

# **NOTICE INVITING EXPRESSION OF INTEREST (EOI)**

**EOI NO.: RCIL/NR/EOI/NR/2024-25 DATED 16-JUL-2024**

**Expression of Interest (EOI) from RailTel's Empaneled Business Associate Partners for Selection of Implementation Partner for exclusive PRE-BID TEAMING ARRANGEMENT for "Provision of Electronic Interlocking (EI) based Automatic Signaling in Delhi-Rewari section, along with Replacement of 6 EI's at Palam, Gurgaon, Jataula Jauri Sampka, Pataudi Road, Inchhapuri & Khalilpur (Delhi-Rewari Section length- 75 Kms approx.)"**

Issued by:



**RailTel Corporation of India Ltd**

*(A Mini-Ratna PSU under Ministry of Railways)*

Website:- <https://www.railtelindia.com>

### **Disclaimer**

RailTel Corporation of India Ltd. (herein after called the RailTel) has prepared this Expression of Interest (EOI) document solely to assist prospective bidders in making their decision of whether bid or not to bid.

While the RailTel has taken due care in the preparation of information contained herein and believes it to be accurate, neither the RailTel or any of its Authorities or Agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it. This information is not intended to be exhaustive and interested parties are required to make their own inquiries and do site visits that it may require in order to submit the EOI. The information is provided on the basis that it is non-binding on RailTel, any of its authorities or agencies or any of their respective officers, employees, agents or advisors. The RailTel reserves the right not to proceed with the bidding/EOI process at any stage without assigning any reasons thereof, or to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the EOI further with any party submitting an EOI. No reimbursement of cost of any type will be paid to persons or entities submitting the EOI.

## End Customer Tender Details

<b>Tender Title</b>	Provision of Electronic Interlocking (EI) based Automatic Signaling in Delhi-Rewari section, along with Replacement of 6 EI's at Palam, Gurgaon, Jataula Jauri Sampka, Pataudi Road, Inchhapuri & Khalilpur (Delhi-Rewari Section length- 75 Kms approx.)
<b>Tender No.</b>	256Sig-SPL-TKJ-230-DLI-RE
<b>Date of Tender upload</b>	26.06.2024
<b>Floated on portal</b>	<a href="http://www.ireps.gov.in">www.ireps.gov.in</a>



Government eMarketplace  
Indian Railways E-Procurement System

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Search Tender



Active Tenders Closing Today
All Active Tenders
Recently Closed Tenders
Custom Search
Custom Search (For live Tender-AI Based)
Live & Upcoming e-RA
Closed e-RA

(Please choose one or more option for search, view & Downloading E-Tender Notices and Click 'Show results' to view Details of E-tenders)

Search Criteria: Tender Number Starting with

Note:- Please enter minimum first 3 characters of Tender Number or PLNO (these are case sensitive) or any 3 consecutive characters of Tender title or item description.

Search For :

Organization: Indian Railway

Railway/PU \*: Northern Railway

Unit: All

Tender Status: All

Bidding System: All

Work Area \*: All

Department \*: All

Tender Type: All

Select Date: Tender Closing Date

From:  To:

Show Results

Tender search results 1

Deptt./Rly. Unit	Tender No	Tender Title	Status	Work Area	Due Date/Time	Due Days	Actions
PROJECT-SPL-TKJ-S AND T/NORTHERN RLY	256Sig-SPL-TKJ-230-DLI-RE	NAME OF WORK: - "Provision of Electronic Interlocking (EI) based Automatic Signaling in Delhi-Rewari section, along....."	Published	Works	22/07/2024 11:00	7	

Print Results

Bidder is required to download and read complete RFP/ clarifications/ reply to pre-bid queries/ subsequent amendments/ subsequent corrigendum issued by the end customer till the last date of submission of response to this EOI. Submitting response/ bid to this EOI will be considered as that the

bidder has submitted technical and financial bid considering all the entities mentioned above and agrees to all terms and conditions mentioned in end customer RFP and will not deviate from the quoted technical and financial solution.

## **TABLE OF CONTENTS**

<b>SR. NO.</b>	<b>DESCRIPTION</b>
	<b>EOI Notice, Schedule of Events and Notes</b>
<b>1.</b>	<b>About RailTel</b>
<b>2.</b>	<b>Background of EOI</b>
<b>3.</b>	<b>Scope of Work &amp; Partner Selection</b>
<b>4.</b>	<b>Compliance Requirements and Eligibility Criteria for Interested Bidders</b>
<b>5.</b>	<b>Proposal Preparation and Submission Cost</b>
<b>6.</b>	<b>Amendment to EOI Document</b>
<b>7.</b>	<b>Bid Validity Period</b>
<b>8.</b>	<b>Right to Terminate the Process</b>
<b>9.</b>	<b>Language of Bid</b>
<b>10.</b>	<b>Submission of Bid</b>
<b>11.</b>	<b>Right to Accept / Reject any or all EOI Response</b>
<b>12.</b>	<b>Payment Terms</b>
<b>13.</b>	<b>Performance Bank Guarantee (PBG) and Security Deposit</b>
<b>14.</b>	<b>Details of Commercial Bid / Financial Bid</b>
<b>15.</b>	<b>Duration of the Contract Period and Completion Period</b>
<b>16.</b>	<b>Restriction of ‘Transfer of Agreement’</b>
<b>17.</b>	<b>Suspension, Revocation or Termination of Contract / Agreement</b>
<b>18.</b>	<b>Dispute Settlement</b>
<b>19.</b>	<b>Governing Laws</b>
<b>20.</b>	<b>Statutory Compliance</b>

<b>21.</b>	<b>Intellectual Property Rights</b>
<b>22.</b>	<b>Severability</b>
<b>23.</b>	<b>Force Majeure</b>
<b>24.</b>	<b>Indemnity</b>
<b>25.</b>	<b>Limitation of Liability towards RailTel</b>
<b>26.</b>	<b>Confidentiality cum Non-disclosure</b>
<b>27.</b>	<b>Assignment</b>
<b>28.</b>	<b>Insurance</b>
<b>29.</b>	<b>Exit Management</b>
<b>30.</b>	<b>Changes in Contract Agreement, Variation in Quantity &amp; Shramik Kalyan Portal</b>
<b>31.</b>	<b>Liquidity –Damages</b>
<b>32.</b>	<b>Waiver</b>
<b>33.</b>	<b>Annexure – 01 (EOI COVER LETTER)</b>
<b>34.</b>	<b>Annexure – 02 (Local Content Compliance)</b>
<b>35.</b>	<b>Annexure – 03 (Checklist of Documents for Bid Submission)</b>
<b>36.</b>	<b>Annexure – 04 (Commercial Bid)</b>
<b>37.</b>	<b>Annexure – 05 (Proforma for Performance Bank Guarantee)</b>
<b>38.</b>	<b>Annexure – 06 (Non-Disclosure Undertaking)</b>
<b>39.</b>	<b>Annexure – 07 (Pre-Bid Agreement)</b>
<b>41.</b>	<b>Annexure – 08 (Integrity Pact)</b>
<b>42.</b>	<b>Annexure- 09 EMD BANK GUARANTEE FORM (For Bid Security)</b>

<b>43.</b>	<b>Annexure- 10 Affidavit Format</b>
<b>44.</b>	<b>Annexure 11 Schedule of Rates (SOR)</b>
<b>45.</b>	<b>Annexure-12 Tender Document of CoR</b>

## **EOI NOTICE**

RailTel Corporation of India Limited, Northern Region, Shastri Park New Delhi 110053

### **EOI NO.: RCIL/NR/EOI/NR/2024-25 DATED 16-JUL-2024**

**RailTel Corporation of India Ltd., (here after referred to as “RailTel”) invites EOIs from RailTel’s Empaneled Business Associate Partners for Selection of Pre and Post Implementation Partner from RailTel Empaneled Business Associate for exclusive PRE-BID TEAMING ARRANGEMENT for "Provision of Electronic Interlocking (EI) based Automatic Signaling in Delhi-Rewari section, along with Replacement of 6 EI's at Palam, Gurgaon, Jataula Jauri ampka, Pataudi Road, Inchhapuri & Khalilpur (Delhi-Rewari Section length- 75 Kms approx.)"**

The details are as under:

### **SCHEDULE OF EVENTS**

1	Date of EOI Floating	16-Jul-2024
2	Last date for submission of Bids against EOI	19-Jul-2024 at 11:00 Hours
3	Opening of Bids received against EOI	19-Jul-2024 at 11:30 Hours
4	Number of copies to be submitted	Single Stage (Two Packet System)
5	EOI document cost inclusive tax (non-refundable)	Nil
6	EOI processing fee inclusive tax (non-refundable)	Rs. 8,850/-
7	Estimated amount of EOI	Rs. 13,36,71,708 /- (inclusive of GST)
8	EMD for Pre-Bid Arrangement	Token EOI EMD for an amount of Rs. 5,00,000/- (Rs. Five Lakhs only) along with the EOI. Final EMD (to be submitted by selected bidder): Rs. 2,12,803 before final bid proposal submission by RailTel against CoR RFP/Tender. Token EOI EMD amount shall be adjusted accordingly.
9	Bid Submission Mode	Online on <a href="https://railtel.enivida.com">https://railtel.enivida.com</a>

\*Note: RailTel reserves the right to change the above dates at its discretion.

**Initially while participating in EoI the bidder needs to submit EMD i.e. Token EOI EMD for an amount of Rs.5,00,000/- (Rs. Five Lakhs only) along with the EOI. EMD can be paid as under:**



- **Online payment on E-Nivida Portal only.**

**Final EMD (to be submitted by selected bidder):**

- **Rs. 2,12,803/-** before final bid proposal submission by RailTel against CoR RFP/Tender. Token EOI EMD amount shall be adjusted accordingly.
- **The Final EMD has to be submitted by successful BA before bid proposal submission by RailTel against CoR RFP /Tender, in form of PBG/NEFT/RTGS/FD. In case of FD, lien must be in name of RailTel Corporation of India Limited.**
- **Undertaking for balance EMD shall be deposited along with the EoI Bid Proposal by the bidder.**
- **Non-submission of remaining EMD as applicable will lead to forfeiture of token ‘EOI EMD’.**
- **NEFT/ RTGS:** Account Name: RailTel NR Collection Account Bank Name: Union Bank of India Branch Name: Connaught Place Delhi, Account Number: 307801010917906, IFSC Code: UBIN0530786, MICR Code: 110026006
- **Demand Draft:** In favor of RailTel Corporation of India Limited payable at New Delhi.
- **Bank Guarantee:** It may be noted that token EMD of Rs. 5,00,000/- is to be deposited online and balance EMD can be deposited in form of BG also. EMD can be paid in form of Bank Guarantee in format attached as per annexure-9 issued by any scheduled commercial bank/Nationalized Bank, valid for 90 days beyond bid validity period.

The EMD should be in the favor of RailTel Corporation of India Limited payable at Delhi through online bank transfer. Partner needs to share the online payment transfer details like UTR No. date and Bank along with the proposal.

**RailTel Bank Details for Submission of EMD / PBG:**

RailTel SFMS details –

BG advising message – IFN 760COV/ IFN 767COV via SFMS.

IFSC Code of ICICI Bank to be used (ICIC0000007). Unique reference (RAILTEL6103) in field 7037}.

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

**Contact Details for this EOI:**

Name: Sh. Rajeev Saroha

Email: rajeev.saroha@railtelindia.com

Contact: 9004444143

Name: Sh. Pushpender Kumar

Email: pushpenderkumar@railtelindia.com

Contact: 9871146592

Name: Sh. Ramphool Chandel

Email: chandelrp95@railtelindia.com

Contact: 9498037985

Note:

1. The EOI response is invited from eligible Empaneled Partners of RailTel only.
2. All the document must be submitted with proper indexing and page no.
3. This is an exclusive pre-RFP partnership arrangement with empaneled business associate of RailTel for participating in the end customer RFP. Selected partner's authorised signatory has to give an undertaking they will not submit directly or indirectly their bids and techno-commercial solution/association with any other Organization once selected in this EOI for pre-bid teaming arrangement (before and after submission of bid to prospective customer Organization by RailTel). This undertaking has to be given with this EOI Response.
4. Transfer and Sub-letting: The Business Associate has no right to give, bargain, sell, assign or sublet or otherwise dispose-off the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.
5. Bidder has to agree to comply with all OEM technical & Financial documentation including MAF, Technical certificates/others as per end-to-end requirement mentioned in the end customer's RFP.
6. Bidder also undertake to submit MAF of major items of the proposed solution and other documents required in the end Customer Organization's tender in favour of RailTel against the proposed products. The selected BA has to provide MAF from the OEM in the name of RailTel for bidding in the concerned tender of CoR, if their proposed solution is quoted to the customer.
7. The selected bidder will have to accept all Terms & Conditions of CoR RFP on back-to-back basis.
8. Any corrigendum(s) issued by CoR against pertinent tender/RFP shall be the part and scope of this EOI document on back-to-back basis.
9. No exemption/relaxation is applicable to MSME/Startups.
10. Only, the eligibility clause/criteria and marks scoring criteria for SI/BA (Prospective BA/SI) as mentioned in CoR's RFP is not applicable on the bidder/BA applying against this EOI. Rest all Terms & Conditions of RFP floated for pertinent tender will be complied by SI/BA/bidders.
11. However, OEM considered by SI for this project have to mandatorily comply all the eligibility & technical criteria/compliance on back-to-back basis in line with COR RFP and corrigendum(s) issued thereof.
12. Please refer CoR RFP Payment terms as this will remain applicable on back-to-back basis on successful bidders.
13. Bidder may check the price/commercial bid as per BOQ and match the same with FORMATS FOR

SUBMISSION OF THE COMMERCIAL BID of CoR's RFP and if found any discrepancy, may be brought in the notice of RailTel immediately and may modify their financial bid format as per CoR RFP financial bid document.

14. This is a customer centric bid on back-to-back basis. The benefits of MSME shall not be applicable on this EOI & Work Order issued basis this EOI.
15. All terms and conditions including technical specification and SLA/Payment/Penalties will be applicable back-to-back to the bidder.
16. No advance payment is applicable in the EOI and payment will be released on receipt from the COR.
17. Offline documents like POA, NDA, Integrity pact and affidavit must be reach to RailTel office before opening of bid.

## **1. About RailTel**

RailTel Corporation of India Ltd (RailTel) is one of the largest neutral telecom infrastructure providers in the country owning a Pan-India optic fibre network on exclusive Right of Way (ROW) along Railway track. The OFC network presently reaches to over 4500 towns & cities of the country including several rural areas. With its Pan India high-capacity network, RailTel is working towards creating a knowledge society at various fronts. The portfolio of services provided by RailTel includes Data Centre & DR services, Tele-presence as a service, NLD services, IP-1 services, Internet and Broadband services on a pan-India basis.

Equipped with an ISO 9001, 20000-1:2011 & 27000 certification, RailTel offers a wide gamut of managed telecom services to Indian Telecom market including Managed lease lines, Tower colocation, MPLS based IP-VPN, Internet, Data Centre services, NGN based voice carriage services to Telecom Operators, Dark fibre leasing to MSOs/LCOs. The major customer segment for RailTel comprises of Enterprises, Banks, Government Institutions/Department, Educational Institutions/Universities, Telecom Service Providers, Internet Service Providers, MSOs, etc. RailTel being a “Mini Ratna (Category-I)” PSU is steaming ahead in the enterprise segment with the launch of various services coupled with capacity augmentation in its Core network.

## **2. Background of EOI**

RailTel Corporation of India Ltd (hereafter referred to as ‘RailTel’) an ICT arm of Indian Railways has been in the forefront of building innovative platforms and solutions and vision to build range of Information and Communication Technology (ICT) Services for its customers.

In this regard, RailTel intends to submit Techno-Commercial offer to Customer of RailTel (CoR) in NR (hereafter referred as ‘CoR’) and accordingly seeks to select a suitable partner for pre-bid arrangement.

**RailTel intends to submit Techno-Commercial offer to Customer of RailTel (CoR) for "Provision of Electronic Interlocking (EI) based Automatic Signaling in Delhi-Rewari section, along with Replacement of 6 EI's at Palam, Gurgaon, Jataula Jauri Sampka, Pataudi Road, Inchhapuri & Khalilpur (Delhi-Rewari Section length- 75 Kms approx.)"**

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

**Bidder has to agree to comply with all OEM technical & financial documentation including MAF, Technical certificates/others as per end-to-end requirement mentioned in the EOI. Bidder also undertake to submit MAF of major items of the proposed solution and other documents required in the EOI in favor of RailTel against the proposed products. The selected BA has to provide MAF from the OEM in the name of RailTel for further submitting proposal to CoR, if their proposed solution is quoted to the customer.**

The details of pertinent tender are as below:

RailTel invites EOIs from RailTel's Empaneled Partners for the selection of suitable partner to submit best techno commercial proposal to CoR for the complete scope of work as mentioned in the EOI. The empaneled partner is expected to have excellent execution capability and good understanding of customer local environment.

The make and model shall be clearly mentioned in the proposal.

### **3. Scope of Work & Partner Selection**

#### Scope of Work

The scope of work will be as mentioned in CoR RFP, available on portal [www.ireps.gov.in](http://www.ireps.gov.in) with Tender reference no. 256Sig-SPL-TKJ-230-DLI-RE, dt.26.06.24

Special Note: RailTel may or may not retain some portion of the work mentioned in the EOI where RailTel has competence so that overall proposal becomes most winnable proposal.

#### Purpose of EOI

The intent of this EOI is to invite proposals from the prospective bidders for "**Provision of Electronic Interlocking (EI) based Automatic Signaling in Delhi-Rewari section, along with Replacement of 6 EI's at Palam, Gurgaon, Jataula Jauri Sampka, Pataudi Road, Inchhapuri & Khalilpur (Delhi-Rewari Section length- 75 Kms approx.)**"

- 3.1 The present proposal seeks the turnkey solution for carrying out CoR needs. It is proposed to provide and maintain services with allied items for the period maintenance at locations as mentioned in EOI.

Being turnkey in nature, successful bidder once awarded with the order, has to successfully commission the solution with complete satisfaction of the customer and any item explicitly mentioned or not mentioned, has to be provisioned without any further escalation of the cost to customer of RailTel. An undertaking of end to end no escalation in financial and compliance of technical aspects related responsibility has to be given by successful bidder to RailTel. Any expense/cost escalation during commissioning and Warranty period if any required in turnkey solution commissioning will be the responsibility of the Successful bidder and same will be absorbed by successful bidder, in case customer may not pay for it to RailTel. If CoR may pay such charges then only successful teaming partner will be entitled for such amount. Any financial claim of BA partner in future for successful commissioning and during warrant period, may not be entertained without receipt of money by RailTel from customer in any circumstances.

- 3.2 Solution provider need to offer solution with no single point of failure in hardware and without any downtime in operations at customer premise of CoR. SLA shall be applicable on back to back basis as per the CoR's RFP.
- 3.3 Bidder may submit their response in form of duly signed and stamped and submit techno-commercial bid at the E-nivida portal through Online mode, within the stipulated date and time, as mentioned in this EOI document.

**3.4 Interested partners may note that this is a Single stage Two Packet Bid.**

3.5 Only those bids shall be opened, which have been submitted within the stipulated time as mentioned in this EOI document.

**3.6 Stage -I : Technical Bid contains following :-**

S.No.	Type	Eligibility Criteria	Documents Required
1	Turnover	The bidder must have cumulative turnover of 100% in the previous three financial years. 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.	Audited Balance Sheet and CA certificate
2	Net Worth	I.The bidder should have positive net worth as on 31-MAR-2024.	I. Audited Balance Sheet and CA certificate
3	Experience	The bidder must have successfully completed any of the following similar	Copy of Purchase/ Work Order and completion/ satisfactory

S.No.	Type	Eligibility Criteria	Documents Required
		<p>nature of work during preceding 3 financial years (i.e. current year and last 03 (three) previous financial years), ending last day of month previous to the one in which EOI is invited, as</p> <ol style="list-style-type: none"> <li>1. One similar work of 35% of estimated amount of EOI.</li> <li>OR</li> <li>2. Two similar works each of 20% of estimated amount of EOI.</li> <li>OR</li> <li>3. Three similar works each of 15% of estimated amount of EOI.</li> </ol> <p><b>Definition of similar work:</b> Similar work means  <b>“Any signalling work involving design, installation, testing, commissioning of EI or alterations of EI.”.</b></p> <p><b>Note:</b> In case a contract is started prior to 3 years, ending on the date of opening of Bid but completed in last 3 years ending on the date of opening of Bid, the completed works shall be considered for fulfillment of credentials.</p>	<p>performance certificate issued by client.</p> <p>Work experience certificate issued by Govt. Organization or Public listed company (with minimum average annual turnover of Rs.500Cr and listed on National Stock exchange/Bombay stock exchange) shall only be considered.</p> <p><b>For ongoing works:</b> Ongoing works will be considered for value of executed work (minimum 70% work executed) certified by PO issuing authority / customer mentioning completed work value on the certificate along with satisfactory completion certificate for work completed so far.</p>
4	Empanelment	All Business Associate empaneled with RailTel.	Copy of Empanelment letter and Empanelment PBG submitted, if any.
5	POA	The bid should be duly signed and submitted by Authorized Signatory. The bidder has to submit notarized of non-judicial stamp paper of appropriate value Power of Attorney having authorised signatory's nomination along with board resolution in favour of power of attorney	Bidder has to submit the Power of Attorney of the authorized signatory
6	Annexure - 01	EOI COVER LETTER	
7	Annexure - 02	Local Content Compliance	Bidder has to submit the local content % for the proposed solution
8	Annexure – 03	CHECKLIST OF DOCUMENTS FOR BID SUBMISSION	Bidder has to provide the filled list of checklist.
9	Annexure – 04	Commercial Bid	Bid sheet ( <b>without price</b> ) to be provided by Bidder in Technical Offer.
10	Annexure - 05	PROFORMA FOR PERFORMANCE BANK GUARANTEE	Proforma shall be used by the L1 bidder
11	Annexure-06	Non-Disclosure Agreement	Bidder has to submit the signed copy of NDA along with bid
12	Annexure 07	Pre-Bid Agreement	Bidder has to submit the acceptance of the pre-bid agreement however

S.No.	Type	Eligibility Criteria	Documents Required
			the final signing will be done with L1 bidder on mutual discussion.
13	Annexure 08	Integrity pact (Submitted in two copies).	Bidder has to submit the signed copy of integrity pact along with bid.
14	Annexure 09	EMD BANK GUARANTEE FORMAT	Bidder has to submit the EMD Payment in the format attached, if desire to submit in the form of BG.
15	Annexure 10	AFFIDAVIT form	Bidder has to submit notarized affidavit as per the format enclosed along with the bid. In case of Non-submission of Affidavit, BID SHALL BE SUMMARILY REJECTED.
16	EMD payment	EMD payment	Bidder has to submit the proof of EMD payment
17	Land border sharing	Compliance to insertion of Rule 144(xi) in the GFR, 2017 vide office OM no. 6/18/2019-PPD dated 23-July-2020 issued by Ministry of Finance, Government of India, including revisions	Bidder has to submit undertaking in Organization letter head.
18	Non - Black Listing	Bidder should not be backlisted by any State / Central Government Ministry / Department / Corporation / Autonomous Body on the last date of submission of EOI	Bidder has to submit an undertaking on letterhead duly signed and stamped by authorized signatory for non-black listing.
19	No - arbitration with RailTel	There should not be any ongoing or past, arbitration case(s) between 'RailTel' and 'Interested Bidder' on the last date of submission of EOI	Bidder has to submit an undertaking on letterhead duly signed and stamped by authorized signatory for no ongoing or past, arbitration case(s) between RailTel and bidder
20	Special Technical Compliance	The successful bidder shall submit an undertaking from RDSO approved EI OEM, before the supply of material, to confirm compliance with extant RDSO guidelines and to meet contract specific requirements.	Bidder has to submit an undertaking on letterhead duly signed and stamped by authorized signatory, that upon RailTel being awarded work in CoR Tender, Bidder shall submit an undertaking from RDSO approved EI OEM, before the supply of material, to confirm compliance with extant RDSO guidelines and to meet contract specific requirements.

1.7 Based on evaluation of outcome against 3.6, whoever may qualify as per 3.6 and further complying technical requirement with supporting documents of OEM MAF, datasheets (if required by CoR as per SoR of EoI Items), BOQ/BOM may be treated as technically qualified partner for Stage-1. Bidders selected above will be treated as eligible for financial bid opening.



### **3.8. Stage-II: Financial Bid: Annexure 4 and 4A of EOI is for financial quote.**

3.9. For the opened bid as per outcome of Clause 3.7 above, the bidder will be selected on the lowest quote (L-1) basis. The so selected partners will be termed as ‘Commercially Suitable Partner (hereafter referred to as ‘CSP’)’. Further, RailTel reserves the right to have negotiation with the CSP. In case Customer of RailTel may go for further negotiation, same is applicable on back-to-back basis with Business Associate with due diligence by committee members.

3.10. As of now, EoI response from interested partners is invited considering that the selected partner will be responsible for delivering of ‘Scope of Work’ as mentioned in the EOI document and subsequent corrigendum if any. However, RailTel at its discretion, may take- up a certain portion / percentage of ‘Scope of Work’ by communicating to the CSP at any point of time during the engagement period. (The day at which ‘CSP’ is declared, will mark the start of engagement period. The period will be valid till final outcome of this proposal is announced by CoR. In case, RailTel comes out to be winner of the CoR tender/nomination/proposal, then the engagement period will get auto-extended to the period RailTel serves CoR for the concerned tender, unless terminated earlier by RailTel as per terms and conditions mentioned in this EoI document). In this scenario, commercial engagement with the CSP will be for that portion / percentage only, which has not been taken by RailTel. Accordingly, resultant value of work will be derived on the basis of negotiated (in case) commercial bid of the CSP.

3.11. RailTel on the basis of inputs / factors available to it from various resources, past experiences of its ICT projects/Signaling and on the basis of negotiated (in case) commercial bid of the CSP, will endeavor to place best techno-commercial bid in response to the pertinent CoR’s requirement. Further relationship with CSP will be based on the outcome of pertinent CoR’s requirement.

## **4 Compliance Requirements and Eligibility Criteria for Interested Bidders**

4.1. The interested bidder should be an Empaneled Partner with RailTel on the last date of bid submission of EOI & has to provide relevant documents to qualify as per Clause 3.6.6 of this EOI.

4.2. The interested bidder should submit Earnest Money Deposit (EMD) if applicable, in the format as mentioned in this EOI document along with the bid.

4.3. The interested bidder should be in compliance to insertion of Rule 144(xi) in the GFR, 2017 vide office OM no. 6/18/2019-PPD dated 23-July-2020 issued by Ministry of Finance, Government of India, including revisions.

4.4. The interested bidder should submit an undertaking for maintaining of ‘Local Content Compliance’ and shall submit a self-certified, certificate mentioning the ‘Local Content Percentage’ duly signed and stamped by statutory auditor or cost auditor or authorized signatory of the interested partner. This will not be a binding clause in cases where end customer has not asked Local Content Clause/Make in India Clause in their Current RFP or proposal to be submitted to customer as an outcome of this eoi.

**4.5 The bidder has to mandatorily provide all Annexures of EOI and corrigendum(s) thereof, in the name of RailTel Corporation of India Limited addressing the tender issuing authority.**

4.6. The interested bidder should not be backlisted by any State / Central Government Ministry / Department / Corporation / Autonomous Body on the last date of submission of EOI.

4.7. There should not be any ongoing or past, arbitration case(s) between 'RailTel or Organizations under Indian Railways' and 'Interested Bidder' on the last date of submission of EOI.

4.8. The interested bidder shall not have a conflict of interest with one or more bidding parties. Participation of interested bidder(s) with a conflict-of-interest situation will result in the disqualification of all bids in which it is involved. A bidder may be in a conflict of interest with one or more parties if including but not limited to:

a. Have controlling shareholders as his/her family members viz. spouse, son, daughter, father, mother or brother etc. in common or;

b. Have a relationship with each other directly or through common third parties that puts them in a position to have access to information about or influence on the bid of another interested partner.

4.9. The interested bidder should not be seeking / extending / exploring similar arrangements / engagements with any other organization except RailTel, for the CoR tender.

4.10. The interested partner should have a valid Goods and Service Tax Identification Number (GSTIN), as on the last date of submission of EOI.

4.11. RailTel is not getting MSME/SME/Start up benefit from end customer and hence no such benefit passed to BA in any circumstances at any point of time.

4.12. In addition to above clauses, bid of interested bidder should be in compliance to terms and conditions and technical requirements of the pertinent CoR tender as referred above.

**Note:** The interested bidder should submit duly signed and stamped EOI cover letter as per the format mentioned at Annexure-01 of this EOI document, as unconditional submission of meeting the clauses mentioned above, from Clause **4.1. to Clause 4.11.**

## **5 Proposal Preparation and Submission Cost**

5.1. The interested partner is responsible for all costs incurred in connection with participation in this EOI process, including, but not limited to, cost incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by RailTel to facilitate the evaluation process or all such activities related to the bid process. RailTel will in no case be responsible or liable for those costs, regardless of the conduct or

outcome of the bidding process. This EOI document does not commit to award a contract or to engage in negotiations.

## **6 Amendment to EOI Document**

6.1. At any time prior to the deadline for submission of bids, RailTel, may, for any reason can modify the EOI document by an amendment. All the amendments made in the document would be informed by displaying on RailTel's ([www.railtelindia.com](http://www.railtelindia.com)) website only. The interested bidders are advised to visit the RailTel website on regular basis for checking necessary updates. RailTel also reserves the rights to amend the dates mentioned in this EOI for bid process. RailTel may, at its discretion, extend the last date for receipt of EOI response.

## **7 Bid Validity Period**

7.1. Bid of Interested partners shall remain valid for the period of 120 days from the last date of submission of EOI, as mentioned in this EOI document.

7.2. RailTel may request for an extension of the period of validity. The validity of the 'EMD', should also be suitably extended if called upon to do so by RailTel. The request and the responses thereto shall be made in writing through e-mail communication only. Further, whenever the bid validity extension is submitted by the interested partner, it should be ensured by interested partner that their PBG related to the empanelment should have minimum validity of **90 days** from the last date of extended bid validity period.

## **8 Right to Terminate the Process**

8.1. RailTel may terminate the EOI process at any time without assigning any reason. RailTel makes no commitments, express or implied, that this process will result in a business transaction with anyone. This EOI does not constitute an offer by RailTel. The interested bidder's participation in this process may result in RailTel selecting the CSP to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by RailTel to execute a contract or to continue negotiations. RailTel may terminate negotiations at any time without assigning any reason.

## **9 Language of Bid**

9.1. The bid prepared by the interested partner and all correspondence and documents relating to the bids exchanged by the bidder and RailTel, shall be written in English Language, provided that any printed literature furnished by the Bidder in another language shall be accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern. If

any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Authorised Signatory of the interested partner.

## **10 Submission of Bid**

10.1. The interested bidder should take into account any Corrigendum to this EOI document that may have been published before submitting their EOI response. The bid is to be submitted in the mode as mentioned in this EOI document. EOI response submitted in any other mode will not be entertained.

10.2. Interested bidders in their own interest are advised to submit the EOI response well in time before the last date and hence to avoid any inconvenience at the last moment.

10.3. An Organization / Interested Bidder can submit only 'One EOI Response'. Submission of multiple EOI Response by interested bidder(s) may lead to rejection of all of its bid.

## **11 Rights to Accept / Reject any or all EOI Response**

11.1. RailTel reserves the right to accept or reject any EOI Response, and to annul the bidding process and reject all Bids at any time prior to award of the Contract, without thereby incurring any liability to the affected interested bidder(s), or any obligation to inform the affected Bidders of the ground for RailTel's action.

## **12 Payment Terms**

12.1. Payment will be on '**back-to-back**' basis and as per the payment terms mentioned in the Scope of Work (Annexure-12). No advance will be payable to BA, if any advance received by RailTel from customer.

12.2. Payment will be released after receiving the invoice for the work / services and after RailTel has received the payment from CoR for the same work / services. Any deduction / Penalties levied by CoR on invoices of RailTel will be carried **back-to-back** and will be deducted from CSP's invoices on actual basis.

12.3. Documents list required at the time of payment/invoice submission by selected bidder shall be: -

- i PO copy issued to selected vendor.
- ii Payment Proof that the end customer has paid to RailTel for the period claimed by selected bidder/vendor against invoices raised by RailTel for such services.
- iii Submission/Declaration of applicable BG amount against PO issued to selected bidder/vendor.
- iv Original Invoice for the period claimed.
- v TDS declaration.

vi GST submission by Bidder to RailTel.

vii Photocopy of all documents submitted by RailTel along with their invoice to customer.

### **13 Performance Bank Guarantee (PBG) and Security Deposit**

13.1. In case of successful participation by RailTel in the pertinent CoR's requirement and subsequent engagements with CSP, The CSP shall at its own expense, deposit with department, within fifteen (15) working days of the notification of award (done through issuance of the Purchase Order / Work Order etc.) and communicated through email, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a a Nationalized/ Commercial Scheduled Indian Bank as per the format enclosed in this EOI, payable on demand, for the due performance and fulfilment of the contract by the CSP. This PBG will be for an amount of '5 (%)' of the contract value. The quantum of this 'percentage (%)' will be equal to the PBG % as asked by CoR from RailTel. All charges whatsoever such as premium, commission, etc. with respect to the PBG shall be borne by the CSP. Besides, if the total BG amount comes upto ₹05 Lakhs, then same may be deposited through DD/RTGS/NEFT. Along with submission of PBG, CSP needs to submit PBG issuing bank's SFMS report. The SFMS report is also to be submitted in case of renewal / extension of PBG. 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. If the CSP fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated.

13.2. The PBG should have validity for a period of 3 months beyond the contract period including installation timeline. The PBG may be discharged / returned by RailTel upon being satisfied that there has been due performance of the obligations of the CSP under the contract. However, no interest shall be payable on the PBG. In the event, CSP being unable to service the contract for whatsoever reason, RailTel would invoke the PBG at its discern. Notwithstanding and without prejudice to any rights whatsoever of RailTel under the contract in the matter, the proceeds of the PBG shall be payable to RailTel as compensation for any loss resulting from the CSP's failure to complete its obligations under the contract. RailTel shall notify the CSP in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the CSP is in default.

13.3. RailTel shall also be entitled to make recoveries from the CSP's bills, PBG or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

13.4. If the service period gets extended by virtue of extension of same by CoR, PBG should also be extended accordingly.

13.5. During the contract period, RailTel may issue Purchase Order(s) for the additional services ordered by CoR (in case) to RailTel. In such scenario(s) also, Clause No. 13.1. to Clause No. 13.4. are to be followed by the CSP.

13.6 In case the CoR has sought PBG of the contract in the terms of Indemnity Bond from RailTel, the selected bidder has to provide the equivalent value PBG from scheduled Bank to RailTel. No Indemnity Bond from Selected Bidder will be accepted in lieu of PBG from Scheduled Bank.

13.7. In case CoR has sought any other types of PBG in this contract at present or in future or else Integrity Pact PBG (presently or in future), same remain applicable on selected Bidder. The Said PBG will be issued by Selected Bidder from Scheduled Bank favoring RailTel Corporation of India Limited. No Indemnity Bond in lieu of such PBG will be accepted by RailTel.

13.8 If **CoR ask for submission of PBG for value more than 5%, same also needs to be submitted by the selected BA.**

**13.9 Security Deposit (SD):** The Security Deposit shall be 5% of the contract value. The Bid Security submitted by the CSP with his tender will be retained/encashed by the RailTel as part of security for the due and faithful fulfillment of the contract by the CSP. In case of non-submission of Security Deposit by CSP, RailTel shall recover the same from the running bills @ 6% till recovery of SD.

## **14 Details of Commercial Bid / Financial Bid**

14.1. Interested partner should submit commercial bid strictly as per the format mentioned by CoR in the pertinent tender document or subsequent corrigendum (if any).

14.2. The commercial bid should only be quoted as (%) Above/Below the schedule of rates both in figures as well as in words. If there is discrepancy in quoted rates in figure and words, then value quoted in words shall be considered. The quoted rates should include all taxes direct or indirect Including Income Tax leviable under Central/State or Local Bodies Act or Rules, Octroies, Tolls, Royalties, Seigniorages, Cess and similar imposts that may be prevailing from time to time in respect of land, structures and all materials supplied in the Performance of this Contract.

14.3. The rates mentioned in the commercial bid of the CSP will form basis of commercial transaction between RailTel and bidder.

14.4. The quantity of 'Line Items' may vary at the time of placing of Purchase Order orduring the Contract Period, as communicated by CoR (in case) to RailTel. In such scenarios, the 'Per Unit' cost will be considered to arrive on contractual amount between RailTel and CSP.

14.5. It is also possible that CoR may surrender / increase, some or all of the quantities of service

items ordered to RailTel during the contract period and accordingly the contractual amount between RailTel and CSP shall be considered, at sole discern of RailTel.

14.6. It is also possible that during the contract period, CoR may raise Purchase Order to RailTel for the line items (and respective quantities) which are not mentioned in the pertinent tender of CoR. In such scenario, RailTel at its sole discretion, may extend the scope of the contract with CSP by placing order to CoR, **on back-to-back basis**.

14.7. In addition to the Payment Terms, all other Contractual Terms will also be on '**back-to-back**' basis between RailTel and CSP, as mentioned in the pertinent CoR's tender. MAF (Manufacturer's Authorization Form) in the name of RailTel from the OEMs, whose product is mentioned in commercial bid format, should also be ensured by the partner. The MAF format and required content should be in-line with CoR's tender, if specifically asked by CoR in a particular format.

## **15 Duration of the Contract Period and Completion Period**

The Contract duration shall be same as of CoR's contract duration with RailTel until otherwise terminated earlier. **Indicative Completion period for the project is 11 months with Maintenance period of 12 months from date of commissioning, subject to successful participation of RailTel in the pertinent CoR's tender.** The contract duration can be renewed /extended by RailTel at its discern, in case CoR extends / renews services with RailTel by virtue of extending / renewing / new issuance of one or more Purchase Order(s) placed by CoR to RailTel.

## **16 Restrictions on 'Transfer of Agreement'**

16.1. The CSP shall not assign or transfer its right in any manner whatsoever under the contract / agreement to a third party or enter into any agreement for sub-contracting and/or partnership relating to any subject matter of the contract / agreement to any third party either in whole or in any part i.e., no sub-contracting / partnership / third party interest shall be created.

## **17 Suspension, Revocation or Termination of Contract / Agreement**

17.1. RailTel reserves the right to suspend the operation of the contract / agreement, at any time, due to change in its own license conditions or upon directions from the competent government authorities, in such a situation, RailTel shall not be responsible for any damage or loss caused or arisen out of aforesaid action. Further, the suspension of the contract / agreement will not be a cause or ground for extension of the period of the contract / agreement and suspension period will be taken as period spent. During this period, no charges for the use of the facility of the CSP shall be payable by RailTel.

17.2. RailTel may, without prejudice to any other remedy available for the breach of any conditions of agreements, by a written notice of one (01) month or as per CoR tender condition whichever is earlier

issued to the CSP, terminate/or suspend the contract /agreement under any of the following circumstances:

- a) The CSP failing to perform any obligation(s) under the contract / agreement.
- b) The CSP failing to rectify, within the time prescribed, any defect as may be pointed out by RailTel.
- c) Non adherence to Service Level Agreements (SLA) which RailTel has committed to CoR for the pertinent tender.
- d) The CSP going into liquidation or ordered to be wound up by competent authority.
- e) If the CSP is wound up or goes into liquidation, it shall immediately (and not more than a week) inform about occurrence of such event to RailTel in writing. In that case, the written notice can be modified by RailTel as deemed fit under the circumstances. RailTel may either decide to issue a termination notice or to continue the agreement by suitably modifying the conditions, as deemed fit under the circumstances.
- f) It shall be the responsibility of the CSP to maintain the agreed Quality of Service, even during the period when the notice for surrender/termination of contract / agreement is pending and if the Quality of Performance of Solution is not maintained, during the said notice period, it shall be treated as material breach liable for termination at risk and consequent of which CSP's PBG related to contract / agreement along with PBG related to the Empanelment Agreement with RailTel shall be forfeited, without any further notice.
- g) Breach of non-fulfillment of contract / agreement conditions may come to the notice of RailTel through complaints or as a result of the regular monitoring. Wherever considered appropriate RailTel may conduct an inquiry either Suo- moto or on complaint to determine whether there has been any breach in compliance of the terms and conditions of the agreement by the successful bidder or not. The CSP shall extend all reasonable facilities and shall endeavor to remove the hindrance of every type upon such inquiry. In case of default by the CSP in successful implementation and thereafter maintenance of services / works as per the conditions mentioned in this EOI document, the PBG(s) of CSP available with RailTel can be forfeited.

## **18      **Dispute Settlement****

18.1. In case of any dispute concerning the contract / agreement, both the CSP and RailTel shall try to settle the same amicably through mutual discussion / negotiations. Any unsettled dispute shall be settled in terms of Indian Act of Arbitration and Conciliation 1996 or any amendment thereof. Place of Arbitration shall be New Delhi.

18.2. The arbitral tribunal shall consist of the Sole Arbitrator. The arbitrator shall be appointed by



the Chairman & Managing Director (CMD) of RailTel Corporation of India Ltd.

18.3. All arbitration proceedings shall be conducted in English.

## **19      Governing Laws**

19.1. The contract shall be interpreted in accordance with the laws of India. The courts at New Delhi shall have exclusive jurisdiction to entertain and try all matters arising out of this contract.

## **20      Statutory Compliance**

20.1. During the tenure of this Contract nothing shall be done by CSP in contravention of any law, act and/ or rules/regulations, there under or any amendment thereof and shall keep RailTel indemnified in this regard.

20.2. The Bidder shall comply and ensure strict compliance by his/her employees and agents of all applicable Central, State, Municipal and Local laws and Regulations and undertake to indemnify RailTel, from and against all levies, damages, penalties and payments whatsoever as may be imposed by reason of any breach or violation of any law, rule, including but not limited to the claims against RailTel or its Customer under Employees Compensation Act, 1923, The Employees Provident Fund and Miscellaneous Provisions Act, 1952, The Contract Labour (Abolition and Regulation) Act 1970, Factories Act, 1948, Minimum Wages Act and Regulations, Shop and Establishment Act and Labour Laws which would be amended/modified or any new act if it comes in force whatsoever, and all actions claim and demand arising therefrom and/or related thereto.

## **21      Intellectual Property Rights**

21.1. Each party i.e., RailTel and CSP, acknowledges and agree that the other party retains exclusive ownership and rights in its trade secrets, inventions, copyrights, and other intellectual property and any hardware provided by such party in relation to this contract / agreement.

21.2. Neither party shall remove or misuse or modify any copyright, trade mark or any other proprietary right of the other party which is known by virtue of this EoI and subsequent contract in any circumstances.

## **22      Severability**

22.1. In the event any provision of this EOI and subsequent contract with CSP is held invalid or not enforceable by a court of competent jurisdiction, such provision shall be considered separately and such determination shall not invalidate the other provisions of the contract and Annexure/s which

will be in full force and effect.

## **23 Force Majeure**

23.1. If during the contract period, the performance in whole or in part, by other party, of any obligation under this is prevented or delayed by reason beyond the control of the parties including war, hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts (as are not limited to the establishments and facilities of the parties), fire, floods, earthquakes, natural calamities or any act of GOD (hereinafter referred to as EVENT) , provided notice of happenings of any such event is given by the affected party to the other, within twenty one (21) days from the date of occurrence thereof, neither party shall have any such claims for damages against the other, in respect of such non-performance or delay in performance. Provided service under this contract shall be resumed as soon as practicable, after such EVENT comes to an end or ceases to exist.

23.2. In the event of a Force Majeure, the affected party will be excused from performance during the existence of the force Majeure. When a Force Majeure occurs, the affected party after notifying the other party will attempt to mitigate the effect of the Force Majeure as much as possible. If such delaying cause shall continue for more than sixty (60) days from the date of the notice stated above, the party injured by the inability of the other to perform shall have the right, upon written notice of thirty (30) days to the other party, to terminate this contract. Neither party shall be liable for any breach, claims, and damages against the other, in respect of non-performance or delay in performance as a result of Force Majeure leading to such termination.

## **24 Indemnity**

24.1. The CSP agrees to indemnify and hold harmless RailTel, its officers, employees and agents (each an “Indemnified Party”) promptly upon demand at any time and from time to time, from and against any and all losses, claims, damages, liabilities, costs (including reasonable attorney’s fees and disbursements) and expenses (collectively, “Losses”) to which the Indemnified party may become subject, in so far as such losses directly arise out of, in any way relate to, or result from:

- a) Any mis-statement or any breach of any representation or warranty made by CSP or
- b) The failure by the CSP to fulfill any covenant or condition contained in this contract by any employee or agent of the Bidder. Against all losses or damages arising from claims by third Parties that any Deliverables (or the access, use or other rights thereto), created by CSP pursuant to this contract, or any equipment, software, information, methods of operation or other intellectual property created by CSP pursuant to this contract, or the SLAs (i) infringes

a copyright, trade mark, trade design enforceable in India, (ii) infringes a patent issues in India, or (iii) constitutes misappropriation or unlawful disclosure or used of another Party's trade secrets under the laws of India (collectively, "Infringement Claims"); or

- c) Any compensation / claim or proceeding by any third party against RailTel arising out of any act, deed or omission by the CSP or
- d) Claim filed by a workman or employee engaged by the CSP for carrying out work related to this agreement. For the avoidance of doubt, indemnification of Losses pursuant to this section shall be made in an amount or amounts sufficient to restore each of the Indemnified Party to the financial position it would have been in had the losses not occurred.

24.2. Any payment made under this contract to an indemnity or claim for breach of any provision of this contract shall include applicable taxes.

## **25 Limitation of Liability towards RailTel**

25.1. The CSP liability under the contract shall be determined as per the Law in force for the time being. The CSP shall be liable to RailTel for loss or damage occurred or caused or likely to occur on account of any act of omission on the part of the CSP and its employees (direct or indirect), including loss caused to RailTel on account of defect in goods or deficiency in services on the part of CSP or his agents or any person / persons claiming through under said CSP, However, such liability of the CSP shall not exceed the total value of the contract.

25.2. This limit shall not apply to damages for bodily injury (including death) and damage to real estate property and tangible personal property for which the CSP is legally liable.

## **26 Confidentiality cum Non-disclosure**

26.1. The Receiving Party agrees that it will not disclose to third party/parties any information belonging to the Disclosing Party which is provided to it by the Disclosing Party before, during and after the execution of this contract. All such information belonging to the Disclosing Party and provided to the Receiving Party shall be considered Confidential Information. Confidential Information includes prices, quotations, negotiated issues made before the execution of the contract, design and other related information. All information provided by Disclosing Party to the Receiving Party shall be considered confidential even if it is not conspicuously marked as confidential.

26.2. Notwithstanding the foregoing, neither Party shall have any obligations regarding non-use or non-disclosure of any confidential information which:

- a) Is already known to the receiving Party at the time of disclosure:
- b) Is or becomes part of the public domain without violation of the terms hereof;
- c) Is shown by conclusive documentary evidence to have been developed independently by the Receiving Party without violation of the terms hereof:
- d) Is received from a third party without similar restrictions and without violation of this or a similar contract.

26.3. The terms and conditions of this contract, and all annexes, attachments and amendments hereto and thereto shall be considered Confidential Information. No news release, public announcement, advertisement or publicity concerning this contract and/or its contents herein shall be made by either Party without the prior written approval of the other Party unless such disclosure or public announcement is required by applicable law's

26.4. Notwithstanding the above, information may be transmitted to governmental, judicial, regulatory authorities, if so, required by law. In such an event, the Disclosing Party shall inform the other party about the same within 30 (thirty) Days of such disclosure.

26.5. This Confidentiality and Non- Disclosure clause shall survive even after the expiry or termination of this contract.

## **27 Assignment**

27.1. Neither this contract nor any of the rights, interests or obligations under this contract shall be assigned, in whole or in part, by operation of law or otherwise by any of the Parties without the prior written consent of each of the other Parties. Any purported assignment without such consent shall be void. Subject to the preceding sentences, this contract will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns.

## **28 Insurance**

The CSP agrees to take insurances to cover all the elements of the project under this EOI including but not limited to Manpower, Hardware, Software etc. as per CoR tender specified terms. Project insurance covering all aspects of the project needs to be taken by the CSP.

## **29 Exit Management**

### **29.1. Exit Management Purpose**

- a) This clause sets out the provision, which will apply during Exit Management period. The parties shall ensure that their respective associated entities carry out their respective obligation set out in this Exit Management Clause.
- b) The exit management period starts, in case of expiry of contract, at least 03 months prior to

the date when the contract comes to an end or in case of termination contract, on the date when the notice of termination is sent to the CSP. The exit management period ends on the date agreed upon by RailTel or Three (03) months after the beginning of the exit management period, whichever is earlier.

29.2. Confidential Information, Security and Data: CSP will promptly, on the commencement of the exit management period, supply to RailTel or its nominated agencies the following (if asked by RailTel in writing):

- a) Information relating to the current services rendered and performance data relating to the performance of the services; documentation relating to the project, project's customized source code (if any); any other data and confidential information created as part of or is related to this contract;
- b) All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable RailTel and its nominated agencies, or its replacing vendor to carry out due diligence in order to transition the provision of the services to RailTel or its nominated agencies, or its replacing vendor (as the case may be).

29.3. Employees : Promptly on reasonable request at any time during the exit management period, the CSP shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide RailTel a list of all employees (with job titles and communication address), dedicated to providing the services at the commencement of the exit management period; To the extent that any Transfer Regulation does not apply to any employee of the CSP, RailTel or the replacing vendor may make an offer of contract for services to such employees of the CSP and the CSP shall not enforce or impose any contractual provision that would prevent any such employee from being hired by RailTel or any replacing vendor.

29.4. Rights of Access to Information: Besides during the contract period, during the exit management period also, if asked by RailTel in writing, the CSP shall be obliged to provide an access of information to RailTel and / or any Replacing Vendor in order to make an inventory of the Assets (including hardware / software / active / passive), documentations, manuals, catalogues, archive data, Live data, policy documents or any other related material.

**Note:** RailTel at its sole discern may not enforce any or all clauses / sub-clauses under the 'Exit Management' clause due to administrative convenience or any other reasons as deemed fit.

### **30 Changes in Contract Agreement, Variation in Quantity and Shramik Kalyan Portal**

30.1. No modification of the terms and conditions of the Contract Agreement shall be made except by written amendments signed by the both CSP and RailTel.

30.2. **Variation in Quantity:** Variation shall be applicable as per the requirement of Customer of RailTel

30.3. **Updation of Labour data on Railway's Shramik kalyan Portal-** All terms & conditions are applicable same as per CoR tender.

30.4. All terms and conditions shall be applicable on back to back basis as per the final acceptance/negotiation with the customer of RailTel.

### **31 Liquidated Damage (LD):**

Liquidation Damages (LD) shall be governed by the end customer RFP / tender terms and shall be applicable on bidder as per actual on back-to-back basis. Any deduction in payment on grounds of LD shall be carried to bidder as per figures actually charged by end customer on back-to-back basis..

### **32 Waiver**

Except as otherwise specifically provided in the contract, no failure to exercise or delay in exercising, any right, power or privilege set forth in the contract will operate as a waiver of any right, power or privilege.

**EOI COVER LETTER (On Organization Letter Head)**

EOI Ref No.: **RCIL/NR/EOI/NR/2024-25 DATED 16-JUL-2024**

Date:

To,  
Executive Director (Mktg),  
RailTel Corporation of India Limited.

Dear Sir/Madam,

1. I, the undersigned, on behalf of M/s ....., having carefully examined the referred EOI offer to participate in the same, in full conformity with the said EOI and all the terms and conditions thereof including corrigendum issued till last date of submission of EOI. It is also undertaken and submitted that we are in abidance of Clause 4 (from Clause 4.1 to Clause 4.11) of EOI.
2. I agree to abide by this Proposal, consisting of this letter, our Pre-qualification, Technical and Commercial Proposals, for a period of 120 days from the date fixed for submission of Proposals as stipulated in the EOI and modifications resulting from contract negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
3. I acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Commercially Suitable Partner (CSP) for the aforesaid Service, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Proposal are true copies of their respective originals.
4. I undertake, if our Bid is accepted, to commence our services as per scope of work as specified in the contract document.
5. Until a formal Purchase Order or Contract is prepared and executed, this Bid and supplement / additional documents submitted (if any), together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
6. I hereby undertake and give unconditional acceptance for compliance of all terms & conditions against this EOI based on customer's requirement. I understand that all clauses of customer RFP are applicable on back-to-back basis and SLA/Penalty/LD deducted by customer will be applicable on our payments on back-to-back basis.
7. I hereby undertake that there will be no deviation from the Terms and Conditions of EOI.

Signature of Authorized Signatory

Name

Designation

**Local Content Compliance**  
(On Organization Letter Head)

EoI Ref No.: **RCIL/NR/EOI/NR/2024-25 DATED 16-JUL-2024**

Date:

To,  
Executive Director (Mktg),  
RailTel Corporation of India Limited.

Dear Sir/Ma'am,

I, the undersigned, on behalf of M/s ..... , hereby submits that our technical solution for the 'Scope of Work' mentioned under the EoI document is in compliance of local content requirement and makes us equivalent to 'Class-I local supplier' / 'Class-II local supplier' (mention whichever is applicable) for the EoI under reference, as defined under the order No. P-45021/2/2017-PP(BE-II) dt. 04-June-2020 issued by Ministry of Commerce and Industry, Govt. of India.

I hereby certify that M/s .....fulfills all requirements in this regard and is eligible to be considered and for the submitted bid Local Content Percentage is % (write in figures as well as in words).

I hereby acknowledge that in the event of acceptance of bid of M/s ..... on above certificate and if the certificate is found to be false at any stage, the false certificate would be a ground for immediate termination of contract and further legal action in accordance with the Law, including but not limited to the encashment of Bank Guarantee related to Empanelment and Performance Bank Guarantee (PBG), as available with RailTel, related to this EoI.

Signature of Authorised Signatory

Name

Designation



**CHECKLIST OF DOCUMENTS FOR BID SUBMISSION**

<b>S. No.</b>	<b>Document</b>	<b>Document Enclosed (Yes/No)</b>	<b>Pg.No.</b>
1	Proof of submission of Tender Processing Fee and EMD.		
2	Authorization Letter/ POA and all Annexures/ Appendices given in the EOI documents.		
3	All undertakings on company letter head as required/ stated in the EOI document duly signed and stamped by the authorised signatory.		
4	The copy of EOI and subsequent addendum/ corrigendum duly Signed and Stamped by the Authorised Signatory of Bidder		
5	All Annexure/ Appendices/Formats/ Declarations as per <b>CoR's RFP for tender ref. no: _____</b> addressing to RailTel's EOI issuing Authority.		
6	Compliance of eligibility criteria related documents as per Clause 3 and supporting documents.		
7	Any relevant document found suitable by bidder		
8	Empanelment certificate issued by RailTel to BA.		

Note:

1. The technical bid should have a 'Index' at the starting and all pages of bid should be Serially numbered and should be traceable as per the 'Index'.
2. All the submitted documents should be duly stamped and signed by the Authorized Signatory at each page.
3. The above checklist is indicative only. RailTel may ask for additional documents from the bidders, as per the requirement.

**Commercial Bid**

TO BE UPLOADED AS BOQ SHEET

EoI Ref No.: **RCIL/NR/EOI/NR/2024-25 DATED 16-JUL-2024**

To,

Executive manager (Mktg),  
RailTel Corporation of India Limited, Northern Region,  
6th Floor, 3rd Block, Delhi IT Park, Shastri Park, New Delhi-110053

S.no	Description	Estimated Value (in Rs)
1	Supply, installation, commissioning and integration of various IT infrastructure items with existing IT infrastructure for CoR	Rs. 13,36,71,708/-
	<b>Total Amount including GST</b>	<b>Rs. 13,36,71,708/-</b>
	<b>In words: Rupees Fifty Crore Thirty-Three Lacs Forty-Five Thousand One Hundred Fifty-Four Rupees Only.</b>	
	<b>Quoted % Above /Below</b>	<b>..... % .....</b>
	<b>Quoted% Above /Below (in Words)</b>	

Note:

1. Bidder should clearly indicate the bidding above or below, while submitting commercial offer.
2. Prices in price bid should be quoted in the provided format. All prices should be quoted in Indian Rupees and indicated both in figure and words. Price in words shall prevail, in the event of any mismatch.
3. Instructions to fill the Price Bid: Bidder should provide all prices as per the prescribed format. Bidder should not leave any field blank.

Signature of Authorized Signatory

Designation

Company Seal

**PROFORMA FOR PERFORMANCE BANK GUARANTEE**

(On Stamp Paper of ₹ One Hundred)

To,  
 Executive Director (Mktg/NR)  
 RailTel Corporation of India Limited.

1. In consideration of the RailTel Corporation of India Limited (CIN: L64202DL2000GOI107905), having its registered office at Plate-A, 6<sup>th</sup> Floor, Office Block Tower-2, East Kidwai Nagar, New Delhi – 110023 (herein after called “RailTel”) having agreed to exempt .....(CIN

: ..... ) having its registered office at ..... (hereinafter called “the said Contractor”) from the demand, under the terms and conditions of Purchase Order No. dated ..... made between RailTel and ..... for (hereinafter called “the said Agreement”) of security deposit for the due fulfilment by the said Contractor of the terms and condition contained in the said Agreement, or production of a Bank Guarantee for Rs. .... ( Rs. .... Only). We ..... (indicate the name and address and other particulars of the Bank) (hereinafter referred to as ‘the Bank’) at the request of ..... contractor do hereby undertake to pay RailTel an amount not exceeding Rs. .... ( Rs ..... Only) against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor of any of the terms or conditions contained in the said Agreement.

2. We, ..... the Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount is claimed is due by way of loss or damage by the said Contractor of any of terms or conditions contained in the said Agreement by reason of the Contractor’s failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs ..... ( Rs Only).

3. We, ..... the Bank undertake to pay the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being, absolute and unequivocal. The payment so made

by us under this Bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

4. We, ..... the Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the RailTel under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till RailTel certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor and accordingly discharges this Guarantee. Unless a demandor claim under the Guarantee is made on us in writing on or before ..... . We shall be discharged from all liability under this Guarantee thereafter.

5. We, ..... the Bank further agree with the RailTel that the RailTel shall have fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the Agreement or to extend time of to postpone for any time or from time to time any of the powers exercisable by the RailTel against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension to the said Contractor or for any forbearance, act or omission on the part of RailTel or any indulgence by the RailTel to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

This Guarantee will not be discharge due to the change in the constitution of the Bank or the Contractor.

(..... indicate the name of Bank ..... ) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of RailTel in writing.

Dated the ..... Day of ..... 2023 for ..... (Name of Bank)

In the presence of Witnesses:

1. Signature With Date Name

2. Signature With Date Name

**Encl:** SFMS PBG Report

*{RailTel SFMS details –*

*BG advising message – IFN 760COV/ IFN 767COV via SFMS.*

*IFSC Code of ICICI Bank to be used (ICIC0000007). Unique reference (RAILTEL6103) in field 7037}.*

**NON-DISCLOSURE AGREEMENT**

This Non-Disclosure Agreement (this “Agreement”) is made and entered into on this\_\_\_\_day of\_, 2023 (the “Effective Date”) at\_.

By and between

RailTel Corporation of India Limited, (CIN: L64202DL2000GOI107905), a Public Sector Undertaking under Ministry of Railways, Govt. of India, having its registered and corporate office at Plate-A, 6th Floor, Office Block, Tower -2, East Kidwai Nagar, New Delhi-110023 & NorthernRegion office at 6th Floor, 3rd Block, Delhi IT Park, Shastri Park, New Delhi - 110053, (hereinafter referred to as 'RailTel'), which expression shall unless repugnant to the context or meaning thereof, deem to mean and include its successors and its permitted assignees of the ONE PART,

And

\_\_\_\_\_) (CIN:\_\_\_\_\_), a company duly incorporated under\_\_\_\_\_  
the provisions of Companies Act, having its registered office at  
\_\_\_\_\_, (hereinafter referred to as '\_\_\_\_\_), which expression shall unless  
repugnant to the context or meaning thereof, deem to mean and include its successors and its permitted  
assignees of OTHER PART

RailTel and\_\_\_\_\_shall be individually referred to as “Party” and jointly as “Parties”

WHEREAS, RailTel and\_\_\_\_\_, each possesses confidential and proprietary information related to its business activities, including, but not limited to, that information designated as confidential or proprietary under Section 2 of this Agreement, as well as technical and non- technical information, patents, copyrights, trade secrets, know-how, financial data, design details and specifications, engineering, business and marketing strategies and plans, forecasts or plans, pricing strategies, formulas, procurement requirements, vendor and customer lists,

inventions, techniques, sketches, drawings, models, processes, apparatus, equipment, algorithms, software programs, software source documents, product designs and the like, and third party confidential information (collectively, the “Information”);

WHEREAS, the Parties have initiated discussions regarding a possible business relationship for

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WHEREAS, each Party accordingly desires to disclose certain Information (each Party, in such disclosing capacity, the “Disclosing Party”) to the other Party (each Party, in such receiving capacity, the “Receiving Party”) subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the receipt of certain Information, and the mutual promises made in this Agreement, the Parties, intending to be legally bound, hereby agree as follows:

**1. Permitted Use.**

**(a) Receiving Party shall:**

- (i) hold all Information received from Disclosing Party in confidence;
- (ii) use such Information for the purpose of evaluating the possibility of entering into a commercial arrangement between the Parties concerning such Information; and
- (iii) restrict disclosure of such Information to those of Receiving Party’s officers, directors, employees, affiliates, advisors, agents and consultants (collectively, the “Representatives”) who the Receiving Party, in its reasonable discretion, deems need to know such Information, and are bound by the terms and conditions of (1) this Agreement, or (2) an agreement with terms and conditions substantially similar to those set forth in this Agreement.

**(b) The restrictions on Receiving Party’s use and disclosure of Information as set forth above shall not apply to any Information that Receiving Party can demonstrate:**

- (i) is wholly and independently developed by Receiving Party without the use of Information of Disclosing Party;
- (ii) at the time of disclosure to Receiving Party, was either (A) in the public domain, or (B) known to Receiving Party;
- (iii) is approved for release by written authorization of Disclosing Party; or
- (iv) is disclosed in response to a valid order of a court or other governmental body in the India or any political subdivision thereof, but only to the extent of, and for the purposes set forth in, such order; provided, however, that Receiving Party shall first and immediately notify Disclosing Party in writing of the order and permit Disclosing Party to seek an appropriate protective order.

( c ) Both parties further agree to exercise the same degree of care that it exercises to protect its own Confidential Information of a like nature from unauthorized disclosure, but in no event shall a less than reasonable degree of care be exercised by either party.

## **2. Designation.**

(a) Information shall be deemed confidential and proprietary and subject to the restrictions of this Agreement if, when provided in:

- (i) written or other tangible form, such Information is clearly marked as proprietary or confidential when disclosed to Receiving Party; or
- (ii) oral or other intangible form, such Information is identified as confidential or proprietary at the time of disclosure.

**3. Cooperation.** Receiving Party will immediately give notice to Disclosing Party of any unauthorized use or disclosure of the Information of Disclosing Party.

**4. Ownership of Information.** All Information remains the property of Disclosing Party and no license or other rights to such Information is granted or implied hereby.

Notwithstanding the foregoing, Disclosing Party understands that Receiving Party may currently or in the future be developing information internally, or receiving information from other parties that may be similar to Information of the Disclosing Party. Notwithstanding anything to the contrary, nothing in this Agreement will be construed as a representation or inference that Receiving Party will not develop products, or have products developed for it, that, without violation of this Agreement, compete with the products or systems contemplated by Disclosing Party's Information.

**5. No Obligation.** Neither this Agreement nor the disclosure or receipt of Information hereunder shall be construed as creating any obligation of a Party to furnish Information to the other Party or to enter into any agreement, venture or relationship with the other Party.

**6. Return or Destruction of Information.**

(a) All Information shall remain the sole property of Disclosing Party and all materials containing any such Information (including all copies made by Receiving Party) and its Representatives shall be returned or destroyed by Receiving Party immediately upon the earlier of:

- (i) termination of this Agreement;
- (ii) expiration of this Agreement; or
- (iii) Receiving Party's determination that it no longer has a need for such Information.

(b) Upon request of Disclosing Party, Receiving Party shall certify in writing that all Information received by Receiving Party (including all copies thereof) and all materials containing such Information (including all copies thereof) have been destroyed.

**7. Injunctive Relief:** Without prejudice to any other rights or remedies that a party may have, each party acknowledges and agrees that damages alone may not be an adequate remedy for any breach of this Agreement, and that a party shall be entitled to seek the remedies of injunction, specific performance and/or any other equitable relief for any threatened or actual breach of this Agreement

**8. Notice.**

(a) Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated:

- (i) by personal delivery, when delivered personally;



- (ii) by overnight courier, upon written verification of receipt; or
  - (iii) by certified or registered mail with return receipt requested, upon verification of receipt.
- (b) Notice shall be sent to the following addresses or such other address as either Party specifies in writing.

RailTel Corporation of India limited:

Attn:

Address:

Phone:

Email.:

Attn:

Address:

Phone:

Email

#### **9. Term, Termination and Survivability.**

- (a) Unless terminated earlier in accordance with the provisions of this agreement, this Agreement shall be in full force and effect for a period of years from the effective date hereof.
- (b) Each party reserves the right in its sole and absolute discretion to terminate this Agreement by giving the other party not less than 30 days' written notice of such termination.
- (c) Notwithstanding the foregoing clause 9(a) and 9 (b) , Receiving Party agrees that its obligations, shall:
  - (i) In respect to Information provided to it during the Term of this agreement, shall survive and continue even after the expiry of the term or termination of this agreement; and
  - (ii) not apply to any materials or information disclosed to it thereafter.

**10. Governing Law and Jurisdiction.** This Agreement shall be governed in all respects solely and exclusively by the laws of India without regard to its conflicts of law principles. The Parties hereto expressly consent and submit themselves to the jurisdiction of the courts of New Delhi.

**11. Counterparts.** This agreement is executed in duplicate, each of which shall be deemed to be the original and both when taken together shall be deemed to form a single agreement

**12. No Definitive Transaction.** The Parties hereto understand and agree that no contractor agreement with respect to any aspect of a potential transaction between the Parties shall be deemed to exist unless and until a definitive written agreement providing for such aspect of the transaction has been executed by a duly authorized representative of each Party and duly delivered to the other Party (a "Final Agreement"), and the Parties hereby waive, in advance, any claims in connection with a possible transaction unless and until the Parties have entered into a Final Agreement.

**13. Settlement of Disputes:**

(a) The parties shall, at the first instance, attempt to resolve through good faith negotiation and consultation, any difference, conflict or question arising between the parties hereto relating to or concerning or arising out of or in connection with this agreement, and such negotiation or consultation shall begin promptly after a Party has delivered to another Party a written request for such consultation.

(b) In the event of any dispute, difference, conflict or question arising between the parties hereto, relating to or concerning or arising out of or in connection with this agreement, is not settled through good faith negotiation or consultation, the same shall be referred to arbitration by a sole arbitrator.

**14.** The sole arbitrator shall be appointed by CMD/RailTel out of the panel of independent arbitrators maintained by RailTel, having expertise in their respective domains. The seat and the venue of arbitration shall be New Delhi. The arbitration proceedings shall be in accordance with the provision of the Arbitration and Conciliation Act 1996 and any other statutory amendments or modifications thereof. The decision of arbitrator shall be final and binding on both parties. The arbitration proceedings shall be conducted in English Language. The fees and cost of arbitration shall be borne equally between the part

**15. CONFIDENTIALITY OF NEGOTIATIONS**

Without the Disclosing Party's prior written consent, the Receiving Party shall not disclose to any Person who is not a Representative of the Receiving Party the fact that Confidential Information has been made available to the Receiving Party or that it has inspected any portion of the Confidential Information or that discussions between the Parties may be taking place.

**16. REPRESENTATION**

The Receiving Party acknowledges that the Disclosing Party makes no representation or warranty as to the accuracy or completeness of any of the Confidential Information furnished by or on its behalf. Nothing in this clause operates to limit or exclude any liability for fraudulent misrepresentation.

**17. ASSIGNMENT**

Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by any of the Parties without the prior written consent of each of the other Parties. Any purported assignment without such consent shall be void. Subject to the preceding sentences, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns.

**18. EMPLOYEES AND OTHERS**

Each Party shall advise its Representatives, contractors, subcontractors and licensees, and shall require its Affiliates to advise their Representatives, contractors, subcontractors and licensees, of the obligations of confidentiality and non-use under this Agreement, and shall be responsible for ensuring compliance by its and its Affiliates' Representatives, contractors, subcontractors and licensees with such obligations. In addition, each Party shall require all persons and entities who are not employees of a Party and who are provided access to the Confidential Information, to execute confidentiality or non-disclosure agreements containing provisions no less stringent than those set forth in this Agreement. Each Party shall promptly notify the other Party in writing upon learning of any unauthorized disclosure or use of the Confidential Information by such persons or entities.

**19. NO LICENSE**

Nothing in this Agreement is intended to grant any rights to under any patent, copyright, or other intellectual property right of the Disclosing Party, nor will this Agreement grant the Receiving Party any rights in or to the Confidential Information of the Disclosing Party, except as expressly set forth in this Agreement.

**20. RELATIONSHIP BETWEEN PARTIES:**

Nothing in this Agreement or in any matter or any arrangement contemplated by it is intended to constitute a partnership, association, joint venture, fiduciary relationship or other cooperative entity between the parties for any purpose whatsoever. Neither party has any power or authority to bind the other party or impose any obligations on it and neither party shall purport to do so or hold itself out as capable of doing so.

**21. UNPUBLISHED PRICE SENSITIVE INFORMATION (UPSI)**

\_\_\_\_\_ agrees and acknowledges that \_\_\_\_\_, its Partners, employees, representatives etc., by virtue of being associated with RailTel and being in frequent communication with RailTel and its employees, shall

be deemed to be “Connected Persons” within the meaning of SEBI (Prohibition of Insider Trading) Regulations, 2015 and shall be bound by the said regulations while dealing with any confidential and/ or price sensitive information of RailTel. \_\_\_\_\_ shall always and at all times comply with the obligations and restrictions contained in the said regulations. In terms of the said regulations, shall abide by the restriction on communication, providing or allowing access to any Unpublished Price Sensitive Information (UPSI) relating to RailTel as well as restriction on trading of its stock while holding such Unpublished Price Sensitive Information relating to RailTel.

## **22. MISCELLANEOUS.**

This Agreement constitutes the entire understanding among the Parties as to the Information and supersedes all prior discussions between them relating thereto. No amendment or modification of this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of each Party by its authorized representative. The failure or delay of any Party to enforce at any time any provision of this Agreement shall not constitute a waiver of such Party’s right thereafter to enforce each and every provision of this Agreement. In the event that any of the terms, conditions or provisions of this Agreement are held to be illegal, unenforceable or invalid by any court of competent jurisdiction, the remaining terms, conditions or provisions hereof shall remain in full force and effect. The rights, remedies and obligations set forth herein are in addition to, and not in substitution of, any rights, remedies or obligations which may be granted or imposed under law or in equity.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth above.

RailTel Corporation of India Ltd

By

By

Name:

Name:

Title:

Title:

Witnesses:

**Pre Bid Agreement**

(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs. 100/-. The stamp paper has to be in the name of the BA)

This Pre-Bid Agreement (the “**Agreement**”) is made at Delhi on this \_\_\_\_ Day of \_\_\_\_\_(month) 2023.

**BETWEEN**

**M/s. RailTel Corporation Of India Limited**, (CIN: L64202DL2000GOI107905) a company registered under the Companies Act 1956, having its registered and corporate office at Plate-A, 6<sup>th</sup> Floor, Office Block, Tower-2, East Kidwai Nagar, New Delhi India – 110 023 and Northern Regional office at 6<sup>th</sup> Floor, 3<sup>rd</sup> Block, Delhi IT Park, Shastri Park, New Delhi - 110053 (hereinafter referred to as “**RailTel**” which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the **FIRST PART**.

**AND**

**M/s. XXXX**, (CIN: \_\_\_\_\_) a company registered under the Companies Act 1956, \_\_\_\_\_ having its \_\_\_\_\_ registered office at \_\_\_\_\_ and its Corporate Office located at \_\_\_\_\_, (hereinafter referred to as “**XXXX**” which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the **SECOND PART**.

RailTel and \_\_\_\_\_ shall be hereinafter individually referred to as “**Party**” and collectively as “**Parties**.”

**WHEREAS,**

- A) RailTel is a "Mini Ratna (Category-I)" CPSU of Ministry of Railways, having exclusive right of way along Indian Railways and has created an OFC backbone and associated transport and network infrastructure to provide carrier class telecom services. RailTel has Unified License issued by DoT to provide a range of telecom services. RailTel also has two tier III certified datacentres at Secundrabad and Gurugram. RailTel has created a slew of digital services like cloud, hosting, hosted Video Conferencing service, Aadhar Services, Content delivery platform, WiFi as a service etc. RailTel has strong capabilities in managing telecom infrastructure, MPLS network infrastructure, data centre services like IaaS (Infrastructure as a Service) and PaaS (Platform as a Service).

