

RailTel Corporation of India Ltd

(A Nav Ratna PSU under Ministry of Railways)



NOTICE INVITING EXPRESSION OF INTEREST (EOI)

EOI No.: RCIL/NR_RO/EOI/MKTG/EOI_04/2024-25 Dated 08th November 2024

Expression of Interest (EOI) for "Design, Manufacturing, Supply, Installation, Testing and Commissioning of New Electronic Interlocking" for Customer of RailTel (CoR)

Issued by:

RailTel Corporation of India Ltd

(A Nav-Ratna PSU under Ministry of Railways)


Northern Region

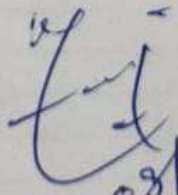
RailTel Corporation of India Limited,
Northern Region, 6th Floor, 3rdBlock,
Delhi IT Park, Shastri Park, New Delhi-110053

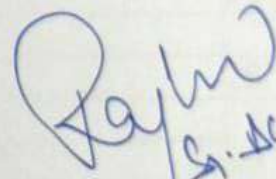
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Sr. DM/Project
8.11.2024


08/11/24
Sr. DG M/F


Sr. DM/MKTG
8.11.24

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Disclaimer

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

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 submitting 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.

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EOI NOTICE

RailTel Corporation of India Limited,

Northern Region, 6th Floor, 3rd Block,

Delhi IT Park, Shastri Park, New Delhi-110053

EOI Notice No: **RCIL/NR_RO/EOI/MKTG/EOI_04/2024-25 Dated 08th November 2024**

RailTel Corporation of India Ltd., (here after referred to as "RailTel") invites EOIs from RailTel's Empanelled Partners for "Design, Manufacturing, Supply, Installation, Testing and Commissioning of New Electronic Interlocking" for Customer of RailTel (CoR)

The details are as under:

SCHEDULE OF EVENTS

1	Date of EOI Floating	08-11-2024
2	Last date for submission of Bids against EOI	13-11-2024 at 11:00 Hours
3	Opening of Bids received against EOI	13-11-2024 at 11:30 Hours
4	Mode of Bid Submission	Single Stage (Two Packet System)
5	EOI documents cost inclusive tax (Non- refundable)	NIL
6	EOI processing fee inclusive tax (non-refundable)	(As per Enivida portal fees)
7	EMD for Pre-Bid Arrangement	Rs. 44,02,535/- (Forty-four Lakhs two thousand five hundred thirty five)
8	Token EMD	Rs. 5,00,000/- (Rs. Five Lakhs only) to be paid online on eNivida portal along with the EOI.
9	Balance EMD	Rs. 39,02,535/- (Thirty-nine Lakh two thousand five hundred thirty-five) To be paid by the selected bidder/partner before final bid submission by RailTel to CoR. Non-submission of balance EMD will lead to rejection of Bid and forfeiture of token EMD.

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

Earnest Money Deposit (EMD)

- i) The Token EMD should be in the favor of RailTel Corporation of India Limited payable at Delhi through online bank transfer only/link in the envida portal. Partner need to share the online payment transfer details like UTR No. date and Bank along with the proposal/bid.
- ii) EMD can be received in the form of bank guarantee/online Bank Transfer/FD. Bank Guarantee has to be confirmed with Structured Financial Messaging System (SFMS) confirmation from the issuing Bank in favor of RailTel. In case of Fixed Deposit, lien in favor of RailTel is to be ensured. BG SFMS Confirmation may be sent to ICICI Bank Account No. 000705049999, Branch Bank IFSC Code No. ICIC00000007 pertaining to RailTel Corporation of India Limited.
- iii) The EMD should be in the favor of RailTel Corporation of India Limited payable at Delhi through online bank transfer/RTGS / NEFT/BG. Partner needs to share the online payment transfer details like UTR No. date and Bank along with the proposal.
- iv) EMD can be submitted in any of the following form:
 - 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 or
 - Demand Draft/BG: In favour of RailTel Corporation of India Limited payable at New Delhi.
- v) Offers not accompanied with EMD shall be summarily rejected.
- vi) The EMD may be forfeited if a bidder withdraws or amends its/his EoI or impairs or derogates from the EoI in any respect within the period of validity of the EoI or in the case of a successful bidder, if the bidder fails to accept the Purchase order/LOA or fails to furnish performance bank guarantee (security deposit).

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:

Rajeev Saroha Sr.DGM/Marketing

Email: Rajeev.saroha@riltelindia.com Contact: +91-9004444143

Note:

1. The EOI response is invited from eligible Empanelled Partners of RailTel only.
2. All the document must be submitted with proper indexing and page no duly signed and stamped at each page as a token of acceptance of EOI by authorized signatory of the Bidder/Partner.

3. This is an exclusive pre-RFP partnership arrangement with empanelled business associate of RailTel for participating in the end customer RFP. Selected partner's authorised signatory has to give an undertaking that 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, assignor 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.

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 No.SIG-WS-CONT-AGC-100 published dt. 24.10.2024 and corrigendum(s) issued thereof, floated on <https://www.ireps.gov.in/>

5. Bidder also undertake to submit MAF of major items as asked in the RFP No.SIG-WS-CONT-AGC-100 published dt. 24.10.2024 and corrigendum(s) issued thereof against 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.
6. The selected bidder will have to accept all Terms & Conditions of CoR RFP's No.SIG-WS-CONT-AGC-100 published dt. 24.10.2024 and corrigendum(s) issued thereof on back to back basis.
7. Any corrigendum(s) issued by CoR against their tender/RFP No.SIG-WS-CONT-AGC-100 published dt. 24.10.2024 and corrigendum(s) issued thereof, shall be the part and scope of this EOI document on back to back basis.
8. No exemption/relaxation is applicable to MSME/Startups.
9. Only, the eligibility clause/criteria for SI/BA(Prospective BA/SI) as mentioned in CoR's RFP No.SIG-WS-CONT-AGC-100 published dt. 24.10.2024 is not applicable on the bidder/BA applying against this EOI. Rest all Terms & Conditions of CoR No.SIG-WS-CONT-AGC-100

published dt. 24.10.2024 and corrigendum(s) issued thereof will be complied by SI/BA/bidders.

10. 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 No.SIG-WS-CONT-AGC-100 published dt. 24.10.2024 corrigendum(s) issued thereof.
11. Please refer CoR RFP Payment terms as this will remain applicable on back to back basis on successful bidders.
12. Bidder may check the price/commercial bid as per Annexure 4 and match the same with FORMATS FOR SUBMISSION OF THE COMMERCIAL BID i.e. Schedule of Work of RFP No.SIG-WS-CONT-AGC-100 published dt. 24.10.2024 of CoR and if found any discrepancy, may be brought in the notice of RCIL immediately and may modify their financial bid format as per CoR RFP's financial bid document.
13. Benefits available under MSME Act will not be applicable to EOI.
- 14. The selected Bidder/Partner/partner will have to accept all Terms & Conditions of Customer of RailTel (CoR) RFP on back to back basis. CoR RFP No.SIG-WS-CONT-AGC-100 published dt. 24.10.2024 and subsequent corrigendum issued for the RFP thereafter. Copy of RFP is enclosed. Scope of work is as per end customer requirement and all the conditions will be applicable on back to back to the Bidder/Partner including SLA/penalty.**
15. RailTel may retain the work for procurement where RailTel has its own expertise and in this regards it shall be complied on back to back basis by RailTel.
16. All Corrigendum issued by CoR against RFP No. Tender ID SIG-WS-CONT-AGC-100 published dt. 24.10.2024 shall be applicable on back to back basis for successful bidder/partner. All Annexures amended by the CoR through subsequent corrigendum(s) shall be applicable to the prospective participating bidders/partners and they shall submit modified Annexures in CoR format.
17. Offline documents like POA, NDA, Integrity pact and Affidavit must reach 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 participate in the tender floated by CSTE/C/AGRA, Northern Railway (hereafter referred to as 'CoR' and accordingly seeks to select a suitable partner for pre-bid arrangement.

RailTel intends to participate in RFP floated by Design, Manufacturing, Supply, Installation, Testing and Commissioning of New Electronic Interlocking

RailTel invites bids from RailTel's Empanelled Partners (BA/DSP/SI) for the selection of suitable partner for execution of above-mentioned work for the agreed scope work. The empanelled partner is expected to have excellent execution capability and good understanding of the 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 end customer's RFP. Bidder also undertakes to submit MAF of all items of the proposed solution as

asked in CoR RFP No.SIG-WS-CONT-AGC-100 published dt. 24.10.2024 and subsequent corrigendum issued thereof other documents required in the end Customer Organization 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.

The details of pertinent tender are as below:

Tender Title: RFP for Design, Manufacturing, Supply, Installation, Testing and Commissioning of New Electronic Interlocking against CoR RFP: No.SIG-WS-CONT-AGC-100 published dt. 24.10.2024 and subsequent corrigendum issued thereof floated on www.ireps.gov.in.

System Integrator (SI) shall submit Final Make /Model list to RailTel prior to bid submission by RailTel to end customer. An undertaking in this regard duly signed by Authorized Signatory of SI who wish to participate in the EOI shall submit to RailTel along with EOI proposal along with Tentative Make/Model.

3. Scope of Work

Scope of Work shall be on back to back basis at actuals as per the CoR **RFP No.SIG-WS-CONT-AGC-100 published dt. 24.10.2024 for Design, Manufacturing, Supply, Installation, Testing and Commissioning of New Electronic Interlocking floated on <https://www.ireps.gov.in/epsn/anonymsearch.do>** and any corrigendum issued thereof with latest amendment/ Corrigendum/ Clarifications. Bidder can participate only as a sole bidder and must be RailTel's empanelled partner and will be responsible for all the conditions mentioned in the end customer RFP for their scope of work.

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

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

Stage-I : Technical Bid : All documents like MAF of major/all components, Technical Compliance , Technical Solution Proposed and Eligibility criteria documents shall be covered in this stage

Stage-II: Financial Bid:

- i. The bids should be strictly as per Annexure 4 of EOI for financial quote
- ii. For the opened bid as per outcome of Technical bid, the bidder will be selected on the lowest quote (L-1) basis for complete 'Scope of Work' as mentioned in the EOI document and Physical documents of technical specifications of CoR, subject to the respective overall bid is in compliance to the requirements of this EOI. The so selected partner will be termed as 'Commercially Suitable Partner (hereafter referred to as 'CSP')'. It is re-mentioned, that the final selection of CSP will be on the L-1 basis only. Further, RailTel reserves the right to have negotiation with the CSP.
- iii. As of now, EoI response from interested partners is invited considering that the selected partner will be responsible for delivering of complete 'Scope of Work' as mentioned in the CoR's tender document and subsequent corrigenda. However, RailTel at its discern, 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 tender is announced by CoR. In case, RailTel comes out to be winner of the CoR tender, then the engagement period will get auto-extended to the period RailTel serves CoRf or the said 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.
- iv. RailTel on the basis of inputs / factors available to it from various resources, past experiences of its ICT projects and on the basis of negotiated (*in case*) commercial bid of the CSP, will endeavour to place best techno-commercial bid in response to the pertinent CoR's tender. Further relationship with CSP will be based on the outcome pertinent CoR's tender.

4. Eligibility Criteria for Interested Bidders

SN	Eligibility Criteria	Documentary Proof
1	The interested Bidder/Partner should be an Empanelled Partner with RailTel on the last date of bid submission of EOI.	Copy of Empanelment letter issued by RailTel.
2	<p>The Bidder/Partner should be:</p> <p>a) A company incorporated in India under the Companies Act, 1956 / 2013 and subsequent amendments thereto or A Partnership Firm incorporated in India</p> <p>b) Registered with GST Authorities in India.</p> <p>c) Should have been operating in India till/upto the date of online submission of bid (including name change / impact of mergers or acquisitions).</p>	<p>Following documents shall be furnished by the Bidder/Partner duly signed by its authorized signatory: documents to be submitted:</p> <ol style="list-style-type: none"> 1. Copy of Certificates of Incorporation 2. Power of Attorney/Board Resolution to Authorize Signatory as per Annexure-08 3. Copy of PAN and Copy of Registration Certificates with GST Authorities.
3	<p>The minimum cumulative turnover of the firm should be at least 150% of estimated value. during the last three consecutive financial years. (i.e. 2021-22, 2022-23 & 2023-2024).</p> <p>Bidder/Partner should be Profit making in each of the last three financial years (FY 2021-22, 2022-23, 2023-24) from the date of online submission of bid.</p>	<p>Following documents shall be furnished by the Bidder/Partner:</p> <ol style="list-style-type: none"> 1. Chartered Accountant (CA) Certificate clearly specifying the Annual Turnover, Net worth & Audited Financial Statements for the last 3 Financial Years (i.e. FYs 2021-22, 2022-23, 2023- 24). 2. Audited Balance Sheet and Profit/Loss Account of last 3 Financial Years (i.e. FYs 2021-22, 2022-23, 2023- 24) should be enclosed along with CA certificate with UDIN number. <p>NOTE: If Audited financial statements for FY 2023-24 is not readily available, provisional BS duly certified by</p>

		CA/Statutory Auditor and provisional certificate duly certified by CA/Statutory Auditor shall be submitted.
4	<p>a) The Tenderer must have successfully completed any one of the following categories of work(s) during last 03 (three) financial years i.e. (FY 2021-22, 2022-23, 2023-24) , ending last day of month previous to the one in which tender is invited:</p> <p>(i) Three similar works costing not less than the amount equal to 15% of advertised value of the tender, or</p> <p>(ii) Two similar works costing not less than the amount equal to 20% of advertised value of the tender, or</p> <p>(iii) One similar work costing not less than the amount equal to 35% of advertised value of the tender.</p>	<p>Following documents shall be furnished by the Bidder:</p> <p>a) Copy of Relevant Work Order with BoQ and cost details highlighting the components.</p> <p>b) Completion Certificate from client on client's letter head duly signed by client in the name of the bidder.</p> <p>c) If client is a private company and end customer is State/UT/Central Govt. department, PSUs - Client certificate (Private Company) clearly mentioning end customer name and address, scope of work and cost of work along with copy of completion certificate issued by end customer shall be submitted. RailTel/CoR has the right to verify the credentials from end customer.</p> <p>Note: - The PO/ Work order/ contracts / letter should be in the name of the bidder and clearly mention the scope of work. Project should have been successfully completed in the last three financial years in India from the date of online submission of bid i.e., completion certificate date must be within the last 3 financial years counted backwards from date of online submission of bid.</p> <p>Completion means: Project should have been implemented and should atleast be in the O&M Stage.</p>

		Similar Work: Any work in connection with signaling installation. Any Railway Signaling or RRI or EI or IBS or IBH or Any work of alteration in PI or RRI or EI or involving Indoor and Outdoor Signaling Work.
5	Total EMD of Rs. 44,02,535/-	Proof of EMD submission
6	Bidder/Partner should not have been blacklisted by RAILTEL or any State/UT/Central Govt. department or its agencies, autonomous bodies, PSUs, reputed organizations at the time of bidding.	Self-Certified letter (As per Non-Blacklisting "Annexure – 11") duly signed by authorised signatory
7	Every document in the technical bid should be duly stamped with signature by the Bidder/Partner failing which will be considered as disqualified.	Bidder/Partner to ensure the same
8	The interested bidder should not be seeking / extending / exploring similar arrangements / engagements with any other organization except RailTel, for the CoR tender.	Undertaking to be submitted.
9	The interested Bidder/Partner should submit undertaking that they are 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.	Undertaking to be submitted as per Appendix-2
10	The interested Bidder/Partner should submit undertaking that there is not any ongoing or past, arbitration case(s) between 'RailTel or Organizations under Indian Railways' and 'Interested Bidder/Partner' on the last date of submission of EOI.	Undertaking to be submitted
11	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 Ref. No. SIG-WS-CONT-	Undertaking to be submitted

	AGC-100 published dt. 01/10/2024 floated on www.ireps.gov.in .	
12	Undertaking in the form of Affidavit as mentioned at Appendix-5 shall be submitted by the Bidder/Partner along with Technical bid. Without this the bid will be summarily rejected.	Undertaking Affidavit to be submitted as per Appendix -5
13	The interested Bidder/Partner shall not have a conflict of interest with one or more bidding parties. Participation of interested Bidder/Partner(s) with a conflict-of-interest situation will result in the disqualification of all bids in which it is involved. A Bidder/Partner may be in a conflict of interest with one or more parties if including but not limited to : Have controlling shareholders as his/her family members viz. spouse, son, daughter, father, mother or brother etc. in common or ; 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.	Undertaking to be submitted
14	<p>a) The eligible bidder has to mandatorily provide all Annexures of CoR RFP No.SIG-WS-CONT-AGC-100 published dt. 24.10.2024 and corrigendum(s) thereof.</p> <p>b) Technical Solution, Technical Compliance, MAF from OEMs that shall be quoted in this EOI shall be provided/submitted alongwith EOI response in the name of RailTel Corporation.</p> <p>c) The bidder shall undertake that above documents and all other documents that</p>	Undertaking to be submitted

	shall be required by RailTel for successful participation of the CoR RFP have been provided by the bidder while participation in this EOI.	
15	System Integrator (SI) shall submit Final Make /Model list to RailTel prior to bid submission by RailTel to end customer.	An undertaking in this regard duly signed by Authorized Signatory of SI alongwith EOI proposal alongwith Tentative Make/Model that are complying Technical Specifications of end customer RFP.
16	Integrity Pact	Without Integrity Pact, bid will be summarily rejected. (Annexure-10)

Note: -

a) Joint Venture/Consortium is not allowed.

b) Documentary proof to be submitted along with the bid. The Bidder/Partner must attach valid documents in support to their Technical and Financial capabilities/strength, as mentioned above. Without proper supporting documents, the Bid proposals are liable to be rejected.

c) A bid submitted by a Bidder who has acquired a Company/Division of a company shall also be considered for evaluation if the eligibility and technical evaluation criteria is met jointly by the bidder and the Company/Division acquired. In such cases, Business Transfer Agreement (BTA) or Board resolution of both company or valid order of merger & acquisition from ROC and/or Court.

d) Even though the Bidder/Partners meet the above qualifying criteria, they are subject to disqualification if they have:

- i Made misleading or false representations in the forms, statements and attachment submitted in proof of the qualification requirements; and/or
- ii Record of poor performance such as abandoning the works, not properly completing the contract due to Contractor's failure, litigation history, or financial failures etc.

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 4.15.

5. Proposal Preparation and Submission Cost

5.1. All participating Bidders/Partners are required to register in the e-nivida portal (Link is <https://railtel.enivida.com/>).The Bidder/Partner intending to participate in the bidding is required to register in the portal using his/her active personal/official e-mail ID as his/her Login ID and attach his/her valid Digital Signature Certificate (DSC) to his/her unique Login ID. He/ She must submit the relevant information as asked for, about the firm/contractor.

5.2. 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) 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.

9.2. 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

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. Notification of Award:

- 12.1 Subject to this Clause, RailTel will award the Contract to the Bidder/Partner whose bid has been determined to be technically responsive by the evaluation committee and who has offered the lowest evaluated bid price.
- 12.2 In the eventuality of failure on the part of the Successful Bidder/Partner to submit the performance security within the stipulated time, the Bidder/Partner shall be debarred in future from participating in all the Bids from any Government owned agency/corporation/Employer/special purpose vehicle, for three years and will be recommended for blacklisting by the competent Employer.
- 12.3 The Bidder/Partner, whose Bid has been accepted, shall be notified as successful Bidder/Partner by RailTel prior to expiration of the Bid validity period by e-mail /courier. This letter (hereinafter and in the Conditions of Contract called the "**Letter of Intent (LoI)**") will state the sum that RailTel will pay to the Bidder/Partner in consideration of the execution, completion and remedying defects of the Works by the Selected Bidder/Partner as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").
- 12.4 Upon the issue of LOI by RailTel to successful Bidder/Partner, the Performance Security (PBG) will be submitted by the successful bidder/partner within 15 days of LOI date.

- 12.5 A Detailed Project Plan including but not limited to Project Organization, Project Management, Project Risk Management, Key Objectives, Project Delivery Schedule, Acceptance Test Plans, Communication Structure, Helpdesk Management, Monitoring and Reporting, Roles and Responsibilities, Exit Management Plan, Processes and Tool Sets used for quality assurance, security in accordance with the industry best practices, shall be submitted within 15 days from the date of LOI issued by RailTel for further submission to CoR.
- 12.6 The **Contract Agreement shall be signed between RailTel and the successful Bidder/Partner in the office of the RailTel within 28 days following the issue of the Letter of Intent, on successful submission of Performance Security as mentioned in the EOI Document. This will incorporate all Terms and conditions as signed between CoR and RailTel.**
- 12.7 The notification of award /issue of LOA will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions mentioned in the RFP within 15 days of issue of letter of intent.

13. Payment Terms

- 13.1. **No advance will be given to selected BA/SI if RailTel gets the advance from their end customer. Payment will be on 'back-to-back' basis and shall be released after proper verification and log reports as per CoR RFP No.SIG-WS-CONT-AGC-100 published dt. 24.10.2024 and corrigendum(s) issued thereof.**
- 13.2. **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 selected Bidder/Partner's invoices as per actual deduction done by CoR on RailTel's invoices, subject to deduction / penalty is due to deviation in terms and conditions of service standards by the selected Bidder/Partner.**
- 13.3. Documents list required at the time of payment/invoice submission by selected Bidder/Partner 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/Partner/vendor against invoices raised by RailTel for such services.
- iii Submission/Declaration of applicable BG amount against PO issued to selected Bidder/Partner/vendor.
- iv Original Tax Invoice for the period claimed.
- v TDS declaration.
- vi Photocopy of all documents submitted by RailTel along with their invoice to customer.
- vii Bill Passing Authority shall be GM/Mktg and Bill Paying Authority shall be JGM/Finance

14. Performance Bank Guarantee (PBG)

- 14.1 In case of successful participation by RailTel in the pertinent CoR's tender and subsequent engagements with CSP, The CSP shall at its own expense, deposit with RailTel, within fifteen (15) 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 Nationalized/ Commercial Scheduled Indian Bank as per the format Annexure 05 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 Total Contract Value in accordance with the Conditions of Contract. 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 Rs. 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.
- 14.2 The PBG should have validity for a period of 90 days beyond the date of validity of the contract. 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.
- 14.3 RailTel shall also be entitled to make recoveries from the CSP's bills, PBGor from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.
- 14.4 If the service period gets extended by virtue of extension of same by CoR, PBG should also be extended accordingly.

- 14.5 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. 14.1. to Clause No. 14.4. are to be followed by the CSP.
- 14.6 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.
- 14.7 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 favouring RailTel Corporation of India Limited. No Indemnity Bond in lieu of such PBG will be accepted by RailTel.
- 14.8 Failure of the successful Bidder to comply with the requirement of the above Clause shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD. Penal interest of 15% per annum shall be applicable after 30 days of non-submission of PBG from the date of LOI/LOA/PO.
- 14.9 **If, CoR ask for submission for value more than 5%, same also needs to be submitted by the selected BA.**

15. Details of Commercial Bid / Financial Bid

- 15.1** Successful bidder/Partner which shall emerge L-1 or lowest bidder shall be called "Commercially Suitable Partner" (CSP).
- 15.2** Interested partner should submit commercial bid strictly as per the format mentioned in the EOI.
- 15.3** The commercial bid should clearly bring out the cost of the services with detailed break-up of taxes.
- 15.4** The rates mentioned in the commercial bid of the CSP will form basis of commercial transaction between RailTel and Bidder/Partner.
- 15.5** The quantity of 'Line Items' may vary at the time of placing of Purchase Order or during 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.
- 15.6** 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. Per Unit Rate inclusive of Taxes shall be taken for such reference.

- 15.7** 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.
- 15.8** In addition to the Payment Terms, all other Contractual Terms will also be on 'back-to-back' basis between RailTel and CSP, same are mentioned in the EOI.
- 15.9** MAF (Manufacturer's Authorisation 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.
- 15.10** The Selected Service Provider shall ensure that the OEMs supply equipment or components including associated accessories and software required and shall support the Selected Service Provider in the installation, commissioning, integration, and maintenance of these components during the entire period of contract. The Selected Service Provider shall ensure that the OEMs supply the software applications and shall support in the installation or deployment, integration, roll-out and maintenance of these applications during the entire period of contract. It must clearly be understood by the Selected Service Provider that warranty and AMC of the system, products and services incorporated as part of system would commence from the day of Go-Live.

16. Duration of the Contract Period

- 16.1** The contract duration shall be same as of CoR's contract duration with RailTel until otherwise terminated earlier. Indicative contract duration is Twelve (24) Months from the date of signing of the contract, unless otherwise terminated earlier, as mentioned in this EOI document and subject to successful participation of RailTel in the pertinent CoR's tender.
- 16.2** 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.

17. Delivery

- 17.1.1. The Service Provider shall bear the cost for packing, transport, insurance, and delivery of all the goods as applicable for this project at all locations identified by the Purchaser.
- 17.1.2. The Goods supplied under this Contract shall conform to the standards mentioned in the RFP, and, when no applicable standard is mentioned, to the authoritative standards; such standard shall be approved by Purchaser.
- 17.1.3. Service Provider shall only procure the hardware and software after approvals from Competent Authority.

18. Project Plan

- 18.1.1. Within 07 (seven) calendar days of effective date of the contract/ notification of Award, Service Provider shall submit to the Purchaser for its approval a detailed Project Plan with details of the project showing the sequence, procedure, and method in which he proposes to carry out the works. The Plan so submitted by Service Provider shall conform to the requirements and timelines specified in the Contract. The Purchaser and Service Provider shall discuss and agree upon the work procedures to be followed for effective execution of the works, which Service Provider intends to deploy and shall be clearly specified. The Project Plan shall include but not limited to project organization, communication structure, proposed staffing, roles and responsibilities, processes and tool sets to be used for quality assurance, security and confidentiality practices in accordance with industry best practices, project plan and delivery schedule in accordance with the Contract. Approval by the Purchaser's Representative of the Project Plan shall not relieve Service Provider of any of his duties or responsibilities under the Contract.

If Service Provider's work plans necessitate a disruption/ shutdown in Purchaser's operation, the plan shall be mutually discussed and developed to keep such disruption/shutdown to the barest unavoidable minimum. Any time and cost arising due to failure of Service Provider to develop/adhere such a work plan shall be to the Service Provider's account.

19. Deliverables and Timelines

Deliverable and Timelines shall be exactly as per CoR RFP No.SIG-WS-CONT-AGC-100 published dt. 24.10.2024.

20. Restrictions on 'Transfer of Agreement'

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.

21. Suspension, Revocation or Termination of Contract / Agreement

21.1 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.

21.2 RailTel may, without prejudice to any other remedy available for the breach of any conditions of agreements, by a written notice of Three (03) 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-motoor 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.

22. Dispute Settlement

- 22.1** 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.
- 22.2** 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.
- 22.3** All arbitration proceedings shall be conducted in English.

23. Governing Laws

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.

24. Statutory Compliance

- 24.1 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.
- 24.2 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 there from and/or related thereto.

25. Intellectual Property Rights

- 25.1** 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.
- 25.2** 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.

26. Severability

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.

27. Force Majeure

27.1 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.

27.2 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.

28. Indemnity

28.1 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.

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

29. Limitation of Liability towards RailTel

29.1 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.

29.2 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.

30. Confidentiality cum Non-disclosure

30.1 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.

30.2 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.

30.3 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.

30.4 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.

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

31. Assignment

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.

32. 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.

33. Exit Management

33.1 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.

- 33.2 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).
- 33.3 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.
- 33.4 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.

34. 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.

35. Changes in Contract Agreement

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.

36. Deviations

The Bidder may submit their deviations to the contents of the RFP document in the format prescribed in Appendix- 8

37. Liquidated Damages

As per RFP No.SIG-WS-CONT-AGC-100 published dt. 24.10.2024

- 37.1.1. CORSIG-WS-CONT-AGC-100 published dt. 24.10.2024 **at actuals**. Purchaser reserves its right to recover these amounts by any mode such as adjusting from any

payments to be made by the Purchaser to the Service Provider. Liquidated damages will be calculated on per week basis.

Time is the essence of the Project and the delivery dates are binding on the Service Provider. In the event of delay or any gross negligence in implementation of the project before Go-Live, for causes solely attributable to the Service Provider, in meeting the deliverables, the Purchaser shall be entitled at its option to recover from the Service Provider as agreed, liquidated damages, as SLA mentioned in CORSIG-WS-CONT-AGC-100 published dt. 24.10.2024 **at actuals**. Purchaser reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by the Purchaser to the Service Provider. Liquidated damages will be calculated on per week basis. Any such recovery or liquidated damages shall not in any way relieve the Service

Provider from any of its obligations to complete the Work or from any other obligations and liabilities under the Contract.

Delay not attributable to the Service Provider will be considered for exclusion for computing liquidated damages. However, the same may be done at the sole discretion of the purchaser

- 37.1.2. In the event of failure by the Successful Service Provider to fulfil the delivery conditions, Purchaser at its discretion may initiate any of the actions as given below:
- a) Additional resources will be requested for speeding up the work.
 - b) Liquidated Damages will be levied.
 - c) Contract with the Successful Service Provider may be terminated as per the Termination clause.
 - d) Any other action as may be deemed fit in the best interest of the Purchaser.

38. SERVICE LEVEL AGREEMENTS (SLAs):

SLAs shall be applicable on back to back basis at actuals as per CoR RFP No.SIG-WS-CONT-AGC-100 published dt. 24.10.2024 and corrigendum(s) issued thereof.

SLA shall become the part of Agreement between RailTel and the Successful Bidder/Partner. SLA defines the terms of the Successful Bidder/Partner's responsibility in ensuring the timely delivery of the deliverables and the correctness of the same based on the agreed Performance Indicators as detailed in this section. The Successful Bidder/Partner shall comply with Service Levels requirements to ensure adherence to project timelines, quality and availability of services. The Successful Bidder/Partner shall provision for Hardware/ Software/ Automated Tools to monitor all the SLAs mentioned in the RFP. Penalties shall not be levied in the following cases:

- a. There is a Force Majeure event effecting the SLA which is beyond the control of the Successful Bidder/Partner.
- b. The non-compliance to the SLA is due to reasons beyond the control of the Bidder/Partner.

Note:

- i. Theft cases by default would not be considered as "beyond the control of Bidder/Partner". However, certain cases, based on circumstances and certain locations, RailTel/ End User Department may agree to qualify as "beyond the control of Bidder/Partner".
- ii. Power shut down (less than 1 hour) would not be considered as "beyond the control of Bidder/Partner".

- iii. Damages due to road accident/ mishap will be considered as “beyond the control of Bidder/Partner”.
- iv. Bidder/Partner is also required to note that in case of SLAs not being made applicable for cases considered as “beyond the control of Bidder/Partners”, the Bidder/Partner would still need to replace the component (if it is not functional as per SLA) within the SLA defined for resolution of Critical level/Medium level/Low level issues. In case the Bidder/Partner doesn't adhere to the Issue Resolution SLA timelines, the original SLA shall be made applicable.

39. Contract/ Quantity Variation Clause:

Within the period of contract, in case the CoR wishes to increase/decrease the scope of work, then same shall be applicable to the CSP or L-1 bidder. The variation in quantities shall be dealt as per the policy of RailTel. The rate for any item beyond the BOQ asked in the CoR RFP and RailTel EOI ,shall be discovered basis the Margin Vis-à-vis Customer PO placed to RailTel. In case CoR wishes to extend the contract with RailTel beyond 3 years period, then RailTel shall approach the CSP or L-1 bidder for negotiation of the rates quoted by Successful bidder/Partner. Post negotiation, Contract may be extended after seeking approval of the Competent authority in RailTel.

Annexure - 01**EOI COVER LETTER***(On Organization Letter Head)*

Bid Ref No. :

Date:

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

Ref : **1. RCIL/NR_RO/EOI/MKTG/EOI_04/2024-25 Dated 08th November 2024**
2. CoR RFP No.SIG-WS-CONT-AGC-100 published dt. 24.10.2024

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 4.17) 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 150 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 of this EOI based customer's requirement.
7. I hereby undertake that there will be no deviation from the Terms and Conditions of EOI.
8. It is undertaken that all contents of the bid & documents submitted are genuine and Bidder/Partner shall be liable for penal action as per Government of India norms, if deviation is found at any stage during the contract.
9. I hereby undertake that SLAs as applicable in CoR tender and PO issued to RailTel by CoR shall be applicable on back to back basis and payments shall be released to our organization after deduction of actual penalties deducted by CoR from RailTel bills submitted to CoR.
10. Within 15 days of receipt of the LOI, the successful Bidder shall sign the Contract and return it to the Purchaser i.e. RailTel.
11. It is undertaken that balance EMD undertaking has been deposited along with EOI Bid Proposal.

Signature of Authorised Signatory

Name

Designation

Annexure - 02

Local Content Compliance

(On Organization Letter Head)

Bid Ref No. :

Date:

To,

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

Ref : 1. **RCIL/NR_RO/EOI/MKTG/EOI_04/2024-25 Dated 08th November 2024**
2. **CoR RFP No.SIG-WS-CONT-AGC-100 published dt. 24.10.2024.**

Dear Sir/Ma'm,

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

Annexure – 03**CHECKLIST OF DOCUMENTS FOR BID SUBMISSION**

Ref : 1. RCIL/NR_RO/EOI/MKTG/EOI_04/2024-25 Dated 08th November 2024
 2. CoR RFP No.SIG-WS-CONT-AGC-100 published dt. 24.10.2024

S. No.	Document
1	EOI Cover Letter (<i>Annexure-01</i>).
2	Local Content Compliance & Percentage Amount (<i>Annexure-02</i>).
3	EMD & Tender Fee submission proof <i>as per EOI document</i> .
4	This EOI copy duly Signed and Stamped by the Authorised Signatory of Bidder/Partner.
5	All Annexures and Appendix(s) as applicable as per EOI No.: RCIL/NR_RO/EOI/MKTG/EOI_04/2024-25 Dated 08th November 2024.
6	Compliance of eligibility criteria related documents as per Clause 4.
7	Technical Solution/Architecture and Any relevant document found suitable by Bidder/Partner as per COR RFP.
8	NDA/NDU, POA, Integrity pact and Affidavit is to be submitted along with Bid by Bidder/Partner. Hard Copy to be submitted alongwith EOI proposal.
9	All Applicable Annexures and Compliance Documents (Technical Compliance) mentioned in CoR RFP No.SIG-WS-CONT-AGC-100 published dt. 24.10.2024 and any corrigendum(s) issued thereof.

Note :

1. The technical bid should have an '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.

Annexure – 04**Commercial Bid***(On Organization Letter Head)*

Bid Ref No. :

Date:

To,

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

Ref : 1. RCIL/NR_RO/EOI/MKTG/EOI_04/2024-25 Dated 08th November 2024

2. CoR RFP No.SIG-WS-CONT-AGC-100 published dt. 24.10.2024.

Financial Bid					
E - Tender Ref. No.:-			RCIL/NR_RO/EOI/MKTG/EOI_04/2024-25 Dated 08th November 2024		
Name of the work:			Design, Manufacturing, Supply, Installation, Testing and Commissioning of New Electronic Interlocking for Customer of RailTel (CoR)		
Name of the Bidder:-					
Sr.No	Description	Estimated cost (in Rs)	Above or Below or at Par	% In Figures	Total Cost
1	2	3	4	5	6
1	RCIL/NR_RO/EOI/MKTG/EOI_04/2024-25 Dated 08th November 2024	440253485	ABOVE/ BELOW		0.00
	Total Amount				0.00
	Total Amount in Word				

(All prices to be inclusive of taxes and in INR only)

Note :

1. All prices should be mentioned in INR (Rs.).
2. The commercial bid should be neatly typed and any cutting, overwriting or manual entry may lead to rejection of bid.
3. The L-1 (CSP) will be decided based on lowest grand total price (Inclusive of All Taxes, Levies etc.).
4. In case of any calculation error, Grand Total Price (Inclusive of All Taxes, Levies etc.) mentioned in words will be considered for further reference purposes.
5. Commercial bid should be submitted online in a separate envelope other than containing technical bid.
6. Item wise value with cost breakup needs to be submitted by the bidder.
7. Negotiation shall be done with L1 bidder so as to submit a competitive bid by RailTel.
8. Quoted prices shall be inclusive of cost of Warranty, Licenses, Insurance, Installation and Commissioning cost along with all required IT and Non-IT accessories, Spares to meet SLAs, Support including but not limited to spares, patches, upgrades for the quoted products shall be available for complete project duration as per the scope mentioned in the RFP and duration of contract agreement.
9. All Other Terms and Conditions as per CoR RFP No.SIG-WS-CONT-AGC-100 published dt. 24.10.2024 and all Corrigendum(s) issued thereof should be followed by the bidder should be followed while submitting their bid in this commercial bid.

Annexure – 05**PROFORMA FOR PERFORMANCE BANK GUARANTEE***(On Stamp Paper of ₹ One Hundred)*

To,

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

Ref : 1. RCIL/NR_RO/EOI/MKTG/EOI_04/2024-25 Dated 08th November 2024

2. CoR RFP No.SIG-WS-CONT-AGC-100 published dt. 24.10.2024.

1. In consideration of the RailTel Corporation of India Limited (CIN : L64202DL2000GOI107905), having its registered office at Plate-A, 6th 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 demand or claim under the Guarantee is made on us in writing on or before (120 Days from Date of Completion). 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 or 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 theDay of 2021for (Name of Bank)

In the presence of Witnesses:

1. Signature With Date

Name
2. Signature With Date

Name

Encl : SFMS PBG Report

Annexure-06:**Non-Disclosure Undertaking (NDU) Format (On Letter Head)****NON-DISCLOSURE UNDERTAKING**

To,
General Manager/Marketing,
RailTel Corporation of India Ltd,
6th Floor, Block-III, DMRC IT Park,
Shastri Park, Delhi-110053.

Ref : **1. RCIL/NR_RO/EOI/MKTG/EOI_04/2024-25 Dated 08th November 2024**
2. CoR RFP No.SIG-WS-CONT-AGC-100 published dt. 24.10.2024.

(Hereinafter referred to as "RailTel" or "Disclosing Party" "Tender Floating Agency")

We, _____(CIN:), a company duly incorporated under the Companies Act, 1956 and having its registered office at _____(hereinafter referred to as the "Bidder/Partner/Receiving Party", which expression shall, unless repugnant to or inconsistent with the context or meaning thereof mean and include its successors and permitted assigns), do here by solemnly declare and state as follows:-

1. We are the Bidder/Partners/Prospective Bidder/Partners for the EOI floated by RailTel for "Provision of second distant Signal on JHS-N-GSU section of Ferozepur Division".
2. We are well aware that the said tender relates to for procurement of services and equipment for defence/high security installations. Hence, being a prospective Bidder/Partner, we agree and acknowledge that it becomes imperative on our part to maintain utmost confidentiality in relation to said tender.
3. We undertake that any information relating to said tender (hereinafter referred to as the Confidential Information) which is or will be disclosed/ divulged by RailTel as a Disclosing Party to us, will be received and treated by us as strictly confidential and we 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.
4. We agree and undertake that we shall use any such information relating to said tender only for the purpose of bidding in the tender and will not use for any other purpose whatsoever.
5. We further undertake that we will disclose such Confidential Information to our employees or Representatives only on a strict "need to know" basis, for the sole purpose of preparation and submission of our Bid subject to such employee or representative being bound by the confidentiality obligation hereunder. We shall be responsible for any breach of the terms of this Undertaking by us or by any of our employees or Representatives.
6. We undertake that we shall exercise no lesser security or degree of care than we apply to our own Confidential Information of an equivalent nature, but in any event not less than the degree of care

which a reasonable person with knowledge of the confidential nature of the information would exercise.

7. We shall ensure that all such Confidential Information is kept safe and secured at all times and is protected from unauthorised access, use, dissemination, copying, theft or leakage.
8. We undertake that we shall at no time, discuss with any person, other than as permitted under this Undertaking, the Confidential Information, or any other matter in connection with, or arising out of, the discussions or negotiations in relation to the Bid Process.
9. Without prejudice to any other rights or remedies that RailTel may have, we agree and acknowledge that in the event of a breach or threatened breach of the provisions of this Undertaking, money or damages may not be an adequate remedy for a breach of any of the provisions of this Undertaking and it is reasonable that the RailTel, in addition to any other relief or remedy that it may have, shall also be entitled to the injunctive relief, specific performance and other equitable relief for any threatened or actual breach of the provisions of this Undertaking.
10. In case any loss or damages are incurred by RailTel owing to any breach or threatened breach by us, we undertake to hold RailTel harmless and indemnify in full to RailTel for any such loss.
11. We hereby represents and warrants that we have the requisite power and authority to execute, deliver and perform its obligations under this Undertaking.
12. The terms and conditions of this Undertaking shall inure to the benefit of and be binding upon the successors and permitted assigns of the Parties. The obligations under this Undertaking shall not be assigned or otherwise transferred in whole or in part by either party without the prior written consent of the other parties.
13. The obligation relating to confidentiality under this undertaking shall survive even after award of the project and successful completion of project.

For and on behalf of Authorised Signatory

Annexure-07:

Non-Disclosure Agreement (NDA) Format

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this "Agreement") is made and entered into on this____day of____, 2021 (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 & Northern Region 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

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 unauthorised 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 contract or 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. UNPULISHED 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.

: By — Name: Title:	RailTel Corporation of India Limited: By — Name: Title:
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Witnesses:

Annexure-08**"FORMAT FOR POWER OF ATTORNEY TO AUTHORIZE SIGNATORY"****Power of Attorney**

(To be executed on non-judicial paper of appropriate value as per Stamp Act relevant to place of execution)

Know all men by these presents, We, _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/ Ms. (name), _____ son/daughter/wife of _____ and presently residing at _____, who is presently employed with us and holding the position of _____, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for the- ****insert name of work**** proposed or being developed by the RailTel Corporation of India Limited (the "Employer") pursuant to the NIT/EOI document no. _____ issued by Employer, including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in Bidder/Partners and other conference and providing information/ responses to the Employer, representing us in all matters before the Employer, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Employer in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us and/or till entering into the Contract Agreement with the Employer.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2022 _____

(Signature, Name, Designation and Address of Person Authorized by Board Resolution (in case of Firm/ Company)/ partner in case of Partnership firm

Witness1: Witness2:

Accepted Notarized

(Signature Name, Designation and Address of Attorney)

Annexure 9**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 New Delhi on this _____ Day of _____ (month) 2024.

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, 6th Floor, Office Block, Tower-2, East Kidwai Nagar, New Delhi India – 110 023 and Northern Regional office at 6th Floor, 3rd Block, Delhi IT Park, Shashtri 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 data centres at Secundrabad and Gurugram. RailTel has created a slew of digital services like cloud, hosting, hosted Video Conferencing service, Aadhar Services, Content delivery platform, WiFias 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" where in 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.

7. TAXES

Parties agrees 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 confirms 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 Limited

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

For XXXX Limited
Authorised Signatory

Name:
Designation:

Name:
Designation:

In Presence of witness:

Signature:

Signature:

Name:

Name:

Address:

Address

Annexure - 10**Integrity Pact**

RailTel Corporation of India Limited, here in after referred to as “The Principal”.

and

.....,here in after referred to as “The Bidder/Contractor”

1. Preamble

The Principal intends toward, under laid down organizational procedures, contract/s forThe 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.

2. Section1-CommitmentsofthePrincipal

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.

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.

3. 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 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.

4. Section3: 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 Section3, 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.

5. Section5: 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 anticorruption 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”.

6. Section6:Equal treatment of all Bidders / Contractors / Subcontractors.

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors assigned 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.

7. Section7:Criminal charges against violation by Bidder(s) / Contractor(s) / Subcontractor(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.

8. Section8: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 processor 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.

9. 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.

10. 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 its 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)

(Office Seal)

(Office Seal)

Place _____

Date _____

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

Annexure-A

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 Photo stat 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 principal 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 Projector 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 an amount sum.

Annexure-B**GUIDELINES ON BANNING OF BUSINESS DEALINGS****CONTENTS**

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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) 'CompetentAuthority'and'AppellateAuthority'shallmeanthefollowing:
 - a) For Company (entire RAILTEL) wide Banning: The Director shall be the'CompetentAuthority'forthepurposeoftheseguidelines.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 their regularities 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 along with 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 off acts;
- 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 through out 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/Contractors, 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.