B) \_\_\_\_\_(DETAILS OF SECOND PART)

C) RailTel had floated an EOI No: \_\_\_\_\_ dated  
pursuant to the RFP floated by End Customer for“ \_\_\_\_\_  
for End Customer Organization for agreed Scope of Work”(hereinafter referred as “The said  
work/project/tender”), and subsequently, based on the offer submitted by M/s XXXX towards the  
RailTel’s EOI, M/s XXXX has been selected by RailTel as Business Associate for the said Project.

D) RailTel is in the process of participating in the tender issued by end customer, complete details of which have  
deliberately not been shared with XXXX and XXXX has waived its right to get the RFP document of end  
customer owing to confidentiality concern raised by the end customer. However, a limited scope of work on  
‘need to know basis’ and as detailed in clause

1.7 below, which will be carried out by XXXX has been shared with XXXX and based on the representation  
of “XXXX” that “XXXX” has read the said limited Scope of Work and has understood the contents thereof  
and that “XXXX” has sufficient experience to execute the said limited and defined scope of work, the Parties  
have mutually decided to form a “ Business association” wherein RailTel shall act as the “Bidder” and  
“XXXX” shall act as the “business associate” in terms of the said Tender and in accordance to the terms  
agreed hereunder;

E) RailTel shall submit Rupees YYYY as BG against pre integrity pact at the time of submission of bid as an  
Integrity Pact bank guarantee to end customer and accordingly “XXXX” shall submit Rupees ZZZZ as BG of  
pre integrity pact on back to back

basis to RailTel before final submission of the said bid to end customer. **(This is applicable on cases to case  
basis as per CoR requirement. May please read in conjunction of the current RFP.)**

F) Party hereby acknowledges that RailTel has received Rs. \_\_\_\_\_ /-  
(Rs. \_\_\_\_\_) from M/s XXXX as per the Terms and conditions of EOI no.  
\_\_\_\_\_ dated \_\_\_\_\_.

G) The Parties are thus entering into this Agreement to record the terms and conditions of their  
understanding and the matters connected therewith.

RailTel has agreed to extend all the necessary and required support to “XXXX” during the entire  
contract period.

**NOW, THEREFORE**, in consideration of the mutual covenants set forth herein it is hereby agreed by and

between the Parties hereto as under:

## **1. SCOPE OF CO-OPERATION**

- 1.1. Parties have agreed to form a “business association” to co-operate with each other on an exclusive basis with respect to execution of the said Project.
- 1.2. It has been further agreed between the Parties that Parties shall not bid individually for the said Project nor shall they enter into any arrangement with other parties for the purpose of bidding for the said Project during the validity of this Agreement.
- 1.3. The Parties also agree that the terms of the said EOI for limited and defined scope of work along with the Corrigendum's issued thereafter shall apply mutatis-mutandis to this Agreement.
- 1.4. The Parties further agree that they shall, enter into a ‘Definitive Agreement’ containing elaborate terms and conditions, role and responsibilities and respective scope of work of this Agreement after declaration of RailTel as the successful bidder of the said Project.
- 1.5. RailTel shall submit the PBG amounting Rs. XXXXX, earnest money deposit / EMD declaration (whichever is applicable) and performance bank guarantee to **End customer** and accordingly “XXXX” shall submit to RailTel, BG amounting to Rs. \_\_\_\_\_ as the earnest money deposit. Further, XXXX shall also pay the performance bank guarantee in proportionate to the extent of its defined scope of work.
- 1.6. RailTel may further retain some portion of the work mentioned in the end organization's RFP, where RailTel has competence so that overall proposal becomes most winnable proposal.  
  
XXXX agrees, undertakes and acknowledges that following shall be Scope of Work of XXXX out of the total project work.:

2. Technical Terms – As per CoR document

## **3. TERM AND TERMINATION**

- 3.1. This Agreement shall come into force as of the date of signing and shall continue to be in full force and effect till the complete discharge of all obligations, concerning the carrying out of the said Project, except terminated earlier by the Parties in terms of this Agreement or in terms of the said project, whichever is applicable.
- 3.2. This Agreement can be terminated by either Parties forthwith in the event of happening of the following events:
  - (a) End customer announces or notifies the cancellation of the said Project and / or withdrawing the said

RFP.

- (b) The receipt of an official communication that End customer chooses not to proceed with RailTel for the said Project or RailTel is not short listed by End customer.
  - (c) Material breach of any of the terms and conditions of this Agreement by either of the Parties and the same is not rectified by the defaulting Party beyond 15 (fifteen) days (or a reasonable time period as mentioned under the notice issued by the other Party) from the date of receipt of notice from the other Party to cure the said breach.
- 3.3. Parties agree and understand that as of the execution of this Agreement they are contractually bound and obligated to perform the services, obligations and the scope of work entrusted, should RailTel be declared as the successful bidder of the said Project. Any Party shall not withdraw its participation subsequent to execution of this Agreement, at any point in time except in case of material breach of any of the terms of the Agreement.
- 3.4. In case “XXXX” breach the terms of Agreement i.e. defaulting party in such case the balance unsupplied quantity or service shall be completed by RailTel i.e. non-defaulting party and cost for completion of that balance unsupplied quantity or service of such defaulting party shall be executed by RailTel at the risk and cost of such defaulting party.

**4. Liability:**

It is understood that the parties are entering into this pre-bid teaming agreement for requirement of submission of bid against the RFP floated by end customer for Implementation of Network Security System and Integration for end Customer

Organization. Parties acknowledge and agree that “XXXX” shall be completely liable for the successful execution of this project, in relation to its defined scope of work (as detailed in clause 1.7 above), fully complying the end customer requirements . Accordingly, it is agreed that notwithstanding anything contained in the RFP document, “XXXX” shall be liable to RailTel with regard to its obligations and liability to complete the agreed and defined scope of work as detailed in clause 1.7 above..

**5. EXCLUSIVITY**

Parties agree to co-operate with each other for the purpose of the said Project on an exclusive basis with respect to applying for, submitting and execution of the said Project including providing of technical demo, proof of concept for the agreed and defined scope of work.

**6. PAYMENT TERMS**

The payment terms between the parties shall be only on receipt of payment from end customer and will be back to back as per customer acceptance on payment terms.

**7. TAXES**

Parties agree that they will comply with the Indian Income Tax Act in force from time to time and pay Indian Income Tax, as may be imposed / levied on them by the Indian

Income Tax Authorities, for the payments received by them for the Project under this agreement and any other taxes, cess, surcharge, etc. for their respective scope of works;

**8. INDEMNIFICATION**

- 8.1 Parties agree to and undertake to indemnify and hold each other, its officers, directors, agents and employees harmless, from and against any and all claims, demands, causes of action, losses, damages,



costs and expenses (including attorney's reasonable fees, costs of investigation and defence) arising out of or resulting from any claim, action or other proceeding (including any proceeding by any of the indemnifying party's employees, agents or contractors) based upon:

- i. any breach or contravention of any of the terms, conditions, covenants of this Agreement by the Party;
- ii. Unethical business practices;
- iii. any acts or omission of the Party and/ or any of its employees, agents or contractors, and the liability for damages to property arising from or out of party operations in connection with the performance of this agreement;
- iv. any claim for taxes that might arise or be imposed due to this performance of Services hereunder;
- v. any representation or warranty or information furnished by the Party being found to be false;
- vi. Parties failure to pay all applicable compensation to its respective personnel;
- vii. death or personal injury to any person;
- viii. destruction or damage to any property by acts or omissions of either Party, its representatives or personnel;
- ix. any violation/non-compliance by the Party with any applicable laws governmental regulations or orders;
- x. any third party liability;
- xi. improper handling or misuse of the Confidential Information of the Party(ies) by the Party

8.2 XXXX shall be liable to all risks and consequences (including the risk of payments) suffered in the performance of services under the Project and undertakes to indemnify RailTel from and against any non payments (of RailTel's share payable to RailTel), recoveries and claim from End Customer or any other cost or losses incurred due to default/non performance on part of XXXX.

## **9. COMPLIANCES TO STATUTORY OBLIGATIONS**

- 9.1. Parties shall also obtain and keep in place necessary insurance policies, mediclaim policies, group insurance schemes of adequate value to cover their workmen, supervisors, etc. with regard to any accidents, injury or the liability under the Employee Compensation Act.
- 9.2. Parties shall observe and be responsible for the compliance of all labour laws (including labour cess) as per government notifications and shall maintain necessary records for the same and shall submit the same to RailTel when so required.
- 9.3. Parties shall duly maintain all records / registers required to be maintained by them under various labour laws mentioned above and shall produce the same before the concerned Statutory Authorities whenever required and called upon to do so.

## **10. LEGAL STATUS**

This Agreement constitutes a contractual relationship and shall relate solely to the Project and shall not extend to other activities or be construed to create a corporation, body corporate, partnership or any other form of legal entity.

## **11. REPRESENTATIONS AND COVENANTS**

- 11.1. Each Party represents and warrants to the other Party as follows:

- 11.1.1. That it has full capacity, power and authority and has obtained all requisite consents and approvals to, enter into and to observe and perform this Agreement and to consummate the transactions contemplated hereunder. Each of the Persons / personnel executing this Agreement on behalf of the each of the Parties have full capacity and authority to sign and execute this Agreement on behalf of the respective Parties;
- 11.1.2. The execution, delivery and consummation of, and the performance by it, of this Agreement shall not conflict with, violate, result in or constitute a breach of or a default under, (a) any contract by which it or any of its assets or properties, are bound or affected, and/or (b) its constitutional documents;
- 11.1.3. This Agreement constitutes its legal, valid and binding obligations, enforceable against it, in accordance with their terms under Applicable Statutory Law(s);
- 11.1.4. It has the right, authority and title to execute this Agreement;

## **12. SUBCONTRACTING BETWEEN PARTIES**

If a Party subcontracts certain supplies or services pertaining to its scope of work to the other party, then the resulting relationship between such parties shall be governed by a separate subcontract. This Agreement shall not in any way be affected thereby except as stated otherwise in this Agreement

## **13. GOVERNING LAW AND JURISDICTION**

The construction, validity and performance of this Agreement shall be governed in all respects by the Laws of India. The Parties hereby submit to the exclusive jurisdiction of the Indian courts at Delhi only.

## **14. GOOD FAITH NEGOTIATION AND DISPUTE RESOLUTION**

The parties shall, at the first instance, attempt to resolve through good faith negotiation and consultation, any difference, conflict or question arising between the parties hereto relating to or concerning or arising out of or in connection with this agreement, and such negotiation or consultation shall begin promptly after a Party has delivered to another Party a written request for such consultation.

In the event of any dispute, difference, conflict or question arising between the parties hereto, relating to or concerning or arising out of or in connection with this agreement, is not settled through good faith negotiation or consultation, the same shall be referred to arbitration by a sole arbitrator.

The sole arbitrator shall be appointed by CMD/RailTel out of the panel of independent arbitrators maintained by RailTel, having expertise in their respective domains. The seat and the venue of arbitration shall be New Delhi. The arbitration proceedings shall be in accordance with the provision of the Arbitration and Conciliation Act 1996 and any other statutory amendments or modifications thereof. The decision of arbitrator shall be final and binding on both parties. The arbitration proceedings shall be conducted in English Language. The fees and cost of arbitration shall be borne equally between the parties.

## **15. FORCE MAJEURE**

“Force Majeure Event” shall mean any event beyond the reasonable control of the affected Party including acts of God, fires, earthquakes, strikes, pandemic, epidemics, lock down, and labor disputes, acts of war or terrorism, civil unrest, economic and financial sanctions, or acts or omissions of any Governmental Authority occurring on or after the Signature Date.

No Party shall be liable to the other if, and to the extent, that the performance or delay in performance of any of its obligations under this Agreement is prevented, restricted, delayed or interfered with, due to a Force Majeure Event.

The Party affected by Force Majeure Event shall promptly inform the other Party in writing and shall furnish within 30 (thirty) days thereafter, sufficient proof of the occurrence and expected duration of such Force Majeure Event. The Party affected by Force Majeure Event shall also use all reasonable endeavours to mitigate the negative effects of such Force Majeure Event on such Party's ability to perform its contractual obligations. In the event of a Force Majeure Event, the Parties shall immediately consult with each other in order to find an equitable solution and shall use all reasonable endeavours to minimise the consequences of such Force Majeure Event.

The occurrence of a Force Majeure Event shall however, not relieve a Party of any obligation to pay any sum due under this Agreement prior to the occurrence of the Force Majeure Event.

If the Force Majeure lasts for more than 6 (six) months, the Parties may mutually decide in writing on the future course of action with respect to this Agreement.

## **16. INTELLECTUAL PROPERTY RIGHTS**

16.1. Each Party shall remain the sole owner of all industrial or intellectual property rights, Technical Data, Know-How, designs, specifications and the like, generated or acquired before the signature, or beyond the scope of this agreement.

16.2. Each Party shall remain the sole owner of all industrial or intellectual property rights, technical data, know-how, design specifications and the like generated solely by that Party during the course of the performance of this agreement and shall not be free to use it by the other party and if the other party uses that intellectual property rights prior permission shall be taken with paying necessary fees for such rights.

16.3. In case of joint development, the work-share and associated ownership of intellectual property of each Party shall be mutually agreed upon and defined in advance in the definitive agreement for the specific program. However, should any invention be jointly made by the Parties in the performance of this agreement, without neither Party being in a position to reasonably claim the ownership of said intellectual property right, the said right shall be jointly owned by the Parties and the corresponding measures of protection for both Parties of the said right as may be practicable shall be mutually agreed by both Parties and cost for such registration of such right shall be borne by the parties proportionately as per the ownership of the rights.

16.4 As on date, Parties confirm that there are no infringements of any Intellectual Property Rights of the products contemplated under this agreement, in accordance with the laws prevailing in the country.

16.5. The Parties undertake and confirm that the Technology / Knowhow / Design owned by each of them and intended to be put into use for execution of various Projects pursuant to this agreement has been originally developed by each of such Parties. The Parties are entitled to all the Intellectual Property Rights in Technology / Knowhow / Design intended to be put into use for execution of various Projects and no third-party Intellectual Property Rights have been put into use either in their original or modified form without proper authorisation of such third party. The Parties further vouchsafes that the foregoing undertaking is actuated by truth and accuracy and no misrepresentation is being put into use for inducing each other to enter into this agreement.

## **17. CONFIDENTIALITY**

17.1. During the term of this agreement, either party may receive or have access to technical information, as well as information about product plans and strategies, promotions, customers and related non-technical business information which the disclosing party considers to be confidential ("Confidential

Information as per RFP tender document"). In the event Confidential Information is to be disclosed, the Confidential Information must be marked as confidential at the time of disclosure, or if disclosed orally but stated to be confidential, and be designated as confidential in writing by the disclosing party summarizing the Confidential Information disclosed and sent to the receiving party within thirty (30) days after such oral disclosure.

17.2. Confidential Information may be used by the receiving party only with respect to the performance of its obligations under this Agreement, and only by those employees of the receiving party and its subcontractors who have a need to know such information for purposes related to this Agreement, provided that such subcontractors have signed separate agreements containing substantially similar confidentiality provisions. The receiving party must protect the Confidential Information of the disclosing party by using the same degree of care to prevent the unauthorized use, dissemination or publication of such Confidential Information, as the receiving party uses to protect its own confidential information of like nature.

17.3. The obligations is not applicable to any information which is:

17.3.1. Already known by the receiving party prior to disclosure;

17.3.2. Publicly available through no fault of the receiving party;

17.3.3. Rightfully received from a third party without being responsible for its confidentiality;

17.3.4. Disclosed by the disclosing party to a third party without being responsible for its Confidentiality on such third party;

17.3.5. Independently developed by the receiving party prior to or independent of the disclosure;

17.3.6. Disclosed under operation of law;

17.3.7. Disclosed by the receiving party with the disclosing party's prior written approval.

17.4 XXXX agrees and acknowledges that XXXX, its Partners, employees, representatives etc., by virtue of being associated with RailTel and being in frequent communication with RailTel and its employees, shall be deemed to be "Connected Persons" within the meaning of SEBI (Prohibition of Insider Trading) Regulations, 2015 and shall be bound by the said regulations while dealing with any confidential and/ or price sensitive information of RailTel. XXXX shall always and at all times comply with the obligations and restrictions contained in the said regulations. In terms of the said regulations, XXXX shall abide by the restriction on communication, providing or allowing access to any Unpublished Price Sensitive Information (UPSI) relating to RailTel as well as restriction on trading of its stock while holding such Unpublished Price Sensitive Information relating to RailTel

17.5 Notwithstanding anything contained in this agreement, XXXX undertakes, agrees and acknowledges that being RailTel's Business Associate, XXXX shall maintain utmost confidentiality in relation to said Project. XXXX further, undertakes that any information relating to said Project which is or will be disclosed/ divulged by RailTel on need to know basis, will be received and treated by XXXX as strictly confidential and XXXX shall not, without the prior written consent of the RailTel or as expressly permitted herein, disclose or make available to any other person such information.

## **18. NOTICES**

Notices, writings and other communications under this Agreement may be delivered by hand, by registered mail, by courier services or facsimile to the addresses as set out below:

To: RailTel Corporation of India Ltd

Kind Attn: Executive Director / Northern Region

Address: 6th Floor, 3rd Block, Delhi IT Park, New Delhi - 110053  
Tel No.: +91-11-22185933/22185934  
Email: ednr@railtelindia.com

To XXXX

To: XXXX

Kind Attn: \_\_\_\_\_ Address: \_\_\_\_\_

Mob. No.: \_\_\_\_\_ Email: \_\_\_\_\_

## **19. AMENDMENT**

No amendment or modification or waiver of any provision of these presents, nor consent to any departure from the performance of any obligations contained herein, by any of the Parties hereto, shall in any event be valid and effective unless the same is in writing and signed by the Parties or their duly authorized representative especially empowered in this behalf and the same shall be effective only in respect of the specific instance and for the specific purpose for which it is given.

## **20. PRIOR UNDERSTANDING**

This Agreement contains the entire Agreement between the Parties to this Agreement with respect to the subject matter of the Agreement, is intended as a final expression of such Parties' agreement with respect to such terms as are included in this Agreement is intended as a complete and exclusive statement of the terms of such agreement, and supersedes all negotiations, stipulations, understanding, Agreements, representations and warranties if any, with respect to such subject matter, which precede or accompany the execution of this Agreement.

## **21. GENERAL**

### **21.1. Binding Effect:**

This Agreement shall be binding upon and inure to the benefit of the Parties here to and their respective legal successors.

### **21.2. Counterparts:**

This Agreement may be executed simultaneously in 2 (two) counterparts, each of which shall be deemed to be original and all of which together shall constitute the same Agreement.

### **21.3. Non-Partnership:**

21.3.1. This Agreement shall be on a principal-to-principal basis and shall not create any principal-agent relationship between the Parties.

21.3.2. Nothing in this Agreement shall be deemed to constitute a partnership or joint venture between the Parties or otherwise entitle either Party to have an authority to bind the other Party for any purpose.

### **21.4. Severability:**

In the event any provision of this agreement is held invalid or un-enforceable by a court of competent jurisdiction, such provision shall be considered separately and such determination shall not invalidate the other provisions of this agreement and annexure/s which will be in full force and effect.

### **21.5. Waiver:**

A failure by any Party to exercise or enforce any rights conferred upon it by this Agreement shall not be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time.

**21.6. Time is of essence:**

Time is the essence of this agreement and the Parties herein agree and acknowledge to abide by the same.

**22. Miscellaneous**

22.1. No Party to this agreement will have any rights or obligations arising from or in relation to this agreement in excess of those rights and obligations expressly declared herein.

22.2. No Party to this agreement is entitled to sell, assign or otherwise transfer any of its rights and/or obligations arising from or in relation to this agreement to any third party, without the prior written consent of the other Party of this agreement.

22.3. Each Party shall be solely responsible for its own actions or failures to act and for its own commitments and undertakings. Neither Party shall present itself as the representative or agent of the other Party, nor shall it have the power or the authority to commit the other Party, unless it receives the other Party's prior written consent.

22.4. No release shall be made by any Party to the news media or the general public relating to this agreement and/or the subject matter thereof without prior written approval of the other Party..

22.5. During the term of this agreement, each party shall refrain from taking any action or attempt to take any action with the intent of impairing or causing prejudice to the business relationship, whether existing or prospective that subsists between the other party and its customers and business partners. Each party shall also desist from inducing or influencing or attempting to induce or influence any customer or business partner, whether existing or prospective of the other party, resulting into prejudice or detriment to business prospects of the other party.

Furthermore, Parties shall not compete with or cause detriment to the business prospects of each other by making use of confidential information, whether in its embodied or disembodied form, shared pursuant to this agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

For RailTel Corporation of India Limited  
Authorised Signatory

Name:

Designation:

In Presence of witness:

Signature:

Name:

Address:

For XXXX

Authorized Signatory

Name:

Designation:

Signature:

Name:

Address

### **Integrity Pact Program**

Bringing the practices in RailTel Corporation of India Limited up to the internationally acclaimed best practices for raising integrity levels in procurement of works and services, RailTel is implementing the Integrity Pact Program in line with the recommendation of Central Vigilance Commission (CVC).

The Integrity Pact Program envisages an 'Integrity Pact', an agreement between the prospective Bidders & Contractors and RailTel, committing the persons/officials of both parties, not to exercise any influence on any aspect of the contract.

#### **Coverage:**

The Integrity Pact Program will cover the following tenders/procurements:

All tenders relating to procurement of OFC, quad cable, pre-fab shelters, electronic equipments and its installations and/or commissioning etc and other item(s) or activity/activities proposed to be carried out or required by the Company for the value exceeding Rs. 15 crores at a time including for repair and maintenance of cable /network and any other items required for special works assigned to RailTel

#### **Implementation:**

The accompanying 'Integrity Pact' will be issued along with the bidding documents and will also be uploaded on the website.

Bidder of Indian origin shall submit the Integrity Pact (in 2 copies) on a non judicial stamp paper of Rs. 100/- duly signed by the person signing the bid. Bidder of foreign origin may submit the Integrity Pact on its company's letterhead, duly signed by the person signing the bid.

If the bidder is a partnership or a consortium, the Integrity Pact shall be signed by all the partners or consortium members.

The 'Integrity Pact' shall be returned by the Bidder duly signed along with the Bid in a separate envelope, duly superscripted with 'Integrity Pact'.

On behalf of RailTel, the Integrity pact will be signed by the concerned representative of the Projects department in the Bid Opening Committee immediately on receipt of Integrity Pact signed by the Bidder at the time of Bid opening. One copy of the Integrity Pact shall be retained by RailTel and the 2nd copy will be issued to the representative of the bidders during bid opening. If the Bidders representative is not present during the Bid opening, the 2nd copy shall be sent to the bidder by post/courier.

Bidder's failure to submit the Integrity Pact duly signed along with the Bid shall lead to outright rejection of the Bid.

The bidder shall not change the contents of the Integrity pact.

All the pages of the Integrity Pact are to be signed by both RailTel and the Bidder.

### **Independent External Monitors (IEMs):**

1. CMD of RailTel is the authority to appoint Independent External Monitor(s) to oversee Integrity Pact Program's implementation and effectiveness with respect to the tenders/procurements to which Integrity Pact Program applies. For this purpose, CVC would nominate IEMs for RailTel from the panel of IEMs maintained by it. The Terms and Conditions of their appointment would be decided by CMD, RailTel in line with CVC guidelines in the matter.
2. In all tenders covered under the Integrity Pact, particulars of all IEMs, including their email IDs should be mentioned.
3. A copy of such Tender Document shall be forwarded to both IEM's promptly after publishing of the same, Information regarding the contracts awarded against the said Tender shall be provided to the concerned IEM at regular intervals as decided in consultation with CVO. Additional details/documents, if any, shall be furnished to the concerned IEM/IEMs, as and when sought by them.
4. IEM/IEMs shall provide their opinion on the complaints received by them to CMD RaiTel at the earliest. They may however send their report directly to the CVO in case of suspicion of serious irregularities requiring legal/administrative action.

NAME	CONTACT
Shri. Vinit Kumar Jayaswal	<b>Address:</b> E-34, Brahma Apartments, Plot-7, Sector-7, Dwarka, New Delhi-110075 <b>E-Mail ID:</b> gkvinit@gmail.com <b>Mobile Number:</b> (+91)-9871893484
Shri. Punati Sridhar	<b>Address:</b> 8C, Block 4, 14-C Cross, MCHS Colony, HSR 6th Sector, Bangaluru-560102 <b>E-Mail ID:</b> poonatis@gmail.com <b>Mobile Number:</b> (+91)-9448105097



**GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS**

- 1.0 There shall be compulsory registration of agents for all global (Open) Tender and Limited Tender. An agent who is not registered with RailTel Units shall apply for registration in the prescribed Application -Form.
- 1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/ Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/ remuneration/ retainer-ship being paid by the principal to the agent before the placement of order by RailTel.
- 1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.

**2.0 DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA, IF ANY.****2.1** Tenderers of Foreign nationality shall furnish the following details in their offer:

- 2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished.
- 2.1.2 The amount of commission/ remuneration included in the quoted price(s) for such agents/representatives in India.
- 2.1.3 Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/ representatives in India, may be paid by RAILTEL in Indian Rupees only.

**2.2** Tenderers of Indian Nationality shall furnish the following details in their offers:

- 2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e, whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.

2.2.2 The amount of commission /remuneration included in the price(s) quoted by the tenderer for himself.

2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/ remuneration, if any, reserved for the Tenderer in the quoted price(s), may be paid by RAILTEL in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.

**2.3** In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission/ remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.

**2.4** Failure to furnish correct and detailed information as called for in paragraph 2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by RAILTEL. Besides this there would be a penalty of banning business dealings with RAILTEL or damage or payment of a named sum.

\* \* \* \* \*

**GUIDELINES ON BANNING OF BUSINESS DEALINGS CONTENTS**

<b>S. No.</b>	<b>Description</b>	<b>Page No.</b>
1	Introduction	4
2	Scope	4
3	Definitions	5-6
4	Initiation of Banning / Suspension	6
5	Suspension of Business Dealings	6-8
6	Ground on which Banning of Business Dealings can be initiated	8-9
7	Banning of Business Dealings	9-11
8	Removal from List of approved Agencies-Suppliers/ Contractors etc.	11
9	Procedure for issuing Show-cause Notice	11
10	Appeal against the Decision of the Competent Authority	12
11	Review of the Decision by the Competent Authority	12
12	Circulation of the names of Agencies with whom Business Dealings have been banned	12

## 1. Introduction

- 1.1 RailTel Corporation of India Ltd (RAILTEL), being a Public Sector Enterprise, under the administrative control of the Ministry of Railways and therefore being an authority deemed to be 'the state' within the meaning of Article 12 of Constitution of India, has to ensure preservation of rights enshrined in Chapter III of the Constitution. RAILTEL has also to safeguard its commercial interests. RAILTEL deals with Agencies, who have a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of RAILTEL to deal with Agencies who commit deception, fraud or other misconduct in the execution of contracts awarded / orders issued to them. In order to ensure compliance with the constitutional mandate, it is incumbent on RAILTEL to observe principles of natural justice before banning the business dealings with any Agency.
- 1.2 Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

## 2. Scope

- 2.1 The General Conditions of Contract (GCC) of RAILTEL generally provide that RAILTEL reserves its rights to remove from list of approved suppliers/ contractors or to ban business dealings if any Agency has been found to have committed misconduct and also to suspend business dealings pending investigation. If such provision does not exist in any GCC, the same may be incorporated.
- 2.2 Similarly, in case of sale of material there is a clause to deal with the Agencies/ customers/ buyers, who indulge in lifting of material in unauthorized manner. If such a stipulation does not exist in any Sale Order, the same may be incorporated.
- 2.3 However, absence of such a clause does not in any way restrict the right of Company (RAILTEL) to take action / decision under these guidelines in appropriate cases.
- 2.4 The procedure of (i) Removal of Agency from the List of approved suppliers/ contractors;  
(ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.
- 2.5 These guidelines apply to Corporate Office, all Regions and Subsidiaries of RAILTEL.

2.6 It is clarified that these guidelines do not deal with the decision of the Management to avoid entertaining any particular Agency due to its poor / inadequate performance or for any other reason.

2.7 The banning shall be with prospective effect, i.e., future business dealings.

### 3. Definitions

In these Guidelines, unless the context otherwise requires:

- i) 'Party / Contractor / Supplier / Purchaser / Customer' shall mean and include a public limited company or a private limited company, a firm whether registered or not, an individual, a cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. 'Party / Contractor / Supplier / Purchaser / Customer' in the context of these guidelines is indicated as 'Agency'.
- ii) 'Inter-connected Agency' shall mean two or more companies having any of the following features:
  - a) If one is a subsidiary of the other;
  - b) If the Director(s), Partner(s), Manager(s) or Representative(s) are common;
  - c) If management is common;
  - d) If one owns or controls the other in any manner;
- iii) 'Competent Authority' and 'Appellate Authority' shall mean the following:
  - a) For Company (entire RAILTEL) wide Banning: The Director shall be the 'Competent Authority' for the purpose of these guidelines. CMD, RAILTEL shall be the 'Appellate Authority' in respect of such cases except banning of business dealings with Foreign Suppliers of imported items.
  - b) For banning of business dealings with Foreign Suppliers of imported items, RAILTEL Directors Committee (RDC) shall be the 'Competent Authority'. The Appeal against the Order passed by RDC, shall lie with CMD, as First Appellate Authority.
  - c) In case the foreign supplier is not satisfied by the decision of the First Appellate Authority, it may approach Railway Board as Second Appellate Authority.
  - d) For RailTel Regions only: Any officer not below the rank of General Manager appointed or nominated by the Executive Director of concerned Region shall be the 'Competent Authority' for the purpose of these guidelines. The Executive Director of the concerned Region shall be the 'Appellate Authority' in all such cases.
  - e) For Corporate Office only: For procurement of items / award of contracts, to meet the requirement of Corporate Office only, Concerned Group General Manager / General Manager shall be the 'Competent Authority' and concerned Director shall be the 'Appellate Authority'.
  - f) CMD, RAILTEL shall have overall power to take suo-moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these guidelines.
- iv) 'Investigating Department' shall mean any Department or Unit investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.

- v) 'List of approved Agencies - Parties / Contractors / Suppliers/ Purchaser/ Customers' shall mean and include list of approved /registered Agencies - Parties/ Contractors / Suppliers / Purchasers / Customers, etc.

#### 4. Initiation of Banning / Suspension

Action for banning / suspension of business dealings with any Agency should be initiated by the department having business dealings with them after noticing the irregularities or misconduct on their part. Besides the concerned department, Vigilance Department of each Region / Unit/ Corporate Office may also be competent to initiate such action.

#### 5. Suspension of Business Dealings

- 5.1 If the conduct of any Agency dealing with RAILTEL is under investigation by any department (except Foreign Suppliers of imported items), the Competent Authority may consider whether the allegations under investigation are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order to this effect may indicate a brief of the charges under investigation. If it is decided that inter-connected Agencies would also come within the ambit of the order of suspension, the same should be specifically stated in the order. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to Investigating Department. The Investigating Department may ensure that their investigation is completed and whole process of final order is over within such period.
- 5.2 The order of suspension shall be communicated to all the departmental heads within the unit/ region/ Corporate Office as the case may be. During the period of suspension, no business dealing may be held with the agency.
- 5.3 As far as possible, the existing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.
- 5.4 If the gravity of the misconduct under investigation is very serious and it would not be in the interest of RAILTEL, as a whole, to deal with such an Agency pending investigation, the Competent Authority may send his recommendation to Chief Vigilance Officer (CVO), RAILTEL Corporate Office alongwith the material available. If Corporate Office considers that depending upon the gravity of the misconduct, it would not be desirable for all the units/ regions of RAILTEL to have any dealings with the Agency concerned, an order suspending business dealings may be issued to all the units/ Regions / Corporate Office by the Competent Authority of the Corporate Office, copy of which may be endorsed to the Agency and all concerned. Such an order would operate for a period of six months from the date of issue.
- 5.5 for suspension of business dealings with Foreign Suppliers of imported items, following shall be the procedure:

- i) Suspension of the foreign suppliers shall apply throughout the Company/ Regions including Subsidiaries.
- ii) Based on the complaint forwarded by ED / GGM / GM or received directly by Corporate Vigilance, if gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of RAILTEL to continue to deal with such agency, pending investigation, Corporate Vigilance may send such recommendation on the matter to Executive Director / GGM / GM, to place it before a Committee consisting of the following:
  - 1. ED / GGM/ GM (viz. Representative of Corporate Finance).
  - 2. ED / GGM/ GM (viz. Representative of Department concerned with procurement of imported items)- Convener of the Committee.
  - 3. ED / GGM/ GM (to be nominated on case to case basis).
  - 4. ED / GGM/ GM ((viz. Representative of Corporate Law).

The committee shall expeditiously examine the report and give its comments / recommendations within twenty-one days of receipt of the reference by ED/ GGM/ GM.

- iii) The comments / recommendations of the Committee shall then be placed by ED/GGM/GM, before RAILTEL Directors' Committee (RDC) constituted for import of items. If RDC opines that it is a fit case for suspension, RDC may pass necessary orders which shall be communicated to the foreign supplier by the ED/GGM/GM.

5.6 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.

5.7 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.

## 6. Ground on which Banning of Business Dealings can be initiated

- 6.1 If the security consideration, including questions of loyalty of the Agency to the State, so warrants;
- 6.2 If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or RAILTEL, during the last five years;
- 6.3 If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc;
- 6.4 If the Agency continuously refuses to return / refund the dues of RAILTEL without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law;

- 6.5 If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence;
- 6.6 If business dealings with the Agency have been banned by the Govt. or any other public sector enterprise;
- 6.7 If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts;
- 6.8 If the Agency uses intimidation/ threatening or brings undue outside pressure on the Company (RAILTEL) or its official in acceptance/ performances of the job under the contract;
- 6.9 If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;
- 6.10 Willful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-dispatch inspection was carried out by Company (RAILTEL) or not;
- 6.11 Based on the findings of title investigation report of CBI / Police against the Agency for malafide/ unlawful acts or improper conduct on his part in matters relating to the Company (RAILTEL) or even otherwise;
- 6.12 Established litigant nature of the Agency to derive undue benefit;
- 6.13 Continued poor performance of the Agency in several contracts;
- 6.14 If the Agency misuses the premises or facilities of the Company (RAILTEL), forcefully occupies tampers or damages the Company's properties including land, water resources, etc.

*(Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).*

## **7. Banning of Business Dealings**

- 7.1 Normally, a decision to ban business dealings with any Agency should apply throughout the Company including subsidiaries. However, the Competent Authority of the Region/ Unit except Corporate Office can impose such ban Region-wise only if in the particular case banning of business dealings by respective Region/ Unit will serve the purpose and achieve its objective and banning throughout the Company is not required in view of the local conditions and impact of the misconduct/ default to beyond the Region/ Unit. Any ban imposed by Corporate Office shall be applicable across all Regions/ Units of the Company including Subsidiaries.
- 7.2 For Company-wide banning, the proposal should be sent by ED of the Region/ Unit to the CVO/RailTel setting out the facts of the case and the justification of the action  
proposed



Along with all the relevant papers and documents except for banning of business dealings with Foreign Suppliers of imported items.

The Corporate Vigilance shall process the proposal of the concerned Region/ Unit for a prima-facie view in the matter by the Competent Authority nominated for Company-wide banning.

The CVO shall get feedback about that agency from all other Regions/ Units. Based on this feedback, a prima-facie decision for banning / or otherwise shall be taken by the Competent Authority.

If the prima-facie decision for Company-wide banning has been taken, the Corporate Vigilance shall issue a show-cause notice to the agency conveying why it should not be banned throughout RAILTEL.

After considering the reply of the Agency and other circumstances and facts of the case, a final decision for Company-wide banning shall be taken by the competent Authority.

- 7.3 There will be a Standing Committee in each Region/ Unit to be appointed by Chief Executive Officer for processing the cases of "Banning of Business Dealings" except for banning of business dealings with foreign suppliers. However, for procurement of items/ award of contracts, to meet the requirement of Corporate Office only, the committee shall be consisting of General Manager/ Dy. General Manager each from Operations, Finance, Law & Project. Member from Project shall be the convener of the committee. The functions of the committee shall, inter-alia include:
- i) To study the report of the investigating Agency and decide if a prima-facie case for Company-wide / Region wise banning exists, if not, send back the case to the Competent Authority.
  - ii) To recommend for issue of show-cause notice to the Agency by the concerned department.
  - iii) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.
  - iv) To submit final recommendation to the Competent Authority for banning or otherwise.
- 7.4 If the Competent Authority is prima-facie of view that action for banning business dealings with the Agency is called for, a show- cause notice may be issued to the Agency and an enquiry held accordingly.
- 7.5 Procedure for Banning of Business Dealings with Foreign Suppliers of imported items.
- i) Banning of the agencies, shall apply throughout the Company including subsidiaries.
  - ii) Based on the complaint forwarded by Executive Director or received directly by Corporate Vigilance, an investigation shall be carried out by Corporate Vigilance. After investigation, depending upon the gravity of the misconduct, Corporate Vigilance may send their report to Executive Director/ GGM/ GM, to be placed before a Committee consisting of the following:

1. ED / GGM/ GM (viz. Representative of Corporate Finance).
2. ED / GGM/ GM (viz. Representative of Department concerned with procurement of imported items)- Convener of the Committee.
3. ED / GGM/ GM (to be nominated on case to case basis).
4. ED / GGM/ GM ((viz. Representative of Corporate Law).

The Committee shall examine the report and give its comments/ recommendations within 21 days of receipt of the reference by ED.

- iii) The comments/recommendations of the Committee shall be placed by ED/ GGM/ GM before RAILTEL Directors' Committee (RDC) constituted for import of foreign items. If RDC opines that it is a fit case for initiating banning action, it will direct

ED/ GGM/ GM to issue show-cause notice to the agency for replying within a reasonable period.

- iv) On receipt of the reply or on expiry of the stipulated period, the case shall be submitted by ED to RDC for consideration & decision.
- v) The decision of the RDC shall be communicated to the agency by ED/GGM/GM concerned.

#### 8. Removal from List of Approved Agencies – Suppliers / Contractors, etc.

- 8.1 If the Competent Authority decides that the charge against the Agency is of a minor nature, it may issue a show-cause notice as to why the name of the Agency should not be removed from the list of approved Agencies - Suppliers / Contractors, etc.
- 8.2 The effect of such an order would be that the Agency would not be disqualified from competing in Open Tender Enquiries but LTE (Limited Tender Enquiry) may not be given to the Agency concerned.
- 8.3 Past performance of the Agency may be taken into account while processing for approval of the Competent Authority for awarding the contract.

#### 9. Show-cause Notice

- 9.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency. Statement containing the imputation of misconduct or misbehavior may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defence.
- 9.2 If the Agency requests for inspection of any relevant document in possession of RAILTEL, necessary facility for inspection of documents may be provided.
- 9.3 The Competent Authority may consider and pass all appropriate speaking order:
  - a) For exonerating the Agency if the charges are not established.

- b) For removing the Agency from the list of approved Suppliers/ Contactors, etc.
- c) For banning the business dealing with the Agency.

9.4 If it decides to ban business dealings, the period for which the ban would be operative may be mentioned. The order may also mention that the ban would extend to the interconnected Agencies of the Agency.

#### **10. Appeal against the Decision of the Competent Authority**

10.1 The agency may file an appeal against the order of the Competent Authority banning business dealing, etc. The appeal shall lie to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.

10.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.

#### **11. Review of the Decision by the Competent Authority**

Any petition / application filed by the Agency concerning the review of the banning order passed originally by Chief Executive / Competent Authority under the existing guidelines either before or after filing of appeal before the Appellate Authority or after disposal of appeal by the Appellate Authority, the review petition can be decided by the Chief Executive / Competent Authority upon disclosure of new facts / circumstances or subsequent development necessitating such review. The Competent Authority may refer the same petition to the Standing Committee for examination and recommendation.

#### **12. Circulation of the names of Agencies with whom Business Dealings have been banned**

12.1 Depending upon the gravity of misconduct established, the Competent Authority of the Corporate Office may circulate the names of Agency with whom business dealings have been banned, to the Government Departments, other Public Sector Enterprises, etc. for such action as they deem appropriate.

12.2 If Government Departments or a Public Sector Enterprise requests for more information about the Agency with whom business dealings have been banned, a copy of the report of the Inquiring authority together with a copy of the order of the Competent Authority / Appellate Authority may be supplied.

12.3 If business dealings with any Agency have been banned by the Central or State Government or any other Public Sector Enterprise, RAILTEL may, without any further enquiry or investigation, issue an order banning business dealing with the Agency and its interconnected Agencies.

12.4 Based on the above, Regions / Units may formulate their own procedure for implementation of the guidelines.

\* \* \* \* \*

*(To be executed in presence of Public Notary on non-judicial stamp paper of the value of Rs. 100/-. The paper has to be in the name of the BA)*

RailTel Corporation of India Limited, hereinafter referred to as "The Principal".

And

....., hereinafter referred to as "The Bidder/ Contractor"

#### Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for.....  
.....The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and /or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

#### Section 1- Commitments of the Principal

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

#### Section 2- Commitments of the Bidder(s) / Contractor(s)

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
  - a. The Bidder(s)/contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage during tender process or during the execution of the contract.
  - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any

undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

- c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) /Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" as annexed and marked as Annexure A.
  - e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### Section 3: Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process & exclude him from future business dealings as per the existing provisions of GFR, 2017, PC ACT 1988) or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings" and any other Financial Rules/Guidelines applicable to the Principal. Copy of the "Guidelines on Banning of business dealings" is annexed and marked as Annex-"B".

### Section 4: Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to be terminated the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

### Section 5: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.
2. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process for action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

#### Section 6: Equal treatment of all Bidders / Contractors/Subcontractors.

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a signed commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal Contractor shall take the responsibility of the adoption of IP by the sub- contractors. It is to be ensured that all sub-contractors also sign the IP.
3. In case of a Joint Venture, all the partners of the Joint Venture should sign the Integrity pact.
4. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions

#### Section 7: Criminal charges against violation by Bidder(s) / Contractor(s) / Sub contractor(s)

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

#### Section 8: Independent External Monitor / Monitors

1. The Principal appoints competent & credible Independent External Monitors for this pact as nominated by the Central Vigilance Commission(CVC) Government of India, from the panel of IEMs maintained by it. The task of the Monitors is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, RailTel.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor.
4. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an

impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

*Note : However, the documents /records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.*

6. For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process or during execution of contract, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. The advice of the IEM panel is restricted to resolving issues raised by a bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders.
7. The panel of IEMs are expected to submit a joint written report to the CMD, RailTel within 30 days from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
8. Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the RailTel Board.
9. The IEMs would examine all complaints received by them and give their recommendations/views to the CMD, RailTel at the earliest. They may also send their report directly to the CVO in case of suspicion of serious irregularities requiring legal/administrative action. Only in case of very serious issue having a specific, verifiable vigilance angle, the matter should be reported directly to the Chief Vigilance Commission.
10. The word 'Monitor' would include both singular and plural.
11. In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose. In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organization may take further action as per the terms & conditions of the contract. However, not more than five meetings shall be held for a particular dispute resolution. The fees/expenses on dispute resolution shall be equally shared by both the parties.



## Section 9: Pact Duration

Integrity Pact, in respect of a particular contract, shall be operative from the date IP is signed by both the parties till the completion of contract. After award of work, the IEMs shall look into any issue relating to execution of contract, if specifically raised before them. However, the IEMs may suggest systemic improvements to the management of the organization concerned, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.

In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the contract has been awarded.

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

## Section 10: Other Provisions

1. This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing.
3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. The parties signing the IP shall not approach the Courts while representing the matters to the IEMs and he/she will await the decision in the matter.
6. Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor
7. The Integrity pact shall be deemed to form a part of contract and parties shall be bound by it's provision.
8. Issues like warranty/guarantee etc. should be outside the purview of IEMs.

(For & on behalf of the principal)

(For & on behalf of bidder/contractor)

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_



Signature:

Signature:

(Office Seal)

(Office Seal)

Place: \_\_\_\_\_  
Date: \_\_\_\_\_  
Witness 1:  
*(Name & Address)*

Place: \_\_\_\_\_  
Date: \_\_\_\_\_  
Witness 1:  
*(Name & Address)*

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Witness 2:  
*(Name & Address)*

Witness 2:  
*(Name & Address)*

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**EMD BANK GUARANTEE FORMAT**

EOI Ref No: \_\_\_\_\_ Date: XX-XX-XXXX

End Customer Tender Ref. No.: \_\_\_\_\_ Dated: XX-XX-XXXX on \_\_\_\_\_ portal

**BID SECURITY (BANK GUARANTEE)**

WHEREAS, [name of Bidder] (hereinafter called "the Bidder") has submitted his Bid dated [date] Selection of Implementation Partner from RailTel Empaneled Business Associate for exclusive PRE-BID TEAMING ARRANGEMENT for the work of [name of Contract] (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that We [name of bank] of [name of country] having our registered office at \_\_\_\_\_ (Hereinafter called "the Bank") are bound unto RailTel Corporation of India Limited., 6th Floor, IIIrd Block, Delhi Technology Park, Shastri Park, Delhi-110053 [name of Employer] (hereinafter called "the Employer") in the sum of Rs. \_\_\_\_\_ (Rupees in words only) for which payment well and truly to be made to the said Employer the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20XX. THE CONDITIONS of this obligation are:

1. If after Bid opening the Bidder withdraws his bid during the period of Bid validity specified in the Form of Bid;

OR

2. If the Bidder having been notified of the acceptance of his bid by the Employer during the period of Bid validity:

- a. Fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required;

or

- b. fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders;

or

- c. does not accept the correction of the Bid Price;

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date \_\_\_\_\_, \_\_\_\_\_ days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

Date: \_\_\_\_\_

Signature of the bank: \_\_\_\_\_

Seal of Bank: \_\_\_\_\_

[Signature, name, and address] \_\_\_\_\_

**{RailTel SFMS details –****BG advising message – IFN 760COV/ IFN 767COV via SFMS.****IFSC Code of ICICI Bank to be used (ICIC0000007). Unique reference (RAILTEL6103) in field 7037}.**

## Annexure 10

### FORMAT FOR AFFIDAVIT TO BE UPLOADED BY BA ALONGWITH THE EOI DOCUMENTS

(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs. 100/-. The paper has to be in the name of the BA) \*\*

I \_\_\_\_\_ (Name and designation)\*\* appointed as the attorney/authorized signatory of the BA (including its constituents), M/s \_\_\_\_\_ (hereinafter called the BA) for the purpose of the EOI documents for the work of \_\_\_\_\_ as per the EOI No. \_\_\_\_\_ of (RailTel Corporation of India Limited), do hereby solemnly affirm and state on the behalf of the BA including its constituents as under:

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

DEPONENT

SEAL AND SIGNATURE OF THE BA

VERIFICATION

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

DEPONENT

SEAL AND SIGNATURE OF THE BA

Place:

Dated:

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

Name of Work:	NAME OF WORK: - "Provision of Electronic Interlocking (EI) based Automatic Signaling in Delhi-Rewari section, along with Replacement of 6 EI's at Palam, Gurgaon, Jataula Jauri Sampka, Pataudi Road, Inchhapuri & Khalilpur (Delhi-Rewari Section length- 75 Kms approx.)"
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#### SCHEDULE

S.No.	Item Code	Item Qty	Qty Unit	Unit Rate	Basic Value	Escl.(%)	Amount	Bidding Unit
<b>Schedule A</b> -Supply, Installation, Testing & Commissioning of Distributed EI System.							2966978.40	
	6	12.00	Job	72532.08	870384.96	AT Par	870384.96	
1	<b>Description:-</b> Supply of "As built" Documents.(i) Technician / Jr. Engineer (Installation and Maintenance Level) - Manual for Installation, Testing, Commissioning and Maintenance of the System. (6 Sets for each EI) (ii) Engineer Level-Technical & system Module for diagnostic & trouble shooting for repair centre, (6 Sets for each EI). (iii) Higher management level-Functioning and system overview (6 Sets for each EI) (vi) Completion Documents as per condition of contract.(6 Sets for each EI) (v) Supply of documents as per Technical Specification Para - 10.2 of RDSO spec.No.RDSO/SPN/192/2019 Ver 2.0 or latest. (6 Sets for each EI). ( Inspection: Site Incharge) (1job=1Block section+1 station)							
	7	12.00	Set	174716.12	2096593.44	AT Par	2096593.44	
2	<b>Description:-</b> Supply of Instruments /Tool Kits suitable for EI commissioned: Tool kit & Measuring Instruments for technicians / Jr. Engineers for Testing, Maintenance, Trouble Shooting at site as per SCC. (Inspection: Consignee)							

S.No.	Item Code	Item Qty	Qty Unit	Unit Rate	Basic Value	Escl.(%)	Amount	Bidding Unit
<b>Schedule B</b> -Supply, Installation/Execution, Testing and Commissioning of items other than EI							130704729.77	
	1	12.00	Job	37670.616	452047.39	AT Par	452047.39	
1	<b>Description:-</b> "Preparation of cable route plan, Cable core chart, Power supply arrangement plan for indoor and out door , Cable termination chart in relay room and location boxes, Location wiring plan, Cable insulation chart and register, Track circuit history card, Fuse analysis plan , Equipment disposition plan, Track circuit jumpering plan, Terminal and Contact analysis chart , Outdoor/ indoor circuits,pull sheets, gomettie plans, swrds, diagrams. temp. plans required for execution of PNI/NI and other outdoor diagram and obtaining approval of the Engineer as per following :- (i) Supply of 6 copies of completion set of superior quality paper, laminated, properly bound in steel clip jaw file with cushioned cover. (ii) Software back up of complete set in the form of CDs. (iii) One complete set of tracings. (iv) Design through CAD (v) Drawings in A3 & plans in bigger size. (six sets). (1job=1Block section+1station)(Inspection: Site Incharge)"							
2	Please see Item Breakup for details.				7621711.53	AT Par	7621711.53	
	<b>Description:-</b> Supply of Colour Light Signal Unit, signal post and LED signals as Per RDSO Specifications							
	3	171.00	Numbers	9389.08	1605532.68	AT Par	1605532.68	
3	<b>Description:-</b> Casting, concreting and curing of foundation for main signal as per Dr. no. NR/S&T/CON/2. 1/97 & to suit Railway electrified area. All material such as anchor bolts, cement, sand aggregate to be supplied by contractor. (Inspection: Installation- Site Incharge)							
4	Please see Item Breakup for details.				751050.70	AT Par	751050.70	
	<b>Description:-</b> Fixing, Erection, Installation and wiring 3/4 aspect of CLS							
	5	30.00	Numbers	7806.04	234181.20	AT Par	234181.20	
5	<b>Description:-</b> Casting, concreting, curing of foundations of size (400mmx300mm) at surface and 1000mm deep and erection of SLB/BSLB/SB/Automatic territory/ calling on boards/stop dead boards as per drg. No. NR/S&T/CON/7.4/97 & provisions of SEM. Supply of SLB/BSLB/SB/calling on boards. as per approved drg. No. SA-No.2373 (with latest amendment) has to be done by the contractor. (Inspection: Site Incharge)							
	6	105.00	Numbers	650.024	68252.52	AT Par	68252.52	
6	<b>Description:-</b> Supply and fixing of RETROREFLECTIVE P/G/C/A/AG markers with complete fittings as per drg. No. NR/S&T/Con/6.2/97. All material required for the job such as MS sheet, MS angle, nuts, bolts, paint and painting materials will be supplied by the Contractor. (Inspection: Consignee/ Site Incharge)							
7	Please see Item Breakup for details.				3243062.20	AT Par	3243062.20	
	<b>Description:-</b> Supply of Location Boxes and Junction Boxes							
8	Please see Item Breakup for details.				2405436.80	AT Par	2405436.80	
	<b>Description:-</b> Casting, concreting and curing of foundation and erection of App. Cases							
	Please see Item Breakup for details.				1024062.88	AT Par	1024062.88	

9	<p><b>Description:-</b> Preparation &amp; fixing of Bakelite (Hylum Grade P2) sheet 910x800x6mm and teak wooden shelf 900x450x25mm duly fixed by angle iron piece of different size inside all the app. Cases. Hylum board shall be fixed on an angle iron frame of 25mmx25mmx3mm. Angle iron frame fixed in location boxes secured by nuts &amp; bolts. Fixing of fuses, ARA terminal, shelf type Q series relays and other type relays on square bars and wiring, fixing and jamming of cables with 2 inch thick salwood plank provided at the bottom. This will include opening, pasting and jamming armour of each cable in the hole drilled for each cable through the salwood plank &amp; all cable entry points on location boxes, location huts, JB's relay room/battery room to be closed with suitable masonry works covered with sand and plastering. Description for terminal drawing of circuits, inside app. Case. Size of lettering will be 100mm or as per instructions of Engineer at site. Painting from out side as well inside with red oxide and aluminum paint is covered separately. All materials including hard wood shelf, hylum board, Selwood plank, angle iron square bar, wire and wiring material as per the IRS spec., non deteriorating type HRC fuses, bases, nuts, bolts and other items shall be supplied by the contractor. Relays and ARA terminals only shall be supplied by the railways. (Inspection: Site Incharge ) (All the activities/supply by contractor described above applies to all the Sub items mentioned below)</p>			
10	<p>Please see Item Breakup for details.</p> <p><b>Description:-</b> Preparation and fixing of Bakelite (Hylum Grade P2) sheet 450x800x6mm and teak wooden shelf 450x450x25mm duly fixed by angle iron piece of different size inside all the app. Cases. Hylum board shall be fixed on an angle iron frame of 25mmx25mmx3mm. Angle iron frame will be fixed in location box secured by nuts &amp; bolts. Fixing of fuse ARA terminal, shelf type Q series relays and other type of relays on square bars and wiring, fixing and jamming of cable with 2 inch thick Selwood plank provided at the bottom. This will include opening, twisting and jamming armor of each cable in the hole drilled for each cable through the Selwood plank and of cable entry points on location boxes, location nuts JB's relays room battery/room to be closed with suitable masonry work covered with sand &amp; plastering, Wiring description for terminal, drawing of circuits inside app. Case. Size of lettering will be 100mm or as per instructions of Engineer at site. Painting from outside as well inside with RED oxide aluminum paint is covered separately. All material including teak wood shelf, hylum board, Selwood plank, angle iron square bar, wire and wiring material as per the IRS spec. Non deteriorating type HRC fuses and bases, nuts, bolts and other items shall be supply by the contractor. Relays and ARA terminals only shall be supplied by the railways. (Inspection: Site Incharge )(All the activities/supply by contractor described above applies to all the Sub items mentioned below)</p>	169201.68	AT Par	169201.68
11	<p>Please see Item Breakup for details.</p> <p><b>Description:-</b> General Concrete/Misc Work.</p>	1273046.64	AT Par	1273046.64
12	<p>Please see Item Breakup for details.</p> <p><b>Description:-</b> Excavation of pit in and around the existing location boxes very carefully without damaging the working cables and shifting and turning the location boxes to clear of the infringement as instructed by the Railway representative at site. The work includes ensuring the safety of the signalling system, releasing the cable coils to give access for shifting/ turning the location boxes. Necessary masonry work and earth work in and around the location boxes to the required level shall be done as instructed by the Railway representative at site. if the existing earth connection to the location boxes are disturbed the earth wires shall be the properly reconnected. ( All materials required for the work shall be supplied by the contractor). (Inspection: Site Incharge)</p>	123812.84	AT Par	123812.84
13	<p>Please see Item Breakup for details.</p> <p><b>Description:-</b> Supply of Relays (Other than EI Indoor)</p>	4368476.64	AT Par	4368476.64
14	<p>Please see Item Breakup for details.</p> <p><b>Description:-</b> Supply and installation of power supply system and Relay Room materials</p>	13204739.97	AT Par	13204739.97
15	<p>Please see Item Breakup for details.</p> <p><b>Description:-</b> Trenching for laying of Signalling/Telecom/Power Cables along/across the railway track</p>	50228949.62	AT Par	50228949.62
16	<p>Please see Item Breakup for details.</p> <p><b>Description:-</b> Supply of HDPE DUCT (40mm outer dia) ,HDD boring and laying of HDD duct.</p>	18227239.54	AT Par	18227239.54
17	<p>Please see Item Breakup for details.</p> <p><b>Description:-</b> Supply and installation of Electric lifting barriers, emergency sliding and accessories.</p>	886945.98	AT Par	886945.98
18	<p>Please see Item Breakup for details.</p> <p><b>Description:-</b> Supply and installation of Earthing</p>	1637602.16	AT Par	1637602.16
19	<p>Please see Item Breakup for details.</p> <p><b>Description:-</b> Miscellaneous Items.</p>	3480606.52	AT Par	3480606.52
20	<p>Please see Item Breakup for details.</p> <p><b>Description:-</b> Preparation of SWR (Inspection: Site Incharge/SWR Incharge).</p>	86162.016	AT Par	86162.016
21	<p>Please see Item Breakup for details.</p> <p><b>Description:-</b> OFC /Telecom equipment supply and installation.</p>	3095660.55	AT Par	3095660.55
22	<p>Please see Item Breakup for details.</p> <p><b>Description:-</b> Fire Alarm System.</p>	15828257.13	AT Par	15828257.13
23	<p>Please see Item Breakup for details.</p> <p><b>Description:-</b> Painting, Dismantling, etc.</p>	688690.59	AT Par	688690.59

**ITEM BREAKUP**

Schedule	Schedule A-Supply, Installation, Testing & Commissioning of Distributed EI System.					
Item- 2	Supply of Colour Light Signal Unit, signal post and LED signals as Per RDSO Specifications					
S No.	Item No	Description of Item	Unit	Qty	Rate	Amount
1	1	Supply of colour light signal post 4.6m and ladder 4.5M with bases. As per IRS specification No. IRSS- 6-81 or latest and RDSO Drg. No. SA-23150 (Adv) with latest amendments. (Inspection: Supply Portion- RITES)	Numbers	167.00	16033.31	2677563.10
2	2	Supply of colour light signal post 3.6m and ladder 3.5M with bases. As per IRS specification No. IRSS- 6-81 or latest and RDSO Drg. No. SA-23150 (Adv) with latest amendments. (Inspection: Supply Portion- RITES)	Numbers	4.00	14782.10	59128.38
3	3	Supply of 3/4 Aspect colour light signal unit complete without holders, lamps, lenses and signals transformers, as per RDSO Drg. No. SA-23002 A/M (Adv) or latest, SA-23001 /M (Adv) or latest, spec. IRS-S-26/64 or latest. (Inspection: Supply Portion-RITES)	Numbers	171.00	17715.15	3029290.99
4	4	Supply of calling-on colour light signal unit with offset bracket 3.5" dia. Type as per drg. no. SA 24351-52(Adv) or latest and spec.no.IRS-S-23/88. or latest. (Inspection: Supply Portion- RITES)	Numbers	27.00	3725.67	100593.14
5	5	Supply of 1/2way RH/LH route indicator junction type complete with hoods & offset bracket 5 1/2" without holders, lamps, lenses and signal transformer as per RDSO specn.no.IRS-S-66/84 latest drg.no. SA 23403(Adv)4 or latest. (Inspection: Supply Portion- RITES)	Numbers	19.00	21141.12	401681.28
6	6	Supply of 3/4/5/6-way RH/LH route indicator junction type complete with hoods & offset bracket 5 1/2" without holders, lamps, lenses and signal transformer as per RDSO specn.no.IRS-S-66/84 latest drg.no. SA 23403(Adv)4 or latest. (Inspection: Supply Portion- RITES)	Numbers	8.00	28456.21	227649.66
7	7	Supply of shunt signal position light complete with unit offset bracket 3.5" dia without lamp holder, lamp, lenses, signal transformer etc. to drg.no SA 23840 (adv), specs.no.IRS-S-23/88 Dependent post type. Inspection by RITES.	Numbers	28.00	7726.32	216336.96

8	8	Supply of signal unit for A/AG marker with LED as per RDSO specification no.RDSO / Spen/153/2011 Rev.4.1 with latest amendment / specification. A MARKER LED SIGNAL LIGHTING UNIT 110V AC RETROFITABLE IN EXISTING CLS HOUSING AND COMPLETE WITH AC LED ECR/AC CONVENTIONAL AS PER RDSO SPECN NO. RDSO/SPN/153/2004 REVISION 3.0 OR LATEST its housing and offset bracket. (Inspection: Supply Portion- RITES)	Numbers	105.00	8661.60	909468.00
					<b>Total</b>	<b>7621711.528</b>
<b>Item- 4</b>	Fixing, Erection, Installation and wiring 3/4 aspect of CLS					
<b>S No.</b>	<b>Item No</b>	<b>Description of Item</b>	<b>Unit</b>	<b>Qty</b>	<b>Rate</b>	<b>Amount</b>
1	1	Fixing of CLS surface base, bolting on the foundation. Erection of CLS post with signal unit on the top or on an off-set bracket and fitting ladder and guard to the post at the top. Concreting ladder base and embedded into the ground with supporting bracket in the middle, blanking of the ladder for a distance of 1 foot between the height 6' 9" and 7' 9" from the rail level by MS angle and MS sheet 6mm thick wherever required. This includes provision of wooden (SAL) cross arm 1 mtr x 1 mtr for CLS unit prior to the commissioning, fixing of LED aspect, current regulator and hoods of CLS unit, terminating cables, wiring the CLS unit and focusing the signal. Elevation & distance of foundation from track shall be in accordance with schedule of dimension for Indian Railways and as per NR practice. All items for the above Works except Signal unit, LED signal, Signal post, Base and Ladder shall be supplied by the contractor including but not limited to the following: (i) "U" bolt for offset brackets, (ii) Wooden cross arm 1 mtr. x 1 mtr., (iii) MS angle and MS sheet for blanking of ladder, (iv) Supply and fixing of signal number plate with complete fittings as per standard railway practice. Signal number plate shall be as per as per approved drg.No.RE/S&T/SIG/Tender/SK/42/87 (v) Wire mesh guard, lock for unit if required, nuts, bolts etc for the following: (a) Installation, erection, wiring of 3/4 aspect colour light signal. (Inspection: Site Incharge)	Numbers	144.00	3646.15	525045.89

2	2	Fixing of CLS surface base, bolting on the foundation. Erection of CLS post with signal unit on the top or on an off-set bracket and fitting ladder and guard to the post at the top. Concreting ladder base and embedded into the ground with supporting bracket in the middle, blanking of the ladder for a distance of 1 foot between the height 6' 9" and 7' 9" from the rail level by MS angle and MS sheet 6mm thick wherever required. This includes provision of wooden (SAL) cross arm 1 mtr x 1 mtr for CLS unit prior to the commissioning, fixing of LED aspect, current regulator and hoods of CLS unit, terminating cables, wiring the CLS unit and focusing the signal. Elevation & distance of foundation from track shall be in accordance with schedule of dimension for Indian Railways and as per NR practice. All items for the above Works except Signal unit, LED signal, Signal post, Base and Ladder shall be supplied by the contractor including but not limited to the following: (i) "U" bolt for offset brackets, (ii) Wooden cross arm 1 mtr. x 1 mtr., (iii) MS angle and MS sheet for blanking of ladder, (iv) Supply and fixing of signal number plate with complete fittings as per standard railway practice. Signal number plate shall be as per as per approved drg.No.RE/S&T/SIG/Tender/SK/42/87 (v) Wire mesh guard, lock for unit if required, nuts, bolts etc for the following: (a) Installation, erection and wiring of 3/4 aspect CLS including 1/2/3/4/5/6 way Jn. type/Stencil/ Theatre type route indicator which also includes fixing of route indicator (in addition to the activities described in item description) on the top of the signal post or on offset bracket including fixing of offset bracket, wiring the whole unit, focusing of signal & route indicators. Signal Unit with junction type route indicator and offset bracket to be supplied by Railway. (Inspection: Site Incharge)	Numbers	27.00	3490.90	94254.41
3	3	Installation, erection and wiring of LED lit Calligon/ Dep. Shunt signal/Illuminated 'A' marker/'F' marker on the same post below main signal on offset bracket, which also includes fixing of stencil and hoods, wiring of the signal. Offset brackets, calling on signal complete will be supplied by railways. U-bolt for offset bracket & wire and wiring material will be supplied by contractor. (Inspection: Site Incharge)	Numbers	160.00	823.44	131750.40

**Total 751050.696**

<b>Item- 7</b>	Supply of Location Boxes and Junction Boxes					
<b>S No.</b>	<b>Item No</b>	<b>Description of Item</b>	<b>Unit</b>	<b>Qty</b>	<b>Rate</b>	<b>Amount</b>
1	1	"Supply of single app.case steel RE with 'E' type lock and key ward no.42 and handle as per drg. No. RE/S&T/ALD/SK/219/82 with (Alt A) and 221/82 with Alt.B. , Inspection: RITES "	Numbers	150.00	19152.58	2872887.60
2	2	Supply of apparatus case steel RE half with E type lock and key ward no.42 and handle as per drg.no. RE/S&T/ALD/SK/220/82 with Alt.B and 221/82 with Alt.B. , (Inspection: RITES)	Numbers	25.00	14806.98	370174.60
					<b>Total</b>	<b>3243062.20</b>



<b>Item- 8</b>	Casting, concreting and curing of foundation and erection of App. Cases					
<b>S No.</b>	<b>Item No</b>	<b>Description of Item</b>	<b>Unit</b>	<b>Qty</b>	<b>Rate</b>	<b>Amount</b>
1	1	Excavation and Casting of Foundation for Single Case Location Box,with mixture of Cement:Sand:Stone aggregate/Chip in 1:3:6 ratio and plastering with mixture of Cement:Sand in 1:4 ratio(with fine sand),contrators own Metal Sheet ferma of the size mentioned the drawing,cement,anchor bolts,with nuts & washers and other materials.The items also include additional earth work if required as per instruction of Railway Engineer at Site. Single Case as per DRG. No.NR/S&T/D&D/02/2024 (Inspection: Site Incharge)	Numbers	210.00	10401.08	2184226.80
2	2	Casting, concreting and curing of foundation and erection of half app.cases as per Drg.No.NR/S&T/CON/2.8/97. All material such as cement,sand,aggregate and anchor bolt shall be supplied by contractor . App. Case half will be supplied by Railway. Contractor is required to execute all type of repair works of foundation if required during inserting the cable for termination. (Inspection: Site Incharge )	Numbers	50.00	4424.20	221210.00
					<b>Total</b>	<b>2405436.80</b>
<b>Item- 9</b>	Preparation & fixing of Bakelite (Hylum Grade P2) sheet 910x800x6mm and teak wooden shelf 900x450x25mm duly fixed by angle iron piece of different size inside all the app. Cases. Hylum board shall be fixed on an angle iron frame of 25mmx25mmx3mm. Angle iron frame fixed in location boxes secured by nuts & bolts.Fixing of fuses, ARA terminal, shelf type Q series relays and other type relays on square bars and wiring, fixing and jamming of cables with 2 inch thick salwood plank provided at the bottom. This will include opening, pasting and jamming armour of each cable in the hole drilled for each cable through the salwood plank & all cable entry points on location boxes, location huts, JB's relay room/battery room to be closed with suitable masonry works covered with sand and plastering.Description for terminal drawing of circuits, inside app. Case. Size of lettering will be 100mm or as per instructions of Engineer at site. Painting from out side as well inside with red oxide and aluminum paint is covered separately. All materials including hard wood shelf, hylum board, Selwood plank, angle iron square bar, wire and wiring material as per the IRS spec., non deteriorating type HRC fuses, bases, nuts, bolts and other items shall be supplied by the contractor. Relays and ARA terminals only shall be supplied by the railways.(Inspection: Site Incharge ) (All the activities/supply by contractor described above applies to all the Sub items mentioned below)					
<b>S No.</b>	<b>Item No</b>	<b>Description of Item</b>	<b>Unit</b>	<b>Qty</b>	<b>Rate</b>	<b>Amount</b>
1	1	Preparation of App. Case single involving wiring of relays	Numbers	130.00	5229.71	679862.56
2	2	Preparation of App. Case single not involving wiring of relays.	Numbers	80.00	4302.50	344200.32
					<b>Total</b>	<b>1024062.88</b>
<b>Item- 10</b>	Preparation and fixing of Bakelite (Hylum Grade P2) sheet 450x800x6mm and teak wooden shelf 450x450x25mm duly fixed by angle iron piece of different size inside all the app. Cases. Hylum board shall be fixed on an angle iron frame of 25mmx25mmx3mm. Angle iron frame will be fixed in location box secured by nuts & bolts. Fixing of fuse ARA terminal, shelf type Q series relays and other type of relays on square bars and wiring, fixing and jamming of cable with 2 inch thick Selwood plank provided at the bottom. This will include opening, twisting and jamming armor of each cable in the hole drilled for each cable through the Selwood plank and of cable entry points on location boxes, location nuts JB's relays room battery/room to be closed with suitable masonry work covered with sand & plastering, Wiring description for terminal, drawing of circuits inside app. Case. Size of lettering will be 100mm or as per instructions of Engineer at site. Painting from outside as well inside with RED oxide aluminum paint is covered separately. All material including teak wood shelf, hylum board, Selwood plank, angle iron square bar, wire and wiring material as per the IRS spec. Non deteriorating type HRC fuses and bases, nuts, bolts and other items shall be supply by the contractor. Relays and ARA terminals only shall be supplied by the railways.(Inspection: Site Incharge )(All the activities/supply by contractor described above applies to all the Sub items mentioned below)					
<b>S No.</b>	<b>Item No</b>	<b>Description of Item</b>	<b>Unit</b>	<b>Qty</b>	<b>Rate</b>	<b>Amount</b>
1	1	Preparation of App. Case half involving wiring of relays.	Numbers	40.00	3492.22	139688.96
2	2	Preparation of App. Case half not involving wiring of relays.	Numbers	10.00	2951.27	29512.72
					<b>Total</b>	<b>169201.68</b>
<b>Item- 11</b>	General Concrete/Misc Work.					