The following eminent personalities have been appointed as Independent External Monitors(IEMs) by RailTel for effective implementation & monitoring of Integrity Pact:

Name	Contact
Shri. Vinit Kumar Jayaswal	Add: E-34, Brahma Apartments, Plot-7, Sector-7, Dwarka, New Delhi-110075. E-Mail: gkvinit@gmail.com M.No. +91-9871893484
Shri. Punati Sridhar	Add: 8C, Block 4, 14-C Cross, MCHS Colony, HSR 6th Sector, Bangaluru560102. E-Mail: poonatis@gmail.com M.No. +91-9448105097

Date:XX.XX.2024

Annexure - 11

DECLARATION REGARDING NON-BLACKLISTING

(On Organization Letter Head)

Bid Ref No. :

Date:

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

Ref : 1. **RCIL/NR_RO/EOI/MKTG/EOI_04/2024-25 Dated 08th November 2024**
2. **CoR RFP No.SIG-WS-CONT-AGC-100 published dt. 24.10.2024.**

We, Company Name , having its registered office at Address hereby declares that that the Company has not been blacklisted/debarred by any State Government/ Central Government / PSU/ ULBs/ Government organization in India for past 3 Years as on bid submission date, due to corrupt and fraudulent trade practices.

Date and Place

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation:

Bidder's Company Seal:

Appendix1:List of Technical Personnel

(To be on company letter head)

Ref : 1. RCIL/NR_RO/EOI/MKTG/EOI_04/2024-25 Dated 08th November 2024
2. CoR RFP No.SIG-WS-CONT-AGC-100 published dt. 24.10.2024.

Date :

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

SUB: List of Employees on Payroll of Company

Dear Sir,

Having examined the Invitation for EoI document bearing the reference number _____released by your esteemed organization, we, undersigned, hereby declare that we have minimum 10 personnel/employees on payroll of our company.

Authorized Signatory

(Signature)

Name-

Designation-

Company Seal

Appendix2: Declaration for compliance to Rule under 144(xi) of the General Financial Rule (GFRs)2017

(To be on company letterhead)

Ref : 1. RCIL/NR_RO/EOI/MKTG/EOI_04/2024-25 Dated 08th November 2024
2. CoR RFP No.SIG-WS-CONT-AGC-100 published dt. 24.10.2024.

Date :

To,

GM/Mktg.

RailTel Corporation of India
Limited 6th Floor, 3rd Block,
Delhi IT Park Shastri Park,
New Delhi-110053

SUB: Undertaking towards compliance to Rule under 144(xi) of the General Financial

Rule (GFRs) 2017 Dear Sir,

Having examined the Invitation for EoI document bearing the reference number

_____ Released by your esteemed organization, we , undersigned, hereby declare: " I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India I certify that this bidder is not from such a country, or if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered". [Where applicable, evidence of valid registration by the Competent Authority shall be attached]

Certificate for Tenders for Works involving possibility of sub-contracting:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered". [where applicable, evidence of valid registration by the Competent Authority shall be attached] (strike-off whichever is not applicable)

Authorized Signatory(Signature)

Name-

Designation-

Company Seal

Appendix3:Financial Declaration

(To be on company letterhead)

Ref : 1. RCIL/NR_RO/EOI/MKTG/EOI_04/2024-25 Dated 08th November 2024
2. CoR RFP No.SIG-WS-CONT-AGC-100 published dt. 24.10.2024.

Date :

To,

GM/Mktg.

RailTel Corporation of India
Limited 6th Floor, 3rd Block,
Delhi IT Park
ShastriPark,NewDelhi-110053

SUB: Declaration of Turnover and Net worth

Dear Sir,

Having examined the Invitation for EoI document bearing the reference number____
_____released by your esteemed organization, this is to certify
that the Annual financial turnover and Net Worth as per books and records of M/s -----
----- (Name and address of the Bidder) is as follows:

Sr. No.	Year	Annual Turnover (₹ in Crores.)	Profit (₹ in Crores.)
1	2021-22		
2	2022-23		
3	2023-24		

- i. Copy of Turnover Certificate issued by the Chartered Accountant containing UDIN no. issued by ICAI and Audited Balance Sheets must be submitted as proof of the financial turnover.

Authorized Signatory(Signature)

Name-

Designation-

Company Seal

Appendix4: Declaration for Dispute/Arbitration

(To be on company letterhead)

Date :

To,

GM/Mktg.
RailTel Corporation of India Limited 6th Floor,
3rd Block, Delhi IT Park Shastri Park,
New Delhi 110053

SUB: Declaration of No Dispute/ Arbitration

Ref : 1. RCIL/NR_RO/EOI/MKTG/EOI_04/2024-25 Dated 08th November 2024
2. CoR RFP No.SIG-WS-CONT-AGC-100 published dt. 24.10.2024.

Dear Sir,

Having examined the Invitation for EoI document bearing the reference number _____ released by your esteemed organization, undersigned i.e. Authorized Signatory on behalf of _____ (*companyname*) hereby declare that till date no dispute / arbitration / courtcase / legal proceeding are going on upon/with/against RailTel Corporation of India Limited and CoR.

Authorized Signatory(Signature)

Name—

Designation-

Company Seal

Appendix 5

FORMAT FOR AFFIDAVIT TO BE SUBMITTED BY BA/SI ALONGWITH THE
EOI DOCUMENTS

(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/SI)**

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

M/s_____ (hereafter called the BA/SI) for the
purpose of the EOI documents for the work of
_____ as per the EOI No.
RCIL/NR_RO/EOI/MKTG/EOI_04/2024-25 Dated 08th November 2024 of
(RailTel Corporation of India Limited), do hereby solemnly affirm and state on
the behalf of the BA/SI including its constituents as under:

1. I/we the BA/SI (s), am/are signing the document after carefully reading the contents.
2. I/We the BA/SI(s) also accept all the conditions of the EOI and have signed all the pages in confirmation thereof.
3. I/We hereby declare that I/we have downloaded the EOI documents from RailTel website www.railtelindia.com. I/we have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the EOI Document. In case of discrepancy noticed at any stage i.e. evaluation of EOIs, 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 the 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 the process for evaluation of EOIs, 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/SI)**_____ and all my/our constituents understand that my/our offer shall be summarily rejected.

8. I/we also understand the 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, alongwith 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/SI VERIFICATION

I/we above named BA/SI 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/SI

Place:

Dated:

BID SUBMISSION FORM (IN BIDDING ENTITY'S LETTER HEAD)
"APPENDIX - 6"

Ref No.

Date:

To,

GM/Mktg.

RailTel Corporation of India
Limited 6th Floor, 3rd Block, Delhi
IT Park Shastri Park, New Delhi-
110053

Subject: Bid for *insert name of work*

Ref : 1. RCIL/NR_RO/EOI/MKTG/EOI_04/2024-25 Dated 08th November 2024
2. CoR RFP No.SIG-WS-CONT-AGC-100 published dt. 24.10.2024.

We, the undersigned, declare that:

a) We have examined and have no reservations to the Bidding Document, including Addenda

We offer to execute in conformity with the Bidding Document the following Works: -
insert name of work

I/We offer to execute the works described above and remedy any defects therein during the contract period in conformity with the Conditions of Contract, Scope of Work, Technical Specifications, drawings, Bill of Quantities and Addenda for the sum (s) as quoted by me/ us in our Financial Bid.

b) Our Bid shall be valid for a period of 150 days from the date of online submission of bid in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

c) If our Bid is accepted, we commit to submit a Performance Bank Guarantee for an amount of 5 % (Five percent) of the Contract Price valid for the due performance of the Contract i.e. 12 months after Go-Live.

d) We, including the subcontractor or suppliers for any part of the Contract, are/ shall be from India;

e) We are not participating, as Bidder, in more than one Bid in this bidding process, other than alternative offers, if permitted, in the Bidding Document;

f) Our firm/ company/ partner/ director and our sub-contractor has not been blacklisted/ debarred by State Government/ Central Government / PSU/ ULBs/ Government authority in India; g) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed;

- h) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;
- i) We have not paid, or will pay any commissions or gratuities with respect to the bidding process and for execution of the Contract, if awarded;
- j) We declare that we have complied with and shall continue to comply with the provisions of the Code of Integrity including Conflict of Interest as specified for Bidders in this Bidding Document during this procurement process and execution of the Works as per the Contract;
- k) Unless and until a formal agreement is prepared and executed this Bid together with your written acceptance thereof, shall constitute a binding contract between us.

(Signature of authorized signatory of the Bidder)

Name:

Designation:

Seal:

Date:

Place:

Business Address:

Contact Number:

E-Mail Id:

Appendix 7: FORMAT OF BID SECURITY (BANK GUARANTEE)

Ref : 1. RCIL/NR_RO/EOI/MKTG/EOI_04/2024-25 Dated 08th November 2024

2. CoR RFP No.SIG-WS-CONT-AGC-100 published dt. 24.10.2024.

(By any scheduled commercial bank/ Nationalized Bank)

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 _____ 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 _____ 20____.

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 _____

WITNESS _____ SEAL _____

[Signature, name, and address]

* 150 days after the end of the validity period of the Bid.

Appendix- 8 No Deviations Certificate

To,
GM/Mktg.
RailTel Corporation of India
Limited6th Floor, 3rd Block,
Delhi IT Park Shastri Park,
New Delhi-110053

Ref : 1. RCIL/NR_RO/EOI/MKTG/EOI_04/2024-25 Dated 08th November 2024
2. CoR RFP No.SIG-WS-CONT-AGC-100 published dt. 24.10.2024.

Sir,

We are providing the deviations from the requirements of EOI document No RCIL/NR_RO/EOI/MKTG/EOI_04/2024-25 Dated 08th November 2024 & CoR RFP No.SIG-WS-CONT-AGC-100 published dt. 24.10.2024.

These deviations, assumptions and variations are exhaustive. Except these deviations, assumptions and variations, all other Terms and Conditions of the EOI are acceptable to us.

SR. NO	COMPONENT NAME	SPECIFICATION MENTIONED IN TENDER DOCUMENT	DEVIATION

Yours sincerely,
(Signature of the Authorized Representative)

Name
Designation
Seal
Place:
Business Address:

DETAILS OF BIDDER (IN BIDDING ENTITY'S LETTER HEAD)Ref : 1. RCIL/NR_RO/EOI/MKTG/EOI_04/2024-25 Dated 08th November 2024

2. CoR RFP No.SIG-WS-CONT-AGC-100 published dt. 24.10.2024.

Name of Company:	
Company Incorporation Details as per Company's Act 2013:	
Address of the corporate headquarters and its branch office(s), if any, in India:	
Date of incorporation and/or commencement of business:	
Brief description of the company including details of its main lines of business and proposed role and responsibility in this project.	
GST number	
PAN details	
Details of individual (s) who will serve as the point of contact/communication for the Company:	
Name:	
Designation	
Company:	
Address:	
Telephone Number:	
E-Mail Address:	
Fax Number:	
Particulars of the Authorized Signatory of the Bidder:	
Name:	
Designation:	
Address:	
Phone Number:	
Fax Number:	

(Signature of authorized signatory of the Bidder)

Name:

Designation:

Seal:

Date:

Place:

Business Address:

Contact Number:

E-Mail Id:

*******END OF THE DOCUMENT*******

**DYCSTE-C-AGC-S AND T/NORTH CENTRAL RLY
TENDER DOCUMENT**

Tender No: SIG-WS-CONT-AGC-100

Closing Date/Time: 18/11/2024 15:00

DY.CSTE/C/AGRA acting for and on behalf of The President of India invites E-Tenders against Tender No **SIG-WS-CONT-AGC-100** Closing Date/Time 18/11/2024 15:00 Hrs. Bidders will be able to submit their original/revised bids upto closing date and time only. Manual offers are not allowed against this tender, and any such manual offer received shall be ignored.

1. NIT HEADER

Name of Work	Design, Manufacturing, Supply, Installation, Testing and Commissioning of New Electronic Interlocking at Stations and IBS between Agra Fort - Bandikui section in connection with doubling work (150 km) including all Indoor & Outdoor signaling and Telecom work of Agra division of North Central Railway.		
Bidding type	Two Stage Reverse Auction		
Tender Type	Open	Bidding System	Two Packet System
Tender Closing Date Time	18/11/2024 15:00	Date Time Of Uploading Tender	24/10/2024 16:30
Pre-Bid Conference Required	No	Pre-Bid Conference Date Time	Not Applicable
Advertised Value	550316856.15	Tendering Section	AGC/CON
Bidding Style	Single Rate for Each Schedule	Bidding Unit	
Earnest Money (Rs.)	2901600.00	Validity of Offer (Days)	90
Tender Doc. Cost (Rs.)	0.00	Period of Completion	24 Months
Contract Type	Works	Contract Category	Expenditure
Bidding Start Date	04/11/2024	Are Joint Venture (JV) firms allowed to bid	Yes
Ranking Order For Bids	Lowest to Highest	Expenditure Type	Capital (Works)
Auto Elimination rules applicable	Yes	Minimum Decrement (%)	.25
Initial Cooling Off Period (HH:MM)	04:00	Subsequent Cooling Off Period (HH:MM)	00:30

2. SCHEDULE

S.No.	Item Code	Item Qty	Qty Unit	Unit Rate	Basic Value	Escl. (%)	Amount	Bidding Unit
Schedule A-(Supply and Execution of EI items)							221595723.83	Above/ Below/Par
1	Please see Item Breakup for details.				161333718.78	AT Par	161333718.78	
	Description:- Design, Manufacture & Supply of Electronic Interlocking (EI) System (with Cerntralized/Distributed arrangement) as per attached tentative Signal Interlocking Plan in 'Hot Standby architecture' as per RDSO Specification No. RDSO/SPN/192/2019 Ver. 2.0 or latest from RDSO approved source only. EI system shall be provided to operate with dual VDU Control Terminal. It shall mainly consist of: (1) EI Microprocessor Equipments/Electronic PCB cards etc. (2) All type of Interfacing relays, proposed to be wired inside the EI Equipment and Relay room, i.e. Q Series single coil neutral line/special type ACI/non ACI relays etc. In case of OEM specific relays with non-RDSO approved contact configuration, if any, being supplied, the cost of such relays shall be included in the cost of EI (Electronic Interlocking) system. However, the number and type of such relays shall be indicated separately.(All types of outdoor relays like QTA2 etc. relays should not be included as a part of EI breakup). (3) EI Equipment racks and EI Relay racks. Cable termination rack to be supplied separately in Schedule and not as a part of EI breakup.(4) In-built Event logger, Power Supply Equipments (DC-DC Converters shall be provided in N+1 configuration) (5) Indoor cables, Wires, Fuses , Fixtures, Mounting arrangements, Communication arrangements etc. along with all accessories required to make complete EI system functional (6) Surge and lightning protection devices compatible to RDSO standards and as recommended by OEM (7) All the documents as proposed in the para 10.2 of the RDSO spec. RDSO/SPN/192/2019 Ver. 2.0 or latest (8) Operation VDU console (size 55", 4k Resolution), 02 (Two no.). The embedded fan less industrial grade PCs to be supplied as Operation terminals shall comply with the specifications as described in RDSO TAN/3007, Version 1.0, dated 02.11.12 or better. Inspection: By RDSO. However items not covered under RDSO inspection will be inspected by the Representative of Dy.CSTE/C/AGC.							
	2	10.00	Station	629289.28	6292892.80	AT Par	6292892.80	

**DYCSTE-C-AGC-S AND T/NORTH CENTRAL RLY
TENDER DOCUMENT**

Tender No: SIG-WS-CONT-AGC-100

Closing Date/Time: 18/11/2024 15:00

2	Description:- Installation, Wiring, Testing & Commissioning of complete Electronic Interlocking system as per RDSO specification No. RDSO/SPN/ 192/2019 ver. 2.0 or latest with Hot Standby arrangement for functioning of EI system, supplied vide Item No. 1 of Schedule A, including transportation of required materials from consignee's depot to site, erection and grouting of EI Relay Racks, fixing and wiring of all the interfacing relays (Vital & Non-Vital), installation and wiring of Microprocessor equipments, interface equipments, power supply equipments and all other associated accessories to make complete EI system to be functional, FAT and SAT, Technical Advisory Notes (TAN) issued by RDSO time to time on installation practices of EI are to be complied.							
	Please see Item Breakup for details.			21250786.40	AT Par	21250786.40		
3	Description:- Modification/Alteration in existing EI (Electronic Interlocking) as per latest RDSO guidelines/TAN. It includes: Design and modification in existing Interface and Interlocking circuits and logic of EI system including modification in the VDU(Video Display Unit)/ LCP(Local Control panel)/ CCIP (Control cum Indication Panel), Maintenance terminal (MPC), Data Logger, Relay rack wiring. The complete work should comply with the latest RDSO specifications and guidelines and as per approved SIP and circuit diagrams. All the material (Interface cards/relays/wiring material/connectors/fuses/communication devices, EI rack, relay rack etc.) shall be provided by the contractor. The work also includes the supply of modified Selection table, Interface Circuits, VDU/LCP/CCIP diagram etc. to suit the modified SIP. It also includes the carrying out of FAT, SAT (as applicable) jointly with Railways and satisfactory commissioning. All plans/drawings/circuits etc. should be prepared on AUTO CAD, softcopy to be supplied on Pen Drive and 06 sets of hard copies also to be supplied.							
	4	5.00	Per Goomty/IBH/ Auto Hut	3802622.36	19013111.80	AT Par	19013111.80	
4	Description:- Design, Manufacture & Supply of Electronic Interlocking System Complete conforming RDSO Specification No. RDSO/SPN/192/2019 Ver. 2.0 or latest having any of the system architecture as per specification with hot standby processors, with design for functioning of Signallings system of the station as per scope and mainly consisting of Microprocessor Equipment, Interface Equipment, protective devices and output relays driven from EI for various functions, seperate Data Logger with minimum 512 digital & 32 analogue inputs with networking compatibility with other dataloggers, Power Supply Equipment, fixures, Mounting arrangement and Accessories necessary to make EI system functional for the stationas per scope. Datalogger should be as per Specn No. IRSS-99/2006 (Amdt-3) with latest ammendments for monitoring both Digital & Analog inputs with all external relay contact wiring & networking capabilities with separate PC,(24" Monitor) VDU, keyboard, and printer. The optical fibre connectivity with fibre management and diagnostic analysis systems shall be provided to connect EI with SM room PC terminal. DC-DC converters used for EI shall be provided in N+1 conffiguration. For system 'A' & 'B' segregation between the DC-DC converters should be made so that in case of failure only one system is affected. It should also include racks, fixtures, mounting arrangements, lightening arrestor sand accessories necessary to make EI system functional for Intermediate Block Huts. Note:- (i) Inspection: By RDSO. However items not covered under RDSO inspection will be inspected by the Representative of DY.CSTE/C/PRYJ.							
	5	5.00	Per Goomty/IBH/ Auto Hut	594678.37	2973391.85	AT Par	2973391.85	
5	Description:- Installation, Wiring, Testing & Commissioning of complete Electronic Interlocking system asper RDSO specification No.RDSO/SPN/ 192/2019 ver. 2.0 or latest with Hot Stand by arrangement for functioning of EI system, supplied vide Item No.01001 of SOR, including transportation of required materials from consignee's depotto site, erection and grouting of EI Relay Racks, fixing and wiring of all the interfacing relays (Vital &Non-Vital), installation and wiring of Microprocessor equipments, interface equipments, powersupply equipments and all other associated accessories to makecomplete EI system to befunctional, FAT and SAT, TechnicalAdvisory Notes (TAN) issued byRDSO time to time on installationpractices of EI are to be complied.							
	6	16.00	Station	177255.96	2836095.36	AT Par	2836095.36	

**DYCSTE-C-AGC-S AND T/NORTH CENTRAL RLY
TENDER DOCUMENT**

Tender No: SIG-WS-CONT-AGC-100

Closing Date/Time: 18/11/2024 15:00

U	Description:- (a) Design, preparation and supply of the following Technical documents: (i) Installation, Testing, Commissioning and Maintenance manuals (ii) Functioning and System overview manuals (b) Design, preparation and supply of the following completion documents:(i) Application Logic circuits (ii) VDU/CCIP/LCP diagram (iii) Interface Circuit/Wiring diagrams consisting of Relay contact analysis chart, Relay disposition chart, Relay contact to contact wire list chart, LCP/VDU/CCIP cable termination chart, Power supply diagram, Electronic signalling equipment and Power supply layout diagram, Relay rack and Cable termination rack layout diagram, Relay rack and Cable termination rack particulars, Fuse, Resistors, Condensors etc. particulars, Details of Analog and digital inputs to be supplied to Data logger, Block wiring diagram (if applicable), Wiring diagrams for SSDAC or HASSDAC or MSDAC or BPAC (if applicable) (iv) Cable Route plan with overlaid Location Boxes placement (As per NCR HQ Drg. No. TYP/14/0017 issued vide letter no. S&T/NCR/DRG/TYP dtd 29.12.2014)(v) Cable Core plan with overlaid Location box placement (vi) Location huts/Goomties wiring diagrams (if applicable) (vii) Location boxes wiring diagrams (viii) Track circuit bonding plan (ix) Earthing particulars plan (x) Signal Interlocking plan (SIP) (xi) Station working rule diagram (SWRD) (xii) Station working rule (SWR) (xiii) Selection table/ Route control chart All the above completion documents should be supplied as follows: (i) Two sets initially for approval and commencement of work (ii) One set in soft copy (in editable AUTOCAD format) in Pen drive. (iii) One set of Original tracings (iv) Six sets of final 'As Made' completion plans/diagrams in proper bounded form							
7	7	10.00	Numbers	388599.47	3885994.70	AT Par	3885994.70	
	Description:- Supply of embedded fanless PC based Maintenance terminal/Datalogger terminal as per RDSO spec. No. RDSO/SPN/192/2019 Ver. 2.0 or latest & RDSO TAN No. - STS/E/TAN/3007 version 1 dated:02.11.12 . The size of VDU shall be minimum 55 inch, LED 4K resolution. Note: One table of suitable size alongwith revolving chair should be supplied with Maintenance terminal (make Godrej/Methodex or similar of reputed make)							
8	8	10.00	Numbers	97149.87	971498.70	AT Par	971498.70	
	Description:- Installation, wiring, testing and commissioning of embedded fanless PC based Maintenance terminal/Datalogger terminal as per RDSO spec. No. RDSO/SPN/192/2019 Ver. 2.0 or latest & RDSO TAN No. - STS/E/TAN/3007 version 1 dated:02.11.12 supplied vide item no 5 of Schedule A							
9	9	1.00	Numbers	110044.47	110044.47	AT Par	110044.47	
	Description:- Supply of Laptop based work station for data input & configuration, simulation and functional testing diagnostics and trouble shooting and commissioning of SSI system. Screen- min 13 inch, Ram-16 GB i5 processor, 512 GB SSD , Graphics card-NVIDIA GTX 1 650 4gb or better configurator Specification to be approved by JAG/SG before supply of this item.							
10	10	17.00	Lot	172246.41	2928188.97	AT Par	2928188.97	
	Description:- Provision of Ring Earth for EI system, consisting of 06(six) number of maintenance free earths, which includes supply of all components of earthing & bonding system like earth electrode, earth enhancement materials, earth pit, equi-potential earth bus bar, connecting cables and tape/strips and other associated accessories in accordance with RDSO Spec. No.RDSO/SPN/197 Ver.1.0 or latest and provision of earth pits to be connected in a ring to achieve less than 01(One) ohm earth resistance for connecting EI equipments, relay racks, panel , power equipments as per RDSO TAN no. STS/E/TAN/3006 dated 02.11.2012. Diagram of ring earth should be supplied to Railway for approval before execution. All related materials as recommended by RDSO in Spec . No.RDSO/SPN/197 Ver. 1.0 or latest, will be supplied by the contractor.							
S.No.	Item Code	Item Qty	Qty Unit	Unit Rate	Basic Value	Escl. (%)	Amount	Bidding Unit
Schedule B-(SOR items)							267217792.93	Above/ Below/Par
1	1	300.00	Numbers	3804.98	1141494.00	AT Par	1141494.00	
	Description:- Q-Series Track Relay (QTA2 Type), AC immunized, 9 Ohms, 2F/1B along with plug board (base plate), connectors, retaining clips etc and conforming to BRS:939A & 966(Appendix F2) or latest and RDSO Specn.No.IRS:S@ 45"44@ S-23 , S-60 or latest, as applicable.The interlocking code for this unit shall be "FGHKX".							
2	2	80.00	Numbers	8026.84	642147.20	AT Par	642147.20	
	Description:- Supply of Key Lock Checking Relay (KLCR) working on 24V DC, AC Immunized, metal to metal, with different ward combinations and contact configuration 4F/4B with 2 extra ward plates, RDSO spec no. RDSO/SPN/219/2016 Ver 1.0 with Amendment-1 or latest.							
3	3	26.00	Numbers	2459.11	63936.86	AT Par	63936.86	
	Description:- Supply and Installation of Glass fronted Key box for Crank handle etc. it should be done as per site supervisor instructions.							
4	4	5000.00	Metre	47.97	239850.00	AT Par	239850.00	
	Description:- Supply of 1 x 6 Sq mm (Red/Black/Green) multi strand copper power wire , 85 conductor each dia 0.30 +/- 0.01 with insulation thickness of 0.8 mm and nominal conductor resistance of 3.3 ohms/km and test parameters as per RDSO Specn.No.IRS:S-76/89 (Amnd.3) or latest.Colour of the wire will be specified by the Engineer incharge.							

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5	5	5000.00	Metre	125.58	627900.00	AT Par	627900.00	
	Description:- Supply of 1 x 10 Sqmm (Red/Black/Green) multi strand copper power wire, 101 conductor each dia 0.45 +/- 0.01 with insulation thickness of 1.2 mm and nominal conductor resistance of 1.127 ohms/km and test parameters as per RDSO Specn.No.IRS:S-76/89(Amnd.3) or latest.Colour of the wire which is required will be specified by the Engineer incharge.							
6	6	4000.00	Metre	147.77	591080.00	AT Par	591080.00	
	Description:- Supply of 1 x 16 Sqmm (Red/Black/Green) multi strand copper power wire as per IS: 2465/1984 and IS:694:2010 or latest, 101 conductor each dia 0.45 +/- 0.01 with insulation thickness of 1.2 mm and nominal conductor resistance of 1.127 ohms/km and test parameters as per RDSO Specn.No.IRS:S-76/89(Amnd.3) or latest. Colour of the wire which is required will be specified by the Engineer incharge.							
7	7	64.00	Numbers	48325.51	3092832.64	AT Par	3092832.64	
	Description:- Supply and installation of Cable Termination(CT) rack as per drawing of NC Railway, complete along with fitting arrangements, wall supports, scaffolding and suitable grouting arrangements and also with arrangement for fixing four 8-way terminal strips/ Screw less terminals/ ARA terminals. The CT rack shall be covered with hylum sheet of minimum 10 mm thickness for fixing of 8-way terminal strips/ Screw less terminals/ ARA terminals. Supply of 8 way terminal strips/ Screw less terminals / ARA terminals not covered under this item. Cable termination rack shall be corrosive resistant and powder coated.							
8	8	2000.00	Set	2248.17	4496340.00	AT Par	4496340.00	
	Description:- Supply of Fuse auto changeover system for Railway Signaling System as per RDSO/SPN/209/2012 Rev.2 or latest for Relay room fuses up to 10 Ampere capacity for 12V/24V/60V/110V DC and 110V AC systems. The units shall be mounted on DIN rail in adequate size enclosure as per instructions of Railway site engineer. Two no. of NO+NC contacts shall be provided for remote monitoring. The changeover time shall be less than 1 msec. The audio visual alarm for main and standby fuses shall be provided. One set means set of each fuse.							
9	9	140.00	Set	363.84	50937.60	AT Par	50937.60	
	Description:- Supply of stretcher bar insulation complete set consisting of the following:- Plate-T-10367-1 No., Bush T- 10368- 3 Nos. and washer-T- 10371 -6 Nos.							
10	10	140.00	Set	462.11	64695.40	AT Par	64695.40	
	Description:- Supply of IRS Type point machine 'D'/P' bracket insulation complete set consisting of the following:- Plate LH - S-3266-1 No, RH - S-3265-1 No., Plate S-8804- 1 No., Bush - S- 3199 - 4 Nos, Bush S-8813- 2 Nos.							
11	11	140.00	Set	364.27	50997.80	AT Par	50997.80	
	Description:- Supply of gauge tie plate insulation complete set each set consisting plate T-10372 = 1No., Bush T-10368=3 Nos. and washer - T-10371 = 6 Nos.							
12	12	140.00	Set	14771.08	2067951.20	AT Par	2067951.20	
	Description:- Fabrication and supply of point rodding (Ground Connection) set for electric point machine (RDSO Type) as per RDSO Drg. No.SA-8800-01, 20-21, 9151-52,9000-01,03-04,9065-66,9101, as applicable.							
13	13	1050.00	Numbers	5339.82	5606811.00	AT Par	5606811.00	
	Description:- Supply of Track Lead Junction Box(TLJB), 4 way, 250 mm x 255 mm x120 mm made from FRP, as per Drg.No. 20101/M(IRS) or latest, including brass bolts and hylam board sheet with terminals etc. The FRP material shall be as per RDSO spec. RDSO/SPN/151/1997 or latest.The technical specifications are as follows: (a) TLJB complete with cover to be in black/red/grey with all the holes required for mounting on FRP stump (vertical two for each FRP angle) HDPE pipe , cable etc. (b) Each TLJB shall have two bakellite terminal block fitted horizontally, each bakellite terminal block shall have two nickel chrome plate with brass terminal. Alongwith each TLJB , nickel chrome plated brass links(two nos.of adequate strength for vertical linking of the terminals to be supplied. (c) HDPE pipe alongwith two nuts for fixing on the TLJB hole . (d) The FRP stump for mounting the TLJB							
14	14	300.00	Numbers	2280.82	684246.00	AT Par	684246.00	
	Description:- Supply of Adjustable Track Feed Resistance 30 Ohms (Disc Type), Phenolic moulded base, as per RDSO Drg. No.SA-20161-66/M or latest							
15	15	300.00	Numbers	5903.25	1770975.00	AT Par	1770975.00	
	Description:- Supply of Track feed Battery Charger as per RDSO Specn. No.IRS: S-89/2013 Ver.1.0 or latest. Charging capacity rating should be suitable for charging 80 AH Battery.							
16	16	600.00	Numbers	5911.82	3547092.00	AT Par	3547092.00	
	Description:- Supply of B Type Choke as per RDSO Specn.No.IRS:S-65/83 (Amnd. 3) or latest.							
17	17	60.00	Numbers	355.74	21344.40	AT Par	21344.40	
	Description:- Supply of Hydrometer, Exide make or similar for measuring specific gravity of Battery Graded acid with mounting stand in location Boxes.							
18	18	900.00	Numbers	3111.75	2800575.00	AT Par	2800575.00	

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19	Description:- Supply of uncharged Low Maintenance Lead Acid (LMLA) secondary cell, 2V, 80 AH, in dry condition, shelf mounting type, conforming to RDSO Specn.No.IRS:S-88/2004 or latest, with inter cell connectors, nuts and bolts, washers, microporous vent plug, float etc.						
	19	300.00	Numbers	3731.76	1119528.00	AT Par	1119528.00
20	Description:- Supply, installation, testing and commissioning of Track Feed battery charger alarm system as per RDSO spec. IRS: S-89/2013 Ver.1.0 or latest, to work on 110 V AC system, having terminals for connecting all 3 supplies and indications for mains and charger failure and drive potential free contacts all with contractor's own material.(per track)						
	20	138.00	Per Detection Point (DP)	354930.63	48980426.94	AT Par	48980426.94
21	Description:- "Multi section Digital Axle Counter (MSDAC) supply, design, installation, testing and commissioning of multi section digital axle counter (MSDAC) complete system as per RDSO Specification No.RDSO/SPN/176/2013 version 3 with Latest amendments or latest. Suitable for commissioning of yard/Auto Section / dual detection (DCTC AFTC with MSDAC) . MSDAC should have facility to reset track sections. Design of axle counter circuit indoor installation testing and commissioning of multi section digital axle counter (per unit), supply of essential 10% spares covering all types types of cards, wheel sensors for MSDAC . Supply of Diagnostic system for Remote diagnostics Tool set for wheel sensor mounting and maintenance of MSDAC consisting of torque wrench, ratchet, testing plate, measuring tape, screw driver, gloves and multimeter fluke 115 (1 Nos. per 14 DP). " NOTE- 1.If any housing is required to keep outdoor equipment, it has to be supplied with the equipment with no extra cost. 2. Maintenance free earthing (supply and installation) for track device/mushroom housing etc to be done by the contractor if required by system design. No extra cost/ payment will be made by the Railway: 3. Automatic resetting facilities through hardware /software for auto resetting to be provided by contractor by his own materials for this no extra cost /payment will be made by Railways. 4. MSDAC system networking to be done with central: control room. Required hardware PCI network equipment to be provided by the contractor, no extra cost /payment will be made for this by Railway. Point EI Channel/media will be provided by Railway for this purpose from nearest Railway station. 5. All other Hardware like TPR, Extra card to make dual DP, Modem, ethernet switches etc if required for commissioning and final track section pick up will be supplied by contractor, no extra payment will be made by this Railway. 6 Separate evaluator for UP and Down line to be provided at Station/RH as (decided by Railway site engineer. Any other Networking equipment required will be supplied by contractor at no extra cost. 7. Manual resetting through reset box at if station to be provided as per requirement. (material to be supplied as per approved SIP. 8. Minimum one evaluator/Cubicle/cabinet is required at each station) 9. for IBS 1 set = 8 DP/6 Track section toatal 12 sets are required. 9. way side station MSDAC will be provided in siding only in single detection						
	21	220.00	Numbers	25285.20	5562744.00	AT Par	5562744.00
22	Description:- Supply of Colour Light Signal Post, Tubular Mild steel, 4.5 m length, 140 mm Dia, as per RDSO spec. No. IRS: S-6/81 or latest and Supply of cast iron Main signal surface base (As per RDSO Drg. No. 2011/M or latest), with CLS ladder assembly suitable for colour light signal 4.5 m long, as per RDSO drg. No. SA 23153 and signal front staging complete assembly and complete signal back staging for CLS unit.						
	22	40.00	Numbers	4080.74	163229.60	AT Par	163229.60
23	Description:- Supply of Position Light Shunt Signal Unit Complete,Metallic, Independent type, along with base and post, hood, Cover etc as per Drg. No. SA-23840 (Adv.) suitable for LED Signal Lighting Unit.(Supply of LED Unit is not covered in this item)						
	23	60.00	Numbers	8856.29	531377.40	AT Par	531377.40
24	Description:- Supply of Position Light Shunt Signal Unit Complete, Metallic, Post type, along with Offset bracket, Hood, Cover, mounting socket etc as per Drg. No. SA-23840 (Adv.) or latest, suitable for LED Signal Lighting Unit.(Supply of LED Unit is not covered in this item)						
	24	40.00	Numbers	1207.14	48285.60	AT Par	48285.60
25	Description:- Supply of Offset brackets for Main Signal, made of Mild Steel, outer diameter 140 mm (5.5 inch), thickness of pipe 4.5 mm with fixing arrangement on Main Signal post as per Drawing No SA-23080/Adv.along with fixing U bolts, nut and clamps.						
	25	365.00	Numbers	744.84	271866.60	AT Par	271866.60
26	Description:- Supply, fabrication and fixing of Retro-reflective Signal number plates as per NCR drg. No. TYP/14/0014 dtd 28.11.2014 issued vide NCR letter no. S&T/NCR/DRG/TYP dated 28.11.2014,on signal post with contractor's own material like clamp, U bolts, nuts etc.						
	26	120.00	Numbers	887.77	106532.40	AT Par	106532.40
27	Description:- Supply, fabrication and fixing of retro-reflective marker/boards/plates as per the following: 'P'marker-Non illuminated as per Drg. no.SA-23456 (Adv)/'AG' marker-Non illuminated as per Drg. no.SA-23459-60 (Adv)/ 'A' marker - Illuminated as per Drg. no.SA-23461(Adv)/ 'G' marker -Non illuminated as per Drg. no.SA-23477(Adv) or as applicable and provided by Railways.						
	27	30.00	Numbers	8112.48	243374.40	AT Par	243374.40

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			Description:- Supply, fabrication and fixing of the Calling On board/BSLB board as per RDSO Drg. no. SA 2373 (Adv)/Stop/Warning board as per drg. no SA-2380 (Adv), or as applicable, on concrete foundation and painting with Retro reflective paint. All work to be carried out as per Railway site engineer instructions				
28	28	300.00	Numbers	460.52	138156.00	AT Par	138156.00
			Description:- Supply of hand cuff lock (Universal pipe lock) of reputed make with key and as approved by site engineer.				
29	29	110.00	Numbers	31322.35	3445458.50	AT Par	3445458.50
			Description:- Supply of Non Metallic (FRP) colour light signal housing multi unit type for railway signaling suitable for RE area TWO Aspects, complete without lenses, lamps and signal transformer as per RDSO Drg. No. SA 23003 A/M (Adv.) and as per RDSO spec. No. RDSO/SPN/194/2006 (Rev 2.0) or latest and FRP material as per RDSO SPEC. No. RDSO/SPN/151/1997 or latest.				
30	30	80.00	Numbers	35753.65	2860292.00	AT Par	2860292.00
			Description:- Supply of Non Metallic (FRP) colour light signal housing multi unit type for railway signaling suitable for RE area THREE Aspects, complete without lenses, lamps and signal transformer as per RDSO DRG. No. SA 23002 A/M (Adv.) and as per RDSO spec. No. RDSO/SPN/194/2006 (Rev 2.0) or latest and FRP material as per RDSO SPEC. No. RDSO/SPN/151/1997 or latest.				
31	31	30.00	Numbers	42250.07	1267502.10	AT Par	1267502.10
			Description:- Supply of Non Metallic (FRP) colour light signal housing multi unit type for railway signalling suitable for RE area FOUR Aspects, complete without lenses, lamps and signal transformer as per RDSO Drg. No. SA 23001 A/M (Adv.) and as per RDSO spec. No. RDSO/SPN/194/2006 (Rev 2.0) or latest and FRP material as per RDSO SPEC. No. RDSO/SPN/151/1997 or latest.				
32	32	32.00	Numbers	54127.25	1732072.00	AT Par	1732072.00
			Description:- Supply of Junction route indicator unit 2 way, made of FRP, (Without Lenses & Holder) as per Drg. No. SA 23401-06 (Adv.) (as applicable) suitable for LED Signal Lighting Unit and as per RDSO spec. IRS: S-66/84 Amd.-1 or latest and RDSO/SPN/194/2006 Rev.2 or latest.(Supply of LED Unit is not covered in this item)				
33	33	8.00	Numbers	49751.27	398010.16	AT Par	398010.16
			Description:- Supply of Junction route indicator unit 4 way, made of FRP, (Without Lenses & Holder) as per Drg. No. SA 23401-06 (Adv.) (as applicable) suitable for LED Signal Lighting Unit and as per RDSO spec. IRS: S-66/84 Amd.-1 or latest and RDSO/SPN/194/2006 Rev.2 or latest.(Supply of LED Unit is not covered in this item)				
34	34	30.00	Numbers	11667.37	350021.10	AT Par	350021.10
			Description:- Supply of Calling ON Signal Unit, non metallic, with Brackets, clamps and fixing accessories, suitable to LED signal lighting unit and as per RDSO spec. RDSO/SPN/194/2006 (Rev. 2.0) or latest. The FRP material shall conform to RDSO/SPN/151/1997 or latest. Calling On Signal Unit shall conform to RDSO Drg no SA-24351(Adv) Alt1 or latest without lamp, lamp holder and lens.				
35	35	20.00	Numbers	3513.52	70270.40	AT Par	70270.40
			Description:- Supply and fixing of protective screen of expanded metal 12 SWG of size 1200 x 1500 mm on signals as per std. practice in RE Area and earthing the screen with MS flat of 2"x 1/4"using GI nut bolts and washer.				
36	36	450.00	Numbers	27512.34	12380553.00	AT Par	12380553.00
			Description:- Supply of Apparatus Case/Location Box Full as per RDSO drg. no. RDSO/S-11500 or latest, with 'E' type lock and key ward no. 42, . The key and handle should be supplied at the rate of one no. per four Apparatus cases. The 'E' type key lock is as per RDSO Spec. IRS:S-30/64 or latest, RDSO drg. no.SA 3376/M or latest and Key is as per Drg. No. 3377/M or latest.Note: This item includes the supply of 2 Nos E Type Lock fitted on both doors, along with two Keys				
37	37	250.00	Numbers	19913.76	4978440.00	AT Par	4978440.00
			Description:- Supply of Apparatus Case/Location Box Half as per RDSO drg. no. RDSO/S-11507 or latest, with 'E' type lock and key ward no. 42, . The key and handle should be supplied at the rate of one no. per four Apparatus cases. The 'E' type key lock is as per RDSO drg. no.SA 3376/M or latest and Key is as per Drg. No. 3377/M or latest.Note: This item includes the supply of 2 Nos E Type Lock fitted on both doors, along with two Keys.				
38	38	300.00	Numbers	5756.14	1726842.00	AT Par	1726842.00
			Description:- Supply of phenolic laminated Sheet, resin bonded, grade P3 in standard size of 1220 X 1220 x 10 mm as per spec. No. IS 2036 of 1995 or latest. Test report of manufacture to be supplied.				
39	39	450.00	Numbers	4478.48	2015316.00	AT Par	2015316.00
			Description:- Fabrication and fixing of phenolic laminated sheet of grade P3, minimum 10 mm thick,as per Apparatus case diagram/plan, in location box by providing all fixtures like ARA/Disconnect terminals, fuse blocks, fuses, relays on square bars etc. including fixing of PVC coated string rods at the back side for cable support with contractor's own material like iron angle, nuts, bolts etc. The iron angle for fixing shall be minimum 3 mm thick. This also includes fixing of teak wood shelf minimum 25 mm thick for holding track circuit equipments. The work shall be done as per instructions of Rly engineer at site. (Apparatus case Full)				

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40	40	250.00	Numbers	2429.29	607322.50	AT Par	607322.50	
	Description:- Fabrication and fixing of phenolic laminated sheet of grade P3, minimum 10 mm thick, as per Apparatus case diagram/plan, in location box by providing all fixtures like ARA/Disconnect terminals, fuse blocks, fuses, relays on square bars etc. including fixing of PVC coated string rods at the back side for cable support with contractor's own material like iron angle, nuts, bolts etc. The iron angle for fixing shall be minimum 3 mm thick. This also includes fixing of teak wood shelf minimum 25 mm thick for holding track circuit equipments. The work shall be done as per instructions of Rly engineer at site. (Apparatus case Half)							
41	41	40000.00	Numbers	119.32	4772800.00	AT Par	4772800.00	
	Description:- Supply of ARA Terminal Block made of PBT as per Drg No SA 23741 alt 3 & spec. No IRS S 75/91 with latest amendments with disconnecting links as per Drg no. RST/11336.							
42	42	20000.00	Numbers	192.81	3856200.00	AT Par	3856200.00	
	Description:- Supply of Disconnect Terminal block for four conductors with screwing cage/clamp type, sliding switch disconnect, as per RDSO spec. RDSO/SPN/189/2004 Ver. 3.0 or latest, for each conductor size up to 2.5 sq. mm, equivalent of M6 terminals. Each terminal block equipped with two markers, on top and bottom, an end plate, two end clamps and adequate length of rails for fitting terminal blocks.							
43	43	2000.00	Metre	991.76	1983520.00	AT Par	1983520.00	
	Description:- Supply of Medium class GI pipes 100 mm dia (4.5 mm thickness) with thread collars as per IS 1239 (Part 1) 2004 or latest with coupling on culverts/bridges, perforated at a distance of 20 cm or less with 10 mm dia hole, or at any other locations as decided by Site Engineer. It includes supply of all material required for fixing arrangement. Contractor will also supply flexible/corrugated HDPE pipe at the end of GI pipe to protect the cables from sharp edges and sudden bends.							
44	44	6100.00	Metre	656.59	4005199.00	AT Par	4005199.00	
	Description:- Supply of Double Walled Corrugated (DWC) Pipe/duct with associated collars etc. as per RDSO Specification No. RDSO/SPN/204/2011 or latest anti-rodent & anti-oxidant and non flame propagating type in 6 meters straight length and of size 120 mm outer dia, & 103.5 mm inner dia. (The manufacturers, suppliers must produce valid IS license and should be certified under ISO 9000 and shall submit copy of certificate). One coupler with suitable rubber O-ring should be supplied with every 6m of pipe length. (The total quantity of above items is equal to no. of pipes supplied.) DWC pipe shall be marked at every 1 mtr length in such a way that manufacturer's name, vendor name and year of manufacture can be easily identified.							
45	45	60.00	Set	17575.69	1054541.40	AT Par	1054541.40	
	Description:- Supply of basic material to construct unit maintenance free earth as per RDSO Specs. No RDSO/SPN/197 Ver. 1.0 or latest to achieve a resistance less than 1 ohm. It consist of following: (a) Copper bonded steel electrode of minimum 3.0 m long, minimum 17.0 mm dia with copper bonding thickness of minimum 250 microns and UL listed and marked = 1 no. (b) Earth enhancement material supplied in sealed bags of minimum 10 kg = 3 nos. (c) Copper strip of 150x25x6 mm, to terminate earth rod = 1 no. (d) Copper strip of 300x25x6 mm (MEEB) = 1 no. (e) Copper strip of 150x25x6mm (SEEB) = 1 no. (ii) Supply of 35 sq. mm multi strand single core PVC insulated copper cable as per IS: 694 for connecting main earth electrode to MEEB in the equipment room in duplicate. (minimum 10 meter) (iii) Supply of 16 sq. mm multi strand single core PVC insulated copper cable as per IS: 694 for connecting MEEB to SEEB and SPD to MEEB (minimum 10 meter) (iv) Supply of 10 sq. mm multi strand single core PVC insulated copper cable as per IS: 694 for connecting various equipments to SEEB (v) Supply of copper lug sleeve for 3/16 cable							
46	46	16.00	Numbers	100285.73	1604571.68	AT Par	1604571.68	
	Description:- Supply, Installation, Testing & Commissioning of Microprocessor based Networkable analog addressable and modular type of fire Alarm Control panel with display with 2 loop expandable up to four loop, power supply and battery back up as per RDSO specification no. RDSO/SPN/217/2021 ver 3.0 or latest, including GSM module-01 No. for sending SMS to configured mobile number and relay module-02 Nos. for connecting to data logger for remote monitoring. The panel should support sufficient devices of both detectors and modules in a single line circuit.							
47	47	180.00	Numbers	3133.49	564028.20	AT Par	564028.20	
	Description:- Supply, Installation, Testing & Commissioning of Addressable heat & smoke Multi sensor (as per RDSO Specification No. RDSO/SPN/217/2021 ver 3.0 or latest.)							
48	48	26.00	Numbers	4303.72	111896.72	AT Par	111896.72	
	Description:- Supply, Installation, Testing & Commissioning of Analogue Addressable & resettable Manual Call Point with inbuilt short circuit fault isolator (as per RDSO Specification No. RDSO/SPN/217/2021 ver 3.0 or latest.)							
49	49	10.00	Numbers	290878.16	2908781.60	AT Par	2908781.60	
	Description:- Supply, Installation, Testing & Commissioning of Aspiration Systems with single pipe slot along with required module and power supply, interfacing module etc. (as per RDSO Specification No. RDSO/SPN/217/2021 ver 3.0 or latest)							
50	50	480.00	Metre	1180.12	566457.60	AT Par	566457.60	