S No.	Item No	Description of Item	Unit	Qty	Rate	Amount
1	1	General concrete work in cement, coarse sand and aggregate ratio 1:3:6, work scattered at different places for items not covered in above schedule and fine plastering of top will be done with cement sand ratio of 1:4 . Volume of foundation also includes volume of C.I. base, anchor bolts etc. Coarse sand, aggregate 25mm and cement to be supplied by contractor. (Inspection: Site Incharge )	cum	150.00	2675.32	401298.00
2	2	Brick work with well burnt bricks in foundations and plinths with cement and sand (ordinary )mixture of 1:4 ratio. All material is to be supplied by the contractor. (Inspection: Site Incharge)	cum	200.00	2878.50	575699.20
3	3	Earth work around location boxes, signals etc. where necessary including 50m lead and 1.5m lift by excavation. . The earth shall be rammed including breaking of clods, levelling and dressing. The earth work around the location/junction boxes shall be upto the plaster level and for width sufficient for the maintainer to attend the box both from front & back side).(Inspection: Site Incharge)	cum	200.00	114.81	22961.60
4	4	Supply & fixing of bakelite sheet 6mm thick of grade P-1001 (paper based) conforming to IS spec.no.IS- 1998-1962 B22 in existing locations OR at any other place as per instructions of site engineer. The sheet shall be fixed on angle iron of size 25mmx25mmx3mm. All materials required for the work to be supplied by the contractor. (Inspection: Site Incharge )	Sqm	60.00	4551.46	273087.84
					<b>Total</b>	<b>1273046.64</b>
<b>Item- 12</b>	Excavation of pit in and around the existing location boxes very carefully without damaging the working cables and shifting and turning the location boxes to clear of the infringement as instructed by the Railway representative at site. The work includes ensuring the safety of the signalling system, releasing the cable coils to give access for shifting/ turning the location boxes. Necessary masonry work and earth work in and around the location boxes to the required level shall be done as instructed by the Railway representative at site. if the existing earth connection to the location boxes are disturbed the earth wires shall be the properly re-connected. ( All materials required for the work shall be supplied by the contractor). (Inspection: Site Incharge)					
S No.	Item No	Description of Item	Unit	Qty	Rate	Amount
1	1	Shifting of appratus case (full)	Numbers	25.00	3544.86	88621.40
2	2	Shifting of appratus case (Half)	Numbers	15.00	2346.10	35191.44
					<b>Total</b>	<b>123812.84</b>
<b>Item- 13</b>	Supply of Relays (Other than EI Indoor)					
S No.	Item No	Description of Item	Unit	Qty	Rate	Amount
1	1	Supply of Relay, Plug in Type, AC immunized , style QNA1, DC neutral line , 24V , 8F/8B or 12F/4B contacts , Front and Back metal to carbon with Plug Board , Retaining clip & connectors , conforming to BRS: 931A & IRS-S@45<44@ IRS-S-23 & IRS-S 23 (as applicable) Interlocking code for this unit shall be ABDGH. (Inspection by RDSO)	Numbers	850.00	3788.28	3220038.00

2	2	Supply of Universal plug-in-type tractive armature AC Lamp proving Relay (Metal to Carbon) for 110 V AC LED Signal Lamp as per RDSO spec no. STS/E/Relays/AC Lit LED Signal/09-2002, BRS 941A, IRS S34 & IRS S 23 (as applicable) Interlocking code for this unit shall be ABDHK. (Inspection by RDSO)	Numbers	110.00	4090.34	449937.84
3	3	Supply of Relay, Non AC immune , plug in type, style QN1, DC neutral line , 24V , 8F/8B contacts , Front and Back metal to carbon with Plug Board , Retaining clip & connectors , conforming to BRS: 931A & IRS-S@45<47N44@ IRS-S-23 /88 (as applicable) Interlocking code for this unit shall be ABCDF. (Inspection by RDSO)	Numbers	200.00	3492.50	698500.80
					<b>Total</b>	<b>4368476.64</b>
<b>Item- 14</b>	Supply and installation of power supply system and Relay Room materials					
<b>S No.</b>	<b>Item No</b>	<b>Description of Item</b>	<b>Unit</b>	<b>Qty</b>	<b>Rate</b>	<b>Amount</b>
1	1	Supply of power wires 1x6sqmm. (Red & black), IS 694/1990 or latest. (Inspection: RDSO)	Kilometre	2.00	47715.688	95431.38
2	2	Supply of power wires 1x16sqmm. (Red & black), IS 694/2010 or latest. (Inspection: RDSO)	Kilometre	9.00	130838.024	1177542.22
3	3	Supply of power wires 1x25sqmm. (Red & black), IS 694/2010 or latest. (Inspection: RDSO)	Kilometre	8.00	207436.048	1659488.38
4	4	Supply and Laying of anti static PVC flooring with adhesive (in 2.00 mm thickness)(relay room/IPS Room/MT Room/equipment room/data logger room/axle counter room) (Inspection: Site Incharge)	Sqm	500.00	1092.92	546460.00
5	5	Supply of electric fuse complete with fuse block (base) for Railway signalling non-deteriorating type low voltage fuse assembly 0.630/2/4/6/16Amp to suit spec. no.IRS:S-78/2016 and fuse block made of PBT/ Polycarbonate as per IRS:S-75/2006 (Rev.2.0) and Amd.2 and Drg. no.23748(IRS' Alt.4) or latest. Fuse block shall be suitable for round head type fuses. (Inspection by RDSO)	Numbers	2000.00	157.184	314368.00
6	6	Fabrication , supply and fixing of cable termination board of size as per Drg. No.NR/S&T/Cons/4.1/97A made of angle iron size 40mmx40mmx5mm alongwith outer frame made of angle iron size 65mmx65mmx7mm duly fitted with Bakelite sheet (HYLAM MAKE) of size 6mm thick. This also includes fixing of ARA terminals/strips & fuse bases etc. Supply and fixing of hard wood of size 70cmx25cmx4cm in the back for jamming of cables. All the fixing materials like bolts, nuts, washers, Insulators, shoe, angle irons, flats, L- bolts, Catenary wires & cement concretes etc. will be supplied by the contractor. This includes cleaning, priming by red oxide, painting & description etc. with ISI mark paints. (Inspection: Supply- RITES, Installation-Site Incharge)	Numbers	45.00	16845.352	758040.84

7	7	Fabrication, supply and fixing of scaffolding / cable careers made of angle iron size (35mmx35mmx5mm) and flat of size (25mmx3mm) as per the instructions of engineer at site. The space between two flats will be 25cm or less as per the site requirements. All the fixing materials i.e. bolts, nuts, washers, insulators, cement, concrete etc. will be supplied by the contractor. This includes cleaning, priming by red oxide, painting with ISI mark paints.(Inspection: Supply- Consignee, Installation- Site Incharge)	Metre	1700.00	406.192	690526.40
8	8	"Fabrication, wiring & supply of Simulation panel as per drawing no. SSTE/ PS/1562 dt. 5.3.2001. This includes wiring from Relay room to the simulation panel. All materials such as on/off/2way switches, wires, strips & tag blocks etc. to be supplied by the contractor. (Only ARA terminals, fuse bases, indoor cables for wiring between relay room and simulation panel shall be supplied by Railways.). (Inspection: Consignee/Site Incharge) (1job=1Block section+1 station) "	Job	12.00	4809.344	57712.13
9	9	Fabrication, wiring & supply of lamp board as per drawing no. SSTE /PS / 1563 dt. 5.3.2001. This includes wiring from Relay room to the lamp board. All materials such as wires, strips, tag blocks, lamps & holders etc. including sufficient lamps for testing to be supplied by the contractor. (Only cables for wiring between relay room and lamp board shall be supplied by Railways). (Inspection: Consignee/Site Incharge)(1job=1Block section+1 station)	Job	12.00	7969.488	95633.86
10	10	"Fabricating, writing and fixing of description boards made of ply 6mm thick with white sunmica glued over its surface and 1""x1"" wooden batton fitted all around on the rear as per instruction of Engineer at site. All the materials to be supplied by contractor. ( Inspection: Site Incharge)"	Sqm	65.00	1981.488	128796.72
11	11	Supply & installation of Earth leakage detector, 12 channels, for monitoring different AC and DC supplies including all accessories as per specifications No.RDSO/SPN/256/2002 or latest and stipulations of tender document. (Inspection of ELD by RDSO and Installation by Site incharge)	Set	19.00	129798.832	2466177.81
12	12	Supply of ARA terminal block 25mm centre small M- 6 terminal made of PBT as per RDSO drg.no.SA- 23741-A,(Alt.-4) spec.no.IRS:S-75/2006 Rev -2 or latest with latest amendments. (Inspection: RDSO)	Numbers	18000.00	61.424	1105632.00

13	13	Supply, fixing and wiring of fuse auto changeover system (FACS main system) as per RDSO/SPN/209/2012 Rev. 2.0 with latest amendments. One automatic changeover unit comprise 32 nos of external Non Deteriorating Type or 'G' type fuses of various Ampere Rating, working voltage- 24 VDC which are in signalling circuits. System shall have 8 cards with monitoring arrangement of 4 fuses in one card. .Installation , wiring, Testing and commissioning of Fuse Alarm System,it consists of fixing of modules of fuse alarm system on existing relay rack, wiring from existing fuses to modules, soldering, lacing etc. working to be executed without affecting the functioning of the existing Circuits/Gears and the work shall be supplied by the contractor. (Inspection: RDSO for supply portion and Site work by Site incharge)	Set	90.00	31826.2	2864358.00
14	14	Supply of 4 conductor disconnect terminal block for test and measurement 0.8 sq.mm-2.5 sq.mm centre marking with test slot for test plug 2mm/0.0791IN and 2.3mm/0.0911IN carrier rail DIN 35 front entry cage clamp connection Grey wago or similar as RDSO/SPN/189/2004 Rev. 3.0 or latest. Inspection by RDSO/RITES.	Numbers	1000.00	97.408	97408.00
15	15	Supply of Steel carrier Rail 35x7.5mm/0.039 in thick unslotted, yellow with Chrome Wago or similar as per RDSO/SPN/189/2004 Rev. 3.0 or latest. ( Inspection: Consignee)	Numbers	260.00	119.712	31125.12
16	16	Supply of End and Intermediate Plate 2.5mm/0.098 in Thick Wago or similar as per RDSO/SPN/189/2004 Rev. 3.0 or latest.( Inspection: Consignee)	Numbers	48.00	14.968	718.46
17	17	Supply of screw less end stop 10mm/0.394 in wide carrier rail DIN 35 Grey Wago or similar as per RDSO/SPN/189/2004 Rev. 3.0 or latest. ( Inspection: Consignee).	Numbers	48.00	13.048	626.30
18	18	Supply of cable indoor copper conductor Multi core plain annealed high conductivity PVC insulated unarmoured but PVC sheathed size 60x1 mm as per spec No. IRS-S/76/89 with latest amendment (Inspection by RDSO)	Kilometre	2.00	345816	691632.00
19	19	Supply of Domino unit with cover plate as per approved panel diagram each of size 54x34 mm complete wired up each domino unit should have all the 15 contact terminal wired up suitable for existing panel make. (Inspection: Consignee)	Numbers	35.00	673.464	23571.24
20	20	Supply of panel indication LED Red, Green, clear suitable for existing panel make. (Inspection by Consignee)	Numbers	220.00	26.976	5934.72
21	21	Fixing, wiring & soldering of 200 way tag blocks , conforming to drg No. SA-24751 or latest and as per IRS: S-77/2006 (Rev 1) or latest with latest Corr/Rev/Amdt, o SM panel with Domino/cable termination rack/relay rack/ block rack/HV rack as per Drg No. NR/S&T/CON/4.3/97A (Inspection : Site Incharge)	Numbers	5.00	138.368	691.84

22	22	Fabrication, supply and fixing of relay racks of size 2200x690 (as per Drg.No. NR/S&T/CON/4.3 /97A to suit SSTE/PS No.1506B dt. 8.8.01) made of angle iron size 40mmx40mmx5mm alongwith outer frame made of angle iron size 65mmx65mmx7mm, fitted with M.S. squares bars, duly ionized, descriptions strips to accommodate Plug-in-type relays/groups/Point contractor units/ECRs. All fixing material like antilting device, hylam sheets if required, bolts & nuts, washers, insulators, shoe, angle irons, flats, L-bolts, Catenary wires and cement concrete etc. will be supplied by the contractor. This includes cleaning, priming by red oxide, painting & description etc. with ISI mark paints. (Inspection: Supply- Consignee, Installation- Site Incharge)	Numbers	2.00	15773.744	31547.49
23	23	Fabrication,supply,installation and wiring of power supply board in IPS Room/relay hut/relay room and extension of the power supplies from IPS to power supply board and from power supply board upto MDF board. This includes fixing of ARA terminals,fuse bases,switches etc and termination of power wires/cabels. This includes supply of all wiring and termination materials except terminals ans fuses, power and underground cables/wires. wherever outdoor U/G cables are to be laid it is covered saparetly. (Inspection: Site Incharge)	Numbers	19.00	13251.256	251773.86
24	24	Wiring of relays in existing PI/RR1 and at LC Gates as per appd wiring diagrams and to suit Railway electrified area. All wiring material including resistances and condensers except cables/wires to be supplied by contractor (Supply of cables & wires covered separately). It also includes dressing, bunching, lacing and fixing of relay bases. (Inspection: Site Incharge)	Per Relay	300.00	365.144	109543.20
					<b>Total</b>	<b>13204739.97</b>
<b>Item- 15</b>	Trenching for laying of Signalling/Telecom/Power Cables along/across the railway track					
<b>S No.</b>	<b>Item No</b>	<b>Description of Item</b>	<b>Unit</b>	<b>Qty</b>	<b>Rate</b>	<b>Amount</b>
1	1	Excavation of cable trench (KACHA)of 300 mm wide and 1200mm deep for all types of soil except in rocky soil, back filling after laying of telecom cable /OFC in the GI/HDPE ,signalling cable , ramming of the soil in trenches and consolidation of the soil this also includes clearing of roots and trees and bushes & temporary obstruction on the selected routes.Lesser depth of the trench is to be paid proportionately.(Inspection: Site Incharge)	Metre	160000.00	64.264	10282240.00
2	2	Excavating and refilling of trench 0.3 Mtr. Wide and 0.8 Mtr. Deep on pitched/Stone/bricks paved surface, road crossing/platform etc.to suit Railway electrified area and restoring the surface to its original conditions. Lesser depth of the trench is to be paid proportionately.(Inspection: Site Incharge)	Metre	2500.00	99	247500.00
3	3	Supply and laying of 2nd class bricks in the trench and laying as per drg. No. (NR/S&T/CON/1. 1/97-A) as per instructions of the site Engineer. Inspection: Site Incharge	Numbers	1301600.00	6.80	8850880.00

4	4	Excavating and refilling of trench 0.3 Mtr. Wide & 1 Mtr. Deep from bottom of rail flange across the track or 0.5Mtr. from ground level which ever is more (NR/S&T/CON /1.2/97) &to suit Railway electrified area. Earth should be rammed so as not form a drain. This includes removal and refilling of ballast and restoration of surface under normal traffic conditions. Lesser depth of the trench is to be paid proportionately.(Inspection: Site Incharge)	Metre	200.00	84.232	16846.40
5	5	Supply, laying & fixing of HDPE double Wall Corrugated (DWC) Duct as per as per RDSO Specification No. RDSO/SPN/204/2011 Ver. 1.1 With Amndt-1 (outer dia 120mm in 6m st. length with one coupler for every 6m length). All the materials cement, sand etc. are to be supplied by the contractor.This include brick work and other arrangements required to secure the pipe as per specifications, drawings and stipulations of tender documents and as per approved cable route plan including road crossing/platform/track crossing and for bridges and culverts etc. (Inspection : RITES for DWC pipe and Site Incharge for Site Work. )	Metre	500.00	385.296	192648.00
6	6	All work of horizontal boring and trenchless cabling along with supply,transpotation and insertion of double wall corrugated pipe -(ISI marked) conforming to RDSO Spec no. RDSO/SPN/204/2011 or latest, and the laying of cable in the boring under the track / road etc as per instruction of site engg. by using pipe of size 120 mm outer dia, 103.5 mm inner dia in which required number of cables to be crossed. The depth of horizontal boring should be minimum 1.0 m from rail flange/road level. (Inspection : RITES for DWC pipe and Site Incharge for Site Work. )	Metre	3800.00	1620.416	6157580.80
7	7	Supply and fixing of GI Pipe 76.6 maximum OD and 75.3 minimum OD with 3.6 mm thickness as per specification No. IS-1239, medium grade perforated at a distance of 20 cm or less of required length at culverts/bridges//along the cutting suitably concreted at both ends as per Drg. No. NR/SNT.CON/1.4.97 at ASM office/other building suitably fixing it to the walls and at both ends GI clamps of MS flats bolts and nut to be supplied by the contractor. (Inspection: Supply- RITES, Installation- Site Incharge)	Metre	3000.00	713.184	2139552.00
8	8	Supply & laying of RCC pipe including split pipe where required of size 150 mm inner dia, 2 meter long with collar ( or ring at joints) as per latest IS spec. No. 458 -1988 (with latest amendments) in trench across the track / road & L-xing gates etc. as per Drg. No. NR/S&T/CON/1.2/ 97 and as per instructions of site engineer. (Inspection :Consignee/Site Engg.)	Metre	500.00	378.584	189292.00

9	9	Supply and installation of Electronic Cable Route markers (with RFID) as per TEC Specification no. TEC/GR/TX/TIE07/02/Mar-14 or latest, of suitable frequency and color for Telecommunication cables as per the TEC Specifications, to be provided at the spacing of 200 meters in the trench and at places / corners where the route of cable changes including at both ends of Level crossings Road crossings. The Electronic route marker shall also be provided at the all joints also. It includes the programming of Markers as per Instructions of Engineer in charge and preparation & submission of the list of IDs of all Markers installed. The Marker shall be of Specifications to work for minimum 5 feet distance (depth). The Markers and the Marker Locator unit (Locator covered separately) are to be inspected & supplied together of same make and compatible model. (Inspection: Supply- RITES, Installation- Site Incharge)	Numbers	900.00	2025.776	1823198.40
10	10	Supply of Marker Locator unit as per TEC Specification no. TEC/GR/TX/TIE-07/02/Mar-2014 or latest for Electronic Cable route Markers (with RFID). The Markers (Markers covered separately) and the Marker Locator unit are to be inspected & supplied together of same make and compatible model. (Inspection: RITES)	Numbers	2.00	227621.248	455242.50
11	11	Boring and trenchless cabling along with supply and insertion of HDPE self lubricated pipes of 90 mm nominal dia(DN) with material classification as PE - 80 and nominal presserPN-6 as per IS:4984-95 (with latst amendmennts) in the bore for the laying of signaling/ telecom/power cables under the track/road.Depth of Horigental boring should be minimam 1500mm from bottam of rail flange /road level (Cable laying is coverd separately). ((Inspection : RITES for HDPE pipe )	Metre	4500.00	1557.768	7009956.00
12	12	Laying of signalling/Telecom/ power cables of different sizes as per drg. No.(NR/S&T/CON/1. 1/97- A) & to suit Railway electrified area and as per cable route plan approved by Railways and meggering of cable before and after its laying of all type of outdoor cables.Per unit is per meter. (Inspection: Site Incharge)	Per Unit	676000.00	7.224	4883424.00
13	13	Testing & meggering of all types of outdoor cables after its laying and termination on both ends under supervision of Railway representative. This also includes preparation of test report for core to core and core to earth on prescribed proforma for each core of the cable seperately. This also include dressing and lacing of cable on both ends. Proforma for testing and material for lacing to be supplied by the contractor. Per unit is per core. (Inspection: Site Incharge)	Per Unit	20000.00	11.872	237440.00
14	14	Blowing/ Drawing of OFC cable in the HDPE duct by mechanical system.(Inspection: Site Incharge)	Kilometre	310.00	8882.104	2753452.24
15	15	Trenchless boring (by using HDD or manual pushing method) for PLB HDPE pipe (40/33mm dia.) / GI pipe at built up area, platforms, culverts, track crossing and road Crossing as per approved Cable route plan. Depth of trenchless boring shall not be less than 1500mm from bottom of Rail Flange/Road Level (Inspection: Site Incharge)	Kilometre	10.00	498969.728	4989697.28



						<b>Total</b>	<b>50228949.62</b>
<b>Item- 16</b>	Supply of HDPE DUCT (40mm outer dia) ,HDD boring and laying of HDD duct.						
<b>S No.</b>	<b>Item No</b>	<b>Description of Item</b>	<b>Unit</b>	<b>Qty</b>	<b>Rate</b>	<b>Amount</b>	
1	1	Laying of HDPE duct in the trenches , including in HDD/Manual Boring and supply pulling of nylon rope through is at different places as per direction of Engineer incharge/ site Engineer. It includes Supply of HDPE duct outer dia 40mm & inner dia 33mm as per TEC Gr No. G/CDS-08/02 Nov /2004 with latest amendment with end cap to be provided along with the drum at both ends . (RDSO specs No. RDSO/SPN/TC/45/2013 revi 2.0) (Inspection: Supply portion by RITES and Installation by Site incharge)	Kilometre	310.00	55890.36	17326011.60	
2	2	Supply of end plug for item (i) above (Inspection: Consignee)	Numbers	1100.00	25.352	27887.20	
3	3	Supply of Cable Sealing Plug for item (i) above(Inspection: Consignee)	Numbers	1100.00	32.07	35279.20	
4	4	Supply of Plastic Coupler- Slip fit/Push fit type for item (i) above(Inspection: Consignee)	Numbers	1100.00	65.416	71957.60	
5	5	Supply and installation of optical fibre cable joint enclosure as per TEC spec no. GR/OJC-02/01/ March 99 with latest amendment and splicing of optical fibre cables (48 fibres & testing). This includes provision of jointing kit (RCC/Prefabricated) as detailed in the technical specification and as advised by engineer at site. (Inspection by- RDSO for supply portion).	Numbers	52.00	14732.768	766103.94	
						<b>Total</b>	<b>18227239.54</b>
<b>Item- 17</b>	Supply and installation of Electric lifting barriers, emergency sliding and accessories.						
<b>S No.</b>	<b>Item No</b>	<b>Description of Item</b>	<b>Unit</b>	<b>Qty</b>	<b>Rate</b>	<b>Amount</b>	
1	1	Supply, Installation, testing and commissioning of Electrically Operated lifting barrier assembly as per RDSO Spec. No. RDSO/SPN/208/2012 (version 2.0) or latest consisting of 2 nos. of electrically operated lifting barriers, 2 pedestals, 8 band circuit controller with limit switches of Siemens, hand cranks, 2 electric motors, 110V AC, without centrifugal switch, 2 GI Boom in 4 sections of 8 feet each with 2 retroreflective stop boards, boom light boxes, MS counter weight, 2 nos. of boom support for resting boom etc. The item also consists of following items: a) Supply of motorized boom locking /unlocking assembly with electrical coil complete (1 no. each) b) Supply of level crossing gate control panel floor mounting type with switches and buttons sheet metal fabricated, (1 No) c) Supply of push button for operating the gate with 2 NO/NC contact, green colour-close & Amber-open, Siemens or Kaypee or similar make (1 no.) d) Supply of solid state electronic flasher 24V DC operated (1 no. each). e) Supply of dual tone warning bell with 20W horn & 15W amplifier (2 no. each). Inspection by RDSO.	Set	1.00	469839.176	469839.18	
2	2	Supply of spare electric operated lifting barrier GI booms as per latest RDSO Drg S-11600 in maximum 4 sections of 8 feet each. 01 Set includes both sides of L/B. Inspection by RDSO/RITES.	Numbers	1.00	30393.072	30393.07	
3	3	Supply, Installation & Commissioning of Emergency Sliding Boom complete ( including Foundations) with all accessories for L/B gate. Inspection by RITES/RDSO for supply part.	Set	1.00	213980.55	213980.55	

4	4	Fabrication & supply of Domino type operating cum indication panel for way side station /LC gate. (Inspection by Consignee) (1 no means 1 domino)	Numbers	288.00	554.32	159644.16
5	5	Installation and complete wiring of Domino type operating cum indication panel for way side station /LC gate. (Inspection by Consignee) (1 numbers means per domino)	Numbers	288.00	45.448	13089.02
					<b>Total</b>	<b>886945.98</b>
<b>Item- 18</b>	Supply and installation of Earthing					
S No.	Item No	Description of Item	Unit	Qty	Rate	Amount
1	1	Supply and installation earth electrodes to suit Railway electrified area & as per std. Practice. The item includes digging of pit in earth, 3 Mtrs. Deep and fixing earth electrode pipe. Casting of Cement concrete enclosures as per drg. No. (NR/S&T/CON/6.4/97). The soil treatement shall be done as per std. Prattice. The item includes provn. of earth lead wires and soldering of lead wires. The item includes provn. of mild steel flat of size 35mm x 6mm (as per IRSEM) and nut bolted connection of MS flat with earth electrode for Location boxes and signal post alongwith provision of 8SWG Wire for connecting Signal unit to MS Flat at base of Signal Post. The other end of the earth wire to be connected to block instrument, cable sheeth of power equipment , apparatus case, relay racks, other equipments as per the instruction of Engr. at site & IRSEM. Complete materials such as earth electrodes as per drg. No. ( NR/S&T/CON/6. 3/97), cement, wiring material, soldering material to be supplied by the contractor. Interconnection of multiple Location Boxes Connected to Single Earth shall be done using copper tape of size 35mm x 6mm (as per IRSEM), which shall be provided by contractor. (Inspection: Supply Portion- RITES, Installation- Site Incharge)	Set	430.00	2838.696	1220639.28

2	2	Supply, installation & commissioning of maintenance free earth suitable kit as per RDSO specification RDSO/SPN/197/2008 and Drg No. SDO/RDSO/E&B/002 dated 19.9.2008 or latest with latest amendments. Earthing kit consist of earthing electrode of 17mm dia and 3 meter long-01 no. 2 MEEB (300mmX25mmX6MM) -01 no 3. SEEB (150mmX25mmX6mm) -01 no. 4 Earth enhancing compound -30 Kg (minimum). This include provision of earth connection from MEEB to S&T equipment i.e. cable sheath, apparatus case, IPS, data logger, MSDAC, SSDAC etc. with PVC earth wire of size 16/25Sq.mm through copper lugs of suitable size. PVC wire shall be supplied by Railways. Note: At certain locations it may not be possible to achieve earth resistance of less than 1.0 ohm with one earth electrode/pit due to soil resistivity. In such case provision of loop earth consisting of more than one earth pit shall be done. For interconnection of two earth pits copper tape of size 25X2 sq. mm shall be provided by contractor. The number of pits required shall be decided based upon the resistance achieved for the earth pit already installed. The procedure mentioned above for one earth pit shall be repeated for other earth pits. The other earth so installed for the purpose of loop earthing arrangement shall be counted as separate earth. (Inspection: Supply Portion- RDSO/RITES, Installation- Site Incharge)	Set	20.00	20848.144	416962.88
					<b>Total</b>	<b>1637602.16</b>
<b>Item- 19</b>	Miscellaneous Items.					
<b>S No.</b>	<b>Item No</b>	<b>Description of Item</b>	<b>Unit</b>	<b>Qty</b>	<b>Rate</b>	<b>Amount</b>
1	1	Supply of tool kit for JE/SE/SSE for Maintenance as per tech spec. given below: (1) Digital Multi Meter suitable for axle counter ranges 20 Amp AC/DC make protek 506 or Philips- 1 no. (2) Digital clamp Multi Meter range up to 100 Amps for AC/DC current make SEW or similar - 1 no. (3) Leather Tool Bag for keeping tool kit -1 no. (4) Plier Sealing with sealing code bit -1 no. (5) Plier Wire Cutting 8" make Taparia or similar -1 no. (6) Nose Plier 4" make Taparia or similar -1 no. (7) Wire Stripper - 1 no. (8) Screw Driver set mutli port type -1 set (9) Track shunt resistance .5 ohm -1 no. (10) Soldering Iron 230V AC/65 watt -1 no. (11) Soldering Iron 230V AC/35 watt with different type replacement soldering head - 1 no. (12) Soldering Iron 110V AC/35 watt -1 no. (13) Mesuring Tape steel 30 meters - 1 no. (14) Mesuring Tape steel 3 meters - 1 no. (15) Rechargable Torch Superior quality -1 no. (16) File Flat 8" long - 2 nos. (17) File Round smooth 8" long - 2 nos. (18) File Flat Bsterred 8" long - 2 nos. (19) Electric Drill Machine Portable 6mm make wolf or similar -1 no. Inspection by Consignee.	Set	4.00	44952.76	179811.04

2	2	Supply of SM/SI/ESM furniture of Godrej or similar make consisting of the following :- 1. Executive revolving bearing series low back floating chair with normal arms cushioned chair: 1 No. 2. Executive Table size 72x36x30" with 3 drawers one side, lockers cabinet on other side: 1 No. 3. Visitors chair seat & back cushion with high density Foam with plastic PVC handle capsule type flat pipe duly painted black: 3 Nos.4. Almirah steel with locking arrangement size 1145mmx460mmx750mm=1No. (Inspection: Consignee/Site Incharge)	Set	12.00	36164.92	433979.04
3	3	Supply of Megger 500V DC electronic push button type of reputed make Philips or similar make (Inspection: Consignee).	Numbers	3.00	3339.472	10018.42
4	4	Hiring of tarpaulin tents and providing the same at places as instructed by the Railway representative at site. The spacing inside tent shall be 8ft x 8ft. Each tent shall be provided with a table, chair- 4nos/tent ,tube lights and pedestal fan. Drinking water in the cans. The tents shall be fixed firmly to withstand rain, strong wind etc. Per unit means per tent/per day (24 hrs) (Inspection: Site Incharge)	Per Unit	36.00	781.336	28128.10
5	5	Transportation of Diesel, IPS and any other Railway material using Truck/TATA-207/MUV from Railway store/any designated place to work site .Labour required for loading/unloading and transportation vehicle will be arranged by contractor. (Per unit means per tonne per kilometer) (Inspection: Site Incharge)	Per Unit	20000.00	4.52	90400.00
6	6	Supply and fixing of ISI marked Carbon di Oxide type (BC) fire extinguisher of 4.5 Kg capacity confirming to IS: 2878 from seamless cylinder confirming to IS: 7285 with IS marked control valve conforming to IS: 3224 high pressure myr. Long discharge hose and horn complete with initial gas charged with carrying handle and wall mounting bracket etc. as required by site Engineer. (Inspection : RITES)	Numbers	75.00	8176.448	613233.60
7	7	Supply of digital Earth Tester 04 terminal, range 0- 10/100ohm with rechargeable battery with accessories kit as per TEC Spec no GR/TIE-10/01- April 2005 or latest. (Inspection : Consignee)	Numbers	4.00	5975.144	23900.58
8	8	Supply of Optical Time Domain Reflectometer (OTDR) suitabel for 1310/1550 nm fiber with resolution of 60 cm, dynamic range of 314/29 db with all accessories. Make EXFO, JDSU, VIAVI or better (Inspection by RDSO)	Numbers	2.00	98379.904	196759.81

9	9	"Supply of Splicing machine fully automatic. SINGLE FIBRE FUSION SPLICER SIMILAR TO FUJIKURA 80C WITH STANDARD ACCESSORIES: AC ADAPTER/BATTERY CHARGER ADC-18 1PC, AC POWER CORD ACC-XX: 1 PC, SPARE ELECTRODE ELECT2- 20: 1 PAIR CARRYING CASE CC-30 : 1 PC, USB CABLE USB-01: 1 PC, SLEEVE LOADER SL 01: 1 PC, DISPENSER MAKEUNIWAY AP-01: 1 PC, SCREW DRIVER SC-01 1 PC, INSTRUCTION MANUAL: 1 PC, QUICK REFERENCE GUIDE- 1 PC, WARNING & CAUTIONS: 1PC, BATTERY PACK BRT-06 1 PC, BATTERY CHARGER CORD DCC-18: 1 PC HIGH PRECISION FIBRE CLEAVER CT-06:1 PC, 3-IN-1 STRIPPER: 1 PC & PROTECTION SLEEVES: 25 NOS (A DEMO SHALL BE ARRANGED ALONG WITH SUPPLY). Inspection by RDSO/RITES."	Numbers	2.00	91709.336	183418.67
10	10	Supply of Transmission Measuring set (TMS) kit complete with Tone generator and DB meter as per RDSO specifications IRS :TC-43/87 or latest (Inspection by Consignee)	Numbers	2.00	19025.848	38051.70
11	11	Supply of 3 phase Manual changeover switch 100 Amps. SIEMENS/Havells or similar Iron clad switch (Inspection by Consignee)	Numbers	19.00	4540.968	86278.39
12	12	Supply of Transformer 3KVA 230V/130/110V as per IRS sepc No. S-72-88 with latest amendment . (Inspection by RDSO)	Numbers	2.00	13406.864	26813.73
13	13	Supply of Portable digital auto range multi-meter clamp type Philips, Motwani, Fluke or Rishabh make capable to measure from (0.1mv/0.01ma) AC/DC upto 50Amp(AC/DC), 600V(AC/DC) and 0.1 ohms- 40M ohms suitable for measurement of Freq., capacitance complete with Manual, leads, battery and holster etc. Inspection by Consignee.	Numbers	8.00	7354.52	58836.16
14	14	Engaging mechanical excavators like JCB or other machineries for regarding and levelling the formation, dismantling any infringing structures, clearing and removing debris etc., with all leads and lifts etc., complete and as per the instruction of Railway representative at site.per unit means per hour (Inspection: Site Incharge)	Per Unit	300.00	800.728	240218.40
15	15	Supply and testing of electronic Cable Route Locator/Tracer equipment capable of tracing electronic markers and different types of underground signaling/ electrical cables of make: 3M Dynatel Model-2273M-iD/C-scope/ Stanley or similar. (i) Cable avoidance tool DXL2 digital under ground cable & pipe locating receiver and cable avoidance tool. (ii) SGV2 signal generator. (iii) Signal lamp accessory ST-SC. (iv)Carry bag ST-CB or similar. Inspection by RITES.	Numbers	2.00	369416.12	738832.24
16	16	Supply of cable fault locator for underground cable as per model no.Telscout TS-90 (Test signal output1/2 Sine, Pulse width 5nsec to 2500nsec, Max Range:1500m, Filter cut-off Frequency:150kHz(High Pass Filter), Gain:0 to 63dB), Andig , Stanley or similar branded make as per specification. Inspection by RITES.	Numbers	2.00	265963.328	531926.66
					<b>Total</b>	<b>3480606.52</b>
<b>Item- 20</b>	Preparation of SWR (Inspection: Site Incharge/SWR Incharge).					
<b>S No.</b>	<b>Item No</b>	<b>Description of Item</b>	<b>Unit</b>	<b>Qty</b>	<b>Rate</b>	<b>Amount</b>
1	1	Translation of SWR from English to Hindi.	Per Page	2400.00	16.512	39628.80
2	2	Typing and Printing One master Copy SET in Hindi.	Per Page	2400.00	18.016	43238.40

3	3	Two Photocopies of Hindi Master Copy Set.	Per Page	2400.00	1.16	2784.00
4	4	Spiral Binding of master of SWR and 02 Set of photocopies as above including Plastic Cover. (1 job means 1 master SWR and two set of photocopies)	Job	12.00	42.568	510.82
					<b>Total</b>	<b>86162.02</b>
<b>Item- 21</b>	OFC /Telecom equipment supply and installation.					
<b>S No.</b>	<b>Item No</b>	<b>Description of Item</b>	<b>Unit</b>	<b>Qty</b>	<b>Rate</b>	<b>Amount</b>
1	1	Supply, Fixing & wiring of magneto telephones suit IRS TC:36-97(Amndt.1) or latest with all accessories including Standard battery box and 3 nos. of RR cells in the ASM office with crank handle locations/ K-points and interlocked L-xing gates as per instructions of the site Engr. All fixing materials including Standard battery box and 3 nos. Of RR cells to be supplied by the contractor. (Inspection :Consignee)	Numbers	25.00	4566.608	114165.20
2	2	Supply, installation, wiring, testing and commissioning of Signal Post Telephone (SPT) Two wire talk back system for ABS working on 110 V AC of one Master and one SLAVE unit. (Inspection by RITES)	Numbers	30.00	15493.104	464793.12
3	3	Final location survey of cable route and final preparartion of cable route plan with geo tagging of RFID installed in trenches. (1job=1Block section+1 station)(Inspection by Consignee)	Job	12.00	920.056	11040.67
4	4	Supply, installation, testing and commissioning of 48 Fiber (SC/APC-SC/APC) FDMS as per RDSO/SPN/TC/037-2000 Rev 3. Amdt 2 or latest. (Inspection by RITES)	Numbers	50.00	25783.92	1289196.00
5	5	Supply and Installation of 10 Pair crone DP complete with box made of cast Aluminium with in built locking system and water proof should have double outlet with leading in brass nozzle.The main tag block plate is mounted on the inner aluminium chamber with brass terminal studded in back lite sheet. DP boxes & termination of cables as per specifications, drawing and stipulations of tender documents. This includes fixing of the same on 1" thick board of size as per directions of site engineer with ground nuts and bolts of suitable size and pipe fixed with clamps on pole /wall . All materials required for fixing & termination including salwood/hylum board and the hardware required for fixing will be supplied by contractor (Inspection: Consignee/Site Incharge)	Numbers	5.00	873.536	4367.68
6	6	Supply and Installation of 20 Pair crone DP complete with box made of cast Aluminium with in built locking system and water proof should have double outlet with leading in brass nozzle.The main tag block plate is mounted on the inner aluminium chamber with brass terminal studded in back lite sheet. DP boxes & termination of cables as per specifications, drawing and stipulations of tender documents. . This includes fixing of the same on 1" thick board of size as per directions of site engineer with ground nuts and bolts of suitable size and pipe fixed with clamps on pole /wall . All materials required for fixing & termination including salwood/hylum board and the hardware required for fixing will be supplied by contractor (Inspection: Consignee/Site Incharge)	Numbers	15.00	1283.736	19256.04

7	7	Supply and Installation of 50 pair DP box made of cast Aluminium with in built locking system and water proof should have double outlet with leadig in brass nozzle.The main tag block plate is mounted on the inner aluminium chamber with brass terminal studded in back lite sheet. DP boxes & termination of cables as per specifications, drawing and stipulations of tender documents. . This includes fixing of the same on 1" thick board of size as pesr directions of site engineer with ground nuts and bolts of suitable size and pipe fixed with clamps on pole /wall . All materials required for fixing & termination including salwood/hylum board and the hardware required for fixing will be supplied by contractor.( Inspection : Site Engineer)	Numbers	10.00	2585.424	25854.24
8	8	Supply and intallation of thermo shrink jointing kit as per IRS TC 77/2012 with latest amendments & installation of straight joints with the help of thermo shrink jointing kit as per specifications, drawings and stipulations of tender documents and as per approved cable route plan at various locations for 06 Quad. (Inspection: Supply- RDSO, Installation- Site Incharge)	Set	80.00	5917.784	473422.72
9	9	Supply and installation of thermo shrink jointing kit as per IRS TC 77/2012 Rev 3 with Amdt 1 & 2 latest amendments & provision of derivation isolation joint in quad cable & PIJF cable at LC gate, pump, houses, station cabins etc. using thermo shrink jointing kit as per specifications, drawings and stipulations of tender documents This includes all material required for making joints. (Inspection: Supply- RDSO, Installation- Site Incharge)	Set	70.00	6647.608	465332.56
10	10	Supply of VF Tapping & Termination Transformers 1120:470 Ohm as per IRS-TC-22/76 with Amd 1 with latest amendments. Inspection by Consignee	Numbers	120.00	1901.936	228232.32
					<b>Total</b>	<b>3095660.55</b>

<b>Item- 22</b>	<b>Fire Alarm System.</b>					
<b>S No.</b>	<b>Item No</b>	<b>Description of Item</b>	<b>Unit</b>	<b>Qty</b>	<b>Rate</b>	<b>Amount</b>
1	1	Supply, Installation, commisssioning of fault locator for short circuit detection in fire alarm loop required as per UL listed solution and RDSO/SPN/217/2016 ver 2.0 or latest.(INSPECTION: RDSO/RITES FOR SUPPLY PORTION)	Numbers	34.00	4484.664	152478.58
2	2	Supply,installation, Commissioning Heat and Smoke Multi sensor detector with atuomatically Adjusts sensitivity levels without the need for operator intervention or programming sensitivity increase with heat varying and floating Sensitivity from 0.5 to 4% /Ft and shall be plug in type facility and address through switch.The base should also be supplied as per RDSO/SPN/217/2016.Ver 1.0 or latest. (INSPECTION: RDSO/RITES F O R SUPPLY PORTION)	Set	176.00	4631.96	815224.96
3	3	Supply, Installation, commisssioning of Analogue addressable UL listed fire alarm contol panel with 80 character display with battery charger and battery backup for 24 Hr normal operation and addressable power and alphnumaric keypad for installation for the FAS panel and 1000 event recording facility without GSM RDSO/SPN/217/2016 Ver.1.0 or latest. (INSPECTION: RDSO/RITES F O R SUPPLY PORTION)	Numbers	17.00	408284.76	6940840.92

4	4	Supply, Installation, commissioning of Analogue Type liner Heat Sensing(LHS) cable which is self restoreable after the fire event as its temperature do not exceed specified resettable temperature limit of 120 degree activation temperature of 70 drgree celsius as per RDSO/SPN/217/2016 Ver.1.0 or latest.(INSPECTION: RDSO/RITES F O R SUPPLY PORTION).	Metre	1460.00	1368.44	1997922.40
5	5	Supply, Installation, commissioning of GUI software to monitor health of detector and other devices along with control panel. The software shall be accessible over TCP/IP. IT shall also be able to indicate in the device whenever the detector or the device would require to be serviced as per RDSO/ SPN/217/216 ver 1.0 or latest.(INSPECTION: RDSO/RITES FOR SUPPLY PORTION)	Numbers	17.00	136468.32	2319961.44
6	6	Supply,Installation,commissioning of GSM interface module suitable to interface with the control panel as per RDSO/SPN/217/2016,Ver 1.0 or latest. (INSPECTION-RDSO/RITES FOR SUPPLY PORTION)	Numbers	17.00	19961.928	339352.78
7	7	Supply,Installation,commissioning of UL listed glass break manual call point as per RDSO/SPN/217/2016,Ver 1.0 or latest. ( INSPECTION-RDSO/RITES FOR SUPPLY PORTION)	Numbers	21.00	4444.488	93334.25
8	8	Supply, Installation, commissioning of Audio visul alarm unit as per RDSO/SPN/217/2016 Ver.1.0 or latest.(INSPECTION: RDSO/RITES F O R SUPPLY PORTION).	Numbers	21.00	8789.688	184583.45
9	9	Supply, Installation, commissioning of end of linear Heat sensing interface module as per RDSO/SPN/217/2016 Ver.1.0 or latest. (INSPECTION: RDSO/RITES F O R SUPPLY PORTION).	Numbers	17.00	113924.368	1936714.26
10	10	Supply, Installation, commissioning of end of line box for linear Heat sensing interface module as per RDSO/SPN/217/2016 Ver.1.0 or latest. (INSPECTION: RDSO/RITES F O R SUPPLY PORTION).	Numbers	17.00	4027.912	68474.50
11	11	Supply, Installation, commissioning of circuit integrity cable 2 core 1.5 Sq.mm as per RDSO/SPN/217/2016 Ver.1.0 or latest. (INSPECTION: RDSO/RITES F O R SUPPLY PORTION).	Metre	4400.00	222.584	979369.60
					<b>Total</b>	<b>15828257.13</b>
<b>Item- 23</b>	Painting, Dismantling, etc..					
<b>S No.</b>	<b>Item No</b>	<b>Description of Item</b>	<b>Unit</b>	<b>Qty</b>	<b>Rate</b>	<b>Amount</b>



1	1	"Cleaning , Scrapping , Painting and lettering of all newly installed gears such as signals, point equipment, track circuit equipment with T.C. no on rail, App. Cases, JB., TL JB's, point rodding cranks, compensators etc. including gate equipment if existing in station section as per the provision of IRSEM. All painting material to be supplied by the contractor. All paints (ISI marked) shall be approved by Railway Engineer prior to painting and certificate to this effect submitted to Railway. This item also includes writing and painting requirement of all indoor and outdoor gears along with making of all circuit nos. near terminal and terminal boards/track in app. cases, junction boxes, relay room, SMs room, writing of relay nomenclature fuse nos. and equipment nomenclature as the approved plans and as per provision of IRSEM at Way side station. This item also includes writing and painting requirement of all indoor and outdoor gears along with making of all circuit nos. near terminal and terminal boards/track in app. cases, junction boxes, relay room, SMs room, writing of relay nomenclature fuse nos. and equipment nomenclature as the approved plans and as per provision of IRSEM. (1 JOB = 1 Station + 1 Block Section) (Inspection: Site Incharge)"	Job	12.00	19916.736	239000.83
2	2	Dismantling and releasing single signal post which includes dismantling of signal fittings electrical and mechanical both wheel of sorts, GI pipe pullies, pully stakes wire run from cabin to signal posts etc. All dismantled material to be transported and stack in the store of SE/SSE/Sig/Store/DBSI or DY.CMM/SSB/DLI store depot at SSB/site supervisor or any other store of northern railway as per .. Note :- Before dismantling joint survey is to be done with the site engr. and report to be submitted to the site engr. 1 Job= 1 Signal) (Inspection: Site Incharge)	Job	110.00	1067.384	117412.24
3	3	Dismantling and releasing of location boxes which includes all S&T fittings of electrical and mechanical, releasing of termination boards, relays, terminals, batteries, track feed chargers and other associated fittings installed therein complete with fittings. All dismantled material to be transported and stack in the store of SE/SSE/Sig/Store/DBSI or DY.CMM/SSB/DLI store depot at SSB/site supervisor or any other store of northern railway as per .. Note :- Before dismantling joint survey is to be done with the site engr. and report to be submitted to the site engr. (1 Job= 1 Location Box). (Inspection: Site Incharge)	Job	80.00	610.57	48845.44

4	4	Dismantling and releasing of S&T gears in ASM room,Battery room, relay room, equipment room, DG room (including DG sets). This include all equipemts and relays, relay rack, terminal board, SM Slide frame, panel batteries, battery chargers, angle iron, etc. All dismantelled matterial to be transported and stack in the store of SE/SSE/Sig/Store/DBSI or DY.CMM/SSB/DLI store depot at SSB/site supervisoror any other store of northern railway as per .. Note :- Before dismantling joint survey is to be done with the site engr. and report to be submitted to the site engr.(One job= One Room). (Inspection: Site Incharge)	Job	30.00	9447.736	283432.08
					<b>Total</b>	<b>688690.59</b>



**GOVERNMENT OF INDIA**

(भारत सरकार)

**NORTHERN RAILWAY**

**SIGNAL & TELECOMMUNICATION**

**(S&T PROJECT)**

**TENDER DOCUMENT**

For the work of

**NAME OF WORK: - "Provision of Electronic Interlocking (EI) based Automatic Signaling in Delhi-Rewari section, along with Replacement of 6 EI's at Palam, Gurgaon, Jataula Jauri Sampka, Pataudi Road, Inchhapuri & Khalilpur (Delhi-Rewari Section length- 75 Kms approx.)"**

**TENDER No. 256Sig-SPL-TKJ-230-DLI-RE**

**DY.CHIEF SIGNAL & TELECOMMUNICATION ENGINEER/  
SPECIAL/TILAK BRIDGE, NORTHERN RAILWAY  
TILAK BRIDGE,NEWDELHI**

**Price: NIL**

Signature of Tenderer

Page 1 of 215

Signature Not  
Verified

Digitally signed by  
VARUN SHARMA  
Date: 2024.06.26  
11:22:18 +05'30'  
Reason: IRLPS-CRIS  
Location: New Delhi

**NORTHERN RAILWAY  
(TOP SHEET)**

(A) Details to be filled in by Railway:

Mode of Tender	Open E-Tender (Two Packet)
Tender Notice No.	<b>256Sig-SPL-TKJ-230-DLI-RE</b>
Full name of work	<b>NAME OF WORK: - "Provision of Electronic Interlocking (EI) based Automatic Signaling in Delhi-Rewari section, along with Replacement of 6 EI's at Palam, Gurgaon, Jataula Jauri Sampka, Pataudi Road, Inchhapuri &amp; Khalilpur (Delhi-Rewari Section length- 75 Kms approx.)"</b>
Approx. cost	As on <a href="http://www.ireps.gov.in">www.ireps.gov.in</a>
Completion period	12 months (from the date of issue of Letter of Acceptance.)
Bid Security / (Earnest Money Deposit)	As on <a href="http://www.ireps.gov.in">www.ireps.gov.in</a>
Sale/availability of tender document on Rly. Website	Tender documents will be available on IREPS web site i.e. <a href="http://www.ireps.gov.in">www.ireps.gov.in</a>
Last date/Time of upload of tenders	As on <a href="http://www.ireps.gov.in">www.ireps.gov.in</a> .
Date and time of opening of tender	As on <a href="http://www.ireps.gov.in">www.ireps.gov.in</a>

**\*E-RA tender for >Rs 50.00 Cr. Works ...Authority -RB letter no.  
2017/Trans/01/Policy/Pt.-S dt.28.3.2018**

Signature of Tenderer

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

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

Note:

i) Special attention of tenderers is drawn to clause 2.4.1 of “Special tender condition & instruction to tenderers”, tenderer must upload, the documents mentioned therein pertaining to constitution of firm/ concern.

ii) Special attention of tenderers is drawn to **clause 2.3 of “special tender condition & instructions to tenderers”** and **Annexure-M & M(A), as the case may be** they should upload the requisite documents pertaining to their technical & financial eligibility.

Signature of the tenderer

Name of signatory\_\_\_\_\_

Signature of Tenderer

## (C) Check List of documents to be uploaded by the tenderer(s) while submitting their offer.

Tenderer must upload following documents along with their offer

1	Cost of tender document (NIL in case of E-tender mode)
2	Requisite Bid Security:As on <a href="http://www.ireps.gov.in">www.ireps.gov.in</a> A. (ONLINE mode-CASH) (No Documentary Proof required) B. <b>ON LINE MODE-BG</b> (BG Scanned copy to be uploaded with Tender Documents) Note for B:-The original Bank Guarantee should be delivered in person to Ch.OS/C/PS the official nominated as indicated in the tender document within 5 working days before closing date for submission of bids.
3	All requisite documents/credentials mentioned in clause 2.3 of “ <i>Special Tender Conditions and Instructions to tenderers</i> ” pertaining to his/their technical and financial eligibility. (As applicable)
4	All requisite documents mentioned in clause 2.4 of “ <i>Special Tender Conditions and instruction to tenderers</i> ” pertaining to constitution of firm/concern. (As applicable).
5	<b>Tenderers are compulsorily required to upload certificate as per Annexure–M&amp;M (A) as the case may be</b> as stipulated in 2.2.6 of “ <i>Special Tender Conditions and instruction to tenderers</i> ” <b>without which the offer will be considered incomplete and will be rejected summarily. (2022/ce-i/ct/gcc-2022/Policy dated 13.12.2022)</b>
6	<b>Applicable for tender value more than Rs 20 crore.</b> Tenderer(s) are compulsorily required to upload detail statement of works being executed/in hand on prescribed format as per Annexure-H & maximum value of construction works executed and payment received in anyone of the previous three financial years or the current financial year (up to date of inviting tender)as per Annexure-N as stipulated in Clause No. 2.3.2(A)(xiv) of “ <i>Special Tender Condition and Instructions to Tenderer(s)</i> ” without which the offer will be considered as incomplete and will be rejected summarily.
7	Tenderers are required to upload requisite details in prescribed Performa of Annexure C to G, I, J & L without which the offer is liable to be rejected.
Note	<ul style="list-style-type: none"> <li>i) After opening of tender, any document/credential pertaining to technical, financial eligibility and available Bid Capacity constitution of firm etc. shall neither be asked nor be entertained/considered under any circumstances and no claim or representation whatsoever from the tenderer in this regard shall be entertained. <b>Scanned copy of the documents, uploaded by the tenderer shall be clear &amp; readable.</b> However, Railway reserves the right to ask for any clarification on the documents/credentials already submitted by the tenderer along with the offer.</li> <li>ii) Tenderer may have to produce the original Documents in physical form at short notice whenever asked by Railway at any stage of tender evaluation processor even after finalization of tender.</li> <li>iii) In E-tender, all submissions of documents are to be uploaded on web-site. There may be last minute hic-cups and delay in uploading the Documents and payment of Bid Security etc. Tenderer’s /Prospective bidders are advised to upload their offer well in time. Railway will not be responsible for any delay/non submission of offer due to any reason whatsoever</li> <li>iv) <b>Annexure Q-Mandatory undertaking Regarding Employment/ Partnership of Retired Railway Employees.</b></li> <li>v) <b>In case of tender value moreRs.20 crore,</b> Tenderer may please note that offers received without requisite Annexure-H &amp; N as mentioned above, will be considered as incomplete &amp; invalid tender and for which contractor shall have no claim on Railway.</li> </ul>

(D) CHECKLIST DOCUMENT ATTACHED WITH THE OFFER  
(For the guidance to Tenderer)

Signature of Tenderer

S.No	Document/Detail	Required in the form	Attached	
			Yes	No
Constitution of Firm documents (as required in terms of Clause2.4 of the tender document)				
1	In case of Sole Proprietorship Concern	Undertaking as per Annexure O-1)  Undertaking may be given. If not given  As per para14(iii) of GCC-2022, 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.		
2	In case of a “Partnership Firm/Concern”	(i) A Notarised copy of the Partnership Deed or a copy of the Partnership Deed registered with the Registrar		
		(ii)Document(s) in support of Registration of firm with Registrar/Sub-Registrar of firms viz. Certificate of registration and copy of Register of firm (Form No. may vary from State to State) (as applicable) etc. issued by Registrar of firms.		
		(iii)A notarized or registered copy of Power of Attorney in favour of the individual to tender for the work, sign the agreement etc. and create liability against the firm (Standard Performa as per Annexure O-2)		
		(iv) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP in which they were/are partners/members. Any Concealment / wrong information in regard to above shall make the bid ineligible or the contract shall be determined under Clause 62 of the Standard General Conditions of Contract.  <b>Note:</b> Authorization given in POA only will be considered irrespective of any authorization that may have given in Partnership Deed. In case of non-Submission of POA or in valid POA, offer is liable to be rejected.		
3	In case of a “JV Firm”	(i)A copy of Memorandum of Understanding (MOU) duly executed by the JV members on a stamp paper, shall be submitted by the JV along with the tender (Standard Performa as per Annexure – K-I). The complete details of the members of the JV, their share and responsibility in the JV etc. particularly with reference to financial, technical and other obligations shall be furnished in the MOU.		

Signature of Tenderer

		(ii) Power of Attorney/authorization duly Notarized by all JV constituents, in favour of the individual under whose digital signature key the tender document shall be uploaded on behalf of JV for signing the tender document on behalf of the JV (Standard Performa as per Annexure O-3)		
3(a)	In case one or more of the members of the JV Firm is/are Partnership Firm(s), following documents shall be submitted:	(i) A Notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar. (ii) Document(s) in support of registration of firm with registrar/Sub-Registrar of firms viz. Certificate of registration and copy of Register of firm (Form No. may vary from State to State) (as applicable) etc. issued by registrar of firms. (iii) A copy of consent of all the partners or individual authorized by partnership firm, to enter into the Joint Venture Agreement on a stamp paper, (Standard Performa as per Annexure O-4) (iv) A notarized or registered copy of Power of Attorney in favour of the individual to sign the MOU/JV Agreement on behalf of the partnership firm and create liability against the firm. (Standard Performa as per Annexure O-5) <b>Note:</b> Authorization given in POA only will be considered irrespective of any authorization that may have given in Partnership Deed. In case of non-submission of POA or invalid POA, offer is liable to be rejected. (v) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP in which they were/are partners/members. Any Concealment / wrong information in regard to above shall make the bid ineligible or the contract shall be determined under Clause 62 of the Standard General Conditions of Contract.		
3(b)	In case one or more of the members of the JV Firm is/are Proprietary Firm or HUF, following documents shall be submitted:	A copy of notarized affidavit on Stamp Paper declaring that his Concern is a proprietary Concern and he is sole proprietor of the Concern OR he who is signing the affidavit on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF. (Standard Affidavit as per Annexure O-6)		
3(c)	In case one or more members of JV is/are Companies, the following documents shall be submitted:	(i) A copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement, (Standard Performa as per Annexure O-7) (ii) The copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company		

Signature of Tenderer



		(iii) Copy of certificate of incorporation.		
		(iv) A copy of Authorization/copy of Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender, sign MOU/JV Agreement on behalf of the company and create liability against the company (Standard Performa as per Annexure O-8).		
3(d)	In case one or more members of JV is/are LLP firm, the following documents shall be submitted/uploaded	(i) A copy of LLP Agreement (ii) A copy of Certificate of Incorporation of LLP (iii) A copy of resolution passed by partners of LLP firm, permitting the Firm to enter into a JV agreement (Standard Performa as per Annexure O-13) (iv) A copy of Authorization /copy of Power of Attorney issued by the LLP firm (backed by resolution passed by the Partners) in favour of the individual, to sign the tender and/or sign the MOU/JV agreement on behalf of the LLP and create liability against the LLP. (Standard Performa as per Annexure O-14) (v) An undertaking by all partners of the LLP that they are not blacklisted or debarred by Railways or any other Ministry /Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were / are partners/members. Any Concealment /wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.		
4	In case of a "Company"	(i) Copies of the AOA/MOA (Article of Association /Memorandum of Association) of the Company (ii) A copy of certificate of incorporation. (iii) A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company (Standard Performa as per Annexure O-9, 10).		
5	In case of a "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 Rules & Regulations of the Society (iv) A copy of Power of Attorney in favour of the individual to sign the tender documents and		

Signature of Tenderer

		create liability against the Society/Trust. (Standard Performa as per Annexure-O-16)		
6	In case of LLP	(i) A copy of LLP Agreement, (ii) A copy of Certificate of Incorporation; and (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 (Standard Performa as per Annexure O-11 & O-12). (iv) An undertaking by all partners of the LLP that they are not blacklisted or debarred by Railways or any other Ministry/Department of the Govt. of India from participation in tenders/ contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were/are partners /members. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.		
6(A)	In case of HUF	A copy of notarized affidavit on Stamp Paper declaring that he who is submitting the tender on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF (Standard Performa as per Annexure O-15).		
<b>Other important documents</b>				
7	<b><u>Technical Eligibility Criteria:-</u></b>	<b>Completion/Performance Certificate in support of 30%/40%/60%(as the case may be) for similar nature of work as per clause 2.3.2.A (v) of tender document.</b>		
8	<b><u>Financial Eligibility Criteria:-</u></b>	<b>Average Annual Contractual turnover(A= V/N) received as per Annexure-I and as per Clause 2.3.2(A) (vi) of Tender Document.</b>		
9	Annexure-C	Declaration form regarding site etc.		
10	Annexure-D	Declaration regarding constitution of firm		
11	Annexure-E	Plant and Machinery		
12	Annexure-F	Engineers/Personnel		
13	Annexure-G	Works executed during last 7 years ending last day of the month previous to the one in which tender is invited		
14	<b>Annexure-H</b>	<b>Works in Hand-in support of Bid Capacity (Mandatorily for tender value more than Rs. 20 crore)</b>		

Signature of Tenderer

15	Annexure-I	The tenderers shall submit requisite information as per Annexure-I, along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/Certificate from Chartered Accountant duly supported by Audited Balance Sheet.		
16	Annexure-J	Bank Detail/RTGS		
17	Annexure-L	Performa of Completion Certificate		
18	<b>Annexure-N</b>	Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender) for calculating A on prescribed Performa as per Annexure N duly verified by Chartered Accountant. (Mandatorily for tender value more than Rs. <b>20</b> crore)		
19	<b>Annexure M &amp;M(A) as the case may be</b>	<b>Mandatory</b> certificate to be submitted by tenderer along with the tender documents		
20	<b>Annexure Q</b>	<b>Mandatory</b> undertaking Regarding Employment/ Partnership of Retired Railway Employees		
21	Attested copy of Ballast Test Report	<b>Mandatory to be submitted</b> (Only for pure ballast Supply tenders) as per Railway Board letter No. 2007/CE-II/MB/I dated 30.12.2019.		
22	Annexure – K-3 &K-4	<b>If tender submitted on behalf of Partnership Firm, relevant Annexures K-3 and K-4as Declaration to be submitted by the tenderer along with tender document.</b>		

**E. PRECAUTIONS TO BE TAKEN FOR PREPARING LEGAL DOCUMENTS**

**(For guidance toTenderer):**

**1. Non Judicial stamp paper**

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

**2. Signature on the document**

- (i) The document should be signed on each page and also at the appropriate place meant for signature of executants/deponent.
- (ii) Signatory/executants should ensure that on the date of signing the document he/she has valid authority/attorney in his/her favour for signing.

Signature of Tenderer

- (iii) In affidavit declaration clause as well as verification clause both should be signed by deponent/executants.
- (iv) Where the document requires witnessing, it should be duly signed by witnesses along with their names and addresses.
- (v) On Power of Attorney, signatures of the Attorney holder should also be got done and attested by executants.

**3. Format of the document**

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

**4. Notarization of document**

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

Signature of Tenderer

**NORTHERN RAILWAY  
(S&T Project)**

**E-TENDER NOTICE**

**TENDER No. 256Sig-SPL-TKJ-230-DLI-RE**

Dy. Chief Signal & Telecommunication Engineer/ Special Tilak Bridge, Northern Railway, Tilak Bridge, New Delhi for & on behalf of 'President of India 'invites' OPEN' e-tender (Two Packet) for the under noted work:

SN	Name of work	Approx. Cost/ Bid Security/Earnest Money	Similar nature of work / Period of completion	Cost of tender document (Nil in case of e-tender)
1	"Provision of Electronic Interlocking (EI) based Automatic Signaling in Delhi-Rewari section, along with Replacement of 6 EIs at Palam, Gurgaon, JataulaJauriSampka, Pataudi Road, Inchhapuri&Khalilpur (Delhi-Rewari Section length- 75 Kms approx.)"	As on <a href="http://www.ireps.gov.in">www.ireps.gov.in</a>  <b>Bid Security/Earnest Money</b> As on <a href="http://www.ireps.gov.in">www.ireps.gov.in</a>	Similar nature of work as given below  Period of completion – <b>12 months from date of LOA</b>	<b>NIL</b>

<b>Definition of Single similar work</b>	
<b>Any RI or EI or ABS or IBS/IBH work involving Indoor &amp; Outdoor work (Cable laying &amp; termination).</b>	
Note1:	<b>Tenderer may be required to submit the schedule of those works, completion/Performance Certificates of which have been submitted by him/her in support of 30/40/60% (as the case may be) criterion of similar nature of work.</b>
Note2:	<b>a. Submission of 'Undertaking by the tenderer' that the equipment for EI shall be procured from RDSO approved sources and installation, testing and commissioning of EI shall also be got done from the same source including after sales support required during the warranty period..</b> <b>AND</b> <b>b. The successful bidder shall submit an undertaking from RDSO approved EI OEM, before the supply of material to confirm compliance with extent RDSO guidelines and to meet contract specific requirements.</b>

Signature of Tenderer

Critical Dates		
Code	Activity	Date
D0	Date of availability of tender document on <a href="http://www.ireps.gov.in">www.ireps.gov.in</a> .	As on <a href="http://www.ireps.gov.in">www.ireps.gov.in</a>
D1=D0	Start of submission of offer on <a href="http://www.ireps.gov.in">www.ireps.gov.in</a>	As on <a href="http://www.ireps.gov.in">www.ireps.gov.in</a>
D2=D0+21days	<ul style="list-style-type: none"> <li>End of Availability of Tender Documents at <a href="http://www.ireps.gov.in">www.ireps.gov.in</a>.</li> <li>Opening of tender/offer.</li> </ul>	As on <a href="http://www.ireps.gov.in">www.ireps.gov.in</a>
<p><b>NOTE: In case the intended date for opening of tenders is declared a holiday, the tenders will be opened on the next working day at the same time.</b></p> <p><b>Note: ELECTRONIC REVERSE AUCTION (e-RA) will be followed for tenders valued more than Rs. 50Cr.as per terms and condition of Clause No.2.0 (C).</b></p>		

**Qualifying criteria:**

The tenderer should have minimum eligibility criteria as given below:

**Technical Eligibility Criteria:**

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

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

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

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

Signature of Tenderer

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

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

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

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

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

(b)(ii) In such cases, what constitutes a component in a composite work shall be clearly pre-defined with estimated tender cost of it, as part of the tender documents without any ambiguity. Any work or set of works shall be considered to be a separate component, only when cost of the component is more than Rs 2 crore each.

(b)(iii) To evaluate the technical eligibility of tenderer, only components of work as stipulated in tender documents for evaluation of technical eligibility, shall be considered. The scope of work covered in other remaining components shall be either executed by tenderer himself if he has work experience as mentioned in clause 2.3.3(a)(ii) of the Tender Document or through subcontract or fulfilling the requirements as per clause 2.3.3 of the Tender Document or jointly i.e., partly himself and remaining through subcontractor, with prior approval of Chief Engineer/ Chief Signal & Telecom Engineering in writing.

Among the components of composite tender stipulated for evaluation of technical eligibility, tenderer can execute one or more specified components by engaging sub-contractor. The component(s) of work as stipulated in the tender document can be executed by the tenderer himself or by engaging sub-contractor. The components which are permitted to be executed by sub-contractor will be further classified in the tender document into those which will be considered towards technical eligibility and the remaining which will not be considered towards technical eligibility. For the component(s) which are to be mandatorily executed by the tenderer, the technical eligibility shall be assessed as per clause 2.3.2(A)

(v) (b) (i) of the tender document. In case of tenderer is JV, the Technical eligibility for the component proposed to be executed by the tenderer shall be fulfilled as per clause 2.3.2(A) (xii) and Annexure-K. The technical eligibility for such stipulated components of work for which engagement of sub -contractor is permitted shall be evaluated as per clause 2.3.3 (a) (ii) of the tender document whether it is executed by tenderer or sub-contractor.

**Note:-**Total value of the work to be assigned to sub-contractor (s) shall not be more than 50% of total contract value.

If the tenderer proposes to execute one or more of such specified components which are to be considered towards technical eligibility through sub-contractor, the tenderer is required to submit the following documents along with the tender in support of such sub-contractors:

- (i) The documents of sub-contractor regarding constitution of firm / company / Registered Trust / Registered Society / LLP / HUF, etc (as applicable) at the time of tendering as per requirement of Clause 2.4 (Constitution of Firm) of “*Special Tender conditions and instruction to tenderer(s)*”.
- (ii) A formal Agreement duly notarized, legally enforceable in the Court of Law, between tenderer

Signature of Tenderer

And sub-contractor for the component(s) of work proposed to be executed by the sub-contractor.

(iii) A certificate that Sub-Contractor(s) are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders/contract on the date of opening of bids either in their individual capacity or as a member of the JV in which they were/are members.

(iv) Document in support of technical credential of sub-contractor as per Clause 2.3.3(a)(ii).

The consideration of Technical eligibility in case of composite tenders is clarified in details through an illustrative example as below:-

Example–Composite tender of value Rs.50.00Cr having components as below:-

1. A - Rs.23Cr.
2. B - Rs.15Cr.
3. C - Rs.5Cr.
4. D - Rs.4Cr.
5. E - Rs.3Cr.

Say, following criteria is stipulated for technical eligibility in tender document:

Component A&B:- To be met by tenderer or its constituent member in case of JV as per clause 2.3.2 (A) (v)(b)(i) and 2.3.2(A)(xii) at the time of evaluation of tender.

Component C &D:- To be met either by tenderer or its constituent member in case of JV or by sub-contractor. These components are to be considered for technical eligibility at the time of evaluation of tender.

Component E: - To be met either by tenderer or its constituent member in case of JV or by sub-contractor. For this component, technical eligibility will be adjudged after award of contract as per para 2.3.2 (A) (v) b (iii).

Then the technical evaluation in this example will be done as detailed below:

SN	Component Description	Value of Component	Technical Eligibility Criteria
1	A	23Cr	30/40/60% of Rs.23Cr in 3/2/1 no(s) of works of Similar completed in 7years by tenderer or Lead Member of the JV in case of JV.
2	B	15Cr	30/40/60% of Rs.15Cr in 3/2/1no(s) of works of Similar completed in 7years by tenderer or Lead Member of the JV in case of JV.
3	C	5Cr	35% of Rs 5 Cr single work of similar nature completed in last 5 years (ending last day of month previous to the one in which tender is invited through a work contract) by tenderer or its constituent member in case of JV or Sub-contractor.
4	D	4Cr	35% of Rs 4 Cr single work of similar nature completed in last 5 years (ending last day of month previous to the one in which tender is invited through a work contract) by tenderer or its constituent member in case of JV or Sub-contractor.

Signature of Tenderer



5	E	3Cr	For this component, work covered in to this component shall either be executed by tenderer himself if he has a work experience as per para2.3.3 (a) (ii) or through sub-contractor fulfilling the requirement as per clause 2.3.3 or jointly i.e. partly himself and remaining through sub-contractor, with prior approval of Chief Engineer in writing. <b>For this component, technical Eligibility will not be considered in tender evaluation and the documents of sub-contractor need not be submitted along with tender. The contractor will engage an eligible sub contractor after award of contract with the approval of Chief Engineer in writing.</b>
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(b)(iv) In case, after award of contractor during execution of work, it becomes necessary for contractor to change subcontractor, the same shall be done with sub-contractor(s) fulfilling the requirements as per clause 2.3.3, with prior approval of Chief Engineer in writing.

**Note for Technical Eligibility Criteria:**

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

In case tenderer submits work experience certificate issued by public listed company, the tenderer shall submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill 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.

**Technical Eligibility for Components of work in case of composite work**—as detailed in tender document.

Signature of Tenderer

**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-I, along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/Certificate from Chartered Accountant duly supported By Audited Balance Sheet.

**BID CAPACITY: (Applicable for tenders costing more than Rs.20.00 crore)** Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the updated estimated value. The available Bid Capacity will be calculated as detailed in tender document.

**Definition of Similar Nature of Work:**

<b>Definition of Single similar work</b>	
<b>Any RI or EI or ABS or IBS/IBH work involving Indoor &amp; Outdoor work (Cable laying &amp; termination).</b>	
Note1:	<b>Tenderer may be required to submit the schedule of those works, completion/Performance Certificates of which have been submitted by him/her in support of 30/40/60% (as the case may be) criterion of similar nature of work.</b>
Note2:	<p>a. <b>Submission of 'Undertaking by the tenderer' that the equipment for EI shall be procured from RDSO approved sources and installation, testing and commissioning of EI shall also be got done from the same source including after sales support required during the warranty period.</b></p> <p>AND</p> <p>b. <b>The successful bidder shall submit an undertaking from RDSO approved EI OEM, before the supply of material to confirm compliance with extent RDSO guidelines and to meet contract specific requirements.</b></p>

**Validity of Offer:**

(i) **60** days for tenders of value upto Rs.10cr. from the date of opening.

(ii) **90** days for tenders of value more than Rs.10cr from the date of opening.

The bidder shall submit 'Undertaking by the tenderer' that the equipment for EI shall be procured from RDSO approved sources and installation, testing and commissioning of EI shall also be got done from the same source including after sales support required during the warranty period.

Signature of Tenderer

**Submission of Tender Documents & Opening:**

The tenders may be uploaded up to date D2 along with scanned copy of all the requisite document (as per Annexure 1& 2).

- Technical cum Commercial Bids will be opened on Date D2 immediately after close of uploading of tenders.
- Financial bids of the eligible tenderers would be opened subsequently on the date and time to be notified later on.
- Tenderer may have to produce the original Documents at short notice whenever asked by Railway at any stage of tender evaluation processor even after finalization of tender.
- In E-tender, all submissions of documents are to be uploaded on web-site. There may be last Minute hic-cups and delay in uploading the Bid Security and Documents etc. Tenderer's/Prospective bidders are advised to upload their offer well in time. Railway will not be responsible for any delay/non-submission of offer due to any reason whatsoever.

**Note:**

**1.0 Special attention is invited for the tenderers**

- (a) Tender will be summarily rejected in case of non submission of Annexure-M&M(A) as the case may be & Q.
- (b) In case of tender value more than Rs.20crore, tender will be summarily rejected in case of non submission of Annexure-H&N (bid capacity evaluation).

**2.0 Instructions regarding GST**

- (i) Works contracts shall be treated as supply of services as per schedule-II GST Act.
- (ii) GST Act and Rules issued from time to time by the Government/ concerned authorities shall be applicable.
- (iii) The successful Contractor/suppliers/service providers/ parties immediately after the award of tender shall register their firms under GSTIN (GST Identification Number) and submit 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.

**3.0 In case tender value upto Rs.10 crore (Single packet)**

The tender uploaded by the tenderer(s) will consist of Single Packets/Files i.e. Packet-I/File-I having

- (a) Tender form (First sheet) (b) Special Tender Conditions and Instructions to tenderer/s
- (c) Special Conditions relating to site data and specifications (d) Bill(s) of Quantities. This Bid shall contain all the documents as listed Annexure-1 & Annexure-2 of Tender Notice.

**4.0 In case tender value more than Rs.10crore (For Two Packet Tender) NA**

- (i) Tenderer(s) shall upload two files/packets: File-I/Packet-I and File-II/Packet-II.
- (ii) File-I/Packet –I shall contain Technical Cum Commercial bid and all necessary documents regarding constitution of the firm and other requisite documents/credentials as per Annexures 1 and 2.
- (iii) File-II/Packet-II shall contain the Financial Bid only.

**5.0** “JVs shall be considered in accordance with approved tender conditions.”

**NOTE:**

Signature of Tenderer

1. The bidders who desires to participate against e-tenders, are advised to electronically register themselves on website [www.ireps.gov.in](http://www.ireps.gov.in) for which they would require to obtain Class III digital certificate (if already not obtained) issued by CCA under ITAct-2000.
2. All other terms and conditions in respect of above tender are given in the tender document.
3. Only e-tenders will be accepted and tenders submitted in any other form will be summarily rejected.

**DY.CSTE/Special/Tilak Bridge**  
**For & on behalf of the President of India.**

**TENDER No. 256Sig-SPL-TKJ-230-DLI-RE**

Copy to (Through-mail):-

1. The FA&CAO/Const.,Northern Railway,K.Gate,Delhi.
2. CSTE/P/WEST/NR, Baroda House, New Delhi.
3. All Dy.CSTE/Const/N.Rly.& All Dy. CSTE/Project/NR.
4. Copy for Notice Board .

Signature of Tenderer

**Annexure-I****Scanned copy of the Documents to be uploaded alongwith offer**

S. No.	Subject/Context	Required Documents/Form	Action if required documents not submitted along with The tender
1	Cost of Tender Document (in terms of Clause 2.1.2 (a) of tender document)	<b>NIL(In case of e-tender mode)</b>	<b>Summarily Rejected (In case of tender other than e- tender mode)</b>
2	Bid Security (in terms of Clause 3.0 of tender document)	<b>A. ONLINE MODE- CASH (no Documentary proof required)</b>  <b>B. ONLINE MODE-BG (BG Scanned Copy to be uploaded with Tender Documents)</b>  <b>Note for B: The original Bank Guarantee should be delivered in person to the official nominated (COS/SPL/TKJ) as indicated in the tender Document within 5 working days before Closing date for submitting of bids.</b> Rs. 2405900.00/- (Rupees Twenty four Lakh five thousand nine hundred only)	<b>Summarily Rejected</b>
3	Constitution of Firm Documents (as required in terms of Clause 2.4 of the tender document)		<b>As per Clause 2.4.1.1 of Special Tender conditions and Instruction to the tenderer,</b>
A	In case of Sole Proprietorship Concern	<b>(Undertaking as per Annexure O-1)</b> Undertaking may be given. If not given  As per para 14(iii) of GCC-2022, 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.	After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm / Partnership Firm / Registered Company / Registered Trust / Registered Society / HUF etc. shall be neither asked nor considered, if submitted. Further, no suo moto cognizance of any document available in public domain (i.e., on internet etc.) or in Railway's record/office Files etc. will be taken for consideration of the tender, if no such
B	In case of a "Partnership Firm/Concern"	i) A Notary certified copy of the Partnership Deed or a copy of the Partnership Deed registered with the Registrar.  ii) Document(s) in support of Registration Of firm with Registrar of firms which Includes Certificate of registration and Register of firm (Form No. may vary from State to State) (as applicable) etc. issued By Registrar of firms.	

Signature of Tenderer

		<p>iii) A Notarised or Registered copy of Power of Attorney in favour of the individual to the tender for the work, sign the agreement etc. and create liability against the firm (<b>Standard Performa as per Annexure O-2</b>)</p> <p>iv) An undertaking by all partners of the partnership firm that they are not black listed or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the bid ineligible or the contract shall be determined under Clause 62 of the Standard General Conditions of Contract.</p>	<p>Mention is available in tender offer submitted.</p> <p><i>Note: If all the requisite documents pertaining to the constitution of the firm/JV/sole proprietorship/partnership firm/company/Society/HUF etc., as specified in clause 2.4.1 above, are not submitted, offer will be considered as incomplete and shall be summarily rejected.</i></p>
C	In case of a “JV Firm”	<p>(i) A copy of Memorandum of Understanding (MOU) duly executed by the JV members on a stamp paper, shall be submitted by the JV along with the tender. The complete details of the members of the JV, their share and responsibility in the JV etc. particularly with reference to financial, technical and other obligations shall be furnished in the MOU.</p> <p>(ii) Power of Attorney/authorization duly Notarised by all JV constituents, in favour of the individual under whose digital signature key the tender document shall be uploaded on behalf of JV for signing the tender document on behalf of the JV. (<b>Standard Performa as per Annexure O-3</b>)</p>	

Signature of Tenderer

C(i)	In case one or more of the members of the JV Firm is/are Partnership Firm(s), following documents shall be submitted:	<ul style="list-style-type: none"><li>(i) A Notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar.</li><li>(ii) Document(s) in support of registration of firm with registrar/Sub-Registrar of firms viz. Certificate of registration and copy of Register of firm (Form No. may vary from State to State) (as applicable) etc. issued by registrar of firms.</li><li>(iii) A copy of consent of all the partners or individual authorized by partnership firm, to enter into the Joint</li></ul>	
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Signature of Tenderer

		<p>Venture Agreement on a stamp paper (Standard Performa as per Annexure O-4)</p> <p>(iv) A notarized or registered copy of Power of Attorney in favour of the individual to sign the MOU/JV Agreement on behalf of the partnership firm and create liability against the firm. (Standard Performa as per Annexure O-5)</p> <p>(v) An undertaking by all partners of the partnership firm that they are not black listed 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 in which they were / are partners/members. Any Concealment/wrong information in regard to above shall make the bid ineligible or the contract shall be determined under Clause 62 of the Standard General Conditions of Contract.</p>	
C(ii)	In case one or more of the members of the JV Firm is/are Proprietary Firm or HUF, following documents shall be submitted:	(i) A copy of notarized affidavit on Stamp Paper declaring that his Concern is a proprietary Concern and he is sole proprietor of the Concern OR he who is signing the affidavit on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF. (Standard Affidavit as per Annexure O-6)	
C(iii)	In case one or more members of JV is/are Limited Companies, the following documents shall be submitted:	<p>(i) A copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement, (Standard Performa as per Annexure O-7)</p> <p>(ii) The copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company</p> <p>(iii) Copy of certificate of incorporation</p> <p>(iv) A copy of Authorization/copy of Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of The individual to sign the tender, sign MOU/JV Agreement on behalf</p>	

Signature of Tenderer



		Of the company and create liability against the company (Standard Performa as per Annexure O-8)	
C(iv)	In case one or more members of JV is/are LLP firm, the following documents shall be submitted/uploaded	<p>(i) A copy of LLP Agreement</p> <p>(ii) A copy of Certificate of Incorporation of LLP</p> <p>(iii) A copy of resolution passed by partners of LLP firm, permitting the Firm to enter into a JV agreement (Standard Performa as per Annexure O-13)</p> <p>(iv) A copy of Authorization /copy of Power of Attorney issued by the LLP firm (backed by resolution passed by the Partners) in favour of the individual, to sign the tender and/or sign the MOU/ JV agreement on behalf of the LLP and create liability against the LLP. (Standard Performa as per Annexure O-14)</p> <p>(v) An undertaking by all partners of the LLP that they are not black listed or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were/are partners/members. Any Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.</p>	
D	In case of a “Company”	<p>(i) Copies of the AOA / MOA(Article of Association/ Memorandum of Association) of the Company</p> <p>(ii) A copy of certificate of incorporation.</p> <p>(iii) A copy of Authorization/Power of Attorney issued by the Company (backed by 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 (Standard Performa as per Annexure O-9,10).</p>	

Signature of Tenderer

E	In case of a <b>Registered Society &amp; Registered Trust</b>	<ul style="list-style-type: none"> <li>(i) A copy of Certificate of Registration</li> <li>(ii) A copy of Memorandum of Association of Society/Trust Deed</li> <li>(iii) A copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust.(<b>Standard Performa as per Annexure-O-16</b>)</li> <li>(iv) A copy of Rules &amp; Regulations of the Society</li> </ul>	
F	Incase of LLP	<ul style="list-style-type: none"> <li>(i) A copy of LLP Agreement,</li> <li>(ii) A copy of Certificate of Incorporation; and</li> <li>(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 (Standard Performa as per Annexure O-11 &amp; O-12).</li> <li>(iv) An undertaking by all partners of the LLP that they are not black listed or debarred by Railways or any other Ministry /Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were / are partners/members. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.</li> </ul>	
G	Incase of HUF	<ul style="list-style-type: none"> <li>(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 (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF.(Standard Performa as per Annexure O-15).</li> </ul>	

Signature of Tenderer

**Annexure-2**

Scanned copy of Document required to be uploaded along with the offer

1.	<b>Technical Eligibility Criteria:-</b> Completion/Performance Certificate in support Of 30%/40%/60% similar nature of work as per clause 2.3.2.A(v) of tender document.	<b>Liable to be Rejected</b>  Note:- As per para 7(E) of GCC-2022 After opening of tender and in view to assist in the examination, evaluation & comparison and pre-qualification of the Tender, the Railway may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a bidder that is not in response to a request 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.
2.	<b>Financial Eligibility Criteria:-</b> Average Annual Contractual turnover received <b>As per</b> Annexure-I and as per clause 2.3.2(A) (vi) of Tender Document.	
3.	Annexure-C (Declaration form regarding site etc.)	Liable to be rejected
4.	Annexure-D (Declaration Regarding constitution of firm)	Liable to be rejected
5.	Annexure-E(Plant and Machinery)	Liable to be rejected
6.	Annexure-F(Engineers/Personnel)	Liable to be rejected
7.	Annexure-G(work executed in last three years)	Liable to be rejected
8.	Annexure-H (Work in Hand) in support of Bid Capacity) ( <b>Applicable for tender value more Than Rs.20 crore</b> )	Interms of Clause 2.3.2(A)(XIV) of tender document <b>Summarily Rejected</b>
9.	Annexure-I (Average Annual Contractual turnover):	Liable to be rejected
10.	Annexure-J (Bank Detail/RTGS)	Liable to be rejected
11.	Annexure-L (Performa of Completion Certificate)	Liable to be rejected
12.	Annexure M&M(A) Certificate to be submitted by tenderer along with the tender Documents	<b>Summarily Rejected</b>
13.	Annexure-N (Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender) in support of Bid Capacity( <b>Applicable for tender value more than Rs.20 crore</b> )	In terms of Clause 2.3.2(A)(XIV) of tender document <b>Summarily Rejected</b>
14.	<b>Annexure Q - Mandatory undertaking Regarding Employment/ Partnership of Retired Railway Employees.</b>	<b>Summarily Rejected</b>
15.	Attested copy of Ballast Test Report, to be submitted,(Only for pure ballast supply tenders). As per Railway Board letter No.	<b>Summarily Rejected</b>

Signature of Tenderer

	2007/CE-II/MB/Idated30.12.2019.	
16.	Annexure–K-3&K-4	<b>If tender submitted on behalf of Partnership Firm, relevant Annexures K-3 and K-4 as Declaration to be submitted by the tenderer along with tender document.</b>
17.	<b>Undertakings as per Para.6 of Vol.-II, Special Condition of Contract</b>	<b>Summarily Rejected</b>

Signature of Tenderer

**COVERING NOTE**

**FOR THE SPECIAL ATTENTION OF THE TENDERERS**

**1.** The tenderers are requested to carefully peruse the Tender Documents, **and upload all requisite documents/credentials along with the offer. Scanned copy of the documents, uploaded by the tenderer shall be clear & readable. Documents submitted/uploaded previously or along with another tender currently under consideration SHALL NOT be considered while evaluating the present tender.**

**2.** The tenderer(s) shall visit the site of work and acquaint himself/themselves with the conditions of work viz. approach roads and accessibility, nature of soil/rock, availability of materials, electric power, water for work and drinking purposes, site for labour camps, stores, godowns, extent of lead/lift in work, availability of skilled and unskilled labour etc. That may be encountered in the course of execution of work. In short, he/they should familiarize himself/themselves fully with the conditions of the site and FURNISH A CERTIFICATE TO THIS EFFECT, in the Proforma appended as **Annexure-C**.

**3. FURTHER, OFFERED RATES SHOULD BE FILLED UP IN THE TENDERSCHEDULE AT SPECIFIED SPACE.RATES OFFERED IN ANY OTHER PROFORMA/FORM WILL BE SUMMARILY REJECTED.**

**4. In case tender value upto Rs.10 crore (Single packet)**

The tender uploaded by the tenderer(s) will consist of Single Packets/Files i.e. Packet-I/File-I having (a) Tender form (First sheet) (b)Special Tender Conditions and Instructions to tenderer/s

(c) Special Conditions relating to site data and specifications (d) Bill(s) of Quantities. This Bid shall contain all the documents as listed Annexure-1&Annexure-2 of Tender Notice. Tenderers are requested to ensure that all such documents and Annexures duly filled in are uploaded, complete in all respects with their Packet-I/File-I failing which his/their offer is likely to be rejected/summarily rejected, as applicable. Tender will be opened on Data D2,i.e. immediately after close of uploading of tenders i.e.

**In case tender value more than Rs.10crore (Two packet system),**

The tender uploaded by the tenderer(s) will consist of TWO Packets/Files i.e. Packet-I/File-I and Packet-II/File-II.

**Packet-I/File-I-Technical cum Commercial Bid** will be opened on Data D2,i.e.Immediately after close of uploading of tender. This Bid shall contain (a) Tender form (First sheet)(b) Special Tender Conditions and Instructions to tenderer/s (c) Special Conditions relating to site data and specifications. This Bid shall contain all the documents as listed Annexure-1 & Annexure-2. Tenderers are requested to ensure that all such documents and Annexures duly filled in are uploaded, complete in all respects with their Packet-I/File-I failing which his/their offer is likely to be rejected/summarily rejected, as applicable.

PacketII/FileII- FINANCIALBID (SECONDPACKET) of only those tenderer(s) will be opened whose Packet-I/File-I (Technical cum Commercial Bid) is found eligible as per Tender Conditions. The time, date andvenue of opening of Packet-II/File-II (Financial Bids) shall be notified to the successful tenderer(s) after evaluation of Packet-I/File-I (Technical cum Commercial Bids). The same shall be opened on due date in the presence of tenderers/their representatives as may wish to attend the same.

Signature of Tenderer

6.0 To be opened as on [www.ireps.gov.in](http://www.ireps.gov.in) and shall be uploaded along with the following documents:

- (i) Bid Security **ONLINE MODE**
- (ii) All other mandatory documents as listed in the document

**7.0 Note:- Tenderer(s) to please note that after opening of tender, any document/credential pertaining to technical & financial eligibility, constitution of firm etc. shall neither be asked nor be entertained/ considered under any circumstances and no claim or representation whatsoever from the tenderer in this regard shall be entertained. Scanned copy of the documents, uploaded by the tenderer shall be clear & readable. However Railway reserves the right to seek any clarification on the documents/credentials already submitted by the tenderer along with the offer.**

**7.1 Tenderer should keep the validity of their offer for 60/90 days for the tender value upto Rs.10 cr/tender value more than Rs.10 cr respectively. Any deviation from this will not be accepted under any circumstances.**

**8.0 Tenderer may have to produce the original Documents in physical format short notice whenever asked by Railway at any stage of tender evaluation process or even after finalization of tender.**

**9.0 In E-tender, all submissions of documents are to be uploaded on web-site. There may be last minute hic-cups and delay in uploading the Documents and payment of Bid Security etc. Tenderer's/Prospective bidders are advised to upload their offer well in time. Railway will not be responsible for any delay/non submission of offer due to any reason whatsoever.**

**10.0 Each page of the tender papers will be treated as signed/ accepted by the tenderer(s) or such person(s) on his/their behalf who is/are legally authorized to sign for him/them.**

**11.0 The tenderer(s) may note that the Railway reserves its right to either accept or reject any Bid/s without assigning any reasons whatsoever and tenderer(s) shall have no claim(s) on this account.**

**12.0 Public Procurement (Preference to Make in India):- The tenderer shall comply with Public Procurement Policy order 2017 – Details of which is elaborated in Clause No. 2.3.4 of “*Special Tender Conditions and Instruction to tenderer(s)*”.**

**13.0 Prospective tenderer(s) may contact Deputy Chief Signal & Telecom Engineer/Special/ Tilak Bridge, Northern Railway, New Delhi for obtaining further clarifications, if required during working hours.**

Signature of Tenderer

**NORTHERN RAILWAY**

**S&T PROJECT**

**TENDER FORMS (FIRST SHEET)**

Tender No. \_\_\_\_\_

Name of Work  
\_\_\_\_\_

To

**The President of India,**  
Acting through the Dy.  
CSTE/Special/Tilak Bridge  
Northern Railway,  
Tilak Bridge  
New Delhi.

1. I/We...have read all the conditions of the tender attached herewith and agree to abide by the said conditions. I/We also agree to keep this offer open for acceptance for a period of **90days** from the date fixed for closing of the tender and in default there of, I/We will be liable for forfeiture of my/our "Bid Security". I/We offer to do this work "Provision of Electronic Interlocking (EI) based Automatic Signaling in Delhi-Rewari section, along with Replacement of 6 EIs at Palam, Gurgaon, Jataula Jauri Sampka, Pataudi Road, Inchhapuri &Khalilpur (Delhi-Rewari Section length- 75 Kms approx.)"for Northern Railway at the rates quoted in the attached Bill(s) of quantities and hereby bind myself/ourselves to complete the work in all respects within **12( Twelve)** 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 Tender 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 as on [www.ireps.gov.in](http://www.ireps.gov.in) 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 numberis.....valid up to..... (Copy enclosed) and hence exempted from submission of Bid Security. -

Signature of Tenderer

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 the 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(s)

Signature of Witnesses:-

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

Address of the Tenderer(s)

(Complete postal address)

Signature of Tenderer



**VOLUME–I**

**GENERAL TENDER CONDITIONS**

**AND**

**INSTRUCTIONS TO TENDERER/S**

Signature of Tenderer

## NORTHERN RAILWAY

## CONSTRUCTION ORGANIZATION

## GENERAL TENDER CONDITIONS AND INSTRUCTION TO TENDERER(S)

1.0	<b><u>DETAILS OF WORKS</u></b> Provision of Electronic Interlocking (EI) based Automatic Signaling in Delhi-Rewari section, along with Replacement of 6 EIs at Palam, Gurgaon, Jataula Jauri Sampka, Pataudi Road, Inchhapuri & Khalilpur (Delhi-Rewari Section length- 75 Kms approx.)”
	Tenders are invited for the work “AS ON TOP SHEET”
2.0	<b><u>TENDER DOCUMENTS:</u></b>  <b><u>A. In case of tender value upto Rs.10 crore (Single Packet)</u></b> The following document will form parts of tender/document having <ul style="list-style-type: none"> <li>• Top sheet,</li> <li>• Tender Notice,</li> <li>• Addendum/Corrigendum, if any,</li> <li>• Covering Note</li> <li>• Tender form (First sheet)</li> <li>• Special Tender Conditions and Instructions to tenderer/s along with related Annexures,</li> <li>• Special Conditions relating to site data and specifications along with related Annexures,</li> <li>• Bill (s) of Quantities.</li> <li>• This Bid shall contain all the documents as listed Annexure-1 &amp; Annexure-2 of Tender Notice.</li> <li>• Tenderers are requested to ensure that all such documents and Annexures duly filled in are uploaded, complete in all respects failing which his/their offer is likely to be rejected/summarily rejected, as applicable.</li> </ul> <b>NOTE:</b> <ul style="list-style-type: none"> <li>• Standard General Conditions of Contract of Indian Railways as amended/corrected up to latest correction slips, copies of which can be seen in the office of Dy.Chief Signal &amp; Telecom Engineer or obtained on payment of prescribed charges.</li> <li>• All general and detailed drawings pertaining to this work which will be issued by the Engineer or his representatives (from time to time) with all changes and modifications.</li> </ul> <b><u>B. In case of tender value more than Rs.10 crore (Two packet)</u></b> The following document will form part of tender/document:- <b>Packet I–Technical cum commercial Bid</b> <ul style="list-style-type: none"> <li>• Top sheet,</li> <li>• Tender Notice,</li> <li>• Addendum/Corrigendum, if any,</li> <li>• Covering Note.</li> <li>• Tender form (first sheet),</li> <li>• Special Tender Conditions and Instructions to the Tenderers along with related Annexures,</li> <li>• Special Conditions related to Site Data and Specifications along with related Annexures.</li> <li>• Tenderers are requested to ensure that all such documents and Annexures duly filled in are uploaded, complete in all respects failing which his/their offer is likely to be rejected/summarily rejected, as applicable.</li> </ul>

Signature of Tenderer

	<p><b>NOTE:</b></p> <ul style="list-style-type: none"> <li>Standard General Conditions of Contract of Indian Railways as amended/corrected up to latest correction slips, copies of which can be seen in the office of Dy.Chief Signal &amp;Telecom Engineer or obtained on payment of prescribed charges.</li> <li>All general and detailed drawings pertaining to this work which will be issued by the Engineer or his representatives (from time to time) with all changes and modifications.</li> </ul> <p><b>Packet 2–Financial Bid</b></p> <ul style="list-style-type: none"> <li>It will contain the Bill (s) of Quantities with provision for quoting of rates by tenderers.</li> </ul>
<b>C</b>	<p><b>For Works and Service tenders of value more than Rs.50Cr., Electronic Reverse Auction will be applicable (Ref:-RBLetterNo.2017/Trans/01/Policy/Pt-Sdated28-03-2018)</b></p> <p>a) Process of Electronic Reverse Auction (e-RA) shall be adopted for Works tenders valued more than Rs. 50 Cr. in each case.</p> <p>b) Financial Bids in single currency/parameter only shall be allowed. This currency will be in INR (Indian Rupee) unless otherwise specified in tender document.</p> <p>c) The procedure discussed herein shall be fully implemented through IREPS. Any reference to Reverse Auction in these instructions shall imply e—RA.</p> <p>d) Conduct and reporting of Reverse Auction shall be as detailed below.</p> <p>e) The essential technical and commercial parameters will be specified in a transparent manner in the tender document. No deviation to such essential Technical &amp; Commercial conditions shall be permitted to the tenderer(s) in the electronic bid form.</p> <p><b>f) Technical Bid &amp;Initial Price Offer:</b></p> <p>(i) Bidder shall be simultaneously required to electronically submit a Technical &amp; Commercial and Initial Price Offer. The offers found eligible for award of contract/meeting eligibility criteria shall be categorized as Qualified for Award of Contract for the purpose of e-RA.</p> <p>(ii) Offers not complying with essential technical &amp; commercial requirements of the tender shall be declared as Ineligible for award of contract.</p> <p>(iii) Initial Price Offer of only those bidders categorized as Qualified for Award of contract shall be opened and tabulated by system separately.</p> <p><b>g)Financial Bid:</b></p> <p>(i) Financial Bid shall comprise of Final Price Offer obtained through Reverse Auction. Following conditions and procedure shall be followed in selection of bidders for conduct of Reverse Auction:</p>

Signature of Tenderer

	Number of tenderers Qualified for Award of contract	Number of tenderer to be selected for Reverse Auction	Remarks
	<3	NIL*	The bids disallowed from participating in the Reverse Auction shall be the highest bidder(s) in the tabulation of Initial Price Offer. Incase the highest bidders quote the same rate, the Initial Price Offer received last, as per time log of IREPS, shall be removed first, on the principle of last in first out, by IREPS system itself.
	3 to 6	3	
	More than 6	50% of Vendors Qualified for Award of contract (rounded off to next higher integer )	
<p>(i) *If the number of tenderers qualified for Award of Contract is less than 3, RA shall not be done and tender may be decided on the basis of Initial Price Offer(s).</p> <p>(ii) Make in India criteria: All bidders eligible for benefits under Public Procurement (Preference to Make In India) Order — 2017, found Qualified for Award of Contract and are within the specified range of price preference of lowest Initial Price Bid shall be permitted to participate in the Reverse Auction, irrespective of their inter ranking on the basis of Initial Price Bid. Such bidders shall be over and above the number of vendors selected for Reverse Auction, as per sub para (i) above.</p> <p>(iii) During Reverse Auction process, bidders shall not be allowed to bid a rate higher than the lowest Initial Price Offer.</p> <p><b>(h) Reverse auction among bids categorized as Qualified for Award of Contract shall be conducted on IREPS platform.</b> Bidders shall be able to see the auction screens.</p> <p><b>(i) PROCEDURE FOR CONDUCT AND REPORTING OF R.A.</b></p> <p>1. The tendering authority shall solicit bids through an invitation to the electronic Reverse Auction to be published or communicated in accordance with the provisions similar to e-procurement.</p> <p>2. Depending upon the nature of item/work/service and complexity of case on hand, following shall be indicated in the tender for e-RA itself.</p> <p>(a) Initiale-RA period: This shall be the initial time interval for e-RA, e-RA shall be open for this duration.</p> <p>(b) Auto extension period: In case any offer is received in the time period equal to auto extension period before close of initiale-RA period, thee-RA shall be extended or time equal to auto extension period from the time of last bid. There shall be no upper limit on number of auto extensions. When no offer is received in the last auto extension period, e-RA shall close.</p> <p>(c) Minimum decrement in percentage of value of the last successful bid.</p> <p>3. Date and time for start of e-RA shall be communicated to qualified tenderers by the convener after evaluation of the Technical Bids.</p> <p>4. After submission of Initial Price Bid, tenderers will not be allowed to revise the taxes and other levies.</p> <p>5. During auction period, identities of the participating tenderers will be kept hidden.</p> <p>6. Minimum admissible bid value will be last bid value minus minimum decrement as specified by the tendering authority before starting of reverse auction. Starting point for reverse auction shall be the lowest initial Price Bid of the Tenderer eligible for award of contract.</p> <p>7. After close of the RA, tabulation of lot (minimum) bids received from all the tenderers will be generated and made visible to Railways and participating tenderers.</p> <p>8. Railway users can also view the bidding history in chronological order.</p> <p>9. Bidders will not be allowed to withdraw their last offer.</p> <p>10. L-1 will be defined as the lowest bid obtained after the closure of R.A. session for Goods, Works and Services tenders.</p>			

Signature of Tenderer

<b>D</b>	<b>Pre Bid Conference:</b> In tenders having advertised value more than Rs50Crore or as mentioned in the tender document, Railway shall conduct Pre Bid Conference (s)with the prospective bidders.
2.1	<b><u>SUBMISSION OF TENDERS:</u></b>
2.1.1(a)	<p>The offer is to be uploaded online uptoas on <a href="http://www.ireps.gov.in">www.ireps.gov.in</a>alongwith scannedcopy of all the requisite document (as perAnnexure1 &amp;2 of tender notice).</p> <p>i) Tenderer may have to submit the original Documents in`physical format short notice whenever asked by Railway at any stage of tendere valuation processor even after finalization of tender.</p> <p>ii) In E-tender,all submissions of documents are to be uploaded on web-site.There may be lastminute hic-cups and delay in uploading the Documents,Bid Security.Tenderer`s/Prospective bidders are Advised to upload their offer well in time.Railway will not be responsible for any delay/non submission of offer due to any reason whatsoever.</p>
2.1.1(b)	<b>Care in submission of tender</b>
(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-37of the Standard General Conditions of Contract for the completion of works to the entire satisfaction of the Engineer.
(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)/UnionTerritory 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.Tenderer`s will ensure that full benefit of InputTax Credit (ITC) likely to be availed by them is duly considered while quoting rates.
(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/SGSTAct to railway immediately After the award of contract,without which nopayment shall be released to the contractor.The contractor shall be responsible for deposition of applicable GST to the concerned authority.
(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.
(v)	<p>Contractor shall be liable to pay/refund the amount collected as GST to the Indian Railways along with interest and penalties, if any imposed by the authorities, in case GST input tax credit of Indian Railways is denied/rejected by the tax authorities due to reasons mentioned below but not limited to:</p> <p>Wrong/incorrect invoices is issued by Contractor;  No-filing of GST returns;  Non-payment of GST collected from Indian Railways to the authorities;  Any other non-compliance done by Contractor;</p> <p><b>General Indemnity:</b> Contractor hereby agrees to indemnify and hold harmless the Indian Railways from and against any and all losses, including loss on account of Input Tax Credit and all losses incurred by the Indian Railways relating to or arising out of or in connection with any actual or threatened claim, legal action, proceedings, prosecution or inquiry by or against the Indian Railways arising out, directly or indirectly, of failure by the contractor to comply with the provisions of GST and related laws, or based upon or arising from any failure by the Contractor.</p> <p><b>Retention Money:</b> Any payment liable to be paid by Indian Railways to contractor against the goods or services or both supplied by such contractor to Indian Railways shall be kept on hold in case supplier makes any non-compliance of any of the GST law provisions including non-reporting</p>

Signature of Tenderer

	of invoices in GST returns. Such payment shall be released after proper verification of records and availability of ITC to Indian Railways as per provisions of GST Law.
2.1.2	<b>Cost of Tender Documents</b> The cost of tender document is Rs10,000+GST/-. <b>This will be applicable for tenders other than e tender mode.</b> This should be paid separately and not included in the Bid Security of tender.
2.1.3	Incase the intended date for opening of tenders is declared a holiday, the tenders will be opened on the next working day at the same time.
2.2	<b><u>COMPLETION OF TENDER DOCUMENTS:</u></b>
2.2.1	The tenderers shall quote the rates of one single % age "Above/Below/At par" on the total amount comprising basic value of entire Schedule of Chapters of USSOR-2010 plus escalation and one single %age"Above/Below/At par"over entire schedule of Non schedule Items(Schedule Bin the Bill(s) of quantitiesEvery possible fluctuation, in the rate of labour,materialand general commodities,and other possibilities of each and every kind which may affect the rates, should be considered and kept in view before quoting the rates and no claim on this account shall be entertained by the Railway under any circumstances except the price escalation payable as per price variation clause, if any, provided separately in the tender documents."
2.2.2	The quantities shown in the attached Schedule 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 Schedule.The tenderer(s) shall quote rates/rebates only at specified place inTender Form supplied by Railway.Any revision of rates / rebates submitted (quoted) through aseparate letter whether enclosed with the bid(TenderForm)or submitted separately or mentioned elsewhere in the

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	<p>Document other than specified place shall be summarily ignored and will not be considered.</p> <p><b>In case of tender other than e-tender mode, Multiple Rates-in case tenderer/s quotes elective rebate on any individual item(s) the same will be treated as multiple rates and their offer will be summarily rejected.</b></p> <p>-</p>
2.2.3	<p><b>Each page of the tender papers will be treated assigned/ accepted by the tenderer(s) or such person(s) on his/their behalf who is/are legally authorized to sign for him/them and to enter into Commitments on their behalf.</b></p>
2.2.4	<p>The rates, rebates and/or other financial terms, if any, quoted by tenderer in the relevant fields of the Financial Bid page will only be the ruling terms for deciding the inter-se ranking, and any such condition having financial repercussions, if quoted by them anywhere else including attached documents shall not be considered for deciding inter-se ranking.</p>
2.2.5	<p>Additional conditions or stipulations, if any, must be made by the tenderer/s in a covering letter with the tender. The Railway reserves the right not to consider conditional tenders and reject the same without assigning any reason. Only those additional conditions which are explicitly accepted by the Railway shall form part of the contract.</p>
2.2.6.	<p><b><u>Submission of Annexure-M and Annexure M(A), as the case may be:-</u></b></p> <p>The tenderers shall submit a copy of certificate stating that all their statements/documents submitted along with bid are true and factual. Standard format of certificate to be submitted by the bidder is enclosed as Annexure-M. In addition to Annexure-M, in case of other than Company/Proprietary firm, Annexure- M (A) shall also be submitted by the each member of a Partnership Firm Joint Venture (JV) / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc, as the case may be. Non submission of above certificate(s) by the bidder shall result in <b>summarily rejection of his/their bid</b>. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self- attested/digitally signed by which they/he are/is qualifying the Qualifying Criteria mentioned in the Tender Document.</p> <p><b>(Ref:RBLetterNo.2022/CE-I/CT/GCC-2022/Policy, dated 13-12-2022)</b></p>
2.2.7	<p>(a) <b>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 here under nor will it affect any rights of the railway there under.</b></p> <p>(b) 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 up to two years.</p> <p>(c) 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 up to two years.</p> <p>(d) <b>Clarification of Bids:</b> To assist in the examination, evaluation &amp; comparison and pre-qualification of the Tender, the Railway may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Railway shall not be entertained or considered. The Railway request for clarification and the response of the bidder in this regard shall be in writing.</p> <p>However, if a Bidder does not provide clarification of its bid by the date and time communicated in the Railway request for clarification, the bid shall be evaluated as per the documents submitted along with the bid.</p>

Signature of Tenderer

2.2.8	Tenderer may have to submit the original Documents in physical form at short notice whenever asked by Railway at any stage of tender evaluation process or even after finalization of tender.
2.2.9	In E-tender, all submissions of documents are to be uploaded on web-site. There may be last minute hic-cups and delay in uploading the Documents and payment of Bid Security. Tenderer's/Prospective bidders are advised to upload their offer well in time. Railway will not be responsible for any delay/non Submission of offer due to any reason what so ever
2.2.10	Tenders containing erasures and/or alterations of tender documents are liable to be rejected. Any correction made by tender(s) in his/their entries must be attested by him /them.
2.2.11	The works are required to be completed with in a period of <b>12(Twelve) months</b> from the date of issue of acceptance letter.
2.2.12	<p><b>Employment/Partnership etc. of Retired Railway Employees:</b></p> <p>(a) Should a tenderer</p> <p>i) be a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, OR</p> <p>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</p> <p>iii) being an incorporated company have any such retired Engineer of the gazette rank or any other gazetted officer working before his retirement as one of its directors</p> <p>AND</p> <p>in case where such Engineer or officer had not retired from government service atleast 1year prior to the date of submission of the tender</p> <p>THEN</p> <p>The tenderer will give full information as to the date of retirement of such Engineer or gazette 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.</p> <p>b) Incase, upon successful award of contract, should a tenderer depute for execution of the works under or to deal matters related with this contract, any retired Engineer of gazette rank or retired gazetted officer working before his retirement in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, and now in his employment, then the tenderer will ensure that retired Engineer or retired gazetted officer had retired from government service at least 1year prior to the date of his employment with tenderer and incase 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.</p> <p>(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 gazette 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.</p> <p>Note1:- If information as required as per 2.2.12a), 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. <b>The</b></p>

Signature of Tenderer



	<p><b>Under taking shall be mandatorily submitted as perAnnexure-Q.</b></p> <p>Note2:This Annexure-Q is to be given by each member of JV.</p>
2.2.13	Instructions for bidders from a country which shares a land border with India
	<p>I Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.</p> <p>II “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a joint venture every artificial juridical person not falling in any of the descriptions of bidders stated here in before, including any agency branch or office controlled by such person, participating in a procurement process.</p> <p>III “Bidder from a country which shares a land border with India” for the purpose of this Order means:-</p> <ol style="list-style-type: none"> <li>An entity incorporated, established or registered in such a country; or</li> <li>A subsidiary of an entity incorporated, established or registered in such a country; or</li> <li>An entity substantially controlled through entities incorporated, established or registered in such a country; or</li> <li>An entity whose beneficial owner is situated in such a country; or</li> <li>An Indian (or other) agent of such an entity; or</li> <li>A natural person who is a citizen of such a country; or</li> <li>A joint venture where any member of the joint venture falls under any of the above.</li> </ol> <p>IV The beneficial owner for the purpose of (III) above will be as under:</p> <ol style="list-style-type: none"> <li>In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.</li> </ol> <p>Explanation-</p> <ol style="list-style-type: none"> <li>“Controlling ownership interest” means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;</li> <li>“Control” shall include the right to appoint majority of the directors or to control the management or policy decisions, including by virtue of their share holding or management rights or shareholders agreements or voting agreements;</li> </ol> <ol style="list-style-type: none"> <li>In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;</li> <li>In case of an unincorporated association or body of individual, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;</li> <li>Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior management official;</li> <li>In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.</li> </ol> <p>V an agent is a person employed to do any act for another, or to represent another in dealings with third person.</p>

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	<p>VI The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority</p> <p>VII 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. (Railway Board letter No.2020/CE-I/CT/2/GCC/Correspondence, dated 11.08.2020)</p> <p><b>(Note:-Declaration to be given by tenderer as incorporated in Annexure-M)</b></p>
<b>2.3</b>	<b><u>CREDENTIALS TO BE UPLOADED / SUBMITTED ALONG WITH TENDER DOCUMENTS:</u></b> <b>(ELIGIBILITY CRITERIA)</b>
2.3.1	Tenderer(s) should upload documents and certificates to show that he/they has/have satisfactorily carried out works of the type involved in the construction of the work being tendered for. He/they should also produce proof of the satisfaction of the Railway of his/their technical ability and financial stability to undertake the work of the magnitude tendered for.
2.3.2	The tenderer(s) shall upload with his/their tender a list of service able machinery, tools and plants, equipments and vehicles he/they has/have in hand for executing the work & those, he/they intends/intend to purchase.
2.3.2(A)	The tenderer(s) must upload along with his/their tenders:-
(i)	Statements showing similar work executed by him/them
(ii)	Certificates of successful completion of his/their work
(iii)	The tenderers shall submit requisite information as per Annexure-I, along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/Certificate from Chartered Accountant duly supported by Audited Balance Sheet.
(iv)	A list of their Engineering Organization and equipment's, construction Tools and Plants available with them.
(v)	<b>Technical Eligibility Criteria</b>
(v)(a)	<p>(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:  <b>Three</b> similar works costing not less than the amount equal to <b>30%</b> of advertised value of the tender, or  <b>Two</b> similar works costing not less than the amount equal to <b>40%</b> of advertised value of the tender, or  <b>One</b> similar work costing not less than the amount equal to <b>60%</b> of advertised value of the tender.</p> <p>b)(i) In case of tender for composite works (e.g. works involving more than one distinct component, such as Civil Engineering works, S&amp;T works, Electrical works, OHE works etc. and in the case of major bridges – substructure, superstructure etc.), tenderer must have successfully completed or substantially completed any of the following during last 07 (seven) years, ending last day of month previous to the one in which tender is invited.  Three similar works each costing not less than the amount equal to 30% of advertised value of each component of tender, or  Two similar works each costing not less than the amount equal to 40% of advertised value of each Component of tender, or  One similar work costing not less than the amount equal to 60% of advertised value of each component of tender.</p> <p>Note for (b)(i): Separate completed works of minimum required values shall also be considered for fulfillment of technical eligibility criteria for different components.</p> <p>(b)(ii) In such cases, what constitutes a component in a composite work shall be clearly pre-defined with estimated tender cost of it, as part of the tender documents without any ambiguity. Any work or set of</p>

Signature of Tenderer

	<p>Works shall be considered to be a separate component, only when cost of the component is more than Rs.2 crore each.</p> <p>(b)(iii) To evaluate the technical eligibility of tenderer, only components of work as stipulated in tender documents for evaluation of technical eligibility, shall be considered. The scope of work covered in other remaining components shall be either executed by tenderer himself if he has work experience as mentioned in clause 2.3.3(a)(ii) of the Tender Document or through sub contract or fulfilling the requirements as per clause 2.3.3 of the Tender Document or jointly i.e., partly himself and remaining through sub contractor, with prior approval of Chief Engineer/CSTE in writing.</p> <p>Among the components of composite tender stipulated for evaluation of technical eligibility, tenderer can execute one or more specified components by engaging sub-contractor. The component(s) of work as stipulated in the tender document have to be mandatorily executed by the tenderer and other component(s) as stipulated in the tender document can be executed by the tenderer himself or by engaging sub-contractor. The components which are permitted to be executed by sub-contractor will be further classified in the tender document into those which will be considered towards technical eligibility and the remaining which will not be considered towards technical eligibility. For the component(s) which are to be mandatorily executed by the tenderer, the technical eligibility shall be assessed as per clause 2.3.2(A)(v).</p> <p>(b)(i) of the tender document. In case of tenderer is JV, the Technical eligibility for the component proposed to be executed by the tenderer shall be fulfilled as per clause 2.3.2(A)(xii) and Annexure-K. The technical eligibility for such stipulated components of work for which engagement of sub-contractor is permitted shall be evaluated as per clause 2.3.3 (a) (ii) of the tender document whether it is executed by tenderer or sub-contractor.</p> <p>Note:- Total value of the work to be assigned to sub-contractor (s) shall not be more than 50% of total contract value.</p> <p>If the tenderer proposes to execute one or more of such specified components which are to be considered towards technical eligibility through sub-contractor, the tenderer is required to submit the following documents along with the tender in support of such sub-contractors:</p> <ul style="list-style-type: none"> <li>(v) The documents of sub-contractor regarding constitution of firm / company / Registered Trust / Registered Society / LLP / HUF, etc (as applicable) at the time of tendering as per requirement of Clause 2.4 (Constitution of Firm) of "Special Tender conditions and instruction to tenderer(s)".</li> <li>(vi) A formal Agreement duly notarized, legally enforceable in the Court of Law, between tenderer and sub-contractor for the component(s) of work proposed to be executed by the sub-contractor.</li> <li>(vii) A certificate that Sub-Contractor(s) are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders/contract on the date of opening of bids either in their individual capacity or as a member of the JV in which they were/are members.</li> <li>(viii) Document in support of technical credential of sub-contractor as per Clause 2.3.3(a)(ii).</li> </ul> <p>The consideration of Technical eligibility in case of composite tenders is clarified in details through an illustrative example as below:-</p> <p>Example – Composite tender of value Rs.50.00Cr having components as below:-</p> <ol style="list-style-type: none"> <li>1. A - Rs.23Cr.</li> <li>2. B - Rs.15Cr.</li> <li>3. C - Rs.5Cr.</li> <li>4. D - Rs.4Cr.</li> <li>5. E - Rs.3Cr.</li> </ol> <p>Say, following criteria is stipulated for technical eligibility in tender document:</p> <p>Component A &amp; B:- To be met by tenderer or its constituent member in case of JV as per clause 2.3.2(A) (v) (b)(i) and 2.3.2(A)(xii) at the time of evaluation of tender.</p> <p>Component C &amp; D:- To be met either by tenderer or its constituent member in case of JV or by sub-contractor. These components are to be considered for technical eligibility at the time of evaluation of tender.</p>
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<p>Component E :- To be met either by tenderer or its constituent member incase of JV or by sub-contractor. For this component, technical eligibility will be adjudged after award of contract as per para 2.3.2(A)(v) b (iii).</p> <p>Then the technical evaluation in this example will be done as detailed below:</p>			
SN	Component Description	Value of Component	Technical Eligibility Criteria
1	A	23Cr	30/40/60% of Rs.23Cr in 3/2/1 no(s) of works of similar completed in 7years by tenderer Or Lead Member of the JV in case of JV.
2	B	15Cr	30/40/60% of Rs. 15 Cr in 3/2/1 no(s) of works of similar completed in 7years by tenderer Or Lead Member of the JV in case of JV.
3	C	5Cr	35% of Rs5Cr single work of similar nature completed in last 5 years (ending last day of month previous to the one in which tender is invited through haworks contract)by tenderer Or its constituent member in case of JV or Sub-contractor.
4	D	4Cr	35% of Rs4Cr single work of similar nature completed in last 5 years (ending last day of month previous to the one in which tender is invited through a works contract) by tenderer Or its constituent member in case of JV or Sub-contractor.
5	E	3Cr	For this component, work covered into this component shall either be executed by tenderer himself if he has a work experience as per para 2.3.3 (a) (ii) or through sub-contractor fulfilling the requirement as per clause 2.3.3 or jointly i.e. partly himself and remaining through sub-contractor, with prior approval of Chief Engineer in writing. <b>For this component, technical Eligibility will not be considered in tender valuation and the documents of subcontractor need not be submitted along with tender. The contractor will engage an eligible sub contractor after award of contract with the approval of Chief Engineer in writing.</b>
<p>(b) (iv) In case, after award of contract or during execution of work, it becomes necessary for contractor to change sub contractor, the same shall be done with sub contractor(s) fulfilling the requirements as per clause 2.3.3, with prior approval of Chief Engineer in writing.</p> <p><b>NOTE FOR TECHNICAL ELIGIBILITY CRITERIA</b></p> <p>Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organization, work experience certificate issued by Public listed company having average annual turnover of Rs.500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered 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.</p> <p>In case tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate</p>			
<p>(C)     <b><u>Similar nature of Work and Components of work in case of composite work</u>: NIL</b></p>			

Signature of Tenderer

<b>(C)(i) Similar Nature of Work (in case of Single similar nature of work):</b>				
<b>Definition of Single similar work</b>				
<b>Any RI or EI or ABS or IBS/IBH work involving Indoor &amp; Outdoor work (Cable laying &amp; termination).</b>				
Note1:	Tenderer may be required to submit the schedule of those works, completion/Performance Certificates of which have been submitted by him/her in support of 30/40/60% (as the case may be) criterion of similar nature of work.			
Note2:	<p>a. Submission of 'Undertaking by the tenderer' that the equipment for EI shall be procured from RDSO approved sources and installation, testing and commissioning of EI shall also be got done from the same source including after sales support required during the warranty period.. AND</p> <p>b. The successful bidder shall submit an undertaking from RDSO approved EI OEM, before the supply of material to confirm compliance with extent RDSO guidelines and to meet contract specific requirements.</p>			
<b>(C)(ii) Components of work in case of composite work.</b>				
	<b>Type of component</b>	<b>Value of Component (Rs.)</b>	<b>Technical Eligibility</b>	<b>Similar Nature of work</b>
	(A).....	Rs .....Cr.	By tenderer or its constituent member in case of JV as per clause 2.3.2(A) (v)(b)(i) and 2.3.2(A)(xii). Technical eligibility for this component will be considered for tender evaluation.	.....
	(B).....	Rs .....Cr.	By tenderer or its constituent member in case of JV as per clause 2.3.2(A) (v)(b)(i) and 2.3.2(A)(xii). Technical eligibility for this component will be considered for tender evaluation.	.....
	(C).....	Rs .....Cr.	Either by tenderer or its constituent member in case of JV or by Sub-contractor as per clause 2.3.2(A)(v) (b) (iii). Technical eligibility for this component will be considered for tender evaluation.	.....

Signature of Tenderer

	(D).....	Rs.....Cr	Either by tenderer or its constituent member in case of JV or by Sub-contract or as per clause2.3.2(A)(v) (b) (iii). Technical eligibility for this component will be considered for tender evaluation.	.....	
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Signature of Tenderer

	(E).....	Rs .....Cr.	For this component, work covered into this component shall either be executed by tenderer himself if he has a work experience as per para2.3.3(a) (ii) or through sub-contractor fulfilling the requirement as per clause 2.3.3 or jointly i.e. partly himself and remaining through sub-contractor,	.....
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Signature of Tenderer

			with prior approval of Chief Engineer in writing. <b>For this component, technical Eligibility will not be considered in tender evaluation and the documents of subcontractor need not be submitted alongwith tender. The contractor will engage an eligible subcontractor after award of contract with the approval of Chief Engineer in writing.</b>	
	<p><b>Note:</b></p> <p>In case tenderer (either for himself or his sub-contractor) cites a single completed work towards fulfilling technical eligibility for more than one component as such work may fulfill criteria of 'similar nature of work' for more than one component. In such a case, technical eligibility for each component shall be arrived at by applying specified % for that component to the combined advertised value of all such components whose technical eligibility is proposed to be fulfilled by such work (instead of advertised value of only that component).</p> <p>Example:</p> <p>Value of component B: Rs. 20 Cr Value of component C: Rs. 5 Cr</p> <p>Then minimum value of a single completed work involving similar nature works for both component B and component C, required to qualify the technical eligibility criteria shall be as under:</p> <p>(i) 30%/40%/60% of Rs. 25 Cr (=20Cr+5Cr) for Component B (ii) 35% of Rs. 25 Cr (=20Cr+5Cr) for component C</p>			
(d)	<b>The following will be applicable in evaluating the eligibility:</b>			
(i)	Similar nature of work physically completed within the qualifying period i.e., the last Seven years ending last day of month previous to the one in which tender is invited (even though the work might have commenced before the qualifying period) should only be considered in evaluating the eligibility criteria under clause 2.3.2 (A) (v) (b) (i) and 2.3.2 (A) (xii).			
(ii)	<p>In the case of composite works involving combination of different works, even separate completed works of required value should be considered while evaluating the eligibility criteria.</p> <p>For example, in a tender for bridgework where similar nature of work has been defined as bridge work with pile foundation and PSC super structure, a tenderer, who had completed bridge work with pile foundation of value at least equal to 30%/40%/60% (as the case may be) of tender value and also has completed one bridge work with PSC super structure of value at least equal to 30%/40%/60% (as the case may be) of the tender value, should be considered as having fulfilled the eligibility criterion of having completed single similar nature of work under clause 2.3.2(A)(v)(b)(i) and 2.3.2(A)(xii).</p>			
<b>2.3.2</b> (A)(vi)	<b><u>Financial Eligibility Criteria:</u></b>			
	<p>The tenderer must have minimum average annual contractual turnover of V/Nor 'V' whichever is less, where V=Advertised value of the tender in crores of Rupees</p> <p>N=Number of years prescribed for completion of work for which bids have been invited.</p> <p>The average annual contractual turnover shall be calculated as an average of "total contractual payments" in the previous three financial years, as per the audited balance sheet. However, in case balance sheet of the previous year is yet to be prepared/audited, the audited balance sheet of the fourth previous year shall</p>			

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	<p>Be considered for calculating average annual contractual turn over.</p> <p>The tenderers shall submit requisite information as per Annexure-I, along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/Certificate from Chartered Accountant duly supported by Audited Balance Sheet.</p>
(vii)	<p>For judging the technical eligibility, only those works which had been executed for any Government Organization shall be considered and the tenderer(s) will submit the certificate to this effect from the Officer concerned duly signed under the official seal. <b><u>It should be noted that credentials for judging technical eligibility of works executed for Private Individual / Private Organization shall not be considered.</u></b></p> <p>However, for judging technical eligibility, in addition to credentials issued by any Government Organization, credentials issued by Public listed company having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of closing of tender, shall also be considered provided the certificate has been issued by a person authorized by the Public listed company to issue such certificates.</p> <p>In case tenderer submits credentials issued by public listed company, the tenderer shall also submit the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above financial credentials.</p> <p>Completion Certificate/Experience Certificate issued by Competent Authority in favour of tenderer duly stating Name &amp; Final cost of the Work, Date of Completion etc. as per <b>Annexure –L</b> must be uploaded along with the offer.</p>
(viii)	<p>Value of a completed work done by a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying his/her compliance to the above mentioned technical/financial eligibility criteria in the tender under consideration.</p> <p>NOTE:-Railway may at its discretion invite the tenderer for online verification of Form 26AS, whenever considered necessary.</p>
(ix)	<p>If a tenderer(s) has completed a work of similar nature where cement and steel was issued by the Department free of cost, tenderer(s) must upload the completion certificate indicating cost of these materials and total cost of the work (including cost of cement/steel) shall be considered to decide eligibility or otherwise.</p>
(x)	<p>The list of personnel/organization on hand and proposed to be engaged for the tendered work. Similarly list of Plant &amp; Machinery available on hand and proposed to be inducted and hired for the tendered work.</p>
(xi)	<p>Tenderer(s) has to satisfy the eligibility criteria for technical capability and competence as well as for financial capacity and organizational resources.</p>
(xii)	<p>If the tenderer(s) is a JV, each partner of JV should have good credentials and the JV should meet the Technical and financial eligibility criteria as per the guidelines given in Annexure K&amp;K-1.</p>
(xiii)	<p>If the tenderer(s) is a Partnership Firm, the conditions and the technical &amp; financial eligibility criteria will be applicable as per guidelines given in Annexure <b>K-2</b>.</p>
(xiv)	<p><b><u>Bid Capacity: Applicable for tenders value more than Rs 20 Crore.</u></b></p>
	<p>For tenders having advertised value more than Rs 20 crore wherein eligibility criteria includes bid capacity also, the tenderer will be qualified only if its available bid capacity is equal to or more than the total bid value of the present tender. The available bid capacity shall be calculated as under:  Available Bid capacity = <math>[A \times N \times 2] - 0.33 \times N \times B</math></p>

Signature of Tenderer

	<p>Where</p> <p><b>A</b>= Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender), taking into account the completed as well as works in progress.</p> <p><b>N</b>= Number of years prescribed for completion of work for which bids has been invited.</p> <p><b>B</b>= Existing commitments and balance amount of ongoing works with tenderer as per the prescribed Performa Annexure-H for statement of all works in progress and also the works which are awarded to tenderer but yet not started upto the date of inviting of tender.</p> <p><b>Note:</b></p> <p>(a) The tenderer(s) shall furnish the details of:-</p> <p>(i) Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender) for calculating A on prescribed Performa as per Annexure N duly verified by Chartered Accountant.</p> <p>(ii) Existing commitments and balance amount of ongoing works with tenderer as per the prescribed Performa in <b>Annexure-H</b> for statement of all works in progress and also the works which are awarded to tenderer but yet not started up to the date of inviting of tender for calculating B. <b>In case of no works in hand, a Nil statement should be furnished. This statement should be submitted duly verified by Chartered Accountant.</b></p> <p>(b) In case if a bidder is JV, the tenderer(s) must furnish the details of</p> <p>i. Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender) by each member of JV for calculating A, and</p> <p>ii. Existing commitments and balance amount of ongoing works with each member of JV either in individual capacity or as a member of other JV as per the prescribed Performa of Railway for statement of all works in progress and also the works which are awarded to each member of JV either in individual capacity or as a member of other JV but yet not started upto the date of inviting of tender for calculating B. In case of no works in hand, a 'NIL' statement should be furnished. This statement should be submitted duly verified by Chartered Accountant.</p> <p>(c) Value of a completed work/work in progress/work awarded but yet not started for a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying his/her compliance to the above mentioned bid capacity in the tender under consideration.</p> <p>(d) The arithmetic sum of individual "bid capacity" of all the members shall be taken as JV's "bid capacity".</p> <p><b>(e) In case, the tenderer's failed to submit the above statement along with offer, their/his offer shall be considered as incomplete and will be rejected summarily.</b></p> <p>(f) The available bid capacity of tender shall be assessed based on the details submitted by the tenderer. In case the available Bid capacity is lesser than estimated cost of work put to tender, his offer shall not be considered even if has been found eligible in other eligibility criteria/tender requirement.</p>
(xv)	<b>No Technical and Financial credentials are required for tenders having value upto Rs50lakh.</b>
(xvi)	Credentials if submitted in foreign currency shall be converted into Indian currency i.e., Indian Rupee as under:

Signature of Tenderer

	<p>The conversion rate of US Dollars into Rupees shall be the daily representative exchange rates published by the Reserve Bank of India or entity authorized by RBI to do so for the relevant date or immediately previous date for which rates have been published. Where, relevant date shall be as on the last day of month previous to the one in which tender is invited. In case of any other currency, the same shall first be converted to US Dollars as on 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.</p>
(xvii)	<p>[Explanation for clause 2.3- Eligibility Criteria:</p> <ol style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>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.</li> <li>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.</li> <li>5. If a bidder has successfully completed a work as sub contractor and the work experience certificate has been issued for such work to the sub contractor by a Govt. Organization or public listed company as defined in Note for Technical Eligibility Criteria - Clause 2.3.2(A) (v), the same shall be considered for the purpose of fulfillment of credentials.</li> <li>6. <b>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.</b></li> <li>7. In case of newly formed partnership firm, the credentials of individual partners from previous proprietary 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 <math>0.3 \times 0.2</math> 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.</li> <li>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 &amp; C having share 30%, 30% &amp; 40% respectively and credentials of Rs10 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.</li> <li>9. In case of existing partnership firm if any new partner(s) joins the firm, without any modification in the</li> </ol>

Signature of Tenderer

	<p>Name and PAN/TAN no. of the firm the credentials of partnership firm shall get enhanced to the extent of credentials of newly added partner(s) on the same principles as mentioned in item 6 above. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deeds, dissolution/splitting deeds and proof of surrender of PAN No.(s) in case of dissolution of partnership firm etc.</p> <p>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 &amp; B partners, A or B partner cannot use credentials of partnership firm of A &amp; B partners in any other partnership firm or propriety firm without leaving partnership firm of A&amp;B partners.</p> <p>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.</p> <p>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 the 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.</p> <p>13. In a partnership firm "AB" of A&amp;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.</p> <p>14. In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm.</p> <p>15. In case company A is merged with company B, then company B would get the credentials of company A also.]</p> <p>16. In case of change in partners of a partnership firm, the share of partners in credentials of a partnership firm shall be considered as per share of partners on the Actual date of completion of the work. In case name and share of partners is not mentioned in the completion certificate, share of partners in the credentials shall be considered as per share of partners on the Actual date of completion of the work, as derived from the partnership deed(s).</p>
	<p>Note:-</p> <p>A. In respect of GCC-2022, clause-10, Explanation Note No.7, following is clarified:-</p> <p>i. In case of any change in the partners of firm during last 07 (seven) years, ending last day of the month previous to the one in which tender is invited, the share of credentials for the purpose of Technical Eligibility will be considered as per the share of partners as on the date of completion of work.</p> <p>ii. In case of any change in partners of firm during last 03 (three) financial years and current financial year upto the date of inviting of the tender, the share of credentials of any partners will be considered in the proportion of partners on the date of receipt of contractual payments.</p> <p>C. Incase of new partnership firm, following is clarified in respect of clarification of credentials of individual partners from previous partnership firm(s) or previous dissolved partnership firm(s) or previous split partnership firm(s):-</p> <p>i. For the purpose of Technical Eligibility, the credentials of individual partners from the previous dissolved/split previous partnership firm(s) shall be considered in proportion as on the date of completion of work.</p> <p>ii. For the purpose of Financial Eligibility, the proportion of individual partners from the previous dissolved/splitted previous Partnership firm (s) shall be considered in the proportion as on the date of receipt of contractual payments.</p> <p>In such cases, following documents are required to be submitted along with bid:-</p> <p>(i) Copy of previous Partnership Deed(s).</p> <p>(ii) Copy of previous Dissolution Deed(s) of previous partnership deed(s).</p>

Signature of Tenderer

	<p>(iii) Proof of surrender of PAN No(s) (in case of dissolution of partnership firm).</p> <p>➤ Relevant Annexures K-3&amp;K-4 are to be submitted by the tenderer along with the bid.</p>
<b>2.3.3</b>	<p>Assignment or Subletting of Contract: The Contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein in any manner whatsoever without the special permission in writing of the Chief Engineer, save as provided below. Any breach of this condition shall entitle the Railway to rescind the contract under Clause 62 of these Conditions and also render the Contractor liable for payment to the Railway in respect of any loss or damage arising or ensuing from such cancellation; provided always that execution of the details of the work by petty Contract or under the direct and personal supervision of the Contractor or his agent shall not be deemed to be sub-letting under this clause.</p> <p>In case Contractor intends to subcontract part of work, he shall submit a proposal in writing seeking permission of Chief Engineer for the same. While submitting the proposal to railway, Contractor shall ensure the following:</p> <p>(a) (i) Total value of work to be assigned to sub-contractor (s) shall not be more than 50% of total contract value.</p> <p>(ii) The sub contractor shall have successfully completed at least one work similar to work proposed for sub contract in last 5 years, ending date of submission of proposal by Contractor to Railway, costing not less than 35% value of work to be subletter, through a works contract. For fulfillment of above, Work Experience Certificate issued by a Govt. Department/Organization shall be considered. Further, Work Experience Certificate issued by a Public listed company shall be considered provided the company is having average annual turnover of Rs500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, registered at least 5 years back from the date of submission of proposal by Contractor to Railway and work experience certificate issued by a person authorized by the Public Listed Company to issue such certificates.</p> <p><i>Note: for subletting of work costing up to Rs 50 lakh no previous work experience shall be asked for by the Railway.</i></p> <p>In case contractor submits subcontractor's work experience certificate issued by public listed company, the contractor shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final / last bill paid by company in support of above work experience certificate.</p> <p>(iii) There is no banning of business with the sub-contractor in force over IR.</p> <p>(b) The Contractor shall provide to the Engineer a copy of the agreement to be entered into by Contractor with sub contractor. No sub contractor shall be permitted without a formal agreement between Contractor and sub contractor. This agreement shall clearly define the scope of work to be carried out by sub contractor and the terms of payment in clear &amp; unambiguous manner.</p> <p>(c) On receipt of approval from Chief Engineer, Contractor shall enter into a formal agreement legally enforceable in Court of Law with sub contractor and submit a copy of the same to the Engineer.</p> <p>(d) The Contractor shall intimate to the Engineer not less than 7 days in advance, the intended date of commencement of sub contractor's work.</p> <p>(e) Once having entered into above arrangement, Contractor shall discontinue such arrangement, if he intends to do so at his own or on the instructions of Railway, with prior intimation to Chief Engineer.</p> <p>(f) The Contractor shall indemnify railway against any claim of sub contractor.</p> <p>(g) The Contractor shall release payment to the Sub-contractor(s) promptly and shall endeavor to resolve all issues amicably and speedily with the Sub-contractor(s), so that the execution of work is not affected in any manner whatsoever.</p> <p>(h) In addition to issuance of work experience certificate to Contractor, the Engineer, when, based on documents, is satisfied that sub contracted work has been carried out by subcontractor, shall issue work experience certificate to the sub contractor also for the portion of work sub contracted and successfully completed by the sub-contractor.</p>

Signature of Tenderer

	<p><i>Note: Work Experience Certificate to the subcontractor shall be issued only when the contractor's work is complete and contractor is entitled for the issuance of Work Experience Certificate. However, in the same contract, when the Chief Engineer, based on documents, is satisfied that the sub contractor has successfully carried out subletted work; without issuance of work experience certificate to subcontractor at this stage, the Chief Engineer can, <b>only once</b>, consider the successfully completed subletted work for the fulfillment of eligibility for further subletting of work to the subcontractor in the same contract. When the contractor's work is complete and contractor is entitled for the issuance of work experience certificate, the sub contractor shall be issued one Work Experience Certificate for the total scope of work executed by the subcontractor in the contract.</i></p> <p>(i) The responsibility of successful completion of work by subcontractor shall lie with Contractor. Sub contracting will in no way relieve the Contractor to execute the work as per terms of the Contract.</p> <p>(j) Further, in case Engineer is of the view that subcontractor's performance is not satisfactory, he may instruct the Contractor to remove the subcontractor from the work and Contractor has to comply with the above instructions with due promptness. Contractor shall intimate the actual date of discontinuation of sub contract to Engineer. No claim of Contract or whatsoever on this account shall be entertained by the Railway and this shall be deemed as 'excepted matter' (matter not arbitrable).</p> <p>(k) The permitted sub contracting of work by the Contractor shall not establish any contractual relationship between the sub-contractor and the Railway and shall not relieve the Contractor of Any responsibility under the Contract.</p>
<b>2.3.4</b>	Public Procurement (Preference to Make in India):- (Authority:- As per Railway Board letter No. 2015/RS(G)/779/5, dated 01.02.2018, No. 2017/Trans/01/Policy/Pt-S, dated 28.03.2018, Railway Board letter no. 2020/RS(G)/779/2, dated 12.06.2020 and Ministry of Commerce and Industry letter no. P- 45021/2/2017-B.E.-II, dated 15.06.2017)
<b>2.3.4.1</b>	This tender complies with Public Procurement Policy order 2017 dated 15.06.17 and (Revision), dated 04.06.2020.
<b>2.3.4.2</b>	<p>Following provisions will be applicable for item to be procured under Public Procurement (preference to Make in India) order 2017 dated 15.06.2017 and 04.06.2020.</p> <p>A) Local content: the minimum local content shall be 50% or as indicated in the tender enquiry.</p> <p>B) Margin of purchase preference: The margin or purchase preference is 20%.</p> <p>C) Fee for complaint: Fee for filing a complaint under the order shall be Rs. 10,000/- per case. The complaint shall be filed in the office of the CAO/C/NR. The fee shall be deposited with the office of the FA&amp;CAO/C/NR, K. Gate, Delhi.</p> <p>D) Class-I local supplier: Means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50% as defined under this order.</p> <p>E) Class-II local supplier: Means a supplier or service provider, whose goods, services or works offered for procurement has local content more than 20% but less than 50% as defined under this order.</p>
<b>2.3.4.3</b>	<p><b>Verification local content:</b></p> <p>A) The 'Class-I local supplier'/'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.</p> <p>B) In case of procurement for a value in excess of Rs. 10 Crores, the 'Class-I local supplier'/'Class-II</p>

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	<p>local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or form a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.</p> <p>C) False declarations will be in breach of the code of integrity under Rule 175 (1) (i) (h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Finance Rules along with such other actions as may be permissible under law.</p> <p>D) A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment.</p> <p>E) Debarment of bidders: In respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the websites (s) so that on going procurements are not disrupted.</p>
2.3.4.4	<p><b>Requirement of Purchase preference:</b></p> <p>a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local suppliers' in all procurements under taken by procuring entities in the manner specified here under:</p> <p>b) In the procurements of goods or works which are not covered by para 3(b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-Local supplier' as per following procedure:-</p> <p>i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.</p> <p>ii) If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local suppliers' will be invited to match the L1 price for the remaining 50% quantity subject to the 'Class-I local supplier's' quoted price falling within the margin of purchase preference and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on 'Class-I local suppliers', then such balance quantity may also be ordered on the L1 bidder.</p> <p>c) In procurements of goods or works, which are covered by para 3(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local Supplier' as well as 'Non-local supplier', as per following procedure:</p> <p>i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.</p> <p>ii) If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local suppliers' will be invited to match the L1 price subject to 'Class-I local supplier's' quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.</p> <p>iii) In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local suppliers' within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.</p>

Signature of Tenderer

	d)“Class-II local supplier’will not get purchase preference in any procurement, undertaken by procuring entities.
<b>2.4</b>	<b><u>CONSTITUTION OF THE FIRM:</u></b>
2.4.1	<p>(i) The tenderer shall clearly specify whether the tender is submitted on his own (ProprietaryFirm) 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, trustor society, as the case may be.</p> <p>In addition to Annexure-M in case of other than Company/Proprietary firm, Annexure-M (A) shall also be submitted by the each member of a Partnership firm/Joint Venture (JV)/Hindu Undivided Family(HUF)/ Limited Liability Partnership (LLP) etc, as the case may be.Non submission of a copy of certificate by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify state and submit the supporting document duly self attested/digitally signed by which they/he are/is qualifying criteria mentioned in theTenderDocument.</p> <p>(ii) Following documents shall be submitted by the tenderer:</p>
<b>(A)</b>	<b><u>Sole Proprietorship firm:</u></b>
	<p>Undertaking as per Annexure O-1)</p> <p>Undertaking may be given If not given</p> <p>As per para 14(iii) of GCC-2022 If it is not mentioned in the submitted tender that tender is being submitted on behalf of a Sole Proprietorship firm/Partnership firm/JointVenture/Registered Company etc., then the tender shall be treated as having been submitted by the individual who has signed the tender.</p>
<b>(B)</b>	<b><u>Partner shipFirm:</u></b>
	<p><b><u>For All Type of Works Tenders.</u></b></p> <p>The tenderer shall clearly specify that the tender is submitted on behalf of a partnership firm.The following documents shall be submitted by the partnership firm ,with the tender:</p> <ol style="list-style-type: none"> <li>1. A Notarized copy of the Partnership Deed or a copy of the Partnership Deed registered with the Registrar.</li> <li>2. Document(s) in support of Registration of firm with Registrar/Sub-Registrar of firms viz. Certificate of registration and copy of Register of firm (FormNo. May vary from State to State) (as applicable) etc. issued by Registrar of firms.</li> <li>3. A notarized or registered copy of Power of Attorney in favour of the individual to tender for the work, sign the agreement etc.and create liability against the firm (Standard Performa as per Annexure O-2)</li> <li>4. An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity ordinary firm/LLP in which they were/are partners/members. Any Concealment/wronginformation in regard to above shall make the bid in eligible or the contract shall be determined under Clause 62 of the Standard General Conditions of Contract.</li> </ol>
<b>(C)</b>	<b><u>Joint Venture (JV):</u></b>
	If the tender is uploaded on behalf of a JV, the tenderer must upload the following
(1)	A copy of Memorandum of Understanding (MOU) duly executed by the JV members on a stamp paper, shall be submitted by the JV along with the tender ( <b>Standard proforma as per Annexure K-1</b> ).The Complete details of the members of the JV,their share and responsibility in the JV etc.particularly with reference to financial, technical and other obligations shall be furnished in the MOU.

Signature of Tenderer



(2)	Notarised Power of Attorney/authorization duly executed by all JV constituents, in favour of the Individual signing the tender document on behalf of the JV; and <b>(Standard Performa as per Annexure O-3)</b>
(3)	In addition, following documents must be upload/submit by the JV firms along with the tender:-
(i)	In case one or more of the members of the JV firms is/are partner Shipfirm(s), following documents shall be uploaded/submitted.
(a)	(i) A Notarised copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar. (ii) Document (s) in support of registration of firm with registrar/Sub-Registrar of firms viz. Certificate of registration and copy of Register of firm (Form No.may vary from State to State)(as applicable) etc. issued by registrar of firms.
(b)	A copy of consent of all the partners or individual authorized by partnership firm, to enter into the Joint Venture Agreement on a stamp paper, <b>(Standard Performa as per Annexure O-4)</b>
(c)	A notarized or registered copy of Power of Attorney in favour of the individual to sign the MOU/JV Agreement on behalf of the partnership firm and create liability against the firm.(Standard Performa as per Annexure O-5)
(d)	An undertaking by all partners of the partnership firm that they are not black listed or debarred by Railways or any other Ministry /Department of the Govt.of India from participation in tenders/contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP in which they were / are partners/members.Any Concealment / wrong information in regard to above shall make the bid in eligible or the contract shall be determined under Clause 62 of the Standard General Conditions of Contract.
(ii)	In case one or more members of JV is/are Proprietary Firm or HUF, the following documents shall be uploaded/submitted:  A copy of notarized affidavit on Stamp Paper declaring that his Concern is a proprietary Concern and he is sole proprietor of the Concern OR he who is signing the affidavit on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other Members to act on behalf of HUF.(Standard Affidavit as per Annexure O-6)
(iii)	In case one or more members of JV is/are Limited Companies, the following documents shall be submitted/uploaded:
	(a) A copy of resolutions of the Directors of the Company, permitting the company to enter in to a JV agreement, <b>(Standard Performa as per Annexure O-7)</b>
	(b) Copy of Memorandum and Articles of Association of the Company.
	(c) Copy of certificate of incorporation
	(d) A copy of Authorization/copy of Power of Attorney issued by the Company (backed by there solution of Board of Directors) in favour of the individual to sign the tender, sign MOU/JV Agreement on behalf of the company and create liability against the company <b>(Standard Performa as per Annexure O-8).</b>
(iv)	In case one or more members of JV is/are LLP firm, the following documents shall be submitted/uploaded: (i) A copy of LLP Agreement (ii) A copy of Certificate of Incorporation of LLP (iii) A copy of resolution passed by partners of LLP firm, permitting the Firm to enter in to a JV agreement (Standard proforma as per Annexure O-13) (iv) A copy of Authorization/copy of Power of Attorney issued by the LLP firm (backed by resolution passed by the Partners) in favour of the individual, to sign the tender and/or sign the MOU/JV Agreement on behalf of the LLP and create liability against the LLP.(Standard proforma as per Annexure O-14)

Signature of Tenderer

	(v) An undertaking by all partners of the LLP that they are not blacklisted or debarred by Railways or any other Ministry/Department of the Govt. of India from participation in tenders/contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were/are partners/members. Any Concealment/wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.
(D)	<b><u>Company:</u></b>
	If the tender is uploaded on behalf of a Company registered under Companies Act-2013, the tenderer must submit/upload along with the tender the following documents on or before close of uploading of tender & before opening of tender (D2): (1) Copies of the MOA/AOA (Memorandum of Association/Article of Association) of the Company; (2) A copy of certificate of incorporation. (3) A copy of Authorization/Power of Attorney issued by the Company (backed by their 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 (Standard Performa as per Annexure O-9,10).
(E)	<b><u>Registered Society &amp; Registered Trust:</u></b>
	The tenderer must upload following, (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. (Standard Performa as per Annexure O-16) (iv) A copy of Rules & Regulations of the Society
(F)	<b><u>LLP (Limited Liability Partnership) Firm:</u></b> If the tender is submitted on behalf of a LLP Firm registered under LLP Act-2008, the tenderer shall upload along with the tender- (i) A copy of LLP Agreement, (ii) A copy of Certificate of Incorporation; and (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 (Standard Performa as per Annexure O-11 & 12). (iv) An undertaking by all partners of the LLP that they are not black listed or debarred by Railways or any other Ministry /Department of the Govt. of India from participation in tenders /contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were/are partners/members. Concealment/wrong information in regard to above shall make The contract liable for determination under Clause 62 of the Standard General Conditions of Contract.
G	<b><u>In Case of HUF:</u></b> A copy of notarized affidavit on Stamp Paper declaring that he who is submitting the tender on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF (Standard Performa as per Annexure O-15).
2.4.1.1	<ul style="list-style-type: none"> <li>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 Companies., then the tender shall be treated as having been submitted by the individual who has signed the tender.</li> <li>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 file etc. Will be taken for consideration of the tender, if no such mention is available in tender offer submitted.</li> <li>The Railway will not be bound by any change of power of attorney or in the composition of the</li> </ul>

Signature of Tenderer

	<p>Firm made subsequent to the submission of tender. Railway may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.</p> <ul style="list-style-type: none"> <li>The tenderer whether sole proprietor/accompany or a partnership firm/registered society/ registered trust/HUF/LLP etc if they want to act through agent or individual partner(s), should submit along with the tender, a copy of power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person, specifically authorizing him/them to sign the tender, submit the tender and further to deal with the Tender/Contract up to the stage of signing the agreement except in case where such specific person is authorized for above purposes through a provision made in the partnership deed / Memorandum of Understanding / Article of Association / Board resolution, failing which tender shall be summarily rejected.</li> </ul> <p>A separate power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person, shall be submitted after award of work, specifically authorizing him/them to deal with all other contractual activities subsequent to signing of agreement, if required.</p> <p>Note: A Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.</p> <p><b>Note:</b></p> <ol style="list-style-type: none"> <li><b>If all the requisite documents pertaining to the constitution of the firm/JV/sole proprietorship/partnership firm/company/Registered Trust/Registered Society/LLP/HUF etc., as specified in clause 2.4.1 above, are not submitted, offer will be considered as incomplete and shall be summarily rejected.</b></li> <li><b>Standard Proforma/Affidavit O-1 to O-16 are given as per Constitution of Firm requirement in respective clause of Sole Proprietorship firm/Partnership firm/JV/Company Registered Trust/Registered Society/LLP/HUF for guidance purpose.</b></li> </ol>
2.4.2	<p>The tenderer whether sole proprietor/a company or a partnership firm /joint venture (JV)/registered society / registered trust / HUF etc if they want to act through agent or individual partner(s), should submit along with the tender, copy of power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person specifically authorizing him/them to submit the tender, sign the agreement, receive money, co-ordinate measurements through contractor's authorized engineer, witness measurements, sign measurement books, compromise, settle, relinquish any claim (s) preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration. The above power of attorney shall be submitted <b>even if</b> such specific person is authorized for above purposes through partnership deed/Memorandum of Understanding/ Article of Association or such other document, failing which tender is liable to be rejected.</p>
2.5	<b><u>INCOME TAX DEDUCTION:</u></b>
2.5.1	<p>As per Income Tax Act, Tax will be deducted will be made for sums paid for carrying out the work under this contract. In case of supply contract for ballast, deduction of 2% (Two percent) Income tax will be made for the sums paid for labour portion only (i.e., loading, unloading, stacking, measure men and laying etc.). 1% labour cess shall be deducted from each RA bill to be deposited with concerned labour Commissioner/State Govt.</p>
3.0	<b><u>BID SECURITY</u></b>
3.1	<p>(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:</p>

Signature of Tenderer

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

Note:

- (i) The Bid Security shall be rounded off to the nearest Rs 100. This Bid Security shall be applicable for all mode soft ending.
- (ii) Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of Bid Security detailed above.
- (iii) Labour Cooperative Societies shall submit only 50% of above Bid Security detailed above.