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	Description:- CPVC Pipe and all other associated fittings.(as per RDSO Specification No. RDSO/SPN/217/2021 ver 3.0 or latest.)						
51	51	16.00	Numbers	7748.34	123973.44	AT Par	123973.44
	Description:- Supply,Installation,Testing & Commissioning of Hooter cum Strobe including its control module.(as per RDSO Specification No. RDSO/SPN/217/2021 ver 3.0 or latest.)						
52	52	1200.00	Metre	113.39	136068.00	AT Par	136068.00
	Description:- Supply,Installation,Testing & Commissioning of Fire survival cable 2C X 1.5 Sqmm(unarmored), (as per RDSO Specification No. RDSO/SPN/217/2021 ver 3.0 or latest.)						
53	53	1200.00	Metre	1084.35	1301220.00	AT Par	1301220.00
	Description:- Supply, installation, testing and commissioning analog LHS cable.(as per RDSO Specification No. RDSO/SPN/217/2021 ver 3.0 or latest.)						
54	54	16.00	Numbers	82951.01	1327216.16	AT Par	1327216.16
	Description:- Supply, installation, testing and commissioning of LHS interface module for LHS connectivity to control panel. (as per RDSO Specification No. RDSO/SPN/217/2021 ver 3.0 or latest.)						
55	55	84.00	Numbers	5179.81	435104.04	AT Par	435104.04
	Description:- Supply of CO2 type fire extinguisher capacity 4.5 Kg capacity ISI marked, with all accessories, operating temperature (-30) ° to (50) ° for class 13 B type of fire with 1 mtr. long hose pipe fitted with PVC bend horn, with carrying handle and wall mounting bracket, complete in all respect. It should conform to IS 2878:2004. Extinguisher certificate has to be supplied along with the item.						
56	56	80.00	Numbers	2993.92	239513.60	AT Par	239513.60
	Description:- Supply of Chair, superior quality, size 57D x 58W x 88H and seat height 45 mm, make CH-7(Godrej) or of similar reputed make.						
57	57	50.00	Numbers	12583.91	629195.50	AT Par	629195.50
	Description:- Supply of Office table, laminated top, size minimum 3 ft x 4 ft, make Godrej/Durian/Methodex/President or of similar reputed make.						
58	58	40.00	Numbers	11174.55	446982.00	AT Par	446982.00
	Description:- Supply of Chair model PCH-7001 of Godrej make or of similar reputed make.						
59	59	10.00	Numbers	7088.89	70888.90	AT Par	70888.90
	Description:- Fabrication, supply, instalaltion and fixing of SWRD/cabin diagram on good quality waterproof board of size 1500 mm(min) x 700 mm(min), thickness of board shall be 12 mm (min). The work shall be done as per instructions of Railway site incharge.						
60	60	142.00	Numbers	2009.98	285417.16	AT Par	285417.16
	Description:- Supply of Antistatic mats of size 1 mtr x 0.75 mtr and 3 mm thickness.						
61	61	2000.00	Metre	398.17	796340.00	AT Par	796340.00
	Description:- Supply of 1 x 25 Sqmm (Red/Black/Green) multi strand copper power wire, Colour of the wire which is required will be specified by the Engineer incharge.						
62	62	80.00	Numbers	1501.88	120150.40	AT Par	120150.40
	Description:- Supply of VF Transformers, rack mounting type, 600:470 Ohms as per RDSO Speen.No. IRS: TC-22/76 or latest.						
63	63	30.00	Sqm	2390.00	71700.00	AT Par	71700.00
	Description:- Supply of Aluminium Step ladder of 5 feet height of Bathla make or similar for use in relay room, IBS etc.						
64	64	18.00	Numbers	111652.24	2009740.32	AT Par	2009740.32
	Description:- Supply, Installation and commissioning of active lightning arrestor of Class 'A' for building protection as per standard NFC-17-102 :2011 or latest. It shall work on early streamer emission principle. It shall be made of stainless steel with an opearting time of 60 microsecond or less. A non-resettable counter shall be provided to count the number of lightning occurences. The device shall be installed on top of the building on a GI mast and shall be connected to the earth pit through a copper tape of 25mm x 2mm or better. The copper tape shall not touch the building throughout and shall be connected to the earth electrode by exothermic welding.						
65	65	32.00	Numbers	2212.41	70797.12	AT Par	70797.12
	Description:- Supply and installation of 20 pair CT box with disconnection facility, made of FRP.						
66	66	2000.00	Set	159.77	319540.00	AT Par	319540.00
	Description:- Installation wiring testing and commissioning of Fuse auto change over system. This includes provision of common Buzzer & indication at ASM Room & ESM Duty Room and painting of fuse details. This also includes fabrication of frame for installation of FACS at Station/ LC gate where installation of relay racks not feasible. One set means set of each fuse..						
	67	140.00	Numbers	14054.20	1967588.00	AT Par	1967588.00

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67	Description:- Fixing, wiring, testing and commissioning of Electrical Point Machine on the Wooden/PRC sleepers at points as per standard practice and as per section of rails used. Item includes fixing switch extension bracket, providing insulation for switch extension bracket, fixing ground connection, adjusting opening of the switches and adjusting the point machine with crank handle. The item also includes : (i) Complete material for installation like ground-connections, switch extension brackets, point insulation material, I pipes, wiring materials, various fixing nuts & bolts including castle nuts, spring washers (ii) All smithy & fitting works required at site for complete installation. (iii) Installation of gauge tie plate & providing insulation for gauge tie plate (Insulation in William Stretcher Bar will be provided by Railways). (iv) Wiring inside the point machine, insertion and termination of tail cable in point machine and junction boxes / location box /cable hut as per extent practice on NCR and the instruction of Railway Engineer at site. (v) Supply and fixing of bend pipes with welded frame for cable entry to machine (vi) Supply and filling of industrial grade/good quality lubricant/grease/oil for smooth operation of point machine Note ; The ground connections shall be suitable to the Point Machines as specified by Engineer-in-charge and shall be suitable to the point lay out i.e. 60 Kg. / 52 Kg / 90R as per yard layout. Electrical Point Machine and M-6 / Screw less terminals will be supplied by Railways / covered in Schedule separately						
68	68	160.00	Numbers	7618.48	1218956.80	AT Par	1218956.80
	Description:- Installation of DC track circuits (Straight Portion) including supply of materials as per directive of site Engineer. NOTE : (i) This includes drilling 9/32" holes on rails, provision of double continuity GI wire bonding, provision of Block Joints 60 Kg/52 Kg/90R with machined fish plates, installation of Track lead junction box (separately for (+) and (-) rails), provision of track lead jumper wires/cables, fixing of track circuit equipment i.e. track charger, resistance, fuses, batteries, chokes, relays, anti-titling arrangement and painting, lettering and numbering of DC track circuit equipments etc., (ii) [a] Un-machined fish plates shall be supplied by the Railway's, but machining of fish plates shall be done by the Tenderer. In case of provision of Glued Joints by Engineering Department in lieu of RDSO Block joint, the cost of machining of fish plates@ 100/- per straight track circuit and @ 500/- per point zone track circuit will be deducted. [b] This includes insulation of gauge tie plates, Crossing plates, rod in siding points if required or any other place as instructed by Railway Site Engineer, by Tenderer's insulation materials. Railway will supply Track Charger, B-type choke, Resistance, Un-charged battery, TLJB and relays through a separate schedule/from the stores of railway consignee. These are to be transported to site of work at contractor's cost. Tenderer/Contractor shall supply any other materials that are required for the work.						
69	69	140.00	Numbers	11972.13	1676098.20	AT Par	1676098.20
	Description:- Installation of DC track circuits (Point zone) including supply of materials as per directive of site Engineer. NOTE : (i) This includes drilling 9/32" holes on rails, provision of double continuity GI wire bonding, provision of Block Joints 60 Kg/52 Kg/90R with machined fish plates, installation of Track lead junction box (separately for (+) and (-) rails), provision of track lead jumper wires/cables, fixing of track circuit equipment i.e. track charger, resistance, fuses, batteries, chokes, relays, anti-titling arrangement and painting, lettering and numbering of DC track circuit equipments etc., (ii) [a] Un-machined fish plates shall be supplied by the Railway's, but machining of fish plates shall be done by the Tenderer. In case of provision of Glued Joints by Engineering Department in lieu of RDSO Block joint, the cost of machining of fish plates@ 100/- per straight track circuit and @ 500/- per point zone track circuit will be deducted. [b] This includes insulation of gauge tie plates, Crossing plates, rod in siding points if required or any other place as instructed by Railway Site Engineer, by Tenderer's insulation materials. Railway will supply Track Charger, B-type choke, Resistance, Un-charged battery, TLJB and relays through a separate schedule/from the stores of railway consignee. These are to be transported to site of work at contractor's cost. Tenderer/Contractor shall supply any other materials that are required for the work.						
70	70	900.00	Numbers	247.27	222543.00	AT Par	222543.00
	Description:- Charging of Lead Acid Batteries, 2V, 80 AH, with contractors own battery grade sulphuric acid and distilled water with minimum two charge - discharge cycles, installation of charged batteries in groups & their connection & wiring. The work shall be done as per the procedure prescribed by the OEM and extant practice of N.C.Rly and instruction of Engineer-in-charge. Detailed measurements of initial charging shall be recorded jointly by contractor & Rly's site-in-charge						
71	71	220.00	Numbers	13512.43	2972734.60	AT Par	2972734.60
	Description:- Casting, concreting and curing of foundation for Main Signal Post in the ratio of 1:3:6 as per NCR drg.No. TYP/013/14/SIG FOUND. dtd 12.11.2014 (total 2 sheets of drawing) issued vide NCR Letter no. S&T/NCR/DRG/TYP dated 13.11.2014, using standard size of foundation/galvanized anchor bolts complete, required for erection of colour light signal post. Anchor bolts complete should comply with the RDSO drg. no. SA 116 A/M. Item includes excavation, ramming of CC using vibrator, curing and plastering with 1:4 cement-sand mixture (aggregate will not exceed 3.8 cm). Aggregate, cement, sand and holding down bolts will be supplied by contractor. Any machines & tools, if required for execution of this item, will be arranged/provided by contractor.						
72	72	40.00	Numbers	3670.33	146813.20	AT Par	146813.20
72							

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	Description:- Casting, concreting and curing of foundation for Position Light Shunt Signal as per Drg.No.NR/S&T/Const/2.2/97 using standard size of foundation/galvanized anchor bolts complete, required for erection of shunt signal post. Anchor bolts complete should comply with the RDSO drg. no. SA 116 A/M. Item includes excavation, ramming of CC using vibrator, curing and plastering with 1:4 cement sand mixture. Aggregate cement, sand and holding down bolts, will be supplied by contractor. Any machines and tools, if required for execution of this item, will be arranged/provided by contractor.							
73	73	220.00	Numbers	5881.42	1293912.40	AT Par	1293912.40	
	Description:- Erection of CLS Post with base and signal unit on top or on Offset Bracket including erection of auxiliary signals like calling on, shunt signal if any. It includes fixing of all LEDs and wiring of complete signal including route and auxilliary signals, if any. It includes fixing of front and back staging, ladder and guards, signal name plates / boards, with contractor's own brackets and fixing materials. The work shall be done as per instructions of Rly engineer at site. It also includes provision & fixing of maintenance platform as per design given by Engineer -In-Charge at site. The Item includes cutting of Signal post if required by Site In charge.							
74	74	40.00	Numbers	951.48	38059.20	AT Par	38059.20	
	Description:- Erection of Position Light Shunt signal with Base, Post, Signal unit, complete fixing of LEDs and wiring of full signal. It includes fixing of Number Plates. The work shall be done as per instructions of Rly engineer at site.							
75	75	40.00	Numbers	1112.51	44500.40	AT Par	44500.40	
	Description:- Fixing of Junction type Route Indicator on top of signal post and complete wiring, 1-Way/2-Way/3-Way/4-Way/5-Way/6-Way/theater type.							
76	76	120.00	Numbers	1529.70	183564.00	AT Par	183564.00	
	Description:- Dismantling and Releasing of existing Signals (both electrical and Mechanical) and other associated S&T fittings like wheel, pulleys, wires, stakes etc. All the released material will be transported to the SSE/Consignee depot.							
77	77	450.00	Numbers	12277.81	5525014.50	AT Par	5525014.50	
	Description:- Excavation, casting, curing of foundation and Installation and Erection of Apparatus case Full (App. Case as per RDSO drg. no. RDSO/S-11500 or latest) with contractor's own frame, cement and other material in the ratio 1:3:6. 'E' type lock to be supplied and installed with App. case.This includes filling of location foundations with river bed sand and plastering on top with a mixture of 1:4 of cement and sand. It covers supply & fixing of lamp holder, switch and lamp etc. in Apparatus Case.							
78	78	250.00	Numbers	10332.22	2583055.00	AT Par	2583055.00	
	Description:- Excavation, casting, curing of foundation and Installation and Erection of Apparatus case Half (App. Case as per RDSO drg. no. RDSO/S-11507 or latest) with contractor's own frame, cement and other material in the ratio 1:3:6.'E' type lock to be supplied and installed with App. case.This includes filling of location foundations with river bed sand and plastering on top with a mixture of 1:4 of cement and sand. It covers supply & fixing of lamp holder, switch and lamp etc. in Apparatus Case.							
79	79	90000.00	Numbers	18.11	1629900.00	AT Par	1629900.00	
	Description:- Fixing of ARA(M-6) Terminals /Screw less connectors / modular disconnect terminal blocks and fuse blocks on phenolic laminated sheets and fixing by stainless steel/brass nuts & bolts. This includes provision of two additional holes on the board on either side for cable conductor entry. The work shall be carried out a per instructions of railway Engineer incharge.(Supply of all above terminals has been covered separately).							
80	80	180000.00	Per Conductor	14.77	2658600.00	AT Par	2658600.00	
	Description:- Termination of Outdoor Cables (Main Cables /tail cables) at ARA/Disconnect type terminals provided in Apparatus Cases, Cable termination rack in relay room, station building, generator room etc. The item includes dressing of cables and wires with dressing threads as per standard practice. All material required for this item will be supplied by contractor. The outdoor cable shall be terminated in Relay Room, DG Room, ASM Room etc under supervision and instructions issued by Engr. incharge of the work.							
81	81	400.00	Numbers	972.08	388832.00	AT Par	388832.00	
	Description:- Dismantling and Releasing of existing Location boxes/Apparatus cases/Jn boxes and other associated S&T fittings. All the released material will be transported to the SSE/Consignee depot.							
82	82	16.00	Station	120659.00	1930544.00	AT Par	1930544.00	
	Description:- Dismantling of all existing indoor electrical and mechanical signalling gears at station, end cabins etc. This includes old signalling equipments such as lever rame, relay racks, SM slide box, IPS, Batteries, block instruments and all such indoor gears. This includes dismantling stacking and accountal of the materials including transportation of all released marerials to tha Ralway store or as instucted by the Railway.							
	83	3000.00	Metre	158.88	476640.00	AT Par	476640.00	

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83	Description:- Cutting of all types of platforms/road crossing and trenching and excavation to a width and depth of 300 mm x 300 mm, laying of DWC/HDPE/GI pipe in the trench and refilling and concreting it afterwards as per original condition. In hard rocky ground area , cables will be laid normally on layer of soft earth of 0.05 mtrs thickness previously deposited at bottom of the trench . The cutting to be filled and finished with cement/concrete, as per the RDSO drawing no.SDO/Cable laying/008, issued vide RDSO document no. RDSO/SI/G/2010 Version 1.1 dated 04.02.2014 or latest.						
84	84	225000.00	Metre	87.77	19748250.00	AT Par	19748250.00
	Description:- Excavation of cable trench as per cable route plan, 1.2 Mtr. deep and of 0.3 Mtr. to 0.6 Mtr. wide at of bottom as per RDSO sketch No. SDO/CABLE LAYING/003, issued vide RDSO document No. RDSO/SIG/2010 ersion .1 dated 04.02.2014 or latest, alongside the track in normal (all type) soil/strata, conforming to distances as per cable route plan and refling and ramming of loose soil. This work includes clearing of route from bushes etc,covering of cable laid in trench by loose soil for of a layer of 50mm thickness approximately before covering by bricks,. The work shall be done as per the extant practice on North Central Railway and instructions of Railway Engineer at site. In case 1.2m depth of trench is not achievable due to site conditions, specific approval of JAG/SG Officer will be required for each site where trench depth of 1.2m is not possible, only after approval of JAG/SG Officer proportionate payment can be done.						
85	85	1250000.00	Metre	6.84	8550000.00	AT Par	8550000.00
	Description:- Laying of S&T Cables of various cores/ pairs/ quads in trenches/ GI pipes/ RCC pipes/ DWC pipes etc. as per the site requirement and as per approved cable route plan. This also includes laying of cables in track crossings & road crossings.(Cables will be meggered before and after its laying by contractor under supervision of Railway Representative and he will submit the meggering report of each testing). Length of the cable laid includes the length of the cable coiled for termination purpose						
86	86	500.00	cum	290.42	145210.00	AT Par	145210.00
	Description:- Cross trench for identification of the route of existing signalling and telecomm cables.						
87	87	6100.00	Metre	1083.29	6608069.00	AT Par	6608069.00
	Description:- Horizontal Boring/Manual moling without damage to surface road /track for laying/insertion of DWC/GI/HDPE pipe. The bore shall be done at the depth of minimum 1400 mm from the ground level. The ground level shall be considered ignoring the bank height of the bank of the road. Note:- DWC/HDPE/GI Pipe Supply is not covered under this item. Contactor shall provide all material required for work and adequate nos. of labours for proper laying of cables into the bore. Cable shall be laid cautiously so that it should not get damage due to rough handling & pressure on cable. Payment of boring shall be made only after DWC/HDPE/GI pipe is laid in the bore.						
88	88	2000.00	Metre	354.30	708600.00	AT Par	708600.00
	Description:- Laying and fixing of Medium class GI pipes 100 mm dia (4.5 mm thickness) as per IS 1239 (Part 1) 2004 or latest with coupling on culverts/bridges, perforated at a distance of 20 cm or less with 10 mm dia hole, or at any other locations as decided by Site Engineer.The GI pipe is to be filled with chattered compound. It includes supply of all material required for fixing arrangement. Contractor will also supply flexible/corrugated HDPE pipe at the end of GI pipe to protect the cables from sharp edges and sudden bends. The laying and fixing to be done as per RDSO drawings no. SDO/cable laying/011 and SDO/cable laying/012, issued vide RDSO document no. RDSO/SI/G/2010 Version 1.1 dated 04.02.2014, or latest						
89	89	800.00	cum	5109.62	4087696.00	AT Par	4087696.00
	Description:- Cement concrete work for miscellaneous, unscheduled items in ratio 1:3:6 of cement, coarse, sand and aggregate Item includes excavation, ramming of CC by using vibrator, curing and plastering with cement and sand mixture in ratio 1:4 (aggregate will not exceed beyond 3.8 cm). The aggregate cement and sand will be supplied by contractor.						
90	90	150000.00	Numbers	4.32	648000.00	AT Par	648000.00
	Description:- Supplying and placing of one layer of quality bricks of standard size and of 'B' grade of the local make and spreading on cables laid.(minimum size of brick 200mm X 100mm X 70mm)Proportionate payment on the basis of volume of bricks can be paid in case the size of the bricks supplied differs slightly from the standard size.						
91	91	10000.00	Kilometre	54.65	546500.00	AT Par	546500.00
	Description:- Loading, Transportation/Carriage and Unloading of various S&T material by a 9 MT truck, from/to the consignee depot to/from various locations, as decided by the Railways.						
92	92	10.00	Numbers	8782.70	87827.00	AT Par	87827.00
	Description:- Dismantling and Releasing of existing Electrically operated LC gate/Mechanically operated LC gate and other associated S&T fittings. All the released material will be transported to the SSE/Consignee depot.						
93	93	450.00	Numbers	681.95	306877.50	AT Par	306877.50
	Description:- Painting of two coats of Enamel paint over one coat of Red Oxide primer after scrapping and cleaning of the surface. Paint to be of reputed make Asian/Dulux/Berger or similar.App. Cases inside and outside to be done by Silver colour. (Apparatus Case Full)						
94	94	250.00	Numbers	620.18	155045.00	AT Par	155045.00

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94	Description:- Painting of two coats of Enamel paint over one coat of Red Oxide primer after scrapping and cleaning of the surface. Paint to be of reputed make Asian/Dulux/Berger or similar.App. Cases inside and outside to be done by Silver colour. (Apparatus Case Half)						
95	95	220.00	Numbers	914.46	201181.20	AT Par	201181.20
	Description:- Painting of two coats of Enamel paint over one coat of Red Oxide primer after scrapping and cleaning of the surface. Paint to be of reputed make Asian/Dulux/Berger or similar. (Main Signal post, base, unit and complete fittings)						
96	96	40.00	Numbers	389.95	15598.00	AT Par	15598.00
	Description:- Painting of two coats of Enamel paint over one coat of Red Oxide primer after scrapping and cleaning of the surface. Paint to be of reputed make Asian/Dulux/Berger or similar. (Shunt Signal post, base, unit and complete fittings)						
97	97	140.00	Numbers	288.51	40391.40	AT Par	40391.40
	Description:- Painting of two coats of Enamel paint over one coat of Red Oxide primer after scrapping and cleaning of the surface. Paint to be of reputed make Asian/Dulux/Berger or similar. (Point machine and ground connections, Point machine by Black enamel and ground connection by Red oxide)						
98	98	3000.00	Numbers	85.58	256740.00	AT Par	256740.00
	Description:- Lettering and Numbering of all S&T gears like Signals, Loc. Boxes, Pt. Machines, TLJBs, Block joints etc. Each item to be taken as one unit.						
99	99	60.00	Set	7276.99	436619.40	AT Par	436619.40
	Description:- Installation of Unit Maintenance Free Earth to achieve a resistance less than 1 ohm as supplied under item no. 13002 of Chapter 13 of SOR. It includes (i) Digging the earth to the required depth. (ii) Insertion of electrode. (iii) Filling of earth enhancing compound (Approx.30 Kg) (iv) Provision of exothermic weld connections to copper tape of 25 mm x 6 mm x 150 mm to the earth electrodes. All material tools and features required for weld will be arranged by contractor. (v) This also includes CC cover 1.5 ft x 1.5 ft. 1 ft wall thickness 2 inch with cover 3 inch thickness. Cables 35 Sq mm/ 16 Sq mm/10 sq mm for connecting earth to busbar, busbar to busbar and busbars to various equipments. Earth electrode of 17.20 mm dia and 3.00 meter long high tensile low carbon steel circular rods molecularly bonded with copper and outer surface (minimum copper bonding thickness of 250 microns to made requirement of under writer's laboratories (UL) 467-2007 or latest. Copper strips of 150 mm x 25 mm x 6 mm to be welded with each earth electrode, copper strips of 300 mm x 25 mm x 6 mm for main equip- potential busbar, copper strips of 150 mm x 25 mm x 6 mm sub equip-potential busbar in relay room, power room and panel room. GI strip 25 mm x 2 mm for ring formation of earth pits Earth enhancement material in bags for each Earth Electrode. Inspection chamber of site 300 mm x 300 mm x 300 mm (Inside dimension) of approximate 50 mm thick with pulling hooks to cover the earth pits. Note: The installation of this item shall be carried out by the contractor as per RDSO Specn.No.RDSO/SPN/ 197 Ver 1.0 or latest. Typical RDSO approved drawings referred in the RDSO specification document are : (i) SDO/RDSO/E&B/001 for typical installation of Earth, (ii) SDO/RDSO/E&B/002 for typical bonding and earthing connections, (iii) SDO/RDSO/E&B/003 for typical arrangement for earth resistance measurements.						
100	100	20.00	Set	1682.87	33657.40	AT Par	33657.40
	Description:- Installation of thermo shrink jointing kit as per RDSO Specn.No. IRS: TC 77-2012 (Rev.3.0) with (Amdt.-1 to 3) or latest, suitable for 6 Quad/jelly filled cables for straight through/derivation joints. It includes supply of all the accessories, without transformer						
101	101	9.00	Set	732954.48	6596590.32	AT Par	6596590.32
	Description:- Supply, Installation, Testing and Commissioning of High Availability Single Section digital axle counter (HASSDAC) with Dual sensor system as per RDSO/ SPN/177/2012 (Version 3) or latest. This includes the supply of High frequency web mounting type Tx coil/Rx coil, VR/PR Box duly wired, Vital relays, PR Relays, Clamp with defl ector plates & hardware, Dual display reset box/monitoring console with auto resetting facility, Surge voltage protection devices and fi lter card to be mounted on DIN rail etc as per OEM for complete installation & testing & commissioning of (HASSDAC) system. Th is include fi xing of track device, relays, wiring, lacing /dressing, cable termination with lug eyelet, drilling holes in rails, Installation of track devices and make it functional along with existing UFSBI/block instrument. Material required other then supply item of HASSDAC shall be arranged by contactor to make it functional. Note: One set of HASSDAC system will include equipment required to monitor One Up line or One Dn line of a full Block Section between two stations.						
102	102	10.00	Numbers	603937.58	6039375.80	AT Par	6039375.80
	Description:- Supply of Micro Processor based Data Logger System with 1024 digital inputs and 64 analog inputs with protocol converter as per RDSO Spec. No. IRS (S) 99/2006 (Amnd. 3) or latest. It includes supply of all the items required for complete indoor relay room wiring from data logger to relay rack tag blocks, drawing/ extension of power supply upto Data Logger. It includes relay room door lock checking arrangement, commercial power supply monitoring arrangement & monitoring of DG sets, ELD, IPS, UFSBI, BI, interlinking and networking of Data logger. Note: Total numbers of relays and other signalling functions/gears required to be wired as per list circulated vide RDSO Letter No. STS/E/Data logger dtd.12.09.2011 or latest guidelines.						
	103	10.00	Numbers	109866.67	1098666.70	AT Par	1098666.70

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103	Description:- Installation, testing and commissioning of Micro Processor based Data Logger System with 1024 digital inputs and 64 analog inputs with protocol converter as per RDSO Spec. No. IRS (S) 99/2006 (Amnd. 3) or latest. It includes supply of all the items required for complete indoor relay room wiring from data logger to relay rack tag blocks, drawing/ extension of power supply upto Data Logger. It includes relay room door lock checking arrangement, commercial power supply monitoring arrangement & monitoring of DG sets, ELD, IPS, UFSBI, BI, interlinking and networking of Data logger. It also includes installation of leased line MODEM and other interfacing cards, if required for networking of Data Logger. Note: Total numbers of relays and other signalling functions/gears required to be wired as per list circulated vide RDSO Letter No. STS/E/Data logger dtd.12.09.2011 or latest guidelines.						
104	104	2.00	Numbers	323899.62	647799.24	AT Par	647799.24
	Description:- Supply of Micro Processor based Data Logger System with 512 digital inputs and 32 analog inputs with protocol converter as per RDSO Spec. No. IRS (S) 99/2006 (Amnd. 3) or latest. It includes supply of all the items required for complete indoor relay room wiring from data logger to relay rack tag blocks, drawing/ extension of power supply upto Data Logger. It includes relay room door lock checking arrangement, commercial power supply monitoring arrangement & monitoring of DG sets, ELD, IPS, UFSBI, BI, interlinking and networking of Data logger. Note: Total numbers of relays and other signalling functions/gears required to be wired as per list circulated vide RDSO Letter No. STS/E/Data logger dtd.12.09.2011 or latest guidelines.						
105	105	2.00	Numbers	66000.00	132000.00	AT Par	132000.00
	Description:- Installation, testing and commissioning of Micro Processor based Data Logger System with 512 digital inputs and 32 analog inputs with protocol converter as per RDSO Spec. No. IRS (S) 99/2006 (Amnd. 3) or latest. It includes supply of all the items required for complete indoor relay room wiring from data logger to relay rack tag blocks, drawing/extension of power supply upto Data Logger. It includes relay room door lock checking arrangement, commercial power supply monitoring arrangement & monitoring of DG sets, ELD , IPS, UFSBI, BI, interlinking and networking of Data logger. It also includes installation of leased line MODEM and other interfacing cards, if required for networking of Data Logger. Note: Total numbers of relays and other signalling functions/gears required to be wired as per list circulated vide RDSO Letter No. STS/E/Data logger dtd.12.09.2011 or latest guidelines.						
106	106	6.00	Numbers	61186.67	367120.02	AT Par	367120.02
	Description:- Supply of Dual card E1 Converter as per RDSO Spec. No. IRS (S) 99/2006 (Amdt. 3) or latest.						
107	107	2.00	Numbers	191940.87	383881.74	AT Par	383881.74
	Description:- Preparation of Station specific Train Arrival and Departure Logics for a six road station or less						
108	108	6.00	Numbers	22963.58	137781.48	AT Par	137781.48
	Description:- Supply of T-Networking Modem for connecting RTU with existing Data logger/ RTU as per RDSO Spec. No. IRS (S) 99/2006 (Amdt. 3) or latest.						
109	109	10.00	Numbers	362897.65	3628976.50	AT Par	3628976.50
	Description:- Supply of Electrically Operated Lifting Barrier complete set suitable for 110V AC/DC supply, without hand generator back up, and motorized boom locking arrangements as per RDSO Spec. SPN/208/2012 Ver. 2.0 or latest. The 02 Nos of Barriers of length 09.76 Mtrs. should be supplied along with stop boards and light. The spares & tool kit mentioned in RDSO Spec. no. RDSO/SPN/208/2012 Ver. 2.0 and Amndt. 1 or latest, clause 10.1 & 10.2 reproduced as below should be supplied along with each full set :- i) GI boom - 1 no. complete. ii) Belt - 1 no. iii) Crank handle - 1 no. iv) Motor Contactor - 1 no. v) Motor protection MCB- 1 no. vi) Push button complete- 2 nos. vii) Limit switch - 3 nos. (1 lever type and 2 top roller type) viii) Fuses used - 2 sets Tool kit consisting of standard sizes of wrinch/ spanner and Allen keys should also be supplied with each set (02 nos.) of Electric Lifting barrier.						
110	110	10.00	Numbers	55688.62	556886.20	AT Par	556886.20
	Description:- Installation, testing and commissioning of electrically operated lifting barrier, complete with casting of cement concrete foundation for pedestal and boom rest post, cabling, power supply connection, earthing of barriers & wiring with complete outdoor work as per approved drawing, wiring etc.						
111	111	10.00	Numbers	189475.96	1894759.60	AT Par	1894759.60
	Description:- Supply, Installation,testing and commissioning of Sliding type mechanical Boom barrier (SBB) assembly, 11 to 12 Meter Long, movement drive mechanism, resetting & supporting stand suitable for Mechanical/Electrical level crossing gate as an emergency arrangements as per GZB Workshop drawing no. SA-SWG/GZB/E/01. The sliding boom assembly should be have the provision of 50mmx50mmx50mm angles for the entire length. Boom rest posts should be 10 no per gate or more as per site requirement. Painting should be completely done of all the assemblies/parts of Sliding LC gate.						
112	112	100.00	Numbers	3524.99	352499.00	AT Par	352499.00
	Description:- Supply of Desk type Electronic Magneto telephone as per spec. No. IRS TC: 79/2000 (Amndt.4) or latest.						

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113	113	18.00	Numbers	175512.86	3159231.48	AT Par	3159231.48	
	Description:- Supply, wiring, installation and commissioning of Earth Leakage Detector (ELD) having 6 digit counter, 12 Channel bus bar, voltage of 110V/60V/24V/12V in AC/DC measurement as per RDSO Spec. RDSO/SPN/256/2002 or latest. This includes supply of fuse terminal strip for incoming power supply wires. Installation to be done on 19 inch sub rack along with insulation resistance meter, remote indication and buzzer in ASM room.							
114	114	6000.00	Numbers	123.20	739200.00	AT Par	739200.00	
	Description:- Supply of Non deteriorating type, Round head type, low voltage cartridge fuse as per Spec No IRS: S -78/92 with latest amendments, 2A/4A/6A/8A/10A/16A rating capacity.							
115	115	1200.00	Numbers	243.66	292392.00	AT Par	292392.00	
	Description:- Supply of Cartridge Fuse block, made of PBT, as per RDSO spec. No. IRS: S-75/2006 (Rev.2) or latest and as per Drawing. No. SA- 23748 (Alt.-4) or latest.							
116	116	2.00	Numbers	17830.68	35661.36	AT Par	35661.36	
	Description:- Supply of Insulation resistance tester, 100 Mega ohms, 500V DC, hand generator type. Make Meco/Motwane/Waco or similar.							
117	117	4714.00	Numbers	2261.95	10662832.30	AT Par	10662832.30	
	Description:- Supply and installation of Electronic Cable Route markers (with RFID) as per TEC Specification no "TEC/GR/TX/TIE- 07/02/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 metres in the trench and at places / corners where the route of cable hanges 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.							
118	118	2.00	Numbers	15692.01	31384.02	AT Par	31384.02	
	Description:- Supply of Insulation resistance tester, 100 Mega ohms, 100V DC, hand generator type. Make Meco/Motwane/Waco or similar.							
119	119	140.00	Numbers	100448.25	14062755.00	AT Par	14062755.00	
	Description:- Supply of Electric Point Machine 143 mm stroke, AC Immunity 160V AC, complete with lock detector and slides for lock detector,Non-trailable,to operate on 110V DC, rotary locking with crank handle universal type as per RDSO Spec. No. IRS:S-24/2002 (Amnd. 1) or latest, RDSO DRG. NO S-10800 (ALT.5) WITH JUNCTION BOX TELESCOPIC. THE MOTOR WILL BE AS PER RDSO SPECN. NO. IRS: S-37/82 (AMND. 3) WITH RDSO DRG. NO. S-10910. This includes supply of Set of tools as per para 20.1 & 20.2 of RDSO SPECN. NO. IRS:S-24/2002 (AMND 1) The following set of tools in a suitable tool box shall be supplied along with every set of eight point machines or less. i). Hand operated square drive socket wrenches of 12.5 mm driving square (short type) as per IS: 7381 for M8, M10, M12 & M18 threads. (One 250 mm long 12.5 mm square extension bar as per IS: 7991 alongwith compatible Tee handle Square drive as per IS: 7975 suitable for above socket wrenches shall also be provided.) ii). Open jaw wrenches (spanners) for M10, M12, M20, M24 & M33 threads as per IS: 2028. iii). Adjustable wrench. iv). Screw driver 300 mm long. 2 junction box and two numbers of telescopic pipes of approved type shall be supplied as an integral part of the point machine.							
120	120	142.00	Numbers	148.10	21030.20	AT Par	21030.20	
	Description:- Installation of Antistatic mats of size 1 meter x 0.75 meter and 3 mm thickness							
121	121	2.00	Metre	523758.24	1047516.48	AT Par	1047516.48	
	Description:- Supply and testing of Integrated cable route tracer and RFID marker locator of reputed make, Stanley/3M or similar. Note: This Marker Locator unit are to be Inspected & supplied together of same make and compatible with Electronic Cable Route markers (with RFID) supplied as Above.							
122	122	5.00	Numbers	246500.00	1232500.00	AT Par	1232500.00	
	Description:- Supply of Micro Processor based Remote Terminal Unit (RTU) with 128 digital input & 16 analog input as per RDSO Spec. No. IRS (S) 99/2006 (Amdt. 3) or latest. It includes supply of all the items required for complete indoor relay room wiring from RTU to relay rack tag blocks, drawing/extension of power supply upto RTU. It includes supply of relay room door lock checking arrangement, commercial power supply monitoring arrangement & monitoring of DG sets, ELD (if installed), IPS, interlinking and networking of RTU. Note: Total numbers of relays and other signalling functions/gears required to be wired as per list circulated vide RDSO Letter No. STS/E/Data logger dtd.12.09.2011 or latest guidelines.							
123	123	5.00	Numbers	38533.33	192666.65	AT Par	192666.65	

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Description:- Installation, testing and commissioning of Micro Processor based Remote Terminal Unit (RTU) with 128 digital input and 16 analog input as per RDSO Spec. No. IRS (S) 99/2006 (Amdt. 3) or latest . It includes supply of all the items required for complete indoor relay room wiring from RTU to relay rack tag blocks, drawing/ extension of power supply upto RTU. It includes supply of relay room door lock checking arrangement, commercial power supply monitoring arrangement & monitoring of DG sets, ELD (if installed), IPS, interlinking and networking of RTU. It also includes installation of leased line MODEM and other interfacing cards, if required for networking of RTU. Note: Total numbers of relays and other signalling functions/gears required to be wired as per list circulated vide RDSO Letter No. STS/E/Data logger dtd.12.09.2011 or latest guidelines.								
S.No.	Item Code	Item Qty	Qty Unit	Unit Rate	Basic Value	Escl. (%)	Amount	Bidding Unit
Schedule C-(Non SOR items)							28287657.69	Above/ Below/Par
1	1	80000.00	Kilometre	26.69	2135200.00	AT Par	2135200.00	
	Description:- Transportation of less/heavymaterial and manpower includingsupply & running of one MUV to thesites of work as per requirement &direction of site incharge along withdriver. The rate includes all taxes,licence fee, road permit, driverwages, fuel, repair & maintenancencost etc. complete in all respect.							
2	2	11100.00	Metre	1308.55	14524905.00	AT Par	14524905.00	
	Description:- Transporation of HDT machine with accessories including handing of stores materials preparation of site and boring for placing and supply of one number 110 mm dia HDPE pipe for crossing of S&T cables together at bridges/culverts track pucca road crossing boring trench shall be 3 Mtr below the river bed and 1 mtr below the track/road/pucca road crossing area. this incudes supply of accessories for HDPE pipes cost of fuel and all other items which will be required for laying of cables through it. The work shall be executed as per instruction of site engineer. The rate includes laying of cable through the pipe laid by HDT machine boring upto the length of 150mtrs.							
3	3	170.00	Numbers	563.00	95710.00	AT Par	95710.00	
	Description:- Supply of Godrej Navtal Locks with diameter of 50mm with 3 keys.							
4	4	10.00	Set	5539.44	55394.40	AT Par	55394.40	
	Description:- Supply of Dual Tone Bell /Buzzerwith Flasher arrangement and 20Watt horn working on 24 V DC/110 V AC for warning road usersat LC gates.Inspection ByConsignee							
5	5	18.00	Numbers	30898.90	556180.20	AT Par	556180.20	
	Description:- Installation of integrated power supply equipments grouting, laddering, wiring & interconnections of power panel, power equipments, programme swiches, busbars fitted on relay racks outgoing supply terminals on CT racks. All the power wires should be terminated with copper lugs (Dowells or similar make) and soldered with contractor's own materials.							
6	6	22.00	Numbers	35251.80	775539.60	AT Par	775539.60	
	Description:- Supply of PWM Based online Inverter with 24 or 110V DC input and 230V AC output 500VA capacity for signaling purpose as per RDSO specification no. IRS:S:82/92 with AMD.2 or latest							
7	7	6.00	Pair	153400.00	920400.00	AT Par	920400.00	
	Description:- Supply, installation, testing & commissioning of automatic media change over device for dac/msdac v.21/v.23 to optical fibre, STM (E1) standard 19" rack mountable device consisting of two E1 port supporting 120 ohms interface, dual optical ports with (1+1) hot stand by (dual core path and single core path) 20 kms driving distance and four v.21/v.23 (e&m) interface (04 ports (04 e&m + 04 quad) 2w/4w interfaces with auto change over mechanism to quad ports 2w/4w. Each port configurable as 2w or 4w no restriction in configuration. Unit to support potential free contacts four numbers can be linked with data logger / RTU for e1 status , quad status & power supply status, unit support front panel ressetable audible buzzer in case of main link fails (optical or e1) unit to support power off fail safe mechanism when the unit is switched off the inputs is by passed to the quad cable automatically unit supports front panel led indicators for quad health status; e1 dual, optical dual path, dual dc power supply 18 vdc to 72 vdc range: make: Team engg/Cygnus/lantana/waves/fabio1cx-4p or similar reputed make.							
8	8	40.00	Numbers	26479.00	1059160.00	AT Par	1059160.00	
	Description:- Supply of Godrej shelf storage of 916 x 486 x 1981 mm or similar							
9	9	16.00	Set	108088.20	1729411.20	AT Par	1729411.20	
	Description:- Supply of Desktop Client Machine (AIO), Minimum Specifications, Core i5 12TH GEN / 8GB DDR4 RAM / 1 TB SSD / WIN 11/MS office with Full HD monitor min 23 Inch, UPS , One chair and One computer table for Data logger display of signals.							
10	10	10.00	Numbers	25976.61	259766.10	AT Par	259766.10	
	Description:- Supply of multifunction all in one A-4 Printer for printing of fault and exception report from data logger. Make and Model shall be got approved from Railway before supply							
	11	1000.00	Numbers	511.32	511320.00	AT Par	511320.00	

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11	Description:- Complete wiring of Tag blocks, HPR, ECR's, UECR's, EKT Relays and other equipment including dressing , bunching and threading of signalling equipments e.g Relays, ECR's, point contractor unit, transformers and fuse etc. in the Relay hut/Location Box. Nails, clips, Screws, rivets, MS angles/ fats required to be fabricated ladders, dressing thread to be supplied by the contractor. All wiring materlals including wires will be supplied by the contractor. NOTE: Equipments will includes battery chargers, transformers, fuses, relays and contractor unit etc							
12	12	5.00	Kilometre	153264.60	766323.00	AT Par	766323.00	
	Description:- Supply of PVC indoor cable 1x60x0.6 mm dia colour coding of insulation of innercore shall be in six colours viz Blue,Red,Green, Grey, Brown, & Black as perspecn IRS S 76/89 (Amd.-3) or withlatest.							
13	13	5.00	Kilometre	149476.19	747380.95	AT Par	747380.95	
	Description:- Supply of PVC indoor cable 1x24x1 mmdia colour coding of insulation of innercore shall be in eight colours viz Blue,Red, Grey, Green, Brown, Block, Yellow &White as per specn IRS S 76/89 (Amd.-3)or with latest.							
14	14	4.00	Numbers	150174.26	600697.04	AT Par	600697.04	
	Description:- Supply of Data concentrator (additional T port connectivity in between existing rings) along with one dual card modem for networking of datalogger at Huts to central Datalogger.							
15	15	2000.00	Metre	679.00	1358000.00	AT Par	1358000.00	
	Description:- Cutting of Rock, concreting after cable laying with 1 cement: 2 sand: 4 graded stone aggregate 20mm nominal size and curing of concrete to the required number of days, except in bridges, culverts, level crossings, track crossings, cable pits and rocky soil including marking of cable alignment, clearing of debris etc., complete to the finished item of work as directed by engineer in-charge. All the material is to be arranged by contractor. Depth of 300mm and width of 300mm where rock is visible from surface, concreting to ground level.							
16	16	28.00	Numbers	4328.87	121208.36	AT Par	121208.36	
	Description:- Taking all type of cables inside station building. Relay room, OFC room, UTS/PRS room ,SSP/FP and location boxes etc and sealing of cable entry point as per instruction of side engineer and contractors own man power and material.							
17	17	16.00	Numbers	13351.70	213627.20	AT Par	213627.20	
	Description:- Preparation of Station working Rule (SWR) for phase/final working in Hindi of station based on SWRD of the station. The contractor shall initially supply 2 copies of complete SWR for approval of railway. Railway will return one set of SWR duly approved. Final SWR after doing all corrections and complete in all respect along with 6 set of SWR and final CD to submit to Railway. 1 No. = 1 SWR (Hindi).							
18	18	12.00	Set	25630.97	307571.64	AT Par	307571.64	
	Description:- Supply installation,wiring,testingand commissioning of SPT(HalfDuplex) at IBS location andadjacent stations.Each set shallcomprise one no. of signal posttelephone SPT master unit(whichshould be installed on IBSpost)along with one no. Of slaveunit to be installed in SM'S officesuitable for working on 24v DC,25KV RE area and compatible towork on OFC/copper mediaboth,ACES make or similar. Note:The contractor shall insure thatthere is no interference incommunication between themaste and slave unit to the cabletermination board in SM'Sroom/relay room will be providedby Railways							
19	19	1050.00	Numbers	1476.06	1549863.00	AT Par	1549863.00	
	Description:- Fixing of earth electrodes for earthing of S&T apparatus cases, signal post etc. connected through GI wire and supported on MS flat size 5 mm x 40 mm to earth electrode as per instruction of site engineer. Earth electrode will be provided by Railway.							
S.No. Item Code Item Qty Qty Unit Unit Rate Basic Value Escl. (%) Amount Bidding Unit								
Schedule D-Telecom Items							33215681.70	Above/ Below/Par
1	1	40.00	Numbers	1784.18	71367.20	AT Par	71367.20	
	Description:- Supply of OFC patch cord/jumper cable, 10 m long, with (1) FC/PC connectors on both sides or (2) One end FC/PC connector and other end compatible to work with STM-1 or (3) LC/SC Connectors.							
2	2	10.00	Numbers	88335.45	883354.50	AT Par	883354.50	
	Description:- Supply of SMPS based, FR-FC-BC Battery Charger, for Telecom use, 48 volts, 25 Amps, single phase, in N+2 configuration modules of 25 Amps, automatic switching between the modules, as per RDSO Spec No. RDSO/SPN/TC/23/99 (Ver- 4) (Amndt. 1) or latest along with two potential free contacts.							
3	3	10.00	Numbers	12759.36	127593.60	AT Par	127593.60	
	Description:- Supply of cable termination rack panel fitted with 12 no. of 32 way U link feed panel along with complete U links and mounting arrangement for isolation transformer. Suitable size copper strip to be provided for earthing on the rack.							