- (b) It shall be understood that the tender documents have been issued to the tenderer and the Tenderer is permitted to tender in consideration of stipulation on his part, that after submitting His tender he will not resile from his offer or modify the terms and conditions there of in a Manner not acceptable to the Engineer. Should the tenderer fail to observe or comply with the Said stipulation, the aforesaid amount shall be liable to be forfeited to the Railway.
- (c) If his tender is accepted, this Bid Security mentioned in sub para (a) above will be retained as Part security for the due and faithful fulfillment of the contract interms of Clause 5.0 (Security Deposit) of tender document. 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 there to while in their possession, nor be liable to pay interest There on.

- (2) The Bid Security shall be deposited either in cash through he-payment gate way 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-A(1)** 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 one-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 one- tendering portal (IREPS) and /or non submission of original Bank Guarantee within the specified period Shall lead to summary rejection of bid.
  - iv. The Tender Security shall remain valid for a period of 90 days beyond the validity period for the Tender.
  - v. The details of the BG, physically submitted should match with the details available in the Scanned copy and the data entered during bid submission time, failing which the bid will Be rejected
  - vi. The Bank Guarantee shall be placed in an envelope, which shall be sealed. The envelope Shall clearly bear the identification "**Bid for the\*\*\*\*\*Project**" and shall clearly indicate The name and address of the Bidder. In addition, the Bid Due Date should be indicated on The right hand top corner of the envelope.
  - vii. The envelope shall be addressed to the officer and address as mentioned in the tender document.
  - viii. If the envelope is not sealed and marked as instructed above, the Authority assumes No responsibility for them is placement or premature opening of the contents of the Bid
  - ix. Submitted and consequent losses, if any, suffered by the Bidder.

Signature of Tenderer

3.1.1(a)	Subject to exemptions provided under clause 3.1 above, the tender must be accompanied by a Bid Security As mentioned in tender documents, failing which the tender shall be summarily rejected.
3.1.1(b)	The Tenderer(s) shall keep the offer open for a minimum period of 60 days (in case of two packet system of tendering 90 days) 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 resale from his offer or modify the terms and conditions thereof in a manner not acceptable to Northern 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.
3.1.1(C)	<p>If his tender is accepted,</p> <ul style="list-style-type: none"> <li>(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 5.0 (Security Deposit) of tender document.</li> <li>(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 5.0 (Security Deposit) of tender document.</li> </ul> <p>The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation to the Bid Security that may happen the retro while in their possession, nor be liable to pay interest thereon.</p>
3.1.1(d)	In case Contractor submits the Term Deposit Receipt/Bank Guarantee Bond towards either the Full Security Deposit or 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.
<b>4.0</b>	<b><u>ACCEPTANCE OF TENDER</u></b>
4.1	<b>(i) IF THE TENDERER (S) DELIBERATELY GIVES WRONG INFORMATION/CREDENTIALS/DOCUMENTS IN HIS/THEIR TENDERS AND THERE BY CREATE(S) CIRCUMSTANCES FOR ACCEPTANCE OF HIS/THEIR TENDER, RAILWAY RESERVES THE RIGHT TO REJECT SUCH TENDER AT ANY STAGE, BESIDES, SHALL SUSPEND THE BUSINESS UPTO FIVE YEARS”.</b>
	(ii) If on verification of credentials, at the evaluation stage, it is found that the tenderer has submitted forged/fake documents in support of his offer, his Bid Security shall be forfeited besides suspending Business with him/them <b>up to two years.</b>
	(iii) 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.
4.2	The authority for acceptance of the tenders rests with Principal Chief Signal & Telecom Engineer / Chief Signal & Telecom Engineer/Project/Dy. Chief Signal & Telecom Engineer/Special/Tilak Bridge as the case may be who does not undertake to assign reasons for declining to consider any particular tender or tenders. He also reserves the right to accept the tender in whole or in part or to divide The tender amongst more than one tenderer if deemed necessary.
4.3	The successful tenderer shall be required to execute an agreement with the President of India acting through the PCSTE, CSTE/P, Dy. CSTE/SPL/TKJ, AESTE/SPL/TKJ for carrying out of the work as per agreed conditions. The cost of stamp for the agreement will be borne by the Northern Railway.
4.3.1	The contractors operations and proceedings in connection with the works shall at all times be conducted during the continuance of contract in accordance with the laws, ordinance, rules and regulations for the

Signature of Tenderer

	Time being in force and the contractor shall further observe and comply with the bye-laws and regulations of the Govt. of India, State Govt. and of Municipal & other authorities having jurisdiction in connection with the work or site over operations such as these are carried out by the contractor/s and Shall give all notice required by such bye-laws and regulations. The Hospital and medical regulations in force for the time being shall also be complied with by the contractor/s and his workmen.
4.3.2	The contractor shall be responsible for the observance of the rules and regulations under the mines act and Mineral rules and Indian Metallurgical rules and regulations of State/Central Govt. concerned as amended from time to time.
4.3.3	Contractor shall at all times keep the railway administration indemnified against all penalties that may be imposed by the Govt. of India or State Govt. for infringements or any of the clauses of the mines act and Rules made there under in respect of quarries from which the ballast for these works is procured.
4.4	The tenderer/s shall not increase his/their rate in case the Railway Administration negotiates for reduction of rates. Such negotiations shall not amount to cancellation or withdrawal of the original offer and rates originally quoted will be binding on the tenderer/s.
4.5	The tenderer/s shall submit an analysis of rates if called upon to do so.
4.6	Non-compliance with any of the conditions set forth herein is liable to result in the tender being rejected.
4.7	<b><u>Variation in quantity</u></b>
4.7.1.	(i) Unless otherwise specified in the special conditions of the contract, the accepted variation in quantity of each individual item of the contract would be upto 25% of the quantity originally contracted, except in Case of foundation work (in which no variation limit shall apply). However, the rates for the increased quantities shall be as per sub- para (iii) below.
4.7.1	(ii) The Contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation what so ever upto the limit of 25% variation in quantity of individual item of works.
4.7.1	(iii) In case an increase in quantity of an individual item by more than 25% of the agreement quantity is Considered unavoidable, then same shall be executed at following rates <ul style="list-style-type: none"> <li>a. Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender;</li> <li>b. Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;</li> <li>c. Variation in quantities of individual items beyond 150% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.</li> <li>d. Variation to quantities of Minor Value Item: The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1 % of the total original contract value. <ul style="list-style-type: none"> <li>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;</li> <li>d. (ii) Quantities operated in excess of 100% but up to 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;</li> <li>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.</li> </ul> </li> </ul>
4.7.1	(iv) In case of earth work items, the variation limit of 25% shall apply to the gross quantity of earthwork items and variation in the quantities of individual classifications of soil shall not be subject to this limit.
4.7.1	(v) As far as Standard Schedule of Rates (SSOR) items are concerned, the variation limit of 25% would apply to the value of SSOR schedule(s) as a whole and not on individual SSOR items. However, in case of

Signature of Tenderer

	Non Standard Schedule of Rates (SSOR) items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).
4.7.2	<b>Valuation of Variations:</b> The enlargements, extensions, diminution, reduction, alterations or additions referred to in Sub-Clause (4.7.1) of this Clause shall in no degree affect the validity of the contract; but shall be performed by the Contractor as provided there in and be subject to the same conditions, stipulations and obligations as if they had been originally and expressly included and provided for in the Specifications and Drawings and the amounts to be paid therefor shall be calculated in accordance with the accepted Bill(s) of Quantities. Any extra item(s)/quantities of work falling outside the purview of the provisions of Sub-Clause(4.7.1) above shall be paid for at the rates determined under Clause-39 of GCC.
5.0	<b><u>Security Deposit and Performance Guarantee on Acceptance of Tender</u></b>
5.1	<p>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 Deposit or the Part Security Deposit equal to or more than Bid Security, the Railway shall return the Bid Security, to the Contractor.</p> <p>Balance of Security Deposit may be deposited by the Contractor in cash or Term Deposit Receipt issued from Scheduled commercial bank of India or irrevocable Bank Guarantee bond issued from Scheduled commercial bank of India, or may be recovered at the rate of 6% of the bill amount till the full Security Deposit is recovered. Provided also that in case of defaulting Contractor, the Railway may retain any amount due for payment to the Contractor or on the pending "on account bills" so that the amount so retained (including amount guaranteed through Performance Guarantee) may not exceed 10% of the total value of the contract.</p> <p>The Irrevocable Bank Guarantee submitted towards Security deposit shall be initially valid up to the stipulated date of Maintenance period plus 60 days and shall be extended from time to time, depending upon extension of contract granted in terms of Clause 17A and 17B of the Standard General Conditions of Contract.</p> <p>Note: Security Deposit deposited in cash by the Contractor or recovered from the running bills of a Contractor or submitted by contractor as Term Deposit Receipt (s) can be refunded/returned to the contractor, in lieu of irrevocable Bank Guarantee bond issued from scheduled commercial bank of India, to be submitted by him, for an amount equal to or more than the already available Security Deposit, provided however that, in a contract of value less than Rs. 50 Crore, such refund/ return of the already available Security Deposit is permitted up to two times and in a contract of value equal to or more than Rs.50 Crore, such refund /return of the already available Security Deposit is permitted up to three times.</p>

Signature of Tenderer

5.1.1	<p><b>Refund of Security Deposit:</b> Security Deposit shall be returned to the Contractor along with or after the following:</p> <ul style="list-style-type: none"> <li>(a) Final Payment of the Contract as per clause 51.(1) of GCC-2022 and</li> <li>(b) Execution of Final Supplementary Agreement or Certification by Engineer that Railway has No Claim on Contractor, and</li> <li>(c) Maintenance certificate issued on expiry of the maintenance period as per clause 50.(1) of GCC, in case applicable</li> </ul> <p><b>Note:-</b> The Competent Authority to issue above Maintenance Certificate shall normally be the authority who is competent to sign the contract. If this Competent Authority is of the rank lower than JA Grade, then a JA Grade Officer (concerned with the work) should issue the certificate.</p> <p>The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the Contractor and that there is no due from the Contractor to Railways against the contract concerned.</p>
5.1.2	<p><b>Forfeiture of Security Deposit:</b> Whenever the contract is rescinded as a whole under clause 62 (1) of these conditions GCC-2022, 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) these conditions of GCC- 2022, the Security Deposit shall not be forfeited.</p>
5.1.3	<p>No interest shall be payable up on the Bid Security and Security Deposit or amounts payable to the Contract or under the Contract, but Government Securities deposited in terms of Sub-Clause 5.2of this clause will be payable with interest accrued thereon.</p>
5.2	<p><b><u>Performance Guarantee:</u></b></p> <p>(a) The successful bidder shall have to submit a performance Guarantee (PG) with in 21(twenty one) days from the date of issue of letter of acceptance (LOA). Extension of time for submission of PG beyond 21(twenty one) days and up to 60 days from the date of issue of LOA may be given by the authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 21 (twenty one) days, i.e. from 22<sup>nd</sup> day after the date of issue of LOA. Further, if the 60<sup>th</sup> day happens to be a declared holiday in the concerned office of the Railway, submission of PG can be accepted on the next working day.</p> <p>In all other cases, if the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated duly forfeiting EMD and other dues, if any payable against that contract. 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 the registration as a Start up recognized by Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect.</p> <p>The failed contractor shall be debarred from participating in re-tender for that work.</p> <p>(b) The successful bidder shall submit the performance Guarantee (PG) in any of the following forms, amounting to 5% of the original contract value.</p> <ul style="list-style-type: none"> <li>(i) A deposit of cash;</li> <li>(ii) Irrevocable Bank Guarantee;</li> <li>(iii) Government Securities including State Loan Bonds at 5% below the Market value;</li> </ul>

Signature of Tenderer



	<p>(iv) Pay Orders and Demand Drafts tendered by any Scheduled Commercial Bank of India;</p> <p>(v) Guarantee Bonds executed or Deposits Receipts tendered by any Scheduled Commercial Bank of India;</p> <p>(iv) Deposit in the post office saving Bank;</p> <p>(v) Deposit in the National savings Certificates;</p> <p>(vi) Twelve years National Defence Certificates;</p> <p>(vii) Ten years Defence Deposits;</p> <p>(viii) National Defence bonds and</p> <p>(ix) Unit trust certificates at 5% below market value or at the face value whichever is less.</p> <p>Also FDR in favour of FA&amp;CAO (free from any encumbrance).</p> <p><b>Note:-</b> The instruments as listed above will also be acceptable for Guarantees in case of mobilization advance. All the instruments mentioned in (i) to (xii) above should be in favour of FA &amp; CAO/C/NR / Kashmere Gate Delhi</p> <p>(c) A Performance Guarantee shall be submitted by the successful Bidder after the letter of acceptance (LOA) has been issued, but be for assigning of the agreement. This PG shall be initially valid upto the stipulated date of completion plus 60 (Sixty) 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 (Sixty) days.</p> <p>(d) The value of PG to be submitted by the Contractor is based on original contract value and shall not due to subsequent variation(s) in original contract value.</p> <p>(e) The Performance Guarantee (PG) shall be released after the Physical completion of the work based on the "Completion Certificate" issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily. The competent authority shall normally be the authority who is competent to sign this contract. If the competent authority is of the rank lower than JA Grade, then a JA Grade Officer (concerned with the work) should issue certificate. The security deposit shall, however, be released only after expiry of the maintenance period and after passing the final bill based on 'No claim certificate' from the contractor.</p> <p>(f) Whenever the contract is rescinded, the security deposit shall be forfeited and the Performance Guarantee shall be encashed.</p> <p>(g) The Engineer shall not make a Claim under the Performance Guarantee except for amount to which the President of India is entitled under the contract (notwithstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:</p> <p>(i) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above in which event the Engineer may claim the full amount of the Performance Guarantee.</p> <p>(ii) Failure by the contractor to pay President of India any amount due, either as agreed by the Contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer.</p> <p>(iii) The Contract being determined or rescinded under provision of the GCC clause 62.</p>
5.3	<p>Whenever the Railways PSUs are awarded works contracts by Railways, on single tender basis, they are exempted from the requirements of submitting performance guarantee.</p> <p>However, in the event of failure of the Railway PSU to successfully execute the contract as per terms and conditions laid down in the agreement, a penalty equivalent to 5% of the original value of contract would be levied.</p> <p>If Railway PSUs are awarded contract through competitive bidding (open tender, special limited tender etc.) the normal rules regarding submission performance bank guarantee as applicable to other tenderer/s shall be applicable to these PSUs.</p> <p>The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document within 5 days before closing date for submission of bids.</p>

Signature of Tenderer

6.0	<b><u>CONDITIONS OF CONTRACT AND SPECIFICATIONS</u></b>									
6.1	<p>Except where specifically stated otherwise in the tender documents the work is to be carried out in accordance with (i) <b>Indian Railways Standard General Conditions of Contract, April 2022</b> amended from time to time &amp; upto date; (ii) Northern Railway Unified Standard Schedule of Rates (Works &amp; Material)-2010 amended from time to time and up to date and (iii) Indian Railway Unified Standard Specifications (Material and Works)- 2010 Volume-I and volume-II. Copies of all these publications can be obtained from the office of CAO/C, Northern Railway, Kashmere Gate, Delhi on payment as under:-</p> <table><tr><td>(i)</td><td>Indian Railways Standard General Conditions of Contract, <b>April 2022</b></td><td>Rs100/-</td></tr><tr><td>(ii)</td><td>Northern Railway Unified Standard Schedule of rates (Works&amp;Materials) -2010</td><td>Rs1000/-</td></tr><tr><td>(iii)</td><td>Indian Railways Unified Standard Specifications (Material and Works) -2010 volume-I &amp; volume-II</td><td>Rs1000/- (Each volume)</td></tr></table> <p>Demand for these publications from outstation will be considered only if a sum of Rs.50/-towards postal charges is also sent with the cost of the books by money order.</p> <p><b>Note:-The above publications are available on <a href="http://www.indianrailway.gov.in">www.indianrailway.gov.in</a>.</b></p>	(i)	Indian Railways Standard General Conditions of Contract, <b>April 2022</b>	Rs100/-	(ii)	Northern Railway Unified Standard Schedule of rates (Works&Materials) -2010	Rs1000/-	(iii)	Indian Railways Unified Standard Specifications (Material and Works) -2010 volume-I & volume-II	Rs1000/- (Each volume)
(i)	Indian Railways Standard General Conditions of Contract, <b>April 2022</b>	Rs100/-								
(ii)	Northern Railway Unified Standard Schedule of rates (Works&Materials) -2010	Rs1000/-								
(iii)	Indian Railways Unified Standard Specifications (Material and Works) -2010 volume-I & volume-II	Rs1000/- (Each volume)								
6.2	<p><b>Order of Precedence of Documents:</b> In a contract agreement in case of any difference, contradiction, discrepancy, with regard to Conditions of tender/contract, Specifications, Drawings, Bill of quantities etc., forming part of the tender/contract, the following shall be the order of precedence:</p> <ul style="list-style-type: none"><li>i. Letter of Award</li><li>ii. Bill(s) of Quantities</li><li>iii. Special Conditions of Contract</li><li>iv. Technical Specifications as given in tender documents</li><li>v. Drawings</li><li>vi. Indian Railways Standard General Conditions of Contract updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.</li><li>vii. CPWD Specifications 2019 Vol I &amp; II updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.</li><li>viii. Indian Railways Unified Standard Specification (IRUSS-2019) updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.</li><li>ix. Indian Railways Unified Standard Specifications (Works and Material) 2010 updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.</li><li>x. IR Specifications/Guidelines updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.</li><li>xi. Relevant B.I.S. Codes updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents</li></ul>									
7.0	<b><u>STUDY OF DRAWINGS AND LOCAL CONDITIONS</u></b>									
7.1	<p>The drawings for the works can be seen in the office of the Dy. Chief Signal &amp; Telecom Engineer/Special/Tilak Bridge, New Delhi. It should be noted by tenderer/s that these drawings are meant for general guidance only and the Railway may suitably modify them during the execution of the work according to the circumstances without making the Railways liable for any claims on account of such Changes.</p>									
7.2	<p>The tenderer/s is/are advised to visit the site of work and investigate actual conditions regarding nature and conditions of soil, difficulties involved due to inadequate stacking space, due to built up area around the site, availability of materials water and labour probable sites for labour camps, stores, godowns, etc. They should also satisfy themselves as to the sources of supply and adequacy for their respective purpose of</p>									

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	Different materials referred in the specifications and indicated in the drawings. The extent of lead and lift involved in the execution of works and any difficulties involved in the execution of work should also be examined before formulating the rates for complete items of work described in the schedule.
7.3	<b><u>Fencing at worksite</u></b> Contractor(s) while executing the work of gauge conversion/doubling, yard remodeling etc. shall provide suitable fencing/barricading to protect/segregate the existing Railway line from any damage and un-toward incident, as per the directions or plan approved by Engineer-in-charge. No work will be started till the fencing/barricading is provided and clearance in writing is issued by the Engineer-in-charge.
7.3.1	Suitable gates/barriers should be installed across the new embankment, preferably adjoining the manned/unmanned level crossings. The entry for the vehicles should be regulated by an authorized representative of the Engineer-in-charge during the working hours.
7.4	<b><u>Safety Gear:</u></b> During execution of the work, contractors shall ensure that all safety precautions are taken by their men to protect themselves and site to prevent any untoward incident. In this regard contractor will ensure that adequate number of safety helmets, safety belts, safety jackets with reflective arm band, rope, ladders emergency light etc. are available at site before the work is actually started. The above list is only indicating and is not exhaustive and safety item will be arranged as per the requirement. Railway reserve the right to stop the work in the absence of proper safety gear and no claim shall be entertained in this regard. Decision of the Engineer-in-charge will be final and binding upon the contractor. The cost of all the safety gear is deemed to have been included in the rates quoted and nothing extra is payable under this contract.
8.0	<b><u>PERIOD OF COMPLETION</u></b>
8.1	The entire work is required to be completed in all respects within <b>12 (Twelve) months</b> from the date of issue of Acceptance letter/ Telegram. Time is the essence of contract. The contractor/s will be required to maintain speedy and required progress to the satisfactions of the Engineer to ensure that the work will be completed in all respects within the stipulated period failing which action may be taken by the Railway Administration in terms of Clause 17 and/or Clause 62 of the Indian Railways Standard General Conditions of Contract, April'2022 amended from time to time & upto date.
8.2	The contractor/s shall arrange to execute the different items of works in close consultation with and as per directions of the Engineers of that other works being executed in the same are either departmentally or through another agency such as steel erection, P.Way earth work information, etc. are also progressed concurrently. It may be noted, however, that any delay in the execution of departmental works, for whatsoever reason shall not be accepted as an excuse for non-performance of the contract.
8.3	The contractor/s will be required to give Dy. Chief Signal & Telecom Engineer/Special/Tilak Bridge, a monthly progress report of the work done during the month on 4 <sup>th</sup> of the following month. He will also give to the Dy. Chief Signal & Telecom Engineer/Special/Tilak Bridge, the programme of work to be done in coming month by 25 <sup>th</sup> of the preceding month. The programme will be subject to alteration or modifications at the direction of the PCSTE/CSTE/P./Dy. Chief Signal & Telecom Engineer/Special/Tilak Bridge, who may discuss such modifications or alterations with the contractor as considered necessary. Approval of any programme shall not in anyway relieve the contractor from any Of his obligations to complete the whole of the work by the prescribed time or extended time, if any.
9.0	<b><u>Rates for Items of Works:</u></b>
	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,

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	<p>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, benchmarks and level pegs there on, 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.</p> <p>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&amp;17A and the Contractor there up on properly pays such taxes/cess, the Contractor shall be reimbursed the amount so paid.</p> <p>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.</p>
9.1	<p><b>Demurrage and Wharfage Dues:</b> Demurrage charges calculated in accordance with the scale in force for the time being on the Railway and incurred by the Contractor failing to load or unload any goods or materials within the time allowed by the Railway for loading as also wharfage charges, of materials not removed in time, as also charges due on consignments booked by or to him shall be paid by the Contractor, failing which such charges shall be debited to the Contractor's account in the hands of the Railway and shall be deducted from any sums which may become due to him in terms of the contracts.</p>
9.2(1)	<p><b>Rates for Extra Item(s) of Works:</b></p>
(a)	<p>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 up on between the Engineer and the Contractor before the execution of such items of work as per sub clause (b).</p>
(b)	<p>Other Items: For any item of work to be carried out by the Contractor but not included in the accepted Bill (s) of Quantities and also not covered under sub clause (a) above, the Contractor shall be bound to notify the Engineer at least seven days before the necessity arises for the execution of such items of works that the accepted Bill(s) of Quantities does not include rate or rates for such extra work involved. The rates payable for such items shall be decided at the meeting to be held between the Engineer and Contractor, in as short a period as possible after the need for the special item has come to the notice. In case the Contractor fails to attend the meeting after being notified to do so or in the event of no settlement being arrived at, the Railway shall be entitled to execute the extra works by other means and the Contractor shall have no claim for loss or damage that may result from such procedure.</p> <p>The assessment of rates for extra item(s) shall be arrived at based on the prevailing market rates of labour, machinery &amp; materials and by taking guidance from the following documents in order of priority:</p> <ol style="list-style-type: none"> <li>Analysis of Rates for "Unified Standard Schedule of Rates of Indian Railways (USSOR)"</li> <li>Analysis of Rates for "Delhi Schedule of Rates issued by CPWD (DSR)"</li> <li>Market Analysis</li> </ol>
9.2(2)	<p>Provided that if the Contractor commences work or incurs any expenditure in regard thereto before the rates as determined and agreed up on as lastly hereunto fore-mentioned, then and in such a case the Contractor shall only be entitled to be paid in respect of the work carried out or expenditure incurred by</p>

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	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 Contract or and the Railway.
9.3 (a)	<b>FINAL SUPPLEMENTARY AGREEMENT</b> After the work is completed or otherwise concluded by the parties with mutual consent, and taken over by the Railway as per terms and conditions of the contract agreement, and there is unequivocal no claim on either side under the contract, other than as mentioned in item 4 of Annexure-B, the parties shall execute the final supplementary agreement as per Annexure-B.
9.3 (b)	<b><u>Standard Agreement (for EBR-I Funded Contracts only):-</u></b> For the works contracts which are funded through Indian Railway Finance Corporation (IRFCC), the Contractor after award of such contract shall have to execute and sign the Standard Agreement as per prescribed format as per Annexure-R.
9.4	<b><u>Measures to be taken in construction and repairs on roads, embankments, etc.</u></b>
9.4.1	All borrow pits dug for and in connection with the construction and repairs of buildings, roads, embankments, etc. shall be deep and connected with each other in the formation of a drain directed towards the lowest level and properly sloped for discharge into a river, stream, channel or drain and no person shall create any isolated borrow pit which is likely to cause accumulation of water which May breed mosquitoes.
9.4.2	Non fulfillment of the provision in 9.4.1 above shall be a breach of the contract and contractor/s shall be liable to pay by way of agreed liquidated damages to the Railway at the rates of Rs.100/-for each breach and in addition to that contractor further undertake to pay the amount incurred by the Railway in getting the said job/s done at the risk and cost of the contractor. Besides this, the contractor will also be held responsible for any laws for contravening them.
10.0	<b><u>SETTING OUT WORKS</u></b>
10.1	The contractor is to set out the whole of the work in consultation with the engineer or an official to be deputed by the Engineer and during the progress of works to amend on the requisition of the Engineer any errors, which may arise there in and provide efficient and sufficient staff and labour thereon. The contractor shall also alter or amend any errors in the dimension lines on levels to the satisfaction of the Engineer or his authorized representative without claiming any compensation for the same.
10.2	The contractor shall provide, fix and be responsible for maintenance of all stocks, templates, profiles, land marks, points, burjies, monuments, centerline pillars, reference pillars, etc and shall take all necessary Precautions to prevent their being removed altered or disturbed and will be responsible for the consequence of such removal, alterations or disturbance and for their efficient reinstatement.
10.3	The contractor shall protect and support, as may be required or as directed by the Engineer, all building, fences, walls, towers, drains, roadpaths, waterways, foreshores, banks, bridges, Railway ground and over head electric lighting, the telegraphs/ telephones and crossing water service Main pipes and cables and wires and altogether matters and things of whatever kind not otherwise herein specified other than those specified or directed to be removed or altered which may be interfered with or which likely to be affected disturbed or end anger by the execution completion of maintenance of the works and shall support provided under this clause to such cases as directed by the Engineer. No payment shall be made by the Railway to the contractor for these works on account of delay for re-arrangement of road traffic or in the contractor having to carry out the short lengths and in such places as per conditions and circumstances May warrant. These will not form the basis of any claim and or dispute for compensation of any kind.

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11.0	<b><u>DRAWINGS FOR WORKS:</u></b>
11.1	The Railway Administration reserves the right to modify the plans and drawings as referred to in the special data and specifications as also the estimate and specifications without assigning any reasons as and when considered necessary by the railway. The percentage rates for the schedule items and items rates for the non-schedule items quoted by the contractor as may be accepted by the railways will, however, hold good irrespective of any changes, modifications, alterations, additions, omissions in the locations of Structures and detailed drawings, specifications and/or the manner of executing the work
11.2	It should be specifically noted that some of the detailed drawings may not have been finalized by the railway and will, therefore, be supplied to the contractor as and when they are finalized on demand. No Compensation whatsoever on this account shall be payable by the Railway Administration.
11.3	No claim whatsoever will be entertained by the Railway on account of any delay or hold up of the work/s arising out of delay in approval of drawings, changes, modifications, alterations, additions, omission and the site layout plans or details drawings and design and or late supply of such material as are required to be Arranged by the Railway or due to any other factor on Railway Accounts.
12.0	<b><u>SUPPLY OF MATERIALS BY THE RAILWAYS</u></b>
12.1	If at any time, material which the contractor/s should normally have to arrange himself/themselves, are supplied by the Railway either at the contractor's request or in order to prevent any avoidable delay in the execution of work due to the contractor's inability to make adequate timely arrangements for supply thereof or for any other reason, recovery will be made from the contractor's bill either at the market rate prevailing at the time of supply or at the book rate whichever is greater, plus fixed departmental charges viz. Freight at 5% (8.33% for items of Iron and G.I. pipe steel) incidental charges at 2% and added on total cost supervision charges at 12½%. No carriage or incidental charges will be borne by the Railway. The contractor can not, however, claim as a matter of right the issue of such material by the Railway which he/they is required to arrange himself/themselves in accordance with the terms and conditions of this contract.
12.1.1	In case, cement and/or steel is issued to the contractor/s free of cost or on cost to be recovered for use on the work, the supply thereof shall be made in stages limited to the quantity/quantities computed by the Railway according to the prescribed specifications and approved drawings as per the agreement. The cement and/or steel issued in excess of the requirements as above shall be returned in perfectly good conditions by the contractor to the Railway immediately after completion or determination of the contract. If the contractor/s fail/s to return the said stores, then the cost of cement and/or steel issued in excess of the requirement computed by the Railway according to the specifications and approved drawing will be recovered from the contractor/s @ twice the prevailing procurement cost at the time of last issue viz. 2 X (purchase price + 5% freight only). This will be without prejudice to the right of the Railway to take action against the contractor/s under the conditions of the contract for not doing/completing the work according to the prescribed specifications and approved drawings. If it is discovered that the quantity of cement and/or steel used is less than the quantity ascertained as herein before provided, the cost of the cement and/or steel not so used shall be recovered from the contractor/s on the basis of the above stipulated formula.
12.1.2	The contractor shall be responsible for the safe transport, custody and storage of all Railway materials issued to him and he will be liable to make good the loss due to any cause whatsoever, that may be suffered by the Railway on this account. Special precautions should be taken in respect of cement while transporting cement, steps should be taken to safeguard against cement becoming damp or wet due to moisture or rain. The contractor will also be responsible for storing cement in damp proof condition at site of work at his own cost in accordance with the standard specifications. The Engineer shall decide whether the cement stored in the godown is fit for the work and his decision shall be final and binding on the contractor/s.
12.2	The contractor should supply a schedule showing the requirements of explosives/materials required to be supplied to him by the Railway based on detailed plans. The materials will be arranged by the Railway according to this schedule unless otherwise modified by the Railway due to additions or alterations in the approved plans. No claim whatsoever will be entertained by the Railway on account of late supply of such

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	Materials as are required to be arranged by the Railway.
12.3	<b><u>SUPPLY OF CEMENT AND STEEL BY THE RAILWAYS (Not applicable for S&amp;T tenders)</u></b>
12.3.1	Cement,MildSteel/H.Y.S.D./Bars/RSJ/MSPlate,etc.to be supplied by the Railwaytothe extent as would become apart of the work involved in the tender schedule will be supplied by the Railway free of cost or on cost recovery basis as the case may be as per relevant clauses of special conditions relating to site data and specifications at constructions to re godown. The contractor will be required to lead the same to the site of work at his own cost subject to payment at the rate as quoted against relevant item of N.S. Items in the Schedule of Items, Rates & Quantities.
12.3.2	Cement and steelrequired for temporary works timbering, shuttering,centering,scaffolding,etc.will have to be arranged entirely by the contractor at his own cost.
12.3.3	The empty cement bags for the supply of cement by the Railway shall be property of the contract or and the cost of the same shall be recovered at the rate of RupeesTwo per empty cement bag from the‘on account bill’of the contractor in case the cement is supplied in Jute bags. No recovery on account of empty cement bags shall be made from the contractor, in case the cement is supplied in H.D.P.E.bags. The Railway, however, reserves its right to take empty bags as are in good conditions and in that case no recovery will be made for bags so taken back. These rates will apply for bags deteriorated while in use and not found acceptable to the Railway so taken back from the contractor.
<b>13.0</b>	<b><u>SUPPLY OF MATERIALS BY THE CONTRACTORS</u></b>
13.1	The materials to be supplied by the Contractor as per Schedules enclosed with the tender document will be procured from RDSO approved sources if the item appears in RDSO approved list. In case of items not appearing in RDSO approved list of material, the material shall be procured from reputed suppliers or their authorized representatives, shall be of best quality and shall conform to relevant specifications, design and drawings duly inspected by RITES/ RDSO/Consignee. The Contractor may be required to produce test certificatesfrom themanufacturerswhenevercalledforby theEngineer incharge.
13.2	Before procuring the material to be supplied by Contractor, the Contractor shall submit the names and addressesofsuppliersfromwhom it isproposed toprocure thematerialsrequiredtobesupplied in the tender and shall take approval of Railwaysfor the same.
13.3	All materials which are as per RDSO specifications, required for the execution of work should be procured from RDSO approved sources.
13.4	All materials required for the execution of the contract other than those specifically shown as being supplied by the Railways in this document shall be arranged and supplied by the Contractor as detailed in the scope so as to realize the end objectives. The material supplied and used by the Contractor shall be of best quality available.
13.5	The quantities of equipments and materials to be supplied by Contractor are indicated in schedule of work. The supply of equipment and material shall also include required installation and other materials and documents etc. which may not be specifically mentioned herein, but which are usually necessary for completing the work in all respects.Quantities of equipment and material to be supplied by Contractor are indicated in the schedule of work.These materials/equipments are to be supplied at the stores as specified in Volume-II.
13.6	No loading, unloading, lead, lift, stacking,octroi,salestax,tolltax,royalty or any other charges will be paid for the materials,tools and plants and tools arranged and brought by the contractor to the site of work.
13.7	It should be clearly understood that the tendered rates include wastage and wash away due to rains, storms, floods or any other cause whatsoever.
<b>14.0</b>	<b><u>SERVICE ROADS</u></b>
14.1	The contractor/s shall make his/their arrangements for service roads, paths etc for carrying his/their tools and plants,labour and materials, etc. and will also allow the Railway use of such paths and service roads, etc for plying its own vehicles free of cost. The tenderer/s will be deemed to have included the cost of making any service roads, roads or paths, etc.,that may be required by him/them for plying his/their vehicles for the carriage of his/their men and materials,tools,plants and machinery for successful Completion of the work. Similarly,any other feeder roadconnecting any of the existing roads will be made by the contractor at his/their own cost including any compensation that may be required to be paid for the

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	Temporary occupation and or usage of Govt. and or private land and without in anyway involving the Railway in any dispute for damage and/or compensation.
14.2	In case the Railway has its own paths, service roads, the contractor/s will be allowed to use of such paths or service roads free of cost. He/They shall, however, in no way involve the Railway in any claims or Dispute of whatever kind due to the inaccessibility of such paths or service roads or due to their poor condition and or maintenance or their being to be blocked and/or closed.
14.3	The rates quoted by the contractor as per Schedule of Items, Rates and Quantities shall form the basis of 'onaccount payment' or the various items under this contract.
14.4	In the course of execution of various items of work under schedule of Items, Rates and Quantities running bills payment for partly completed works will be made to the contractor. The quantum of such work for payment shall be decided by the Engineer-in-charge whose decision shall be final and binding on the contractor.
14.5	No 'On account payment' by the Railway shall protect the contractor/s against or prevent the Railway from recovering from the contractor/s any over payment made to him/them.
14.6	Final payment of the balance amount due, exclusive of the security deposit required in terms of Clause-5 of these special conditions, will be made after the completion of the entire work and on the certification of the Engineer that work has been completed in all respect sand found satisfactory. The security deposit will be refunded after the date of completion according to Clause 5.1of these conditions.
15.0	<b><u>EMERGENCY WORK</u></b>
15.1	In the event of any accident or failure occurring in or about the work of arising out for or in connection with the construction completion or maintenance of the work which in the opinion of the Engineer require immediate attention, the Railway may be with its own work men or other agency execute or partly execute the necessary work or carry out repairs if the Engineer considers that the contractor is not in a position to do so in time and charge the cost thereof, as to be determined by the Chief Signal & Telecom. Engineer/Construction to the contractor.
15.2	In terms of clause 32 of Indian Railways Standard General Conditions of Contract, April' 2022 amended from time to time &upto date;, them at serial and plants brought by the contractor on the site or land occupied by the contract or in connection with the works and intended to be used for execution there of shall immediately, they are brought upon the sites of this said land be deemed to be the property of the Railway, vehicles, equipments, plant and machinery of the contractor can be drafted by the Railway Administration at their discretion in case of accidents, natural calamities involving human lives, breaches, stoppage of train operations or any contingencies which require such requisition in gas essential.The decision in this regard of the Engineer-in-charge or his superiors i.e. Sr.Engineer/Executive Signal & Telecom. Engineer/Dy. Chief Signal & Telecom. Engineer etc shall be final and beyond the ambit of arbitration clause.
15.3	In terms of clause 2.3.2(A)(iv), tenderer is required to submit the list of equipment, machinery, construction tools and plants available /deployed at site. The successful tenderer on receipt of acceptance letter and conveying their consent shall submit name, addresses, telephone numbers, Fax number/E Mail address of the persons to be contacted for requisitioning the above items as detailed in forgoing clause 15.2 and notify from time to time if any change in the list of equipments/machinery or the addresses/ individuals to the Engineer-in-charge in writing.The name and address, telephone numbers and the contractor officials name shall also be displayed at the site of work.
15.4	The man power,consumable items and maintenance of the abovetools and plants when requisitioned shall be the responsibility of the tenderer/contractor so that the equipments, machinery, tools and plants shall be available for effective utilization at the accidentsites,naturalcalamities,breachessites etc.
15.5	The hire charges per annum shall be calculated at the following rates on the purchase cost of the plantas under: (i) Depreciation charges at the following rates a) Light plant 16%perannum b) Heavy plant 10%perannum c) Special plant 6%perannum (ii) In additional 10% on the total of (i) above to meet contingencies (iii) 10% contractor profit on total cost as detailed(i)to (ii)

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	<p>(iv) The hire charges per day shall be arrived at dividing the annual hire charges of total of (i) to (iii) above by 365 which shall be the assumed number of working days in year for this purpose. These hire charges will be payable from the date the plant is handed over to the railway to date on which it is returned to the contractor by Railway.</p> <p>(v) The contractor man power charge shall be payable @ minimum wages as notified by the State Govt. /local bodies /labour Deptt. as the case may be for highly skilled, semi skilled personnel drafted for operating the plant and machinery.</p> <p>(vi) The payment for the fuel cost shall be paid on the basis of the actual expenditure incurred by the contractor for purchase+10% contractor's profit there of which will be the payments to wards his Miscellaneous expenses too.</p>
16.0	<b><u>NIGHT WORK</u></b>
16.1	If the Engineer is satisfied that the work is not likely to be completed in time except by resorting to night work, he may order without confirming any right on the contractor for claiming any extra payment for the same.
17.0	<b><u>DISPOSAL OF SURPLUS EXCAVATED MATERIALS</u></b>
17.1	The contractor shall at all time keep the site free from all surplus earth, surplus materials, and all rubbish which shall arise from the works and should dispose of the surplus excavated materials as Ordered by the Engineer failing which it will be done at the cost of the contractor and cost will be deducted from his dues.
17.2	The contractor shall within 15 days of completion of entire works remove all un used and surplus materials tools and plants staging and refuge or other materials produced by his operations and shall leave the site in a clear and tidy conditions.
18.0	<b><u>SITE INSPECTION REGISTER</u></b>
18.1	A site inspection register will be maintained by the Engineer or his representative in which the contractor will be bound to sign day to day entries made by the Engineer or his representative. The contractor is required to take note of the instructions given to him through the site inspection register and should comply with the same with in areas on able time. The contractor will also arrange to receive all the Letters etc. issued to him at the site of works.
18.2	The contractor shall ,from time to time (before the surface of any portion or the site is interfered with or the work the reon begun) take such levels as the Engineer may direct in his presence or any person authorised by him in writing. Such levels approved and checked by him or such authorised persons shall be recorded in writing and signed by the contractor and shall form the basis of the measurements. Immediately before any portion of the work, below water level is started, the existing water levels are to be taken and recorded in a similar manner.
19.0	The contractor shall have to make and maintain at his own cost suitable approach road and path, etc for proper inspection of the various works. He shall also provide all facilities as required by the Engineer Such as Ladder and other appliances for satisfactory inspection of the works and places where materials for the work are stored or prepared.
20.0	<b><u>OPENING UP OF WORK OR MATERIALS FOR INSPECTION OR TEST:</u></b> Should the Engineer, or any representative consider it necessary for the purpose of enabling inspection of tests analysis to be made to verify or as certain the quality of any part of the works or of any materials, the contractor shall as and when required by the Engineer or his representatives open up the work or materials for inspection or test or analysis ,pull down or cut into any part of the work to make such openings, into under or through any part of the works as may be directed and shall provide all things facilities which in the opinion of the Engineer or his representative are necessary and essential for the purpose of inspection or test or analysis of the works or of any part there of or the materials, or of work manship and the contractor shall close up, cover, rebuild and made good the whole at his own cost, as and when directed by and to the satisfaction of Engineer provided always that of the work in the opinion of the Engineer is found to his satisfaction and in accordance with the contract. The excess expenditure in such examination, inspection or test shall, upon the certificate of the engineer, be borne by the Railways.
21.0	<b><u>GENERAL</u></b>
21.1	<b><u>PROVISION OF LIGHT SIGNALS ETC.</u></b>

Signature of Tenderer

	<p>The contractor/s shall make such provision for lighting the works, materials and plant and provide all such marks and lights, signals and other appliances as may be necessary or as may be required by the Engineer or other responsible authorities during the execution completion and maintenance of the work and shall provide all labour, stores, etc. required for their efficient working and use at any time of day or night. He/They shall also provide all arrangement of every description of watching and maintenance required in connection with the foregoing and all other services for protection of any securing all dangerous places whether to the contractor's workmen or to other persons and or vehicular traffic until</p> <p>The work is certified by the engineer to have been completed and taken over in accordance with the contract.</p>
21.2	<p>The contractor/s will provide upon the works to the satisfaction of the Engineer and at such, places as he may nominate, proper and sufficient life saving, fire fighting and first aid appliances which shall at all times be available for use.</p>
21.3	<p><b><u>LABOUR CAMPS</u></b></p> <p>Land for setting up a work shop by the contractor or for his labour camp or for any other purpose, shall have to be arranged by the contractor at his own cost and under his own arrangements. The contractor, however, will be permitted to make use of the railway land to the extent that can be made available to him free of cost, by the railway in the vicinity of the site of works. The contractor/s shall at all times be responsible for any damage or trespass committed by his agent and work men for carrying out the work.</p>
21.4	<p>The Railway Administration may recommend to the concerned authorities the issue of necessary transport permits for the work. The contractor shall, however, furnish full justification for the above facilities, to enable the Railway Administration to address the State Government or other authorities in this connection. The contractor shall also maintain regular logbook of receipts and issue of the materials to work, if so Required by the Civil Authorities. No claim would, however, be entertained by the non-issue of any priority permits or owing to any interruption in supply.</p>
21.5	<p>No claim for idle labour and or idle machinery etc. on any account will be entertained. Similarly no claim shall be entertained for business loss or any such loss.</p>
22.0	<p><b>Levy of Token Penalty</b></p>
22.1	<p><b>Extension of Time for delay due to Contractor (Clause 17-B of GCC):</b></p> <p><b>(i) With liquidated Damage (LD):</b> The time for the execution of the work or part of the works specified in the contract documents shall be deemed to be the essence of the contract and the works must be completed not later than the date(s) as specified in the contract. If the Contractor fails to complete the works within the time as specified in the contract for the reasons other than the reasons specified in Clause 17 and 17-A, the Railway may, if satisfied that the works can be completed by the Contractor within reasonable short time thereafter, allow the Contractor for further extension of time (Proforma 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, as 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.</p> <p>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.</p> <p>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.</p>

Signature of Tenderer

	<p>NOTE:</p> <p>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.</p> <p><b>(iii) Bonus for Early Completion of Work (Clause 17-C of GCC):</b> In case of open tenders having advertised value more than Rs. 50 crore and original period of completion 12 months or more, when there is no reduction in original scope of work by more than 10%, and no extension granted on either railway or Contractor's account, Contractor shall be entitled for a bonus of 1% to reach 30 days early completion of work. The period of less than 30 days shall be ignored while working out bonus. The maximum bonus shall be limited to 5% of original contract value. The completion date shall be reckoned as the date of Issuance of completion certificate by engineer.</p>
23.0	<b><u>TAXES</u></b>
23.1	The contractor shall be governed by the Taxes applicable at the place of actual execution of work.
23.2	<p>Taxes on works contract, octroi, royalty, toll tax, local tax on materials as well as services and any other tax levied by Central Govt./State Govt. or local bodies shall be borne by the tenderer. No part of such taxes on contractor's labour/material or any other account will be paid by the Railways. Therefore, the contractor must ascertain the various taxes levied by the concerned Govt. or local bodies at the place of execution of work and take into account for the same while quoting the rates. This should be kept in view before tendering.</p> <p><b>Note:</b></p> <p>(i) Works contracts shall be treated as supply of services as per Schedule-II of GST Act.</p> <p>(ii) GST Act and Rules issued from time to time by the Government/ concerned authorities shall be applicable.</p> <p>(iii) The successful Contractor/ suppliers/ service providers/ parties immediately after the award of tender shall register their firms under GSTIN (GST Identification Number) and submit at the time of opening of tender or before the signing the agreement and shall mention place of business, registered office address And email id.</p>
23.3	<p>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 &amp; 17A of GCC-2022 and the Contractor there upon properly pays such taxes/cess, the contractor shall be reimbursed the amount so paid.</p> <p>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.</p>
23.4	<p>Railways will deduct the taxes specified by the concerned Central Govt./State Govt./Local bodies if required to be deducted at source under the relevant laws as applicable on the date of making the payment. Railway will issue a certificate regarding tax so deducted. It will be responsibility of the contractor to make further correspondence with concerned Govt. or local bodies to ensure full deposition of the tax or</p> <p>For claiming a refund, if due, as is done in case of income tax.</p>
23.5	In case any tax is notified to be deducted at source from a specified date and certain payments have already been made in the period that lapsed between the date of applicability of tax and the actual date of implementation of the same, tax required to be deducted at source for this period will be recovered from the subsequent payment.

Signature of Tenderer

23.6	<p><b>Implementation of, The Building and Other Construction Workers (RECS) Act, 1996 and The Building and Other Construction Workers Welfare Cess Act, 1996 in Railway Contracts:</b></p> <p>The tenderers, for carrying out any construction work, shall get themselves registered with the Registering Officer under Section-7 of the Building and Other Construction Workers Act, 1996 and rules made there to by the concerned State Govt., and submit certificate of Registration issued from the Registering Officer of the concerned State Govt. (Labour Dept.). The Cess shall be deducted from contractor's bills as per Provisions of the Act.</p>
23.7	<p>(i) Contractor is to abide by the provisions of Payment of Wages act &amp; Minimum Wages act in terms of clause 54 and 55 of Indian Railways General Condition 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:</p> <p>(a) Contractor shall apply for one time 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.</p> <p>(b) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all LOAs issued in his favour.</p> <p>(c) The contractor once registered on the portal, shall provide details of his Letter of Acceptances (LOA)/Contract Agreements on shramik kalyan 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.</p> <p>(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.</p> <p>(e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour &amp; payments made there of after each wage period.</p> <p>(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 Shramik kalyan portal at ' <a href="http://www.shramikkalyan.indianrailways.gov.in">www.shramikkalyan.indianrailways.gov.in</a> ' till Month, _ Year.</p>
24.0	<p>All payments in respect of the contract during the currency of the contract shall be made through National electronic Fund transfer (NEFT) or Real Time Gross Settlement (RTGS). The successful tenderer on award of contract must submit RTGS/NEFT Mandate Form complete in all respects as detailed at <b>Annexure-J</b> of the tender document. However, if the facility of RTGS/NEFT is not available at a particular location, the payment shall be made by Cheque. In such case the successful tenderer on award of contract will have to furnish contractor's Bank Account Number and Name of the Bank against which all payments in respect Of the contract during the currency of contract shall be made.</p>

Signature of Tenderer

25.0	<p><b>Damage to the Railway Property:</b></p> <p>Contractor(s) executing the works adjacent to the existing Railway track for doubling, gauge conversion, yard remodeling etc. will take all care for avoiding any damage to the underground/OH services such as S&amp;T cables, electric cables/wires, pipelines/sewer lines etc. They must ensure that the work is started after obtaining clearance in writing from the Engineer-in-charge regarding the route for signaling/Electrical cables/water supply/sewer lines etc. However, if any damage occurs during execution, he will immediately report the same to the Engineer-in-charge and stop the work further till clearance for restarting the work is given by the Engineer-in-charge. It may be further noted that if it is proved that damage is occurred due to the negligence on the part of the contractor, the cost of the damage will be recovered from him/them. The decision of Engineer-in-charge will be final and binding upon the contractor(s).</p> <p>Penalty to be imposed for damages to cable shall be as under:</p> <table border="1" data-bbox="349 535 1323 772"> <thead> <tr> <th>Cable damaged</th><th>Penalty per location (Rs...)</th></tr> </thead> <tbody> <tr> <td>Only Quad cable or signaling cable</td><td>1.0 Lakh</td></tr> <tr> <td>Only OFC</td><td>1.25 Lakh</td></tr> <tr> <td>Both OFC &amp; Quad</td><td>1.5 Lakh</td></tr> </tbody> </table> <p><b>(As per CCE letter No. 247-Sig/OFC Cut/Rail-Tel/Pt. II dated 08-01-2020.)</b></p>	Cable damaged	Penalty per location (Rs...)	Only Quad cable or signaling cable	1.0 Lakh	Only OFC	1.25 Lakh	Both OFC & Quad	1.5 Lakh
Cable damaged	Penalty per location (Rs...)								
Only Quad cable or signaling cable	1.0 Lakh								
Only OFC	1.25 Lakh								
Both OFC & Quad	1.5 Lakh								
26.0(A)	<p>Master copy of the tender document will be available in the office of <b>Dy. Chief Signal &amp; Telecom. Engineer/Special/Tilak Bridge, Northern Railway, Tilak Bridge, New Delhi</b>. After award of work, an agreement will be drawn up. The agreement shall be prepared based on the master copy available in the office of <b>Dy. Chief Signal &amp; Telecom. Engineer/Special/Tilak Bridge, Northern Railway, Tilak Bridge, New Delhi</b> and not based on the tender documents submitted by the tenderer. In case of any discrepancy between the tender documents and the master copy, later shall prevail and will be binding on the tenderers. No claim on this account will be entertained.</p>								
26.0(B)	<p><b>Execution of Contract Document:</b> The Tenderer whose tender is accepted shall be required to appear in person at the office of General Manager/General Manager (Construction), Chief Administrative Officer (Construction), Divisional Railway Manager or concerned Engineer, as the case may be, or if tenderer is a firm or corporation, a duly authorized representative shall appear (there would be no need for appear in person if agreement is signed digitally) and execute the contract agreement within seven days of notice from Railways that the Contract Agreement is ready. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender. The Contract Agreement shall be entered into by Railway only after submission of valid Performance Guarantee by the Contractor. In such cases the Railway may determine that such tenderer has abandoned the contract and there upon his tender and acceptance thereof shall be treated as cancelled and the Railway shall be entitled to forfeit the full amount of the Bid Security and other dues payable to the Contract or under this contract. The failed Contractor shall be debarred from participating in the re-tender for that work.</p>								
27.0	<p><b>Off loading of Part (s) of Work:</b> 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 off loading 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-U), if the Engineer is of the opinion that:-</p> <p>(i) Such Off loading of works (up to 5% of original contract value) would enable successful completion of contract/work,</p>								

Signature of Tenderer

	<p>(ii) Termination/Part termination of the contract at this stage is not be in the interest of the Railway/work, and</p> <p>(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;</p> <p>The Contractor shall be informed,in due course,by the Engineer of the mode and cost of execution of such of flooded work through other agency (ies)(as per annexure-U-1).The extra expenditures o in curred in execution of the off loaded 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 off loading on execution of the balance contract.The Contractor shall have no claim on account of above mentioned off loading of works.</p>
28.0	<p><b>Maintenance Period:</b> The contractor will have to maintain the work for a period of <b>12months</b> from the date of completion of work as certified by Engineer-in-charge of the work.</p>
29.0	<b>PriceVariation Clause:-NOT APPLICABLE IN THIS TENDER</b>
29.1	<b>NA.</b>
29.2	<b>NA.</b>
29.3	<b>NA.</b>
29.4	<b>NA.</b>
29.5	<b>NA</b>
29.6	<b>NA</b>
29.7	<b>NA.</b>
29.8	<b>NA</b>
29.9(1)	<b>NA.</b>
29.9(2)	<b>NA.</b>
29.10	<b>NA.</b>
30.0	<p><b>Mobilization Advance:</b> <b>[Applicable for advertised tender value exceeding Rs.50crores]</b></p>
30.1	The tender/contract or may be granted a recoverable interest bearing mobilization advance up to10% of the contract value.The rate of interest will be applicable as circulated by Railway Board & shall be effective on the date of approval of payment ofMobilisation Advance by the Competent Authority.
30.2(a)	<p><b>Mobilisation Advance–</b></p> <p>This shall be limited to 10% of the Contract value and shall be paid in 2 stages :</p> <p>Stage 1– 5% of Contract Value on signing of the contract agreement.</p> <p>Stage 2 – 5% on mobilization of site-establishment, setting up offices, bringing in equipment and actual commencement of work.</p>

Signature of Tenderer

	<p>The stage 1 of advance shall be payable immediately after signing of contract agreement.</p> <p>The stage 2 of advance shall be payable at the time of mobilisation, only after submission of an utilization certificate by the contract or that the Stage 1 advance has been properly utilized in the contract.</p> <p>These Advances shall be payable against irrevocable guarantee (Bank Guarantee, FDRs) from a scheduled commercial bank of India of at least 110% of the value of the sanctioned advance amount (covering principal plus interest).</p>
30.2(b)	<p><b>Advance Against Machinery and Equipment–</b></p> <p>This advance shall be limited to a maximum of 10% of the contract value against new Machinery &amp; Equipment, involving substantial outlay, brought to site and essentially required for the work. This advance shall not exceed 75% of the purchase price of such Equipment and shall be payable when Equipment is hypothecated to the President of India by a suitable bond or alternatively covered by an irrevocable Bank Guarantee from a scheduled commercial bank of India for full cost of the Plant &amp; Equipment in a form acceptable to Railways. The Plant &amp; Equipment shall be insured for the full value and for the entire period, they are required for the work. This Plant &amp; Equipment shall not be removed from the site of work without prior written permission of the Engineer. No advance should be given against old Plant &amp; Machinery.</p>
	<p><b>Advances under sub clause (a) and (b) above, are subject to the following conditions-</b></p> <p>(i) The full amount of Advances shall be recovered from contractor dues. The recovery shall commence when the value of contract executed reaches 15% of original contract value and shall be completed when the value of work executed reaches 85% of the original contract value. The installments on each "on account bill" will be on pro-rata basis.</p> <p>Interest shall be recovered on the advance outstanding for the period commencing from the date of payment of advance till date of particular on-account bill (through which recovery of principal is effected) and adjusted fully against on-account bill along with pro-rata principal recovery. In the event of any short-fall, the same shall be carried forward to the next on-account bill and shall attract interest.</p> <p>(ii) The advances shall be used by the Contractor for the purpose of the Contract, and for the purpose for which they are paid. Under no circumstances, shall the advances be diverted for other purposes. Any such diversion shall be construed as a breach of the Contract and the Contractor shall be asked to return the advance at once and pay interest at 15% per annum till the advance is recovered back from him. The Contractor shall return the advance and pay the interest in one go without demur. The Contractor, if required by the Engineer shall provide the details of utilisation of Mobilisation advance.</p> <p>(iii) If the Contractor is found to have contravened the provision, it will constitute a breach of contract and Railway shall be entitled to terminate the contract and forfeit his Performance Guarantee as well as Security Deposit.</p> <p>(iv) In cases, where the Contract is rescinded as per clause 62 of the contract short closed under any other condition(s) of the contract, without making full recovery of advances and accrued interest thereon, by the Railway, such balance of advances and accrued interest thereon shall immediately be due and payable by the Contractor to the Railway. The same shall be recovered from any due of Contractor with the Government of India.</p>
31.0	<b>System of Measurement of work by Contractors in works Contract (Applicable for works tender having value Rs. 5 crore or more)</b>
31.01	Measurement of work by contractors shall be allowed only in works tender having value Rs. 5 crore or

Signature of Tenderer

	more.
31.02	Measurement recorded by the contractor shall be test checked by Railway within 45 days of submission of measurements.
31.03	While processing 75% provisional payment bill, concerned Dy.CSTE/C's shall ensure that supply items given by contractor are commensurate with requirement for execution of works.
31.04	For such contracts, contractor shall be responsible for carrying out measurements of work executed and recording of measurements for there lease of on account/final payment. In such cases,the detailed Procedure for recording of measurements, provisional payment, test check and final payment shall be as follows:
31.1	<b>Contractor's Measurement Book:</b>  Railway shall arrange contractor's measurement book(CMB),each having sheet No.1 A to 4A (Form E 1313),followed by 100 machine number pages (Form E1313, sheet No.5A).On the top of each sheet of CMB, there shall be provision for recording the name of the work,agreement number, name of contractor and CMB number.
31.2	CMBs shall be printed in such a way so as to keep clear margin of 50mm on the left side of page. Further, the left side shall have pin hole tear line at a distance of 15mm from edge for ease of taking out sheets from these books.The binding shall be within 15mm of the margin available between edge and pin hole tear line.This shall ensure availability of minimum35mm clear margin tore-bind measurement Books lateron.
31.3	<b>Movement and up keep of Contractor's Measurement Book:</b>  Dy.Chief Signal & Telecom Engineer/Special/ Tilak Bridge in Charge of contract (Dy.CSTE/SPL/TKJ) shall hand over required No.of CMBs to Assistant/Executive Engineer-in-charge of contract (AESTE/ESTE) after taking receipt of the same on sheet No. 2A (Form E.1313) for further issuance to contractor time to time as per Progress of work.
31.4	CMB shall be registered with unique No.in the Register of Measurement Books (Form E.1314) maintained in the office of Dy.CSTE/SPL/TKJ.Separateaccountable of CMBs for each agreement Shall be maintained in the office of Dy.CSTE/SPL/TKJ and AESTE/ESTE/SPL/TKJ.
31.5	In case of change of 'contractor's authorized engineer, fresh approval shall be taken from Dy.CSTE/C before recording of measurement.
31.6	While issuing the CMB to contractor, AESTE/ESTE/SPL/TKJ shall take out sheet No.2A to 4A from the CMB, take receipt of CMB from contractor on sheet No.3A (Form E 1313), and keep the same in safe custody.
31.7	Similar system as for CMB, shall be followed for issuing Field Book/Level Book(E.1317/A) to contractor For recording of levels in the field book/level book.
31.8	<b>Measurement:</b> The contractor's authorized engineer shall record the measurements in CMB neatly in his own hand writing,without any use of eraser/over writing,without use of any typing fluid or any such thing. All Cuttings shall be initialed.No page shall be damaged/destroyed.No page shall be kept blank inbetween the measurement.
31.9	The Contractor shall communicate the date of measurement to AESTE/ESTE in sufficient advance to witness any measurement.Witnessing of measurement by Railways is not compulsory except for initial levels in case of earthwork and hidden measurements.Initial levels of earthwork and hidden Measurements are to be recorded in the presence of railway officials and test checked as prescribed.
31.10	In On account contract certificate, measurement shall be recorded for the items and quantities to be paid in The concerned on account contract certificate.
31.11	However, in every 4th on account contract certificate and final contract certificate, the recording of measurement for works executed shall include all the items and their quantity included in previous on account contract certificates, irrespective of whether to be paid or not in the current On Account Contract Certificate/Final Contract Certificate.

Signature of Tenderer



31.12	No payment shall be processed on Lump sum measurement taken by contractor's authorized engineer except for earth work. For earth work, every 4 <sup>th</sup> bill shall be based on actual levels taken and detailed calculations carried out for the work done.
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Signature of Tenderer

31.13	The contractor shall take out carefully from CMB the used pages of CMB with one extra blank page for Processing the bill; staple them for submission to AESTE/ESTE along with bill, duly signing the measurements. The contractor shall keep a photocopy of the measurements with him for future reference.										
31.14	At the time of submission of final bill, the contractor shall submit all the remaining CMBs (un used as well As partially used) with him alongwith bill to AESTE/ESTE.										
31.15	The contractor shall submit required copies of invoice and on account contract certificate/final contract certificate (similar to form E.1337 and Form E.1338) to the AESTE/ESTE duly marking them—original or Duplicate copy. Original shall be used for release of payment where as duplicate copies shall be used for record purpose in different offices.										
31.16	In case contractor requires provisional payment of on-account bill, the contractor shall submit his invoice and provisional on account contract certificate for 75% of amount of work done (before deduction of taxes). The contractor shall write 'For Provisional Payment' on top of such on-account contract certificate.										
31.17	AESTE/ESTE while issuing receipt of stapled sheets of CMB to contractor shall clearly record the same in Sheet 4(E.1314) of concerned CMB, kept in the office of AESTE/ESTE.										
31.18	<p><b>Release of Provisional Payment</b></p> <p>Senior Section Engineer/'Junior Engineer with 5 year experience' (SSE/JE) and AESTE/ESTE shall sign and record a certificate on the original provisional 'on account contract certificate' as under:</p> <p>"Certified that the payment being made is less than the amount due for the quantities of works executed by the contractor".</p> <p>In case of payment of earth work items in any contract, calculation of quantity of such items alongwith field book/level book must be enclosed. This shall be cross checked, as considered appropriate by SSE/JE &amp; AESTE/ESTE, to ensure that no excess payment is being made. At this stage no test check of measurements by railway is required.</p>										
31.19	AESTE/ESTE shall keep a copy of contractor's invoice and provisional on account contract certificate in his office, and submit original invoice and original provisional on account contract certificate alongwith Required number of duplicate copies, and used sheets of CMB to the Dy. CSTE/Special/Tilak Bridge unit for passing the bill and release of payment.										
31.20	The provisional on account contract certificate shall be passed by Dy. CSTE/ Special/Tilak Bridge and payment shall be released by associate finance based on above certification of SSE/JE and AESTE/ESTE. After release of payment, blank sheet of CMB (if any) shall be crossed by Dy. CSTE/ Special/Tilak Bridge before sending the measurement sheets back to AESTE/ESTE for carrying out required test checks. At this stage measurements shall not Be crossed.										
31.21	No provisional payment shall be allowed in final contract certificate. Further, once provisional payment has been released in any on-account contract certificate, the next on account contract certificate can be Raised by contract or only when accounts of previous on account certificate (Provisional as well as remaining payment) has been finalized.										
31.22	<p><b>Test Check</b> Necessary test checks shall be carried out by the SEE/JE and AESTE/ESTE for the works done before full payment of on-account contract certificate/final contract certificate. SEE/JE and AESTE/ESTE shall communicate the date of test checks to contractor in advance. The contractor can accompany during test check. The contractor shall provide support staff and all required tools and plants to facilitate test check by railway officials.</p>										
31.23	<p>The stipulated test checks for AESTE/ESTE and SSE/JE Level is tabulated as under:</p> <table><tr><th rowspan="2">S. No.</th><th rowspan="2">Description of Works</th><th colspan="2">Test Check in term of % of value by</th></tr><tr><th>SSE/JE</th><th>Jr Scale/ Sr Scale</th></tr><tr><td>(a)</td><td>Measurement of Ballast, pitching stone,</td><td>100%</td><td>100%</td></tr></table>	S. No.	Description of Works	Test Check in term of % of value by		SSE/JE	Jr Scale/ Sr Scale	(a)	Measurement of Ballast, pitching stone,	100%	100%
S. No.	Description of Works			Test Check in term of % of value by							
		SSE/JE	Jr Scale/ Sr Scale								
(a)	Measurement of Ballast, pitching stone,	100%	100%								

Signature of Tenderer

		<b>Earth work and hidden items</b>		
	(b)	<b>Measurement of all other items</b>	<b>100%</b>	<b>20%</b>
	(c)	<b>Initial and Final levels along center line for earth work in embankment and cutting</b>	<b>100%</b>	<b>100%</b>
	(d)	<b>Intermittent levels along Centre line for earth work in embankment and cutting</b>	<b>100%</b>	<b>20%</b>
	(e)	<b>Initial, intermittent and final levels except Centre line for earth work in embankment and cutting</b>	<b>100%</b>	<b>20%</b>
	Note: The check regarding levels of earth work invariably shall be carried out in cross sections having heavy cross slopes.			
31.24	Contractor's recorded measurement sheets shall be checked for any corrections/overwriting during test check. All the corrections/overwriting shall be initialed by SSE/JE.			
31.25	The discrepancy noted (if any) during test check of recorded measurement shall be communicated by AESTE/ESTE to the contractor.			
31.26	In case of discrepancy noticed during test check, the contractor shall submit original and required copies of fresh invoice of amount corrected for discrepancy, and in case provisional payment has been released earlier, the required copies of fresh invoice of remaining amount corrected for discrepancy (if any), along with on account/final contract certificate to AESTE/ESTE.			
31.27	<b>Full payment of On Account Contract Certificate/Final Contract Certificate</b>  AESTE/ESTE shall submit original copy of invoice and on account contract certificate of remaining amount/Final Contract Certificate, along with required number of duplicate copies and used sheets of CMB (all used/blank CMBs in case of final contract certificate), duly signed by SSE/JE and AESTE/ESTE to the Dy. CSTE/Special/Tilak Bridge for passing the bill and release of payment.			
31.28	Once the payment is released, Dy. CSTE/Special/Tilak Bridge shall return back the used sheets of CMB to AESTE/ESTE for safe custody, duly crossing of measurements by finance officer.			
31.29	Once all used sheets of a particular CMB are received back by AESTE/ESTE from Dy. CSTE/Special/Tilak Bridge, the AESTE/ESTE shall re-bind all 100 pages of CMB along with sheet No. 1A to 4A for submission of CMB to Dy. CSTE/Special/Tilak Bridge and Dy. CSTE/Special/Tilak Bridge office shall record the receipt of same in sheet No. 2A of CMB and Register of Measurement Books (Form E1314).			
31.30	The final contract certificate shall be passed by Dy. CSTE/Special/Tilak Bridge only after receipt of all CMBs (used/blank) from AESTE/ESTE.			
31.31	The provisions of this para 1316A shall be applicable to all the departments of Indian Railways and to be executed through equivalent authorities of respective departments.			
	<div style="text-align: right;">E.1313</div> <div style="text-align: center;">(Sheet 1A)</div> <div style="text-align: center;"> Railway.....  CMB No..... </div> <div style="text-align: center;">CONTRACTOR'S MEASUREMENT BOOK</div> <div style="text-align: center;"> Department.....Division/Construction  Unit.....  Name of work.....  Agreement No..... </div>			

Signature of Tenderer

	<p>Name of Agency.....</p> <p>Name to whom issued.....</p> <p>Designation.....</p> <p>Date of issue.....</p> <p>Date of return.....</p>
	<div style="text-align: right;">E.1313 (Sheet2A)</div> <div style="text-align: center; margin-top: 20px;">             Railway .....              CMB No. ....  <b>CONTRACTOR'S MEASUREMENT BOOK</b> </div> <p>Department.....</p> <p>Division/Construction Unit..... Name of work.....</p> <p>Agreement No.....</p> <p>Name of Agency.....</p> <p>Issued to.....</p> <p style="text-align: center;">(Name &amp; Designation)</p> <p>..... On..... (station) (date)</p> <p>Received by..... (Signature)</p> <p>..... (Designation) (Station)</p> <p style="text-align: right;">On.....</p>

Signature of Tenderer

	<p style="text-align: right;">(date)</p> <p>Date of first entry.....</p> <p>Date of last entry.....</p> <p>Date received back in Division/Const. Unit</p> <p>Office after completion of book .....</p> <p>Certified that this Measurement Book contains 100 machine numbered pages from  .....to ..... (both pages inclusive) which have been counted by me and are correct.</p> <p style="text-align: right;">Signature.....</p> <p style="text-align: right;">Designation.....</p> <p>Date.....</p>
--	---

Signature of Tenderer

E.1313  
(Sheet3A)

Railway.....

CMB No.....

## CONTRACTOR'S MEASUREMENT BOOK

Name of work.....

Agreement No.....

Name of Agency.....

Issued to.....

(Contractor's name)

..... on.....

(station) (date)

Certified that this Measurement Book contains 100 machine numbered pages from .....to .....(both pages inclusive) which have been counted by me and are correct. No Sheet is torn.

I understand that the measurement book is very important document and hence I shall ensure its proper Upkeep and safe custody.

Received by.....

(Signature of contractor)

.....

(Name)

.....

(Station)

(Date)

Date of first entry.....

Date of last entry.....

Certified that this Contractor's Measurement Book pages returned by contractor have been counted by me And are correct. The details of pages received by me is as under:

S.N	On Account Bill No.	Page No. From..... To.....	No.ofpages	Date of receipt in AESTE/ESTE Office	Sign & Designation of Railway Official
1					
2					
3					
4					

E.1313  
(Sheet4A)

Railway.....

Signature of Tenderer

[illegible]

# CONTRACTOR'S MEASUREMENT BOOK

Name of work.....

Agreement No.....

Name of Agency.....

## INDEX OF M.B.

[illegible]

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31.