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4	4	120.00	Numbers	1276.12	153134.40	AT Par	153134.40	
	Description:- Supply of VF Transformers, rack mounting type, 1120:470 Ohms as per RDSO Speen.No. IRS: TC-22/76 or latest.							
5	5	40.00	Numbers	1501.88	60075.20	AT Par	60075.20	
	Description:- Supply of VF Transformers, rack mounting type, 600:470 Ohms as per RDSO Speen.No. IRS: TC-22/76 or latest.							
6	6	22.00	Numbers	29140.45	641089.90	AT Par	641089.90	
	Description:- Supply and Installation of Fibre Management System with all installation materials, splicing, termination & testing of 2 x 24 fibre OFC cable with all connector materials as per instruction of 144 site engineer. FMS shall be as per RDSO specification No. RDSO/SPN/TC/37/2000 (Ver-3).							
7	7	10.00	Pair	24154.68	241546.80	AT Par	241546.80	
	Description:- Supply of 2 Mbps Line termination unit/LAN extender 48V DC/230 V AC operated, as per RDSO spec. no. RDSO/SPN/TC/82/2020 Rev. 2.0 or latest, along with suitable connectors to extend line data over copper cable of 05mm/0.63mm/0.9mm dia. or CAT 5/6 cables.							
8	8	1525.00	Metre	22.36	34099.00	AT Par	34099.00	
	Description:- Supply of UTP CAT-6 cable of reputed make Siemen/ Systemax / D-Link/ Tyco/ Krone/ AMP or similar.							
9	9	2000.00	Metre	77.87	155740.00	AT Par	155740.00	
	Description:- Supply of power cable 3 core, 2.5 sq mm, multi strand (36/0.3 mm dia) cable as per IS 694:1990 reaffirmed 1995 or latest suitable for Railway electrification area, shall be of reputed make like Havells, Delton, LAPP, Finolex, or superior.							
10	10	100.00	Metre	132.38	13238.00	AT Par	13238.00	
	Description:- Supply and Installation of PVC channel , with cover, of size 50 mmx 34 mm of 1 mm thickness. The installation to be done as per instructions of site incharge.							
11	11	100.00	Metre	204.07	20407.00	AT Par	20407.00	
	Description:- Supply and Installation of PVC channel , with cover, of size 75 mmx 50 mm of 1.2 mm thickness. The installation to be done as per instructions of site incharge.							
12	12	500.00	Metre	26.91	13455.00	AT Par	13455.00	
	Description:- Supply and fixing of PVC conduit pipe 25 mm with accessories such as bend, tee, coupling, elbow, saddle, clamp, screw, PVC/ wooden plugs etc. on walls, angle or on rail of platform shelter etc. MS clamp made of 3 mm MS flat to be manufactured and supplied and fixed to clamp the PVC pipe or angle/ rail run of platform shelter. The clamp should be painted with red oxide primer over which two coats of aluminium paint to be given. Where ever necessary jumper holes to be made in wall and above PVC pipe threaded and wall to be repaired to its original condition.							
13	13	1.00	Numbers	436502.82	436502.82	AT Par	436502.82	
	Description:- Supply of Optical Time Domain Reflectometer (OTDR), operating at 1550 nm and 1310 nm for working on single mode optical fibre as per TEC spec. TEC/GR/TX/OTD - 001/05/SEP-19 or latest, of reputed make like Yokogawa/JDSU/Viavi or similar. Consignee shall approve the supply only after successful demonstration at site.							
14	14	2.00	Numbers	17742.61	35485.22	AT Par	35485.22	
	Description:- Supply of Optical Power Meter, type-B, as per TEC spec. GR/OPM-01/03 Feb. 2005 or latest.							
15	15	60.00	Numbers	257.94	15476.40	AT Par	15476.40	
	Description:- Supply of FC/PC/SC type connectors of 5/10/20 dB and multiple of 5 dB up to 20 dB. Approval from railway officer to be taken before supply of material.							
16	16	40.00	Numbers	5506.71	220268.40	AT Par	220268.40	
	Description:- Supply of 24 fiber optical fiber cable straight joint enclosure (SJC) complete with all accessories along with enclosures with heat shrinkable splice protection sleeve as per RDSO spec. RDSO/SPN/TC68/2014 Revision 1.0, Amndt. 1.0 or latest. Splice losses in no case should be more than 0.1 dB.							
17	17	60.00	Numbers	3361.92	201715.20	AT Par	201715.20	
	Description:- Supply of thermo shrink jointing kit as per RDSO Specn.No. IRS: TC 77-2012 (Rev.3.0) with (Amdt.-1 to 3) or latest, suitable for 6 Quad/jelly filled cables for straight through/derivation joints. It includes supply of all the accessories, without transformer							
18	18	150.00	Kilometre	76811.42	11521713.00	AT Par	11521713.00	
	Description:- Supply of permanently lubricated HDPE duct, 40 mm outer dia, as per RDSO spec. No. RDSO/SPN/TC/45/2013 Rev.2 Amndt.2 or latest, along with all accessories like end caps, collars, bends, couplers etc.							
19	19	1.00	Numbers	15692.01	15692.01	AT Par	15692.01	
	Description:- Supply of Insulation resistance tester, 10 Mega ohms, 100V DC, hand generator type. Make Meco/Motwane/Waco or similar.							
20	20	32.00	Numbers	173.98	5567.36	AT Par	5567.36	

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20	Description:- Supply and Installation of RJ-45 patch cord, seven feet long, of reputed make like Molex or similar, with 02 no. of RJ-45 connectors for every patch cord.						
21	21	12.00	Numbers	18807.45	225689.40	AT Par	225689.40
	Description:- Supply of 8 port Gigabit Lite Managed PoE Layer 2 Switch supports 8 Nos 10/100/1000BASE-T ports, along with 2 Gigabit SFP ports, green-saving technologies, make model DG-GS1510HPL DIGISOL / CISCO/JUNIPER or superior.						
22	22	10.00	Numbers	77346.06	773460.60	AT Par	773460.60
	Description:- Supply and Installation of Fibre distribution management system as per RDSO spec. RDSO/SPN/ TC/37/2020 Revision 4.0 or latest.It includes the supply of 19"42U rack with mounting arrangement. It will also include all installation material, splicing, termination, testing of all 2 x 24 fibres.						
23	23	20.00	Numbers	65715.56	1314311.20	AT Par	1314311.20
	Description:- Supply, Installation and commissioning of Class-B encapsulated type Lightning current arrester. The parameters shall be as per RDSO specification no. RDSO/SPN/TC/98/2011, Rev.0, Amndt. 1, or latest, with visual indication and potential free contacts.						
24	24	20.00	Numbers	6225.86	124517.20	AT Par	124517.20
	Description:- Supply and fixing of 50 pair Krone termination DP duly fitted with disconnection type.						
25	25	40.00	Numbers	2737.00	109480.00	AT Par	109480.00
	Description:- Supply and fixing of 20 pair CT box and termination of jelly filled/6qsd/telecom cable as per details given by engineer at site for LC gates / IBS/Stn/Pump house etc.						
26	26	4.00	Numbers	243504.58	974018.32	AT Par	974018.32
	Description:- Supply of managed STM-1, SDH (STM-1 Add/Drop MUX and upgradeable to STM-4) fully wired for 2 X 63 MB and equipped for 21 E1s and minimum 4 port of 10/100 base T electrical interface (with LCAS and GFP), including power supply, order wire, Ethernet card, sub rack, inbuilt DDF, installation material and all other accessories and other common cards, manuals etc. as per TEC GR No. TEC/GR/TX/SDH - 004/04. Jan 2011 or with latest amendment. It shall be equipped with redundant power supply card. The contractor will supply all other accessories as mentioned in the above said TEC Specifications and system will have provision of different redundancy cards as per the TEC Specifications. Each node shall support mapping of management function to E1 signal.The equipment shall be compatible to the existing SDH system (if any) and NMS system (if any) in the section. This includes connecting all pig tails, optical patch cords etc. to the SDH equipment. Note: It shall be possible to increase capacity from 21E1 to 63 E1s by adding / inserting tributary cards. This includes connecting all pig tails, optical patch cords etc. to the SDH equipment. This also includes connecting the SDH equipment with all cards to the 48V Bus including supply of wires and connectors. Termination of all E1s on DDF taking PVC cable over runway or a wall.						
27	27	4.00	Numbers	198381.92	793527.68	AT Par	793527.68
	Description:- Supply of 2 Mb Programmable Primary Digital drop insert multiplexer (PD MUX) as per RDSO Specs.No. IRS TC- 68/2012 Rev.0 (Amnd.1) or latest with conference facility and fully wired for 30 channel complete with power supply card, remote control, supervision facility and all other accessories, installation material, manuals etc. It should have facilities to accommodate data interface card in multi drop mode and should be able to support cards needed for video conferencing and ISDN. It shall support NMS installed at Test Room and may operate local/remote location of entire section. It also includes supply of all miscellaneous items which will be required for final testing and commissioning of system. The above MUX should be equipped with following cards : - (i) 2 wire/ 4 wire E&M VF circuit Card - minimum 04 No. (ii) Subscriber loop circuit Card - minimum 02 No. (iii) Exchange loop interface circuit Card - minimum 01 No. (iv) Data Acquisition Card - minimum 01 No. (v) GDT(G.703) Card - minimum 01 No. (vi) Loop protection Card - minimum 1 No.						
28	28	8.00	Pair	32937.55	263500.40	AT Par	263500.40
	Description:- Supply of 2.048 Mbps, Managed SHDSL modems, as per RDSO spec. No. RDSO/SPN/TC/80/2020, Rev.2.0 or latest with suitable connector. A pair consists of V.35 and G.703 interfaces.						
29	29	8.00	Numbers	83565.68	668525.44	AT Par	668525.44
	Description:- Supply of 2 Mbps Router, 2 LAN/4 WAN port, 230V AC operated, as per RDSO spec.No. RDSO/SPN/TC/84/2008 Rev. 0 or latest, along with connecting cables, connectors etc. for connecting to the ethernet devices, of reputed make like Cisco/Dlink or better						
30	30	10.00	Numbers	5199.64	51996.40	AT Par	51996.40
	Description:- Supply of Universal 2 wire/4 wire way station DTMF control Telephone, as per RDSO spec. No. IRS: TC:82-2005, (with Amd. 3 or latest.						
31	31	10.00	Numbers	3972.26	39722.60	AT Par	39722.60
	Description:- Supply of Power supply unit for 2W/4W way side control phone equipment along with 12V/7AH sealed maintenance free battery as per RDSO spec.No. TC 72-97 Amendment- 1 or latest.						
32	32	12.00	Numbers	88553.56	1062642.72	AT Par	1062642.72
	Description:- Supply of 48 Volt/200 AH maintenance free VRLA Batteries duly charged as per IRS Spec. No. S-93/96(A) (Amd.1) or latest, with intercell connectors consisting of 24 cells of 2V each.						

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33	33	20.00	Numbers	1188.81	23776.20	AT Par	23776.20	
	Description:- Installation, testing and commissioning of 4 wire way station equipment with necessary mounting arrangement on standard 19"rack. It includes the supply of all wiring material such as casing,capping,10/20 pair indoor cable and wiring between way station equipment and termination box etc.							
34	34	10.00	Numbers	5571.75	55717.50	AT Par	55717.50	
	Description:- Installaltion, wiring, testing and commissioning of SMPS based, FR-FC-BC Battery Charger, for Telecom use including ultra isolation transformers. It also includes the cost of DC bus bar of 48V DC/power wire and connection of power supply to the equipments with wire of suitable gauge as directed by site engineer including casing/capping. The work includes supply of battery rack, MCBs, battery cable and battery lugs and other accessories required for installation of power plant. All material required for commissioning to be arranged by contractor.							
35	35	10.00	Numbers	9196.85	91968.50	AT Par	91968.50	
	Description:- Installation of cable termination rack panel fitted with 12 no. of 32 way U link feed panel, wiring of isolation transformer, termination of UTP/STP and underground cables on U link feed panel, earthing of panel. All wiring material to be supplied by contractor.							
36	36	10.00	Numbers	4939.54	49395.40	AT Par	49395.40	
	Description:- Installation, testing and commissioning of 25 Watt VHF synthesised transreceiver set, at Railway station, including all blacksmith and masonry work as per Railway Engineer at site. Required GI pipe shall be supplied by the contractor in size 6 mtr/1500 mm length, 50 mm/40 mm dia as per requirement at site.							
37	37	60.00	Numbers	1682.87	100972.20	AT Par	100972.20	
	Description:- Installation of thermo shrink jointing kit as per RDSO Specn.No. IRS: TC 77-2012 (Rev.3.0) with (Amdt.-1 to 3) or latest, suitable for 6 Quad/jelly filled cables for straight through/derivation joints. It includes supply of all the accessories, without transformer							
38	38	90.00	Numbers	12011.75	1081057.50	AT Par	1081057.50	
	Description:- Splicing of 24/48 core optic fibre cable and making the splicing joint with contractor's own machine and tools. Joint should be prepared in such a way that the top of the enclosure shopuld be at a depth of minimum 1.2 mtr and the enclosure should be covered with soft soil and bricks. Splice loss of each fibre should be less than 0.05 dB.							
39	39	90.00	Numbers	6257.65	563188.50	AT Par	563188.50	
	Description:- Construction of OFC jointing pit of size 1mx1mx0.6m, using bricks, sand and cement in the ratio 1:3. The thickness of the wall shall be 120 mm. The top cover shall be of concrete of thickness 75 mm with two iron handles on top of it. The pit shall be covered with sand after putting the joint enclosure. All construction material to be supplied by contractor.							
40	40	150.00	Kilometre	17093.05	2563957.50	AT Par	2563957.50	
	Description:- Blowing/drawing of OFC cable in the HDPE pipe duct and protective work already provided in the trench. The cable shall be laid only aft er the successful completion of the DIT (Duct Integrity test). The DIT should be certifi ed by the Railway engineer at site. All the equipments/machinery required shall be arranged by the contractor.							
41	41	1500.00	Metre	45.14	67710.00	AT Par	67710.00	
	Description:- Laying of UTP/STP CAT-6 cable/power cable in PVC casing capping of appropriate size. The work also includes supply and fixing of casing and capping, fixing and connection of patch panel, fixing of CAT-6 cable with RJ 45 connectors. Work to be done as per instructions of site incharge.							
42	42	150.00	Kilometre	8092.25	1213837.50	AT Par	1213837.50	
	Description:- Laying of HDPE duct as per the approved cable route plan in the excavated trenches/other protected works/ RCC channel etc. including all accessories like end caps, collars, bends, couplers etc. Th e ends of the duct to be sealed with end plugs till OFC blowing is done. Important: Th e laying of OFC cable independently							
43	43	10.00	Numbers	33553.87	335538.70	AT Par	335538.70	
	Description:- Installation, wiring, testing & commissioning of managed SDH (STM-1 Add/Drop MUX and upgradeable to STM-4) equipments, with all accessories and power supply connections, fixing of ladder etc. in OFC/Relay room.							
44	44	10.00	Numbers	18692.41	186924.10	AT Par	186924.10	
	Description:- Installation, programming, wiring and commisioning of Primary drop insert MUX (PD MUX) with all accessories. This also includes all power supply connections, surge and lightning protection arrangements, wiring inside the racks and indoor krone box, fitting of ladder, wiring up to Krone/CT box, connecting all pigtails, optical patch cords etc to the SDH equipments. This also includes connection of SDH and primary MUX equipment with all interface cards to the 48V Bus including supply of wires and connectors termination of all E1s on DDF taking PVC cable over runway or a wall and termination of VF interface circuit to the Krone type.							
45	45	3000.00	Metre	18.71	56130.00	AT Par	56130.00	
	Description:- Laying of Data cable/Communication cable/Power cable etc. in PVC conduit pipe with all fiittings and accessories (As per site requirement).							

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46	46	10.00	Station	59240.21	592402.10	AT Par	592402.10	
	Description:- Installation, wiring, testing and commissioning of all UTS related equipments as per Railway site incharge. It also includes configuration, programming and interfacing with the existing UTS network at way side station as well as at Router end. All connecting material connectors etc. to be supplied by contractor. Soft - ware programming to be done by OEM/OEM certified engineer.							
47	47	5.00	Numbers	19110.22	95551.10	AT Par	95551.10	
	Description:- Supply of Subscribe loop interface cards, minimum 04 circuits per card.							
48	48	5.00	Numbers	32802.86	164014.30	AT Par	164014.30	
	Description:- Supply of Exchange loop interface card, minimum 04 circuits per card.							
49	49	10.00	Numbers	5031.59	50315.90	AT Par	50315.90	
	Description:- Installation of PA system at Railway station as per instructions of railway site engineer incharge. The required cable, conduit, Amplifier and equipment shall be supplied by Railways. Cable shall be laid in proper conduit.							
50	50	2.00	Set	54471.30	108942.60	AT Par	108942.60	
	Description:- Supply, installation & commissioning of VRLA battery bank (-48 Volt= 12 Volt x 4 Nos) Each battery capacity should be: 12 Volt with 200 AH. (Amaron/Exide/Microtek/ Amptek)							
51	51	15.00	Numbers	666.01	9990.15	AT Par	9990.15	
	Description:- Supply of Electronic Quartz clock 12" dia working & fitted with 1.5 volt dry cell of reputed make as per instruction of site engineer.							
52	52	30.00	Numbers	8245.33	247359.90	AT Par	247359.90	
	Description:- 24 VOLT DC POWER SUPPLY UNIT WITH M/F BATTERY 01 NO FOR ELECTRONIC LC GATE COMMUNICATION SYSTEM AS PER RDSO SPEC- RDSO/SPN/TC/51/2011 REV-3 OR LATEST THIS INCLUDES INSTALLATION TESTING & COMMISSIONING OF THE SYSTEM MAKE EPSILON OR ANY RDSO APPROVED VENDOR. Make/Brand : GAEC or similar							
53	53	10.00	Numbers	56211.37	562113.70	AT Par	562113.70	
	Description:- SUPPLY OF MASTER TELEPHONE OF ELECTRONIC LC GATE COMMUNICATION SYSTEM WITH POWER SUPPLY UNIT AS PER RDSO SPEC- RDSO/SPN/TC/51 /2011 (REV.3.0)OR LATEST WITH VOICE LOGGING FACILITY WITH LATEST AMENDMENT COMPATIBLE WITH EXSISTING LC GATE COMMUNICATION SYSTEM.THIS INCLUDES INSTALLATION ,TESTING & COMMISSIONING OF THE SYSTEM MAKE EPSILON OR ANY OTHER RDSO APPROVED VENDOR.							
54	54	30.00	Numbers	6988.30	209649.00	AT Par	209649.00	
	Description:- SLAVE TELEPHONE OF ELECTRONIC LC GATE COMMUNICATION SYSTEM AS PER RDSO SPEC RDSO/SPN/TC/51/2011 REV-3 WITH LATEST AMNDT. WITH VOICE LOGGING FACILITY .THIS INCLUDES INSTALLATION,TESTING & COMMISSIONING OF THE SYSTEM.MAKE- EPSILON OR RDSO APPROVED VENDOR							
55	55	60.00	Metre	37.36	2241.60	AT Par	2241.60	
	Description:- Supply of non galvanized iron conduit pipe of size 25 mm dia along with all fixing accessories.							
56	56	3000.00	Metre	31.50	94500.00	AT Par	94500.00	
	Description:- Supply of Switch board cable: 5 pair x 0.5 mm.							
57	57	2000.00	Metre	63.23	126460.00	AT Par	126460.00	
	Description:- Supply of Switch board cable: 10 pair x 0.5 mm.							
58	58	2000.00	Metre	111.40	222800.00	AT Par	222800.00	
	Description:- Supply of Switch board cable: 20 pair x 0.5 mm.							
59	59	2000.00	Metre	57.74	115480.00	AT Par	115480.00	
	Description:- Supply of PVC insulated cable of size 3/0.7 mm twin core annealed copper conductor PVC taped and sealed PVC sheathing should have 400 V grade, having screening factor of 50 Volts per Km to 450 Volt per KM and as per specification no. SWS 1173 or latest under							
60	60	100.00	Numbers	45.15	4515.00	AT Par	4515.00	
	Description:- Supply of PVC channel of size 20mm X16mm 2 meter long ISI mark.							
61	61	500.00	Metre	30.50	15250.00	AT Par	15250.00	
	Description:- Supply of paramite battery wire 07 strand each strand of 0.75 mm dia in Red colour.							
62	62	500.00	Metre	30.47	15235.00	AT Par	15235.00	
	Description:- Supply of paramite battery wire 07 strand each strand of 0.75 mm dia in Blue colour.							
63	63	1.00	Numbers	38593.59	38593.59	AT Par	38593.59	
	Description:- Supply of transmission measuring set (470,600 & 1120 Ohm impedance) as per RDSO specification no.IRS-TC:78-2000 with latest amenetment complete with tone generator & db meter. Make and model shall be approved by Railway before supply.							
64	64	4.00	Numbers	44599.28	178397.12	AT Par	178397.12	
	Description:- Supply of Optical line Interface card (SOT-18) for Tejas Make TJ1400 model STM equipment without SFPs.							

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65	65	120.00	Numbers	17.34	2080.80	AT Par	2080.80	
	Description:- Supply of PVC adhesive steel grip tape in roll of 8 mtr long with width 18mm thick 0.125 mm.							
66	66	50.00	Numbers	1485.37	74268.50	AT Par	74268.50	
	Description:- Supply of Walco tape - self winding, anti-corrosive - 38mm (W) X 9M (L).							
67	67	120.00	Numbers	504.70	60564.00	AT Par	60564.00	
	Description:- Supply of 6-pin emergency socket flat type as per specs no. IRS:TC: 42/87 with Amdt-1 to 3.							
68	68	1.00	Numbers	1073404.62	1073404.62	AT Par	1073404.62	
	Description:- Supervision and maintenace of OFC system for a period of one year from the date of one year from the date of commissioning of whole system (Link) duly certified by Executive incharge and Dy.CSTE/Const/AGC							
69	69	120.00	Numbers	508.89	61066.80	AT Par	61066.80	
	Description:- Fixing of EC socket assembly complete with termination of 6 quad, PIJF derivation cable on the strip of 6 pin EC socket box on a good qualtiy laminated board at SM/TSS/any building, where ever necessary as per instructions of site engineer at site. The work include metallic portion of the socket assembly using black enamel paint.							
70	70	20.00	Numbers	5587.60	111752.00	AT Par	111752.00	
	Description:- Supply & installation of cable termination box for 26 conductors 0.6-0.9 sqmm with screw type terminals consisting of all parts complete of PHONICS/WAGO contact make or smilar. Fixing of DP to be done as per instruction of railway supervisor at site.							
71	71	20.00	Numbers	1776.54	35530.80	AT Par	35530.80	
	Description:- Supply & fixing of krone type CT boxes : 10 pair.							
72	72	20.00	Numbers	2787.92	55758.40	AT Par	55758.40	
	Description:- Supply & fixing of krone type CT boxes : 20 pair.							
73	73	10.00	Pair	11658.12	116581.20	AT Par	116581.20	
	Description:- Supply of Single Mode Single fiber Managed Media Converter (Ethernet & E1 to Optical vice versa) Pair and all the accessories required for their installation as per RDSO Spec No RDSO/SPN/TC/103/2013 Rev.2 or latest							
74	74	10.00	Numbers	12124.00	121240.00	AT Par	121240.00	
	Description:- Supply, installation of 19"12U rack with transparent glassdoor with accessories like fans & tray etc.							
75	75	750.00	Numbers	124.92	93690.00	AT Par	93690.00	
	Description:- Painting of telephone mark with indicating arrow, indicating the location of nearest emergency socket on the hectometer post /OHE mast installed alongside the Railway Track. All materail including paint shall be supplied by contractor.							
76	76	60.00	Metre	15.54	932.40	AT Par	932.40	
	Description:- Fixing of non galvanized iron conduit pipe on/across the walls platforms bridge portion and wherever required as per directions of site in change of Railways.This also includes repairing of wall/platform to restore it back in original condition at the contractos own cost for man & material.Including supply of hooks/clamps at 1.5 Mtrs.length.							
77	77	100.00	Numbers	3042.35	304235.00	AT Par	304235.00	
	Description:- Writing work of cable termination details of 6-quad, OFC, PIJF cables & equipments details at OFC Room/Cable hut & Station Building and wherever necessary as per direction of Engineer incharge.							
78	78	1.00	Job	143481.37	143481.37	AT Par	143481.37	
	Description:- Testing & Commissioning of entire OFC link with NMS.This work includes testing of all fibers of the optical fiber cable in each cables hut as per test protocol for optic fiber with contractors own measuring tools and equipments and vehicle to prepare measurment record in folder duly signed by contractor and Railway site incharge.							
79	79	250.00	Kilometre	1372.53	343132.50	AT Par	343132.50	
	Description:- Preparation of final built cable route plan (6 QUAD and OFC cable) on Autocad for the section.This includes supply of necessary documents on tracing paper along CD (3 nos) with five prints of cable route plan, jointing locations, cable / OFC hut wiring diagram etc.							
80	80	150.00	Numbers	470.68	70602.00	AT Par	70602.00	
	Description:- Earthing of armour of jelly filled underground cable the earth to be extended from the earth electrode to the armouring of the cable and telecom equipments like battery charger,control equipments etc.							
81	81	32.00	Numbers	1076.99	34463.68	AT Par	34463.68	
	Description:- Cutting of armour of already laid OFC cable							

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3. ITEM BREAKUP

Schedule						
Schedule A-(Supply and Execution of EI items)						
<p>Item- 1 Design, Manufacture & Supply of Electronic Interlocking (EI) System (with Centralized/Distributed arrangement) as per attached tentative Signal Interlocking Plan in 'Hot Standby architecture' as per RDSO Specification No. RDSO/SPN/192/2019 Ver. 2.0 or latest from RDSO approved source only. EI system shall be provided to operate with dual VDU Control Terminal. It shall mainly consist of: (1) EI Microprocessor Equipments/Electronic PCB cards etc. (2) All type of Interfacing relays, proposed to be wired inside the EI Equipment and Relay room, i.e. Q Series single coil neutral line/special type ACI/non ACI relays etc. In case of OEM specific relays with non-RDSO approved contact configuration, if any, being supplied, the cost of such relays shall be included in the cost of EI (Electronic Interlocking) system. However, the number and type of such relays shall be indicated separately.(All types of outdoor relays like QTA2 etc. relays should not be included as a part of EI breakup). (3) EI Equipment racks and EI Relay racks. Cable termination rack to be supplied separately in Schedule and not as a part of EI breakup.(4) In-built Event logger, Power Supply Equipments (DC-DC Converters shall be provided in N+1 configuration) (5) Indoor cables, Wires, Fuses , Fixtures, Mounting arrangements, Communication arrangements etc. along with all accessories required to make complete EI system functional (6) Surge and lightning protection devices compatible to RDSO standards and as recommended by OEM (7) All the documents as proposed in the para 10.2 of the RDSO spec. RDSO/SPN/192/2019 Ver. 2.0 or latest (8) Operation VDU console (size 55", 4k Resolution), 02 (Two no.). The embedded fan less industrial grade PCs to be supplied as Operation terminals shall comply with the specifications as described in RDSO TAN/3007, Version 1.0, dated 02.11.12 or better. Inspection: By RDSO. However items not covered under RDSO inspection will be inspected by the Representative of Dy.CSTE/C/AGC.</p>						
S No.	Item No	Description of Item	Unit	Qty	Rate	Amount
1	1	NOTE: 1. Data Logger, as per RDSO spec. No. IRS: S-99/2006 (Amndt-3) or better, shall be supplied separately in the contract and not as a part of the EI breakup. The number of analog and digital inputs requirement shall be clearly specified by Railway executive. 2.The necessary furniture for Operating Video terminal i.e. Video table and revolving chair PCH-5002T of GODREJ make or similar shall be supplied by the contractor at his own cost. It should be supplied after the approval of the Railway Site supervisor incharge. 3.The incremental cost of supply of hardware and design payable to the contractor, upon change in the tentative SIP, shall be as per 3(A) and 3(B) below: 3(A) Hardware cost: (a) For an increase in number of Vital input and output bits up to 10% over and above the tentative SIP's Vital input and output bits, any additional hardware cost, if required, shall not be payable and the cost shall be borne by the contractor (b) Any additional hardware required due to increase of Vital Input and Output bits by more than 10% of the tentative SIP's Vital input and output bits shall be payable to the contractor. Additional equipment cost shall be paid as per rates of various equipment/cards of EI quoted by contractor in the EI breakup. 3(B) Design cost: (a) For an increase in number of Vital Input and Output bits up to 25% over and above the tentative SIP's Vital input and output bits, no additional design cost shall be payable (b) For an increase in number of Vital Input and Output bits more than 25% and upto 50% over and above the tentative SIP's Vital input and output bits, 10% additional design cost shall be payable (c) For an increase in number of Vital Input and Output bits more than 50% and upto 75% over and above the tentative SIP's Vital input and output bits, another 10% additional design cost shall be payable and so on. (i) For a 4/5 line/road station (Centralized)	Station	8.00	15256489.11	122051912.88

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2	2	NOTE: 1. Data Logger, as per RDSO spec. No. IRS: S-99/2006 (Amndt-3) or better, shall be supplied separately in the contract and not as a part of the EI breakup. The number of analog and digital inputs requirement shall be clearly specified by Railway executive. 2.The necessary furniture for Operating Video terminal i.e. Video table and revolving chair PCH-5002T of GODREJ make or similar shall be supplied by the contractor at his own cost. It should be supplied after the approval of the Railway Site supervisor incharge. 3.The incremental cost of supply of hardware and design payable to the contractor, upon change in the tentative SIP, shall be as per 3(A) and 3(B) below: 3(A) Hardware cost: (a) For an increase in number of Vital input and output bits up to 10% over and above the tentative SIP's Vital input and output bits, any additional hardware cost, if required, shall not be payable and the cost shall be borne by the contractor (b) Any additional hardware required due to increase of Vital Input and Output bits by more than 10% of the tentative SIP's Vital input and output bits shall be payable to the contractor. Additional equipment cost shall be paid as per rates of various equipment/cards of EI quoted by contractor in the EI breakup. 3(B) Design cost: (a) For an increase in number of Vital Input and Output bits up to 25% over and above the tentative SIP's Vital input and output bits, no additional design cost shall be payable (b) For an increase in number of Vital Input and Output bits more than 25% and upto 50% over and above the tentative SIP's Vital input and output bits, 10% additional design cost shall be payable (c) For an increase in number of Vital Input and Output bits more than 50% and upto 75% over and above the tentative SIP's Vital input and output bits, another 10% additional design cost shall be payable and so on (ii)For a 6 line/road station (Distributed)	Station	2.00	19640902.95	39281805.90
					Total	161333718.78
Item- 3		Modification/Alteration in existing EI (Electronic Interlocking) as per latest RDSO guidelines/TAN. It includes: Design and modification in existing Interface and Interlocking circuits and logic of EI system including modification in the VDU(Video Display Unit)/ LCP(Local Control panel)/ CCIP (Control cum Indication Panel), Maintenance terminal (MPC), Data Logger, Relay rack wiring. The complete work should comply with the latest RDSO specifications and guidelines and as per approved SIP and circuit diagrams. All the material (Interface cards/relays/wiring material/connectors/fuses/communication devices, EI rack, relay rack etc.) shall be provided by the contractor.The work also includes the supply of modified Selection table, Interface Circuits, VDU/LCP/CCIP diagram etc. to suit the modified SIP. It also includes the carrying out of FAT, SAT (as applicable) jointly with Railways and satisfactory commissioning. All plans/drawings/circuits etc. should be prepared on AUTO CAD, softcopy to be supplied on Pen Drive and 06 sets of hard copies also to be supplied.				
S No.	Item No	Description of Item	Unit	Qty	Rate	Amount
1	1	i) Alteration involving modification from 11 up to 20 routes	Station	6.00	2656348.30	15938089.80
2	2	ii) Alteration more than 20 routes	Per Route	20.00	265634.83	5312696.60
					Total	21250786.40

4. ELIGIBILITY CONDITIONS

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

Special Financial Criteria

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S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	As a proof of sufficient financial capacity and organizational resources, the tenderer(s) must have minimum average annual contractual turnover of V/N or V whichever is less. Where; V= Advertised value of the tender in crores of Rupees N= Number of years prescribed for completion of work for which bids have been invited. The average annual contractual turnover shall be calculated as an average of "total contractual payments" in the previous three financial years, as per the audited balance sheet. However, in case balance sheet of the previous year is yet to be prepared/ audited, the audited balance sheet of the fourth previous year shall be considered for calculating average annual contractual turnover. The tenderers shall submit requisite information as per Annexure-VIB of GCC- April 2022, along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet.	No	No	Allowed (Mandatory)
1.1	Please submit required information as per attached annexure-VIB along with audited balance sheets.	No	No	Allowed (Mandatory)

Special Technical Criteria

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	(a)The tenderer must have successfully completedor substantially completed any of the following works during last 07 (seven) years, ending last day of month previous to the one in which tender is invited, under Government /Semi Government /PSU: Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, or Two similar works each costing not less than the amount equal to 40% of advertised value of the tender, or One similar work each costing not less than the amount equal to 60% of advertised value of the tender. (b) (i) In case of tenders for composite works (e.g., works involving more than one distinct component, such as Civil Engineering works, S&T works, Electrical works, OHE works etc. and in the case of major bridges - substructure, superstructure etc.), tenderer must have successfully completed or substantially completed any 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.	No	No	Allowed (Mandatory)
1.1	Similar nature of work: "Any signalling work involving design, installation, testing, commissioning of EI or alterations of EI	No	No	Not Allowed

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

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

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8	I/we understand that if the contents of the certificate submitted by us are found to be forged/false at any time during process for evaluation of tenders, it shall lead to forfeiture of the Bid Security and may also lead to any other action provided in the contract including banning of business for a period of upto two year. Further, I/we and all my/our constituents understand that my/our offer shall be summarily rejected.
9	I/we also understand that if the contents of the certificate submitted by us are found to be false/forged at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of Bid Security/Security Deposit and Performance guarantee and may also lead to any other action provided in the contract including banning of business for a period of upto two year.
10	I/We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I am/We are not from such a country or, if from such a country, have been registered with the competent Authority. I/We hereby certify that I/we fulfil all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed)

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

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

5. COMPLIANCE

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

Commercial-Compliance

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	The tenderer shall clearly specify whether the tender is submitted on his own (Proprietary Firm) or on behalf of a Partnership Firm / Company / Joint Venture (JV) / Registered Society / Registered Trust / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. The tenderer(s) shall enclose the attested copies of the constitution of their concern, and copy of PAN Card along with their tender. Tender Documents in such cases are to be signed by such persons as may be legally competent to sign them on behalf of the firm, company, association, trust or society, as the case may be. Following documents shall be submitted by the tenderer:	No	No	Allowed (Optional)
1.1	a) Sole Proprietorship Firm: (i) All documents in terms of Para 10 of the Tender Form (Second Sheet) of GCC-2022	No	No	Allowed (Mandatory)
1.2	b) HUF: (i) A copy of notarized affidavit on Stamp Paper declaring that he who is submitting the tender on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF. (ii) All other documents in terms of Para 10 of the Tender Form (Second Sheet) of GCC-2022.	No	No	Allowed (Mandatory)
1.3	(c) Partnership Firm: (i) A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar. (ii) A notarized or registered copy of Power of Attorney in favour of the individual to tender for the work, sign the agreement etc. and create liability against the firm. (iii) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the bid ineligible or the contract shall be determined under Clause 62 of the Standard General Conditions of Contract. (iv) All other documents in terms of Para 10 of the Tender Form (Second Sheet) of GCC2022 (v) A certificate as per attached annexure-M is to be given separately by each and every partner.	No	No	Allowed (Mandatory)

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1.4	d) Company registered under Companies Act 2013: (i) The copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company (ii) A copy of Certificate of Incorporation (iii) A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company. (iv) All other documents in terms Para 10 of the Tender Form (Second Sheet) of GCC-2022.	No	No	Allowed (Mandatory)
1.5	e) LLP (Limited Liability Partnership): (i) A copy of LLP Agreement (ii) A copy of Certificate of Incorporation (iii) A copy of Power of Attorney/Authorization issued by the LLP in favour of the individual to sign the tender on behalf of the LLP and create liability against the LLP. (iv) An undertaking by all partners of the LLP that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were / are partners/members. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract. (v) All other documents in terms of Para 10 of the Tender Form (Second Sheet) of GCC-2022. (vi) A certificate as per attached annexure-M is to be given separately by each and every partner.	No	No	Allowed (Mandatory)
1.6	(f) Registered Society & Registered Trust: (i) A copy of Certificate of Registration (ii) A copy of Memorandum of Association of Society/Trust Deed (iii) A copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust. (iv) A copy of Rules & Regulations of the Society (v) All other documents in terms of Para 10 of the Tender Form (Second Sheet) of GCC-2022.	No	No	Allowed (Mandatory)
2	The tenderer whether sole proprietor / a company or a partnership firm / joint venture (JV) / registered society / registered trust / HUF / LLP etc if they want to act through agent or individual partner(s), should submit along with the tender, a copy of power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person, specifically authorizing him/them to sign the tender, submit the tender and further to deal with the Tender/ Contract up to the stage of signing the agreement except in case where such specific person is authorized for above purposes through a provision made in the partnership deed / Memorandum of Understanding / Article of Association/Board resolution, failing which tender shall be summarily rejected. A separate power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person, shall be submitted after award of work, specifically authorizing him/them to deal with all other contractual activities subsequent to signing of agreement, if required. Note: A Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.	No	No	Allowed (Mandatory)

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3	<p>Employment/Partnership etc. of Retired Railway Employees: (ANNEXURE-Q) (a) Should a tenderer i) be a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, OR ii) being partnership firm / joint venture (JV) / registered society / registered trust etc have as one of its partners/members a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, OR iii) being an incorporated company have any such retired Engineer of the gazetted rank or any other gazetted officer working before his retirement as one of its directors AND in case where such Engineer or officer had not retired from government service at least 1 year prior to the date of submission of the tender THEN the tenderer will give full information as to the date of retirement of such Engineer or gazetted officer from the said service and as to whether permission for taking such contract, or if the Contractor be a partnership firm or an incorporated company, to become a partner or director as the case may be, has been obtained by the tenderer or the Engineer or officer, as the case may be from the President of India or any officer, duly authorized by him in this behalf, shall be clearly stated in writing at the time of submitting the tender. b) In case, upon successful award of contract, should a tenderer depute for execution of the works under or to deal matters related with this contract, any retired Engineer of gazette rank or retired gazetted officer working before his retirement in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, and now in his employment, then the tenderer will ensure that retired Engineer or retired gazetted officer had retired from government service at least 1 year prior to the date of his employment with tenderer and in case he had retired from service within a year then he possesses the requisite permission from the President of India or any officer, duly authorized by him in this behalf, to get associated with the tenderer. c) Should a tenderer or Contractor being an individual, have member(s) of his family or in the case of partnership firm/ company / joint venture (JV) / registered society / registered trust etc. one or more of his partner(s)/shareholder(s) or member(s) of the family of partner(s)/shareholder(s) having share of more than 1%in the tendering entity employed in gazetted capacity in the Engineering or any other department of the railway, then the tenderer at the time of submission of tender, will inform the authority inviting tenders the details of such persons. Note: -1.If information as required as per 16.a), b), c) above has not been furnished, contract is liable to be dealt in accordance with provision of clause 62 of the Standard General Condition of contract. 2. ANNEXURE-Q to be submitted along with bid by tenderer.</p>	No	No	Allowed (Mandatory)
4	<p>(Annexure-T):In case of Partnership firm/LLP/JV, An undertaking by all partners, 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. (Annexure-T)</p>	No	No	Allowed (Mandatory)

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5	The tenderers shall submit a copy of certificate stating that all their statements/documents submitted along with bid are true and factual. Standard format of certificate to be submitted by the bidder is enclosed as Annexure-V. In addition to Annexure-V, in case of other than Company/Proprietary firm. Annexure -V(A) shall also be submitted by each member of a Partnership Firm / Joint Venture (JV) / Hindu Undivided Family (HUF / Limited Liability Partnership (LLP) etc, as the case may be. Non submission of above certificate(s) by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested/digitally signed by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document.	No	No	Allowed (Mandatory)
6	Please submit your bank details i.e. Name of the Bank along with Bank Branch Code, Account Number, IFSC Code, and PAN Number.	No	No	Allowed (Mandatory)
7	Income Tax, Surcharge thereof, Commercial Tax & Sales Tax (Where applicable & charges as per directives of State & Central Government) and any other applicable tax shall be recovered from contractor's bill as per rule in force.	No	No	Allowed (Mandatory)
8	Contractor shall provide efficient and competent staff as per provisions of Clause 26 to GCC (Clause 26 of GCC is attached in document)	No	No	Allowed (Mandatory)
9	Please enter the percentage of local content in the material being offered. Please enter 0 for fully imported items, and 100 for fully indigenous items. The definition and calculation of local content shall be in accordance with the Make in India policy as incorporated in the tender conditions.	No	Yes	Allowed (Optional)

General Instructions

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	Validity of offer is 90 days. Any rebate if offered shall also be valid for 90 days.	No	No	Not Allowed
2	JVs/Consortiums / MOU's are not permitted.	No	No	Not Allowed
3	BID SECURITY & SECURITY DEPOSIT:	No	No	Not Allowed
3.1	The bid security deposited by the Contractor with his tender will be retained by the Railways as part of security for the due and faithful fulfillment of the contract by the contractor. The balance to make up the security deposit, the rates for which are given below, may be deposited by the Contractor in cash or may be recovered by percentage deduction from the contractor's "on account" bills. Provided also that in case of defaulting contractor the Railway may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained may not exceed 10% of the total value of the contract.	No	No	Not Allowed
3.2	Unless otherwise specified in the special conditions, if any, the Security Deposit/rate of recovery/mode of recovery shall be as under:-a. Security deposit for each work should be 5% of the contract value b. The rate of recovery should be at the rate of 6% of the bill amount till the full security deposit is recovered c. Security deposits will be recovered only from the running bills of the contract and no other mode of collecting SD such as SD in the form of instruments like BG, FD etc. shall be accepted towards security deposit. The security deposit, however, shall be released only after the expiry of the maintenance period and after passing the final bill based on 'No Claim Certificate'.	No	No	Not Allowed
3.3	No interest will be payable upon the Bid security and Security Deposit or amounts payable to the contractor under the contract.	No	No	Not Allowed