32.0	<b>‘Letter of Credit’ as Mode of Payment in Works Tenders or Service Tenders (Applicable for works Or Service tenders having value Rs.10 lakh and above)</b>
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32.1	For all the tenders having advertised cost of Rs10lakh or above,the contractor shall have the option to take payment from Railways through a letter of credit(LC) arrangement.
------	--

32.2	This option of taking payment through LC arrangement has to be exercised in IREPS (Indian Railway Electronic Procurement System-the E-application on which tenders are called by Railways) by the Tenderer at the time of bidding itself, and the tenderer shall affirm having read over and agreed to the terms and conditions of the LC option.
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32.3	The option so exercised, shall be an integral part of the bidder's offer.
------	---

32.4	The above option of taking payment through LC arrangement, once exercised by tenderer at the time of bidding, shall be final and no change shall be permitted, thereafter, during execution of contract.
------	--

32.5	Incase tenderer opts for payment through LC, following shall be the procedure to deal release of payment through LC:
------	--

- (a) The LC shall be a sight LC.
- (b) The contractor shall select his Advising/Negotiating bank for LC. The incidental cost towards issue of LC and its operation there of shall be borne by the contractor.
- (c) SBI, New Delhi, Main Branch will be the nodal branch for issue of LCs based on on line requests received from Railway Accounts Units for tenders opened in financial year 2018-19. SBI branches where the respective Railway Accounts Office has its Account (local SBI branch) will be the issuance/reimbursing branch for LC issued under this arrangement. The Bank shall remain same for this tender till completion of contract. The incidental cost@0.15% (or as revised from time to time) per annum of LC value, towards issue of LC and operation there of shall be borne by the contractor and shall be recovered from his bills.
- (d) The LC shall be opened initially for duration of 180 to 365 days in consultation with contractor. The LC shall be extended time to time as per the progress of the contract, on the request of the contractor. The value of LC to be opened initially as well as extended thereafter shall be finalized by the engineer in consultation with the contractor on the basis of expected progress of work.
- (e) The LC terms and conditions shall inter-alia indemnify and save harmless the Railway from and

Signature of Tenderer



	<p>against all losses, claims and demands of every nature and description brought or recovered against the Railways by reason of any act or omission of the contractor, his agents or employees, in relation to the Letter of Credit (LC). All sums payable/borne by Railways on this account shall be considered as reasonable compensation and paid by contractor.</p> <p>(f) The LC terms and conditions shall inter-alia provide that Railways will issue a Document of Authorisation (format enclosed as Annexure P-2) after passing the bill for completed work, to enable contractor to claim the authorized amount from their bank.</p> <p>(g) The acceptable, agreed upon document for payments to be released under the LC shall be the Document of Authorisation.</p> <p>(h) The Document of Authorisation shall be issued by Railway Accounts Office against each bill passed by Railways.</p> <p>(i) On issuance of Document of Authorisation, a copy of Document of Authorisation shall be posted on IREPS for download by the contractor. A digitally signed copy of Document of Authorisation shall also be sent by Railway Accounts Office to Railway's bank (Local SBI Branch).</p> <p>(j) The contractor shall take print out of the Document of Authorisation available on IREPS and present his claim to his bank (advising Bank) for necessary payments as per LC terms and conditions. The claim shall comprise of copy of Document of Authorisation, bill of exchange and Bill.</p> <p>(k) The payment against LC shall be subject to verification from Railway's Bank (Local SBI Branch).</p> <p>(l) The contractor's bank (advising bank) shall submit the documents to the Railway's Bank (Local SBI Branch).</p> <p>(m) The railway's bank (issuing bank) shall, after verifying the claim so received w.r.t. the digitally signed Document of Authorisation received from Railway Accounts Office, release the payment to contractor's bank (advising bank) for crediting the same to contractor's account.</p> <p>(n) Any number of bills can be dealt within one LC, provided the sum total of payments to contractor is within the amount for which LC has been opened.</p> <p>(o) The LC shall be closed after the release of final payment including PVC amount, if any, to the contractor.</p> <p>(p) The release of performance guarantee or security deposit shall be dealt directly by railway with the contractor i.e. not through LC.</p>
32.6	For opening of LC, executive department shall make a request letter to concerned Accounts Department On a format, placed as Annexure-P-1.
33	<b>Penalty for Bursting of Traffic/Power Block</b>
33.1	For Traffic and/or Power Blocks of more than 3 hours duration, which are required for the execution of work, the Contractor shall submit a scheme for execution of work with details of machines to be deployed, man power, block requirement, shifting of infringements, protection work etc to the Engineer well in time for approval. The proposed scheme should be prepared with sufficient resources so that block requirement is minimized. In case Engineer is not satisfied with the proposed scheme, the contractor has to modify the same as advised by the Engineer and the decision of Engineer in this regard shall be final and binding upon the contractor.
33.2	For Traffic and/or Power Blocks upto 3 hours duration, which are availed on day to day basis as per requirement of the work, the Contractor shall be required to deploy sufficient manpower and machinery to complete the work within sanctioned block duration and procedure detailed in para 33.1 above will not be necessary.
33.3	The work has to be carried out in an optimum duration of block so as to cause minimum interruption to traffic. Traffic blocks duration (for Engineering/TRD/S&T works) for the work shall be decided by the Engineer in consultation with the contractor and divisional traffic department.
33.4	Contractor will abide by indicated booked/sanctioned block time and will arrange sufficient man power, Machines and materials including stand by requirements for completion of work in time.
33.5	All machines like cranes, excavators like Poclains, JCBs etc deployed for block should be in good fettle And working condition and should not be more than 5 years old. Contractor shall also arrange additional

Signature of Tenderer

	Stand by machines to deal with exigencies in case of any unto ward incident/breakdown. Additional machine operators/mechanic should also be deployed by the contractor if block duration is more than 8 hour.								
33.6	Usually blocks are taken for Engg., TRD & S&T works. Above term “ <b>Block</b> ” should be read as sum time of all three blocks (Engg., TRD & S&T). Such blocks may be only <b>Traffic Block</b> or only <b>Power Block</b> or <b>Traffic cum Power Block</b> .								
34	<b>Conditions for Imposition of Penalty:-</b>								
34.1	<p>In case of block bursting, concerned Engineer [Deputy Chief Engineer (Construction)/Deputy Chief Electrical Engineer (Construction) / Deputy Chief Signal &amp; Telecommunication Engineer (Construction)] will give the penalty as per clause 35, if he is of the view that the bursting of the block was wholly or partly due to contractor's default in arranging adequate and suitable man power and machinery or failure of machinery provided by the contractor etc. In case of block bursting due to multiple reasons including contractor's default (e.g. delay/obstruction by Railway or other contractor or natural causes such as heavy rains, earth slippage etc), time duration of bursting due to contractor's default will be assessed by the Engineer and penalty for that duration shall be imposed.</p> <p>However, in case of Category-I blocks as defined in para 35.1, normally no penalty shall be imposed for occasional block bursting upto 15 minutes. However, if it is observed that contractor is habitual of block bursting repeatedly, the Engineer at its discretion may impose suitable token penalty even for block bursting of less than 15 minutes.</p>								
34.2	In case if contractor is not satisfied with imposition of penalty, he can submit his representation to Chief Engineer/Chief signal & telecom engineer, who will consider Contractor's representation and convey his decision which shall be final and binding upon the contractor.								
35	<b>Blocks shall be categorized depending upon duration of block as given below:-</b>								
35.1	<p>Category-I : Blocks upto 3 hours duration</p> <p>Category-II: Blocks more than 3 hours and upto 24 hours duration</p> <p>Category-III: Blocks more than 24 hours and upto 1 week duration</p> <p>Category-IV: Blocks more than 1 week and upto 1 month duration</p> <p>Category-V: Blocks more than 1 month duration</p>								
35.2	<b>Penalty as per block category shall be levied in case of block bursting as given below:-</b>								
35.2.1	<p><b>Category-I Block</b></p> <table border="1"> <thead> <tr> <th>Duration of Block Bursting</th><th>Penalty</th></tr> </thead> <tbody> <tr> <td>Upto 15 minutes</td><td>Normally Nil, but a penalty of value to be decided by Engineer may be imposed if the Contractor is bursting the blocks habitually and repeatedly.</td></tr> <tr> <td>More than 15 minutes and upto 30 minutes</td><td>Rs.2,000/-</td></tr> <tr> <td>More than 30 minutes</td><td>Rs.2,000 plus Rs.3,000 for each subsequent 15 minutes or part thereof</td></tr> </tbody> </table>	Duration of Block Bursting	Penalty	Upto 15 minutes	Normally Nil, but a penalty of value to be decided by Engineer may be imposed if the Contractor is bursting the blocks habitually and repeatedly.	More than 15 minutes and upto 30 minutes	Rs.2,000/-	More than 30 minutes	Rs.2,000 plus Rs.3,000 for each subsequent 15 minutes or part thereof
Duration of Block Bursting	Penalty								
Upto 15 minutes	Normally Nil, but a penalty of value to be decided by Engineer may be imposed if the Contractor is bursting the blocks habitually and repeatedly.								
More than 15 minutes and upto 30 minutes	Rs.2,000/-								
More than 30 minutes	Rs.2,000 plus Rs.3,000 for each subsequent 15 minutes or part thereof								
35.2.2	<p><b>Category-II Block</b></p> <table border="1"> <thead> <tr> <th>Duration of Block Bursting</th><th>Penalty</th></tr> </thead> <tbody> <tr> <td>Upto 30 minutes</td><td>Rs.10,000/-</td></tr> </tbody> </table>	Duration of Block Bursting	Penalty	Upto 30 minutes	Rs.10,000/-				
Duration of Block Bursting	Penalty								
Upto 30 minutes	Rs.10,000/-								

Signature of Tenderer

	More than 30minutes and upto 1 hour	Rs.30,000/-	
	More than 1hour	Rs.30,000 plus Rs.50,000for each subsequent half an hour or part there of	
35.2.3	<b>Category-III block</b>		
	<b>Duration of Block Bursting</b>	<b>Penalty</b>	
	Upto 6hours	Rs.50,000/-	
	More than 6 hours	Rs.50,000 plus Rs.75,000 for each subsequent 6 Hours or part there of	
35.2.4	<b>Category-IV block</b>		
	<b>Duration of Block Bursting</b>	<b>Penalty</b>	
	Upto 1day	Rs.1,50,000/-	
	More than 1day	Rs.1,50,000 plus Rs.2,00,000 for each subsequent Day or part there of	
35.2.5	<b>Category-V block</b>		
	<b>Duration of Block Bursting</b>	<b>Penalty</b>	
	Upto 1day	Rs.50,000/-	
	More than 1day	Rs.50,000/-plus Rs.1,00,000for each subsequent Day or part there of	
35.3	Duration of block bursting to be considered in clause 35.2 above shall be the duration for which the block exceeded/bursted on account of contractor's default as per assessment of the Engineer.		
35.4	<b>Penalty for non availing of Blocks and Premature Cancellation of Blocks:</b>  In case of a sanctioned block could not be availed on account of contractor's failure to deploy adequate man power and machinery at site or sanctioned block had to be prematurely cancelled due to machinery breakdown or any other reason on account of contractor, the Engineer shall impose suitable token penalty which shall be not less than Rs.1lakh per such occasion for sanctioned blocks of more than 4hrs duration.		
35.5	Total penalty calculated in terms of clause 35.2&35.4 above shall be subject to an upper limit of 5% of the contract value.		
<b>36</b>	<b>EXECUTION OF WORKS</b>		
<b>36.1</b>	<b>Contractor's understanding:</b> 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 there in and all other matters which can in any way affect the works under the contract.		
<b>36.2</b>	<b>Commencement of Works:</b> 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		
<b>36.3</b>	<b>Accepted Programme of Work:</b> 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		

Signature of Tenderer

	<p>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.</p> <p><b>In Contracts for works of New Line/Gauge Conversion/Doubling/Railway Electrification, finalized through Tenders having advertised value more than Rs. 100 crores, the Contractor shall submit a detailed time programme to the Engineer within 30 days after issue of LOA. The program shall include the physical and Financial Progress vis-à-vis program and forecast cashflow 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 in consistent with actual progress. Each programme shall include:</b></p> <p><b>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 &amp; Equipment, required on the Site for each major stage.</b></p> <p><b>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.</b></p> <p><b>If, at any time, the Engineer gives notice to the Contractor that a programme fails (to the extent stated) to comply with the Contractor 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</b></p> <p><b>In accordance with this Sub-Clause.</b></p>
36.4	<p><b>Setting out of Works:</b> 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.</p> <p>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.</p>
37.0	<p><b>Challenge to Arbitration Award</b></p>
	<p>In case arbitration award is challenged by a party in the Court of Law, 75% of award amount, pending adjudication by Court of Law, shall be made by party to other party. In case payment is to be made by Railway to Contractor, the terms &amp; conditions as in corporate in the Ministry of Railways letter No. 2016/CE(I)/CT/ARB/3(NITI Aayog)/Pt.dated 08<sup>th</sup> Mar, 2017 as amended from time to time, shall be</p>

Signature of Tenderer

	followed. In case Contractor has to pay to the Railway, then 75% of the award amount shall be deducted by the Railway from the Contractor's bills, Performance Guarantee/Security Deposit or any other dues of Contractor with the Government of India.
38.0	<p>In case of any legal dispute, Jurisdiction of Courts in Delhi / New Delhi / ----- are the only shall be applicable.</p> <p style="text-align: center;">Dy. CSTE/SPL/TKJ/NDLS,</p> <p style="text-align: center;">....., Northern Railway,</p> <p style="text-align: right;">,</p> <p>Signature of the Tenderer/s</p> <p>Address _____</p>
39.0	<b>ENGAGEMENT OF QUALIFIED ENGINEER:</b> As per Special Condition of the Contract.
40.0	<p><b><u>EXECUTION OF WORK</u></b></p> <p>All the work shall be executed in strict conformity to the provisions of the contract document and according to detailed drawings, specifications and instructions as may be approved from time to time by Railway based on detailed design and engineering carried out by contractor in line with requirements as per contract document. The contractor shall be responsible for ensuring that the work throughout are executed in their cost substantial, proper and workmanlike manner with the quality of material and workmanship in strict accordance with the specifications and as per sound industrial practices and to the entire satisfaction of the Railway. In case of any doubts regarding any particulars of construction and any ambiguities in the plans, the decision of the purchaser's engineer shall be final and binding on the contractor.</p>
41.0	<p><b><u>SUPPLY OF TECHNICAL LITERATURES, DOCUMENTATION, DRAWINGS &amp; COMPLETION PLANS ETC:</u></b></p> <p>a. The supply of equipment and materials shall include supply of two sets of printed documents from the original equipment manufacturers with each equipment. The documents should include all software documentation required for the equipment.</p> <p>b. Except where printed documents are supplied with each equipment by original equipment manufacturer, all other documentation and information shall be prepared using CAD. All the documentation and drawings etc. shall be supplied in two sets of floppies. The drawings etc. shall also be supplied in duplicate on Copier/map litho white paper of suitable size taking out copies on plain paper copier. In addition our complete sets of such documents shall also be supplied for ready use duly bounded in good plastic folders.</p> <p>c. The supply of equipment and materials shall also include necessary documentation related to training on the maintenance of equipment in sufficient number of copies and one DVD to the extent specified elsewhere in this agreement.</p> <p>Other than the material to be supplied as per the schedule, Volume-II indicates the list of materials to be supplied by the Contractor free of cost but not limited to, as required for completing the work as per standard plans, drawing etc. In addition to the above, if any other petty material which may be considered Necessary for execution of the work according to specification of drawing is required, the same shall be</p>

Signature of Tenderer

	Supplied by the Contractor free of cost.
42.0	<p><b><u>DISPOSAL OF EMPTY CABLE DRUMS:</u></b></p> <p>Empty cable drums, wooden crates and other packing materials used for supply of Railway materials to the Contractor shall be the property of the Contractor excepting the cable drums having un used cable exceeding 50 Mtr.length. This cable will be rolled back in the same cable drum and handed over to the Railway Engineers. If otherwise, the cable can be handed over loose, then cost of the cable drum shall be recovered <b>at the rate of Rs. 300/-per empty drum</b> from the bills of the Contractor.</p>
43.0	<p><b>STORAGE OF MATERIALS</b></p> <p>The storage of materials, tools and machinery used by the contract or shall be done in an orderly manner and any thing used by the contractor for the execution of the work should in no way caused anger or Hindrance to the working of the Rly.or to the movement of its staff or passengers.</p>
44.0	<p><b>INDEMNITY BOND AND STANDING BANK GUARANTEE AGAINST MATERIALS SUPPLIED TO CONTRACTOR</b></p>
44.1	<p>Security of all materials in the section where the work is in progress shall be the Contractor's responsibility and he shall arrange to guard the same from thefts by out siders or his labour. In the event of any loss, the Contractor shall be responsible to that effect and shall execute an indemnity bond for the materials that will remain in his custody, which has been supplied by the Railways. The stores lost, when under custody of the Contractor, will be made good by the Contractor.</p>
44.2	<p>The contractor shall furnish a standing Indemnity Bond in <b>Annexure-AD</b> for materials supplied to him by Railways. The contract or shall also furnish a Standing Bank Guarantee as per <b>Annexure-A E</b> for a sum of Rs.1,00,000/-(Rupees One Lakh only) for materials supplied by Railway direct from the time he commences taking delivery of the materials to the time the materials are used in execution of work and quantities finally reconciled.</p>
45.0	<p><b>TESTS &amp; MEASURING INSTRUMENTS, SPECIAL TOOLS AND INSTALLATION MATERIAL</b></p> <p>The contractor shall make such tests as may be necessary to demonstrate to the satisfaction of the Railway that the apparatus and the system as installed are in accordance with the specification and contract. The contract or shall provide such instrument and apparatus as may be necessary for conducting such tests.</p> <p>The following tests on equipment and installation shall be made</p> <ol style="list-style-type: none"> <li>Service tests to determinethatprotectivedevicefunction as intended.</li> <li>Service test to determinethatcontrol system function as intended.</li> <li>Test to determinethatall circuits conform to approved circuit plan by individually electrically checking each contact/selection.</li> <li>Test of all electrically operated devices to determine that its electrical operating characteristics are in accordance with specifications designated by the Railway.</li> <li>Test of insulation resistance of each completed circuit in accordance with engineering's instruction.</li> <li>The insulation resistance shall be not less than as specified in the Signal Engineering Manual issued by the Ministry of Railways.</li> <li>The responsibility of fault location of the defective or in operative installation during the execution and testing restoration there of shall be that of the contractor.</li> <li>The contractor shall co-operate in conducting tests and trials and wherever defects/deficiencies are required to be attended to or made good, will be complied with promptly.</li> </ol>
46.0	<p><b>INSPECTION OF MATERIALS/INSPECTION OF INSTALLATION</b></p> <p>In addition to what is indicated in General Conditions of Contract, following shall also be adhered to by Tenderer: -</p> <ol style="list-style-type: none"> <li>Electrical/Electro mechanical items shall be inspected by the RDSO as per existing policy.</li> <li>Mechanicals items shall be inspected by the RITES as per existing policy.</li> </ol>

Signature of Tenderer

46.1	<p><b><u>PROTO TYPE TESTING</u></b></p> <p>i) The equipment with valid type approval shall be supplied by the contractor (after the prototype is approved by the inspecting agency ).Proto type testing is not required for those equipment for which the type approval have already been issued by the Research, Design &amp; Standards Organisation,Lucknow.</p> <p>ii) In respect of equipment ordered to TEC specifications, valid type approval already issued by TEC will be acceptable.</p> <p>iii) In case proto type testing be comes necessary, the contractor shall offer two nos. of proto type units of each equipment fully meeting the technical specifications and providing all facilities for proto type approval by Railways within the time schedule specified in the tender. The approval will be given by the Railways after joint tests by the contractor and railways. At least one qualified Engineer of the contractor who is fully conversant with the equipment shall be associated throughout the prototype testing and he will be coordinating the prototype testing and shall be responsible for preparing test reports. These tests will include factory testing including environmental testing and at least two months of field evaluation trials.</p> <p>iv) All cost of all tests for prototype approval shall be borne by the contractor. Railways shall provide facilities of building and power supply free of cost for field trial only.</p> <p>v) In case adequate test facilities and test instruments required for prototype testing cannot be made available within the country, such tests shall be carried out at the manufacturing plantof the collaborators or any other test center abroad agreed mutually. Railways shall nominate two engineers for supervising the test, which will be in addition to the engineers nominated by the contractor for this purpose.All costs for such test abroad and Railway personnel shall be borne by the contractor including the Traveling and staying charges of Railway personnel.</p> <p>vi) Tenderer shall submit a complete plan for prototype testing and approval, giving the detailed test procedure, the type and specification of measuring instruments used.The test procedure may be modified by the railway in consultation with contractor to ensure that the prototype is tested as per technical specifications. All measuring instruments and other accessories required for the prototype testing and approval shall be provided by the contractor free of cost.</p> <p>vii) The plan for field testing of prototype equipment shall be so prepared that all major sub system could be tested in an integrated link to confirm that the equipment of various design and manufacture shall interface properly and perform as per required specifications.</p>
47.0	<p><b><u>INSPECTION</u></b></p> <p>Inspection of all materials to be supplied under this contract will be carried out by the Railway. The insp. charges of inspection will be on the Railway's account subject to other provisions here in contained. The contractor shall give at least 4 weeks notice to the purchaser or his nominee to enable him to arrange necessary inspection.</p> <p>Materials appearing in RDSO approved list as per IRS/RDSO design or specification shall be inspected by RDSO before they are finally used in works. Materials other than this will be inspected by purchaser/Engineer or his representative/RITES. Telecom items of DOT/TEC specification which are inspected by RDSO usually shall also be got inspected by RDSO.</p> <p>In case RDSO do not inspect an item on account of item being of small value or shows inability to inspect the material for any reasons, the same may be inspected by consignee or any other Railway representative. The cost of all test and/or analysis affected at the manufacture/contractor's works shall be borne by the contractor.The expenses of travel, boarding and lodging for Railway'sEngineer/agent deputed for inspection shall be borne by the Railway.</p>

Signature of Tenderer

	<p>Materials put up for inspection shall be exactly for the type and quantity laid do within the schedule of works. Any variation shall require the prior approval of the Railway before the material is manufactured or tendered for inspection.</p> <p>Railway's Engineer will, inspect and test the work at all stages and shall have full powers to reject all or any work that may be considered defective or inferior in quality of material of poor workmanship or design. The contractor shall carryout such tests at his cost as are necessary in the opinion of the Railways to ensure necessary compliance of the specifications of the contract.</p> <p>All material brought to site can be erected only after inspection and acceptance by the Engineer in charge or his authorized representative.</p> <p>During the execution of the contract, samples may be taken for the purpose of test and/or analysis under the conditions laid down in specifications, such samples to be prepared for testing and forwarded to the testing agency and shall be free of all cost of the Railway.</p> <p>The contractor will be called upon to pay all the expenses incurred by the Railway in respect of any work or materials found to be defective or of inferior quality, adulterated or otherwise unacceptable.</p> <p>The completed installation at all stages shall be subjected to checks and test as decided by Railways and the contractor shall be liable to remedy such defects as discovered during these checks and test and make good all deficiencies broughtout. However, complete installation will be taken over finally on completion of the full system, it will be the responsibility of the contractor to rectify any discrepancy noticed within a period of one month from the date the complete system is taken over. For the purpose of taking over, joint inspection will be carried out by ESTE/AESTE and SSE(Sig)/SSE(Tele). The contractor should make himself or his representative available at the time of joint inspection. The decision of the Engineer shall be final in the matter.</p> <p>The contractor shall advise the Railway 15 days in advance the time when his portion of the work will be completed by him and be ready for inspection. The Railway will make inspection after the advice of completion of work is received from the Contractor.</p> <p>Although the contractor's portion of the work shall be inspected by the Railway as indicated above, it is possible that certain defects may appear at the time of installation. The contractor shall be responsible to rectify these defects to the satisfaction of the Railway.</p> <p>During inspection of installation by Railway Engineer the contractor shall make such tests as would be necessary to demonstrate to the satisfaction of the Railway that the work as completed by him is in accordance with the specifications of the contract. The contractor shall provide such instruments and apparatus as may be necessary for making these tests.</p> <p>In case of cable laying before the cables are actually laid contractor's representative and the Engineer's representative shall jointly inspect the quality and depth of trenches, chases, quality of bricks and arrangements for tamped filling. The measurements of length for all these items will be suitably recorded by the Engineer's representative who will permit the laying of cables after issuing the certificates in <b>Annexure-A</b> Enclosed that the above work have been done as required by the Specifications.</p>
48.0	<p><b>INSPECTING OFFICER-POWER OF REJECTION</b></p> <p>Inspecting Officer will have powers to reject the store, If</p> <ol style="list-style-type: none"> <li>They are not in accordance with the contractor owing to the adoption of any unsatisfactory method of manufacture.</li> <li>To reject any stores submitted as not being in accordance with the particulars.</li> <li>To reject the whole of the installment tendered for inspection if after inspection of such portion thereof, as he may in his discretion think fit, he is satisfied that the same is unsatisfactory.</li> <li>To mark the rejected stores with a rejection mark, so that they may be easily identified if resubmitted.</li> </ol>

Signature of Tenderer



	e) The Inspecting officer's decision as regards the rejection shall be final and binding on the contractor.
49.0	<p><b>CONSIGNEE'S RIGHT OF REJECTION</b></p> <p>Notwithstanding any approval which the inspecting officer may have given in respect of the stores or any materials or the work or workmanship involved in the performance of the contract (whether with or without any test carried out by the contractor or the inspecting Officer or under the direction of the inspecting officer) and notwithstanding delivery of the stores where so provided to the interim consignee it shall be lawful for the consignee, on behalf of the purchaser, to reject the stores or any part, portion of consignment there of within are as on able time after actual delivery thereof to him at the place or destination fixed in the contract if such stores or part, portion of consignment there of is not in all respects in conformity with the terms and conditions of the contract whether on account of any loss, deterioration Or damage before dispatch or delivery or during transistor otherwise how so ever.</p>
50.0	<p><b>REJECTED STORES</b></p> <p>a) When any stores delivered at the consignee's depots are rejected, this shall be removed by the contractor within 21 days from the date of rejection. Such rejected stores shall lie at the contractor's risk from the date of rejection. If the stores are not removed by the contractor within this period, the purchaser or his nominee shall have the right to dispose of such stores, as deemed fit, at the contractor's risk and account.</p> <p>b) The purchaser shall also be entitled to recover from the contractor, handling and ground rent/demurrage and any other charges for the period the rejected stores are not removed after the afore mentioned period.</p> <p>c) Stores that have been dispatched by rail and rejected after arrival at destination may be taken back by the contractor either at the station where they were rejected or at the station from which they were dispatched. If the contract is placed for delivery F.O.R. station of dispatch, the contractor shall pay the carriage charges on the rejected consignment at public Tariff Rates from the station of dispatch to the station where they were rejected. If the contractor prefers to take back the goods at the station from which They were dispatched, the goods shall, in addition, be booked back to him, freight to pay at Public Traffic Rates and at owner's risk.</p>
51.0	<p><b>CONSEQUENCES OF REJECTION</b></p> <p>If on the stores being rejected by the Inspecting Officer or consignee at the destination, the contractor fails to make satisfactory supplies within the stipulated period of delivery, the purchaser shall be liberty to :-</p> <p>i) Request the contractor to replace the rejected store for th with but in any event not later than period of 21days from the date of rejection and the contractor shall bear all the cost of such replacement, including freight, if any on such replacing and replaced stores but with out being entitled to any extra payment on that or any other account.</p> <p>ii) Purchase or authorize the purchase of quantity of the stores, rejected or others of a similar description (when stores exactly complying with the particulars are not readily available, in the opinion of the purchaser, which shall be final), without notice to the contractor, at his risk and cost and without affecting the contractor's liability as regards to the supply of any further installment due under the contract, or,</p> <p>iii) Cancel the contract and purchase or authorize the purchase of the stores or other of a similar description (when stores exactly complying with the particulars are not readily available, in the opinion of the purchaser, which shall be final) at the risk and cost of the contractor. In the event of action being taken under sub-clause above or this subclause, the provisions relevant clause of the General Conditions of Contract, shall apply as far as applicable.</p>
52.0	<p><b>SPECIFICATION, DRAWING , REQUISITES AND REQUIREMENT</b></p> <p>a) Specifications, drawings, requisites and requirements referred to in the body of this</p>

Signature of Tenderer

	<p>Specification form an essential part there of, The sources from which the drawings &amp; specifications referred to in this Tender can be obtained from following sources:-</p> <p>b) The installation shall comply with the requirements of the Signal Engineering Manual and General and Subsidiary Rules as applicable, it shall also confirm to the Schedule of Dimensions and the Rules for Opening of Railways. These books are available with Hd.Qrs.Office, Baroda House, as well as the concerned field unit executing the work and can be given on loan if required for reference. Besides these, installation shall comply with requirements of Engineering Code, P-way Works and Way manual wherever applicable.</p> <p>c) If, in the opinion of the tenderer, he is in a position to offer additional facilities and safeguards that have not been covered by these specifications, full and complete details of the facilities and the safe guards with their costs shown separately, must be furnished with the tender.</p>
53.0	<p><b>LONG TERM AVAILABILITY OF SPARES AND SYSTEM SUPPORT</b></p> <p>a) The tenderer shall undertake to supply on payment all maintenance spares and tools required for the equipment during its lifetime. He shall also undertake to supply additional equipment required for replacement for expansion of the network that may become necessary due to additional traffic requirements. The price variation formula adopted in pricing such maintenance spare and additional supply that may be ordered in future shall be decided by mutual discussions.</p> <p>b) The manufacturer shall guarantee that spares part for the system shall be available for a minimum of eight years after acceptance of the system and thereafter at least 2 years notice shall be given to the Railways before any equipment or components are discontinued or phased out from the manufacturing plans. This will enable the Railways to assess the lifetime requirement of spares needed and order in sufficient quality prior to stoppage of the manufacture.</p> <p>c) That the successful tenderer shall further guarantee that if he goes out of production of spare parts he shall supply the specifications of materials at no cost to the purchaser, if and when required in connection with the equipment to enable the purchaser to fabricate or procure from other sources.</p> <p>d) The supplier shall recommend and provide, prior to the system acceptance, calibration procedures. The recommendation shall include a list of the various calibration instruments, recalibration periods and extent of preventive maintenance for each test instrument.</p>
54.0	<p><b>MAINTENANCE OF INSTALLED GEARS</b></p> <p><b>a) MAINTENANCE OF WORKS: The maintenance period shall be of 12 months.</b></p> <p>The contractor shall at all times during the progress and continuance of the works and also for the period of maintenance specified in the tender form and after the date of passing of the certificate of completion by the Railway's representative or any other earlier date subsequent to the completion of the works that may be fixed by Railway's representative be responsible for and effectively maintain and uphold in good, substantial, sound and perfect condition all and every part of the works and shall make good from time to time and at all times, as often as the Railway's representative shall require, any damage or defect that may during the above period arise in or be discovered or be in any way connected with the works, provided that such damage or defect is not directly caused by errors in the contract documents, act of providence or instruction or civil riot, and the contractor shall be liable for and shall pay and make good to the Railways or other persons legally entitled thereto whenever required by the Railway's representative so to do ,all losses, damages, costs and expenses they or any of them may incur or be put or be liable to, by reason or in consequence of the operations of the contractor or his failure in any respect.</p> <p><b>b) PLACING IN SERVICE &amp; MAINTENANCE SUPERVISION</b></p> <p>i) After the equipment has been commissioned &amp; placed in service and Provisional Acceptance certificate issued by Purchaser's Engineer, the contractor shall be responsible for proper maintenance supervision of the equipment for <b>a period of 12 months from the date of commissioning</b>. For this purpose he shall prepare a maintenance plan and make available the services of qualified maintenance engineer stationed at the location approved by Purchaser's Engineer who will guide and supervise the work of Railways</p>

Signature of Tenderer

	<p>maintenance staff. The maintenance engineer of the tenderer will visit all the stations at least once in a month and attend to any fault on the systems.</p> <p>i) During this period of maintenance supervision if any lacuna is noticed in the functioning as a result of any defect in design or manufacture, the same will be rectified by the contractor free of cost. During such rectification if any faulty equipment/modules need replacement or repair, they shall be provided by the contractor from these to equipment or modules that the contractor should bring to the site of installation in addition to all the materials to be supplied against this contract. Use of spare modules covered under the Schedule of material of this tender shall not be permitted to be used during installation, commissioning and maintenance supervision period without personal approval of purchaser representative. Spares, so issued under unusual circumstances, should be replaced by the firm within seven days of the issue of spares.</p>
55.0	<p><b>PROVISIONAL ACCEPTANCE</b></p> <p>i) Immediately after the completion of the work at each station or after completion of work in a block section herein after referred as sub-section, the contractor shall certify and advise the purchaser in writing that the installation is (i) complete, (ii) ready for satisfactory service and (iii) ready to be handed over. He will also place at the disposal of the purchaser the required staff for inspection, testing and putting it into operation.</p> <p>ii) The tests specified in Section-III Technical specification will be conducted jointly by the purchaser and contractor as soon as possible after receipt of advice of completion of one sub-section by the purchaser from the contractor. The test schedule shall be furnished by the tenderer, which will be modified by mutual discussion between the contractor and Railway before finalization. Any component, modules, sub-assemblies or equipment failing during the commissioning test shall be replaced/repared free of cost by the tenderer.</p> <p>iii) Purchaser's Engineer shall issue a Provisional Acceptance certificate for successful commissioning of whole system covering all materials and services included in the Schedule of works, after the acceptance test as per the approved test procedure have been completed and the performance has been found to meet the specifications. Railway's decision in this respect shall be final. The Provisional acceptance certificate shall be signed by both the parties.</p> <p>iv) The Purchaser's Engineer may issue such a certificate with respect to any part of the works before the completion of the whole of the works or with respect to any substantial part of the works which has been both completed to the satisfaction of the Purchaser's Engineer and occupied or used by the Railway and when any such certificate is given in respect of a part of the works, such part shall be considered as completed and the period of Maintenance of such part shall commence from the date of such certificate. For outdoor cable laying works the provisional acceptance certificate may be issued after the jointing/termination is completed and block circuits are transferred on quad cable.</p> <p>v) Should the result/s of inspection and test be not satisfactory, an extension of one month will be granted to the contractor to make good the defects and deficiencies pointed out by the purchaser. Fresh inspection and test will then be carried out after the contractor has attended to the defects and deficiencies. If these tests are also not satisfactory the purchaser may proceed at the contractor's expense by all means deemed expedient to have the installation made satisfactory until they comply with the specifications, and approved drawings and designs.</p> <p>vi) In such a case or in the case of delay in completing the work under this contract within the time limit the purchaser reserves the right, if he deems it possible to use in a reasonable manner any part of the installation even if some installations are not completely erected. The purchaser will give to the contractor for this purpose 7 days previous notice. The contractor shall then take at his own expense all necessary steps to complete the work in accordance with the provisions of the contract. In case it becomes impossible to proceed with the above mentioned taking over tests or reasons other than for which the contractor is responsible, the Provisional Acceptance Certificate shall be issued at or with in a mutually</p>

Signature of Tenderer

	<p>Agreed reasonable period not exceeding six months after completion of installation.</p> <p>vii)The issue of provisional acceptance will not be with held for rectification or minor defects as distinct from rejected equipment ,which may not be essential for commissioning and operation of the Installation. In such cases, only the value of the materials and cost of the rectification of the minor defects shall be with held from the payments on provisional acceptance until rectification is completed.</p>
56.0	<p><b><u>FINAL ACCEPTANCE</u></b></p> <p>i) The final acceptance of the entire equipment installed in the section shall take effect from the date of expiry of the period of maintenance supervision as defined in Special condition of contract or the expiry of the last of the respective period of Maintenance Supervision of various sections for which Provisional Acceptance Certificates are issued or brought into full-fledged operation, provided that the contractor has complied fully with his obligations as per special condition of contract in respect of each section under the contract.</p> <p>ii) If on the other hand the contractor has not so complied with his obligation under para 56.0 in respect of any section, the purchaser may either extend the period of maintenance supervision in respect of that section until the necessary works are carried out by the contractor or carryout those works suo-moto on behalf of the contractor at the contractor's expenses. After expiry of the period of maintenance supervision for each section, a certificate of Final Acceptance for the section shall be issued by the purchaser and the last of such certificate will be called the Last and Final Acceptance Certificate.The contract shall not be considered as completed until the issue of Final Acceptance Certificate by the purchaser.</p> <p>iii) The purchaser shall not be liable to the contractor for any dispute arising out of or in connection with the contract or execution of the work unless the contractor have made a claim in writing in respect there of before the issue of Final Acceptance Certificate under this clause. The contractor shall be debarred from disputing the correctness of the items caused by the no claim certificate or demanding a reference to Arbitration in respect thereof.</p> <p>iv) Not with standing the issue of Final Acceptance Certificate, the contractor and the purchaser (subject to Sub Clause as above) shall remain liable for fulfillment of any obligation incurred under the provision of the contract prior to the issue of Final Acceptance Certificate which remains un performed at the time such certificate is issued and for determining the nature and extent of such obligation ,the contract shall be deemed to remain in force between the parties hereto.</p>
57.0	<p><b><u>WARRANTY:</u></b></p> <p>The contractor shall warranty that all materials &amp; equipment to be supplied and installed as per this tender shall be free from defects and faults in design, material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standard for materials of the type ordered and in full conformity with the contract specifications.</p> <p>This warranty shall start from the date of issue of "Provisional Acceptance Certificate" which will be considered as date of commissioning of complete system for the purpose of Warranty and shall expire <b>1 year (12 months)</b>. The Contractor shall be responsible for the proper functioning of the system during the period of warranty.</p> <p>During the period of Warranty, the Contractor shall remain responsible to arrange replacement and for setting right at his own cost any equipment supplied by him, which is of defective manufacture or defective design or defective material/component and becomes unworkable due to any cause whatsoever. The decision of railways to attend to any damage or defect in work shall be final and binding on the Contractor.</p> <p>If it becomes necessary for the contractor to replace or renew any defective portions of the system under this clause, the contractor shall make the system functional by providing suitable replacements and restore back the original card / equipment after repairs to the same. The card / equipment so repaired should bear warranty equal to the end of original warranty period or minimum Six months from the date of repair,</p>

Signature of Tenderer

	<p>Whichever is later If any defect is not remedied within reasonable time, the Railway may proceed to do the work at contractor's risk and expense, but without prejudice to any other rights, which the Railway may have against the contractor in respect of such defects.</p> <p>All inspections, replacements or renewals carried out by the Contractor during the warranty period shall be subjected to the same conditions of the contract.</p> <p>All replacement and repairs and design change that the Railway shall call upon the contractor to deliver or perform under this warranty shall be delivered and performed by the contractor within one month, promptly and satisfactorily.</p> <p>The decision of the Railway in regard to contractor's liability and the amount, if any, payable under this warranty shall be final and conclusive.</p> <p>Due to analysis of failures, if any design deficiency's pointed out by the Railway, the contractor shall rectify it at his own cost.</p>
58	<p><b>TRAINING</b></p> <p>i) The tenderer shall undertake to train Railway engineers and other staff nominated by the Railways in different aspects of equipment designs, functioning, field installation, testing, commissioning, operation, maintenance and repair, covering both hardware and software. The training should be comprehensive for transfer of complete know-how so as to impart full knowledge and competence to independently and successfully execute the installation, operation, maintenance and repair of all equipment. The training courses should, apart from formal class room training, include hand on practical experience and visits to working installation.</p> <p>ii) The contractor shall at every stage of installation; testing and commissioning shall provide all facilities for adequate training of Railway personnel who may be deputed to work on the project.</p> <p>iii) The requirement of training in man-weeks has been indicated in the schedule of works. The tenderer shall quote for the man week rates and Railways shall have the right to vary the training period indicated in the schedule of works.</p> <p>iv) In the event of any equipment/sub-system being manufactured in India in technical collaboration with foreign firm by the tenderer or any of its sub-contractor, approximately half of the training provided in the schedule shall be arranged at the collaborator's premises/training center and the remaining portion at the working installations. Details of training proposal shall be submitted by the tenderer.</p> <p>v) Set of documents related to training inadequate quantity shall be provided.</p> <p>vi) All expenses for travel to and from the place of training, boarding and lodging of the trainees shall be borne by the Railways.</p>

Signature of Tenderer

**ANNEXURE-A**

Name of the Bank: -----

President of India,

Acting through FA &amp; CAO, Construction,

Northern Railway, Kashmere Gate, Delhi

**Bank Guarantee Bond No.:****Date:-----****PERFORMANCE GUARANTEE BOND**

In consideration of the President of India acting through ----- (Designation & address of Contract Signing Authority), Northern Railway, -----, Delhi (herein after called "The Government") having agreed Under the terms and conditions of agreement/Contract Acceptance letter No.-----

-----dt.-----made between ----- (Designation & address of contract signing Authority) and ----- (here in after called "the said contractor(s)" for the work ----- (here in after called "the said agreement") having agreed for submission of a irrevocable Bank Guarantee Bond for Rs.----- (Rs.-----only) as a performance security Guarantee Bond from the contractor(s) for compliance of his obligations in accordance with the terms & conditions in the said agreement.

1. We ----- (indicate the name of the Bank) herein after referred to as the Bank, undertake To pay to the Government an amount not exceeding Rs.----- (Rs.-----only) on demand by the Government.

2. We ----- (indicate the name of the bank, further agree that (and promise) to pay the amounts Due and payable under this guarantee without any demur merely on a demand from the Government through the FA & CAO/Const, Northern Railway, Kashmere Gate, Delhi-110006, stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the Government by reason of any breach by the said contractor of any of the terms of conditions contained in the said agreement or by reason of the contractor failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.----- (Rupees Only).

3.(a) We ----- (indicate the name of Bank) further undertake to pay to the Government any money so demanded notwithstanding any dispute or dispute raised by the contractor(s) in any suite or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal.

(b) The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.

4. We, ----- (indicate the name of bank) to further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged by ----- (Designation & Address of contact signing authority) on behalf of the Government, certify that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.

5. (a) Notwithstanding anything to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the Government or until (date of validity/ extended validity) whichever is earlier and no claim shall be valid under this guarantee unless notice in writing thereof is given by the Government within validity/ extended period of validity of guarantee from the date aforesaid.

(b) Provided always that we ----- (indicate the name of the Bank) un conditionally undertakes to renew this guarantee on to extend the period of guarantee form year to year before the expiry of the period or the extended period of the guarantee, as the case may be on being called upon to do so by the

Signature of Tenderer

Government.If the guarantee is not renewed or the period extended on demand, we ..... ( Indicate the name of the Bank) shall pay the Government the full amount of guarantee on demand and without demur.

6. We, ..... ( indicate the name of Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without effecting in any manner out of obligations here under to vary any of the terms and conditions of the said contract from time to time or to postpone for anytime or from time to time any to the powers exercisable by the Government against the said contractor (s) and to forbear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any bearance act or omission on the part of the Government or any indulgence by the Government to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties for the said reservation would reliveus from the liability.

7. This guarantee will not be discharged by any change in the constitution of the Bank or the Contractor(s).

8. We,(indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.

9. This guarantee shall be valid upto -----(date of Completion plus 60days).Unless extended on demand By Government.Notwithstanding anything to the contrary contained herein before, our liability under this guarantee is restrictedto Rs. ....(Rs ..... only)unless a demand under this guarantee is made on us in writing on or before.....we shall be discharged from our liabilities under this guarantee thereafter.

Dated:

the            day of            for  
(indicate the name of bank)

Signature of Banks Authorisedofficial  
(Name)-----  
Designation with Code No.-----  
Full Address-----

Witness

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

Signature of Tenderer

## Annexure–A(1)

Clause 3.0 of the tender document

## (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, ....., .... (here in after called "The Railway") having invited the bid for \_\_\_\_\_ through Notice inviting tender (NIT) No. \_\_\_\_\_, We have been informed that . . . . *[Insert name of the Bidder]*..... (herein after called "the Bidder") intends to Submit its bid (herein after 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 herein after 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 herein before 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.

Signature of Tenderer



6. This guarantee will remain valid and effective from.....*[insert date of issue]* till  
...*[insert date, which should be minimum 90days beyond the expiry of validity of Bid]*.Any  
demand in respect of this Guarantee should reach the Bank within the validity period of Bid Security.
7. The Bank Guarantee is unconditional and irrevocable.
8. The expressions Bank and Railway herein before used shall include their respective successors and assigns.
9. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the Railway.This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.
10. The Bank hereby confirms that it is on the SFMS (Structured Financial Messaging System) and shall invariably send the advice of this Bank Guarantee to the following bank details –

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

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

Date.....

.....

Place.....

Bank's Seal and authorized signature(s)

*[Name in Block letters]* .....

*[Designation with Code No.]*.....

*[P/Attorney]* No.

Witness:

1 Signature, Name & Address & Seal

2 Signature, Name & address & Seal

Bank's Seal

*[P/Attorney]* No.

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

Signature of Tenderer

**ANNEXURE-B****FINAL SUPPLEMENTARY AGREEMENT**

a) Articles of agreement made this day\_\_ in the year Two thousand and Five between the President of India acting through the \_\_\_\_\_Northern Railway Administration having his office at \_\_\_\_\_herein after called theRailwayof the one part and \_\_\_\_\_of the second part.

b) Whereas the party hereto of the other part executed an agreement with the party hereto of the first part being agreement Number \_\_\_\_\_dated \_\_\_\_\_for the performance \_\_\_\_\_herein after called the 'Principal Agreement'.

c) And whereas it was agree by and between the parties hereto that the works would be completed by the party hereto of the second part on \_\_\_\_\_date last extended' and whereas the party hereto of the second part has executed the work to the entire satisfaction of the party hereto of the first part.

d) And whereas the party hereto of the first part already made payment of the party hereto of the second part diverse sums from time to time aggregating to Rs. \_\_\_\_\_including the final bill bearing voucher No. \_\_\_\_\_dated \_\_\_\_\_( the receipt of which is hereby acknowledged by the party hereto of the second part in full and final settlement of all his/its claims under the principal agreement. And whereas the party hereto of the second part have received further sum of Rs. \_\_\_\_\_through the finalbill bearing voucher No. \_\_\_\_\_dated \_\_\_\_\_(the receipt of which is hereby acknowledged by the party thereto of the second part) from the party hereto the first part in full and final settlement of all his/its disputed claims under principal agreement. Now, it is hereby agreed by and between the parties in the consideration of sums already paid (by the party here to of the first part to the party hereto of the second party against all outstanding dues and claims for, all works done under the aforesaid principal agreement including/excluding the security deposit the party hereto of the second part have no further dues of claims against the party hereto the first part under the said Principal Agreement.It is further agreed by and between the parties that the party hereto of the second part has accepted the said sums mentioned above in full and final satisfaction of all its dues and claims under the said Principal Agreement.

(Applicable incase Final Supplementary Agreement is signed after release of Final Payment) Or

And whereas the party hereto of the first part already made payment to the party hereto of the second part diverse sums from time to time aggregating to Rs. ....through various on Account Bills(the receipt of which is hereby acknowledged by the party hereto of the secondpart).

And whereas the party hereto of the second part have received sum of Rs. ....through various on account Bills (the receiptof which is hereby acknowledged by the party thereto of the second part) from the party here to of the first part and party here to of the second part have accepted final measurements recorded on PageNo. ....to PageNo. ....of Measurement Book No .....And corresponding Final Bill duly adjusted as per price variation clause (PVC), if applicable, for full and final settlement of all his /its disputed claims under principal agreement.

Now, it is hereby agreed by and between the parties in the consideration of sums already paid through various on Account Bills and sums to be paid through Final Bill dulyadjusted as per price variation clause (PVC), ifapplicable, based on accepted final measurements including the security deposit by the party here to of the first part to the party here to of the second part against all outstanding dues and claims for all works done under the aforesaid principal agreement, the party hereto of the secondpart have no further dues of claims against the party hereto of the first part under the said Principal Agreement. (Applicable incase Final Supplementary Agreements signed before release of Final Payment)

Signature of Tenderer

e) It is further agreed and understood by and between the parties that the arbitration clause contained in the said principal agreement shall cease to have any effect and/or shall be deemed to be non-existent for all purposes.

Signature of the contractor/s

for and on behalf of the President of India

Witness

1

2.

\_\_\_\_\_  
ADDRESS: \_\_\_\_\_

Signature of Tenderer

**ANNEXURE-C**

**PROFORMA**

**DECLARATION**

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

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

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

Signaturesof theTenderer/s

Signature of Tenderer

Annexure-DConstitution of Firm

1	Constitution of the firm/ concern. (Tick as applicable)	Sole Proprietorship/Partnership Firm/Company/JV/Registered Society/Registered Trust/LLP/HUFetc
2	Full name of the Sole Proprietorship/ Partnership Firm / Company/ JV/ Registered Society/Registered Trust/LLP/HUF etc	
3	Year of formation/incorporation	
4	(a) PANNo.	
	(b) GSTNo	
5	Registered Office Address	
6	Address on which correspondence regardingthis tender should be done	
7	E- mail id and Contact No of authorized person under whose digital signature key tender document will be signed/uploaded on behalf of the tendering firm	
8	Names of the proprietor/ partners/ JV members etc	

Signature of Tenderer

Signature of Tenderer

**ANNEXURE-E****Details of Plant and Machinery already available with the firm.**

S. No.	Particulars of equipment	No.of Unit.	Kind & make	Capacity	Date by which the plantwould be available for use on this work	Age & condition
1	2	3	4	5	6	7

Signatureof theTenderer/s

Signature of Tenderer

**ANNEXURE-F**

List of engineers/personnel already available/proposed to be employed for deployment on this work:

S. No.	Name &Designation	Qualification	Professional experience	Organization with whom working	Date by which personnel will be Availablefor his work.
1	2	3	4	5	6

Signatures of Tenderer/s

Signature of Tenderer

**ANNEXURE-G**

**Statement of works executed/completed or substantially completed by the tenderer/s during last seven years ending last day of month previous to the one in which tender is invited**

- (A) Statement of works executed/completed or substantially completed for Govt. Organizations during last 7years ending last day of them on the previous to the one in which tender is invited**

S.No.	Name and place of work	Authority/agency for which work was carried out	Date of award & agreement No. & Date
1	2	3	4

Date of completion (original /actual )	Agree mentalcost /completion cost.	Principal /Technical features of the work in brief	S.No. at which relevant certificate /documents are attached.
5	6	7	8

- (B) Status of works executed/completed or substantially completed for Public listed companies by the tenderer/s during last 7years ending last day of the month previous to the one in which tender is invited.**

S.No.	Name and place of work	Authority/agency for which work was carried out	Date of award & agreement No. & Date
1	2	3	4

Date of completion (original /actual )	Agree mentalcost /completion cost.	Principal /Technical features of the work in brief	S.No. at which workcopy of experience certificate, work order, bill of quantities, bill wise details duly certified by Chartered Accountant is attached*
5	6	7	8

Signature of Tenderer



**\*It is certified that:**

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

**Note: Annexure-G to be signed by tenderer/s and Chartered Accountant, if the credentials from Public listed companies (as incase of B above) are being attached for consideration. There is no need of signature of Chartered Accountant, if credentials of any Government Organization only are being attached for consideration and in such case only tenderer/s is required to sign on this Annexure -G.**

Certified that above details are correct

Signature of the tenderers

Signature of Chartered Accountant withseal

Signature of Tenderer

**ANNEXURE-H**

Statement of existing commitments and balance amount of ongoing works with tenderer of all works in progress and also the works which are awarded to tenderer but yet not started upto the date of invitation of tender.

SNo.	Name and place of work	Authority/agency client for whom the work is being carried out*	Date of award & agreement No. & Date	Date of completion (Original/ Extended)
1	2	3	4	5

Agree mental cost of work /likely cost (upto latest corrigendum)	Payment taken till date.	Total balance amount of the work to be executed	Net balance amount of the work to be executed during the period of completion of proposed work i.e. during next 'N' years
6	7	8	9

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

**\*The above statement should include all ongoing works with the tenderer /constituentsof tenderingJV in its individual capacity as well as their portion of work in JV.**

Signature of Chartered Accountant with seal

**Signature of the tenderer/Constituent Member of tendering JV**

Signature of Tenderer

**Annexure-I**

Reference -Para 2.3.2 (A) (vi) & 15.2 of Annexure-K (Guidelines for participation of Joint Venture (JV) Firms)

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

**NAME OF BIDDER/JVPARTNER:**

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 last3years			

1. The average annual contractual turnover shall be calculated as an average of “total contractual payments” in the previous three financial years. However incase balancesheet of the previous year is yet to be prepared/audited, the audited balancesheet of the fourth previous year shall be considered for calculating averageannual contractual turnover.
2. The information supplied shall be substantiated by data in the audited balancesheets 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 AuditedBalance Sheetduly certified by the Chartered Accountant.
4. Exchange rate will be governed by para10.5of GCC-2022.

**SEAL AND SIGNATURE OF THEBIDDER**

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:** \_\_\_\_\_

**RegistrationNo:** \_\_\_\_\_

*(Seal)*

Signature of Tenderer

FORMS

FORMNO.E-5

Appendix-VIII

Real Time Gross Saving (RTGS)/National Electronic Fund Transfer (NEFT)  
Model Mandate Form

(Investor/customer's option to receive payments through RTGS/NEFT)

1. Investor/customer's name

2. Particular's of Bank Account:

- A) Name of the Bank:
- B) Name of the Branch.  
Address  
Telephone No.
- C) RTGS/NEFT IFSC code.
- D) Type of the account (S.B. Current or Cash Credit)  
With code (10/11/13).
- E) Ledger and Ledger folio number.
- F) Account number (as appearing on the Cheque book) in lieu of the bank certificate to be obtained as under, please attach a blank cancelled cheque or a photocopy of a cheque or front page of your savings bank 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 all for reasons of 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

Certified that the particulars furnished above are correct as per our records.

Bank's Stamp

Signature of Tenderer

Annexure-K

GUIDELINES FOR PARTICIPATION OF JOINT VENTURE (JV) FIRMS  
(THE JV firms are allowed to participate only in the tenders of value more than Rs.10 crores).

1. Separate identity/name shall be given to the Joint Venture firm.
2. Number of members in a JV shall not be more than three if the work involves only one department (say Civil or S&T or Electrical or Mechanical) and shall not be more than five, if the work involves more than one department. One of the members of the JV shall be its Lead Member who shall have a majority (at least 51%) are of interest in the JV. The other members shall have a share of not less than 20% each in case of JV with upto three members and not less than 10% each in case of JV with more than three members. In case of JV with foreign member(s), the Lead Member has to be an Indian firm/company with a minimum share of 51%.
3. A member of JV firm shall not be permitted to participate either in individual capacity or as a member of another JV firm **in the same tender.**
4. The tender form shall be purchased and submitted only in the name of the JV and not in the name of any constituent member. The tender form can however be submitted by JV or any of its constituent member or any person authorized by JV through Power of Attorney to submit tender.
5. ***Bid Security shall be submitted by JV or authorized person of JV either as:***
  - (i) Cash through e-payment gateway or as mentioned in tender document, or
  - (ii) Bank Guarantee bond either in the name of JV, or in the name of all members of JV as per MOU irrespective of their share in the JV if the JV has not been constituted legally till the date of submission of tender.
6. A copy of Memorandum of Understanding (MOU) duly executed by the JV members on a stamp paper, shall be submitted by the JV firm along with the tender. The complete details of the members of the JV firm, their share and responsibility in the JV firm etc. particularly with reference to financial, technical and other obligations shall be furnished in the MOU. (The MOU Format for this purpose is enclosed as Annexure K1).
7. Once the tender is submitted, the MOU shall not normally be modified/altered/terminated during the validity of the tender. In case the tenderer fails to observe/comply with this stipulation, the full Bid Security shall be liable to be forfeited.
8. Approval for change of constitution of JV firm shall be at the sole discretion of the Employer (Railways). The constitution of the JV firm shall not normally be allowed to be modified after submission of the tender bid by the JV firm, except when modification becomes inevitable due to succession laws etc. provided further that there is no change in qualification of minimum eligibility criteria by JV after change of composition. However, the Lead Member shall continue to be the Lead Member of the JV Firm. Failure to observe this requirement would render the offer invalid.
9. Similarly, after the contract is awarded, the constitution of JV firm shall not normally be allowed to be altered during the currency of contract except when modification becomes inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. Failure to observe this

Signature of Tenderer

Stipulation shall be deemed to be breach of contract with all consequential penal action as per contract conditions.

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

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

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

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

**11.3 Governing Laws:** The Registered Entity shall in all respect be governed by and interpreted in accordance with Indian Laws.

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

13. No member of the Joint Venture firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of the Employer (Railways) in respect of the said tender/contract.

14. Documents to be enclosed by the JV firm along with the tender:

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

Signature of Tenderer

- (i) A notarized copy of partnership deed or a copy of the Partnership deed registered with the Registrar. A copy of consent of all the partners or individual authorized by partnership firm, to enter into the Joint Venture Agreement on a stamp paper
- (ii) A copy of Power of Attorney (**Notarized/Registered**) in favor of the individual to sign the MOU/JV Agreement on behalf of the partnership firm and create liability against the firm.
- (v) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry /Department of the Govt. of India from participation in tenders/contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP in which they were/are partners/members. Any Concealment/wrong information in regard to above shall make the bid ineligible or the contract shall be determined under Clause 62 of the Standard General Conditions of Contract.

**Note:** Authorization given in POA only will be considered irrespective of any authorization that may have given in Partnership Deed. In case of non-submission of POA or invalid POA, offer is liable to be rejected.

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

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

**14.3** In case one or more members is/are limited companies, the following documents shall be submitted:

- (a) A copy of resolutions of the Directors of the Company, permitting the company to enter into a JV Agreement,
- (b) The copies of **MOA (Memorandum of Association)/AOA (Articles of Association)** of the company
- (c) A copy of Certificate of Incorporation
- (d) A copy of Authorization /copy of Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender, sign MOU/JV Agreement on behalf of the company and create liability against the company

**14.4** In case one or more member(s) of JV firm is/are LLP firm(s) following document shall be submitted:

- (i) A copy of LLP Agreement
- (ii) A copy of Certificate of Incorporation of LLP
- (iii) A copy of resolution passed by partners of LLP firm, permitting the Firm to enter into a JV agreement (Standard proforma as per Annexure O-13)
- (iv) A copy of Authorization /copy of Power of Attorney issued by the LLP firm (backed by resolution passed by the Partners) in favour of the individual, to sign the tender and/or sign the MOU/ JV agreement on behalf of the LLP and create liability against the LLP. (Standard proforma as per Annexure O-14)

- (vi) An undertaking by all partners of the LLP that they are not blacklisted or debarred by Railways or

Signature of Tenderer

any other Ministry/Department of the Govt. of India from participation in tenders/contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were/are partners/members. Any Concealment/wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.

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

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

**14.6A** 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

## **15. Credentials & Qualifying criteria**

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

### **15.1 Technical eligibility criteria ('a' or 'b' mentioned here under):**

#### **a) For Works without composite components**

The technical eligibility for the work as per para 2.3.2A (v) above, shall be satisfied by either the 'JV in its own name & style' or 'Lead member of the JV'.

Each other (non-lead) member(s) of JV, who is/are not satisfying the technical eligibility for the work as per para 2.3.2A(v) above, shall have technical capacity of minimum 10% of the cost of work i.e., each non-lead member of JV member must have satisfactorily completed or substantially completed during the last 07(seven) years, ending last day of month previous to the one in which tender is invited, one similar single work for a minimum of 10% of advertised value of the tender.

#### **(b) For works with composite components**

The technical eligibility for major component of work as per para 2.3.2A(v) above, shall be satisfied by either the 'JV in its own name & style' or 'Lead member of the JV' and technical eligibility for other component(s) of work as per para 2.3.2A(v) above, shall be satisfied by either the 'JV in its own name & style' or 'any member of the JV'.

Each other (non-lead) member(s) of JV, who is/ are not satisfying the technical eligibility for any component of the work as per para 2.3.2A(v) above, shall have technical capacity of minimum 10% of the cost of any component of work mentioned in technical eligibility criteria. i.e., each other (non-lead) member of must have satisfactorily completed or substantially complete during the last 07(seven) years, ending last day of month previous to the one in which tender is invited, one similar single work for a minimum of 10% of cost of any component of work mentioned in technical eligibility criteria.

Note: for Clause 15.1:

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

(d) Value of a completed work done by a Member in an earlier JV shall be reckoned only to the Signature of Tenderer



extent of the concerned member's share in that JV for the purpose of satisfying his/her compliance to the above mentioned technical eligibility criteria in the tender under consideration

**15.2 Financial eligibility criteria:**

The JV shall satisfy the requirement of “Financial Eligibility” mentioned at para 2.3.2A (vi) above. The “financial capacity” of the lead partner of JV shall not be less than 51% of the financial eligibility criteria mentioned at para 2.3.2A (vi) above. The “financial capacity” of each of other partners (excluding lead partner) shall not be less than 10% of the financial eligibility criteria mentioned at para 2.3.2A(vi) above.

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

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

**16. Bid Capacity**

The JV shall satisfy the requirement of “Bid Capacity” requirement mentioned at para 2.3.2 (A) (xiv) above. The arithmetic sum of individual “Bid capacity” of all the members shall be taken as JV’s “Bid capacity” to satisfy this requirement.

Signature of Tenderer

## ANNEXURE-‘K-1’

## FORMAT FOR JOINT VENTURE MEMORANDUM OF UNDERSTANDING/AGREEMENT.

## THIS JOINT VENTURE MEMORANDUM OF UNDERSTANDING (MOU) AGREEMENT

EXECUTED AT.....on this ..... day of

..... 202 between M/s.....Registered office at

.....as the first party M/s.....Registered office at..... as the second

Party M/s.....Registered office at..... as the Third party (The expression and

Words of the first and second and third party shall mean and include their heirs successors, assigns, nominees execution, administrators and legal representatives respectively.)

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

WHEREAS the parties herein above mentioned are desirous of entering into a Joint Venture for carrying on engineering and/or contract works in connection with.....and other works mentioned in tender Notice No.....dated..... of Northern Railway or any other work or works, as mutually decided between the parties to this Joint Venture.

WHEREAS all the parties are desirous of recording the terms and conditions of this Joint Venture to avoid future disputes.

NOW THIS MOU/AGREEMENT WITNESSETH AS UNDER:

1. That in and under this Joint Venture agreement the work will be done jointly by the First party and Second party in the name and style of M/s ..... (Joint Venture Of M/s.....M/s..... and M/s.....)
2. That all the parties shall be legally liable, severally and or jointly responsible for the satisfactory/successful execution/completion of the work in all respects and in accordance with terms and conditions of the contract.
3. That the role of each constituent of the said Joint Venture in details shall be as under:  
The first party shall be responsible for .....  
The second party shall be responsible for .....  
The third party shall be responsible for.....
4. The share of profit and loss of each constituent of the said Joint Venture shall be as under:
  - a) Lead partner share= -----% (Atleast 51%)
  - b) 2<sup>nd</sup> Joint Venture Partner share= -----%
  - c) 3<sup>rd</sup> Joint Venture partner share= ----- %
  - d) 4<sup>th</sup> Joint Venture partner share=-----% ] in case of
  - e) 5<sup>th</sup> Joint Venture partner share=----- % ] composite tender
5. That all the parties of this Joint Venture shall depute their experienced staff as committed commensurate with their role and responsibility and as required for the successful completion of the works in close consultation with each other.

Signature of Tenderer

6. That the investment required for the works under this Joint Venture shall be brought in by the parties as agreed to between them from time to time.
7. That all the Bank Guarantee shall be furnished jointly by the parties in the name of Joint Venture.
8. That the party number.....to this Joint Venture shall be the prime(lead) contractor and will be responsible for timely completion of work and to co-ordinate with the Railways to receive payments and also to make all correspondence on behalf of this Joint Venture.
9. That all the above noted parties i.e.....not to make any change in the agreement without prior written consent of the Railway.

NOW, the parties have joined hands to form this Joint Venture on this.....

Day of.....two thousand.....with reference to and inconfirmation of their discussions and understanding brought on record on .....

IN WITNESS THERE OF, all/both the above named parties have set their respective hands on .....the day.....and year.....First above mentioned in the presence of the following witness:

WITNESSES:

1.Firstparty.  
Second party

Signature of Tenderer

**Guidelines for submitting tenders by Partnership Firms and their Eligibility Criteria**

1. The Partnership Firms participating in the tender should be legally valid under the provisions of Indian Partnership Act.
2. The partnership firm should have been in existence or should have been formed prior to submission of tender. Partnership firm should have been registered with the Registrar of firms and the partnership deed should have been notarized prior to date of tender opening as per the Indian Partnership Act prior to submission of tender. **Tenderer shall upload** document(s) in support of registration of firm with registrar of firms viz which includes Certificate of registration and copy of Register of firm (Form No. may vary from State to State) (as applicable) etc. issued by Registrar of firms.
3. Separate identity/name should be given to the partnership firm. The partnership firm should have PAN/TAN number in its own name and PAN/TAN number in the name of any of the constituent partners shall not be considered. The valid constituents of the firm shall be called partners.
- 4.1 Once the tender has been submitted, the constitution of firm shall not normally be allowed to be modified/alterd/terminated during the validity of the tender as well as the currency of the contract except when modification becomes inevitable due to succession laws etc, in which case prior permission should be taken from Railway and in any case the minimum eligibility criteria should not get vitiated. There constitution of firm in such cases should be followed by a notary certified Supplementary Deed. The approval for change of constitution of the firm, in any case, shall be at the sole discretion of the Railways and the tenderer shall have no claims whatsoever. Any change in the constitution of Partnership Firm after submission of tender shall be with the consent of all partners and with the signatures of all partners as that in the Partnership deed. Failure to observe this requirement shall render the offer invalid and full Bid Security shall be forfeited.
- 4.2 If any partner/withdraw from the firm after submission of the tender and before the award of the tender, the offer shall be rejected and Bid Security of the tenderer will be forfeited. If any new partner joins the firm after submission of tender but prior to award of contract, his/her credentials shall not qualify for consideration towards eligibility criteria either individually or in proportion to this share in the previous firm. In case the tenderer fails to inform Railway beforehand about any such changes/modification in the constitution which is inevitable due to succession laws etc. and the contract is awarded to such firm, then it will be considered a breach of contract conditions, liable for determination of contract under Clause 62 of the Standard General Condition of Contract.
5. A partner of the firm shall not be permitted to participate either in his individual capacity or as a partner of any other firm in the same tender.
6. The tender form shall be submitted only in the name of partnership firm. The Bid Security shall be submitted by partnership firm. The Bid Security submitted in the name of any individual partner or in the name of authorized partner(s) shall not be considered.
7. On issue of Letter of Acceptance (LOA) to the partnership firm, all the guarantees like Performance Guarantee, Guarantee for various Advances to the Contractor shall be submitted only in the name of the partnership firm and no splitting of guarantees among the partners shall be acceptable
8. On issue of Letter of Acceptance (LOA), contract agreement with partnership firm shall be executed in the name of the firm only and not in the name of any individual partner.

Signature of Tenderer

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

- (a) Joint and several liabilities –The partners of the firm to which the Letter of Acceptance (LOA) is issued, shall be jointly and severally liable to the Railway for execution of the contract in accordance with general and special conditions of the contract. The partners shall also be liable jointly and severally for the loss, damages caused to the Railway during the course of execution of the contract or due to non-execution of the contractor part thereof.
- (b) Duration of the partnership deed and partnership firm agreement–The partnership deed/partnership firm agreement shall normally not be modified, altered, terminated during the currency of contract and the maintenance period after the work is completed as contemplated in the conditions of the contract. Any change carried out by partners in the constitution of the firm without permission of Railway, shall constitute a breach of contract liable for determination of contract under clause 62 of Standard General Conditions of Contract.
- (c) Governing Laws – The partnership firm agreement shall in all respect be governed by and interpreted in accordance with the Indian laws.
- (d) No partner of the firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other partner and that of the Railway.

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

- (i) A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar.
- (ii) A notarized or registered copy of Power of Attorney in favour of the individual to tender for the work, sign the agreement etc. and create liability against the firm.
- (iii) Tenderer shall upload document(s) in support of registration of firm with registrar of firms which includes Certificate of registration and Register of firm (Form No. may vary from State to State)(as applicable) etc. issued by Registrar of firms. Tenderer shall also upload Notary certified of Partnership Deed.
- (iii) An undertaking by all the partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry/Department of the Govt. of India/any State Govt. from participation in tenders/contract as on the date of submission of bids either in their individual capacity or in any firm/LLP in which they were/are partners/members. Concealment/wrong information in regard to above shall make the bid ineligible or the contract shall be determined under clause 62 of Standard General Conditions of Contract.

**11.0 Evaluation of eligibility of a partnership firm:**

Technical and financial eligibility of the firm shall be adjudged based on satisfactory fulfillment of the eligibility criteria laid down in Clause 2.3.2A(v)&(vi) of eligibility criteria by the partnership firm.

Signature of Tenderer

**Annexure-K-****DECLARATION BY AN EXISTING PARTNERSHIP FIRM**

(Fill the relevant para (1.1, 1.2 & 1.3 )and strike off the para which is not relevant under Partnership Firm)

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

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

OR

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

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

AND /OR

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

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

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

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

Declaration by the Tenderer:-

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

Name and Signature of tenderer  
along with Seal

Signature of Tenderer

**Annexure-K-4****DECLARATION BY NEWLY FORMED PARTNERSHIP FIRM**

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

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

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

3. That, following relevant documents areAnnexed with bid:-
  - (i) Copy of previous Partnership Deed(s).
  - (ii) Copyof previous Dissolution/splitting Deed(s) of previous partnershipdeed(s).
  - (iii) Proof of surrender of PAN No(s) (in case of dissolution of partnershipfirm).

**Declaration by theTenderer:-**

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

Name and Signature of tenderer

Alongwith Seal

Signature of Tenderer

NORTHERN RAILWAY

(StandardFormat)

**COMPLETION CERTIFICATE**

The work of “----- (Full name of the work) -----”has been Completed or substantially completed\*with following details:-

1	Name & complete address of the contractor.	
2	Nature of entity (sole prop/ partnership firm/ company / JV)	
3 (a)	In case of Sole proprietorship, the name of soleproprietor	
(b)	In case of partnership firm/JV, the names & shares of various partners/ members.	
4	Date of Acceptance/LOA	
5	Agreement No. &date	
6 i)	Original Agreement Cost	
ii)	Final Agreement Cost	
7	Total payment made along with financial year-wisebreak-up	
8	Original date of completion (DOC)	
9	(a) Actual date of completion (b) Whether extension to DOC given with penalty or without penalty	
10	Brief description of nature & scope of work	
11	Performance of contractor (Satisfactory/unsatisfactory)	

It is certified that the above work has been completed successfully in accordance with provisions of contract. \*

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 hasbeen initiated.The credential certificate in this regard should have been issued not prior to 60days of date of invitation of present tender.

(.....)

Name &amp;Signature

Issuing authority with seal

Date of issue of certificate:-----

Case File No.:.....

SignatureofTenderer



**FORMAT FOR CERTIFICATE TO BE 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.....(here in after called the tenderer) for the purpose of the Tender documents for  
the work of.....as per the tender No.....of  
Northern 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](http://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 two years. 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

Signature of Tenderer

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 two year.

10. I/We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I am/We are not from such a country or, if from such a country, have been registered with the competent Authority. I/We hereby certify that I/we fulfill 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.**

Signature of Tenderer

**Annexure-M(A)**

**Reference–Clause 2.2.6 of Tender Document**

**(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 fulfill all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed),

SEAL AND SIGNATURE  
OF THE CONSTITUENT FIRM/CONSTITUENT PARTNER

Place:

Dated:

\*\*\*\*\*

Signature of Tenderer

Annexure-N**CERTIFICATE OF ANNUAL CONTRACTUAL TURNOVER FROM CHARTERED ACCOUNTANT.****For evaluation of Bid Capacity**

Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender)

**Details of Annual contractual turnover received by the tenderer / constituent of tendering JV** in anyone of the previous three financial years or the current financial year (uptodate of inviting tender)

**Name of the Tenderer / constituent of tendering JV:** \_\_\_\_\_

Annual Contractual Turnover Data for the Previous 3/4 Years (Contractual Payment only)			
Year	Amount Currency	Exchange Rate	Indian National Rupees Equivalent
<b>Maximum Annual Contractual Turnover for last 3 years or current financial year</b>			

1. The annual contractual turnover shall be calculated as in any one of the previous three financial year or current financial year (upto the date of inviting tender). However, in case balancesheet of the previous year is yet to be prepared/ audited, the audited balancesheet 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.
4. Exchange rate will be governed by para 10.5 of GCC-2022/Clause No.2.3.2(A)(xvi) of tender document

**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)

Signature of Tenderer

**Annexure-O-**

**UNDERTAKING BY SOLE PROPRIETORSHIP FIRM**

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

1.            That I am running a business in the name and style of M/S.....which is a sole proprietorship firm and which has got GST registration No.....

2.            That        I        am        the        sole        proprietor        of        the        said        firm        M/S  
.....

3.            That        the        Head        office        of        the        above        named        firm        is        situated  
at.....

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

Signature of tenderer

Signature of Tenderer

**POWER-OF-ATTORNEY FOR SIGNING OF BID ON BEHALF OF PARTNERSHIP FIRM**

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

KNOW ALL MEN BY THESE PRESENTS: WHEREAS WE

- (1)..... S/o Shri..... R/o.....  
 (2)..... S/o Shri..... R/o.....  
 (3)..... S/o Shri..... R/o.....  
 (4)..... S/o Shri..... R/o.....

All are the partners of a partnership firm namely M/S..... (Name of firm) here in after referred to as 'firm' which is registered at Registration No..... by registrar of Firms..... The firm is having ..... its head office at..... (here in after to be referred as the 'Firm').

AND WHEREAS we all the above named partners have on ..... (date) given our consent on Behalf of firm to participate in the tender No. .... issued by Northern Railway for the work namely "....."

We the above named partners of above named firm do here by irrevocably constitute, nominate, appoint and authorize Mr./ Ms. S/o Shri ..... (address) ..... & Mr./ Ms. S/o Shri ..... (address) ..... as our true and lawful attorney (here in after referred to as "Attorney") of the firm to jointly or severally exercise all or any of the following powers for and on behalf of M/S..... ( name of firm ) in connection with aforesaid bid:

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

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

We on behalf of firm hereby agree that all acts, deeds or things lawfully done by the said Attorneys or either of them under the authority of this power shall be construed as acts, deeds and things done by the

Signature of Tenderer

**TENDER No. 256Sig-SPL-TKJ-230-DLI-RE**

firm and wehere by undertakes to confirm and ratify all and whatsoever the said Attorneys or either of them shall lawfully doorcause tobe done by virtue of the powers here by given.

That we/our Firm.....is not blacklisted or debarred byRailways or any other Ministry/Department of Govt. of India from participation in tender / contracts as on the date of opening of bids, either in their individual capacity or in any firm in which they were / are partners. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62of the General Conditions of Contract.

Specimen signatures of the Attorney are appended below.

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

WITNESSES:

1. Signature Name: Address:	Executants Partners (Name) (Signature) 1..... 2..... 3..... 4.....
2. Signature Name: Address:	

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

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

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

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

(seal and signature of Notary Public)

Notes:

1. In this format space has been provided for entering details of four partners & two attorney holders however if the number vary details may accordingly be entered.

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

3. Each pageof the document should be signed by executants.

4. The power of attorney should be notarized/registered.

Signature of Tenderer

**POWER-OF-ATTORNEY ON BEHALF OF THE JOINT VENTURE**

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

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

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

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

“.....”  
.....”

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

We the above said parties, through this power of Attorney do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms. ....S/o Shri .....(address) who is presently holding the position of.....in.....the firm/ company as our true and lawful attorney (here in after referred to as “Attorney”) of the Joint Venture under whose digital signature key the tender document shall be uploaded on behalf of JV to jointly or severally exercise all or any of the following powers for and on behalf of“

..... (name of JV) in connection with aforesaid bid:

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

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

Signature of Tenderer



**TENDER No. 256Sig-SPL-TKJ-230-DLI-RE**

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

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

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

WITNESSES:

1. Signature  
Name:  
Address:

Signature of authorized signatories & their Seals:

1. First Party (signature)  
Name:  
Seal

2. Signature  
Name:  
Address:

2. Second Party (signature)  
Name:  
Seal

Specimen Signatures of Attorney Holder in token of acceptance:

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

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

(seal and signature of Notary Public)

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

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

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

Signature of Tenderer

**Annexure-O-**

**CONSENT OF PARTNERS OF PARTNERSHIP FIRM FOR SIGNING JOINT VENTURE**  
**(to be executed on non-judicial stamp paper as per tender conditions- Non Judicial stamp paper**  
**should be purchased in the name of partners of the firm)**

KNOW ALL MEN BY THESE PRESENTS:WHEREAS WE:

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

All are the partners of a partnership firm namely M/S.....( Name of firm)  
 herein after referred to as 'firm', which is registered at Registration No.....by  
 Registrar of Firms..... The firm is having its head office  
 at.....

AND WHEREAS it has come to our knowledge that NIT No.\_\_\_\_\_has  
 been issued by Northern Railway for the work , namely  
 “\_\_\_\_\_”

We all the above named partners on behalf of the above named firm hereby give our consent to participate in  
 the above tender in Joint Venture.

Further we all the above named partners on behalf of the above named firm hereby give our consent to enter  
 into Joint Venture agreement, with M/S.& M/S

\_\_\_\_\_(name of other constituent(s) of joint venture) and to participate in  
 tender as Joint Venture aforesaid.