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3.4	In case, submission of Bid Security in the form of Bank Guarantee, following shall be ensured: i. A scanned copy of the Bank Guarantee shall be uploaded on e-Procurement Portal (IREPS) while applying to the tender. ii. The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document within 5 working days before closing date for submission of bids. iii. Non submission of scanned copy of Bank Guarantee with the bid on e-tendering portal (IREPS) and/or non submission of original Bank Guarantee within the specified period shall lead to summary rejection of bid. iv. The Tender Security shall remain valid for a period of 90 days beyond the validity period for the Tender. v. The details of the BG, physically submitted should match with the details available in the scanned copy and the data entered during bid submission time, failing which the bid will be rejected vi. The Bank Guarantee shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification "Bid for the ***** Project" and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right-hand top corner of the envelope. vii. The envelope shall be addressed to the officer and address as mentioned in the tender document. viii. If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.	No	No	Not Allowed
4	PERFORMANCE GURANTEE (PG)	No	No	Not Allowed
4.1	The procedure for obtaining Performance Guarantee is outlined below:	No	No	Not Allowed
4.1.1	The successful bidder shall have to submit a performance Guarantee (PG) within 21(twenty-one) days from the date of issue of letter of acceptance (LOA). Extension of time for submission of PG beyond 21(twenty-one) days and upto 60 days from the date of issue of LOA may be given by the authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 21(twenty-one) days, i.e., from 22 nd day after the date of issue of LOA. further, if the 60th day happens to be a declared holiday in the concerned office of the Railway, submission of PG can be accepted on the next working day. In all other cases, if the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated duly forfeiting the dues, if any, payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work.	No	No	Not Allowed
4.1.2	(a)The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms amounting to 5% of the original contract value: (Format as per Annexure-A) (i)A deposit of cash; (ii)Irrevocable Bank Guarantee; (iii)Government Securities including State Loan Bonds at 5% below the market value; (iv)Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds. These forms of performance Guarantee could be either of the State Bank of India or of any of the Nationalized Banks; (v)Guarantee Bonds executed or Deposits Receipts tendered by any Scheduled Commercial Bank of India; (vi)Deposit in the post office saving Bank; (vii)Deposit in the National savings Certificates; (viii)Twelve years National Defence Certificates; (ix)Ten years Defence Deposits; (x)National Defence bonds and (xi)Unit trust certificates at 5% below market value or at the face value whichever is less (xii) FDR in favour of Dy. FA&CAO/Con/AGC (free from any encumbrance).	No	No	Not Allowed

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4.1.3	A Performance Guarantee shall be submitted by the successful Bidder after the letter of acceptance has been issued, but before signing of the agreement. This PG shall be initially valid up to the stipulated date of completion plus 60 (Sixty) days beyond that. In case, the time of completion of work gets extended, the contractor shall get the validity of PG extended time for completion of work plus 60 (Sixty) days. (1)If Railway PSUs are awarded contracts through competitive bidding (Open Tender, Special limited Tender etc.,) the normal rule regarding submission of Performance Guarantee as applicable to other tenderer/s. shall be applicable to these PSUs. (2)Wherever the Railway PSUs are awarded works contracts by Railways, on Single Tender basis, they are exempted from the requirement of submitting Performance Guarantee. (3)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% (Five Percent) of the original value of contract would be levied.	No	No	Not Allowed
4.1.4	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.	No	No	Not Allowed
5	Clause 26A to GCC - Deployment of qualified Engineers at work site by the contractor:	No	No	Not Allowed
5.1	The Contractor shall also employ Qualified Graduate Engineer or Qualified Diploma Holder Engineer, based on value of contract prescribed by the ministry of railways as under: (a) One Qualified Graduate Engineer when cost of work to be executed is Rs.200 lakh & above and, (b) One Qualified Diploma Holder Engineer when cost of work to be executed is more than Rs. 25Lakh, but less than Rs.200Lakh.	No	No	Not Allowed
5.2	In case the contractor fails to employ the engineer, as aforesaid in Para 26A.1, he shall be liable to pay a penalty at the rate of Rs.40000/- and Rs.25000/- for each month or part thereof for the default period for the provisions, as contained in Para 26.A.1 (a) & (b) above respectively.	No	No	Not Allowed
5.3	No. of qualified engineers required to be deployed by the contractor for various activities contained in the works contract shall be specified in the tender document as 'special condition of contract' by the tender inviting authority.	No	No	Not Allowed
6	Maintenance Of Works : The Contractor shall at all times during the progress and continuance of the works and also for the period of maintenance specified in the Tender Form after the date of passing of the certificate of completion by the Engineer or any other earlier date subsequent to the completion of the works that may be fixed by the Engineer be responsible for and effectively maintain and uphold in good substantial, sound and perfect condition all and every part of the works and shall make good from time to time and at all times as often as the Engineer shall require, any damage or defect that may during the above period arise in or be discovered or be in any way connected with the works, provided that such damage or defect is not directly caused by errors in the contract documents, act of providence or insurrection or civil riot, and the Contractor shall be liable for and shall pay and make good to the Railway or other persons legally entitled thereto whenever required by the Engineer so to do, all losses, damages, costs and expenses they or any of them may incur or be put or be liable to by reasons or in consequence of the operations of the Contractor or of his failure in any respect.	No	No	Not Allowed
7	VARIATION IN QUANTITY: As per tender document.	No	No	Not Allowed

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8	In case of any discrepancies and doubt between this tender document and GCC-2022, Provisions of GCC-2022 along with correction slips will prevail over (same is attached along with tender).	No	No	Not Allowed
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Special Conditions

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	Attached with tender document.	No	No	Not Allowed
2	Bidders should refer for Special Conditions - General & Technical, which are attached to the tender documents in the DOCUMENTS ATTACHED TO THE TENDER. These special conditions form part of the tender document and will supplement to the conditions of tender already submitted by the tenderer. Where the provisions of these special conditions are at variance with IRSGCC and other documents mentioned above, these Special Conditions shall prevail.	No	No	Not Allowed
3	Work is to be executed with contractor own tools and plants.	No	No	Not Allowed

Undertakings

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.	No	No	Not Allowed
2	I/We also hereby agree to abide by the Indian Railways Standard General Conditions Of Contract, with all correction slips up-to-date and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by Railway in the annexed Special Conditions/Specifications, Schedule of Rates with all correction slips up-to-date for the present contract.	No	No	Not Allowed
3	I/We have read the various conditions to tender attached hereto and agree to abide by the said conditions. I/We also agree to keep this tender open for acceptance for a period of 90 days from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our Earnest Money . I/We offer to do the work for North Central Railway, at the rates quoted in the attached schedule and hereby bind myself/ourselves to complete the work in all respects within the period of completion stipulated in the tender document, from the date of issue of letter of acceptance of the tender.	No	No	Not Allowed
4	I/We hereby Confirm that the rates, rebates and/or other financial terms, if any, quoted by us 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 us anywhere else including attached documents shall not be considered for deciding inter-se ranking. However, Railways shall have the right to incorporate any such condition quoted by us, in the contract, at their discretion, if contract is placed on us.	No	No	Not Allowed

6. Documents attached with tender

S.No.	Document Name	Document Description
1	ConceptplanIDH-BKI_compressed.pdf	Concept Plan
2	AGC-100Tenderdocument.pdf	Tender Document
3	GCC_April-2022_2022_CE-I_CT_GCC-2022_POLICY_27.04.22.pdf	GCC 2022
4	GCCammdmentsACS1toACS7.pdf	GCC ammdmends ACS1 to ACS7

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

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

Signed By: AJAI KUMAR CHATURVEDI

Designation : Dy.CSTE/C/Agra

Bharat Sarkar

NAME OF WORK: - Design, Manufacturing, Supply, Installation, Testing and Commissioning of New Electronic Interlocking at Stations and IBS between Agra Fort - Bandikui section in connection with doubling work (150 km) including all Indoor & Outdoor Signaling and Telecom work of Agra division of North Central Railway.



**Office of the
Dy. Chief Signal and Telecommunication Engineer/Const.
Agra
North Central Railway**

Signature Not
Verified

Digitally signed by
AJAI KUMAR
CHATURVEDI
Date: 2024.10.24
13:11:48 IST
Reason: IREPS-CRIS
Location: New Delhi

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PART-I: TECHNICAL BID

Name of Work: - Design, Manufacturing, Supply, Installation, Testing and Commissioning of New Electronic Interlocking at Stations and IBS between Agra Fort - Bandikui section in connection with doubling work (150 km) including all Indoor & Outdoor signaling and Telecom work of Agra division of North Central Railway.

NORTH CENTRAL RAILWAY
S & T/Const, Agra
E-TENDER NOTICE

The Deputy Chief Signal & Telcom Engineer/*Construction/North Central Railway/Agra, DRM Office Campus, Agra* for and on behalf of the President of India invites open e-tender for the following work:

SN	Name of work	Approx.Cost	Bid Security	Period of completion	Cost of tender document (<u>Nil in case of e-tender</u>)
1	Design, Manufacturing, Supply, Installation, Testing and Commissioning of New Electronic Interlocking at Stations and IBS between Agra Fort - Bandikui section in connection with doubling work (150 km) including all Indoor & Outdoor signaling and Telecom work of Agra division of North Central Railway.	Rs. 550316856.15 only	Rs. 2901600.00	24 Months	NIL

Tenderer should keep the validity of their offer for minimum 90 days.

Similar nature of work:

“Any signalling work involving design, installation, testing, commissioning of EI or alterations of EI.”

Critical Dates			
Code	Activity	Date	
D0	Date of availability of tender document on www.ireps.gov.in .	24/10/2024	
D1 = D0+ 6 days	Start of submission of offer on www.ireps.gov.in	04/11/2024	
D2 = D0 + 21 days	<ul style="list-style-type: none"> End of Availability of Tender Documents at www.ireps.gov.in. Opening of tender/offer. 	18/11/2024	
The reference time for all the above activities is 15:00 hours.			
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.			
<u>Technical Eligibility Criteria:</u>			
(a)The tenderer must have successfully completed or substantially completed any of the following works during last 07 (seven) years, ending last day of month previous to the one in which tender is invited, under Government /Semi			

<p>Government /PSU:</p> <p>Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, or</p> <p>Two similar works each costing not less than the amount equal to 40% of advertised value of the tender, or</p> <p>One similar work each costing not less than the amount equal to 60% of advertised value of the tender.</p> <p>(b) (i) In case of tenders for composite works (e.g., works involving more than one distinct component, such as Civil Engineering works, S&T works, Electrical works, OHE works etc. and in the case of major bridges – substructure, superstructure etc.), tenderer must have successfully completed or substantially completed any of the following during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:</p> <p>Three similar works each costing not less than the amount equal to 30% of advertised value of each component of tender, or</p> <p>Two similar works each costing not less than the amount equal to 40% of advertised value of each component of tender, or</p> <p>One similar work each 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, any work or set of works shall be considered to be a separate component, only when cost of the component is more than ₹ Lakh/Crore each.</p>	
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Financial: As a proof of sufficient financial capacity and organizational resources, the tenderer(s) must have minimum average annual contractual turnover of V/N or V whichever is less.

Where;

V= Advertised value of the tender in crores of Rupees

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

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

The tenderers shall submit requisite information as per Annexure-VIB of **GCC- April 2022**, 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 the tender document.

Submission of Tender Documents & Opening-

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

- Technical Bids (in case of two packet system) / technical as well as financial bid(in case of single packet system) will be opened on Date D2 immediately after close of uploading of tenders.
- Financial bids of the eligible tenderers in case of two packet tender would be opened subsequently on the date and time to be notified later on.
- Tenderer may have to submit the original Documents at short notice whenever asked by Railway at any stage of tender evaluation process or 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 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.
- All relevant document should be uploaded on specified places through online on IREPS website and correct nomenclature to be written for the document

1.0 Special attention is invited for the tenderers

- a) Tender will be summarily rejected in case of non submission of Annexure-V V(A) & Q (please see the latest amendment of GCC),.
- b) In case of tender value more than Rs. 20 crore, tender will be summarily rejected in case of non submission of Annexure-H and N (bid capacity evaluation).
- c) No Technical and Financial credentials are required for tenders having advertised value up to Rs 50 lakh.
- d) Credentials if submitted in foreign currency shall be converted into Indian currency i.e., Indian Rupee as under:

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

2.0 Instructions regarding GST

- (i) GST will be applicable as per GST Act. GST Act and Rules issued from time to time by the Government/ concerned authorities.

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) Instructions to tenderer/s (c) Conditions relating to site data and specifications (d) Schedule of Items, Rates, and 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.10 crore (For Two Packet Tender) – Two packet system.

- 5.0 "JVs/Consortiums/ MOUs shall be considered in accordance with tender conditions. JV allowed for this tender.

NOTE:

1. The bidders who desire to participate against e-tenders, are advised to electronically register themselves on website www.ireps.gov.in for which they would require to obtain Class III digital certificate (if already not obtained) issued by CCA under IT Act-2000.
2. All other terms and conditions in respect of above tender are given in the tender document. In case of any discrepancies and doubt between this tender document and GCC-2022, provisions of GCC-2022 will prevail over (same is attached along with tender).
3. Only e-tenders will be accepted and tenders submitted in any other form will be summarily rejected.
4. Contractors are advised to continuously cross check the ireps web site for any changes/modifications/corrigendum in the conditions of tender. Railways will not be responsible for any ignorance on part of contractor due to any reason whatsoever.

Tender Notice No. SIG-WS-CONT-AGC-100

Copy to: -

1. The CSTE/C /NC Rly. /Prayagraj for kind information please.
2. The Dy. CVO/ Engg. /NC Rly. /Prayagraj for kind information please.
3. The Chief Public Relation Officer/ NCR/ Prayagraj for wide publication please **Dy CSTE/C/AGC shall ensure that the paper cuttings are duly incorporated in the Tender case file.**
4. Dy. FA&CAO/C/AGC is requested to kindly ensure to depute a Finance representative for opening of tender.

TENDER FORM**(TOP SHEET)****(A) Details to be filled in by Railway:**

Mode of Tender	E-Tender
Tender Notice No.	E -Tender No.: SIG-WS-CONT-AGC-100
Full name of work	Design, Manufacturing, Supply, Installation, Testing and Commissioning of New Electronic Interlocking at Stations and IBS between Agra Fort - Bandikui section in connection with doubling work (150 km) including all Indoor & Outdoor signaling and Telecom work of Agra division of North Central Railway.
Approx. cost	Rs. 550316856.15 only
Completion period	24 Months
Bid Security amount	Rs. 2901600.00
Sale/availability of tender document on Rly. Website	Tender documents will be available on IREPS web site https://www.ireps.gov.in/ from 24.10.2024 to 18.11.2024 up to 15:00hrs.
Date and time of opening of tender	18.11.2024 at 15:30 hours

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

1	Constitution of the firm/ Concern (Tick as applicable)	Sole Proprietorship/ Partnership Firm / Company/ JV/ Society/LLP/HUF
2	Full name of Sole Proprietorship/ Partnership firm/ Company/ JV/ Society (as the case may be)	
3	Year of formation/ incorporation	
4	PAN NO.	
5	Registered Office Address	
6	Address on which correspondence regarding this tender should be done	
7	Names of the Proprietor/ Partners/ JV members etc	

Note:

- i) Special attention of tenderers is drawn to clause 2.4.1 of "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 "Instruction to Tenderers" and Annexure-V & V(A), they should upload the requisite documents pertaining to their technical & financial eligibility.

Signature of the tenderer
Name of signatory_____.

(C) 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 – Rs. 2901600.00 as per GCC April-2022
3	All requisite documents/credentials mentioned in clause 2.3 of “Instructions to tenderers” pertaining to his/their technical and financial eligibility. (As applicable)
4	All requisite documents mentioned in clause 2.4 of “Instruction to tenderers” pertaining to constitution of firm/concern. (As applicable).
5	Tenderers are compulsorily required to upload certificate as per Annexure – V as stipulated in 2.2.6 & 2.2.7 of “Instruction to tenderers ”without which the offer will be considered incomplete and will be rejected summarily.
6	<p><u>Applicable for tender value more than Rs 20.00 crore.</u></p> <p>Tenderer(s) are compulsorily required to upload detail statement of works being executed/in hand on prescribed format as per Annexure-H and maximum value of contractual payment received in any one year in last three years& current financial year as per Annexure-N as stipulated in Clause No. 2.3.2 of “Instructions to Tenderer(s)” without which the offer will be considered as incomplete and will be rejected summarily.</p>
7	Tenderers are required to upload requisite details in prescribed Performa of Annexures C to G, I, J and L without which the offer is liable to be rejected.
Note	<p>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. Scanned copy of the documents, uploaded by the tenderer shall be clear & readable. However, Railway reserves the right to ask for any clarification on the documents/credentials already submitted by the tenderer along with the offer.</p> <p>ii) 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.</p> <p>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 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.</p> <p>iv) <u>Annexure Q</u>-Information Regarding Employment/ Partnership of Retired Railway Employees.</p> <p>v) <u>In case of tender value more Rs.20crore.</u></p> <p>Tenderer may please note that offers received without requisite Annexure-H and N as mentioned above, will be considered as incomplete and invalid tender and summarily rejected, for which contractor shall have no claim on Railway.</p>

(D) CHECK LIST**DOCUMENT TO BE ATTACHED WITH THE OFFER**

(For guidance to Tenderer)

SNo	Document/ Detail	Required in the form	Attached	
			Yes	No
1	Constitution of Firm	Required documents to be submitted in terms of clause 2.4 of Instruction to Tenderers of the tender document (Note: The tenderer shall clearly specify whether the tender is submitted on his own(Proprietary Firm) or on behalf of a Partnership Firm / Company / Joint Venture (JV) /Registered Society / Registered Trust / HUF etc.)		
2	Technical Eligibility Criteria: -	Completion/Performance Certificate in support of 30/40/60% (as the case may be) of similar nature of work as per clause 2.3.2.A(v) of tender document.		
3	Financial Eligibility Criteria: -	Contractual payment received as per detail at Annexure-VIB of GCC-2022 to judge the payment received as per clause 2.3.2.A(vi) of tender document.		
4	Annexure-C	Declaration form regarding site etc.		
5	Annexure-D	Declaration regarding constitution of firm		
6	Annexure-E	Plant and Machinery		
7	Annexure-F	Engineers/Personnel		
8	Annexure-G	Work executed in last seven years		
9	Annexure-H	Work in Hand - in support of Bid Capacity (Mandatory for tender value more than Rs. 20 crore)		
10	Annexure- VIB of GCC	Detail of Contractual Payment received		
11	Annexure-J	Bank Detail/RTGS		
12	Annexure-L	Performa of Completion Certificate		
13	Annexure-N	Contractual payment received in last five years - in support of Bid Capacity (Mandatorily for tender value more than Rs.20 crore)		
14	Annexure-V	Mandatory certificate to be submitted by tenderer along with the tender documents (Please see the latest amendment of GCC)		
15	Annexure-V(A)	Mandatory 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.		
15	Annexure Q	Information Regarding Employment/ Partnership of Retired Railway Employees		

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

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

- (iv) Date of purchase of non-Judicial stamp paper should be prior from the date of execution of document.

2. Signature on the document

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

5. Notarization of document

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

Annexure-1**Scanned copies of the Documents to be uploaded along with offer**

SNo	Document	Required in the form	If not submitted along with the tender, then
1	Cost of Tender Document (in terms of Clause 2.1.2 (a) of tender document)	NIL (In case of e-tender mode)	Not Applicable
2	Bid Security(in terms of Clause 3.0 of tender document)	Rs. 2901600.00	Offer will be summarily rejected
3	Constitution of Firm documents (as required in terms of Clause 2.4 of the tender document)	Scanned copies to be submitted along with the offer	<p>As per Clause 2.4.1.1 of Instruction to the tenderer,</p> <p>(1) After opening of the tender, any document pertaining to the constitution of the firm/JV/sole proprietorship/partnership firm/company/Registered Trust/Registered Society/LLP (as applicable), shall not be entertained/considered under any circumstances and no claim or representation whatsoever from the tenderer in this regard shall be entertained.</p> <p>(2) No change in the constitution of the firm/JV/sole proprietorship/partnership firm/company/ Registered Trust/Registered Society/LLP shall be permitted after opening of the tender except where necessitated due to the operation of succession law.</p> <p>(3) Offer will be summarily rejected</p>

Annexure-2**Scanned copies of the Documents required to be uploaded along with the offer**

1.	Technical Eligibility Criteria: - Completion/Performance Certificate in support of 30/40/60% (as the case may be) of similar nature of work as per clause 2.3.2.A(v) of tender document.	Summarily Rejected Note As per Note(i) of para 7 of <u>Documents to be uploaded by the tenderer(s) while submitting their offer.</u>
2.	Financial Eligibility Criteria: -Contractual payment received as per details in (Annexure-VIB) of GCC-2022 supported by Audited balance sheet as per clause 2.3.2.A (vi) of tender document.	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."
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 seven years)	Liable to be rejected
8.	Annexure-H (Work in Hand) in support of Bid Capacity) (Applicable for tender value more than Rs.20 crore)	In terms of Clause 2.3.2 of tender document Summarily Rejected
9.	Annexure-J (Bank Detail/RTGS)	Liable to be rejected
10.	Annexure-L (Performa of Completion Certificate)	Liable to be rejected
11.	Annexure-N (Contractual payment received in last three financial years) in support of Bid Capacity (Applicable for tender value more than Rs.20 crore)	In terms of Clause 2.3.2 of tender document Summarily Rejected
12.	Annexure V- Certificate to be submitted by tenderer along with the tender documents	Summarily Rejected
13.	AnnexureV(A)- 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.	Summarily Rejected
13.	Annexure Q - Information Regarding Employment/ Partnership of Retired Railway Employees.	Liable to be terminated under clause 62 of GCC 2022 if it is found in future that information has been concealed.

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. **In case tender value up to Rs.10 crore (Single packet)**
 - 3.1 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) Instructions to tenderer/s (c) Conditions relating to site data and specifications (d) Schedule of Items, Rates, and Quantities. This packet consists of both technical bid as well as Financial bid being single packet. This Bid shall contain all the documents as listed in 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 Date D2, i.e., immediately after close of uploading of tenders.
4. **In case tender value more than Rs.10 crore (Two packet system),**
 - 4.1 The tender uploaded by the tenderer(s) will consist of Two Packets/Files i.e., Packet-I/File-I and Packet-II/File-II.
 - 4.2 **Packet-I/File-I – Technical cum Commercial Bid** will be opened immediately after close of uploading of tender (D2) i.e at **15:30hrs on the stipulated date**. This Bid shall contain (a) Tender form (First sheet) (b) Instructions to tenderer/s (c) Conditions relating to site data and specifications. This Bid shall contain all the documents as listed above in 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.
 - 4.3 **Packet II/File II - FINANCIAL BID (SECOND PACKET)** of only those tenderer(s) will be opened whose Packet-I/File-I (Technical cum Commercial Bid) has been found eligible as per Tender Conditions. The time, date and venue 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.

4.4 ELECTRONIC REVERSE AUCTION (E-RA):

(Ref: RB L No. 2017/Trans/01/Policy/Pt-S dated 28.03.2018)

Process of Electronic Reverse Auction (e-RA) shall be adopted for Works tenders valued more than Rs. 50 Cr. in each case. In this tender Electronic Reverse auction will be applicable as per Railway Board's guidelines.

The details are as under:-

- a) Financial Bids in single currency/parameter only shall be allowed. This currency will be in INR (Indian

Rupee) unless otherwise specified in tender document.

- b)** The procedure discussed herein shall be fully implemented through IREPS. Any reference to Reverse Auction in these instructions shall imply e–RA.
- c)** Conduct and reporting of Reverse Auction shall be as detailed below
- d)** The essential technical and commercial parameters will be specified in a transparent manner in the tender document. No deviation to such essential Technical & Commercial conditions shall be permitted to the tenderer(s) in the electronic bid form.

e) Technical Bid & Initial Price Offer:

- (i) Bidder shall be simultaneously required to electronically submit a Technical & Commercial

Number of Tenderers Qualified for Award of contract	Number of Tenderers to be selected for Reverse Auction	Remarks
<3	Nil*	The bid disallowed from participating in the Reverse Auction shall be the highest bidders(s) in the tabulation of Initial Price Offer. In case the highest bidder quote the same rate, the Initial Price Offered 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 tenderers qualified for award of contract (round off to next higher integer)	

Bid 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.

- (ii) Offers not complying with essential technical & commercial requirements of the tender shall be declared as Ineligible for award of contract.

- (iii) Initial Price Offer of only those bidders categorized as Qualified for Award of contract shall be opened and tabulated by system separately.

f) Financial Bid:

- (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:

- (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).
- (ii) Make in India criteria: All bidders eligible for benefits under Public Procurement (Preference to Make in India) Order – 2017 (ref DIPP letter no. P-45021/2/2017-B.E-II dated 15.06.2017 & RB Lr No. 2015/RS(G)/779/5 dated 27.12.2017) , 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-se 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.
- (iii) During Reverse Auction process, bidders shall not be allowed to bid a rate higher than the lowest Initial Price Offer.

(h) Reverse auction among bids categorized as Qualified for Award of

Contract shall be conducted on IREPS platform. Bidders shall be able to see the auction screens.

PROCEDURE FOR CONDUCT AND REPORTING OF e-R.A.

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.
 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. (a) Initial e-RA period: This shall be the initial time interval for e-RA. e-RA shall be open for this duration. (b) Auto extension period: In case any offer is received in the time period equal to auto extension period before close of initial e-RA period, the e-RA shall be extended for 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. (c) Minimum decrement in percentage of value of the last successful bid.
 3. Date and time for start of e-RA shall be communicated to qualified tenderers by the convener after evaluation of the Technical Bids.
 4. After submission of Initial Price Bid, tenderers will not be allowed to revise the taxes and other levies.
 5. During auction period, identities of the participating tenderers will be kept hidden.
 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.
 7. After close of the RA, tabulation of last (minimum) bids received from all the tenderers will be generated and made visible to Railways and participating tenderers.
 8. Railway users can also view the bidding history in chronological order.
 9. Bidders not be allowed to withdraw their last offer.
 10. L-1 will be defined as the lowest bid obtained after the closure of R.A. session for Goods, Works and Services tenders.
- 5.0** Note: - Tenderer(s) to please note that after opening of tender, any document/credential pertaining to technical and financial eligibility, constitution of firm etc. shall not be entertained/ considered under any circumstances and no claim or representation whatsoever from the tenderer in this regard shall be entertained. Scanned copies of the documents, uploaded by the tenderer shall be clear & readable. However, Railway reserves the right to seek any clarification on the documents/credentials already submitted by the tenderer along with the offer.
- 6.0** 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.

- 7.0** 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 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.
- 8.0** 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.
- 9.0** 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. Any explanation desired by the tenderer(s) with regard to the rejection of his/their bid(s) shall be entertained only within 07 (seven) days of the issuing of the Letter of Acceptance (LOA) to the other eligible tenderer(s).
- 10.0** Provisions of Make in India Policy 2017 issued by Govt. of India, as amended from time to time, shall be followed for consideration of tenders.
- 11.0** Prospective tenderer(s) may contact Dy. CSTE/C/AGC(e-mail id: ajai2276@gmail.com & Mobile No. 8287958396 for obtaining further clarifications, if required, during working hours. However, any clarification sought by the contractor either on mail/mobile/in-person shall be accepted/entertained only up to 07 (seven) days prior to date of opening of tender. Railways is not bound to entertain any clarification sought after the said period.
- 12.0** **In case of any discrepancies and doubt between this tender document and GCC-2022, Provisions of GCC-2022 with latest amendment will prevail over (same is attached along with tender).**

ANNEXURE-I

North Central Railway

TENDER FORM (FIRST SHEET)

Tender No. SIG-WS-CONT-AGC-100

Name of Work: Design, Manufacturing, Supply, Installation, Testing and Commissioning of New Electronic Interlocking at Stations and IBS between Agra Fort - Bandikui section in connection with doubling work (150 km) including all Indoor & Outdoor signaling and Telecom work of Agra division of North Central Railway.

To

**The President of India,
Acting through the
Dy CSTE/C/AGC/NCR**

1. I/We _____ have read the various conditions to tender attached hereto and agree to abide by the said conditions. I/We also agree to keep this offer open for acceptance for a period of _____ days from the date fixed for closing of the tender and in default thereof, I/We will be liable for forfeiture of my/our "Bid Security". I/We offer to do the work for _____ Railway, at the rates quoted in the attached bill(s) of quantities and hereby bind myself/ourselves to complete the work in all respects within _____ months from the date of issue of letter of acceptance of the tender.
2. I/We also hereby agree to abide by the Indian Railways Standard General Conditions of Contract, with all correction slips up-to-date and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by Railway in the annexed Special Conditions/Specifications, Standard Schedule of Rates (SSOR) with all correction slips up-to-date for the present contract.
3. A Bid Security of ₹ _____ has already been deposited online/ submitted as Bank Guarantee bond. Full value of the Bid Security shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if:
 - (a) I/We do not submit the Performance Guarantee within the time specified in the Tender document;
 - (b) I/We do not execute the contract documents within **Seven days** after receipt of the notice issued by the Railway that such documents are ready; and
 - (c) I/We do not commence the work within **fifteen days** after receipt of orders to that effect;
4. (a) I/We am/are a Startup firm registered by Department of Industrial Policy and Promotion (DIPP) and my registration number is valid up to (Copy enclosed) and hence exempted from submission of Bid Security.
5. We are a Labour Cooperative Society and our Registration No. is withand hence required to deposit only 50% of Bid Security.
6. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.

Signature of the Tenderer(s)
Date:

Address of the Tenderer(s)

INSTRUCTION TO TENDERER(S)

1.0	<u>DETAILS OF WORKS:</u>
	Tenders are invited for the work as given on “ TOP SHEET ”
2.0	<u>TENDER DOCUMENTS:</u>
	<p><u>A In case of tender value upto Rs.10 crore (Single Packet)</u></p> <p>The following document will form parts of tender document:</p> <ul style="list-style-type: none"> • Top sheet, • Tender Notice, • Addendum/Corrigendum, if any, • Covering Note • Tender form (First sheet) • Instructions to tenderer/s along with related Annexures, • Conditions relating to site data and specifications along with related Annexures, • Schedule of Items, Rates, and Bill of Quantities. • This Bid shall contain all the documents as listed in 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 failing which his/their offer is likely to be rejected/summarily rejected, as applicable. <p>NOTE</p> <ul style="list-style-type: none"> • All general and detailed drawings pertaining to this work which will be issued by the Engineer or his representatives (from time to time) with all changes and modifications
	<p><u>B. In case of tender value more than Rs.10 crore (Two packet)</u></p> <p>The following document will form part of tender document:</p> <p>Packet I – Technical cum commercial Bid</p> <ul style="list-style-type: none"> • Top sheet, • Tender Notice, • Addendum/Corrigendum, if any, • Covering Note. • Tender form (first sheet), • Instructions to the Tenderers along with related Annexures, • Conditions related to Site Data and Specifications along with related Annexures. • 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. <p>Note</p> <ul style="list-style-type: none"> • All general and detailed drawings pertaining to this work which will be issued by the Engineer or his representatives (from time to time) with all changes and modifications

	<p>• Packet 2 – Financial Bid</p> <p>It will contain the Schedule of Items and Quantities with provision for quoting of rates by tenderers.</p>
2.1	<u>SUBMISSION OF TENDERS:</u>
2.1.1 (a)	<p>The offer is to be uploaded online up to 18.11.2024 by 15:00 hrs (D2) along with scanned copy of all the requisite document (as per Annexure 1 & 2 of tender notice).</p> <ul style="list-style-type: none"> • 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. • In E-tender, all submissions of documents are to be uploaded on web-site. There may be last minute hiccups and delay in uploading the 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
2.1.1	Care in submission of tender
a(i)	Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all inclusive to accord with the provisions in Clause-37 of the Standard General Conditions of Contract for the completion of works to the entire satisfaction of the Engineer.
a(ii)	Tenderers will examine the various provisions of The Central Goods and Services Tax Act, 2017(CGST)/Integrated Goods and Services Tax Act, 2017(IGST)/Union Territory Goods and Services Tax Act, 2017(UTGST)/ respective state's State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt and as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.
a(iii)	The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to railway immediately after the award of contract, without which no payment shall be released to the contractor. The contractor shall be responsible for deposition of applicable GST to the concerned authority.
a(iv)	In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, the railway shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.
b	When work is tendered for by a firm or company, the tender shall be signed by the individual legally authorized to enter into commitments on their behalf.
c	The Railway will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.
2.1.2	The tenderers shall submit a copy of certificate stating that all their statements/documents submitted along with bid are true and factual. Standard format of certificate to be submitted by the bidder is enclosed as Annexure-V. In addition to Annexure-V, in case of other than Company/Proprietary firm. Annexure -V(A) shall also be submitted by each member of a Partnership Firm / Joint Venture (JV) / Hindu Undivided Family (HUF / Limited Liability Partnership (LLP) etc, as the case may be. Non submission of above certificate(s) by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested/digitally signed by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document.

2.1.3	Cost of Tender Documents (a) The cost of tender document is Rs. NIL. (For e-tender through IREPS)
2.1.4	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.
2.2	<u>COMPLETION OF TENDER DOCUMENTS:</u>
2.2.1	<u>The tenderers shall quote the rates of one single % age "Above/Below/At par" for the Schedule i.e., Sch A, Sch B, Sch C and so on (as the case may be). Every possible fluctuation, in the rate of labour, material and 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."</u>
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 in Tender Form supplied by Railway. Any revision of rates / rebates submitted (quoted) through a separate letter whether enclosed with the bid (Tender Form) or submitted separately or mentioned elsewhere in the document other than specified place shall be liable to be ignored and will not be considered.
2.2.3	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.
2.2.4	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 <u>NOTE: The detailed breakup of items quoted in Schedule as above are to be uploaded with the Financial Bid only and not with technical bid. Any attempt to upload the financial bid/rates/cost along with technical bid will cause the summarily rejection of the offer.</u>
2.2.5	Additional conditions or stipulations should be avoided. However, 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.
2.2.6	The tenderers shall submit a copy of certificate stating that all their statements/documents submitted along with bid are true and factual. Standard format of certificate to be submitted by the bidder is enclosed as Annexure-V. In addition to Annexure-V, in case of other than Company/Proprietary firm. Annexure -V(A) shall also be submitted by each member of a Partnership Firm / Joint Venture (JV) / Hindu Undivided Family (HUF / Limited Liability Partnership (LLP) etc, as the case may be. Non submission of above certificate(s) by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested/digitally signed by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document.
2.2.7	If contents in documents uploaded/submitted by tenderers are found to be incorrect/false, action will be taken against such tenderers as per provisions contained in certificate submitted by them as Annexure –V& V(A).

	<p>(a) 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.</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 deposit/bank Guarantee (as the case may be) besides banning of business for a period of up to Two years over IR</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. Performance Guarantee/Security Deposit available with the railway (as the case may be) shall be forfeited. In addition, other dues of the contractor, if any, under this contract shall be forfeited and agency shall be banned for doing business for a period of uptoTwo years over IR.</p>
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 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
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 within a period of 24 months from the date of issue of acceptance letter.
2.2.12	<p>The tenderer whether sole proprietor / a company or a partnership firm / joint venture (JV) /registered society / registered trust / HUF / LLP etc if they want to act through agent or individual partner(s), should submit along with the tender, a copy of power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person, specifically authorizing him/them to sign the tender submit the tender and further to deal with the Tender/ Contract up to the stage of signing the agreement except in case where such specific person is authorized for above purposes through a provision made in the partnership deed / Memorandum of Understanding / Article of Association/Board resolution, failing which tender shall be summarily rejected.</p> <p>A separate power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person, shall be submitted after award of work, specifically authorizing him/them to deal with all other contractual activities subsequent to signing of agreement, if required.</p> <p>Note: A Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Appostille certificate.</p>
2.2.13	<p>Employment/Partnership etc. of Retired Railway Employees:</p> <p>(a) Should a tenderer</p> <p>i) be a retired Engineer of the gazetted rank or any other gazetted officer working before</p>

	<p>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 gazetted 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 at least 1 year 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 gazetted officer from the said service and as to whether permission for taking such contract, or if the Contractor be a partnership firm or an incorporated company, to become a partner or director as the case may be, has been obtained by the tenderer or the Engineer or officer, as the case may be from the President of India or any officer, duly authorized by him in this behalf, shall be clearly stated in writing at the time of submitting the tender.</p> <p>(b) In case, upon successful award of contract, should a tenderer depute for execution of the works under or to deal matters related with this contract, any retired Engineer of gazette rank or retired gazetted officer working before his retirement in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, and now in his employment, then the tenderer will ensure that retired Engineer or retired gazetted officer had retired from government service at least 1 year prior to the date of his employment with tenderer and in case he had retired from service within a year then he possesses the requisite permission from the President of India or any officer, duly authorized by him in this behalf, to get associated with the tenderer.</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 gazetted capacity in the Engineering or any other department of the railway, then the tenderer at the time of submission of tender, will inform the authority inviting tenders the details of such persons.</p> <p><u>Note: -If information as required as per (a), (b) and (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.</u></p> <p><u>The information shall be submitted as per Annexure-Q.</u></p>
2.3	<u>CREDENTIALS TO BE UPLOADED/SUBMITTED ALONGWITH TENDER DOCUMENTS:</u>
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 serviceable machinery, tools and plants, equipment and vehicles he/they has/have in hand for executing the work & those, he/they intends/intend to purchase.
2.3.2	The tenderer(s) must upload along with his/their tenders: -

(A)	
(i)	Statement showing similar works executed by him/them <u>Similar nature of work:</u> “Any signalling work involving design, installation, testing, commissioning of EI or alterations of EI.”
(ii)	Certificates of successful completion of his/their work (As per Annexure-L of the tender document)
(iii)	A statement of all payments received against all successfully completed work/ works in progress of all types (not necessarily similar to type of work in this tender) indicating the Organizations/Units from which the payments have been received. Necessary certificates in this regard, from the authorities who made the payments, for three preceding financial years and the current financial year up to the date of opening of the tender should be upload, duly self-attested.
(iv)	A list of their Engineering Organization and equipment, construction Tools and Plants available with them.
(v)	Technical Eligibility Criteria
	<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, under Government /Semi Government /PSU:</p> <p>Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, or</p> <p>Two similar works each costing not less than the amount equal to 40% of advertised value of the tender, or</p> <p>One similar work each costing not less than the amount equal to 60% of advertised value of the tender.</p> <p>(b) (i) In case of tenders for composite works (e.g., works involving more than one distinct component, such as Civil Engineering works, S&T works, Electrical works, OHE works etc. and in the case of major bridges – substructure, superstructure etc.), tenderer must have successfully completed or substantially completed any of the following during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:</p> <p>Three similar works each costing not less than the amount equal to 30% of advertised value of each component of tender, or</p> <p>Two similar works each costing not less than the amount equal to 40% of advertised value of each component of tender, or</p> <p>One similar work each 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, any work or set of works shall be considered to be a separate component, only when cost of the component is more than ₹ Lakh/Crore each. <u>(As per item (b) (ii) under ‘Technical’ in E-tender notice)</u></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.</p>

	<p>The scope of work covered in other remaining components shall be either executed by tenderer himself if he has work experience as mentioned in clause 7 of the Standard General Conditions of Contract or through subcontractor fulfilling the requirements as per clause 7 of the Standard General Conditions of Contract or jointly i.e., partly himself and remaining through subcontractor, with prior approval of competent authority in writing. However, if required in tender documents by way of Special Conditions, a formal agreement duly notarised, legally enforceable in the court of law, shall be executed by the main contractor with the subcontractor for the component(s) of work proposed to be executed by the subcontractor(s), and shall be submitted along with the offer for considering subletting of that scope of work towards fulfilment of technical eligibility. Such subcontractor must fulfill technical eligibility criteria as follows:</p> <p>The subcontractor shall have successfully completed at least one work similar to work proposed for subcontract, costing not less than 35% value of work to be subletted, in last 5 years, ending last day of month previous to the one in which tender is invited through a works contract.</p> <p>Note: for subletting of work costing up to Rs 50 lakh, no previous work experience of subcontractor shall be asked for by the Railway.</p> <p><u>In case after award of contract or during execution of work it becomes necessary for contractor to change subcontractor, the same shall be done with subcontractor(s) fulfilling the requirements as per clause 7 of the Standard General Conditions of Contract, with prior approval of competent authority in writing.</u></p> <p><u>Note for 2.3.2 A (v): -</u></p> <p>Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organisation, work experience certificate issued by Public listed company having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of closing of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates.</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>
(vi)	<u>Financial Eligibility Criteria:</u>
(a)	<p>As a proof of sufficient financial capacity and organizational resources, the tenderer(s) must have minimum average annual contractual turnover of V/N or V whichever is less.</p> <p>Where</p> <p>V= Advertised value of the tender in crores of Rupees</p> <p>N= Number of years prescribed for completion of work for which bids have been invited.</p> <p>The average annual contractual turnover shall be calculated as an average of "total contractual payments" in the previous three financial years, as per the audited balance sheet. However, in case balance sheet of the previous year is yet to be prepared/ audited, the audited balance sheet of the fourth previous year shall be considered for calculating average annual contractual turnover.</p> <p>The tenderers shall submit requisite information as per Annexure-VIB of GCC- April 2022, along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet.</p>

(b)	The following will be applicable in evaluating the eligibility/Explanation of Eligibility Criteria
(i)	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.
(ii)	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 fulfilment of credentials.
(iii)	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 fulfilment of credentials.
(iv)	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.
(v)	If a part or a component of work is completed but the overall scope of contract is not completed, this work shall not be considered for fulfilment of technical credentials even if the cost of part completed work/component is more than required for fulfilment of credentials.
(vi)	In case a work is considered similar in nature for fulfilment 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.
(vii)	The value of final bill including PVC amount-if paid, or otherwise in case final bill is pending the contract cost in last approved variation statement plus PVC amount paid or cumulative amount paid up to last on-account bill including PVC amount and statutory deductions whichever is less, shall be considered as the completion cost of work.
(viii)	<u>In case of newly formed partnership firm</u> , the credentials of individual partners from previous propriety firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution / split and their share in newly formed partnership firm. For example, a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of 0.3×0.2 * value of the work done in the previous entity. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.
(ix)	<u>In case of existing partnership firm</u> , if any one or more partners quit the partnership firm, the credentials of remaining partnership firm shall be re-worked out i.e., the quitting partner(s) shall take away his credentials to the extent of his share on the date of quitting the partnership firm (e.g., in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and credentials of Rs 10 crore; in case partner C quits the firm, the credentials of this partnership firm shall remain as Rs 6 crore). For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in

	case of dissolution of partnership firm(s) etc.
(x)	<u>In case of existing partnership firm if any new other partner(s) joins the firm</u> , without any modification in the name and PAN/TAN no. of the firm, the credentials of partnership firm shall get enhanced to the extent of credentials of newly added partner(s) on the same principles as mentioned in item (vi) 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.
(xi)	Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., In a partnership firm of A&B partners, A or B partner cannot use credentials of partnership firm of A&B partners in any other partnership firm or propriety firm without leaving partnership firm of A&B partners.
(xii)	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.
(xiii)	If the percentage share among partners of a partnership firm is changed, but the partners remain the same, the credentials of the firm before such modification in the share will continue to be considered for the firm as it is without any change in their value. Further, in case a partner of partnership firm retires without taking away any credentials from the firm, the credentials of partnership firm shall remain the same as it is without any change in their value.
(xiv)	In a partnership firm "AB" of A&B partners, in case A also works as propriety firm "P" or partner in some other partnership firm "AX", credentials of A in propriety firm "P" or in other partnership firm "AX" earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB.
(xv)	In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm.
(xvi)	In case company A is merged with company B, then company B would get the credentials of company A also.
Note (a):	If the tenderer(s) is a JV/Consortium, each partner of JV/Consortium should have good credentials and the JV/Consortium should meet the technical and financial eligibility criteria as per the guide lines given in Annexure K and K-1.
Note (b):	If the tenderer(s) is a Partnership Firm, the conditions and the technical & financial eligibility criteria will be applicable as per guidelines given in Annexure K-2 .
(xv)	Bid Capacity: Applicable for tenders value more than Rs 20 Crore.
	For tenders having advertised value more than Rs 20 crore wherein eligibility criteria include bid capacity also, the tenderer will be qualified only if its available bid capacity is equal to or more than the total bid value of the present tender. The available bid capacity shall be calculated as under: Available Bid Capacity = $[A \times N \times 2] - 0.33 \times N \times B$ Where, A = Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender), taking into account the completed as well as works in progress. N= Number of years prescribed for completion of work for which bids has been invited, B = existing commitments and balance amount of ongoing works with the tenderer as per prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to tenderer but yet not started upto the date of inviting of tender. Note: (a) The tenderer(s) must furnish the details of

	<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 work as per the prescribed Proforma in Annexure-H of GCC- April 2022 for statement of all works in progress and also the works which are awarded to tenderer but yet not started up to the date of inviting of tender for calculating B. In case of no works in hand, a Nil statement should be furnished. Document in support of above statement must be attached.</p> <p>This statement should be submitted duly verified by Chartered Accountant.</p> <p>(b) In case of JV, the tenderer(s) must furnish the details of existing commitments and balance amount of ongoing works with each member of JV as per the prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to tenderer but yet not started upto the date of inviting of tender. In case of no works in hand, a 'NIL' statement should be furnished.</p> <p>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>Note: In case the tenderer(s) fails to upload the above statements (Annexure-H) along with offer, it will be considered incomplete and will be summarily rejected.</p> <ul style="list-style-type: none"> The available bid capacity of tender shall be assessed based on the details/document uploaded by the tenderer. In case the available Bid capacity is lesser than advertised cost of work put to tender, his offer shall not be considered even if he has been found eligible in other eligibility criteria.
(xvi)	No Technical and Financial credentials are required for tenders having advertised value up to Rs 50 lakh.
2.4	<u>CONSTITUTION OF THE FIRM:</u>
2.4.1	<p>(i) The tenderer shall clearly specify whether the tender is submitted on his own (Proprietary Firm) or on behalf of a Partnership Firm / Company / Joint Venture (JV) / Registered Society / Registered Trust / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. The tenderer(s) shall enclose the attested copies of the constitution of their concern, and copy of PAN Card along with their tender. Tender Documents in such cases are to be signed by such persons as may be legally competent to sign them on behalf of the firm, company, association, trust or society, as the case may be.</p> <p><u>(ii) Following documents shall be submitted by the tenderer:</u></p>
(A)	<u>Sole Proprietorship firm:</u>
	(i) All other documents in terms of explanatory notes in clause 2.3 above.
(B)	<u>Partnership Firm:</u>
	<p><u>The following documents shall be submitted by the partnership firm, with the tender:</u></p> <p>(i) A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar.</p> <p>(ii) A notarized or registered copy of Power of Attorney in favour of the individual to tender for the work, sign the agreement etc. and create liability against the firm.</p> <p>(iii) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP in which they were / are partners/members. Any Concealment / wrong information in regard to above</p>

	<p>shall make the bid ineligible or the contract shall be determined under Clause 62 of the Standard General Conditions of Contract. (Standard Performa as per Annexure-T)</p> <p>(iv) All other documents in terms of explanatory notes in clause 2.3 above.</p> <p><u>Evaluation of eligibility of a partnership firm:</u></p> <p>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) and (vi) of eligibility criteria by the partnership firm.</p>
(C)	<u>Joint Venture (JV):</u>
	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 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. <u>(The MOU Format for this purpose is enclosed as Annexure K1).</u>
(2)	Notarised Power of Attorney/authorization duly executed by all JV constituents, in favour of the individual signing the tender document, negotiate, execute, sign etc. on behalf of the JV; and <u>(Standard Performa as per Annexure O-3)</u>
(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 partnership firm(s), following documents shall be uploaded/submitted.
	<p>(i) A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar.</p> <p>(ii) A copy of consent of all the partners or individual authorized by partnership firm, to enter into the Joint Venture Agreement on a stamp paper. <u>(Standard Performa as per Annexure O-4)</u></p> <p>(iii) A notarized or registered copy of Power of Attorney in favour of the individual to sign the MOU/JV Agreement on behalf of the partnership firm and create liability against the firm. <u>(Standard Performa as per Annexure O-5)</u></p> <p>(iv) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP in which they were / are partners/members. 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. <u>(Standard Performa as per Annexure-T)</u></p>
(ii)	<p>In case one or more members of JV is/are Proprietary Firm or HUF, the following documents shall be uploaded/submitted:</p> <p>(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. <u>(Standard Affidavit as per Annexure O-6)</u></p>
(iii)	In case one or more members of JV is/are Companies, the following documents shall be submitted/uploaded:
	(a) A copy of resolutions of the Directors of the Company, permitting the company to

	<p>enter into a JV agreement. <u>(Standard format as per Annexure-O-8)</u></p> <p>(b) Copy of Memorandum and Articles of Association of the Company duly registered as per prevailing law.</p> <p>(c) 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<u>(Standard Performa as per Annexure O-7)</u></p> <p>(d) A copy of Certificate of Incorporation</p>
(iv)	<p>In case one or more members of JV is/are LLP firm, the following documents shall be submitted/uploaded:</p> <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 <u>(Standard proforma as per Annexure O-13)</u></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. <u>(Standard proforma as per Annexure O-14)</u></p> <p>(v) An undertaking by all partners of the LLP that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were / are partners/members. 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. <u>(Standard Performa as per Annexure-T)</u></p>
(v)	<p>In case one or more members of the JV is/are Society/s or Trust/s, the following documents shall be submitted:</p> <p>(i) A copy of Certificate of Registration</p> <p>(ii) A copy of Memorandum of Association of Society/Trust Deed</p> <p>(iii) A copy of Rules & Regulations of the Society</p> <p>(iv) A copy of Power of Attorney, in favour of the individual to sign the tender documents and create liability against the Society/Trust.</p>
4.	All other documents in terms of explanatory notes in clause 2.3 above.
(D)	<u>Company:</u>
	<p>If the tender is uploaded on behalf of a Company registered under Companies Act-2013, the tenderer must submit/upload the following documents:</p> <p>(i) Copy of the MOA (Memorandum of Association) and AOA (Article of Association) of the company</p> <p>(ii) A copy of Certificate of Incorporation</p> <p>(iii) A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company. <u>(Standard Performa as per Annexure O-9)</u></p> <p>(vi) All other documents in terms of explanatory notes in clause 2.3 above.</p>
(E)	<u>Registered Society & Registered Trust:</u>
	<p>The tenderer must uploadfollowing,</p> <p>(1) A copy of Certificate of Registration</p>

	<p>(2) A copy of Memorandum of Association of Society/Trust Deed</p> <p>(3) A copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust.</p> <p>(4) A copy of Rules & Regulations of the Society</p> <p>(5) All other documents in terms of explanatory notes in clause 2.3 above.</p>
(F)	<p>LLP (Limited Liability Partnership) Firm:</p> <p>If the tender is submitted on behalf of a LLP Firm registered under LLP Act-2008, the tenderer shall upload along with the tender-</p> <p>(iv) A copy of LLP Agreement</p> <p>(v) A copy of Certificate of Incorporation</p> <p>(vi) A copy of Power of Attorney/Authorisation issued by the LLP Firm (Standard Performa as per Annexure O-11) along with notarised copy of resolution of partners (Standard proforma as per Annexure O-12) in favour of the individual to sign the tender on behalf of the LLP Firm. and create liability against the LLP.</p> <p>(vii) 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. (Standard Performa as per Annexure-T)</p> <p>(viii) All other documents in terms of explanatory notes in clause 2.3 above.</p>
G.	<p>HUF:</p> <p>(i) A copy of notarized affidavit on Stamp Paper declaring that he who is submitting the tender on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF</p> <p>(ii) All other documents in terms of explanatory notes in clause 2.3 above.</p>
2.4.1.1	<ul style="list-style-type: none"> • After opening of the tender, any document pertaining to the constitution of the firm/JV/sole proprietorship/partnership firm/company/Registered Trust/Registered Society/LLP (as applicable), shall not be entertained/considered under any circumstances and no claim or representation whatsoever from the tenderer in this regard shall be entertained. • No change in the constitution of the firm/JV/sole proprietorship/partnership firm/company/ Registered Trust/Registered Society/LLP shall be permitted after opening of the tender except where necessitated due to the operation of succession law. <p>Note:</p> <ol style="list-style-type: none"> 1. If all the requisite documents pertaining to the constitution of the firm/ JV/ sole proprietorship/ partnership firm/ company/ Registered Trust/ Registered Society/ LLP etc., as specified in clause 2.4.1 above, are not submitted, offer will be considered as incomplete and shall be summarily rejected. 2. Standard Proforma/Affidavit O-1 to O-14 are given as per Constitution of Firm requirement in respective clause of Sole Proprietorship firm/Partnership firm/JV/Company Registered Trust/Registered Society/LLP for guidance purpose.
2.4.2	<p>(a) If the tenderer(s) expire(s) after the submission of his / their tender or after the acceptance of his / their offer, the Railway shall deem such tender cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the Railway shall deem such tender as cancelled, unless the firm retains its character.</p> <p>(b) NOTE: The Railway will not be bound by any power of attorney granted by the</p>

	<u>tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.</u>						
2.5	<u>INCOME TAX DEDUCTION:</u>						
2.5.1	Under Section 194-C of the Income Tax Act 1961, deduction of 1.5% plus surcharge as applicable on Income Tax will be made for sums paid for carrying out the work under this contract.						
3.0	<p><u>Bid Security:</u> Rs 2901600.00 as per GCC April-2022</p> <p>(1) (a) The tenderer shall be required to submit the Bid Security with the tender for the due performance with the stipulation to keep the offer open till such date as specified in the tender, under the conditions of tender. The Bid Security shall be as under:</p> <table border="1"> <thead> <tr> <th>Value of the Work</th><th>Bid Security</th></tr> </thead> <tbody> <tr> <td>For works estimated to cost up to ₹ 1 crore</td><td>2% of the estimated cost of the work</td></tr> <tr> <td>For works estimated to cost more than ₹ 1 crore</td><td>₹ 2 lakh plus ½% (half percent) of the excess of the estimated cost of work beyond ₹ 1 crore subject to a maximum of ₹ 1 crore</td></tr> </tbody> </table> <p>Note:</p> <p>(i) The Bid Security shall be rounded off to the nearest ₹100. This Bid Security shall be applicable for all modes of tendering.</p> <p>(ii) Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of Bid Security detailed above.</p> <p>(iii) Labour Cooperative Societies shall submit only 50% of above Bid Security detailed above.</p> <p>(b) It shall be understood that the tender documents have been issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Engineer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the Railway.</p> <p>(c) If his tender is accepted, this Bid Security mentioned in sub para (a) above will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract. The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.</p> <p>(2) The Bid Security shall be deposited either in cash through e-payment gateway or submitted as Bank Guarantee bond from a scheduled commercial bank of India or as mentioned in tender documents. The Bank Guarantee bond shall be as per Annexure-VIA of GCC- April 2022 and shall be valid for a period of 90days beyond the bid validity period.</p> <p>(3) In case, submission of Bid Security in the form of Bank Guarantee, following shall be ensured:</p>	Value of the Work	Bid Security	For works estimated to cost up to ₹ 1 crore	2% of the estimated cost of the work	For works estimated to cost more than ₹ 1 crore	₹ 2 lakh plus ½% (half percent) of the excess of the estimated cost of work beyond ₹ 1 crore subject to a maximum of ₹ 1 crore
Value of the Work	Bid Security						
For works estimated to cost up to ₹ 1 crore	2% of the estimated cost of the work						
For works estimated to cost more than ₹ 1 crore	₹ 2 lakh plus ½% (half percent) of the excess of the estimated cost of work beyond ₹ 1 crore subject to a maximum of ₹ 1 crore						

	<ul style="list-style-type: none"> i. A scanned copy of the Bank Guarantee shall be uploaded on e-Procurement Portal (IREPS) while applying to the tender. ii. The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document before closing date for submission of bids (i.e. excluding the last date of submission of bids). iii. Non submission of scanned copy of Bank Guarantee with the bid on e-tendering portal (IREPS) and/or non submission of original Bank Guarantee within the specified period shall lead to summary rejection of bid. iv. The Tender Security shall remain valid for a period of 90 days beyond the validity period for the Tender. v. The details of the BG, physically submitted should match with the details available in the scanned copy and the data entered during bid submission time, failing which the bid will be rejected vi. The Bank Guarantee shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification "Bid for the ***** Project" and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right-hand top corner of the envelope. vii. The envelope shall be addressed to the officer and address as mentioned in the tender document. viii. If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.
3.1.1	<ul style="list-style-type: none"> (a) Subject to exemptions provided under para 5(1) (a) of Part-1 (ITT) of this document, the tender must be accompanied by a Bid Security as mentioned in tender documents, failing which the tender shall be summarily rejected. (b) The Tenderer(s) shall keep the offer open for a minimum period of 90 days (in case of two packet system of tendering 90days) from the date of closing of the Tender. It is understood that the tender documents have been issued to the Tenderer(s) and the Tenderer(s), is / are permitted to tender in consideration of the stipulation on his / their part that after submitting his / their tender subject to the period being extended further, if required by mutual agreement from time to time, he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to _____ Railway. Should the tenderer fail to observe or comply with the foregoing stipulation, the amount deposited or Bank guarantee bond submitted as Bid Security for the due performance of the above stipulation, shall be forfeited to the Railway. (c) If his tender is accepted, <ul style="list-style-type: none"> 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 fulfilment of the contract in terms of Clause 16 of the Standard General Conditions of Contract; ii. the Bid Security mentioned in sub para(a) above submitted as Bank guarantee bond, will be encashed as part security for the due and faithful fulfilment of the contract in terms of Clause 16 of the Standard General Conditions of Contract. iii. The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation to the Bid Security that may happen thereto while in their possession, nor be liable to pay interest thereon. (d) In case Contractor submits the Term Deposit Receipt/Bank Guarantee

	Bond towards either the Full Security Depositor the Part Security Deposit equal to or more than Bid Security, the Railway shall return the Bid Security so retained as per sub para(c) above, to the Contractor.
4.0	<u>ACCEPTANCE OF TENDER</u>
4.1	(i) IF THE TENDERER(S) DELIBERATELY GIVES WRONG INFORMATION/CREDENTIALS/ DOCUMENTS IN HIS/THEIR TENDERS AND THEREBY 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 OVER IR".
	(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 Security deposit/Bank Guarantee (as the case may be) shall be forfeited besides suspending business with him/them upto five years over IR.
4.2	The authority for acceptance of the tenders' rests with CAO/C/NCR or any other authority (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/s shall be required to execute an agreement with the President of India acting through the CSTE/C/NCR or any other authority (as the case may be) for carrying out of the work as per agreed conditions.
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 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 works 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.
4.3.4	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.
4.4	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	<p><u>Variation in quantity</u></p> <p><u>Modification to Contract to be in Writing:</u> In the event of any of the provisions of the contract required to be modified after the contract documents have been signed, the modifications shall be made in writing and signed by the Railway and the Contractor and no work shall proceed under such modifications until this has been done. Any verbal or written arrangement abandoning, modifying, extending, reducing or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on the Railway unless and until the same is incorporated in a formal instrument and signed by the Railway and the Contractor, and till then the Railway shall have the right to repudiate such arrangements.</p> <p><u>Powers of Modification to Contract:</u> The Engineer on behalf of the Railway shall be entitled by order in writing to enlarge or extend, diminish or reduce the works or make any alterations in their design, character position, site, quantities, dimensions or in the method of their execution or in the combination and use of materials for the execution thereof or to order any additional work to be done or any works not to be done and the Contractor will not be entitled, to any compensation for any increase/reduction in the quantities of work but will be paid only for the actual amount of work done and for approved materials supplied against a specific order.</p>
4.7.1	<p>The tenderer/contractor will be bound to execute the additional quantities on the following terms and conditions.</p> <p><u>Valuation of Variations:</u> The enlargements, extensions, diminution, reduction, alterations or additions referred to in 4.7.1.1 of this Clause shall in no degree affect the validity of the contract; but shall be performed by the Contractor as provided therein and be subject to the same conditions, stipulations and obligations as if they had been originally and expressively included and provided for in the Specifications and Drawings and the amounts to be paid therefor shall be calculated in accordance with the accepted Schedule of Rates. Any extra items/quantities of work falling outside the purview of the provisions of Sub-Clause (2) above shall be paid for at the rates determined under Clause-39 of these Conditions.</p>
4.7.1.1	<p><u>Variation in items whose original agreement value is more than 1% of the total agreement value (Major value items)</u></p> <p>(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.</p> <p>(ii) The Contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever upto the limit of 25% variation in quantity of individual item of works.</p> <p>(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</p> <ul style="list-style-type: none"> (a) Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender; (b) Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender; (c) Variation in quantities of individual items beyond 150% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.
4.7.1.2	<p><u>Variation to quantities of Minor Value Item:</u></p> <p>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.</p>

	<p>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;</p> <p>d. (ii) Quantities operated in excess of 100% but upto 200% of the agreement quantity of the concerned minor value item, shall be paid at 98% of the rate awarded for that item in that particular tender;</p> <p>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.</p>
4.7.1.3	<ul style="list-style-type: none"> • In case of earthwork, 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. • In case of foundation work, no variation limit shall apply and the work shall be carried out by the Contractor on agreed rates irrespective of any variation. • As far as SOR items are concerned, the variation limit of 25% would apply to the value of SOR schedule as a whole and not on individual SOR items. However, in case of NS items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).
5.0	<u>Security Deposit and Performance Guarantee on Acceptance of Tender</u>
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 Depositor the Part Security Deposit equal to or more than Bid Security, the Railway shall return the Bid Security, to the Contractor.</p> <p>Balance of Security Deposit may be deposited by the Contractor in cash or Term Deposit Receipt issued from Scheduled commercial bank of India or irrevocable Bank Guarantee bond issued from Scheduled commercial bank of India, or may be recovered at the rate of 6% of the bill amount till the full Security Deposit is recovered. Provided also that in case of defaulting Contractor, the Railway may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained (including amount guaranteed through Performance Guarantee) may not exceed 10% of the total value of the contract.</p> <p>The Irrevocable Bank Guarantee submitted towards Security deposit shall be initially valid up to the stipulated date of Maintenance period plus 60 days and shall be extended from time to time, depending upon extension of contract granted in terms of Clause 17A and 17B of the Standard General Conditions of Contract.</p> <p>Note: Security Deposit deposited in cash by the Contractor or recovered from the running bills of a Contractor or submitted by contractor as Term Deposit Receipt(s) can be refunded/returned to the contractor, in lieu of irrevocable Bank Guarantee bond issued from scheduled commercial bank of India, to be submitted by him, for an amount equal to or 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>

5.1.1	<p>Refund of Security Deposit: Security Deposit shall be returned to the Contractor along with or after the following:</p> <p>(a) Final Payment of the Contract as per clause 51. (1) of GCC, and</p> <p>(b) Execution of Final Supplementary Agreement or Certification by Engineer that Railway has No Claim on Contractor, and</p> <p>(c) Issue of Maintenance Certificate on expiry of the maintenance period as per clause 50. (1) of GCC.</p> <p>Note: -</p> <p>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>Forfeiture of Security Deposit: Whenever the contract is rescinded as a whole under clause 62 (1) of GCC, the Security Deposit already with railways under the contract shall be forfeited. However, in case the contract is rescinded in part or parts under clause 62 (1) of GCC, the Security Deposit shall not be forfeited.</p>
5.1.3	<p>No interest shall be payable upon the Bid Security and Security Deposit or amounts payable to the Contractor under the Contract, but Government Securities deposited in terms of Sub-Clause 16. (4)(b) of this clause will be payable with interest accrued thereon.</p>
5.2	<p>Performance Guarantee: The procedure for obtaining Performance Guarantee is outlined below:</p> <p>The successful bidder shall have to submit a performance Guarantee (PG) within 21(twenty-one) days from the date of issue of letter of acceptance (LOA). Extension of time for submission of PG beyond 21(twenty-one) days and upto 60 days from the date of issue of LOA may be given by the authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 21(twenty-one) days, i.e., from 22nd day after the date of issue of LOA. Further, if the 60th day happens to be a declared holiday in the concerned office of the Railway, submission of PG can be accepted on the next working day. In all other cases, if the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated duly forfeiting the dues, if any, payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work.</p> <p>(a) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms amounting to 3% of the original contract value: <u>(Format as per Annexure-A)</u></p> <ul style="list-style-type: none"> (i) A deposit of cash; (ii) Irrevocable Bank Guarantee; (iii) Government Securities including State Loan Bonds at 5% below the market value; (iv) Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds. These forms of performance Guarantee could be either of the State Bank of India or of any of the Nationalized Banks; (v) Guarantee Bonds executed or Deposits Receipts tendered by any Scheduled Commercial Bank of India; (vi) Deposit in the post office saving Bank; (vii) Deposit in the National savings Certificates; (viii) Twelve years National Defence Certificates; (ix) Ten years Defence Deposits; (x) National Defence bonds and (xi) Unit trust certificates at 5% below market value or at the face value

	<p>whichever is less</p> <p>(xii) FDR in favour of Dy. FA&CAO/Con/AGC (free from any encumbrance).</p> <p>The value of PG to be submitted by the contractor is based on original contract value and shall not change due to subsequent variation(s) in the original contract value.</p> <p>Note: Additional PBG from abnormally low bids has been abolished.</p> <p>(c) (i) A Performance Guarantee shall be submitted by the successful Bidder after the letter of acceptance has been issued, but before signing of the agreement. This PG shall be initially valid up to the stipulated date of completion plus 60 (Sixty) days beyond that. In case, the time of completion of work gets extended, the contractor shall get the validity of PG extended time for completion of work plus 60 (Sixty) days.</p> <p>(1) If Railway PSUs are awarded contracts through competitive bidding (Open Tender, Special Limited Tender etc.) the normal rule regarding submission of Performance Guarantee as applicable to other tenderer/s. shall be applicable to these PSUs.</p> <p>(2) Wherever the Railway PSUs are awarded works contracts by Railways, on Single Tender basis, they are exempted from the requirement of submitting Performance Guarantee.</p> <p>(3) 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% (Five Percent) of the original value of contract would be levied.</p> <p>(d) 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</p> <p>(e) In the event of any or several of the courses, referred to in Clause 62-(1) of standard GCC, being adopted:</p> <p>(i) The Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any commitments or made any advances on account of or with a view to the execution of the works or the performance of the contract and Contractor shall not be entitled to recover or be paid any sum for any work thereto for actually performed under the contract unless and until the Engineer shall have certified the performance of such work and the value payable in respect thereof and the Contractor shall only be entitled to be paid the value so certified.</p> <p>(ii) In the contract which has been rescinded as a whole, the Security Deposit already with railways under the contract shall be encashed/ forfeited and the Performance Guarantee already submitted for the contract shall be encashed. The balance work shall be got done independently without risk & cost of the failed Contractor. The failed Contractor shall be debarred from participating in the tender for executing the balance work. If the failed Contractor is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm.</p> <p>Further the authorized representative of failed Contractor cannot be accepted as authorized representative in new contract.</p> <p>(iii) In the contract rescinded in part or parts,</p>
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	<p>(A) The full Performance Guarantee for the contract shall be recovered. No additional Performance Guarantee shall be required for balance of work being executed through the part terminated contract. The contract value of part terminated contract stands reduced to the balance value of work under the contract.</p> <p>(B) The Security Deposit of part terminated contract shall be dealt as per clause 16(2) of GCC.</p> <p>(C) The defaulting Contractor shall not be issued any completion certificate for the contract.</p> <p>(D) The balance work shall be got done independently without risk & cost of the failed Contractor. The failed Contractor shall be debarred from participating in the tender for executing the balance work. If the failed Contractor is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm.</p> <p>(E) Further the authorized representative of failed Contractor will not be accepted as authorized representative in new contract.</p> <p>(F) The Engineer or the Engineer's Representative shall be entitled to take possession of any materials, tools, implements, machinery and buildings on the works or on the property on which these are being or ought to have been executed, and to retain and employ the same in the further execution of the works or any part thereof until the completion of the works without the Contractor being entitled to any compensation for the use and employment thereof or for wear and tear or destruction thereof.</p> <p>(G) The Engineer shall as soon as may be practicable after removal of the Contractor fix and determine ex-parte or by or after reference to the parties or after such investigation or enquiries as he may consider fit to make or institute and shall certify what amount (if any) had at the time of rescission of the contract been reasonably earned by or would reasonably accrue to the Contractor in respect of the work then actually done by him under the contract and what was the value of any unused, or partially used materials, any constructional plant and any temporary works upon the site. The legitimate amount due to the Contractor after making necessary deductions and certified by the Engineer should be released expeditiously.</p> <p>(f) 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 (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:</p> <p>(i) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above in which event the Engineer may claim the full amount of the Performance Guarantee.</p> <p>(ii) Failure by the contractor to pay President of India any amount due, either as agreed by the Contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer.</p> <p>(iii) The Contract being determined or rescinded under clause 62 of the GCC.</p>
5.3	Participation of Railway PSUs: Please refer the item (5.2) (c) ((1), (2) and (3)) above.
6.0	<u>CONDITIONS OF CONTRACT AND SPECIFICATIONS</u>
6.1	Except where specifically stated otherwise in the tender documents the work is to be carried out in accordance with (i) Indian Railways Standard General Conditions of Contract, April-2022 amended from time to time and upto date. These standard GCC are available on Railway Board website for download. (www.indianrailways.gov.in)
6.2	<p>Order of Precedence of Documents: In a tender/contract, in case of any difference, contradiction, discrepancy, with regard to Conditions of tender/contract, Specifications, Drawings, Bill of quantities etc., forming part of the tender/contract, the following shall be the order of precedence:</p> <ol style="list-style-type: none"> Letter of Acceptance/ Letter of Award Schedule of Items, Rates & Quantities

	<ul style="list-style-type: none"> iii. Special Conditions of Contract iv. Instruction to Tenderer v. Technical Specifications as given in tender documents vi. Technical Drawings issued from RDSO, Zonal railways etc. vii. Indian Railways Standard General Conditions of Contract updated with correction slips issued up to the date of inviting of tender or as otherwise specified in the tender document. viii. Indian Railways Unified Standard Specifications (IRUSS-2019) updated with correction slips issued up to date of opening of tender or as otherwise specified in the tender document. ix. Indian Railways Unified Standard Specifications (Works and Material) 2010 updated with correction slips issued up to date of opening of tender or as otherwise specified in the tender document. x. IR Specifications/Guidelines updated with correction slips issued up to date of opening of tender or as otherwise specified in the tender document. xi. Relevant B.I.S. Codes updated with correction slips issued up to date of opening of tender or as otherwise specified in the tender document.
7.0	<u>STUDY OF DRAWINGS AND LOCAL CONDITIONS</u>
7.1	The drawings for the works can be seen in the office of the CSTE/C/NCR/PRYJ. 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.
7.2	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 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	<u>Fencing at work site</u> Contractor(s) while executing the work shall provide suitable fencing/barricading to protect/segregate the existing Railway line and Railway passengers from any damage and un-toward incident, as per the directions or plan approved by Engineer-in-charge. The payment of barricading/fencing shall be paid under the relevant N.S. item if required. 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	<u>Safety Gear:</u> 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	<u>PERIOD OF COMPLETION</u>
8.1	The entire work is required to be completed in all respects within 24 months 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 16 and/or 17 and/or 62 (as applicable) of the Indian Railways Standard General Conditions of Contract, April-2022 amended from time to time and 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 Engineer so that other works being executed in the same area either departmentally or through another agency 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. CSTE/C/AGC Officer in charge, a monthly progress report of the work done during the month on 4 th of the following month. He will also give to the Dy. CSTE/C/AGC Officer in charge, the programme of work to be done in coming month by 25 th of the preceding month. The programme will be subject to alteration or modifications at the direction of the Railways, who may discuss such modifications or alterations with the contractor as considered necessary. Approval of any programme shall not in any way relieve the contractor from any of his obligations to complete the whole of the work by the prescribed time or extended time, if any.
8.4	<u>Bonus payment Clause</u>
8.4.1	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% for each 30 days early completion of work. The period of less than 30 days shall be ignored while working out bonus. The maximum bonus shall be limited to 5% of original contract value. The completion date shall be reckoned as the date of issuance of completion certificate by engineer.
9.0	<u>RATES FOR PAYMENT</u>
9.1	The rates given in the attached schedule of rates tendered by the contractor and as accepted by the Railways will form the basis of payment for such items under this contract.
9.2	No material price variation or wages escalation on any account whatsoever the Compensation for 'Force Majeure' etc. shall be payable under this contract except price escalation clause payable as per price escalation clause, if any, provided separately in the tender documents.
9.3	The rates for any item of work not included in the (Schedule of Items, Rates and Quantities) and which the contractor may be called upon to do by Railway Administration shall be fixed by the supplementary written agreement between the contractor and the Railway before the particular item or items of work is/are executed. In the event of such agreement not being entered into and executed, the Railway may execute these works by making alternative arrangements. Railways will not be responsible for any loss or damages on this account.
9.3.1	The contractor shall work in close co-operation with the contractors, departmental staff working in the adjacent sections of railway & local authorities.
9.4	It should be specifically noted by the tenderers that no separate loading, unloading and leading charges for materials (which are supplied by the Railway) shall be paid for by the Railways and the rates quoted by the tenderer/s shall be inclusive of all these charges.

9.5	The item numbers, description, units and rates given in schedule of rates are as per NCR, Schedule of Rates, and any discrepancy during the execution of the work in the working rates, quantity and units etc. should be rectified by reference to the printed schedule of rates which be treated as authority and will be binding on the contractor.
9.6	Should there arise any items which may be necessary for the completion of work but which does not appear in the Schedule of Items, Rates and Quantities attached with tenders, its rate will be fixed by analysis of actual inputs of all types including labour and material or derived from the labour and material rates. The rates for such non-scheduled items occurring during the course of construction shall be payable subject to the approval of the competent authority. <u>No items or work requiring non-schedule rates will be carried out unless ordered to do so in writing by the Engineer.</u>
9.7	Payment for the work done will be made to the contract Standard Schedule of Rates or only when the formal agreement has been executed between the parties.
9.8	The rates quoted by the contractor and accepted by Railway as per Schedule of Items, Rates and Quantities shall form the basis of 'on account payment' or the various items under this contract. <u>The formal Contract Agreement shall be as per format at Annexure-S.</u>
9.9	In the course of execution of various items of work under schedule of Items, Rates and Quantities, running bills (On account) 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.
9.10	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.
9.11	Final payment of the balance amount due, exclusive of the security deposit required in terms of Clause-5 of these ITT, will be made after the completion of the entire work and on the certification of the Engineer that work has been completed in all respects and found satisfactory. The security deposit will be refunded after the date of completion according to Clause 5.1 of these conditions.
9.12	<u>Final SUPPLEMENTARY AGREEMENT</u> 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 full and final payment is made by the Railway to the contractor for work done and there is unequivocal no claim on either side under the contract, the parties shall execute the final supplementary agreement, if applicable, as per Annexure-B.
10.0	<u>SETTING OUT WORKS</u>
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, center line 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, road paths, waterways, foreshores banks, bridges, Railway ground and overhead 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 endanger 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.
11.0	<u>DRAWINGS FOR WORKS:</u>
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	<u>SUPPLY OF MATERIALS BY THE RAILWAYS</u>
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%, 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 cannot, 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

	<p>transit insurance shall be done by the contractor for materials like cables, IPS, LED, UFSBI, Axle Counter etc. which are supplied by Railways. The contractor will also be responsible for storing cement in damp proof conditions 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.</p> <p>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 materials as are required to be arranged by the Railway.</p>
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13.0	<u>SUPPLY OF MATERIALS BY THE CONTRACTOR/S</u>
13.1	Materials used in the work by the contractor shall conform to the NCR Standard Specifications and the relevant I.S.I./I.R.S/RDSO/RITES/TEC etc. Specifications, and should be approved by the Engineer before utilizing them on works.
13.2	It should be clearly understood that the tendered rates include wastage and wash away due to rains, storms, floods or any other cause whatsoever.
13.3	No loading, unloading, lead, lift, stacking, octroi, sales tax, toll tax, 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.
13.4	The rates quoted by the contractor as per Schedule of Items, Rates and Quantities shall form the basis of 'on <u>account payment</u> ' or the various items under this contract.
13.5	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.
13.6	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.
13.7	Final payment of the balance amount due, exclusive of the security deposit required in terms of Clause-5 of these ITT, will be made after the completion of the entire work and on the certification of the Engineer that work has been completed in all respects and found satisfactory. The security deposit will be refunded after the date of completion according to Clause 5.1 of these conditions.
14.0	<u>EMERGENCY WORK</u>
14.1	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 workmen 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 Competent authority of Railways, to the contractor.
14.2	In terms of clause 32 of Indian Railways Standard General Conditions of Contract April 2022 and amended from time to time and upto date; The materials and plant brought by the Contractor upon the site or on the land occupied by the Contractor in connection with the works and intended to be used for the execution thereof shall immediately be deemed to be the property of the Railway. Such of them as during the progress of the works are rejected by the Engineer under Clause 25 of Standard GCC or are declared by him not to be needed for the execution of the works or such as on the grant of the certificate of completion remain unused shall immediately on such rejection, declaration or grant cease to be deemed the property of the Railway and the Contractor may then (but not before) remove them from the site or the said land. This clause shall not in any way diminish the liability of the Contractor nor shall the Railway be in any way answerable for any loss or damage which may happen to or in respect of any such materials or plant either by the same being lost, stolen, injured or destroyed by fire, tempest or otherwise. Moreover, the vehicles, equipment, 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 requisitioning as essential. The decision in this regard of the Engineer-in-

	charge or his superiors shall be final and beyond the ambit of arbitration clause.
14.3	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 14.2 and notify from time to time if any change in the list of equipment/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.
14.4	The manpower, consumable items and maintenance of the above tools and plants when requisitioned shall be the responsibility of the tenderer/contractor so that the equipment, machinery, tools and plants shall be available for effective utilization at the accident sites, natural calamities, breaches sites etc.
15.0	<u>NIGHT WORK</u>
15.1	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.
16.0	<u>DISPOSAL OF SURPLUS EXCAVATED MATERIALS</u>
16.1	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.
16.2	The contractor shall within 15 days of completion of entire works remove all unused 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.
17.0	<u>SITE INSPECTION REGISTER</u>
17.1	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 within a reasonable time. The contractor will also arrange to receive all the letters etc. issued to him at the site of works.
17.2	The contractor shall, from time to time (before the surface of any portion or the site is interfered with or the work thereon 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.
17.3	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.

18.0	<u>OPENING UP OF WORK OR MATERIALS FOR INSPECTION OR TEST:</u>
18.1	Should the Engineer, or any representative consider it necessary for the purpose of enabling inspection of tests analysis to be made to verify or ascertain 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 thereof or the materials, or of workmanship 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 Contractor.
19.0	<u>GENERAL</u>
19.1	<u>PROVISION OF LIGHT SIGNALS ETC.</u> 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 the work is certified by the engineer to have been completed and taken over in accordance with the contract.
19.2	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.
19.3	<u>LABOUR</u> <u>As per clause 54 of the standard GCC, the contractor shall ensure the compliance to the various acts related to the labour welfare viz. Provision of the Minimum wages act 1948, Apprentices Act 1961, Payments of Wages Act 1936, Provisions of Contract labour (Regulation and Abolition) Act 1970, Provisions of Employees provident Fund and Miscellaneous Provisions Act 1952, Provisions of Workmen's Compensation Act 1923, etc. and other latest acts/provisions as per Govt. of India.</u> <u>NOTE: As per latest Railway board policy regarding utilisation of skilled workers in Government contracts, the contractor shall preferably deploy minimum 10% of his total workforce as certified skilled workers. Contract shall be able to procure a certificate to this effect whenever asked to do so by Railways.</u>
19.4	<u>Provisions of "The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996" and "The Building and Other Construction Workers' Welfare Cess Act, 1996":</u> The tenderers, for carrying out any construction work, shall get themselves registered with the Registering Officer under Section-7 of the Building and Other Construction Workers Act, 1996 and Rules made thereto by the concerned State Govt., and submit Certificate of Registration issued by Registering Officer of the concerned State Govt. (Labour Dept.).

19.5	<p>The Cess shall be deducted from contractor's bills as per provisions of the Act.</p> <p><u>LABOUR CAMPS</u></p> <p>The Contractor shall at his own expense make adequate arrangements for the housing, supply of drinking water and provision of latrines and urinals for his staff and workmen, directly or through the petty Contractors or sub-contractors and for temporary creche (Bal-Mandir) where 50 or more women are employed at a time. Suitable sites on Railway land, if available, may be allotted to the Contractor for the erection of labour camps, either free of charge or on such terms and conditions that may be prescribed by the Railway. All camp sites shall be maintained in clean and sanitary conditions by the Contractor at his own cost.</p> <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 log book 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>
19.6	<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>
20.0	<p><u>Non-Employment of Labourers below the age of 15:</u> The Contractor shall not employ children below the age of 15 as labourers directly or through petty Contractors or subcontractors for the execution of work. (Para 60(1) of standard GCC of April 2022)</p>
20.1	<p><u>Levy of Token Penalty</u></p> <p><u>Extension of Time for delay due to Contractor (Clause 17-B of GCC):</u></p> <p>The time for the execution of the work or part of the works specified in the contract documents shall be deemed to be the essence of the contract and the works must be completed not later than the date(s) as specified in the contract. If the Contractor fails to complete the works within the time as specified in the contract for the reasons other than the reasons specified in Clause 17 and 17A, the Railway may, if satisfied that the works can be completed by the Contractor within reasonable short time thereafter, allow the Contractor for further extension of time (Proforma at Annexure-VII) as the Engineer may decide. On such extension the Railway will be entitled without prejudice to any other right and remedy available on that behalf, to recover from the Contractor as agreed damages and not by way of penalty for each week or part of the week, a sum calculated at the rate of Liquidated Damage 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> <p>Note: In a contract, where extension(s) of time have been allowed once under clause 17B, further request(s) for extension of time under clause 17A can also be considered under</p>

	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.
21.0	<u>TAXES.</u> The contractor shall be governed by the Taxes applicable at the place of actual execution of work.
21.1	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.
21.2	Note (i) Works contracts shall be treated as supply of services as per GST Act. (ii) GST Act and Rules issued from time to time by the Government/ concerned authorities shall be applicable. (iii) If rates of existing GST or cess on GST for Works Contract is increased or any new tax /cess on Works Contract is imposed by Statute after the date of opening of tender but within the original date of completion/date of completion extended under clause 17 & 17A and the Contractor thereupon properly pays such taxes/cess, the Contractor shall be reimbursed the amount so paid. (Para 37, Page 58 of GCC of April 2022) 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. (Para 37, Page 59 of GCC of April 2022) (iv) Contractor/ suppliers/ service providers/ parties shall register their firms State wise 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.
21.3	If there is any increase/decrease/imposition of new tax/removal of existing tax by Central Govt/State Govt/Local bodies (including GST) in respect to any of the tax mentioned above, the same shall be refunded/borne to/by the contractor. This should also be kept in view before tendering, as no subsequent changes will be made in the rates payable to the contractor on this account.
21.4	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 for claiming a refund, if due,.
21.5	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.
21.6	<u>Shramik Kalyan Portal:</u> Contractor is to abide by the provisions of various labour laws in terms of above clause 54, 55, 55-A and 55-B of Standard General Conditions of Contract. In order to ensure the same, an application has been developed and hosted on website ' www.shramikkalyan.indianrailways.gov.in '. Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall

	<p>be available in public domain. The registration / updation in Portal shall be done as under:</p> <p>(a) Contractor shall apply for one time registration of his company/firm etc. in the Shramik kalyan 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 Letter of Acceptances (LoAs) issued in his favour.</p> <p>(c) The contractor once registered on the portal, shall provide details of his Letter of Acceptances (LoAs) / 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) While processing payment of any 'On Account bill' or 'Final bill' or release of 'Advances' or 'Performance Guarantee / Security deposit', contractor shall submit a certificate to the Engineer or Engineer's representatives that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramikkalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till ____Month, ____Year."</p> <p>(e) 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 Saving (RTGS). The successful tenderer on award of contract must submit RTGS/NEFT Mandate Form complete in all respects as detailed at Annexure-J 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>
22.0	<p><u>Damage to the Railway Property or Private life and Property:</u></p> <p>The Contractor shall be responsible for all risk to the work and for trespass and shall make good at his own expense all loss or damage whether to the works themselves or to any other property of the Railway or the lives, persons or property of others from whatsoever cause in connection with the works until they are taken over by the Railway, although all reasonable and proper precautions may have been taken by the Contractor. In case the Railway shall be called upon to make good any costs, loss or damages, or to pay any compensation, including that payable under the provisions of the Workmen's Compensation Act or any statutory amendments thereof to any person or persons sustaining damages as aforesaid by reason of any act, or any negligence or omissions on the part of the Contractor; the amount of any costs or charges including costs and charges in connection with legal proceedings, which the Railway may incur in reference thereto, shall be charged to the Contractor. The Railway shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings or in anticipation of legal proceedings being instituted consequent on the action or default of the Contractor, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to Contractor, as aforesaid; any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defence or compromise, and the incurring of any such expenses shall not be called in question by the Contractor.</p>
23.0	<p>Master copy of the tender document will be available in the office of Dy. CSTE/SrDSTE (as the case may be). 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 Dy. CSTE/SrDSTE (as the case may be) 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</p>

	account will be entertained.
24.0	In case tenderer opts for payment through LC, following shall be the procedure to deal release of payment through LC:
24.1	<p>(i) For all the tenders having advertised cost of Rs 10 lakh or above, the contractor shall have the option to take payment from Railways through a letter of credit (LC) arrangement.</p> <p>(ii) This option of taking payment through LC arrangement has to be exercised in IREPS (Indian Railway Electronic Procurement System - the e-application on which tenders are called by Railways) by the tenderer at the time of bidding itself, and the tenderer shall affirm having read over and agreed to the terms and conditions of the LC option.</p> <p>(iii) The option so exercised, shall be an integral part of the bidder's offer.</p> <p>(iv) The above option of taking payment through LC arrangement, once exercised by tenderer at the time of bidding, shall be final and no change shall be permitted, thereafter, during execution of contract.</p> <p>(v) In case tenderer opts for payment through LC, following shall be the procedure to deal release of payment through LC:</p> <p>(a) The LC shall be a sight LC.</p> <p>(b) The contractor shall select his Advising/Negotiating bank for LC The incidental cost towards issue of LC and its operation thereof shall be borne by the contractor.</p> <p>(c) SBI, New Delhi, Main Branch will be the nodal branch for issue of LCs based on online requests received from Railway Accounts Units for tenders opened in financial year 2018-19. SBI branches where the respective Railway Accounts Office has its Account (local SB1 branch) will be the issuance/reimbursing branch for LC issued under this arrangement. The Bank shall remain same for this tender till completion of contract. The incidental cost @0.15% per annum of LC value, towards issue of LC and operation thereof shall be borne by the contractor and shall be recovered from his bills.</p> <p>(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 finalised by the engineer in consultation with the contractor on the basis of expected progress of work.</p> <p>(e) The LC terms and conditions shall inter-alia indemnify and save harmless the Railway from and against all losses, claims and demands of every nature and description brought or recovered against the Railways by reason of any act or omission of the contractor, his agents or employees, in relation to the Letter of Credit (LC). All sums payable/borne by Railways on this account shall be considered as reasonable compensation and paid by contractor.</p> <p>(f) The LC terms and conditions shall inter-alia provide that Railways will issue a Document of Authorisation <u>(format enclosed as Annexure P)</u> 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>