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

Date:

Place:

Executants Partners

(Name)(Signature)

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

(Seal and signature of Notary Public)

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

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

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

Signature of Tenderer

Annexure-O-5**POWER-OF-ATTORNEY FOR SIGNING JOINT VENTURE AGREEMENT ON BEHALF OF  
PARTNERSHIP FIRM**

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

KNOW ALL MEN BY THESE PRESENTS:WHERE AS WE

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

All are the partners of a partnership firm namely M/s.....Name  
Of firm) herein after referred to as 'firm', which is registered at RegistrationNo..... by Registrar  
Of Firms.....The firm ..... is having its head office  
at.....(Herein after to be referred as the 'Firm').

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

We the above named partners of above named firm do hereby irrevocably constitute, nominate, appoint and  
authorize Mr./ Ms. S/o Shri .....(address).....& Mr./ Ms.S/oShri .....  
.....(address).....as our true and lawful attorney (herein after referred to as  
“Attorney”) of the firm to jointly or severally exercise all or any of the following powers for and on  
behalf of M/S.....  
.....(name of firm)in connection with a foresaid bid:

1. To enter into and execute and sign JOINT VENTURE agreement, on behalf of our firm with  
M/S.....& M/S.....
2. To sign and submit all the necessary papers, letters, forms, quotes, bids etc. in connection with  
aforesaid bid.
3. To negotiate, discuss, agree to make any amendments, alterations or modifications thereto and to  
make representations, submit papers, affidavits and to do anyother act and complete requisite formalities on  
behalf of the firm in connection with completion of aforesaid tender work and to enter into liability against  
the firm.
4. Tosign, execute the contract with Northern Railway for and on behalf of the firm.
5. And generally to do all such acts, deeds or things as may be necessary or proper for the purposes  
mentioned above and to enter into liability against the firm.
6. That we/our Firm ..... is not blacklisted or debarred by Railways or any other Ministry /  
Department of Govt. of India from participation in tender on the date of opening of bids, either in individual  
capacity or as a member of the partnership firm or JV in which he was / is a partner/member.  
Concealment/wrong information in regard to above shall make the contract liable for determination under  
Clause 62 of the General Conditions of Contract.

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

We on behalf of firm hereby agree that all acts, deeds or things lawfully done by the said Attorneys or either  
of them under the authority of this power shall be construed as acts, deeds and things done by the

Signature of Tenderer

Firm and wehere by undertakes to confirm and ratify all and whatsoever the said Attorneys or either of them shall lawfully doorcause to be done by virtue of the powers hereby given.

Specimen signatures of the Attorney are appended below.

IN WITNESS WHERE OF this deed hasbeen signed and sealed by us the under named, on this..... day of..... 20.... , in presence of:

**WITNESSES:**

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

3.      Signature  
Name:  
Address:

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

(1) Name.....Signature.....  
(2) Name.....Signature.....  
Executed and Signed before me on this.....day of.....At..... (place).

(Seal and signature of Notary Public)

Notes: 1. In this formatspace has been provided for entering details of four partners, two constituents of JV and two attorney holders, however if the number vary the details may accordingly be entered.

2. The document should be notarized at its place of execution.

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

Signature of Tenderer

Annexure-O-6**AFFIDAVIT BY SOLE PROPRIETORSHIP FIRM WHEN PARTICIPATING IN JOINT VENTURE**

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

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

1. That I am running a business in the name and style of M/s ..... which is a sole proprietorship firm and which has got GST registration No.....
2. That I am the sole proprietor of the said firm M/S .....
3. That the Head office of the above named firm is situated at.....
4. That I through my above named firm shall participate in the tender No. .... issued by Northern Railway for the work namely “.....” in Joint Venture and for the purpose shall enter into and execute joint venture agreement with M/S ..... & M/S ..... (name of other constituent(s) of joint venture).
5. That we/our Firm ..... is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which he was / is a partner/member. Concealment/wrong information in regard to above shall make the contract liable for determination under clause 62 of the General Conditions of Contract.

DEPONENT

Verification:

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

DEPONENT

(Seal and signature of Notary Public)

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

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

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

Signature of Tenderer

**Board's Resolution of company for entering into Joint Venture (To be printed on Company's letter Head )**

EXTRACT OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS  
OF \_\_\_\_\_ (Company Name)

\_\_\_\_\_(CIN \_\_\_\_\_)(herein after referred to as company)

HELDON (Date)

\_\_\_\_\_AT (Address) \_\_\_\_\_

Whereas the Board has been described about NIT No. \_\_\_\_\_ issued  
by Northern Railway for the work namely “ \_\_\_\_\_ ”.

Board discussed the matter and after discussion following resolution was passed:

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

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

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

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

For the Organization,

(Seal of company & Signature of authorized person)

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Place:

Dated:

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

(Seal and signature of Notary Public)

Signature of Tenderer

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

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

3. Each page of the document should be signed by authorized signatory(s).

4. Any person/director should not be authorized to execute Power of Attorney in his own favour.

Signature of Tenderer

Annexure-O-8**POWER-OF-ATTORNEY BY A COMPANY (incorporated under companies Act) for entering into  
JOINT VENTURE AGREEMENT.**

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

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

AND WHEREAS by its resolution No.....passed in the meeting held on..... of  
the Board of directors of the company the company (company name) has decided to participate in the tender  
No. \_\_\_\_\_ issued by Northern Railway for the work namely “  
\_\_\_\_\_”

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

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

1. To enter into and execute and sign JOINT VENTURE agreement, draft of which has been approved by the company, on behalf of the company with above named constituents for participating in the aforesaid bid of the Northern Railway on behalf of the company.
2. To sign and submit all the necessary papers, letters, forms, quotes, bids etc.
3. To do any other act and complete requisite formalities on behalf of the company in connection with completion of aforesaid tender work and to enter into liability against the company.
4. And generally to do all such acts, deeds or things as may be necessary or proper for the purposes mentioned above.
5. That we/our (Name of the company) ..... is not blacklisted or debarred by Railways or any other Ministry /Department of Gov. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which the company was / is a partner/member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.

Signature of Tenderer



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

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

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

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

WITNESSES:

1. Signature  
Name:  
Address:

Executants' Signature & Seal of company:  
Name:  
Designation:

2. Signature  
Name:  
Address:

Specimen Signatures of Attorney Holder in token of acceptance:

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

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

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

(Seal and signature of Notary Public)

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

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

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

4. Executant and Power of Attorney holder should not be the same person.

Signature of Tenderer

Annexure-O-9**POWER-OF-ATTORNEY FOR SIGNING OF BID (when Tenderer is company incorporated under companies Act)**

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

KNOW ALL MEN BY THESE PRESENTS: WHEREAS M/s.....

..... (name of company & CIN number) is a Company registered under the Companies Act, 2013, and having its registered office at ..... (herein after called the 'Company').

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

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

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

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

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

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

Signature of Tenderer

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

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

WITNESSES:

1. Signature  
Name:  
Address:

Executants' Signature & Seal of company:  
Name:  
Designation:

2. Signature  
Name:  
Address:

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

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

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

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

(seal and signature of Notary Public)

Notes: 1.In this format space has been provided for entering details of two authorized persons/attorney holders however if the number vary details may accordingly be entered.

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

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

4. Executant and Power of Attorney holder should not be the same person.

Signature of Tenderer

Annexure-O-10**Board's Resolution of company incorporated under companies Act for submitting Tender by company (To be printed on company's letter head)**

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

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

RESOLVED THAT the company (company name) shall participate in the above tender.

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

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

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

For the Organization,

(Seal of company & Signature of authorized person)

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Place:

Dated:

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

(Seal and signature of Notary Public)

Signature of Tenderer

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

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

3. Each page of the document should be signed by authorized signatory(s).

4. Any person / director should not be authorized to execute Power of Attorney in his own favour.

Signature of Tenderer

**Annexure : O-11****POWER-OF-ATTORNEY FOR SIGNING OF BID (when Tenderer is LLP Firm incorporated Under LLPAct)****(To be executed nonjudicial stamp paper of appropriate value as per law of state concerned-Non Judicial stamp paper should be purchased in the name of the LLP Firm)**

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

AND WHEREAS by its resolution No.....passed in the meeting held on..... of  
 the Partners of the LLP the LLP.....(LLP name) have decided to participate in the tender No.  
 .....issued by Northern Railway for the work namely “  
 \_\_\_\_\_”  
 \_\_\_\_\_

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

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

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

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

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

That our LLP is not blacklisted or debarred by Railways or any other Ministry/Department of Govt.

Signature of Tenderer

Of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of JV in which the LLP was/is a member. Concealment/wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.

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

1. Signature  
Name:  
Address:

Signatures of authorized representative & Seal of LLP:  
Name of authorized representative (Executant):  
Designation:

2. Signature  
Name:  
Address:

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

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

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

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

(seal and signature of Notary Public)

Notes: 1.In this format space has been provided for entering details of two authorized persons/attorney holders however if the number very details may accordingly be entered.

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

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

Signature of Tenderer

**Annexure:O-12**

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

EXTRACT OF THE RESOLUTION PASSED AT THE MEETING OF THE PARTNERS  
OF \_\_\_\_\_ (LLP Name)  
having LLPIN \_\_\_\_\_ of 20.....(hereinafter referred to as LLP) HELD ON (Date)  
\_\_\_\_\_ AT (Address) \_\_\_\_\_  
Whereas the Board has been described about NIT No. \_\_\_\_\_ issued  
by Northern Railway for the work namely  
“\_\_\_\_\_”.

Partners discussed the matter and after discussion following resolution was passed:

RESOLVED THAT the LLP (LLPname) shall participate in the above tender.

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

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

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

For the Organization,

(Seal of LLP & Signature of authorized person)

Name of authorized person: \_\_\_\_\_

Designation: \_\_\_\_\_

Place:

Dated:

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

(Seal and signature of Notary Public)

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

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

3. Each page of the document should be signed by authorized signatory(s).

Signature of Tenderer



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

EXTRACT OF THE RESOLUTION PASSED AT THE MEETING OF THE PARTNERS  
OF \_\_\_\_\_(LLPName) having  
LLPIN \_\_\_\_\_ of 20.....) (herein after referred to as LLP) HELD ON (Date)  
\_\_\_\_\_AT (Address) \_\_\_\_\_

Whereas the Partners have been described about NIT No. \_\_\_\_\_  
\_\_\_\_\_Issued by \_\_\_\_\_ Northern Railway for the work  
namely“ \_\_\_\_\_  
\_\_\_\_\_”.Partners discussed the matter and after discussion following resolution was passed:

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

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

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

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

For the Organization,

(Seal of LLP & Signature of authorized person)

Name of authorized person: \_\_\_\_\_

Designation: \_\_\_\_\_

Place:

Dated:

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

(seal and signature of Notary Public)

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

Signature of Tenderer

2. The document should be notarized at its place of execution (Place of signing the document)..
3. Each page of the document should be signed by authorized signatory(s).

Signature of Tenderer

**Annexure : O-14****POWER of ATTORNEY BY A LLP Firm (incorporated under LLPAct) for entering into JOINT VENTURE AGREEMENT.**

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

KNOW ALL MEN BY THESE PRESENTS: WHERE AS M/S .....  
 .....(Name of LLP & LLP Number) is a LLP registered  
 Under the LLP Act, 2008, and having its registered office at ..... (Here in after called the 'LLP').

AND WHERE AS by its resolution No. .... passed in the meeting held on ..... of  
 The Partners of the LLP, the LLP ..... (LLP name) has decided to participate in  
 The tender No. .... issued by Northern Railway for the work  
 namely "....." in Joint Venture and for the  
 purpose the LLP shall enter into and execute joint venture agreement with M/S & M/S .....  
 ..... (name of other constituent(s) of joint venture) AND THAT M/S .....  
 ..... (name of the lead member of joint venture)  
 shall act as the lead member of above mentioned joint venture.

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

1. To enter into and execute and sign JOINT VENTURE agreement, draft of which has been approved by the LLP, on behalf of the LLP with above named constituents for participating in the aforesaid bid of the Northern Railway on behalf of the LLP.
2. To sign and submit all the necessary papers, letters, forms, quotes, bid set c.
3. To do any other act and complete requisite formalities on behalf of the LLP in connection with completion of aforesaid tender work and to enter into liability against the LLP.
4. And generally to do all such acts, deeds or things as may be necessary or proper for the purposes mentioned above.
5. That we/our Firm ..... is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which he was / is a partner/member. Concealment/wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.

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

Signature of Tenderer

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

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

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

WITNESSES:

1. Signature  
Name:  
Address:

Signatures of authorized representative & Seal of LLP:  
  
Name of authorized representative:  
Designation:

2. Signature  
Name:  
Address:

Specimen Signatures of Attorney Holder in token of acceptance:

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

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

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

(Seal and signature of Notary Public)

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

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

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

Signature of Tenderer

**Annexure-O-15****AFFIDAVIT BY HUF****( to be executed non judicial stamp paper of appropriate value as per law of state concerned-Non****Judicial stamp paper should be purchased in the name of HUF**

I.....S/o                      Shri                      .....aged                      about..... years  
 R/o .....and as Karta of my Hindu

Undivided Family (HUF) affirms on oath and declare as under:-

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

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

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

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

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

**DEPONENT**

Verification:

Verified at.....on this.....day of..... that the contents of my above affidavit are true  
 And correct to the best of my knowledge and belief and nothing material has been concealed there from.

**DEPONENT**

Karta of HUF-M/s.....

(seal and signature of Notary Public)

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

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

Signature of Tenderer

Annexure:O-16**POWER-OF-ATTORNEY FOR SIGNING OF BID (when Tenderer is Registered Society or Registered Trust  
Registered under Society Registration Act, 1860 or The Indian Trust Act, 1882)****(To be executed non judicial stamp paper of appropriate value as per law of state concerned-Non Judicial  
stamp paper should be purchased in the name of the Registered Society or Registered Trust)**

KNOW ALL MEN BY THESE PRESENTS: WHEREAS M/S .....  
 .....(Name of Registered Society or Registered Trust &Registered  
 Society having Registration number) is a Registered Society or Registered Trust and having its registered office  
 at..... (here in after called the 'Registered Society or  
 Registered Trust').

AND WHERE AS by its resolution No.....passed in the meeting held on.....of the Partners of  
 the Registered Society or Registered Trust.....have decided to participate in the tender  
 No. .... issued by Northern Railway for the work namely “.....”

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

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

The Registered Society/Registered Trust agrees and under takes that in the even to ifany change in the constitution of the Registered Society / Registered Trust, the rights and obligations of the Registered Society / Registered Trust shall continue to be in full force without any effect there of.

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

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

Signature of Tenderer

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

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

6. Signature  
Name:

Address:

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

Name of authorized representative (Executant):

Designation:

7. Signature  
Name:

Address:

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

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

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

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

(seal and signature of Notary Public)

Notes: 1.In this format space has been provided for entering details of two authorized persons/attorney holders however if the number vary details may accordingly be entered.

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

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

Signature of Tenderer

**ANNEXURE-Q****DECLARATION/UNDERTAKING**

I/We ..... (Name and Designation of tenderer/Authorized Person of tender) do hereby declare as under:

1. That I/We are an individual/Partnership firm/Company/Society/JV and:
  - (a) That I/We are not a retired Engineer of the gazetted rank or any other gazetted officer working before 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,
  - (b) That I/We being partnership firm /company / joint venture (JV)/ registered society /registered trust etc have none of our partners a retired Engineer or retired gazette officer as aforesaid.
  - (c) That I/We being an incorporated company have any such retired Engineer or retired officer as one of directors.
  - (d) That I/We do not have have in our employment any retired Engineer or retired gazetted officer retired from government service (at least 1 year prior to the date of submission of the tender)
  - (e) That I/We being an individual contractors, do not have a relative(s) or in the case of partnership firm/ company / joint venture (jv) / registered society / registered trust etc. have one or more of share holder(s) or relative(s) of the shareholder(s) employed in gazetted capacity in the Engineering or any other department of the railway.

**OR**

- 2 (a) That I am a Retired Engineer of the Gazetted rank participated in the tender in individual capacity as ..... (Name of the firm) with following details :

Name	Date of retirement	Post held, Place and Railway unit from which retired	Details of permission taken if such retired Engineer or Gazetted Officer had not retired from Govt. Office at least 1 year prior to the date of submission of tender

- 2 (b) That I/We are a Partner ship firm/Company/Society/JV and have following retired Railway Gazetted Officer as our Partner(s)/Director(s)/Employee:

S. No.	Name	Position in tendering entity i.e. Partner/Director Employee	Date of Retirement, Post held, Place and Railway unit from which retired	Details of permission taken if such Retired Engineer or Gazetted Officer had not retired from Govt. Office at least 1 year prior to the date of submission of tender

Signature of Tenderer



- 2 (c) That I/We are an Individual/Partnership firm/Company/Registered Society/Trust/JV and have following Share Holder(s) not having share of more than 1% or Relative (s) of the individual tenders/Share Holder (s) employed in Gazetted capacity in the Indian Railways:

S. No.	Name of the gazetted railway Officer who is/are Share Holder(s) or Relative(s) of Share Holder(s) of tenderer	Post held and Place of Posting	Railway/ Unit	Details of Shareholding or Relationship with individual/ share holder of the tenderer

**Note:**

- (i) **Strike Off (1)or(2) as applicable.**
- (ii) **Incase (1) is applicable and any of the 2(a),(b) or(c) is not applicable NIL may be filled.**
- (iii) **This Annexure-Q is to be given by each member of JV**

Place:-

(Signatures of Authorized signatory)

Name of the tendering firm

Dated:

Signature of Tenderer

## Annexure-R

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

Articles of agreement made on this day-----in the yearTwo Thousand and Twenty between the President of India, acting through the -----<Zonal Railway> Administration having its office at -----herein after called the 'Railway' of the first part and <-----Name of Contractor---->here in after called the 'Contractor ' of the second part having its office at -----With GSTIN-----<GSTINof billing unit>.

First part and second part collectively herein after called the 'Parties'.

Whereas the party here to of the second part executed an agreement with the party here to of the first part being agreement no.-----dated-----with contract cost of Rs----- for Performance of ----- herein after called the 'Principal Agreement'.

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

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

It is further agreed by and between the parties that Contractor shall be responsible to comply with IncomeTaxand GST lawsin relation to filing of returns.

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

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

For and on behalf of the President of India  
 Witness of the Signature

1. ....

2. ....

Address: .....

Signature of contractor

<Name of Authorised signatory>

Witness of the Signature

1. ....

2. ....

Address: .....

Signature of Tenderer

**ANNEXURE-U**

(Reference Clause 40(A))

Registered Acknowledgement Due

**PROFORMA OF 14 DAYS NOTICE FOR OFF LOADING 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 off load 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

Signature of Tenderer

**ANNEXURE-U-1**

(Reference Clause 40(A))

Registered Acknowledgement Due

**NOTICE FOR PART OF CONTRACT WORK OFF LOADED**

\_\_\_\_\_ **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/in adequate action to deploy adequate resources to commence the part(s) of work/show adequate progress of the part(s) of work, mentioned there in.

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 off loaded and being executed by other mode(s) at the cost detailed below:

Or,

1. Please refer your request letter no.....dated....., where in it was requested under clause 40A 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 off loaded and being executed by other mode(s) at the cost detailed below:

*(List of Part(s) of work off loaded, Details of mode of execution of such off loaded 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 here with.

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

4. The additional cost in execution of off loaded 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.

Signature of Tenderer

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

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

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

Signature of Tenderer

**ANNEXURE-AA**

**SYSTEM PERFORMANCE GUARANTEE**

**PROFORMA FOR THE SYSTEM PERFORMANCE GUARANTEE**

**To**

**The President of India,**

I/we \_\_\_\_\_ hereby guarantee that the design on the basis of which we have submitted our tender No.

\_\_\_\_\_ has been carefully made to confirm to the end objectives in the tender documents and to technical specifications therein. We further guarantee that in the event of the performance of the system, when installed, not complying with the end objectives or with the specifications contained in the tender documents, we shall provide further inputs to enable the Railway to realize the end objectives contained in these documents without any additional payment for any additional equipment which may be required in this regard. We further guarantee that all the expenses including the expenses incurred in India/abroad for providing the additional inputs under the System Guarantee will be borne by us. We further guarantee that these additional inputs will be provided by us to make the system workable within 36 months from the date on which this guarantee is invoked by the Purchaser.

**(Signature of Firm's authorized Officer)**

**Seal**

**Signature of witness:**

1.-----

2.-----

\*\*\*\*\*

Signature of Tenderer

**ANNEXURE-AB**

**STATEMENT OF DEVIATIONS**

**PROFORMA FOR STATEMENT OF DEVIATIONS**

1.0 The following are the particulars of deviations from the requirements of the instructions to TENDERERS, General 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)
--------	-----------	-----------------------------------

2.0 The following are the particulars of deviations from the requirements of the technical specifications:

(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.

**Signatures of tenderer/s**

Signature of Tenderer

ANNEXURE-AC**CERTIFICATE****Joint Inspection of Cable trench & protective works****(FOR TELECOM WORKS)**

1. The cable trench/channel including ducts, pipes & arrangements etc.-route has been jointly inspected by us on the following sections and the work has been done according to the specifications. The laying of cable can be taken on these sections after the deficiencies noted below are rectified and offered for further check.

-----

2.	S.No.	From KM	To KM	Remarks/deficiencies if any
----	-------	---------	-------	-----------------------------

-----

3. The following joints have been supervised and provided as per manufacturer's instructions and it is confirmed that all the material or kits have been used up.

-----

SNo.	Type of joint	Locations (KM.No.)	Remarks/Deficiency if any
------	---------------	--------------------	---------------------------

-----

Signature of Contractor's

Signature of Purchaser's

Representative with

Representative with

Designation

Designation

Signature of Tenderer



**ANNEXURE-AD****STANDARD INDEMNITY BOND FOR ON ACCOUNT PAYMENT**

We M/s. \_\_\_\_\_ hereby Undertake that we held in our custody for and on behalf of the President of India Acting in the Premises through the General Manager, N. Rly., New Delhi herein after referred to as the "Purchaser" and as has property in trust for him all imported and indigenous materials which have been handed over against the contract for the works in the section.

\_\_\_\_\_ To \_\_\_\_\_ Stations on Northern Railway vide letter for acceptance of Tender No. \_\_\_\_\_ date \_\_\_\_\_ and materials such as

\_\_\_\_\_ Handed over to us by the purchaser for the purpose of execution of the said contract, until such time the materials are duly erected or otherwise handed over to him. We shall be entirely responsible for the same custody and protection of the said materials against all risk till they are duly delivered as erected equipment to the purchaser, or as he may direct otherwise and shall indemnify the purchaser against any loss or damaged deterioration whatsoever in receipt of the said materials while in our possession and against disposal or surplus materials. The said materials shall at all times be open to inspection by any officer authorized by the General Manager, Northern Railway, S&T/P, New Delhi or his successor.

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

Date \_\_\_\_\_ day of \_\_\_\_\_ (month & year).

Signature of witness

Name of witness in Block letters.

Address

For and on behalf of

M/s. \_\_\_\_\_

(Contractor).

.....

Signature of Tenderer

ANNEXURE-AE**GUARANTEE BOND**

1. Consideration of the President of India (herein after called "the Government") having agreed to exempt M/s. \_\_\_\_\_ (herein after called "the said contractor(s)" from the demand for the payment of security deposit for the due fulfillment by the said contractor(s) on the terms and conditions of the Agreement No. \_\_\_\_\_ dated \_\_\_\_\_ made between \_\_\_\_\_ and \_\_\_\_\_ for (herein after called "the said Agreement") on production of a bank guarantee for Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ only). We \_\_\_\_\_ Bank Ltd., (herein after referred to as "the Bank") do hereby undertake (and promise) to pay the Government an amount not exceeding Rs. \_\_\_\_\_ against any loss or damage caused to or suffered by the Government by reason of any breach by the said contractor(s) of any of the terms of conditions contained in the said Agreement.

2. We \_\_\_\_\_ Bank Ltd. Further agree and promise) to pay the amounts due and payable under this guarantee without demur, merely on demand from the Government through the Financial Adviser and Chief Accounts Officer/Const Northern Railway, Kashmeri Gate, Delhi stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of any breach by the said contractor(s) of any of the terms & conditions contained in the said agreement or by reason of the contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_.

3. We \_\_\_\_\_ Bank Ltd., further agree that the guarantee here in contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till \_\_\_\_\_ (office/deptt.). Ministry of \_\_\_\_\_ certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before (2 months after the date of completion of the contract) we shall be discharged from all liability under this guarantee there after.

(a) Notwithstanding anything to the contrary contained herein the liability of the Bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the Government of until \_\_\_\_\_ (the date of the expiry of the contract) whichever is earlier and no claim shall be valid under this guarantee unless notice in writing thereof is given by the Government within 2 months from the date aforesaid).

(b) (Provided always that we \_\_\_\_\_ Bank unconditionally undertakes to renew this guarantee or to extend the period of guarantee from year to year within two months before the expiry of the period or the extended period of the guarantee, as the case may be, on being called upon to do so by the Government. If the guarantee is not renewed or the period extended on demand, we \_\_\_\_\_ Bank shall pay the Government the full amount of the Guarantee on demand and without demur.

4. We, \_\_\_\_\_ Bank Ltd., further agree with the Government that the Government shall have the fullest liberty without our consent and without effecting in any manner out of obligations hereunder to vary any of the terms and conditions of the said contract or (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) and to forebear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liability by reason of any such variation, or

Signature of Tenderer

extension being granted to the said contractor(s) or for any balance, act or Omission on the part of the Government or by any indulgence by the Government to the said contractor(s) or by any such matter or thing what so ever which under the law relating to sureties but for the said reservation would relieve us from the liability.

5. This guarantee will not be revoked by any change in the constitution of the Bank and or of the surety.

6. We, \_\_\_\_\_ Bank Ltd., lastly under take not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Dated \_\_\_\_\_ day \_\_\_\_\_

Signature of Tenderer

**ACKNOWLEDGMENT FOR RECEIVING MATERIALS FROM RAILWAYS**

To,

Station:

**The Dy.CSTE/Special/Tilak Bridge  
Northern Railway,****Date:**

Sir,

SUB: Receipt of materials/Cables from Railways

It is hereby acknowledged that the following materials/cables as detailed have been received in full and in good condition by me at \_\_\_\_\_ No. \_\_\_\_\_ and the work coming under the agreement No. \_\_\_\_\_ Dated \_\_\_\_\_.

Sr. No	.Description of materials	Qty./Nos.	Remarks if any
1.			
2.			
3.			

**Signature of Engineer's  
Representative with designation  
Witnessed By:****Signature of Contractor.**

Signature of Tenderer

**VOLUME-II**

**SPECIAL CONDITIONS OF CONTRACT**

Signature of Tenderer

**SPECIAL CONDITIONS OF CONTRACT**

**NAME OF WORK: - "Provision of Electronic Interlocking (EI) based Automatic Signaling in Delhi-Rewari section, along with Replacement of 6 EI's at Palam, Gurgaon, Jataula Jauri Sampka, Pataudi Road, Inchhapuri & Khalilpur (Delhi-Rewari Section length- 75 Kms approx.)"**

**1. Tender Document**

The tender shall be governed by Indian Railway **General Conditions of the Contract April-2022** corrected up to latest correction slip issued as on tender opening date, instructions to tenderer and Special Conditions of the Contract. Wherever Special Conditions of Contract differ from General Conditions of Contract and instructions to tenderer, the provisions of Special Conditions of Contract shall override.

The tenderer shall read paragraph by paragraph for each section of the tender document and ensure that his tender complies in every respect with the requirement of each clause and sub-clause or if not, precisely how they differ from the requirement of the tenderer. If there is any deviation with respect to any provision of this tender the same shall be indicated in **Annexure-AB**. If nothing is mentioned in **Annexure-AB**, it would be taken that offer of tenderer has no deviation.

**2. SCOPE OF WORK FOR THE TENDERER:**

The contractor is required to carry out a broad survey of the section to assess & plan the works to be carried out jointly with the railway officials.

**2.1.1 Brief details of work execution plan:**

Total scope of work of auto signalling in DLI-RE section involves 11 block sections and 12 stations.

- A) Provision of new EI at 06 stations, namely, Palam(PM), Gurgaon(GGN), Jataula Jauri Sampka(JSKA), Pataudi Road(PTRD), Inchhapuri(IHP) &Khalilpur(KIP) and at rest of the 5 stations, namely, Patel Nagar(PTNR), Delhi Cantt.(DEC), Bijwasan (BWSN), GarhiHarsaru(GHH), and Patli(PT) alteration (Indoor and outdoor) will be carried out. The alteration in RRI of Rewari Station icw auto signaling work is not included in this work.
- B) For commissioning of auto signalling in Delhi-Rewari section, new CIUs will be provided at all 12 stations (including Rewari).
- C) Tender Schedule A Item no 1 will cover the scope of provisioning of new EI system (along with all associated items as detailed in tender schedule) at 6 stations and auto huts of adjacent block sections, namely, Palam, Gurgaon, JataulaJauriSampka, Pataudi Road, Inchhapuri&Khalilpur. In this new EI system, CIU will control all station functions of the respective station and auto section functions of adjacent block sections.
- D) Tender Schedule A Item no 2 will cover the scope of provisioning of new CIU (along with all associated items as detailed in Tender schedule) at 6 stations & auto huts of adjacent block sections, namely, Patel Nagar(PTNR), Delhi Cantt.(DEC), Bijwasan(BWSN), GarhiHarsaru(GHH), Patli (PT) and Rewari (RE). New CIU provided at stations will communicate with station functions (i.e. station functions controlled by existing EI system) and control auto section functions of adjacent block sections. It is again clarified that New CIU & OCs provided at Rewari station for automatic signalling work will control the OCs at auto huts of RE-KIP section as per scheme mentioned.
- E) Tender Schedule A Item no. 3 will cover the scope of alteration at 5 stations , namely, Patel Nagar(PTNR), Delhi Cantt.(DEC) , Bijwasan(BWSN), GarhiHarsaru(GHH) and Patli (PT) in connection with commissioning of Auto signalling in Delhi-Rewari section. The alteration in RRI of Rewari Station icw auto signaling work is not included in this work.

Signature of Tenderer

**2.1.2 Scheme of Electronic Interlocking based Automatic signalling using Dual detection MSDAC**

The scheme consists of two components. One is controlling of aspects of Automatic signals based on the clearance of tracks ahead and other is Train detection in block section.

(a) Signal aspects are controlled using Object Controllers (OCs), placed at auto section Huts commanded by Central Microprocessor equipment (CIU+OCs) placed at Stations.

Stations are categorised in two sets i.e.

- i) At 6 stations (covered in tender schedule A item no. 1) provision of replacement of existing EI system with new EI system (New CIU + OCs, etc) and provision of OCs at auto huts for commanding all station functions through OCs provided at station and all signal aspects of auto section of adjacent block sections through OCs provided at auto huts as per scheme mentioned.
- ii) At 6 stations (covered in schedule A item no. 2 ) provision of new Central microprocessor equipment (CIU+OCs) and OCs at auto huts for the purpose of communication with existing station functions and controlling signal aspects of auto section of adjacent block sections as per scheme mentioned.

For installing the equipments and commissioning of automatic signalling in Delhi-Rewari section necessary power supply (i.e. 230V AC/110V DC), all sort of cables, buildings, etc will be provided by Railway.

Auto Huts (AHs) will be provided by Railway in the block section as per details given below:-

**Details of Auto huts in Delhi Rewari Section**

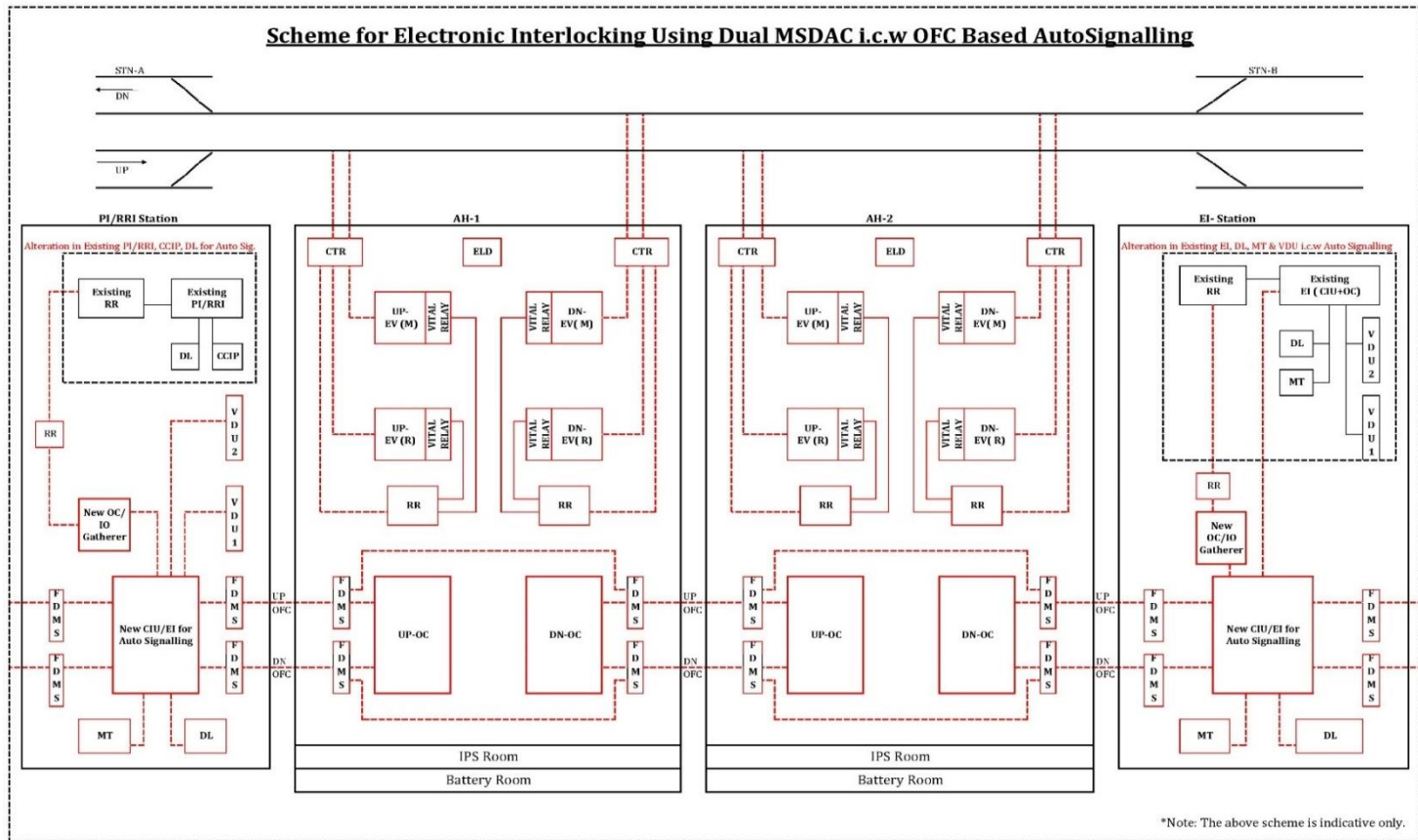
Sr. No.	Auto Sections Name	Number of Auto huts
1	PTNR-Ex DEC	1
2	DEC-Ex PM	1
3	PM-Ex BWSN	1
4	BWSN-Ex GGN	1
5	GGN-Ex GHH	2
6	GHH-Ex PT	1
7	PT-Ex JSKA	1
8	JSKA-Ex PTRD	1
9	PTRD-Ex IHP	1
10	IHP-Ex KIP	1
11	KIP-Ex RE	2
<b>Total</b>		<b>13</b>

(b) Continuous Train detection to be achieved through MSDAC (Dual detection) in block sections.

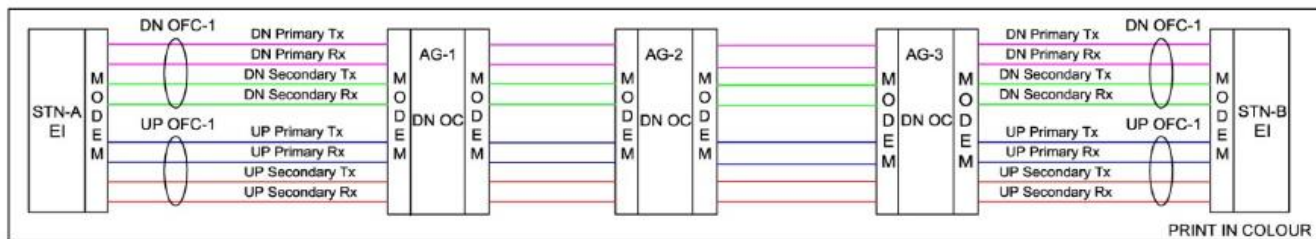
Interfacing of MSDAC (track sections, supervisory track sections, resetting, etc) with EI for controlling the aspect of automatic signals will be done by the contractor. Supply of interface relays for MSDAC is to be done by contractor. Supply and installation of MSDAC will be done by Railway

Basic Schematic diagram of Electronic Interlocking based Automatic signaling using Dual detection MSDAC is placed as under:-

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The communication arrangement between OCs and Central Interlocking Units (CIUs) in Station A and Station B Automatic section is given below:



Both stations 'A' and 'B' on either end of the block section are provided with Electronic Interlocking System. The Automatic Signals of either direction are controlled by the EI of Sending station, through the OCs provided in the AHs. Minimum two OCs are provided in each AH, for controlling either direction Automatic Signals. This arrangement will ensure that if any OC has failed, only one direction traffic will get affected. OC for DOWN direction is connected to EI of station A, similarly OC for UP direction is connected to EI of station B. The communication media between AH and Station is through OFC.

It is further clarified that in Patel Nagar-Delhi cantt section for twin single lines separate OC's to be provided for each direction of the same line.

Minimum 01 OC along with CIU is to be provided at all stations so as to gather the information of station's Home signal in order to control the aspect of its rear automatic signals or to give the information to station for deciding the aspect of Advance starter signal through ahead automatic signals in block section (HYR, HHYR, DYR).

For Stations of new EI system Dual VDUs are to be provided for controlling and displaying the indications of the Signature of Tenderer



complete station yard along with Auto Sections of adjacent block sections.

For altered Stations, new Dual VDUs are to be provided for displaying the indications of the Auto Sections of adjacent block sections.

It is important to note here that work is to be executed as per the IRSEM provisions.

### **2.1.3. Technical Specifications & time schedule for Design, Preparation and supply of Signaling**

#### **(a) General:**

1. Design, Preparation and supply of all "AS PLANNED" and "AS LAID"(Completion) drawings, Signaling Circuits and documents shall be in licensed software i.e. Auto CAD (Latest Release) or on the software specified by the Railways.
2. Drawings submitted shall be of size as per extant practice of the Railway as per the current practice and instructions, Circuit Diagrams and other Diagrams shall be prepared and submitted in A-3 (297mm x 420mm) size of tracings and Cable route plan and Cable Distribution plan in A-2 (420 mm x 594 mm) size of tracing.
3. The design shall be conforming to the extant Railway's instructions & practices, General and Subsidiary rules, Signal Engineering Manual, Block Working Manual, Schedule of Dimensions, other relevant rule books, the guidelines provided by RDSO and as per the latest rules & guide lines prescribed by the Railway.
4. Wiring diagram for provision of DATALOGGER shall be prepared on separate sheets.
5. The design shall be based on the type and configurations of the Relays to be used, which will be specified by Railways while execution. Drawings and documents for stations shall be prepared considering Running lines as well as Sidings, L.C. Gates etc. and other features within the station yard as per approved Signaling Plan.
6. Alteration column should be shown on every sheet and sufficient space should be left for further alterations on each sheet.
7. The drawings for checking by the Railway authorities shall be supplied by the contractor on double matte tracing film
8. Working/Commissioning/testing sets of wiring documents will be the property of Railways and shall be kept by Railways for safe custody.

#### **b) Scope of work for contractor:**

- i. The work includes supply of items as mentioned in the schedule by contractor. Design, preparation and supply of Signaling Circuits, Contact Analysis, Fuse analysis, Relay Rack and Relay disposition plan and all relevant drawings as per the technical specification and extent instructions and based on Selection table, Locking table/Route Control Chart, Control Panel, Route Section Plan if applicable.
- ii. Supply of all stationary materials as per Railway's guidelines in force.
- iii. Transportation of all drawings, documents or other stationary materials to the office of Engineer in charge or at the site of works, if necessary, except where otherwise indicated.
- iv. Subsequent modifications/alterations as and when required as per Policy circular.
- v. Carrying out Survey at sites wherever required
- vi. The following "As Planned" drawings and documents shall be designed and supplied as per applicability at a particular station: -

#### **• Indoor**

- a) Route Control Chart/Selection table.
- b) Circuit Diagrams.
- c) Relay Contact Analysis Chart and circuit diagram numbering including field cables, panel cable terminal numbers, fuse and negative link terminal No. etc. complete.
- d) Automatic signaling Wiring Diagram
- e) Details of analog and digital inputs to be fed to datalogger as input.
- g) Fuse Particulars.
- h) Relay and CT rack placement diagram in central relay room and relay huts.
- i) Relay Disposition Chart.
- j) Power Supply Diagram.

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k) Electronic Interlocking Documents for Technician/Sr.Engineer at installation and maintenance level for installation, testing, commissioning and maintenance of the system.

l) Electronic Interlocking Documents for Engineers level Technical and system module level for diagnostic and trouble shooting at repair Centre.

• **Outdoor**

a) Cable Termination rack Particulars (Field Cables and panel cables)

b) Cable Route Plan with Location placement diagram over yard layout.

c) Cable Core Plan/Location/JBs Particulars.

d) Location huts/LC gates wiring Diagram

e) Location detail Diagram.

f) Track Circuit Bonding Plan/ MSDAC DP plan.

**c) Documents to be supplied by Railways**

The following, where prepared by the Railways & not included in the contractors scope of work may be supplied to contractor.

i. Approved copy of Signalling Plan along with softcopy for supply of Condensed Yard diagram by contractor as per requirement.

ii. Layout plan of S&T service building and DG room.

iii. Standard Guidelines issued by the Railway from time to time.

iv. Contractor shall be responsible for collection of any other drawings/documents for guidance as deemed necessary to carry out the work.

v. One set of drawing for similar works as guideline (on request).

**d) Schedule and quantum of supply by contractor**

i. Two copies of Original prints on papers of all the drawings and circuit diagram along with Contact Analysis and Relay Disposition Chart are to be supplied by contractor duly checked and signed by contractor's signal engineer through Railway's representative as check prints initially for checking, approval and signature.

ii. After approval of check print one copy of the circuit diagram along with Contact Analysis and Relay Disposition Chart will be kept by railways and other copy will be given to the contractor for wiring at site.

iii. After approval of check print one copy of ST & Cable route plan will be given for submission of ST on tracing film for approval of railways.

iv. After commissioning of work again two copies (check print on paper) of all drawings (as laid) and as wired circuit diagram along with Contact Analysis and Relay Disposition Chart will be submitted for approval of railways. After approval of check print circuit diagram will be submitted on tracing film for endorsement of completion.

v. After getting all the original tracings, the drawings would be approved and signed. The original tracings/ would be returned to contractor for taking out prints and submitting minimum Six sets of "As Planned" drawings, along with two sets of CDs and original approved tracings bearing signature.

**e) Contractor while bidding needs to confirm to meet end objectives and to technical specifications given in tender document. For that he needs to submit system performance guarantee Performa as per Annexure-AA.**

**2.1.4 Scope of work covered in ITEM no. 1 (Schedule A)**

The scope of work involves following activities:

Indoor works:

i. Design, Supply, installation, testing and commissioning of Electronic interlocking (EI) system with HOT standby architecture for Palam, Gurgaon, Jataula Jauri Sampka, Pataudi Road, Inchhapuri and Khalilpur stations including adjacent block sections for Automatic Block Signalling as per RDSO specification no.

RDSO/SPN/192/2019 ver 2.0 or latest and RDSO issued OEM specifics TANs and Dual VDU as per specifications in accordance with the EI Scheme attached. System design should cater to accommodate 15% additional I/O as per para 6.6 of RDSO specs at all locations i.e. in central EI at station as well as line-wise (and direction wise for bidirectional line) in auto section Relay Huts.

ii. Execution of work should be carried as per TAN no -

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- (a) STS/E/TAN/3012, Ver.2.0, Dt. 10.8.2016 or latest (Guidelines for TSSA of EI),
  - (b) The minimum requirement for embedded PC for Maintenance terminal should be as per Para. 5.3.2 of RDSO specification no. RDSO/SPN/192/2019 with latest amendments or latest. (Embedded PC for EI)
  - (c) STS/E/TAN/3006, Ver.1.0, Dt. 2.11.2012 (Earthing & Bonding Scheme of EI) &
  - (d) STS/E/TAN/3008, Ver.1.0, Dt. 31.03.2013 (Centralized & Distributed Architecture of EI).
- iii. Complete interface equipment between EI & outdoor gears and EI & Dual VDU and Maintenance Terminal (MT).
- iv. Supply of all type of interfacing relays including MSDAC interface relays with spares as per RDSO specification according to OEM.
- v. Power Supply equipment's at each Station and Auto Hut as per schedule suitable for EI system supplied (Un-stabilized 230V AC/110V DC from IPS will be provided by Railway)
- vi. Maintenance terminal at each station having industrial grade fanless PC with 55 inches (4k LED Type) including internal Data logger as per RDSO specification no. RDSO/SPN/192/2019 with latest amendments, its work station furniture (Table, revolving chair & accessories) with UPS of minimum one hour backup and Supply of A4 size color laser printer, OFC connectivity (Patch Cords) as per requirement of system.
- vii. Control Terminal, VDU display & VDU table: Dual VDU for dual operating console comprising of
- (a) Control Terminal (CPU) industrial grade with all accessories. The minimum requirement for embedded PC should be as per Para. 8.5 of RDSO specification no. RDSO/SPN/192/2019, with latest amendments.
  - (b) VDU display- Each Station shall be provided with 02 no. VDUs (4K, LED type, 55" or more). Monitor shall be of LG/Samsung/Sony or similar. These are to be supplied along with keyboard & mouse. All the above items should be suitable for 24X7 application. The inverter of suitable capacity is to be provided for uninterrupted working of the Control Terminal and Supply of A4 size laser printer.
  - (c) VDU Table of suitable size to accommodate the Dual VDU system i.e. Control Terminal, Monitors, inverter & power supply, communication arrangement along with VDU change over arrangement as required, SM key box, Counter, control phones, Dual MSDAC reset boxes etc.
- viii. Data logger with accessories and its networking: External data logger (to be provided at each station and auto hut) as per RDSO specification no. IRS:S 99/2006 with latest amendments with EI equipments including protocol converters and its OFC based networking with other dataloggers so as to access the complete station and auto hut data at central EI building and central networking with station and divisional control office. Each datalogger system includes Fault analysis system (PC) with necessary software for fault diagnostic with built in modem for networking with all accessories. The Fault Analysis System consists of PC HP/DELL/IBM/Lenovo with INTEL Core i7, 8GB or more RAM, cache 8MB, level 2, 500GB HDD or SSD or better for data input. It also includes supply of 32" LED FULL HD monitor, A-4 size Laser printer, online UPS 1KVA with 30 min backup, computer table and chair. The data logger failure analyser should be compatible for configuration the system in case of any alteration in the yard interlocking in future
- ix. Inter connecting cables between equipment's to equipment's and equipment to racks.
- x. Establishing route diversified OFC based communication with 100% standby between central EI and I/O gatherers or Object Controllers in Auto huts, only OFC shall be supplied by Railways.
- xi. Provision of Lightning & Surge Protection devices suitable for EI installation at station building and Auto Huts.
- xii. Provision of earthing and bonding system for EI equipments as per latest RDSO specifications and RDSO TAN no. STS/E/TAN/3012 dt. 10.8.2016 and STS/E/TAN/3007 dt. 2.11.2012 for EI installation at station building and Auto Huts.
- xiii. Measuring instruments required for installation, testing & commissioning (General and EI specific, both) along with maintenance tool kit as per tender schedule.
- xiv. The scope of work also includes Design, installation, testing and commissioning of system completely. The installation of the equipment including software loading and required data input etc. will be done by the contractor in the Railway premises. Testing and commissioning of EI system will be done by the contractor jointly with Railway Engineer. This includes FAT, SAT and other testing. The Contractor shall depute competent Engineer and qualified staff for the same.
- xv. Counter box having non resettable counters is to be provided.

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xvi. Supply of documents as per para 10 of RDSO spec. No RDSO/SPN/192/2019 or latest with latest amendments.

xvii. Essential spares for EI to be supplied. Spares shall be 10% (Rounded off to upper side with minimum of 1 unit) of all the modules/cards/relays/etc

xviii. Tenderer should note that the interface equipment/device to the field signaling gears and VDU to be supplied should be complete and compatible with the signaling equipment, in use for Relay Interlocking on Northern Railway. The contractor shall ensure that the interface equipment's match with the outdoor signaling equipment provided, be it through provision of any additional equipment required and/or any work required to be done.

xix. Supply of material as mentioned in tender schedule.

Any other material / equipment / accessories required for installation & commissioning of the complete EI system to function efficiently as per the approved SIP is to be supplied by contractor.

EI is to be commissioned as per specification RDSO/SPN/192/2019 ver.2 with latest amendments only. In this tender document if anywhere other specification is written then that should be considered by mistake.

T-SIP/SIP of Palam(PM), Gurgaon(GGN), Jataula Jauri Sampka (JSKA), Pataudi Road(PTRD), Inchhapuri(IHP) and Khalilpur(KIP) stations and PM-BWSN, GGN-GHH, JSKA-PTRD, PTRD-IHP, IHP-KIP, KIP-RE block sections are enclosed.

Cost break up of Item no.1 (Schedule A) is as under:-

Break up of EI Rates along with all accessories covered in Sch-A Item no. 1				
Sr. No.	New EI Stations Name	Cost of EI	Auto Sections Name	Cost of EI
1	Palam	19248144.39	PM-Ex BWSN	7577706.41
2	Gurugram	21565107.41	GGN-Ex GHH	13501678.98
3	Jataula Jauri Sapka	16004402.88	JSKA-Ex PTRD	6162645.13
4	Pataudi Road	15693514.06	PTRD-Ex IHP	4759386.85
5	Inchapuri	17327420.85	IHP-Ex KIP	6162645.13
6	Khalilpur	15717586.15	KIP-Ex RE	13562957.56
Total EI Cost		105556175.7		51727020.05
Spare Material Cost		10665440.57		
Total Cost Sch-A Item no. 1		167948636.35		

#### **2.1.5 Scope of work covered in ITEM no.2 (Schedule A)**

The scope of work involves following activities:

Indoor works:

i. Design, Supply, installation, testing and commissioning of Electronic interlocking (EI) system with HOT standby architecture for Automatic Block Signalling in adjacent block sections of stations, namely, Patel Nagar, Delhi Cantt, Bijwasan, Garhi Harsaru, Patli and Rewari as per RDSO specification no. RDSO/SPN/192/2019 ver 2.0 or latest and RDSO issued OEM specifics TANs. and Dual VDU as per specifications in accordance with the EI Scheme attached. System design should cater to accommodate 15% additional I/O as per para 6.6 of RDSO specs at all locations i.e in central EI at station as well as line-wise (and direction wise for bidirectional line) in Auto section Relay Huts.

ii. Execution of work should be carried as per TAN no.

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- a) STS/E/TAN/3012, Ver.2.0, Dt. 10.8.2016 or latest (Guidelines for TSSA of EI),
- b) The minimum requirement for embedded PC for Maintenance terminal should be as per Para. 5.3.2 of RDSO specification no. RDSO/SPN/192/2019 with latest amendments or latest. (Embedded PC for EI)
- c) STS/E/TAN/3006, Ver.1.0, Dt. 2.11.2012 (Earthing & Bonding Scheme of EI) &
- d) STS/E/TAN/3008, Ver.1.0, Dt. 31.03.2013 (Centralized & Distributed Architecture of EI).
- iii. Complete interface equipment between EI & outdoor gears and EI & Dual VDU and Maintenance Terminal (MT).
- iv. Supply of all type of interfacing relays including MSDAC interface relays with spares as per RDSO specification according to OEM.
- v. Power Supply equipment's at each Station and Auto Hut as per schedule suitable for EI system supplied (Un-stabilized 230V AC/110V DC from IPS will be provided by Railway)
- vi. Maintenance terminal at each station having industrial grade fanless PC with 55 inches (4k LED Type) including internal Data logger as per RDSO specification no. RDSO/SPN/192/2019 with latest amendments, its work station furniture (Table, revolving chair & accessories) with UPS of minimum one hour backup and Supply of A4 size color laser printer, OFC connectivity (Patch Cords) as per requirement of system.
- vii. Control Terminal, VDU display & VDU table: Dual VDU for dual operating console comprising of
  - (a) Control Terminal (CPU) industrial grade with all accessories. The minimum requirement for embedded PC should be as per Para. 8.5 of RDSO specification no. RDSO/SPN/192/2019, with latest amendments.
  - (b) VDU display- Each Station shall be provided with 02 no. VDUs (4K, LED type, 55"). Monitor shall be of LG/Samsung/Sony or similar. These are to be supplied along with keyboard & mouse. All the above items should be suitable for 24X7 application. The inverter of suitable capacity is to be provided for uninterrupted working of the Control Terminal and Supply of A4 size laser printer.
  - (c) Suitable modification/alteration/augmentation in existing VDU Table or provisioning of new VDU Table of suitable size to accommodate the existing and newly provided Dual VDU system i.e. Control Terminal, Monitors, inverter & power supply, communication arrangement along with VDU change over arrangement as required, existing SM key box, existing Counter, and control phones, Dual MSDAC reset boxes etc. as per site requirement.
- viii. Data logger with accessories and its networking: External data logger (to be provided at each auto hut) as per RDSO specification no. IRS:S 99/2006 with latest amendments with EI equipments including protocol converters and its OFC based networking with other dataloggers so as to access the complete data at central EI building and central networking with station and divisional control office. Each datalogger system includes Fault analysis system (PC) with necessary software for fault diagnostic with built in modem for networking with all accessories. The Fault Analysis System consists of PC HP/DELL/IBM/Lenovo with INTEL Core i7, 8GB or more RAM, cache 8MB, level 2, 500GB HDD or SSD or better for data input. It also includes supply of 32" LED FULL HD monitor, A-4 size Laser printer, online UPS 1KVA with 30 min backup, computer table and chair. The data logger failure analyser should be compatible for configuration the system in case of any alteration in the yard interlocking in future
- ix. Inter connecting cables between equipment's to equipment's and equipment to racks.
- x. Establishing route diversified OFC based communication with 100% standby between central EI and I/O gatherers or Object Controllers in Auto huts, only OFC shall be supplied by Railways.
- xi. Provision of Lightning & Surge Protection devices suitable for EI installation at Auto Huts is covered under the scope of Schedule A item no 2 and for new EI equipment(s) provided against Schedule A item no 2 at stations is covered in the scope of Schedule A item no. 3
- xii. Provision of earthing and bonding system for EI equipments as per latest RDSO specifications and RDSO TAN no. STS/E/TAN/3012 dt. 10.8.2016 and STS/E/TAN/3007 dt. 2.11.2012 for EI installation at Auto Huts is covered under the scope of Schedule A item no 2 and for new EI equipment(s) provided against Schedule A item no 2 at stations is covered in the scope of Schedule A item no. 3
- xiii. Measuring instruments required for installation, testing & commissioning (General and EI specific, both) along with maintenance tool kit as per tender schedule.
- xiv. The scope of work also includes Installation, testing and commissioning of system completely. The installation of the equipment including software loading and required data input etc. will be done by the contractor in the Railway premises. Testing and commissioning of EI system will be done by the contractor jointly with Railway Engineer. This includes FAT, SAT and other testing. The Contractor shall depute competent Engineer and qualified staff for the same.

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xv. Supply of documents as per para 10 of RDSO spec. No RDSO/SPN/192/2019 or latest with latest amendments.

xvi. Essential spares for EI to be supplied. Spares shall be 10% (Rounded off to upper side with minimum of 1 unit) of all the modules/cards/relays/etc

xvii. Tenderer should note that the interface equipment/device to the field signalling gears and VDU to be supplied should be complete and compatible with the signalling equipment, in use for Relay Interlocking on Northern Railway. The contractor shall ensure that the interface equipment's match with the outdoor signaling equipment provided, be it through provision of any additional equipment required and/or any work required to be done.

xviii. Supply of material as mentioned in tender schedule.

Any other material / equipment / accessories required for installation & commissioning of the complete EI system to function efficiently as per the approved SIP is to be supplied by contractor.

EI is to be commissioned as per specification RDSO/SPN/192/2019 ver.2 with latest amendments only. In this tender document if any where other specification is written then that should be considered by mistake.

T-SIP/SIP of (PTNR-DEC),(DEC-PM),(BWSN-GGN),(GHH-PT),(PT-JSKA) Block sections and corrected T-SIP/SIPs of Patel Nagar(PTNR),Delhi Cantt.(DEC), Bijwasan(BWSN), Garhi Harsaru(GHH), Patli(PT) and Rewari(RE) stations are enclosed.

Cost break up of Item no.2 (Schedule A) is as under:-

Break up of EI Rates along with all accessories covered in Sch-A Item no. 2				
Sr. No.	Altered EI Stations Name	Cost of EI	Auto Sections Name	Cost of EI
1	Patel Nagar	9070444.41	PTNR-Ex DEC	11475754.33
2	Delhi Cantt.	9070444.41	DEC-Ex PM	4391464.51
3	Bijwasan	8880348.69	BWSN-Ex GGN	7593754.47
4	Garhi Harasuru	8880348.69	GHH-Ex PT	7872547.17
5	Patli	8880348.69	PT-Ex JSKA	4726858.08
6	Rewari	8642108.79	-----	-----
Total EI Cost		53424043.68		36060378.55
Spare Material Cost		6179232.88		
Total Cost Sch-A Item no. 2		95663655.11		

#### 2.1.6 Alterations in Existing EI/PI/RRI:

##### Details of EI Make at Altered station

<b>Sr. No.</b>	<b>Alteration EI Stations Name</b>	<b>EI MAKE</b>
1	Patel Nagar	MEDHA
2	Delhi Cantt.	MEDHA
3	Bijwasan	SIEMENS
4	GarhiHarasuru	WESTRACE
5	Patli	WESTRACE

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i. For Stations already having EI, the scope includes Supply, Installation, Wiring, Programming, testing & commissioning i.c.w Modification/alteration/ augmentation in the existing EI systems (EI, MT, DL, VDU, Mini IPS, ELD etc) of Hot standby Arch as per RDSO/SPN/192/2019 &/or RDSO/SPN/203/2011 with version 1.0 or latest(as available at existing Stations) as per approved signalling plan with all required materials/cards of EI.

All materials (EI Cards, all sorts of interface Relays, connectors, wiring materials, communication equipments, DC-DC convertor modules for mini IPS, datalogger modification, ELD modification, IPS modules etc) if required for modification/Alteration/Augmentation must be supplied by the contractor & all activities (Designing, Interface/Logic Circuit modification, FAT, SAT, OEM Certificate, Drawing, Alteration in VDU & Panels, etc) required for modification /Alteration /Augmentation must be carried out by the contractor.

This also includes supplies necessary for earthing the modified/Altered/Augmented EI those needed for re-wiring external data-logger & mini IPS etc. Item also includes preparation of Interface circuit, logic circuit, Selection Table, Locking Table, Control Panel and Route Section Plan, Wiring Diagram and other Diagrams (other technical documents if any) based on Signalling Plan supplied by Railways and Submission of Completion Documents as per special condition of contract. This includes modification in existing EI/Panel in connection with Modified semi automatic signalling in case of foggy/impaired visibility condition as per IRSEM.

ii. For PI/RRI Stations, the Scope includes Designing, preparation of locking table, selection table, circuit diagram, contact analysis chart, relay rack chart etc; preparation of operating & indication panel Domino type diagram (circuit shall be designed by the contractor with the use of Q series/K-Series relays on the basis of approved signal Interlocking plan and obtaining approval of Competent Authority). This also includes preparation of cable route plan, Cable core chart, Station working rule diagram, Power supply arrangement, Cable termination chart in relay room and location boxes, Location wiring plan, Cable insulation chart, Fuse analysis, Indoor circuit diagram, Track circuit jumper plan, Terminal and Contact analysis chart, Outdoor circuits and other outdoor diagrams and obtaining approval of the engineer.

The Scope includes all works i.c.w alteration in existing PI/RRI interlocking, wiring & testing of Domino panel, DL, ELD, power Supply and other associated equipments/wiring to Suit Automatic Signalling as per approved SIP. This includes modification in PI/RRI/Panel in connection with Modified semi automatic signalling in case of foggy/impaired visibility condition as per IRSEM.

**2.1.7 Ensuring IRSEM para 20.4.1 i.c.w Modified Semi Automatic Signalling with latest amendments and in consonance with Latest NR guidelines as on date of commissioning:**

Under special instructions, one of the automatic stop signals between two stations in the automatic block signalling territory on Double Line may be made as modified semi-automatic stop signal in each direction. During abnormal conditions like fog, bad weather impairing visibility, Modified Semi- Automatic Signal may be worked by extinguishing 'A' marker in the manner prescribed under special instructions and this section shall also ensure that the 'A' Marker of the Advanced Starter Signal of the station in rear and Home signal of the station in advance shall also be extinguished. (Provisions as per para 9.01 of GR shall be ensured.)

Interlocking will be such that during mid-section Modified automatic signal working with 'A' marker extinguished, not more than two trains, one on either side of this modified stop signal, will be ensured by the signalling system between two stations in any given direction at any given point of time. The mid-section modified semi-automatic stop signal shall when 'OFF' depict the aspect (Green or Double Yellow etc.) based on the aspects and number of Automatic signals (including any other signal) between this signal and the Home signal of the receiving station.

Such Gate signal, which has been converted as mid-section modified Semi- Automatic Signal, is provided with 'A' & 'AG' markers. During modified Automatic Signalling working, these markers will be extinguished.

During normal conditions, mid-section modified semi-automatic stop signal shall work as normal automatic stop signal.

The mid-section Modified automatic signal shall be painted with alternate blue and white strips in between.

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The relevant indications whether the signal is in normal automatic mode or modified semi-automatic mode shall be available to the station masters at both the ends. This includes modification in EI/Panel in connection with Modified semi automatic signalling in case of foggy/impaired visibility condition as per IRSEM.

**2.1.8 Markers for Automatic Signalling:**

Each Automatic Stop Signal shall be identified by its number and provided with a Marker consisting of a white disc with letter 'A' in black.

A Semi-Automatic Stop Signal shall be provided with a Marker which shall show a white illuminated letter 'A' against a black background when the signal works as an Automatic Stop Signal. (i) Such a Signal interlocked with a level-crossing shall be provided with an enamelled yellow disc with letters 'G' in black and an 'A' marker light. The 'A' marker shall be lit only when the gates are closed and locked against road traffic. When a Semi-Automatic Stop signal is required to protect a level crossing gate as also points, the signal may be provided with an illuminated 'AG' marker in addition to the illuminated 'A' marker.

The illuminated markers of a Semi-Automatic Stop Signal shall preferably be repeated at the place of operation of the Signal along with the aspects of the Signal.

**2.1.9 Works related to MSDAC i.c.w Auto Signalling with EI:**

**i. The Scope of Work includes**

Interfacing of MSDAC (track sections, supervisory track sections, resetting, etc) with EI for controlling the aspect of automatic signals will be done by the contractor. Supply of interface relays for MSDAC is to be done by contractor. Supply and installation of MSDAC will be done by Railway except laying of Quad/OFC Cable.

- ii. All Track sections and supervisory track sections are to be interfaced to EI/OC System in auto location hut for deciding the aspect of automatic signals in the section, displaying all the track section information, auto resetting of track sections, manual resetting information to station master.
- iii. Trackside Electronic equipment, if required is to be placed in Location Boxes.
- iv. The Vital Relays of each track section (M&R) are to be picked up at Auto Huts. The status of vital relays is to be read by the OCs and transmitted to new EI System/Central Interlocking Unit for logic processing, and the status of aspects is again sent to corresponding OCs for driving the Automatic Signals.
- v. As per NR policy No.256-Sig/O/SG/Pt.XVII(e-5614) Dated: 28.10.2021, Status of all the systems including redundant shall be monitored through Data logger and exception reports/alarms shall be sent to maintenance team & Signal control for taking necessary action well in time before complete system failure.

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## 2.2 Outdoor Signaling work for EI at all stations:

- i. Trenching and laying of cables in station area and in block section mainly along the track with bricks and involving track crossing & road crossing, as per standard practices & drawings.
- ii. Laying & fixing of perforated GI pipes, HDPE pipes with provision of cable markers etc.
- iii. Termination of Signaling cable on CT rack to connect outdoor functions either directly or through location boxes to the EI in distributed EI huts/Central EI panel building.
- iv. Making RCC foundations for signals, apparatus cases, wiring of Signals & necessary wiring in apparatus cases, etc.
- v. Supply of the material as mentioned in the tender schedule.
- vi. Supply and installation of Electric Lifting Barrier gates along with installation of Sliding Barrier Gates (If applicable).
- vii. Erection, preparation and wiring of location boxes.
- viii. Installation and testing of Level crossing gates including interlocking with ELB & SLB.
- ix. Installation/erection, wiring of color light signals, other signals as per schedule.
- x. Wiring and cut in relays for signal lighting circuits including relay wiring.
- xi. Testing of all indoor and outdoor gears and selection table test with operating/indication panel/signal simulation boards and other associated activities, as per SIP of station/s. including block working with adjacent stations.
- xii. Dismantling and releasing of the old signals posts which include dismantling of signal fittings electrical and mechanical both. Dismantling of signalling material from old panel room & relay room, equipment & battery room and depositing the dismantled material in the store of Sr. Section Engineer/Sig/SPL/Store/DBSI, Delhi to Dy. CMM/SSB, the Store Depot of Northern Railway, or any other store of Northern Railway as per site engineer by the contractor at his own expenses.
- xiii. Any additional requirement for repeater relays to conform to 25KVA traction /RE system.
- xiv. Power supply requirement of EI and outdoor equipments before commissioning will be done by contractor on his own expenses through DG or other equipment. Railway can supply metered power through electrical general if approached by the contractor on payment basis. (the scope is not exhaustive. For full details, please refer to the schedule)

Note: The contractor shall submit along with his tender document a tentative scheme as to how the tendered work will be executed by him in the give DOC.

## 2.3

The item no-1 of Schedule A consists of 6 stations and 6 block sections and item no-2 of Schedule A consists of 6 stations and 5 block sections, details as given above.

After issue of LoA and before signing CA, the contractor shall submit full details of station wise and block section wise quantities along with bit calculation and unit rates of the sub items (equipments, cards, modules, accessories, relays, etc) of EI including spares to be supplied against item no. 1 and 2 of Schedule A, the total cost of which should be equal to the advertised cost of these items (individually).

For EI work, any alteration in the Interlocking Plan may be required during the course of execution of this work shall be carried out by the Contractor expeditiously without any extra cost wherever additional equipment is not required. In case of any increase in the quantity of cards/modules/relays/equipment due to alterations in the SIP, the payment shall be made extra by Railways for such items, however, the contractor shall submit full justification as to how the quantity of such items has increased consequent to change in SIP. It may please be noted that no additional payment shall be made for changes in the circuit design.

## 2.4 Documentation for ABS with EI system work:-

- a) The contractor shall undertake to supply all necessary documents as per Railway's requirement as per technical specification No.-RDSO/SPN/192/2019 ver.2 or RDSO/SPN/203/2011, ver.1.0 with latest amendments (as applicable as per Schedule of Work) for EI Equipment/logic to be supplied. The documents relating to field gears shall be supplied as per schedule of works.

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- b) Only Signaling Plan will be issued by Railway. VDU Layout, Selection table and Circuit diagram and other standard diagrams as per Northern Railway practice and other connected indoor & outdoor work details shall be prepared by contractor and submitted to Railways for approval.
- c) Sets of complete documents as laid down in the Technical Specifications of Electronic Interlocking System (EI) as per RDSO Specification shall be supplied by the contractor along with drawings as per schedule of Work along with a soft copy of the same on suitable storage device.
- d) Six sets of documents containing system / equipment details, site installation details/drawings, maintenance manual operation procedure etc. in bound book for the station of tender schedule.

This shall also include:

- i. Wiring Diagrams.
- ii. Selection table.
- iii. VDU Layout.
- iv. Application Program Listing
- v. Relay/Cable Termination particulars
- vi. Input / output assignment details
- vii. Relay layout and contact analysis chart
- viii. Equipment disposition layout
- ix. Any other drawing as required by the Railway as per practice.

The original tracings are to be prepared by the contractor on reproduction film and required prints are to be taken. After execution of the work SIX (6) sets of all such plans per station shall be prepared by the Contractor and given duly bound as per Para above. The drawings shall comply with technical specification of drawing as per Appendix-3 of Volume -III of tender document. Diagrams including tracings will be handed over to Railways. One set of Drawings in soft copy on Auto CAD format has to be given on a suitable storage format.

2.5 The scope of work also includes Installation, testing and commissioning of system completely. The installation of the equipment including software loading and required data input etc. will be done by the contractor in the Railway premises. Testing and commissioning of ABS with EI system will be done by the contractor jointly with Railway Engineer at site. The Contractor shall depute competent Engineer and qualified staff for the same. The Contractor shall submit a detailed installation and commissioning Test Schedule for Railway's approval and full record of tests conducted shall be maintained by the Contractor and handed over to the Railway along with the installation.

## 2.6 TRAINING for ABS with EI work

- a) The contractor shall provide adequate training at the manufacturer's premises or site of work to Railway personnel in planning, design, installation, operation and maintenance of the equipment and EI system supplied under the contract.
- b) The contractor shall undertake to train Railway personnel nominated by Railway in different aspects of equipment design, functioning, field installation, testing, commissioning, operation, maintenance, covering both hardware and software as relevant.
- c) The training should be comprehensive so as to impart full knowledge to Railway personnel deputed for the training to independently execute the installation, operation, maintenance of all equipment. The training course should, apart from formal classroom training, include hands on practical experience and visits to working installation of the Electronic System offered in Present Tender Case. The contractor shall make all necessary arrangement for the same. The place of training shall be at the manufacturer's premises in India, Abroad as applicable or work site. Contract shall be closed only after imparting training to Railway Personnel.
- d) The contractor shall at every stage of testing and commissioning provide all facilities for adequate training to Northern Railway personnel who may be deputed to work on the project.

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- e) The contractor shall impart training as per schedule of work. However, the cost of all travel other than railway to and fro fare to the nearest place of training, to the place of training, boarding and lodging of the trainees shall be borne by the Contractor without OEM intervention.

2.7 The tenderer shall undertake study / survey of signalling systems / practices used in Northern Railway and make his own arrangement of the interlocking work involved in integration of the indoor equipment with outdoor equipment so as to make the entire system successful / functional. Any equipment / design / component needed will be supplied by the contractor without any extra cost.

2.8 EI SPARES:

The following materials will be considered as essential spares against item no 1 & 2 of Schedule A

- a) All Units, which may include, circuit packs / boards, modules, terminals, power supply, ancillary equipment, interconnecting couplers / connectors/ cables of each type, which may be lowest level of field replaceable module / assembly/device – 10% of the total quantities (against item 1 & 2 of schedule A individually) used in the equipment subject to a minimum of one. For any other essential spare/module/ assembly/device needed, but not included by the contractor, the supply of the same will be made by the contractor, at his cost to the Railway.
- b) Supply of EI spare shall be undertaken after commissioning of EI system.

## 2.9 SERVICES

- I. Installation, testing and commissioning of signaling system including transportation of all the equipments to site of installation from Store of Sr. Section Engineer /Sig /SPL/DBSI or any other store of Northern Railways.
- II. Training of Railway personnel at SSI/EI manufacturers' premises in India or Abroad, as applicable.
- III. Complete documentation as per Special Conditions of Contract and schedule of works.
- IV. Maintenance supervision of indoor and outdoor installation after commissioning under the charge of the Railway's personnel, as per Conditions of contract.
- V. Contractor has to complete the works as per contract provisions, provide all test documents and other drawing and documents as covered in technical specifications and schedule of works
- VI. Participate in all inspections done by Railway officials including CRS at various stages of progress of work and make good all deficiencies in reasonable time.
- VII. Depositing the released material to the stores of Sr. Section Engineer /Sig/SPL/DBSI or Scrap depot depending on the conditions of the released materials being serviceable/ non serviceable.
- VIII. Loading of material to site

2.10 The supply of materials shall be as per schedule of work. This includes supply of EI equipment complete for distributed type architecture with all sub-systems like CPUs and all the requisite cards of the EI system, necessary interface equipment with field signalling gears, relays and relay racks or electronic field interface equipment / object controller for interface with the field signalling gears, maintenance terminals with VDUs, keyboards and printers, Operator VDU interface including power supply equipments, etc. Tenderer will supply high value items (Especially EI) commensurate with the progress of connected field works, thereby eliminating unnecessary blockage of railway revenue. Further, as maintenance spares are to be used only after the end of the warranty period, supply of these items may be made after the installation is commissioned.

Tenderer should note that the interface equipment/device to the field signalling gears and VDU to be supplied should be complete and compatible with the signalling equipment, in use for Relay Interlocking on Northern Railway. The contractor shall ensure that the interface equipments match with the outdoor signaling equipment provided, be it through provision of any additional equipment required and/or any work required to be done.