25.0	<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 I.C, 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> <p><u>Price Variation Clause (PVC):</u></p> <p>1- Applicability: Price Variation Clause (PVC) shall be applicable only in tender having advertised value above Rs. 2 Crores. Provided further that, in a contract where PVC is applicable, following shall be outside the purview of price adjustments (i.e., shall be excluded from the gross value of the work for the purpose of price variation):</p> <p>a) Materials supplied by Railway to the Contractors, either free or at fixed rate;</p> <p>b) Any extra item(s) included in subsequent variation falling outside the purview of the Bill(s) of Quantities of tender, under clause 39. (1)(b) of these Standard General Conditions, unless applicability of PVC and 'Base Month' has been specially agreed, while fixing the rates of such extra item(s).</p> <p>2- Base Month: The Base Month for 'Price Variation Clause' shall be taken as the one month prior to closing of tender, unless otherwise stated elsewhere. The quarter for applicability of PVC shall commence from the month following the Base month. The Price Variation shall be based on the average Price Index of the quarter under consideration.</p> <p>3- Validity: Rates accepted by Railway Administration shall hold good till completion of work and no additional individual claim shall be admissible except:</p> <p>(a) Payment/recovery for increase/decrease in GST on works contract or imposition/removal of any tax/cess on Works Contract as per Clause 37,</p> <p>(b) Payment/recovery for overall market situation as per Price Variation Clause given hereunder.</p> <p>4- Components of various items in a contract on which variation in prices be admissible, shall be steel, cement, ferrous material, non-ferrous material, insulators, zinc and other materials, labour, plant & machinery, fuel, explosives, detonators etc. Adjustment for variation in prices of these items shall be determined in the manner prescribed.</p> <p>5- No price variation shall be admissible for fixed components.</p> <p>6- The percentages of various components in various type of works shall be as specified for all item (s)/ Bill(s) of Quantities in tender document and the same shall be fixed as per table & classifications given below:</p> <p><u>7- SIGNALING & TELECOMMUNICATION WORKS:</u></p> <p>(a) The following expressions and meanings are assigned to the value of the work done for signalling and telecommunication works:</p> <p>SIGWK = Value of signalling works for a stage payment of the item signalling works;</p> <p>INVSIG = Value of inventory for signalling works for a stage payment of the item inventory for signalling works;</p>
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	<p>INTGTESTSIG = Value of integrated testing and commission for signalling works of the Railway Project;</p> <p>COMWK= Value of telecommunication works for a stage payment of the item telecommunication works;</p> <p>INVCOM = Value of inventory for telecommunication works for a stage payment of the item inventory for telecommunication works; and</p> <p>INTGTESTCOM = Value of integrated testing and commission for telecommunication works of the Railway Project.</p> <p>(b) Price adjustment for changes in cost of signalling works and telecommunication works shall be paid in accordance with the following formula:</p> <p>(i) $\text{VSIGWK} = 0.85 \text{ SIGWK} \times [\text{PELEX} \times (\text{ELEXi} - \text{ELEXo}) / \text{ELEXo} + \text{POFC} \times (\text{OFCi} - \text{OFCo}) / \text{OFCo} + \text{PLB} \times (\text{LBi} - \text{LBo}) / \text{LBo} + \text{POTH} \times (\text{OTHi} - \text{OTHo}) / \text{OTHo} + \text{S30C} \times (\text{P30Ci} - \text{P30Co}) / \text{P30Co} + \text{S24C} \times (\text{P24Ci} - \text{P24Co}) / \text{P24Co} + \text{S19C} \times (\text{P19Ci} - \text{P19Co}) / \text{P19Co} + \text{S12C} \times (\text{P12Ci} - \text{P12Co}) / \text{P12Co} + \text{S9C} \times (\text{P9Ci} - \text{P9Co}) / \text{P9Co} + \text{S6C} \times (\text{P6Ci} - \text{P6Co}) / \text{P6Co} + \text{S4C} \times (\text{P4Ci} - \text{P4Co}) / \text{P4Co} + \text{S2C} \times (\text{P2Ci} - \text{P2Co}) / \text{P2Co} + \text{S12C2.5} \times (\text{P12C2.5i} - \text{P12C2.5o}) / \text{P12C2.5o} + \text{S2C2.5} \times (\text{P2C2.5i} - \text{P2C2.5o}) / \text{P2C2.5o} + \text{S2C25} \times (\text{P2C25i} - \text{P2C25o}) / \text{P2C25o} + \text{QC} \times (\text{PQCi} - \text{PQCo}) / \text{PQCo};$</p> <p>(ii) $\text{VINVSIG} = 0.85 \text{ SIGWK} \times [\text{PELEX} \times (\text{ELEXi} - \text{ELEXo}) / \text{ELEXo} + \text{POTH} \times (\text{OTHi} - \text{OTHo}) / \text{OTHo};$</p> <p>(iii) $\text{VINTGTESTSIG} = 0.85 \text{ INTGTESTSIG} \times [\text{PLB} \times (\text{LBi} - \text{LBo}) / \text{LBo} + \text{POTH} \times (\text{OTHi} - \text{OTHo}) / \text{OTHo};$</p> <p>(iv) $\text{VCOMWK} = 0.85 \text{ COMWK} \times [\text{PELEX} \times (\text{ELEXi} - \text{ELEXo}) / \text{ELEXo} + \text{POFC} \times (\text{OFCi} - \text{OFCo}) / \text{OFCo} + \text{PLB} \times (\text{LBi} - \text{LBo}) / \text{LBo} + \text{POTH} \times (\text{OTHi} - \text{OTHo}) / \text{OTHo} + \text{S30C} \times (\text{P30Ci} - \text{P30Co}) / \text{P30Co} + \text{S24C} \times (\text{P24Ci} - \text{P24Co}) / \text{P24Co} + \text{S19C} \times (\text{P19Ci} - \text{P19Co}) / \text{P19Co} + \text{S12C} \times (\text{P12Ci} - \text{P12Co}) / \text{P12Co} + \text{S9C} \times (\text{P9Ci} - \text{P9Co}) / \text{P9Co} + \text{S6C} \times (\text{P6Ci} - \text{P6Co}) / \text{P6Co} + \text{S4C} \times (\text{P4Ci} - \text{P4Co}) / \text{P4Co} + \text{S2C} \times (\text{P2Ci} - \text{P2Co}) / \text{P2Co} + \text{S12C2.5} \times (\text{P12C2.5i} - \text{P12C2.5o}) / \text{P12C2.5o} + \text{S2C2.5} \times (\text{P2C2.5i} - \text{P2C2.5o}) / \text{P2C2.5o} + \text{S2C25} \times (\text{P2C25i} - \text{P2C25o}) / \text{P2C25o} + \text{QC} \times (\text{PQCi} - \text{PQCo}) / \text{PQCo} + \text{PCEQP} \times (\text{CEQPi} - \text{CEQPo}) / \text{CEQPo};$</p> <p>(v) $\text{VINVCOM} = 0.85 \text{ SIGWK} \times [\text{PELEX} \times (\text{ELEXi} - \text{ELEXo}) / \text{ELEXo} + \text{PCEQP} \times (\text{CEQPi} - \text{CEQPo}) / \text{CEQPo} + \text{POTH} \times (\text{OTHi} - \text{OTHo}) / \text{OTHo};$ and</p> <p>(vi) $\text{VINTGTESTCOM} = 0.85 \text{ INTGTESTCOM} \times [\text{PLB} \times (\text{LBi} - \text{LBo}) / \text{LBo} + \text{POTH} \times (\text{OTHi} - \text{OTHo}) / \text{OTHo}].$</p> <p>Where</p> <p>VSIGWK = Increase or decrease in the cost of signalling works during the period under consideration due to changes in the rates for relevant components as specified in sub-paragraph (h);</p> <p>VINVSIG = Increase or decrease in the cost of inventory for signalling during the period under consideration due to changes in the rates for relevant components as</p>
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	<p>specified in sub-paragraph (h);</p> <p>VINTGTESTSIG = Increase or decrease in the cost of integrated testing and commissioning of signalling works of the Railway Project during the period under consideration due to changes in the rates for relevant components as specified in sub-paragraph (h);</p> <p>VCOMWK = Increase or decrease in the cost of communication works during the period under consideration due to changes in the rates for relevant components as specified in sub-paragraph (h);</p> <p>VINVCOM = Increase or decrease in the cost of inventory for telecommunications works during the period under consideration due to changes in the rates for relevant components as specified in sub-paragraph (h);</p> <p>VINTGTESTCOM = Increase or decrease in the cost of integrated testing and commissioning of telecommunication works of the Railway Project during the period under consideration due to changes in the rates for relevant components as specified in sub-paragraph (h);</p> <p>PCEQP, PELEX, PIC, PLB, POFC, and POTH are the percentages of communication equipment, electronics, PVC insulated cables, labour, optical fibre cables, and other materials respectively;</p> <p>CEQPo = The wholesale price index as published by the Ministry of Commerce and Industry, Government of India (hereinafter called “WPI”) for communication equipment for the month of the Base Month;</p> <p>CEQPi = The WPI for communication equipment for the average price index of the 3 months of the quarter under consideration;</p> <p>ELEXo = The WPI for electronics for the month of the Base Month;</p> <p>ELEXi = The WPI for electronics for the average price index of the 3 months of the quarter under consideration;</p> <p>P30Ci = Price payable per Km as adjusted in accordance with price variation Clause for size 30C x 1.5 sq mm signalling cable</p> <p>P30Co = Price per Km of cable as per purchase order/ Contract agreement.</p> <p>S30C = Percentage of size 30C x 1.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.</p> <p>P24Ci = Price payable per Km as adjusted in accordance with price variation Clause for size 24C x 1.5 sq mm signalling cable</p> <p>P24Co = Price per Km of cable as per purchase order/ Contract agreement.</p> <p>S24C = Percentage of size 24C x 1.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.</p> <p>P19Ci = Price payable per Km as adjusted in accordance with price variation Clause for size 19C x 1.5 sq mm signalling cable</p> <p>P19Co = Price per Km of cable as per purchase order/ Contract agreement.</p> <p>S19C = Percentage of size 19C x 1.5 sq mm signalling cable shall govern the price</p>
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	<p>adjustment of the contract price for signalling and telecommunication works.</p> <p>$P12C_i$ = Price payable per Km as adjusted in accordance with price variation Clause for size 12C x 1.5 sq mm signalling cable</p> <p>$P12C_o$ = Price per Km of cable as per purchase order/ Contract agreement.</p> <p>S12C = Percentage of size 12C x 1.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.</p> <p>$P9C_i$ = Price payable per Km as adjusted in accordance with price variation Clause for size 9C x 1.5 sq mm signalling cable</p> <p>$P9C_o$ = Price per Km of cable as per purchase order/ Contract agreement.</p> <p>S9C = Percentage of size 9C x 1.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.</p> <p>$P6C_i$ = Price payable per Km as adjusted in accordance with price variation Clause for size 6C x 1.5 sq mm signalling cable</p> <p>$P6C_o$ = Price per Km of cable as per purchase order/ Contract agreement.</p> <p>S6C = Percentage of size 6C x 1.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.</p> <p>$P4C_i$ = Price payable per Km as adjusted in accordance with price variation Clause for size 4C x 1.5 sq mm signalling cable</p> <p>$P4C_o$ = Price per Km of cable as per purchase order/ Contract agreement.</p> <p>S4C = Percentage of size 4C x 1.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.</p> <p>$P2C_i$ = Price payable per Km as adjusted in accordance with price variation Clause for size 2C x 1.5 sq mm signalling cable</p> <p>$P2C_o$ = Price per Km of cable as per purchase order/ Contract agreement.</p> <p>S2C = Percentage of size 2C x 1.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.</p> <p>$P12C2.5_i$ = Price payable per Km as adjusted in accordance with price variation Clause for size 12C x 2.5 sq mm signalling cable</p> <p>$P12C2.5_o$ = Price per Km of cable as per purchase order/ Contract agreement.</p> <p>S12C2.5 = Percentage of size 12C x 2.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.</p> <p>$P2C2.5_i$ = Price payable per Km as adjusted in accordance with price variation Clause for size 2C x 2.5 sq mm signalling cable</p> <p>$P2C2.5_o$ = Price per Km of cable as per purchase order/ Contract agreement.</p> <p>S2C2.5 = Percentage of size 2C x 2.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.</p> <p>$P2C25_i$ = Price payable per Km as adjusted in accordance with price variation Clause for size 2C x 25 sq mm signalling cable</p>
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$P2C25_o$ = Price per Km of cable as per purchase order/ Contract agreement.

$S2C25$ = Percentage of size 2C x 25 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

PQC_i = Price payable per Km as adjusted in accordance with price variation Clause for size 0.9mm dia, 6 Quad cable.

PQC_o = Price per Km of cable as per purchase order/ Contract agreement.

QC = Percentage of size 0.9mm dia, 6 Quad cable shall govern the price.

LBo = The consumer price index for industrial workers – All India, published by Labour Bureau, Ministry of Labour, Government of India, (hereinafter called “CPI”) for the month of the Base Month;

LBi = The CPI for industrial workers – All India for the average price index of the 3 months of the quarter under consideration;

OFC_o = The WPI for fibre cables for the month of the Base Month;

OFC_i = The WPI for fibre cables for the average price index of the 3 months of the quarter under consideration;

OTH_o = The WPI for all commodities for the month of the Base Month; and

OTH_i = The WPI for all commodities for the average price index of the 3 months of the quarter under consideration.

- (c) The following percentages shall govern the price adjustment of the Contract Price for signalling and telecommunication works:

Works Component	Signalling			Telecommunication	
	Signalling Works	Signalling inventory	Integrated testing and Commissioning	Telecommunication Works	Telecomm inventory
Electronics (PELEX)	***%	***%	—	***%	***%
Communication Equipment (PCEQP)	—	—	—	***%	***%
Optical Fibre Cable (POFC)	***%	—	—	***%	—
30C x 1.5 sq mm signalling cable(S30C)	***%	—	—	***%	—
24C x 1.5 sq mm signalling cable (S24C)	***%	—	—	***%	—
19Cx 1.5 sq mm signalling cable (S19C)	***%	—	—	***%	—

12C x 1.5 sq mm signalling cable (S12C)	***%	—	—	***%	—
9C x 1.5 sq mm signalling cable (S9C)	***%	—	—	***%	—
6C x 1.5 sq mm signalling cable (S6C)	***%	—	—	***%	—
4C x 1.5 sq mm signalling cable (S4C)	***%	—	—	***%	—
2C x 1.5 sq mm signalling cable (S2C)	***%	—	—	***%	—
12C x 2.5 sq mm signalling cable (S12C2.5)	***%	—	—	***%	—
2C x 2.5 sq mm signalling cable (S2C2.5)	***%	—	—	***%	—
2C x 25 sq mm signalling cable (S2C25)	***%	—	—	***%	—
0.9 mm dia, 6Quad cable (QC)	***%	—	—	***%	—
Labour (PLB)	***%	—	***%	***%	***%
Other materials	***%	***%	***%	***%	***%
Total	100%	100%	100%	100%	100%

(Note- the percentages may be finalized by tendering authority depending on BOQ)

FORMULAE FOR SIGNALING & TELECOM CABLE

The price payable for signalling cables is variable as per Price Variation Formula given below:

For Signalling Copper Cables:

$$P_i = P_o + CuF (Cu - Cu_o) + CCFcu (CC - CC_o) + FeF (Fe - Fe_o)$$

For Telecom Copper Cables for Jelly Filled, 0.9 mm dia, 6 quad cable

$$P_i = P_o + CuF (Cu - Cu_o) + AlFcu (Al - Al_o) + CCFcu (CC - Cc_o) + FeF (Fe - Fe_o)$$

For Aluminium Power Cables:

$$P_i = P_o + AlF (Al - Al_o) + CCFAI (CC - CC_o) + FeF (Fe - Fe_o)$$

Where,

P_i = Price payable per KM as adjusted in accordance with Price variation clause.

P_o = Price per KM of cable as per Purchase order.

CuF = Variation factor for copper

Cu_o = Price of copper Rod in Rs. Per MT

$CCFCu$ = Variation factor for PVC Compound for Copper Signalling & Telecom cable

	<p>CCo= Price of PVC Compound in Rs. Per MT</p> <p>AlF= Variation factor for Aluminium</p> <p>Alo= Price of EC grade LME Aluminium rods (Properzi rods) in Rs. Per MT.</p> <p>CCFAI = Variation factor for PVC Compound for Aluminium power cable</p> <p>FeF= Variation factor for Steel</p> <p>Feo= Price of Steel for Armour (Flat strip 4 mm. x 0.8mm/ Round 1.4mm dia) in Rs. Per MT</p> <p>(Prices per MT for Cuo, CCo, Feo, Alo as applicable on the 1st working day of the month, one month prior to the deadline for submission of bids. The above prices and indices are as published by IEEMA vide circular reference no. IEEMA (PVC) /CABLE --/--/-- one month prior to the deadline for submission of bids.)</p> <p>Cu= Price of Copper Rod in Rs. Per MT.</p> <p>CC= Price of PVC Compound in Rs. Per MT.</p> <p>Fe= Price of Steel for Armouring (Flat strip 4mm x 0.8 mm/ Round 1.4mm dia) in Rs. Per MT.</p> <p>Al = Price of EC grade LME Aluminium rods (Properzi rods) in Rs. Per MT.</p> <p>(Prices per MT for Cu, CC, Fe, Al as prevailing on 1st working day of the calendar month covering the date One month prior to the date of inspection call letter will be applicable for the calculation of updated price. The above prices and indices are as published by IEEMA vide circular reference no. IEEMA (PVC) /CABLE --/--/-- one month prior to the date of inspection.)</p> <p>The value of variation factors for copper, steel and PVC Compound are different for different sizes of signalling cables. Accordingly, the PVC formula for some of the types of signalling cable is as given under: -</p> <p>Underground Railway Signalling Cable unscreened and armoured copper conductor</p> <p>(i) Size 30 C x 1.5 sq.mm.</p> $P30C_i = P30C_o + 0.391(Cu - C_{uo}) + 0.557(CC - CC_o) + 0.425(Fe - Fe_o)$ <p>For armouring, price of steel flat strip of size 4mmx0.8mm is to be taken into consideration.</p> <p>(ii) Size 24C x 1.5 sq.mm</p> $P24C_i = P24C_o + 0.313(Cu - C_{uo}) + 0.481(CC - CC_o) + 0.398(Fe - Fe_o)$ <p>For armouring, value of steel flat strip of size 4mmx0.8mm is to be taken into consideration.</p> <p>(iii) Size 19C x 1.5 sq.mm</p> $P19C_i = P19C_o + 0.248(Cu - C_{uo}) + 0.395(CC - CC_o) + 0.343(Fe - Fe_o)$ <p>For armouring, value of steel flat strip of size 4mmx0.8mm is to be taken into consideration.</p>
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	<p>(iv) Size 12C x 1.5 sq.mm $P12C_i = P12C_o + 0.157(Cu - C_uo) + 0.277(CC - CCu) + 0.289(Fe - Feo)$ For armouring, value of steel wire size 1.4mm dia is to be taken into consideration.</p> <p>(v) Size 9C x 1.5 sq.mm $P9C_i = P9C_o + 0.117(Cu - C_uo) + 0.241(CC - CCu) + 0.383(Fe - Feo)$ For armouring, value of steel wire size 1.4mm dia is to be taken into consideration.</p> <p>(vi) Size 6Cx 1.5 sq.mm $P6C_i = P6C_o + 0.078(Cu - C_uo) + 0.199(CC - CCu) + 0.329(Fe - Feo)$ For armouring, value of steel wire size 1.4mm dia is to be taken into consideration.</p> <p>(vii) Size 4Cx1.5 sq.mm $P4C_i = P4C_o + 0.052(Cu - C_uo) + 0.152(CC - CCu) + 0.277(Fe - Feo)$ For armouring, value of steel wire size 1.4mm dia is to be taken into consideration.</p> <p>(viii) Size 2C x 4 sq.mm(multistrand) $P2C_i = P2C_o + 0.073(Cu - C_uo) + 0.156(CC - CCu) + 0.3(Fe - Feo)$ For armouring, value of steel wire size 1.4mm dia is to be taken into consideration.</p> <p>(ix) Size 12C x 2.5 sq.mm $P12C2.5_i = P12C2.5_o + 0.282 (Cu - C_uo) + 0.371 (CC - CCu) + 0.342 (Fe - Feo)$ For armouring, value of steel flat strip of size 4mmx0.8mm is to be taken into consideration.</p> <p>(x) Size 2C x 2.5 sq.mm $P2C2.5_i = P2C2.5_o + 0.047 (Cu - C_uo) + 0.139 (CC - CCu) + 0.277 (Fe - Feo)$ For armouring, value of steel wire size 1.4mm dia is to be taken into consideration.</p> <p>(xi) Size 2C x 25 sq.mm PVC insulated, armoured, Aluminium power cable $P2C25_i = P2C25_o + 0.146 (Al - A_{lo}) + 0.303 (CC - CCu) + 0.306 (Fe - Feo)$ For armouring, value of steel flat strip of size 4mmx0.8mm is to be taken into consideration.</p> <p>(xii) For Jelly filled, 0.9mm dia, 6 quad cable $PQC_i = PQC_o + 0.135 (Al - A_{lo}) + 0.139 (Cu - C_uo) + 0.515 (CC - C_{co}) + 0.693 (Fe - Feo)$ For PVC Compound Grade CW-22, is to be taken into consideration.</p> <p>8-The demands for escalation of cost shall be allowed on the basis of provisional indices as</p>
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mentioned above in Clause 46A.7. Any adjustment needed to be done based on the finally published indices shall be made as and when they become available.

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

SL	Classification	Rates to be used for calculating S _Q or S _B
1.	Reinforcement bars and other rounds	Average of per tonne rates of 10mm dia TMT & 2 dia TMT; confirming IS1786; Fe 500
2.	All types and sizes of angles, channels and joists	Average of per tonne rates of 'Angle 75x75x6mm, Steel Plate 10mm thickness and Channel 150x75 confirming IS2062, E250 Gr "A"
3.	All types and sizes of plates	Average of per tonne rates of 'MS Plates 10mm thickness and 25mm thickness; confirming IS2062, E250 Gr "A"
4.	Any other section of steel not covered in the above categories	Average of price for the 3 categories covered under 1, 2 & 3 in this table.

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

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

10- Price Variation during Extended Period of Contract

The price adjustment as worked out above, i.e., either increase or decrease shall be applicable upto the stipulated date of completion of work including the extended period of completion where such extension has been granted under Clause 17A of the Standard General Conditions of Contract. However, where extension of time has been granted due to Contractor's failure under Clause 17B of the Standard General Conditions of Contract, price adjustment shall be done as follows:

- a. In case the indices increase above the indices applicable to the last month of original completion period or the extended period under Clause 17A, the price adjustment for the period of extension granted under Clause 17B shall be limited to the amount payable as per the Indices applicable to the last month of the original completion period or the extended period under Clause 17A of the Standard General Conditions of Contract; as the case may be.

In case the indices fall below the indices applicable to the last month of original/ extended period of completion under Clause 17A, as the case may be; then the lower indices shall be adopted for the price adjustment for the period of extension under Clause 17B of the Standard General Conditions of Contract.

ANNEXURE – A

Name of the Bank: -----

President of India,

Acting through Dy. FA & CAO/C/AGC,

Agra

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

In consideration of the President of India acting through----- (Designation & address of Contract Signing Authority), -----, Prayagraj (hereinafter 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 an 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) hereinafter 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/NCR, Prayagraj, 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) Not withstanding 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) unconditionally undertakes to renew this guarantee on to extend the period of guarantee form year to

	<p>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 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.</p> <p>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 hereunder to vary any of the terms and conditions of the said contract from time to time or to postpone for any time 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 relive us from the liability.</p> <p>7. This guarantee will not be discharged by any change in the constitution of the Bank or the Contractor(s).</p> <p>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.</p> <p>9. This guarantee shall be valid upto ----- date of Completion plus 60 days). Unless extended on demand by Government. Notwithstanding anything to the contrary contained hereinbefore, our liability under this guarantee is restricted to 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.</p> <p>Dated: the day of for (indicate the name of bank)</p> <p style="text-align: right;">Signature of Banks Authorised official (Name)----- Designation with Code No.----- Full Address-----</p> <p>Witness 1..... 2.....</p>
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ANNEXURE-B**FINAL SUPPLEMENTARY AGREEMENT**

1. Articles of agreement made this day _____ in the year _____ between the President of India, acting through the _____ Railway Administration having his office at _____ herein after called the Railway of the one part and _____ of the second part.

2. Whereas the party hereto of the second part executed an agreement with the party hereto of the first part being agreement Number _____ dated _____ for the performance _____ herein after called the 'Principal Agreement'.

3. And whereas it was agreed by and between the parties hereto that the works would be completed by the party hereto of the second part on _____ date last extended and whereas the party hereto of the second part has executed the work to the entire satisfaction of the party hereto of the first part.

4. And whereas the party hereto of the first part already made payment to the party hereto of the second part diverse sums from time to time aggregating to ₹ _____ including the Final Bill bearing voucher No. _____ dated _____ of value _____ duly adjusted as per price variation clause, if applicable (the receipt of which is hereby acknowledged by the party hereto of the second part in full and final settlement of all his /its claims under the principal agreement.

And whereas the party hereto of the second part have received sum of ₹ _____ through the Final Bill bearing voucher No. _____ dated _____ duly adjusted as per price variation clause (PVC), if applicable (the receipt of which is hereby acknowledged by the party thereto of the second part) from the party hereto of the first part in full and final settlement of all his/its disputed claims under principal agreement.

Now, it is hereby agreed by and between the parties in the consideration of sums already paid by the party hereto of the first part to the party hereto of the second part against all outstanding dues and claims for all works done under the aforesaid principal agreement excluding the security deposit, the party hereto of the second part have no further dues of claims against the party hereto of the first part under the said Principal Agreement. It is further agreed by and between the parties that the party hereto of the second part has accepted the said sums mentioned above in full and final satisfaction of all its dues and claims under the said Principal Agreement.

(Applicable in case Final Supplementary Agreement is signed after release of Final Payment)

Or

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

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

Now, it is hereby agreed by and between the parties in the consideration of sums already

paid through various On Account Bills and sums to be paid through Final Bill duly adjusted as per price variation clause (PVC), if applicable, based on accepted final measurements including the security deposit by the party hereto of the first part to the party hereto of the second part against all outstanding dues and claims for all works done under the aforesaid principal agreement, the party hereto of the second part have no further dues of claims against the party hereto of the first part under the said Principal Agreement.

(Applicable in case Final Supplementary Agreement is signed before release of Final Payment)

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

Signature of the Contractor/s
India

for and on behalf of the President of

Witnesses

ADDRESS: _____

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 therein and particular the following: -

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

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

Note:

Signatures of the Tenderer/s

Annexure-D**Constitution of Firm**

1	Constitution of the firm/ concern. (Tick as applicable)	Sole Prop. / Partnership Firm/ Company/ JV/Society/LLP/HUF
2	Full name of the Sole Prop. / Partnership Firm/ Company/ JV/Society/LLP/HUF	
3	Year of formation/ incorporation	
4	(a) PAN No.	
	(b) GST No	
5	Registered Office Address	
6	Address on which correspondence regarding this tender should be done	
7	E- mail id	
8	Names of the proprietor/ partners/ JV members etc	

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		Date by which the plant would be available for use on this work	Age & condition

Signature of the Tenderer/s

ANNEXURE –F

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

	Name & Designation	Qualificatio n	Profession al experience	Organizati on with whom working	Date by which personnel will be available for this work.

Signatures of Tenderer/s

ANNEXURE-G**Statement of works executed/completed by the contractors during last seven years**

	Name and place of work	Authority /agency for which work was carried out	Date of award & agreement No. &Date

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Date of completion (original /actual)	Agreemental cost /completion cost.	Principal /Technical features of the work in brief	S.No. at which relevant certificate /documents are attached.

--

Signature of the Tenderer/s

ANNEXURE – H**Statement of works being executed/in hand by the contractor/s**

	Name and place of work	Authority/agency for whom the work is being carried out	Date of award & agreement No. & Date	Date of completion (Original/ actual)

Agreemental cost of work /likely cost (upto latest corrigendum)	Principal/ Technical features of work in brief	S.No. at which relevant certificate/Documents are attached	Payment taken till.	Balance amount of the work to be executed

Signatures of the Tenderer/s

ANNEXURE-VIB of GCC-2022

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

NAME OF BIDDER/JV PARTNER:

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

Year	Amount Currency	Exchange Rate	Indian National Rupees Equivalent
Contractual Turnover for last 3 years			

Average Annual 1. The average annual contractual turnover shall be calculated as an average of "total contractual

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

2. The information supplied shall be substantiated by data in the audited balance sheets and profit and loss accounts for the relevant years in respect of the bidder or all members constituting the bidder.

3. Contents of this form should be certified by a Chartered Accountant duly supported by Audited

Balance Sheet duly certified by the Chartered Accountant.

SEAL AND SIGNATURE OF THE BIDDER

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

(Signature of Chartered Accountant)

Name of CA: _____

Registration No: _____

(Seal)

ANNEXURE-J

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 IFS 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.

(.....)

Signature of the Investor/ Customer

Date

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

Bank's Stamp

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%) share of interest in the JV. The other members shall have a share of not less than 20% each in case of JV with upto three members and not less than 10% each in case of JV with more than three members. In case of JV with foreign member(s), the Lead Member has to be an Indian firm/company with a minimum share of 51%.
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 deposited by JV or authorized person of JV through e-payment gateway or as mentioned in tender document.
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 be modified/altered/terminated during the validity of the tender. In case the tenderer fails to observe/comply with this stipulation, suitable action as per the relevant standard GCC shall be applicable.
8. Approval for change of constitution of JV shall be at the sole discretion of the Railway. The constitution of the JV shall not be normally allowed to be modified after submission of the tender bid by the JV, except when modification becomes inevitable due to succession laws etc., provided further that there is no change in qualification of minimum eligibility criteria by JV after change of composition. However, the Lead Member shall continue to be the Lead Member of the JV. Failure to observe this requirement would render the offer invalid.
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 become inevitable due to succession laws etc. and the minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract conditions.
10. On award of contract to a JV firm, a single Performance Guarantee shall be submitted by the JV Firm as per tender conditions. All the Guarantees like performance Guarantee, Bank Guarantee for Mobilization Advance, Machinery Advance etc shall be accepted only in the name of the JV 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 shareholding 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 of Company) or before the

	<p>Registrar/Sub-Registrar under the 'The Indian Partnership Act, 1932' (in case of Partnership Firm) or under 'The LLP Act 2008' (in case of LLP). A separate PAN shall be obtained for this entity. The documents pertaining to this entity including its PAN shall be furnished to the Railways before signing the contract agreement for the work. In case the tenderer fails to observe/comply with this stipulation within 60 days of issue of LOA, contract is liable to be terminated. In case contract is terminated railway shall be entitled to forfeit the full amount of the Bid Security and other dues payable to the Contractor under this contract. The entity so registered, in the registered documents, shall have, inter-alia, following Clauses:</p> <p>11.1 Joint And Several Liability: Members of the JV Firm to which the contract is awarded, shall be jointly and severally liable to the Employer (Railways) for execution of the project in accordance with General conditions, ITT and Special conditions of the Contract. The JV members shall also be liable jointly and severally for the loss, damages caused to the Railways during the course of execution of the contract or due to non-execution of the contract or part thereof.</p> <p>11.2 Duration of the Joint Venture Agreement: 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.</p> <p>11.3 Governing Laws: The Joint Venture agreement shall in all respect be governed by and interpreted in accordance with Indian Laws.</p> <p>12. <u>Authorized Member</u>: Joint Venture Members shall authorize lead member 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 Firm.</p> <p>12.1 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>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.</p> <p>14. <u>Documents to be enclosed by the JV firm along with the tender</u>:</p> <p>14.1 In case one or more of the members of the JV firm is/are partnership firm(s), following documents shall be submitted:</p> <ul style="list-style-type: none"> (a) The Partnership Firm should be registered with Registrar of Firms on or before date of opening. Tenderer shall upload document(s) in support of registration of firm with 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. Tenderer shall also upload notarized copy of Partnership Deed or a copy of the Partnership deed registered with the Registrar. (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 (c) A notarized or registered copy of Power of Attorney (duly registered as per prevailing law) in favour of the individual to sign the MOU/JV Agreement on behalf of the partnership firm and create liability against the firm. (d) 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
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	<p>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>14.2 In case one or more members is/are Proprietary Firm or HUF, the following documents shall be enclosed: A copy of notarized affidavit on Stamp Paper declaring that his Concern is a proprietary Concern and he is sole proprietor of the Concern OR he who is signing the affidavit on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF.</p> <p>14.3 In case one or more members is/are limited companies, the following documents shall be submitted:</p> <ul style="list-style-type: none"> (a) A copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement. (b) Copy of Memorandum and Articles of Association of the Company duly registered as per prevailing law. (c) 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 (d) A copy of Certificate of Incorporation <p>14.4 In case one or more member(s) of JV firm is/are LLP firm(s) following document shall be submitted:</p> <ul style="list-style-type: none"> (a) A notarised copy of certificate of incorporation and LLP agreement. (b) A notarised copy of resolution of the partners of LLP, permitting the LLP to enter into a JV agreement. (c) A copy of authorisation/copy of power of attorney issued by the LLP (backed by resolution of partners) in favour of individual to sign the tender, sign MOU/JV agreement on behalf of the LLP and create liability against the LLP (d) An undertaking that the LLP is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of JV in which the LLP was / is a member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract. <p>14.5. In case one or more members of the JV is/are Society/s or Trust/s, the following documents shall be submitted:</p> <ul style="list-style-type: none"> (v) A copy of Certificate of Registration (vi) A copy of Memorandum of Association of Society/Trust Deed (vii) A copy of Rules & Regulations of the Society (viii) A copy of Power of Attorney, in favour of the individual to sign the tender documents and create liability against the Society/Trust. <p>14.5 All the members of the JV shall certify that they are not black listed or debarred by Railways or any other Ministry/ Department/PSU (Public Sector undertaking) of the Govt. of India/State Govt. from participation in tenders/contract on the date of opening of bids either in their individual capacity or as a member of the JV frm in which they were/are members.</p>
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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 hereunder):

(a) For Works without composite components

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

Each other (non-lead) member(s) of JV, who is/ are not satisfying the technical eligibility for the work as per para 10.1 above, shall have technical capacity of minimum 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 10.1 above, shall be satisfied by either the 'JV in its own name & style' or 'Lead member of the JV' and technical eligibility for other component(s) of work as per para 10.1 above, shall be satisfied by either the 'JV in its own name & style' or 'any member of the JV'.

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

Note:

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

15.2 Financial eligibility criteria:

The JV shall satisfy the requirement of "Financial Eligibility" mentioned at para 2.3.2(A)(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 2.3.2(A)(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)(xv) above. The arithmetic sum of individual "Bid capacity" of all the members shall be taken as JV's "Bid capacity" to satisfy this requirement.

ANNEXURE-'K-1'**FORMAT FOR JOINT VENTURE MEMORANDUM OF UNDERSTANDING/ AGREEMENT.**

THIS JOINT VENTURE MEMORANDUM OF UNDERSTANDING (MOU) AGREEMENT EXECUTED AT on thisday of

..... 20 between M/s Registered office atas 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 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 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 under :
 1. Lead partner share = ----% (At least 51%)
 2. 2nd Joint Venture Partner share = -----%
 3. 3rd Joint Venture partner share = -----%
 4. 4th Joint Venture partner share = -----%] in case of
 5. 5th Joint Venture partner share = -----%] composite tender

	<p>5. That all the parties of this Joint Venture shall depute their experienced staff as committed commensurating with their role and responsibility and as required for the successful completion of the works in close consultation with each other.</p> <p>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.</p> <p>7. That all the Bank Guarantee shall be furnished jointly by the parties in the name of Joint Venture.</p> <p>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 Consortium/ Joint Venture.</p> <p>9. That all the above noted parties i.e. not to make any change in the agreement without prior written consent of the Railway.</p> <p>NOW, the parties have joined hands to form this Joint Venture on this Day of two thousandwith reference to and in confirmation of their discussions and understanding brought on record on</p> <p>IN WITNESS THEREOF, all /both the above named parties have set their respective hands onthe day and year First above mentioned in the presence of the following witness:</p> <p>WITNESSES:</p> <p>1. First party.</p> <p>1. Second party</p>
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Annexure K-2**Guidelines for submitting tenders by Partnership Firms and their Eligibility Criteria**

If the tender is uploaded on behalf of a "Partnership firm/concern",

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

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

(iii) 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.

(iv) Once the tender has been submitted, the constitution of the firm shall not normally be allowed to be modified / altered / terminated during the validity of the tender as well as the currency of the contract except when modification becomes inevitable due to succession laws etc., in which case prior permission should be taken from Railway and in any case the minimum eligibility criteria should not get vitiated. The re-constitution of firm in such cases should be followed by a notary certified Supplementary Deed. The approval for change of constitution of the firm, in any case, shall be at the sole discretion of the Railways and the tenderer shall have no claims what-so-ever. Any change in the constitution of Partnership firm after opening 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.

If any Partner/s withdraws from the firm after opening of the tender and before the award of the contract, the offer shall be rejected. If any new partner joins the firm after opening of tender but prior to award of contract, his / her credentials shall not qualify for consideration towards eligibility criteria either individually or in proportion to his share in the previous firm. In case the tenderer fails to inform Railway beforehand about any such changes / modification in the constitution which is inevitable due to succession laws etc. and the contract is awarded to such firm, then it will be considered a breach of the contract conditions liable for determination of the contract under Clause 62 of General Conditions of Contract.

(v) 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.

(vi) The tender form shall be submitted only in the name of partnership firm.

(vii) One or more of the partners of the firm or any other person (s) shall be designated as the authorized person (s) on behalf of the firm, who will be authorized by all the partners to act on behalf of the firm through a "Power of Attorney", specially authorizing him / them to submit & sign the tender, sign the agreement, receive payment, witness measurements, sign measurement books, make correspondences, compromise / settle / relinquish any claim (s) preferred by the firm, sign "No Claim Certificate", refer all or any dispute to arbitration and to take similar such action in respect of the said tender / contract. Such "Power of Attorney" shall be notarized / registered and submitted along with the tender.

(viii) 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.

(ix) 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.

(x) In case the Letter of Acceptance (LOA) is issued to a partnership firm, the following undertakings shall be furnished by all the partners through a notarized affidavit, before signing of contract agreement.

	<p>(a) <u>Joint and several liabilities:</u> The partners of the firm to which the Letter of Acceptance (LOA) is issued, shall be jointly and severally liable to the Railway for execution of the contract in accordance with General and Special Conditions of the Contract. The partners shall also be liable jointly and severally for the loss, damages caused to the Railway during the course of execution of the contract or due to non-execution of the contract or part thereof.</p> <p>(b) <u>Duration of the partnership deed and partnership firm agreement:</u> The partnership deed/partnership firm agreement shall normally not be modified/alterd/ terminated during the currency of contract and the maintenance period after the work is completed as contemplated in the conditions of the contract. Any change carried out by partners in the constitution of the firm without permission of Railway, shall constitute a breach of the contract, liable for determination of the contract under Clause 62 of the General Conditions of Contract.</p> <p>(c) <u>Governing laws:</u> The partnership firm agreement shall in all respect be governed by and interpreted in accordance with the Indian laws.</p> <p>(d) No partner of the firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other partner/s and that of the Railway.</p> <p>(xi) The tenderer shall clearly specify that the tender is submitted on behalf of a partnership firm.</p> <p><u>The following documents shall be submitted by the partnership firm, with the tender:</u></p> <p>(i) A notarized copy of partnership deed.</p> <p>(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. <u>(Standard Performa as per Annexure O-2)</u></p> <p>(iii) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of opening of bids, either in their individual capacity or in any firm in which they were / are partners. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.</p> <p><u>Evaluation of eligibility of a partnership firm:</u></p> <p>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) and (vi) of eligibility criteria by the partnership firm.</p>
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Annexure-L

(Standard Format)

COMPLETION CERTIFICATE

Work of "----- (Full name of the work) -----" has been
Completed with following details:-

1	Name & complete address of the contractor.	
2	Nature of entity (sole prop/ partnership firm/ company / JV etc.)	
3	In case of Sole proprietorship, the name of sole proprietor	
(a)		
(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-wise break-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.

(-----)

Name & Signature
Issuing authority with seal

Date of issue of certificate: -----

Case File No.: -----

Annexure-V**FORMAT FOR CERTIFICATE TO BE UPLOADED BY TENDERER ALONGWITH THE TENDER DOCUMENTS**

I.....(Name and designation)**appointed as the attorney/authorized signatory of the tenderer (including its constituents), M/s..... (hereinafter called the tenderer) for the purpose of the Tender documents for the work of..... as per the tender No..... of..... (Railway)**, do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

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

SEAL AND SIGNATURE
OF THE TENDERER

Place:

Dated:

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

filled in suitably by tenderer.

ANNEXURE-V(A)

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

SEAL AND SIGNATURE OF THE CONSTITUENT FIRM/CONSTITUENT PARTNER

Place:

Dated:

Annexure-N**Break up of Maximum value of Contractual payment received in any one year during the last three years and current financial year under Government /Semi government/PSU**

S. No.	Financial year	Cumulative contractual payment received	Breakup of individual values included in cumulative payment (col.3)	Supporting documents (16A, 26As, Employer certificate)	Placed at S. No.
1	2	3	4a	4b	4c
			1.		
			2.		
			3.		
			4.		
			Cumulative value		

Annexure-O-1

AFFIDAVIT BY SOLE PROPRIETORSHIP FIRM

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

I.....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.....

DEPONENT

Verification:

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

DEPONENT

(seal and signature of Notary Public)

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

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

Annexure-O-2**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/oShri..... R/o.....
 (2)..... S/oShri..... 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) hereinafter referred to as 'firm', which is registered at Registration No.....by Registrar of Firms..... The firm is having its head office at..... (hereinafter to be referred as the 'Firm').

AND WHEREAS we all the above named partners have on.....(date) given our consent on behalf of firm to participate in the tender No. issued by for the work namely “

We the above named partners of above named firm do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms. S/o Shri (address) & Mr./ Ms. S/o Shri (address) as our true and lawful attorney (hereinafter referred to as “Attorney”) of the firm to jointly or severally exercise all or any of the following powers for and on behalf of M/S (name of firm) in connection with aforesaid bid:

1. To sign and submit Tender and participate in the aforesaid bid of the 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 to do any other act and complete requisite formalities on behalf of the firm in connection with completion of aforesaid tender work and to enter into liability against the firm.
4. To sign, execute the contract with 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

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

Specimen signatures of the Attorney are appended below.

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

WITNESSES:

1. Signature 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.....day of At(place).
(seal and signature of Notary Public)

Notes:

1. In this format space has been provided for entering details of four partners & two 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. The power of attorney should be duly registered as per prevailing law.

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 vide NIT No.....details of works are as under:

“ ”

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

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

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

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

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

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

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

WITNESSES:

1. Signature
Name:
Address:

Signature of authorized signatories & their
Seals:

1. First Party (signature)
Name:
Seal

2. Signature
Name:
Address:

2. Second Party (signature)
Name:
Seal

Specimen Signatures of Attorney Holder in token of acceptance:

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

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

(seal and signature of Notary Public)

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

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

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

Annexure-O-4

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/oShri..... 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)
hereinafter 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 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 in to 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.

Date:

Place:

Executants Partners

(Name) (Signature)

- | | |
|---------|-------|
| 1..... | |
| 2. | |
| 3. | |
| 4. | |

(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.

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: WHEREAS WE

- (1)..... S/o Shri..... R/o.....
 (2)..... S/oShri..... 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) hereinafter referred to as 'firm', which is registered at Registration No.....by Registrar of
 Firms..... The firm is having its head office
 at..... (hereinafter to be referred as the 'Firm').

AND WHEREAS we all the above named partners have on.....(date) given our consent on
 behalf of firm to participate in the tender No. issued by
 for the work namely
 "....." in Joint

Venture with M/S.....& M/S.....

We the above named partners of above named firm do hereby irrevocably constitute, nominate, appoint
 and authorize Mr./ Ms. S/o Shri (address) & Mr./
 Ms. S/o Shri (address) as our true and lawful
 attorney (hereinafter referred to as "Attorney") of the firm to jointly or severally exercise all or any of the
 following powers for and on behalf of M/S
 (name of firm) in connection with aforesaid bid:

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

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

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

Specimen signatures of the Attorney are appended below.

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

WITNESSES:

- | | | |
|--------------|---------------------|--------------|
| 1. Signature | Executants Partners | |
| Name: | (Name) | (Signature) |
| Address: | | |
| | 1..... | |
| | 2. | |
| | 3. | |
| | 4. | |

1. Signature

Name:

Address:

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

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

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

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

(seal and signature of Notary Public)

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

2. The document should be notarized at its place of execution.

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

Annexure-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 aboutyears
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 for the work namely "
".....
in Joint Venture and for the purpose shall enter into and execute joint venture agreement with M/S..... & M/S..... (name of other constituent(s) of joint venture).

DEPONENT

Verification:

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

DEPONENT

(seal and signature of Notary Public)

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

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

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

Annexure-O-7

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 _____) (hereinafter referred to as company) HELD ON (Date)

_____ AT (Address) _____

Whereas the Board has been described about NIT No. _____
issued by 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 _____ (name of other
constituent(s) of joint venture).

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 ofAt(place).

(seal and signature of Notary Public)

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

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

3. Each page of the document should be signed by authorized signatory(s).

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

1. To 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 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.

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

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)NameSignature.....

(2)NameSignature.....

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.

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..... (hereinafter called the 'Company').

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

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

1. To sign and submit Tender and participate in the aforesaid bid of the 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 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

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(s) in token of acceptance:

(1) Name Signature.....

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

Executed and Signed before me on this.....day of At

.....(place).

(seal and signature of Notary Public)

Notes: 1. In this format space has been provided for entering details of two authorized persons/attorney holders however if the number vary details may accordingly be entered.

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

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

Annexure-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 for the work namely " _____".
Board discussed the matter and after discussion following resolution was passed:

RESOLVED THAT the company (company name) shall participate in the above tender .