## 2.11 SYSTEM REQUIREMENT

System requirement under clause as mentioned below decide the preferences of this railway for a proven, safe SSI system in

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accordance with the options available within the scope of RDSO specifications RDSO/SPN/192/2019 ver.2 or RDSO/SPN/203/2011, ver.1.0 (As applicable in accordance with the Schedule of Work) or latest with amendment as the minimum acceptable technical qualification for the system as well as lays down the criteria to judge the requisite experience, expertise, infrastructural capability & human resources available with the tenderer, expected to successfully and satisfactorily complete the work.

**System:** All systems shall be cross approved/accepted by RDSO based on safety case submitted by manufacturer as per laid down procedure of RDSO. EI OEMs shall be as per approved vendor list of RDSO conforming to RDSO's specs no. RDSO/SPN/192/2019 ver.2 and/or RDSO/SPN/203/2011 with latest amendments (As applicable in accordance with the Schedule of Work). All equipment proposed to be supplied shall be of proven design and Performance conforming with RDSO's specs no. RDSO/SPN/192/2019 ver.2 and/or RDSO/SPN/203/2011 with latest amendments (As applicable in accordance with the Schedule of Work) and various TAN issued by RDSO in connection with EI as mentioned for scope of indoor work.

### 3.0 WORK TO BE DONE BY RAILWAYS

- a) Supply of materials as mentioned in Annexure-I of Vol.-II, of the tender document.
- b) Approved SIP, approval of Selection Table /Route Control Chart, Panel Diagram, Wiring Interface and Logic Diagrams will be done by railway, any other outdoor drawings supplied by contractor & Typical Wiring Diagrams.
- c) The building consisting of Relay Rooms/ Relay Huts, Equipment Rooms, etc. shall be made available by Railways.
- d) 110V DC reliable power supply for EI at Central Cabin & auto huts. Power supply to other indoor & outdoor gears through IPS.
- e) Making available railway personnel for inspection and joint testing, installation & commissioning.
- f) Any other item, which is not covered in the schedule and not required to be supplied by the Contractor.

### 4.0 RAILWAY OFFICERS AND ADDRESSES:

The list of addresses to which correspondence and document relating to the contract should be sent are as under: -

Prior to award of the contract

- 4.1 For all policy, contractual and commercial matters: - DY. Chief Signal & Telecommunication Engineer/SPL/TKJ, New Delhi
- 4.2 After the award of the contract:
- 4.3 For security deposit - Same as '4.1' above.
- 4.4 For matters relating to approval of design of the system – Same as '4.1' above.
- 4.5 Matters relating to progress of field work – Same as '4.1' above.
- 4.6 Bill passing authority- Same as '4.1' above.
- 4.7 Bill paying authority – Dy.FA&CAO/C, Northern Railway, Kashmere Gate, New Delhi.

### 5.0 Meaning of similar works:

Meaning of similar works is defined as Successful completion of

Definition of Single similar work	
Any RI or EI or ABS or IBS/IBH work involving Indoor & Outdoor work (Cable laying & termination).	
Note 1:	Tenderer may be required to submit the schedule of those works, completion/Performance Certificates of which have been submitted by him/her in support of 30/40/60% (as the case may be) criterion of similar nature of work.
Note 2:	a. Submission of 'Undertaking by the tenderer' that the equipment for EI shall be procured from RDSO approved sources and installation, testing and commissioning of EI shall also be got done from the same source including after sales support required during the warranty period.
	AND
	b. The successful bidder shall submit an undertaking from RDSO approved EI OEM, before

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	<b>the supply of material to confirm compliance with extent RDSO guidelines and to meet contract specific requirements.</b>
Acronyms: *RI- Relay Interlocking (Any PI or RRI shall be treated as RI Work), *EI- Electronic Interlocking, *CLS- Color Light Signalling using Lever Frame, *ABS- Automatic Block Signalling, *IBS/IBH- Intermediate Block Signalling/ Intermediate Block Hut	

- 6.0 Tenderer must submit the undertakings tabulated below for following equipment's along with offer otherwise offer will be summarily rejected:

A)For EI	<b>Submission of 'Undertaking by the tenderer' that the equipment for EI shall be procured from RDSO approved sources and installation, testing and commissioning of EI shall also be got done from the same source including after sales support required during the warranty period.</b>
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- 7.0 DELETED

- 8.0 RISK IN THE STORES:

The contractor shall perform the contract in all respect in accordance with the terms and conditions thereof. The materials and every constituent part thereof, whether in the possession or control of the Contractor, his agents or servants or a carrier, shall remain in every respect at the risk of the contractor, until their actual delivery to the consignee or any authorized representative of consignee at the stipulated place or destination or location as provided in the Contract agreement.

The contractor shall be responsible for all losses, destruction, damage or deterioration of the stores/material from any cause whatsoever, after approval by the inspecting officer while the material is in the course of transit from the Contractor to the consignee. The contractor shall alone be entitled and responsible to make claims against transporting carrier in respect of non-delivery, short delivery miss-delivery, loss, destruction, damage or deterioration of the goods entrusted to such carrier by the contractor for transmission to the consignee.

- 9.0 MATERIAL TO BE SUPPLIED BY RAILWAYS:

- 9.1 List of the materials to be supplied by the Railways is as given in Annexure – I of Volume-II of Tender Document. The materials required by the Contractor from Railways as per schedule shall be supplied from the store of Sr. Section Engineer/Sig/SPL/Store/DBSI, Delhi or from any other stores/workshop of Northern Railways. In exceptional case, material may be supplied from other than depot mentioned above.

- 9.2 The consignee for the work for supply of items is Sr. Section Engineer/Sig/SPL/Store/DBSI, Delhi

- 10.0 MATERIAL TO BE SUPPLIED BY THE CONTRACTOR:

- 10.1 List of the materials to be supplied by the Contractor is as given in Annexure-II of Volume-II of Tender Document. The contractor shall supply to Sr. Section Engineer/Sig/SPL/Store/DBSI, Delhi and will be further transported to site by the contractor as required, as per instructions of site in charge.

- 10.2 Future development: The contractor shall supply to the railway free of charge all software update, data and specifications that may result from developments effected by him or his collaborator in the period of currency of contract. The Railway reserves the right for such modified or improved versions in lieu of these originally quoted for, based on prices and other conditions mutually agreed upon.

- 11 PACKING AND FORWARDING:

The contractor shall pack at his own cost the stores sufficiently and properly for transit by rail/road, air and/or sea as provided in the contract so as to ensure their being free from loss or damage on arrival at their destination. Cost of packing material is deemed to have been included in the contract price and nothing extra shall be paid for this.

- 12 INSTALLATION OF SOPHISTICATED EQUIPMENT/ITEMS

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Installation and commissioning of sophisticated equipment/items i.e. EI/SSI, ELB, ELD, Data Logger etc. shall be done by Original Equipment Manufacturer (OEM).

### 13.0 PAYMENT TERMS:

PAYMENTS: Payments to the contractor would be made through EFT/ECS as per the conditions below.

### 13.1 DEDUCTION FROM ON ACCOUNT PAYMENT BILLS:

13.1.1 All costs, damages or expenses, which Railways may have paid or incurred, which under the provisions of contract are Contractor's obligations will be deducted by Railways from progress payment Bills/Invoice of contractor, as and when it is understood that such an expenses has been incurred or paid for.

13.1.2 All such claims of Railways shall, however, be duly supported by appropriate and certified vouchers, receipts or explanations as are available to enable the contractor to identify such claims.

13.1.3 The contractor will be entitled to be paid from time to time by means of "ON ACCOUNT" payment only for such works as in the opinion of the Purchaser's Engineer which has been executed by him in terms of contract. Payment shall be made on submission of following documents to railway:-

- a) Receipt of material at stores as certified by the representative of Purchaser's engineer.
- b) Original Inspection Certificate issued by Inspecting Officer RDSO/RITES/Consignee.
- c) Delivery Challan/Invoice in Duplicate.

13.1.4 "ON ACCOUNT" payment shall be made separately for each item/sub item of work given in the Schedule of work. The bill shall be submitted by the contractor for each items of work which has been executed by him.

13.1.5 The "ON ACCOUNT" payment shall not exceed 90% of the total on account payment due to the contractor on 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 rates indicated in the Schedule of work.

13.1.6 Subject to any deduction which the Railway will be authorized to make under the terms of contract that may be applicable while accepting the tender, the Contractor shall be entitled for payment as Tabulated below:-

A	Items involving supply but installation being included in separate item.	<ol style="list-style-type: none"> <li>a) 90% of accepted rate on supply of material and acceptance at railway store.</li> <li>b) 5% after issue of Provisional Acceptance Certificate.</li> <li>c) 5% after warranty Period is over (Final Acceptance of the work)</li> </ol>
B	Items involving supply, installation & commissioning	<ol style="list-style-type: none"> <li>a) 80% of accepted rate on supply of material and acceptance at railway store.</li> <li>b) 10% of accepted rate after installation and testing of item supplied.</li> <li>c) 5% after issue of Provisional Acceptance Certificate.</li> <li>d) 5% after warranty Period is over (Final Acceptance of the work)</li> </ol>
C	Items involving only installation & commissioning	<ol style="list-style-type: none"> <li>a) 90% of accepted rate on installation.</li> <li>b) 5% after issue of Provisional Acceptance Certificate.</li> <li>c) 5% after warranty Period is over (Final Acceptance of the work)</li> </ol>
D	Items involving only supply (No installation & commissioning is required by contractor)	<ol style="list-style-type: none"> <li>a) 90% of accepted rate on supply and acceptance of material at railway store. Note: 90 % Payment will be made after receipt of the equipment duly inspected by the nominated inspection authority and no loss certificate by the Consignee.</li> <li>b) 5% after issue of Provisional Acceptance Certificate.</li> <li>c) 5% after warranty Period is over (Final Acceptance of the work)</li> </ol>

### 13.2 FINAL PAYMENT:

On the basis of Final Acceptance Certificate issued by the Engineer for all the works covered in this contract, the final bill for the balance payment shall be submitted by the contractor along with "NO CLAIM CERTIFICATE". The Final Acceptance Certificate shall be issued by Engineer only when:

Signature of Tenderer

- i) He has accepted the work wholly.
- ii) The maintenance period is over.
- iii) All the released materials are handed over by the contractor correctly and stocked as indicated.
- iv) Material reconciliation done and all the unused Railway materials returned to Railway Stores in good condition.

**13.2.1 FINAL SETTLEMENT**

On expiry of the warranty period and issue of the certificate of final acceptance of the entire installations, the security deposit will be refunded or Bank Guarantee released to the Contractor after adjustment of any dues payable by the contractor.

**14 PRICE VARIATION:**

PVC is NOT applicable in this tender.

**15 RELEASED MATERIALS:**

15.1 The materials released, if any, on account of installation of new gears /equipments shall be returned to the store of Sr. Section Engineer/Sig/SPL/Store/DBSI, Delhi or to the Store Depot of Northern Railway, as per instruction of site Engineer to the contractor.

15.2 A joint survey is required to be done with Railway's representative and report must be submitted to the controlling officer in duplicate before dismantling work is taken in hand.

15.3 Unless or otherwise specified, the rates cover the cost of tools and plants, ladders, scaffoldings and all other equipment's required for dismantling.

15.4 Unless otherwise specified, the rates include leading of material up to the store of Sr. Section Engineer/Sig/SPL/Store/DBSI, Delhi and /or Dy.CMM/ SSB, the Store Depot of Northern Railway, stacking dismantled material in the store as required specially item wise.

**16. SPECIAL SITE CONDITION: -**

**(a)** The signalling works may have to be carried out under train running conditions in the busy main line & working yards taking care that the existing working cables and other safety gears are not damaged during the trenching and laying of new cables. Further, new work is carried out keeping the existing gears intact commissioning of work and ensuring safety of manpower and running of train safely. Submission/acceptance of disconnection memo and non-interlocking of the yard without effecting the punctuality and overall safety of the travelling public are also to be taken into account. Extra safety precautions shall, therefore, have to be taken during execution of this work.

**(b)** Under normal circumstances cable shall be laid at appropriate depth as specified in the tender schedule. In case due to site conditions laying of cable at appropriate depth is not feasible, then following procedure shall be followed for laying of cable at lesser depth :-

- i) The site condition due to which the cable cannot be laid at appropriate depth (as specified in tender schedule) will be brought out clearly in a joint note by authorised representative of contractor and Railway Supervisor of the level of JE/SSE.
- ii) The site condition will be checked personally by officer incharge of the work and he should certify that it is not possible to lay the cable at appropriate depth and will put up the case for approval of JAG officer incharge.
- iii) Based on the site report and recommendations of Officer Incharge of work, JAG officer will grant permission for laying of cable at lesser depth.
- iv) Only after the approval of JAG officer the cable shall be laid.
- v) When cable is laid at lesser depth, proportionate payment may be made but cables at lesser depth should be concreted to protect them from damage if more depth is not possible.

17. All Indoor & Outdoor circuits shall be designed and work shall be executed to suit RE area. All the material to be supplied by the contractor should also conform to suit the RE area. Wherever any RDSO spec./drg. are mentioned it automatically includes "with latest amendment/revision" whether specifically mentioned or not in the schedule of works.

**18. TENDERER'S ADDRESS**

Tenderer shall state in the tender his postal address fully and clearly. Any communication sent to the tenderer by post at his said address, shall be deemed to have reached the tenderer duly and timely, notwithstanding the fact that the

Signature of Tenderer

communication could not reach the tenderer at all or in time for whatever reason. Important documents shall be sent by Registered Post.

**19. ENGAGEMENT OF QUALIFIED ENGINEER**

- a) Contractor/s shall employ the following technical staff during the execution the work:
  - i) Minimum one Graduate Engineer when the cost of the work to be executed is Rs. 200 lakhs and above. One graduate engineer for indoor work and two graduate engineer for outdoor work to be employed for better management of the work
  - ii) Minimum one Identified diploma holder when the cost of work to be executed is between Rs. 25 lakhs to Rs. 200 lakhs.
- b) Technical staff should be available at site whenever required by the Engineer-in-charge to take instructions. In case the Contractor(s) fails/fail to employee the technical staff as aforesaid, he/they shall be liable to pay a reasonable amount not exceeding a sum of Rs.40,000/- (Rupees Forty Thousand only) for each month of default in case of graduate engineer and Rs.25,000/- (Rupees twenty Five Thousand only for each month of default in case of diploma holder.
- c) The decision of the Engineer-in-charge as to the period for which the required technical staff was not employed by the Contractors and as to the reasonableness of the amount to be deducted on this account shall be final and binding on the Contractor.
- d) The contractor shall submit copy of Bio-data and Degree/Diploma certificate of the above technical staff employed by him for the scrutiny by Railway. Railway reserve the right to scrutinize the records of the contractor to ascertain as to whether the qualified staff has been actually employed by him and is paid for.

As per Para. 26A. 3 of IRGCC April'2022, the number of qualified engineers to be deployed by the contractor in this contract is three- One for Indoor and two for outdoor S&T work

NOTE:- In case of any dispute in the special technical condition with the schedule of the work available at IREPS website, schedule available on IREPS website will prevail.

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**ANNEXURE-I/Vol.II****List of materials to be supplied by Railway to the Contractor as per Tender**

Material, which is not included in schedule of work and also not covered in the scope of work will be supplied by the Railway.

S.No.	Name of material
1.	Copy of T-SIP/SIP.
2.	Approved design and document after submission from contractor side.
3.	Signaling cable of sorts, Telecom cable, Quad cable, OFC Cable, Power cable.
4.	IPS and Un-stabilized 230V AC/110V DC from IPS will be provided by Railway
5.	Supply and installation of MSDAC excluding MSDAC interfacing with EI and interfacing relays
6.	LED Aspects

Note: Materials supplied by the Railway for execution of the work, shall be made available to the contractor at the Store of Sr. Section Engineer/Sig/SPL/Store/DBSI, Delhi or any other store in Northern Railway. These materials are to be transported to the site of work by the contractor and balance materials after completion of the work, if any, shall also be transported back to the store of Sr. Section Engineer/Sig/SPL/Store/DBSI, Delhi by the contractor at his own expenses.

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**MATERIALS TO BE SUPPLIED BY THE CONTRACTOR**

*All items included in the schedule as contractor supply & any other material as included in tender document and required for commissioning of the installation.*

**Inspection of material will be done as given below:**

- 1) **RDSO INSPECTION:** Electrical / Electro Mechanical items which appear in RDSO approved list and supply value is above Rs.5,00,000/- should be got inspected by RDSO. All item irrespective of their value, if it falls in critical list of items will be inspected by RDSO.
- 2) **MITES INSPECTION:** All Mechanical items which appear in RDSO approved list and electrical /Electro mechanical items (not inspected by RDSO) for which supply cost is above Rs.5,00,000/- should be got inspected by MITES. However, the material must be procured from RDSO approved source only.
- 3) In case RDSO/MITES show inability to inspect the material for any reason, competent authority shall make alternative arrangement for inspection.
- 4) **CONSIGNEE INSPECTION:** All items, which are not inspected by RDSO/Mites, will be inspected by the Consignee.
- 5) Contractor is required to supply all materials (as per work schedule) to the depot of SSE / Sig/ Sig/SPL/Store/DBSI.

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*Annexure-III/Vol.II***ADDITIONAL LIST OF DRAWINGS:**

<b>S.No</b>	<b>Description</b>	<b>DrgNo</b>
1	Brick MasonaryChannel	NR/S&T/CON/1-1/97
2	Cable Trench	NR/S&T/CON/1-1/97A
3	Laying of Cables in RockyArea	NR/S&T/CON/1-1/97A1
4	Laying of Signal cables &TelecomCable/Power Cable in same Trench	NR/S&T/CON/1-1/97C
5	RCC Pipe Under Track Crossing	NR/S&T/CON/1-2/97
6	G.I Pipe on Culvert	NR/S&T/CON/1-4/97
7	Cable Through (G.I) for girder bridges	RE/S&T/SIG/TENDER/SK/22/85
8	Arrangement of cable Troughing on girder bridges	RE/S&T/SIG/TENDER/23/85
9	Cable Marker for Sig&Tele Comm. Cable	NR/S&T/CON/1-5/97A
10	Signal Foundation	NR/S&T/CON/2-1/97
11	Shunt Signal Foundation	NR/S&T/CON/2-1/97A
12	Foundation for App. Case Single	NR/S&T/D&D/02/2024
13	Foundation for App.CaseHalf	NR/S&T/CON/2-8/97
14	Foundation for Junction Box	RE/S&T/SIG/TENDER/SK/5A/91
15	Foundation for TL JunctionBox	NR/S&T/CON/3-2/97
16	Foundation for Ground Lever Frame	RE/S&T/SIG/TENDER/3/85
17	Cable Termination Board with BakeLiteSheet	NR/S&T/CON/4-1/97A
18	Relay rack Assembly	NR/S&T/CON/4-3/97A
19	`P' Marker Non-Illuminated	NR/S&T/CON/6-2/97
20	Earth Electrode(G.I.Pipe)	NR/S&T/CON/6-3/97
21	C.C Enclosure Earth Electrode and Handle	NR/S&T/CON/6-4/97
22	Foundation for Block Section Limit Board, Shunting Limit Board, Sighting Board	NR/S&T/CON/7-4/97
23	Simulation Panel	SSTE/PS/NO.1562DT05.09.2003
24	Lamp Board	SSTE/PS/NO.1563DT05.09.2003
25	Foundation for Type`A' Foundation	NR/S&T/CON/11/85
26	Typical Installation of maintenance Free Earth for S & T Installation	SDO/RDSO/E&B/001DT19.09.08
27	Typical bonding and earthing connections for signalling equipments	SDO/RDSO/E&B/002DT19.09.08
28	Threaded end for Electric Detectors	RE/S&T/SIG/TENDER/SK/33/85
29	Foundation for Diesel Generator	RE/S&T/HQ/Tender/SK/12/03
30	Sketch for Emergency post	Core/S&T/ALD/414/94A
31	Track Circuit Connection	NR/S&T/CON/3-1/97
32	Emergency Telephone Socket Box	SK/CSTE(C)/97/20
33	Emergency Telephone Socket Box (FlatType)	TCA 20060/A

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34	Fixing Arrangement of Electric facing Point end Lock Detector on extended wooden Sleepers	RE/S&T/SIG/TENDER/SK/34/85
35	Building Layout for Fibre Optic Hut for Repeater	RDSO/TCDO/COP-01
36	Building Layout for Fibre Optic Hut for Major Station	RDSO/TCDO/COP-02
37	Rule made of Pipe for Measuring Trench Depth	RDSO/TCDO/COP-11
38	Laying of Optic Fibre Cable in Rocky Area	RDSO/TCDO/COP-10
39	Trench on Enbankment for Armoured Optic Fibre Cable	RDSO/TCDO/COP-09
40	Trench for Laying Armoured Optic Fibre Cable with 6 Quad Cable and PIJF Cable at 1200mm	RDSO/TCDO/COP-08
41	Trench for Laying Armoured Optic Fibre Cable with 6 Quad Cable and PIJF Cable at 1000mm	RDSO/TCDO/COP-07
42	Trench for Laying Armoured Optic Fibre Cable	RDSO/TCDO/COP-06
43	Arrangement of Equipments in Optic Fibre Hut for Major Station	RDSO/TCDO/COP-04
44	Arrangement of Equipments in Optic Fibre Hut for Repeater	RDSO/TCDO/COP-03
45	Cable Pit for OFC Joint	RDSO/TCDO/COP-21
46	Arrangement of RCC Pipe under Metaled Road	RDSO/TCDO/COP-20
47	Arrangement of O.F.Cable RCC/DWC Pipe under Track Crossing	RDSO/TCDO/COP-19
48	Leading in Arrangement of Optic Fibre Cable for Cabin & Other Buildings	RDSO/TCDO/COP-18
49	Arrangement of Optic Fibre Cable Laying in G.I. Pipe on Girder Bridge	RDSO/TCDO/COP-17
50	Fibre Optic Cable Crossing Culvert (Pipe/Box) with High Flood Level	RDSO/TCDO/COP-16
51	Arrangement of Channel for Cable Trough on Girder Bridges and Major Culvert	RDSO/TCDO/COP-14
52	Arrangement of Channel for Cable Trough on Girder Bridges and Major Culvert	RDSO/TCDO/COP-13
53	Arrangement of Cable Trough (G.S.) for Girder Bridges and Major Culvert	RDSO/TCDO/COP-12

The drawings related to the work can be collected by those tenderers who have downloaded the tender document from this website, from the office of DY.C.S.T.E./SPL/TKJ/NR, New Delhi without any additional cost.

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**Annexure-IV/Vol.II****Details of Tools per toolkit to be supplied against Schedule of Work of EI**

S.No.	Tool	Qty. in a set
1	True RMS 4.5 digits Digital Multimeter suitable upto 50Hz (Fluke or Similar)	1
2	Clamp type Digital Earth Resistance Meter	1
3	Wire Stripper (Piegiacomini or similar)	1
4	Star Screw Driver Set (Taparia or similar)	1
5	Flat Screw Driver Set (Taparia or similar)	1
6	Cutting Plier (Taparia or similar)	1
7	Nose Plier (Taparia or similar)	1
8	Box Spanner (Taparia or similar)	1
9	Wire continuity tester	1
10	Soldering Iron (25W)(Tony or similar)	1
11	Soldering Iron (50W)(Tony or similar)	1
12	WAGO Crimping Tool (WAGO or similar)	1
13	Flash programming Tools set	1
A	EPROM Programmer	
B	EPROM UV Eraser	
C	EPROM Extractor.	
D	Wrist Strap.	
14	Hammer 5 pound	1
15	Adjustable Wrench (Taparia or similar)	1
16	Hand Drilling Machine	1
17	Hacksaw with 10 blade (Mirinda or better quality)	1
18	10 Drill bits 7/0.2mm (JK/ITI) and Files set (12 nos.)	1
19	Measuring tape 30Mtr	1
20	Wire cutter (reputed make)	1
21	Digital Megger 0-500 Mohm (Fluke or similar)	1
22	Cabinet steel (Medium Size)	1
23	AC/DC Clamp Meter (Metravi model no.4672 or Similar suitable to measure 0-80 Amp with measuring range of 0-80 Amps or more voltage 0-600V or more)	2
24	Toolbag/Briefcase	1

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**SCHEDULE OF WORK**

**Available on [www.ireps.gov.in](http://www.ireps.gov.in)**

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**VOLUME-III**

**TECHNICAL SPECIFICATIONS & INSTALLATION PRACTICES**

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TECHNICAL SPECIFICATIONS & INSTALLATION PRACTICES

1. The works shall be carried out according to the drawings approved by the Railway and shall conform to the provisions of the 'Signal Engineering Manual', Schedule of "Dimensions" and "Manual of Instructions for Installation of S&T equipment on 25 KV, 50 Hz A.C. electrified sections as modified from time to time unless deviations, if any, are specifically approved by the Engineer. The contractor shall be solely responsible for the proper execution of the work as per the said deviation and specifications.
2. Foundation
  - 2.1 Conforming to the signalling plan and cable plan the positions of foundations for signal posts, apparatus cases, junction boxes, cable termination boxes, diesel generator, shunting /block section limit board, Sighting boards, power panel as required, will be indicated by the Engineer's representative at site before the commencement of the work at the station.
  - 2.2 The excavation of pits for various types of foundations shall be done as per drawings or the instructions given by Engineer's representative and during the excavation, the earth of the pit shall be thrown on plain ground away from track and left out earth if any, shall be thrown outside the Railway premises.
  - 2.3 Before casting of foundation, the Contractor's representative and the Engineer's representative shall jointly check the quality and depth of pits, quality of bricks, concrete etc. and ensure compliance with the drawings and specifications.
  - 2.4 Signal posts and sighting boards shall be vertical and plumb and the gap between the base and the signal post shall be filled with chattering compound or any other approved substance.
3. Apparatus case and signal erection
  - 3.1 The signal unit shall be properly mounted, secured, and focussed.
  - 3.2 Cable for signal units shall be taken inside the signal post. Exposed cable should be protected by suitable means.
  - 3.3 The apparatus cases, junction boxes, and cable termination boxes shall be vertical and plumb.
4. Cable laying and termination
  - 4.1 Cable openings in Apparatus cases, junction boxes and in relay rooms should be covered by sand and top should be plastered by cement for apparatus cases and junction boxes.
  - 4.2 The cables in sufficient spare lengths shall be kept coiled in a circle of suitable diameter at 1-meter depth before being taken into the relay rooms/apparatus cases and field operation for termination. Such coils of cables in pits shall be adequately covered by sand and bricks to provide protection against damage.
  - 4.3 For each station, the cable route plan will be supplied by Railways before the commencement of the cable laying work at the stations. However, under the exigencies of local conditions or for any other consideration, the Engineer In charge may alter the cable route plan. The Engineer's representative in charge of the work will mark the route of the cable with chalk or lime, as per cable route plans/ cable plans as per the Engineers instructions to him. He shall lay the cables only along this route. The contractor shall be represented at the time of marking the route of the cable and he shall furnish to the Engineer's representative, required quantities of lime, rope, labour etc. for carrying out this work at the cost of the contractor.
  - 4.4 Cable laying should commence only after the depths and quality of trenches have been checked, quantity of bricks and arrangement for tempted filling etc. are checked jointly by the Engineer's representative and Contractor's representative and approved by the Engineer's representative.

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- 4.5 Trenching for track crossing and laying of cable across the track should be done only in the presence of the Engineer's representative.
- 4.6 Cable shall not be normally taken over the track at the time of cable laying by the contractor, as this is likely to cause accident to trains and damage to cable. If, at any time, the cable has to be taken across the track, it shall be done only in the presence of the Engineer's representative and after the safety precautions have been taken.
- 4.7 The handling, laying and pulling of wires and cable shall be in accordance with instructions and under supervision of the contractor. For laying the cables, the drum shall be mounted on axle at one end of the trench and the cable laid out and carried by Contractor's labourers guiding the cable into the trench.
- 4.8 Cable should be properly terminated in the terminal boards / racks.
- 4.9 Bends in cables shall have a radius of not less than 20 times the diameter of the cables
- 4.10 Eyelet terminals shall be used on flexible wires, if necessary.
- 4.11 Not more than two wires shall be connected to one terminals/ tag.
- 4.12 Cables terminated inside apparatus cases, junction boxes and in relay room should be fixed by clamp or any other method as indicated by Engineer's representative.
- 4.13 Terminals shall be mounted so that they cannot be turned in base of frame to be applied. They shall be properly insulated from each other and other metallic parts.
- 4.14 Terminal shall be installed in an accessible position and neatly arranged on terminal boards in housings.
- 4.15 The terminal block provided at the locations, and other places shall be provided with suitable links to facilitate isolation of the two sides of the circuits, which are connected to the terminal links.
- 4.16 With the help of mega ohmmeter, insulation resistance test shall be conducted on all cores of each cable jointly by the representative of the Engineer and the contractor before the cable is connected or wired to the signalling equipment. The insulation resistance shall be measured between a core and all other cores connected together to the sheath and earth. The results of the insulations resistance test shall be tabulated in the form given as Annexure-I and the form signed by the representative of the contractor and the Engineer.
- 4.17 With the help of wheat stone bridge, loop resistance test shall be conducted on all cores of each cable jointly by the representatives of the Engineer and the contractor before the cable is connected or wired to the signalling equipment. The result of the loop resistance test shall be tabulated in the form given as Annexure –II and the form signed by the representatives of the Contractor and the Engineer.
- 5. Relay Racks
  - 5.1 Relay racks should be of metal, which can be assembled with plug –in- base plates and factory pre- wired base plates for ready installations. The rack includes all the necessary rack fittings, supports in the relay room arrangement for fixing fuses and relay bases, as per approved Northern Railway drawings. It should be powder coated for long life. It should be corrosion resistant.
  - 5.2 Relay rack shall be provided with anti-vibration protection.
  - 5.3 Relay rack shall be mounted in the relay room as per the position indicated by the Railway representative.
  - 5.4 MDF Rack will be similar to relay rack and will include all materials required for termination of outdoor/ indoor cables, fixing of terminals, fuses, fuse bases, transformers and other accessories as per instructions of Engineer at site.
- 6. Relays
  - 6.1 General:  
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In case of A.C. electrified areas, the relays shall be in conformity with RE manual.

**6.2 Design:**

Relays shall be of a design approved by the Railways. Relay shall be provided with means to ensure that it cannot be plugged into a wrong base.

**6.3 Mounting**

Relay base plate shall be fixed on the relay racks for vertical mounting. Relay base plate shall be phenolic moulded or of other approved insulated materials and shall have adequate mechanical and dielectric strength and insulation qualities. The fastening of relay-to-relay base plate shall be so arranged as to securely hold the relay in place and yet be easily removable. Contact pressure between relay and base plate shall be adequate to keep constant uninterrupted contact.

**7. Sealing and calibration**

7.1 The enclosure containing the moving parts of the relay shall be sealed with manufacturer's seal or sealing arrangement should be provided. Each coil shall have attached to it, secured by outside binding, a tag which, shall be clearly marked with the following particulars.

7.1.1 Manufacturer's reference No.

7.1.2 Size of wire and kind of insulation.

7.1.3 Resistance of the coil( for DC relays only)

7.1.4 Sealing of all signal units to be done with glass wool to stop water ingress.

**8. Interconnections / wiring**

8.1 Installation of control panel, cable termination and relay racks at the respective places shall have to be done. Wiring of relay racks and control panel shall be carried out as per circuit diagram approved by the Railways providing interconnection arrangements between the racks and control panels.

8.2 Interconnection between terminal racks / boards and relay racks shall be carried out by providing ladder arrangements or by any other arrangements as instructed by Engineer's representative.

8.3 Interconnection between control panel and other racks shall be with ladder arrangement. The ladder arrangement of suitable capacity is to be fixed neatly and firmly with proper support.

8.4 The equipments are to be wired in relay room, control panel, power supply arrangement, apparatus case, cable termination box, and battery box and in other locations.

8.5 Cable termination racks should be erected in the relay room, Suitable cable ducts as required, shall be provided to bring all outside cable to the termination rack. RCC slabs shall be manufactured at site and covered. All the cables are to be neatly fixed and terminated in order.

8.6 Terminals supporting the fixed part of front and back contacts and relay shall be fastened on their supports so as to preclude adjustments of any kind without first breaking the seal of the relay.

8.7 10% spare wires shall be installed between terminals, control panel, illuminated diagrams and relay racks.

8.8 It shall be possible to identify wires to all terminals by means of non- metallic tag or level on which is stamped the designation corresponding to that is on the circuit and wiring plan. Contractor may adopt any other means subject to approval of the Railways. Tag shall be applied in such a manner that if a wire is removed from the terminal, the tag will remain on the wire.

8.9 Where practicable the tags or labels shall be securely fastened adjacent to the terminals or suitably painted so that the number can be easily read.

8.10 All wiring in the cabin and location shall be terminated on suitable terminal block/tag blocks having minimum insulation resistance of 500 Mega. Ohms at 500 VDC. The terminal blocks/tag blocks shall be covered with plastic cover.

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8.11 The colour of the wires for wiring should be as per standard colour scheme used on the Railway which is as follows:-

- Black 110 V Bx&Nx, 24 V Nx
- Green 24V steady Panel Indication
- Red 24 V flashing - do -
- Blue 60 V DC positive
- Grey 60 V DC negative

The above colour scheme shall be followed as required.

8.12 Contact numbering for the relays shall be made by the contractor as per the approved circuit diagram issued by the railway and type of relay proposed to be used on the installation.

8.13 No joints are permitted in the connection wires.

8.14 Wiring in relays housing shall be uniform for like apparatus throughout the installation.

8.14.1 Wiring inside one rack for shelf type and plug in Contact relays type (Metal to Carbon)

Relay rack wiring housing plug in type relays conforming to BRS-930 and shelf type relays conforming to BS-1659 shall be done with "PVC insulated unsheathed flame retarding type single core flexible wire 1100V grade having 16/0.2mm. annealed copper conductor and nominal cross sectional area of 0.5 Sq. mm of common colour code to the specification IS: 694". For wiring these relays the above wires shall be terminated on eyelet /lugs of standard design.

8.14.2 Wiring of proved type relays (metal to metal contact):

For wiring the above relays the use of single strand tinned copper wire of 0.6mm and 1.0mm 1100V grade PVC insulated flame proof shall be used. The use of multi-core cable of 100 core, 60 core, 40 core and 20 core having the above conductor diameter and, grade is permitted. Size of conductor shall be chosen based on current to be carried through these conductors. The wire and cable used shall generally conform to IS: 694.

8.14.3 The wiring between the terminal board of the panel and the unwired tag block on the relay rack is to be carried out using multi-core cables (40 core or 60 core) 0.6mm/1.0mm diameter annealed tinned copper wire to IS:694.

The wiring on the Q' series relay rack is to be carried out by 16/0.2mm dia single core multi-strand flexible A. T. copper wire to I.S.694.

8.14.4 Soldering at the tag block terminals shall be made using good quality solder and flux. Care must be taken to prevent dropping of excessive solder from terminal thereby causing failure/unwanted connection or short by fusing of PVC insulation in the row below it. It is advisable to raise the wires by mechanical means and temporarily interposing a wooden or plastic sheet between the adjacent rows while soldering, to collect the excessive solder that may be dropping out.

8.14.5 After testing, the loose wires on the cable ladder shall be neatly bunched and laced with twine black. The contractor shall adopt suitable colour code for wiring as required by the Engineer in-charge. Spare conductors to an extent of 10% are to be provided on the interconnecting wire runs for future developments, in case multi-core cable is used.

8.14.6 Various supplies associated with signalling viz., 110V AC, 110V DC, 60V DC, 24V DC 12/24V AC and 12/24V AC flashing are to be brought out to the relay/equipment room as per instructions. Necessary measuring instruments are to be mounted on the Hylam sheet 10 mm thick fitted to the power panel with suitable switches and HRC fuses.

8.14.7 After the complete testing by the Engineer in-charge and before commissioning the installation, the contractor shall arrange necessary lead seals & sealing wires for sealing the relays.

8.14.8 The nomenclature of each relay shall be painted both in front and rear side of each relay with contact configuration. The relay index sheet duly painted with details of relay and their position in the relay rack

shall be manufactured out of Decolum /Novapan or similar sheet and fixed in the relay room. All the relays to be plugged shall be checked visually and defect if any, noticed shall be replaced, duly reporting the same to the Railways. Relay rack wiring and contact chart of all relays shall be prepared in linen/polyester sheets, duly signed and handed over to Railways for preparation of handing -over documents to maintenance organisation.

- 8.14.9 Suitable arrangements shall be made in the relay rack for fixing condenser and resistance unit, required for slow to release feature. Letter painting shall be made against each unit to identify circuit for which it is used.

## 9. FUSES, TERMINAL AND TERMINAL LINKS

### FUSES

- 9.1 It shall not be possible to insert a cartridge of a higher rating into a holder of lower rating.
- 9.2 Fuses shall be of non-deteriorating type conforming to RDSO specification.
- 9.3 Fuse clips shall be mounted on an insulating base of fireproof material.
- 9.4 Fuses or circuit breakers shall be installed according to standard practice with prior approval of the Railway.

## 10. INSULATION

Provision of insulation wherever required to follow standard approved Railway practice for the purpose. Material used for insulation shall be such that it will not be injuriously affected by atmospheric conditions.

## 11. TRACK CIRCUIT

- 11.1 Dual MSDAC Design is used for track occupancy . Any alternative method to be adopted should be approved in advance by the Engineer.

## 12. EARTHING

- 12.1 Earth resistance of the Earth Electrode shall not exceed 10 Ohms for conventional earth and 01 ohm for maintenance free earth. .
- 12.2 Earth Electrode shall be tested as per instruction of Earthing given as Annexure-III and the result shall be recorded in the Form given with the instructions as per Annexure-III. The form should be signed by the representative of the Contractor and the Engineer.
- 12.3 Earthing of equipment shall be done as per the instruction on Earthing of signalling and telecom equipment in 25 KV 50 Hz AC electrified section as per Annexure-III.

## 13. STATION EQUIPMENT

- 13.1 The control panel shall be erected in the place as shown by the Engineer-in charge of the work on proper foundation bolts and cement concrete. Before erecting the panel, a suitable duct shall be made for bringing the jumper cables into the control panel.
- 13.2 The control panel of Domino type shall be wired with indoor cable 40C/60C.
- 13.3 The contractor shall protect the control panel, while doing the wiring. The terminal particulars, power supply points, tag block particulars shall be neatly painted on the inner side of the panel. Before commencing wiring all knobs, buttons & indicators shall be tested for proper contact and defective ones shall be replaced in the initial stage itself.
- 13.4 The cable termination and internal wiring terminal particulars of control panel shall be made out signed by the contractor and handed over to Railways. The control panel shall be earthed properly.
- 13.5 Any modification to the panel wiring shall be done by the contractor at site, as required by the Railways free of cost before final commissioning.

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- 13.6 The inter-connections arrangements includes laying of multi-core hook up wire cables, inter connection between Generator room, battery room, power rack and cable termination rack by using sufficiently thick wires not less than 7/1.4mm PVC copper or 10 sq. mm. multi-strand copper conductor to avoid the voltage drop.
- 13.7 The ladder arrangements provided shall be of suitable size and manufactured by the contractor, fixed neatly and firmly with proper supports. Cable details, functions allotted to each core and terminal numbers shall be prepared and handed over to the Railways.
14. TESTING AND COMMISSIONING

Testing and commissioning consist of final testing of selection circuits, for proper functioning of track circuits, gears as per SEM, energising and testing of power cables, stabilisers, secondary cells for all circuits, energising and testing of colour light signals and final commissioning of the entire signalling arrangements for traffic use. All the alterations for improving safety shall be carried out before commissioning as required by the Railways. The contractor shall first test the equipment and then jointly with Railways, testing charges being borne by the contractor. The contractor shall provide test panel for testing at his own cost. The different stages and procedures for testing of indoor and outdoor equipment are given below as guidance –

STAGE. I - TESTING OF THE ELECTRONIC INTERLOCKING

STAGE. II - TESTING OF THE OUTDOOR GEARS, i.e. MSDAC, SIGNALS, LC GATES, ETC.

STAGE. III - COMMISSIONING OF ELECTRONIC INTERLOCKING BY CONNECTING THE OUTDOOR GEARS TO THE DUAL VDU.

STAGE. IV - COMMISSIONING OF MODIFICATION IN EXISTING EI/PI STATIONS IN CONNECTION WITH ABS.

STAGE V- COMMISSIONING OF MODIFICATION AT STATION AND STATION ELECTRONIC INTERLOCKING, AUTO HUT ELECTRONIC INTERLOCKING IN CONNECTION WITH ABS.

#### TESTING OF ELECTRONIC INTERLOCKING

Testing of Electronic Interlocking consists of Energisation of relays by connecting the simulation panel, & Clearing of signals on the simulation panel and carrying out the following tests (As per table of control) –

- Negative tests
- Dead/Approach locking tests & Route/Back locking tests
- Testing of conflicting signals & routes.
- All other circuits viz., SM's key, CHLR in the respective signalling circuits & LXPR, KLCPR are proved correctly.

Above activities are explained below in detail –

##### 14.1.1 Energisation of relays:

For major yards, it is preferable to energise relays, circuit wise and sheet wise since it involves number of routes and parallel movements. For way station, it is preferable to energise the circuit, route wise. Before taking up the above energisation, the following works shall be completed –

- Wire to wire bell-test of all sheets before soldering and after soldering.
- Plugging of all relays as per contact configuration.
- Power supply arrangement with batteries.

##### 14.1.2 Connecting The Simulation Panel:

- It shall be possible to control all VPRs, NWKR/RWKR, CHLRs, KLCRs, LXCPs etc., from the simulation panel by energising all the relays.
- It is desirable to have the simulation panel adjacent to control panel so that the panel indication can be observed simultaneously while testing.

##### 14.1.3 Connecting simulation panel : Simulation panel consists of two Boards –

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Board No.1: It depicts the yard (painted) with track circuits, LC gates and slots. Switches are fixed on the board to simulate the conditions of the track circuits, interlocked LC gates, slots etc.

Track circuit switches are fixed on the track for small yards. For major yards the switches are grouped as point switches and track circuit switches. Functions requiring ON and OFF switch (with make and break facility i.e. two wires only.) with facility to pick up a relay in one position and drop the same in other position.

Example:

- Switch OFF - Track Down - VPR dropped.
- Switch ON - Track pick up - VPR picked up.

For controlling the following functions the above type switches shall be used –Track circuits, Sidings, Crank handles, Slots, LC gates

Board No.2: To simulate the signals the following bulbs are used as dummy loads for the ECRs to pick up and also to observe the aspect of the signals during testing.

- ON aspect - 110v 40W
- OFF aspect - 110v 25W
- Route aspect - 110v 75W (Junction type Route indicator)

#### 14.1.4 Wiring simulation panel to the relay room side wiring at MDF:

- Disconnect all the links on cable termination rack. Wires from the switches are connected to the relay room side termination. Similarly, the wires from simulation panel board. no. 2 consisting of lamps is connected to the relay room side termination.

- 0.6 mm multi-core cable is used for wiring the simulation boards. To reduce the voltage drop, more conductors are used for supply taken to the test panel and also to the negative since common return is used.

#### 14.2 TESTING OF OUTDOOR GEARS

Testing of outdoor gears consists of –

- Signals
- MSDAC Track circuits
- LC gates (Interlocked)
- Sidings

#### 14.3 COMMISSIONING OF DUAL VDU.

Commissioning of panel consists of –

- Testing all signals from panel and correspondence of their aspects. Checking the correspondence between the signal gears and panel for their panel indications.
- Checking the correspondence between the track circuits and their panel indications.
- Testing of sidings, its electrical transmission of EKT, panel indications.
- Testing of LC gates, its electrical transmission of EKT, panel indications.

#### 14.4 TESTING AND COMMISSIONING OF OUTDOOR EQUIPMENT

Cable meggering and pairing up of conductors shall be done.

14.4.1 All the power cables shall be made through and power supply shall be extended to all locations.

14.4.2 After the power cables are energised, check up each limb of the power cable whether any earth fault exists using multi-meter. This will indicate whether any cable conductor is faulty (i.e. earthed).

14.4.3 Signals shall be initially tested from the location box to attend to minor troubles of bulb holders, wiring etc.,

14.4.4 All the aspects shall be checked by giving 110V AC feed from location box and then the test shall be repeated by giving feed from Relay room CT rack. This test shall be done for each aspect, route and pilot lamp of shunt signals.

14.4.5 Care shall be taken to ensure that no train is approaching during this test to avoid misleading information to drivers of Tenderer

14.4.6 Ensure that signal number plate is provided and unit back door is fastened and locked properly. Door locking is very important to prevent sunrays falling on to lenses to give phantom indications.

14.4.7 Focus the signal aspects, record the aspect voltages and ensure that it is within the permissible limit. (90% of rated voltage of the bulb)

14.4.8 Following tests shall be carried out on Track Circuits(MSDAC):

- Track devices are fixed properly with Jig. Location electronics is properly connected with relay room and track side electronics.
- All the track circuits shall be energised through MSDAC and outgoing VPR voltages checked.
- Check whether cross protection wiring is done for VPR circuit.
- Shunt the track circuit with wheel at various places on the track and check whether the track relay drops every time it is shunted.
- Check the correspondence between TR and VPR in relay room.
- Track circuit shall be adjusted properly and readings recorded.
- Check up all input AC voltage and other voltages during shunting of Track device by wheel.

14.4.9 Check up the interlocking of L.C. Gates.

14.4.10 Check up for the proper functioning of electrical transmission of key transmitters.

14.4.11 Check up the panel indications.

14.4.12 Connect magneto telephone communication between SM and LC gate/siding.

14.4.13 Ensure that respective signals cannot be taken off if LC/siding controls are not available with SM (i.e. on panel)

14.4.14 Ensure that when the signals are taken off, respective LC gate/siding key cannot be extracted from the EKT

#### 14.5 COMMISSIONING OF PANEL/EI

Check up all signals aspects by directly feeding from cable termination rack (110 V-AC).

Check up the incoming feed of VPRs in the C.T.Rack. The above checking will confirm the pairing of cable conductors.

Remove the wiring connection of simulation board on cable termination rack and make through the links of all VPRs, WKR and signal circuits.

Check whether all VPRs have picked up and check up the panel indication by individually dropping each track circuit to correspond correctly.

Check whether all other required relays viz., CHLR, LXPR, KLCR have picked up.

Test all the signals from panel.

Check the correspondence between relay room and signal aspects which, is most important:

For checking the aspects of Automatic signals, advance starters, starters, home signals, distant signals, staff (not below the rank of ESM) shall be deputed to site with walkie-talkie or Magneto telephone and check the correspondence.

Remove the signal bulb at site of every aspect and check whether indication disappears on the panel and ECR drops in the relay room.

Open all the registers and make entries of counter numbers before handing over to operating staff.

14.5.1 The following Registers shall be handed over to operating staff.

- Relay room key register
- Route cancellation register
- Crank handle register
- Axle counter reset register

14.5.2 The following registers shall be opened for signal maintenance staff

- Track circuit history register
- Signature of Tenderer

- Track circuit maintenance register
- Signal register
- Battery maintenance register
- Axle Counter maintenance register.

14.5.3 Sealing of equipment where required shall be done.

14.5.4 Entries shall be made in the signal history register regarding new S&T assets commissioned.

**14.6 MISCELLANEOUS: WOOD WORK:**

14.6.1 Wherever woodwork is involved, the wooden planks are to be supplied by the contractor and he shall ensure the wood of good quality, which shall be varnished/ painted as specified. All teak wood boards shall be varnished and hard wood shelves should be black painted.

14.6.2 Wooden cross of approved type should be provided for the newly erected colour light signals, till they are commissioned.

14.6.3 Wooden Board and shelves are to be properly polished before fixing the terminals and equipments on it, as advised by the Engineer.

14.6.4 All the equipments, relays and terminals are to be marked by lettering on it as advised by the Engineer.

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## SUPPLEMENT

## STANDARD PRACTICES &amp; GENERAL INSTRUCTIONS WHILE CARRYING OUT S&amp;T WORKS:

For improving the reliability in Suburban section, certain steps were taken in the past. The same should be followed for ongoing or future works being executed. These are summarised below:

1. Keeping view of RE (changeover of traction supply) work, Audio Frequency Track Circuits with complete centralised equipment shall be planned.
2. Provision of glued joints should be made in all future works.
3. Separate cables for functions of different lines such as up local, down local, up through and down through and the yard shall be laid, so that minimum interruption to the train working caused in case of failure or cable disconnected.
4. Fibre glass boot- legs shall be used for track circuits.
5. Centralisation of equipment, especially for auto signals shall be done and the relay equipment shall be housed in adjoining relay rooms.
6. For track circuits, wiring of feed end & relay end shall be done with flexible wires in the location box.
7. For signals supply, ferro-resonant type voltage regulators alone to be used. Fuses shall be provided for line wise functions so that only one line will be affected in case of fuse blowing.
8. Auto or semi-auto signals shall be wired in such a way that they repeat the 'off' aspect even in case of red lamp fusing when they work on auto mode.
9. Separate earth leakage detectors shall be provided for all power supplies in the installation independently for continuous monitoring.
10. For any new works, full/half apparatus cases to be provided for cable termination & housing equipments. The apparatus cases shall be manufactured by WM (Sig.) SBI to the approved drawing or similar. They shall be fitted with 'E' type lock of standard ward No. 11. In addition, there shall be provision of arrangement for pad locking.
11. Yard communication such as paging/ talk back shall be provided in all major RRI's.
12. Communication cables shall be laid for communication points in location / Apparatus cases and on point junction boxes.
13. Separate fuses shall be provided for all control panel circuits such that total failure can be avoided due to fuse blowing.
14. MDS or SIEMENS make or similar MCBS of required capacity only be provided for different supplies in the installations.
15. Automatic changeover of supply between 'A' and 'D' feeder and SEB/NTPC supplies shall be provided for reliability.

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Appendix – 2/ Vol – IIILIST OF SIGNALLING MATERIALS WITH THEIR SPECIFICATION / DRAWINGS:

1. Un-screened PVC insulated Armoured signalling cable Copper conductor solid/ stranded, \_\_core \_\_Sq. mm as per specification No.IRS-S-63 with latest amendments. The core of the cable shall be identified as per Para 3.2.5/3.2.6 of the specification.
2. Cable signalling underground screened with galvanised double steel tape as per IRS-S-35, S-63 with latest amendments \_\_core \_\_Sq. mm.
3. Jelly filled cables as per specification IRS-TC-41-97 with latest amendment.
4. Cable as per IRS-63 with latest amendments, PVC insulated steel tape armoured and PVC sheathed Copper/ Aluminium conductor solid/stranded size \_\_core\_\_ Sq. mm. conductor conforming to IS: 1554 (latest).
5. Six quad having 0.5 mm dia. or 0.9 mm dia. conductors underground cable for Axle counter for use in Railway Electrified areas as per IRS TC-30-2005 (Ver.-1) with amendt-no3 or Latest.
6. Indoor cables, copper conductor, PVC insulated and sheathed as per IRS S:76/89 with latest amendments size \_\_core \_\_mm dia.
7. Single core, size\_\_mm, nominal cross sectional area\_\_, solid/stranded Copper conductor, PVC insulated in\_\_colour as per IRS/76 with latest amendments.
8. Apparatus case steel single as per sketch No.RE/S&T/ALD/SK/219/82 with alteration 'A' and 221/82 with alteration 'B'. The key and handle should be @ one each per 2 apparatus cases.
9. Apparatus case steel half as per sketch No.RE/S&T/ALD/SK/220/82 with Alteration 'A' and 221/82 with alteration 'B'. The key and handle should be @ one each per 2 apparatus cases.
10. Junction box steel as per sketch No.RE/S&T/ALD/SK/227/82 corrected up to 30.6.86 and 228/82 corrected up to 18.1.93. The key and handle should be @ one each per 2 junction boxes.
11. Track lead Jn. Box as per IRS(s) Drg. No.SA-20101/M made of FRP material (FRP material conforming to RDSO SPN 151/97 or latest) complete with 450 mm long 25 mm dia. pipe.
12. Signal colour light Multi Unit type 4 aspect without side light, signal transformers, lamps and lenses as per RDSO Drg. No.SA-23001 A/M(Adv.) specification IRS:S-26/64 or latest.
13. Signal Colour light multi unit type 3 aspect without side light lenses, lamps and signal transformers as per RDSO Drg. No.SA-23002 A/M(Adv.) latest specification IRS: S-26/64 or latest.
14. Signal colour light multi unit type 2 Aspect without side light lenses, lamps and signal transformer as per RDSO Drg. No.SA-23003 A/M (Adv.) latest. The mounting socket should be provided for 140 mm dia. to RDSO Drg. No.S-23005 M(Adv.) Latest. Specification IRS:S-26/64 or latest.
15. Colour Light signalling tubular post as per IRS Spec. No.IRS-S-6-81 or latest, 3.6 metres long.
16. Colour Light signalling tubular post as per IRS spec.No.IRS/S-6-81 or latest, 4.6 metres long.
17. Colour Light signalling tubular post as per IRS spec. No.IRS/S-6-81 or latest, 5.6 metres long.
18. Route Indicator directional type 5 units Arm 1 way as per Drg. No.SA-23401 (Adv) latest & spec. IRS:S-66 (latest) complete with fittings but without lamps, lenses and signal transformer along with mounting sockets 140mm dia. to RDSO Drg. No.S-23005/M(Adv.) Latest.
19. Route Indicator Directional type 5 Unit Arm 2 way as per Drg. No.SA-23402 (Adv.) latest & spec. IRS:S-66(latest) complete with fittings but without lamps, lenses and signal transformer along with mounting sockets 140mm dia. to RDSO Drg. No.S-23005/M(Adv.)Latest. (Suitable arrangement should be provided to fix the Arm as per Unit combination 'a' and 'b' indicated on the Drg.)

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20. Route Indicator Directional type 5 Unit Arm 3 way as per Drg. No.SA-23403 (Adv) latest & spec. IRS:S-66 (latest) complete with fittings but without lamps, lenses and signal transformer along with mounting sockets 140mm dia. to RDSO Drg. No.S-23005/M(Adv.) Latest. (Suitable arrangement should be provided to fix the Arm as per Unit combination 'a' and 'b' indicated on the Drg.)
21. LED Signal Lighting unit (110Volt AC LED) as per RDSO/SPN/153/2004(revision 3.0).
22. Ladder for colour light signal multi unit type 5.5 metres as per RDSO Drg. No.SA-23155 (Adv.) with latest alteration.
23. Ladder for colour light signal multi unit type 4.5 metres as per RDSO Drg. No.SA-23153 (Adv.) with latest amendments.
24. Ladder for colour light signal multi unit type 3.5 metres as per RDSO Drg. No.SA-23150 (Adv.) with latest amendments.
25. Signal Base for 140 mm dia. post as per IRS(s) Drg. No.S-2011/M with latest amendments.
26. Signal Bracket colour position light for 140 mm outside dia. post as per RDSO Drg. No.SA-23080 (Adv.) latest.
27. OFF set Bracket Suitable for colour light signal, 140 mm outside dia. post.
28. 'P' Marker (Non-illuminated) as per Drg.No. RE/S&T/Sig/Tender/SK/ 36/ 85 dated 20.04.85.
29. A/G/C Marker (Non-illuminated) as per Drg.no.SA-23451(Adv.)/SA-23476(Adv.)
30. Bakelite sheet as per IS spec.no.IS-1998-1962 B22.
31. Signal Cable Marker as per Drg.No. CORE/S&T/ALD/SK/373/93 Pg.10, ALT-A.
32. Block Section/Shunting Limit Board as per RDSO Drg.No.SA-2373 (Adv.) latest.
33. Cable Trough (GI) for girder Bridges as per Drg.No. RE/ S&T /SIG/ Tender/ SK/22/85 dt. 20.04.85.
34. Earth electrode as per Drg. No. RE/S&T/SIG/Tender/SK/26A/85.
35. RCC pipe 150 mm dia. 2 metre long with collars to IS specn. No.458/1971 or latest.
36. Signal shunt position light 2 position as per RDSO Drg. No. SA-23840 (Adv.) with latest amendments.
37. Repeater Luminous Signal green as per IRS Drg. No. SA-23271 C/M with latest amendments.
38. Repeater Luminous Signal Red as per IRS Drg. No SA-23271 A/M with latest amendments.
39. Repeater Luminous Signal Yellow as per IRS Drg. No SA-23271 B/M with latest amendments.
40. Indicator Luminous Stencil type 'F' as per IRS Drg. No. SA-23296/M with latest amendments.
41. Indicator Luminous Stencil type 'L' as per IRS Drg. No. SA-23295/M with latest amendments.
42. Indicator Luminous Stencil type 'N' as per IRS Drg. No. SA-23291/M with latest amendments.
43. Indicator Luminous Stencil type 'OFF' as per IRS Drg. No. SA-23293/M with latest amendments.
44. Indicator Luminous Stencil type 'ON' as per IRS Drg. No. SA-23294/M with latest amendments.
45. Indicator Luminous Stencil type 'R' as per IRS Drg. No. SA-23292/M with latest amendments.
46. Indicator Luminous Stencil type case complete as per IRS Drg. No. SA-23297/M with latest amendments.
47. Circuit Controller 2 Way (modified design) lever as per RDSO Drg. No. SA-20245 Advance with latest amendments.

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48. Circuit Controller 4 Way (modified design) lever as per RDSO Drg. No. SA-20266 Advance with latest amendments.
49. Circuit Controller 6 Way (modified design) lever as per RDSO Drg. No. SA-20276 Advance with latest amendments.
50. Circuit Controller 8 Way (modified design) lever as per RDSO Drg. No. SA-20286 Advance with latest amendments.
51. Earth Leakage detector single channel/ multi channel suitable to work on 110 voltage 50 Hz single phase AC as per RDSO Specification No. 256-1971 (Revised 1977 or latest complete with electro- magnetic counter.
52. Terminal Block (M6- Terminals) as per IRS Specification NO. IRS-S-75-91(latest) and IRS Drg. No. SA-23741/A/with latest alteration.
53. Fuse Link cylindrical head (2A, 4A and so on) non-deteriorating type, non-indication type as per IRS Specification No. IRS-S-78-92 or latest.
54. Fuse Block as per IRS(S) Drg. NO. SA-23748 with latest alterations.
55. Block instrument double line as per RDSO specn. No. IRS-S-22(latest) similar to SGE token-less block instrument.
56. Block filter unit as per IRS: S-68(latest).
57. Point rodding (Solid) as per IRS Drg. No. S-3635 A with latest amendments.
58. Foundation type 'A' as per IRS Drg. No. S-3529/M (Adv.) with latest amendments.
59. Foundation type 'B' as per IRS Drg. No. S-3536/M (Adv.) with latest amendments.
60. Switch Extension piece (BG) LH as per RDSO Drg. NO. S-6063/M (Adv.) with latest amendments.
61. Switch Extension piece (BG) RH as per RDSO Drg. NO. S-6062/M (Adv.) with latest amendments.
62. Lug Eye (Butt end) as per RDSO Drg. NO. S-3631/M (Adv.) with latest amendments.
63. Flush joint 32 mm (Butt end) as per RDSO Drg. NO. SA-6051/M (Adv.) with latest amendments.
64. Solid joint 32 mm (Butt end as per RDSO Drg. No. SA-6050/M (Adv.) with latest amendments.
65. Solid joint 20 mm (Butt end as per RDSO Drg. No. SA-2160/M (Adv.) with latest amendments.
66. Joint Screw 20 mm (Butt end as per RDSO Drg. No. SA-2162 /M (Adv.) with latest amendments.
67. Point rodding connections for Siemens Electric Point Machine as per RDSO Drg. No. SA-8800-01 (Adv.) with latest amendments.
68. Point connection for IRS rotary point machine complete as per RDSO Drg. No. RDSO/S/3361-62 with latest amendments.
69. Electric Point and Lock Detector with cross protection contacts as per RDSO Drg. No. SA-23331 (Adv.) with latest detectors slide plug to RDSO Drg. No. SA- 23386 (Adv.) latest RDSO specification IRS S: 49 with latest amendments.
70. 4-wire/2 wire train traffic control equipment Dual tone multifrequency signalling as per IRS TC-60-2007 or latest.
71. Datalogger System for Railway S&T installation as per IRS: S-99/2006 or Latest.
72. Thermo shrinkable jointing kit for jointing underground cable as per RDSO/SPN/TC/772010(Rev.2) or latest.
73. Choke type 'B' having annealed enamelled copper wire, as per IRS-S-65/83 or latest.

Signature of Tenderer

74. Resistance adjustable 0 to 30 ohms as per Specification No. RE/S&T/ALD/Store/Specn. /12-B dated 11.2.87 and sketch No. RE/S&T/ALD/SK/180/81 with Alt. 'B' or Latest.
75. Surge discharger type 'A' non-restoring type as per IRS-S-52-76 with latest amendments but without hard ware materials i.e. Bolts, Nuts, Washers etc. and connection cables and Aluminium terminal lugs.
76. Track feed battery charger working on 110 Volts. AC to charge 1 or 2 or 3 or 4 lead acid cells as per IRS Specn. No. IRS-S- 89/93 or latest.
77. Secondary cell-low maintenance IRS: S-88/93 (latest).
78. Battery chargers as per IRS Specn. No. IRS-S-86/92 with latest amendments with auto charging facility.
79. Battery charger for maintenance free valve regulated batteries as per IRS -93/96(B) with latest amendments.
80. Inverter for Railway signalling installations for 'On Line' applications (with Sine Wave Output) as per IRS Specn. No. IRS-S-82/92 (latest).
81. Accumulator lead acid stationary with tubular positive plates to IS-1651 latest 2V each of \_\_AH 10 hours rate of discharge, complete with inter-cell connectors, Bolts & Nuts and acid level indicators (Floats) dry and uncharged. The cells should be subjected to life test as per procedure laid down.
82. Secondary cells maintenance free as per IRS: S-93/96/A with latest amendments.
83. Fail safe Electronics Time Delay Relay as per RDSO Specn. NO. IRS-S- 61/2000 (amdt-1) or latest to be operated on 60V DC/24V DC.
84. Fail Safe Electronic Flasher device as per RDSO/SPN/173/2002 or latest.
85. Point contactor unit as per RDSO Specn. No. IRS: S-46(with latest amendement) and Firm's specification.
86. Relays - 'Q' series Neutral Line(Metal to Carbon) as per BRS: 930(NON- ACI) andBRS:931A (ACI).
87. Relays- Track Plug-IN type 9&4 ohm (Metal to Carbon) as per BRS:938A,939A and 966(appendix F2).
88. Relays-Universal plug-in type ECRS (Metal to Carbon contact) for LED signal lamp as per BRS:940,941A and 942 with latest amendments.
89. Relays special type as per BRS:930,932A,933A,935A,937A, 943,960 and RDSO/SPN-84/88 and Firms specification.
90. Electric Lifting Barrier as per IRS: S-41/70 (amendments no 2) or latest.
91. Single Section Digital Axle Counter as per RDSO/SPN/177/2003 ver.-1 with amendments 2 or latest and Firms specification.
92. Thermo plastic Rail insulation joints as per RDSO/SPN-168/2005 or latest.
93. ARA Terminal Block & Fuse Block made of PBT as per IRS:S75/2006(REV.2) and Drg.SA-23741A,SA23745,SA-23746,SA23748,SA23756.
94. Relays - 3 position DC polarised (Metal to Metal) as per IRS: S-31/80 (latest).
95. Insulated rod joint 32mm Butt end as per RDSO Drg. No. SA-3637/M/(Adv.) with latest amendments.
96. Insulation for Gauge Tie Plate (BG) complete with insulating bush and washer each set comprising of
  - 96.1 Insulating Plate for Gauge Tie Plate BG as per RDSO Drg. No.T-10372 or latest - 1 Nos.
  - 96.2 Insulating bushing for insulated stretcher-bar BG as per RDSO Drg.No.T-10368 or latest-3 Nos.
  - 96.3 Insulating washer for insulated stretcher-bar BG as per RDSO Drg.No.T-10371 or latest-6 Nos.

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97. Insulation for altering stretcher bars (BG) each set comprising of :
  - 97.1 Insulating plate for altering insulated stretcher bars BG as per RDSO Drg. No. T- 10384 or latest 2 Nos.
  - 97.2 Insulating bushing for altering insulated stretcher bar BG as per RDSO Drg. No. T-10535 or latest – 4 Nos.
98. Insulating for stretcher bars BG, each set comprising of: -
  - 98.1 Insulating Side Plate for insulated stretcher bars BG as per RDSO Drg. No. T-10367 or latest-2Nos.
  - 98.2 Insulating bushing for insulated stretcher bar BG as per RDSO Drg. No. T-10368 or latest – 4Nos.
  - 98.3 Insulating washer for insulated stretcher bar BG as per RDSO Drg. NO. T-10371 or latest – 8Nos.
99. Insulated Rail Joint Nylon (Four Channel Type) 60 Kg. UIC complete as per RDSO Drg. No. SA-22171(Adv.) latest RDSO Specn. IRS: S-40(latest).
100. Insulated Rail Joint Nylon (Four Channel Type) 52 Kg. complete as per RDSO Drg. No. SA-22101(Adv.) latest RDSO Specn. IRS: S-40 (latest).
101. Insulated Rail Joint Nylon (Four Channel Type) 90 R complete as per RDSO Drg. No. SA-22111(Adv.) latest without iron and steel parts. RDSO Specn. IRS: S-40(latest).
102. Insulated Rail Joint Nylon (Four Channel Type) 75 hour complete as per RDSO Drg. No. SA-22121.(Adv.) latest without iron & steel parts. Specn. IRS: S-40 (latest).
103. Insulated Rail Joint Nylon (Four Channel Type) 60 R complete as per RDSO Drg. No.SA-22131. (Adv.) latest without iron and steel parts. Specification IRS: S-40 (latest).
104. Insulated Rail Joint Nylon Fish-Plate (52Kg) as per RDSO Drg. No.S-22102. (Adv.) with latest amendments.
105. Rail Joint Insulated backing plate (52Kg) as per RDSO Drg. No.S-28107. (Adv.) with latest amendments.
106. Rail Joint Insulated backing plate '90R' as per RDSO Drg. No.S-22117. (Adv.) with latest amendments.
107. Rail Joint Insulated ferrule (52 Kg) as per RDSO Drg. No.S-22108. (Adv.) with latest amendments.
108. Channel pin single Groove 7mm dia. (for 4 mm dia. Bond wire) as per RDSO Drg. No.S-69/A. (Adv.) with latest amendments.
109. Bond wire clip (52 Kg + 90 R Rails) as per RDSO Drg. No.S-22167 (Adv.) with latest amendments.
110. Magneto Telephone Desk Type to IRS TC-36-85 or latest.
111. Terminal strip 8 Way/10 Way as per IRS Specification No.IRS-S-79/92(amd.2) with latest amendments DRG no SA-24811 and SA-24812.
112. Wire Insulator as per IRS specification No.IRS-S-47-74 (latest).
113. Single line Axle Counter block proving system with multiplexer and block interface as per RDSO Drg. Nos.
  - 113.1 32010-2A, 32010-3A, 32010-4A, 32010-5 & 32010-6 for station with axle counter.
  - 113.2 32010-2B, 32010-3B, 32010-4B & 32010-6 for station without axle counter.
114. The copy of specifications can be purchased from following sources:
  - 114.1 IRS specification
    - 114.1.1 Manager of Publications, Government of India Civil Lines, New Delhi-110054.
    - 114.1.2 Government of India Book Depot, 8-K.S.Roy Road, Calcutta-700001.
  - 114.2 RDSO Specifications & RDSO Drawings:  
Signature of Tenderer

114.2.1 RDSO, Manak Nagar, Lucknow.

114.3 DOT/TEC/ITD Specification:

114.3.1 KhurshidLalBhawan, Janpath New Delhi-110001.

114.4 B.I.S. Specification:

114.4.1 Directorate General, Indian Standards Institution, 9-Bahadur Shah Zafar Marg, New Delhi.

114.4.2 F-Block, Unity Building Narsimharaja Square, Bangalore 560002.

114.4.3 534- SardarVallabh Bhai Patel Road, Bombay.

114.4.4 5- Chowringhee Approach, PO Principal Street, Calcutta-700072.

114.4.5 Ahimsa Building (1st Floor) CSCO, 82-83 Sector 27-C Chandigarh 160017.

114.4.6 5-8-56/57, L. N. Gupta Marg, Hyderabad-500001.

114.4.7 117/418-B, Sarvodaya Nagar, Kanpur-208005.

114.4.8 C.I.T. Campus Adayar Madras - 600020.

114.4.9 The specifications and drawings referred but not enclosed in the tender documents may be seen in the office of concerned field unit on any working day.

NOTE: All the specifications shall be as per their latest version/amendment/ specification.

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TECHNICAL SPECIFICATION (FOR DRAWING)TECHNICAL SPECIFICATION FOR DESIGN OF RAILWAY SIGNALLING DRAWINGS INCLUDING  
CIRCUITS/WIRING DIAGRAMS ETC

1. All the plans should be compliable with requirement of RE area and as per site requirement.
2. The designing of circuit diagrams shall be done as per extant Northern Railway practice, SEM, General and subsidiary rules, the guide lines provided by RDSO and as per the latest rules prescribed by the Northern Railway. Wiring diagram for provision of DATA LOGGER shall be prepared on separate sheets.
3. All drawings shall be prepared with suitable CAD system. All original drawings shall be supplied in tracing film as per Northern Railway practice. All drawings shall be prepared on A 3 size or as required. Each drawing sheet shall have Border Line, Margin, Name Plate/Approval Column, Alteration column and drawing space as per latest approved practice of Northern Railway. The tracing film shall be of "Double Matte polyester film of 75 micron thickness of inkjet printing".
4. At least 20% of available drawing space shall be kept blank at the bottom of each original sheet, above name plate/approval column, to accommodate future expansion.
5. In addition to the above specifications the contractor shall follow any other standards as followed by the S&T deptt. of Northern Railway during preparation of drawings.
6. All original drawings and prints shall have relay contact no./terminal no./fuse no. already incorporated.
7. During preparation of the drawings the following shall be kept in view:
  - a) Optimization in using of relays.
  - b) Economization in using relay contacts.
  - c) Optimization in using of cables.
8. All original drawings shall be printed through Ink jet Plotter.
- a) No hand correction shall be allowed on the original tracing. If any connection is required on a sheet the original tracing of that particular sheet shall be replaced with a new one and the same shall be submitted for fresh approval of Railway.
- b) Railway reserves the right to add/delete/modify the requirement of drawings at any time.
- c) No. of check prints, as required Railway shall be submitted till final approval
- d) After the initial checking is over, subsequent drawings shall be submitted in original tracking only.
- e) In case of repeated mistakes, the drawings shall be rejected and fresh drawing shall be submitted by the contractor for which no extra payment shall be made by Railway.
- f) In case of any modification in Engineering plan or interlocking plan the subsequent modifications in all drawings shall be carried out by the contractor at his own cost.
- g) The contractor shall be responsible for collection of all field data from the site of work for preparation of 'As made' drawings.
- h) Original tracings of approved drawings shall be submitted by the contractor to the Railways after completion of work, incorporating all the corrections.
9. Inspection & Approval: Inspection as per schedule and approval by CSTE /P/W/N.Rly.
10. For all technical discussions with Railways regarding the work, the authorized qualified Design Engineer(s), who is well versed in Railway signaling system shall attend concerned Railway offices and represent the tenderer.

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**List of SIP/T-SIP attached in connection with DLI-RE Automatic Section**

<b>Sr. No.</b>	<b>Name of Auto Sections (DLI-RE)</b>
<b>1.</b>	PATEL NAGAR-DELHI CANTT
<b>2.</b>	DELHI CANTT.-PALAM
<b>3.</b>	PALAM-BIJWASAN
<b>4.</b>	BIJWASAN-GURGAON
<b>5.</b>	GURGAON-GARHI HARSARU
<b>6.</b>	GARHI HARSARU-PATLI
<b>7.</b>	PATLI-JATAULA JAURI SAMPKA
<b>8.</b>	JATAULA JAURI SAMPKA-PATUDI ROAD
<b>9.</b>	PATUDI ROAD-INCHAPURI
<b>10.</b>	INCHAPURI-KHALILPUR
<b>11.</b>	KHALILPUR-REWARI

<b>Sr. No.</b>	<b>Name of NEW EI STATIONS (DLI-RE)</b>
<b>1.</b>	PALAM (PM)
<b>2.</b>	GURGAON (GGN)
<b>3.</b>	JATAULA JAURI SAMPKA (JSKA)
<b>4.</b>	PATUDI ROAD (PTRD)
<b>5.</b>	INCHAPURI (IHP)
<b>6.</b>	KHALILPUR (KIP)

<b>Sr. No.</b>	<b>Name of EXISTING EI (ALTERATION) Stations (DLI-RE)</b>
<b>1.</b>	PATEL NAGAR (PTNR)
<b>2.</b>	DELHI CANTT.(DEC)
<b>3.</b>	BIJWASAN (BWSN)
<b>4.</b>	GARHI HARSARU (GHH)
<b>5.</b>	PATLI (PT)
<b>6.</b>	REWARI (RE-NWR JP DIV.)

**END OF TENDER DOCUMENT**

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