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

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

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

For the Organization,

(Seal of company & Signature of authorized person)

Name: _____

Designation: _____

Place: _____

Dated: _____

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

(Seal and signature of Notary Public)

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

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

3. Each page of the document should be signed by authorized signatory(s).

Annexure : O-11

POWER-OF-ATTORNEY FOR SIGNING OF BID (when Tenderer is LLP Firm incorporated under LLP 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 LLP Firm)

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

I.....name and designation) the authorised 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 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 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

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

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

WITNESSES:

1. Signature
Name:

Address:

Signatures of authorized representative & Seal
of LLP:

Name of authorized representative(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 vary details may accordingly be entered.

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

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

Annexure : 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 for the work namely
“ _____”.

Partners discussed the matter and after discussion following resolution was passed:

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

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

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

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

For the Organization,

(Seal of LLP & Signature of authorized person)

Name of authorized person: _____

Designation: _____

Place:

Dated:

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

(Seal and signature of Notary Public)

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).

Annexure : O-13

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

Firm's letter head)

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

Whereas the Partners have been described about NIT No. _____ issued by _____ for the work _____, namely "_____".

Partners discussed the matter and after discussion following resolution was passed:

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

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

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

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

For the Organization,

(Seal of LLP & Signature of authorized person)

Name of authorized person: _____

Designation: _____

Place: _____

Dated: _____

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

(seal and signature of Notary Public)

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

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

3. Each page of the document should be signed by authorized signatory(s).

Annexure : O-14**POWER of ATTORNEY BY A LLP Firm (incorporated under LLP 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 LLP)

KNOW ALL MEN BY THESE PRESENTS: WHEREAS M/S (name of LLP & LLPIN number) is a LLP registered under the LLP Act, 2008, and having its registered office at..... (Hereinafter called the 'LLP'). AND WHEREAS by its resolution No..... passed in the meeting held on..... of the Partners of the LLP, the LLP..... (LLP name) has decided to participate in the tender No. issued by 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 authorised 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 on behalf of the LLP.
2. To sign and submit all the necessary papers, letters, forms, quotes, bids etc.
3. To do any other act and complete requisite formalities on behalf of the LLP in connection with completion of aforesaid tender work and to enter into liability against the LLP.
4. And generally to do all such acts, deeds or things as may be necessary or proper for the purposes mentioned above.

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

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

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

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

WITNESSES:

1. Signature
Name:

Address:

Signatures of authorized representative & Seal
of LLP:

Name of authorized representative:
Designation:

2. Signature

Name:

Address:

Specimen Signatures of Attorney Holder in token of acceptance:

(1)NameSignature.....

(2)NameSignature.....

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

(Seal and signature of Notary Public)

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.

Annexure-P

LCDA No. (18 DIGIT IPAS GENERATED NO.)

Dated: _____

DOCUMENT OF AUTHORIZATION

Reference : (i) Works Contract/supply Contract No. _____ Dated _____

(ii) Inland Letter of Credit No. _____ Dated _____

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

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

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

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

THE PAYMENT: -INR _____ \$\$\$ _____

LC BALANCE AFTER THIS PAYMENT: _____ -

(Signature of authorised Railway authority)Name

Designation

Official Seal

In case of any legal dispute, Jurisdiction of Courts in Agra, UP only shall be applicable.

Signature of the Tenderer/s

Address _____

ANNEXURE-Q**Information and particulars in terms of clause 2.2.12 of Tender document****1.Information & particulars regarding employed retired railway Engineer (s)/ Officer(s) of the Gazetted rank:**

S. No	Name of Gazetted officer/ Engineer and Designation	Date of retirement	Details of obtained permission (where ever applicable)

2. Information & particulars regarding retired railway Engineer (s)/ Officer(s) of the Gazetted rank being one of the partners in partnership firm/ JV/Registered society/ Registered firm/LLP etc:

S. No	Name of Gazetted officer/ Engineer and Designation	Date of retirement	Details of obtained permission (where ever applicable)

3.Information & particulars regarding retired railway Engineer (s)/ Officer(s) of the Gazetted rank being director in the company:

S. No	Name of Gazetted officer/ Engineer and Designation	Date of retirement	Details of obtained permission (where ever applicable)

Note:

- i. Details as per above format shall be furnished by the tenderer. The format should not be left blank. In case of there being no such retired gazetted railway officer/Enginner, NIL to be furnished by tenderer.
- ii. Also submit the document of permission from the President of India or any officer, duly authorized by him on this behalf.

4. Information & particulars regarding family members employed in gazetted capacity on Indian Railway:

S. No	Name of Family member employed in Gazetted Capacity on Indian railway and Designation	Relation

Note: Details as per above format shall be furnished by the tenderer. The format should not be left blank. In case of there being no such family member, NIL to be furnished by tenderer.

(Authorized signatory)
Name of the tendering firm

Place:-
Dated

ANNEXURE – R

Registered Acknowledgement Due

PROFORMA FOR TIME EXTENSION

No. _____ Dated: _____
Sub: (i) _____ (name of work).
(ii) Acceptance letter no. _____
(iii) Understanding/Agreement no. _____
Ref: _____ (Quote specific application of
Contractor for extension to the date received)

Dear Sir,

1. The stipulated date for completion of the work mentioned above is _____.
From the progress made so far and the present rate of progress, it is unlikely that the work will be completed by the above date (or 'However, the work was not completed on this date').
2. Expecting that you may be able to complete the work if some more time is given, the competent authority, although not bound to do so, hereby extends the time for completion from _____ to _____.
3. Please note that an amount equal to the liquidated damages for delay in the completion of the work after the expiry of _____ (give here the stipulated date for completion with/without any liquidated damage fixed earlier) will be recovered from you as mentioned in Clause 17-B of the Standard General Conditions of Contract for the extended period, notwithstanding the grant of this extension. You may proceed with the work accordingly.
4. The above extension of the completion date will also be subject to the further condition that no increase in rates on any account will be payable to you.
5. Please intimate within a week of the receipt of this letter your acceptance of the extension of the conditions stated above.
6. Please note that in the event of your declining to accept the extension on the above said conditions or in the event of your failure after accepting or acting upto this extension to complete the work by _____ (here mention the extended date), further action will be taken in terms of Clause 62 of the Standard General Conditions of Contract.

Yours faithfully

For and on behalf of the President of India

ANNEXURE-S

RAILWAY

CONTRACT AGREEMENT OF WORKS

CONTRACT AGREEMENT NO. _____ DATED _____
ARTICLES OF AGREEMENT made this _____ day of _____ 20____ between President of
India acting through the Railway Administration hereafter called the "Railway" of the one part and
_____ herein after called the "Contractor" of other part.

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

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

Contractor _____ (Signature) Railway: Designation _____
Address _____ (For President of India)

Date _____ Date _____

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

Witnesses:

ANNEXURE-T

Undertaking for non blacklisted

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/partner of the partnership firm /LLP/JV/Society/Trust. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.

(Signatures of each and every partner/member of Partnership/LLP/JV)

STATEMENT OF DEVIATIONS

PROFORMA FOR STATEMENT OF DEVIATIONS

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

1.1 Instructions to Tenderers & Condition of Tendering

CLAUSE	DEVIATION	REMARKS
(INCLUDING JUSTIFICATION)		

1.2 General Conditions of Contract

CLAUSE	DEVIATION	REMARKS
(INCLUDING JUSTIFICATION)		

1.3 Special Conditions of Contract

CLAUSE	DEVIATION	REMARKS
(INCLUDING JUSTIFICATION)		

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

(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.

Note: Submission of an un-signed 'Statement of Deviation' will be taken as 'No deviation'. If subsequently any item of deviation is raised by the contractor, after the opening of tender or after the award of tender, the deviation statement submitted shall not be entertained.

CERTIFICATE

Joint Inspection of Cable Trench & Protective Works

1. The cable trench/chase including ducts, pipes etc. arrangements enroute 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.

Sl.No.	From KM.To KM.	Remarks/Deficiency if any

3. The following Joints have been jointly supervised and provided as per manufacturer's instructions and it is confirmed that all the materials or kit have been used up.

Sl.No.	Type of Joint	Location (KM. No.)	Remarks/Deficiency if any

Signature of Contractor's
Representative with
Designation

Signature of Purchaser's
Representative with
Designation

ACKNOWLEDGEMENT

(FOR RECEIVING MATERIALS FROM RAILWAY)

Station:

Date:

Sub: - Receipt of Materials from Railway.

It is hereby acknowledged that the following material as detailed have been received in full and good condition by me on
..... at for the work coming under the Agreement No.....
dated

Sl.No.	Description of Material	Quantity	Remarks if any
--------	-------------------------	----------	-------------------

Witnessed by: -

(Signature of Purchaser's
Representative with
Designation)

(Signature of Contractor or
Contractor's Representative)

RECEIPT CERTIFICATE (FOR SUPPLY ONLY)

From: Sr. Section Engineer/Section Engineer (Signal/Telecom), North Central Railway/

No.

Date:

- 1 Contract No
- 2 Name of Work
- 3 Item No. As in Rate Schedule
- 4 Description of Item.
- 5 Material inspected by :
- 6 Dispatch particular & date
- 7 Qty as per dispatch particular
- 8 Qty received
- 9 Qty short received
- 10 Condition of Stores Received
- 11 Name of Firm & Address
- 12 Place of receipt
- 13 Date of receipt
- 14 Ledger No.
- 15 Name & designation of Stores In-charge

Signature of SSE/Sig.-in-Charge

ELECTRONIC CLEARING SERVICE (CREDIT CLEARING)
(MODEL MANDATE FORM)

**(INVESTOR/CUSTOMER'S OPTION TO RECEIVE PAYMENTS THROUGH
CREDIT CLEARING MECHANISM)**
(Scheme name and the periodicity of payment)

1.	INVESTOR/CUSTOMER'S NAME	
2.	PARTICULARS OF BANK ACCOUNT	
A.	BANK NAME	
B.	BRANCH NAME	
	ADDRESS	
	TELEPHONE	
C.	9-DIGIT CODE NUMBER OF THE BANK & BRANCH (Appearing on the MICR cheque issued by the bank.)	
D.	ACCOUNT TYPE (S.B. Account/Current Account or Cash Credit with Code 10/11/13)	
E.	LEDGER NO./LEDGER FOLIO NO	
F.	ACCOUNT NUMBER (As appearing on the Cheque Book)	
G.	IFSC Code of the bank	
(In lieu of the bank certificate to be obtained as under, please attach a blank cancelled cheque, or photocopy of a cheque or front page of your savings bank passbook 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 responsibility expected of me as a participant under the Scheme.		

()
Signature of the Investor/Customer.

Date: _____

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

()
Signature of the Authorized.
Official from the Bank

Annexure –VIA

(Bid Security)

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

Name of the Bank: -----

President of India,

Acting through,

..... Railway,

Beneficiary: Railway

Date:

Bank Guarantee Bond No.: Date: -----

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

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

AND

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

1. KNOW ALL MEN that by these present that I/We the undersigned [Insert name(s) of authorized representatives of the Bank], being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay to the Railway full amount in the sum of [Insert required Value of Bid Security] as above stated.

2. The Bank undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway on the Bank shall be final, conclusive and binding, absolute and unequivocal on the Bank notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Bidder or Bank.

3. The Bank shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the Bidder and without the Railway being required to show grounds or give reasons for its demand of the amount so demanded.

4. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.

5. The Bank agrees that no change, addition, modifications to the terms of the Bid document or to any documents, which have been or may be made between the Railway and the Bidder, will in any way absolve the Bank from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification made by Railway at any time.

6. This guarantee will remain valid and effective from..... [insert date of issue] till [insert date, which should be minimum 90 days beyond the expiry of validity of Bid]. Any demand in respect of this Guarantee should reach the Bank within the validity period of Bid

Security.

7. The Bank Guarantee is unconditional and irrevocable.

8. The expressions Bank and Railway herein before used shall include their respective successors and assigns.

9. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the Railway. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.

10. The Bank hereby confirms that it is on the SFMS (Structured Financial Messaging System) and shall invariably send the advice of this Bank Guarantee to the following bank details –

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

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

Date

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

[Name in Block letters]

[Designation with Code No.]

[P/Attorney] No.

Witness:

1 Signature, Name & Address & Seal

2 Signature, Name& address & Seal 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.

SPECIAL CONDITIONS OF CONTRACT

1 ENGAGEMENT OF QUALIFIED ENGINEER

(As per clause 26A of the Standard GCC, April 2022)

The Contractor/s shall employ the following technical staff during the execution of the work:

- a) One graduate Engineer when the cost of the work to be executed is Rs.200 Lakh and above.
- b) One Identified diploma holder when the cost of work to be executed is more than 50 Lakh but less than Rs.200 Lakh. Technical staff should be available at site whenever required by the Engineer- in-charge to take instructions.
- (c) If the geographical area under work is not manageable by one person or if the value of the work is much higher than 50 lakhs/200 lakhs, the contractor shall explore the option of engaging more than one qualified diploma holder/degree holder.
- (d) In case the Contractor/s fails/fail to employ 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. 25000/- (Rs. Twenty-Five thousand only) for each month of default in case of Diploma Holder.
- (e) 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.
- (f) **NOTE:** All the design documents proposed to be submitted by the contractor for approval of Railways should be certified/pre-approved by personnel holding a valid IRSTELO licence. Further details can be seen at <https://irstelicensing.org.in>
- (g) All the design/wiring documents proposed to be submitted by the contractor for approval of Railways should also be certified/pre-approved by a retired Railway officer of DSTE/DyCSTE level having **minimum three years** of experience in drawing and design.

1.1 The contractor shall submit a declaration in the following format:

I / We hereby declare that I / We shall engage and continue in service for the particular work for which tender is submitted, (one/two/...) Electrical/Electronics Engineering Degree holder(s) and (one/two/...) Electrical/Electronics Engineering Diploma holder(s). If they are without any experience of any kind, they will be taken under training by us for a period of 6 months.

The details of engaged personnels are attached as per Annexure-F.

None of engaged diploma holder/Engineer is related to me / us.

Date:

Signature of Tenderer/s

- 1.2 The Contractor should nominate a Competent Supervisor/Engineer as his representative on the works who will be authorized to receive and acknowledge materials issued by the Railway and take all orders issued by the Inspecting Officer of the Railway.
- 1.3. Inspection Register and work site Register shall be maintained at the site of work by the Railway where in instructions regarding the working etc. shall be recorded by the Engineer or his executive subordinates. It is expected from the contractor or his representative at the site to note such instructions whenever asked upon to do so and take action accordingly.
- 1.4. No facility whatsoever e.g. provision of approach road and provision of temporary level crossing etc. will be provided by Railway for carting/carrying of materials. Approach roads within the Rly. limits can be used for carting/carrying of materials.

- 1.5. Technically it is considered that the work of cable laying should not be tackled under moist conditions. Hence, the work of cable laying should be stopped just before the onset of monsoon and the contractor shall have this in his mind while submitting his detailed time schedule.

2. **DEFAULT AND DELAY:**

The contractor shall execute the work with due diligence and expedition, keeping to the approved time schedule. Should he refuse or neglect to comply with any reasonable orders given to him in writing by the Purchaser's Engineers in connection with the work or contravene the provision of the contract or the progress of work lags persistently behind the time schedule due to his negligence the purchaser shall; be at liberty to give seven days notice in writing to the contractor requiring him to make good the neglect or contravention complained of and should the contractor fail to comply with the requisitions made in the notice within seven days from the receipt thereof, it shall be lawful for the purchaser to take the work wholly or in part out of the contractor's hands without any further reference and get the work or any part thereof, as the case may be, completed by other agencies at the expenses of the contractor without prejudice to any other right or remedy of the purchaser.

3. **OTHER RAILWAY STORES:**

If any material including in the list of materials to be supplied by the contractor is supplied by the Railway either at the contractor's request/or suo moto in order to prevent any possible delay in the execution of the work likely to occur due to the contractor's inability to make adequate arrangements for supply, as also his failure to return excess un-used material supplied by Railways, then recovery will be made from contractor's bill, if he fails to return the material taken on loan, at the book rate or the last purchase rate or the prevailing market rate whichever is higher plus 5% on Account of initial Freight 2% on Account of Incidental charges together with supervision charges at 12.5% of the total cost inclusive of material, freight incidental charges. Freight between the Railway sources of supply and the site of work shall be to the contractor's account. If, however, the material required by the contractor is not available in Railways stock or the Railway decides not to supply the same be that for whatever reasons, the Railway shall not be bound to arrange for the supply at the cost quoted above or at any other cost nor will this fact be accepted as an excuse for delay in execution of works.

4. **SUPPLY OF MATERIALS**

4.1 **Materials to be supplied by Railways: (IPS, Signalling or Telecomm cables, LED, UFSBI, Axle Counter etc.)**

The material, as mentioned in the tender documents to be supplied by railways, shall be supplied free of cost. The quantities would be determined by Railways according to the quantum of work to be done. Contractor shall be responsible for checking before taking delivery, whether all the materials given to him are in good condition. Receipt of the material taken shall be given on prescribed Performa by the contractor or his representative, clearly mentioning the details of materials and the quantities received. The left out or unused material shall be returned to the stores by the contractor and no extra charges shall be paid by Railways. Transportation of materials from Railway stores to the site of work shall be arranged by the contractor. The contractor is entirely responsible and shall bear all expenses for loading, transportation, unloading, transit insurance of all materials, equipment, machines, tools and plants etc. from the stores of supply to the Railways stores depot. Equipment / materials required for installation will be issued to the contractor at the Railway stores depot. Loading and unloading of the same to the site will be done by the contractor at his cost. The responsibility for damage to any equipment during transportation and till it is taken over by Railways after commissioning of the work shall be that of tenderer.

4.2 **Materials to be supplied by the contractor: -** The equipment/material as per RDSO specifications are to be procured from the RDSO approved sources only.

4.2.1 **The materials to be supplied by the contractor as per schedule 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 materials shall be procured from reputed suppliers or their authorised representatives, shall be of best quality and shall confirm to relevant specifications, design and drawings duly inspected by RITES/RDSO/Railway (as the**

case may be). The contractor may be required to produce test certificates from the manufacturers whenever called for by the Engineer in charge.

- 4.2.2 Before procuring the material to be supplied by contractor, the contractor shall submit the names and addresses of suppliers from whom it is proposed to procure the materials (if the supplier is not from RDSO approved suppliers) required to be supplied in the tender and shall take approval of railways for the same.
- 4.3 The list of the material to be supplied as per the schedule 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 or drawing, is required, the same shall be supplied by the contractor free of cost.
- 4.4 No extra charges shall be paid to the contractor towards carriage, loading and un-loading and handling etc. of the above materials indicated above required for execution of the work and the rates quoted by the contractor shall be inclusive of all such charges.
- 4.5 The contractor shall be responsible for undertaking repairs, if any, to crates, cable drums packing cases etc. for safe transport of materials from Railways specified depot to the site of work. No extra payment will be made on this account.

5 DISPOSAL OF EMPTY CABLE DRUMS:

Empty cable drums, wooden crates and other packing materials used for supply of Railway's materials to the contractor shall be the property of the contractor excepting the cable drums having unused cable exceeding 25mtr/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, however all precautions to be taken so that the loose cable is handed properly bundled without any kinks, sharp bends etc. The cost of the cable drums shall be recovered at the rate of 800/- per empty drum from the running bills of the contractor. The Railway, however, reserve it's right to take empty drums that are in good condition and in such cases no recovery will be made for the drums so taken back.

- 5.1 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 outsiders 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 Railway. The stores lost, when under custody of the contractor, will be made good by the contractor.

6. STORAGE OF MATERIALS:

The storage of materials, tools and machinery used by the contractor shall be done in an orderly manner and any thing used by the contractor for then execution of the work should in no way cause danger or hindrance to the working of the Railway or to the movement of its staff or passengers.

7. INDEMNITY BOND AND STANDING BANK GUARANTEE AGAINST MATERIALS SUPPLIED TO CONTRACTOR:

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

The contractor shall furnish a standing Indemnity Bond for materials supplied to him by Railways as per Clause-15 of the Standard GCC. The contractor shall also furnish a **Standing Bank Guarantee / F.D.R. for a sum of Rs ten lakhs only** for materials supplied by Railway which should remain valid 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.

Note- FDR should be with automatic renewal facility.

8. TESTS:

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 contractor shall provide such instrument and apparatus as may be necessary for conducting such tests. The responsibility of localization of the defective/faulty material or inoperative installation, during the execution and testing, restoration thereof, shall be that of the contractor. 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.

2. **INSPECTION OF MATERIALS/INSTALLATION:** In addition to what is indicated in General Conditions of Contract, following shall also be adhered to by Tenderer: -

- 2.1 Materials to be supplied by tenderer(s) shall be best in quality and shall conform to the relevant specification, designs and drawings. The tenderer(s) may be required to produce test certificate from the Manufacturer, wherever called for by the Engineer-in-charge.
- 2.2 **The equipments/materials as per RDSO specifications are to be procured from the RDSO approved sources only.** Equipment/material in the schedule as per IS specification shall be procured from BIS licensed firms only. In case there are no BIS licensed firms for the scheduled item, the equipment/ material are to be procured from manufacturers of repute/their authorized dealers after approval of Engineer- in-charge before supply.
- 2.3 Equipment/material in the schedule where RDSO/IS specification has not been stipulated, shall be procured from manufacturers of reputed/their authorized dealers approved by the engineer-in-charge before supply. Mechanical Signalling items are to be procured from valid recommended list of firms for manufacture and supply of mechanical signalling items, issued by RDSO Lucknow. Inspection of such Mechanical signalling items to be carried out by RITES, if the value of the item is more than Rs.5.0 Lakhs.
- 2.4 The following critical item will continue to be inspected by RDSO as per instruction contained in Board's letter No.74/RS(G)/379/2Pt. dated 4/3/91 and 18/6/91 and will have to be procured from RDSO approved firms only and will be supplied duly inspected by RDSO irrespective of the value:
 - i. All types of signalling relays;
 - ii. Block instruments;
 - iii. Axle counter equipments;
 - iv. Signal machines;
 - v. Point machines;
 - vi. Colour light signal transformers
 - vii. Electrical signal lamps;
 - viii. Voltage stabilisers and other power supply equipment.
 - ix. Electric signal reversers;
 - x. Signal roundels and lenses;
 - xi. Electric lever lock and circuit controller.
 - xii. Circuit controller;
 - xiii. Electric key transmitter;
 - xiv. Fuses, Fuse Block & Terminal blocks (PBT Type)
 - xv. Electric Point and lock detector.
- 2.5 The Electrical Signalling materials, other than those included in the critical list mentioned above as per RDSO's specifications/drawings will have to be procured from RDSO approved firms only and will be supplied duly inspected by RDSO if the value of the item is **more than Rs.5.0 Lakhs.**

- 2.6 All materials which are to be inspected by RDSO/RITES should be offered by him/ them for RDSO 's/ RITES inspection, well in time, so as not to delay the progress of work at any stage at any of the stations in any way on this account.
- 2.7 All other signalling items and items of general nature for which RDSO/IS specification is not stipulated shall be inspected by RITES if value is more than Rs.5.0 Lakhs and shall be inspected by consignee if value is less than Rs. 5.0 Lakhs.
- 2.8 In case of deviation in the inspecting agency due to any condition as per the total cost of the material/extant policy changes, approval of competent authority (officer competent to sign the TC minutes) shall be obtained, giving full justification by the field unit. **This is to be resorted to in very rare cases.**
- 2.9 All equipment, materials, fittings and components in the RDSO/RITES approved list shall be subject to inspection by RDSO/RITES or his representative at the manufacturer's premises before dispatch and no materials shall be dispatched from the manufacturer's premises until these are inspected and approved. The materials may also be inspected by the RDSO/RITES or his representative at the contractor's depot at the purchaser's discretion. The RDSO/RITES or his representative shall have the right to be present during all stages of manufacture, and shall be afforded, free of charge all reasonable facilities for inspection and testing so as to satisfy himself that the materials are in accordance with specifications, approved drawing and designs.
- 2.10 **The inspection charges of the items in the schedule (RDSO/RITES) shall be borne by the Railways.** However, if the samples are found inferior when compared to stipulated specification/drawing, the further/repeat test charges shall be borne by the contractor.
- 2.11 All materials that are not covered under the specification, designs and drawings of RDSO/TEC etc. shall be procured from the reputed manufacturers or their authorized dealers. **Such materials are to be approved by the purchaser's Engineer before being supplied to the consignee stores.** The Contractor may be required to produce test certificate from the manufacturer wherever called for by the Engineer.
- 2.12 During the execution of the contract, samples may be taken from all the materials employed for the purpose of test and/or analysis under the conditions laid down in specification; such samples to be prepared for testing and forwarded to the testing entity shall be free of all costs to the Railway.
- 2.13 The decision of the purchaser or his successor shall be final in respect of acceptability or otherwise of any material, equipment etc. required for the work.
- 2.14 All expenses of the purchasers/Railway representative shall be borne by the purchaser whether the inspected materials is utilized in the work or not.
- 2.15 In case any material is found to be not according to the standard specifications after delivery at site, the contractor shall immediately remove such materials within 48 hours from Railway premises at his own cost.
- 2.16 The contractor shall give the Railway or inspecting authority nominated by Railway clear 10 days' notice/or more if required for inspection of material so as to ensure that the progress of work is not delayed on this account in any manner. All the letters

submitted to the inspecting authority shall be given to the Engineer in charge after due acknowledgement from the inspecting authority.

10. INSPECTING OFFICER – POWER OF REJECTION:

- 10.1 Before any stores or part thereof are submitted for inspection, to certify if they are not in accordance with the contract/owing to the adoption of any unsatisfactory method of manufacture.
- 10.2 To reject any stores submitted as not being in accordance with the particulars.
- 10.3 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.
- 10.4 To mark the rejected stores with a rejection mark, so that they may be easily identified if resubmitted.
- 10.5 The Inspecting officer's decision as regards the rejection shall be final and binding on the contractor.

11. CONSIGNEE'S RIGHT OF REJECTION:

- 11.1 **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 **SSE/Sig/C/MTJ** it shall be lawful for the **SSE/Sig/C/MTJ**, on behalf of the purchaser, to reject the stores or any part, portion of consignment thereof within a reasonable time after actual delivery thereof to him at the place or destination fixed in the contract if such stores or part, portion of consignment thereof is not in all respects in conformity with the terms and conditions of the contract whether on account of any loss, deterioration or damage before dispatch or delivery or during transit or otherwise how so ever.**

12. REJECTED STORES:

- 12.1 When any stores delivered at the **SSE/Sig/C/MTJ** depots are rejected, this shall be removed by the contractor within 14 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.
- 12.2 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 aforementioned period.
- 12.3 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 traffic 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.

13. CONSEQUENCES OF REJECTION:

- 13.1 If on the stores being rejected by the Inspecting Officer or **SSE/Sig/C/MTJ** at the destination, the contractor fails to make satisfactory supplies within the stipulated period of delivery, the purchaser shall be at liberty to: -
- 13.2 Request the contractor to replace the rejected store forthwith but in any event not later than period of 14 days 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 without being entitled to any extra payment on that or any other account.
- 13.3 Purchase or authorise 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 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 sub clause, the provisions relevant clauses of the General Conditions of contract, shall apply as far as applicable.

- 13.4 Where under a contract, the price payable is fixed on F.O.R. part of export or F.O.R. dispatching station, the contractor shall, if the stores are rejected at the destination by the **SSE/Sig/C/AGC**, be liable in addition to his other liabilities including refund of price recoverable in respect of the stores so rejected, to reimburse to the purchase, the freight and all other expenses incurred by the purchase in this respect.

14. SPECIFICATION, DRAWING, REQUISITES AND REQUIREMENT:

- 14.1. Specifications, drawings, requisites and requirements referred to in the body of this specification form an essential part thereof. The sources from which the drawings and specifications referred to in this Tender can be obtained, are indicated in tender document.
- 14.2 The installation shall comply with the requirements of the Signal Engineering Manual, Telecomm, Manual & RE Manual and General and Subsidiary Rules as Applicable. It shall also conform to the Schedule of Dimensions and the Rules for Opening of Railways. Besides these, installation shall comply with requirements of Engineering Code, P-way works and way manual wherever applicable.
- 14.3 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. However, Railways is not bound to pay for these additional facilities and safeguards.

15 DRAWINGS

- 15.1 Adherence to specifications and drawings: - The work shall be carried out according to the drawings approved by the RDSO/RITES/Railway (as the case may be) and shall conform to the provisions of the "Signal Engineering Manual" and "Schedule of Dimensions" as modified from time to time unless deviation, if any, are specifically approved by the Engineer. The contractor shall be solely responsible for proper execution of the work as per the said drawings and specifications.
- The whole of the works shall be executed in perfect conformity with the specifications and drawings of the contract. If contractor performs any works in a manner contrary to the specifications or drawings or any of them and without such reference to the Engineer, he shall bear all the costs arising or ensuing therefore and shall be responsible for all loss to the Railway.
- Drawings and specifications of the works: The contractor shall keep one copy of drawings and specifications at the site, in good order, and such contract documents as may be necessary, available to the Engineer or the Engineer's Representative.
- Ownership of drawings and specifications: - All drawings and specifications and copies thereof furnished by the Railway to the contractor are deemed to be the property of the Railway. They shall not be used on other works and with the exception of the signed contract set, shall be returned by the contractor to the Railway on completion of the work or termination of the contract.
- 15.2 Material and workmanship shall be first class/top quality in every respect.
- 15.3 Any damage to Railway structure caused during the execution of work for e.g. damage to Flooring, wall, painting etc. be got rectified by the Contractor with his own materials and labour.
- 15.4 Material shall be in accordance with specifications and drawings specified or approved by the Railway.

16. FINAL PAYMENT:

On the basis of completion certificate issued by the Engineer for all the works covered in the contract, the final bill for the balance payment shall be submitted by the contractor along with "NO CLAIM CERTIFICATE". The completion certificate shall be issued by Railway Engineer only when: -

- (i) He has accepted the work wholly.
- (ii) All the released materials are handed over by the contractor correctly and stocked as indicated.
- (iii) Material reconciliation done and all the unused Railway materials returned to consignee Railway Stores in good condition.
- (iv) **All completion drawings in one set tracing and 6 set paper copy have been submitted.**

17. SUBMISSION OF BILLS:

The supplier /contractor should insert the following clause in the bill while claiming payments for supplies: -

"We certify that no additional duty set off, on the goods supplied by us have accrued under the MODVAT Scheme in force on the date of supply after we submitted our quotations and submitted the present bill".

- 18. LIEN IN RESPECT OF OTHER CONTRACTS:** Any sum of money due and payable to the Contractor (including the security deposit, any sum or sums of money due and payable returnable to him) under the contract may be withheld or retained by way of lien, by the purchaser against any claim of this or any other Railways or any other department of the Central Government in respect of payment of a sum of money arising out of or under this or of any other contract of Railway or any other department of the Central Government.

19. MAINTENANCE/OBSERVATION OF INSTALLED GEARS:

- 19.1 **Maintenance:** - After successful commissioning and completion of the complete work, 12 months period shall be taken as maintenance period during which a responsible and knowledgeable supervisor of the contractor should be available to assist Railway maintenance staff to rectify defects and during this period the contractor shall be responsible for replacement of defective parts at his own cost. Should any dispute arise as to the correctness of the defects pointed out, the Engineer's decision in this regard shall be final and binding. No separate charges shall be paid for maintenance supervision and tenderers should note this while quoting rates.

20. GUARANTEE:

In addition to the provisions in this regard listed in General Conditions of contractor, following shall apply: -

- 20.1. The contractor shall guarantee satisfactory working of the equipment supplied (and not required to be installed) by him in respect of installation for a period of 12 months beginning from the date of receipt of last supply. Similarly, the contractor shall guarantee satisfactory working of the equipment supplied and installed by him for a period of 12 calendar months beginning from the date of commissioning and completion of the full scope of work.
- 20.2 During this period, the contractor shall keep all the equipment, material and tools readily available and shall carryout at his own expense all modification, addition or substitution that may be considered necessary for the satisfactory working of the equipment supplied or work executed. Final decision in respect of unsatisfactory working of the equipment/work executed or faulty use of designs, workmanship etc. shall rest with the Engineer-in charge, and the same shall be binding on the contractor.
- 20.3 During the aforesaid period of guarantee, the contractor shall be liable at his own cost for all repairs or replacement or any parts that may be found defective in the construction or equipment, irrespective of whether any defect arose as result of faulty design, materials, workmanship installation or otherwise provided that such defective parts which are not repairable at site, are promptly removed to the contractors works for repairs if so required by him, and such defective parts should be replaced by him, by new ones in order to remove the defects at his own

expenses. In case minor repairs are carried out by the Railway at site, the cost of such repairs plus departmental charges shall be borne by the contractor.

20.4 INDEMNIFYING RAILWAY AGAINST LOSSES INCURRED:

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

20.5 All inspections, adjustments, replacements or renewals carried out by the contractor during the maintenance period shall be subject to the same conditions of the contract.

21. ARBITRATIONS:

The provision of Clauses – 63 and 64 to the General Conditions of Contract will be applicable.

22. SETTLEMENT OF DISPUTES

The provision of Clauses – 63 and 64 to the General Conditions of Contract will be applicable.

23. DETERMINATION OF CONTRACT

The provision of Clauses – 61 and 62 to the General Conditions of Contract will be applicable.

24. ERRORS, OMISSIONS & DISCREPANCIES

The Contractor shall not take any advantage of any misinterpretation of the condition due to typing or any other error and if in doubt shall bring it to notice of the Engineer without delay, maximum up to 30 days of the award of the tender. In case of any contradiction only the printed rules, manuals and books should be followed and claim for the misinterpretation shall not be entertained.

25.0 SUPPLY

25.1 The supply of materials shall be as per schedule of work.

25.2 SERVICES

Installation, testing and commissioning of signaling system including transportation of all the equipment to site of installation from Store of **SSE/Sig/C/MTJ**.

The scope of work might also include minor Civil Engineering works. The tenderer should therefore, ascertain the type of topography by conducting survey as no extra cost shall be allowed on this account subsequent to the award of contract. No material would be supplied by the Railways for any of the above

- a) Training of Railway personnel at manufacturers' premises in India or Abroad, as applicable.
- b) Complete documentation as per detail given in tender notice, ITT and schedule of works.
- c) Maintenance supervision of indoor /Outdoor installation for 12 months after commissioning under the charge of the Railway's personnel, as per clause 29 of Special Conditions of Contract.
- d) For maintenance rendered by the contractor beyond warranty period, payment will be made after full satisfaction of Railway Administration on Pro-forma invoice duly certified by Railway Engineer, as per applicable AMC clause (if any).

26 DOCUMENTATIONS:

The contractor shall undertake to supply all necessary documents as per the schedule of work and as per applicable Railway's requirement.

27 TRAINING:

27.1 The contractor shall provide adequate training to Railway personnel in planning, design, installation, operation and maintenance of the equipment and system supplied under the contract.

27.2 The contractor shall at every stage of testing and commissioning provide all facilities for adequate

training to Railway personnel who may be deputed to work on the project.

- 27.3 Installation, testing and commissioning: The installation will be done by the contractor in the Railway premises. Testing and commissioning of S&T systems will be done by the Contractor and OEM engineers jointly with Railway Engineer at site. The Contractor shall depute competent Engineer / 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.

27.7 Work not to be done by the Contractor:

Arrangement for suitable space / room for installation of the equipment, power supply, etc. for installation.

Only single-phase 230V AC mains supply (Un stabilized) and IPS/SMPs system with LMLA/VRLA batteries shall be provided by Railway for powering the S&T equipment and installation.

27.8 Work to be done by the Railways:

- i) Making available railway personnel for inspection and joint testing, installation & commissioning.

- 27.9 The tenderer shall undertake study / survey of signalling systems / practices used in North Central Railway and make his own arrangement of the 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.

- 27.10 The contractor shall undertake to train Railway personnel nominated by Railway in different aspects of equipment design, functioning, field installation, testing, commissioning, operation, maintenance and repair, covering both hardware and software as relevant. 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 and repair of all equipment. The course should, apart from formal classroom training, include hands on practical experience and visits to working installation of the S&T System offered in present Tender Case.

- 27.11 The contractor shall make all necessary arrangement lodging/boarding/transportation for the same as mentioned in the items related to training covered in the tender schedule. The place of training shall be at the manufacturer's premises or its authorized/certified training institute in India or abroad, as applicable.

28 SYSTEM REQUIREMENT

The time schedule for the entire work is of utmost importance. The entire work is required to be fully commissioned within period mentioned in tender document from date of issue of Letter of Acceptance (LOA).

NOTE:

However, the contractor shall submit the detailed PERT chart / time-plan of activities/work to achieve.

- 100 % progress shall be achieved after the warranty period is over with satisfactory maintenance of the installation.
- Details of phased manufacturing programme indicating indigenous content at each stage may be submitted along with the tender.

The contractor shall depute adequate no. of competent Engineers / qualified staff to install test and commission the equipment at site. The entire work including supply should be commissioned within 12 months of the issue of the letter of Acceptance.

29 MAINTENANCE PERIOD:

- (i) After the equipment has been installed and commissioned, the contractor shall be responsible for proper maintenance & supervision of the equipment for a period of 12 months from the date

of commissioning. For this purpose, he shall prepare a maintenance plan and make available maintenance Engineer who will guide and supervise the work of Railways maintenance staff. 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 at his cost. During such rectification if any faulty equipment / modules need replacement or repair, they shall be provided by the contractor at his cost. The contractor shall bring to the site of installation a set of equipment or modules in addition to all the materials to be supplied against this contract as spares during commissioning to circumvent any delay in commissioning on this account.

- (ii) A skilled engineer (degree holder) preferably of OEM shall be deployed for supervision and maintenance for 12 months after commissioning (if applicable in case of high-tech items like EI, Axle Counter, IPS etc.) Further, one engineer and one artisan staff shall be deputed at site of installation for assisting in maintenance of other equipment's after commissioning.
- (iii) Tenderer shall submit detailed calculations, whenever asked in regard to the following:
 - a) Availability of system in terms of percentage.
 - b) Probability of wrong side failure.
 - c) Safety calculations.

30.0 WARRANTY

- 30.1 The contractor shall warranty that all materials & equipment to be supplied and installed as per this tender shall be free from defects and faults in design, material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standard for materials of the type ordered and in full conformity with the contract specifications.
- 30.2 This warranty shall start from the date of acceptance of commissioning by railways of individual station/Relay hut/Telecomm hut/LC gate/any S&T sub system, and shall expire 1 year (12 months) after there of. The Contractor shall be responsible for the proper functioning of the system during the period of warranty.
- 30.3 During the period of Warranty, the Contractor shall remain responsible to arrange replacement and for setting right at his own cost any equipment supplied by him, which is of defective manufacture or defective design or defective material/component and becomes unworkable due to any cause whatsoever. The decision of railways to attend to any damage or defect in work shall be final and binding on the Contractor.
- 30.4 If it becomes necessary for the contractor to replace or renew any defective portions of the system under this clause, the contractor shall make the system functional by providing suitable replacements and restore back the original card / equipment after repairs to the same. The card / equipment so repaired should bear warranty equal to the end of original warranty period or minimum SIX months from the date of repair, whichever is later. If any defect is not remedied within reasonable time, the Railway may proceed to do the work at contractor's risk and expense, but without prejudice to any other rights, which the Railway may have against the contractor in respect of such defects.
- 30.5 All inspections, replacements or renewals carried out by the Contractor during the warranty period shall be subjected to the same conditions of the contract.
- 30.6 All replacement and repairs 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.
- 30.7 The decision of the Railway in regard to contractor's liability and the amount, if any, payable under this warranty shall be final and conclusive.

- 30.8 Due to analysis of failures, if any design deficiency is pointed out by the Railway, the contractor shall rectify it promptly at his own cost.

31. INSPECTION AND TEST

- 31.1 Inspection and test shall be carried out at the place of production, destination and at site of installation by the Railways authorized representative (RDSO/RITES/Consignee) (Inspecting officer) to ensure that all the requirement of tender specifications are complied during manufacture, supplying, installation and commissioning in accordance with Technical Specifications and General Condition of Contract. The Inspecting Officers shall be nominated by the North Central Railway.

31.2 FACILITIES FOR TEST AND EXAMINATION:

The contractor shall, at his own cost make available to the inspecting officer all reasonable facilities as may be necessary for satisfying himself, that the materials have been manufactured in accordance with the Specification and conditions laid down. The Inspecting officer shall have full and free access at any time during the execution of the contract to the Contractor's workshop for the purchase aforesaid, and he may require the Contractor to make arrangements for inspection of the materials or any part thereof or any material at their premises.

31.3 COST OF TEST:

The Contractor shall provide, at his cost, all materials, tools, labour and assistance of every kind, which the Inspecting officer may demand for any test, and examination, which he shall require to be made on the Contractor's premises. If the Contractor fails to meet with the conditions aforesaid, the inspecting officer shall, in his sole judgment, be entitled to remove the test and examination all or any of the stores manufactured by the Contractor to any premises other than his Contractor's) and in all such cases the Contractor shall bear the cost of transport and/or carrying out such test elsewhere. A certificate in writing from the Inspecting officer, which the Contractor has failed to provide the facilities and the means for test examination, shall be final. If the Contractor has been permitted to employ the services of a sub- contractor, he shall in his contract with the sub-contractor, reserve to the Inspecting officer a similar right.

**31.4 Inspection Charges:
As per para 9.2 above.**

31.5 Delivery of Materials for Test:

The Contractor shall also provide and deliver for test, at his cost, at such place other than his premises as the Railway may specify. The premises for testing other than manufacturer's premises shall be mutually decided by Railway and the Contractor.

31.6 Acceptance Test Procedure

The contractor shall submit detailed Test Procedure for each equipment, sub-system and system as a whole to the Railway. The Railway shall discuss with the contractor and modify the same as may be required to ensure that the requirements of Tender Specifications are complied. The finalized Acceptance Test Procedure / Schedule shall, only be a broad guideline and Railway shall be free to carry out any other test/(s) that may be considered essential. The Test Procedure shall give details of all equipment, test and measuring instruments required to perform the test.

- 31.7 The Inspecting officer shall have the right to put all the stores of materials forming part of the same or any part there to such tests as he may think fit and proper. The contractor shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspecting officer.

- 31.8 The contractor shall provide the facilities of inspection and testing at the final stage of production, assembly and testing in the manufacturer's premises in India/ Abroad.

32 RELIABILITY/AVAILABILITY/MAINTAINABILITY:

Hitech equipment like Electronic Interlocking/Axle Counter/Audio Frequency Track circuit etc. are being installed over high-density high-speed routes and high reliability/availability/maintainability

is of paramount importance. System failure report and MTBF will be submitted to RDSO every month in initial 06 months after commissioning.

33 RESPONSIBILITY OF THE CONTRACTOR FOR EXECUTING THE CONTRACT.

33.1 Risks 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 or in the joint possession of the contractor, his agents or servants and the Purchaser, shall remain in every respect at the risk of the contractor, until their actual delivery to the **SSE/Sig/C/MTJ** 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/ materials from any cause whatsoever while the materials after approval by the inspecting officer are awaiting dispatch or delivery or are 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.

34. PACKING AND FORWARDING

34.1 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 to ensure their being free from loss or damage on arrival at their destination.

34.2 All containers (including packing cases, boxes, tins, drums and wrappings) in which the stores are supplied by the contractor shall be considered as non-returnable and their cost as deemed to have been included in the contract price.

34.3 Each bale or package delivered under the contract shall be marked by the Contractor at his own expense. Such marking shall be distinct (all previous irrelevant marking being carefully obliterated) and shall clearly indicate the description and quantity of the stores, the name and address of the **SSE/Sig/C/MTJ**, the gross weight of the package and the name of the contractor with a distinctive number of mark sufficient for the purpose of identification. All markings shall be carried out with such material as may be found satisfactory by the inspecting officer as regard quickness of drying, fastness and indelibility

34.4 Materials & Equipment meant for each station/location shall be packed in separate boxes and marked with the name of station **SSE/Sig/C/MTJ** and railway.

34.5 The inspecting officer may reject the stores if the stores are not packed and/or marked as previously mentioned and in case where the packing materials are separately prescribed, if such materials are not in accordance with the terms of the contract. Such rejection of the stores by the Inspecting Officer shall be binding on the Contractor.

34.6 Each bale or package shall contain note specifying the name and address of the Contractor the number and date of the acceptance of tender and the designation of the Controlling officer.

35. SUPPLY AND CUSTODY OF MATERIAL

35.1 All materials shall be supplied by the contractor at the stores **SSE/Sig/C/MTJ** The transportation of all material from the **SSE/Sig/C/MTJ** stores to site (station) for installation and commissioning shall also be the responsibility of the contractor at his own cost.

35.2 The contractor shall be entirely responsible and shall bear all expenses towards loading, transport, handling and unloading for all materials equipment, machines, tools and plants etc. from the source of supply to the store of **SSE/Sig/C/MTJ** The responsibility for damage to any equipment during transportation and till it is taken over by Railways shall be that of the

contractor. The correct functioning of the equipment for installation shall, however, be governed by the warranty clause of the contract.

36. 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 and up to the maintenance period/warranty period (whichever is later). 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.

37 SPARES

37.1 The following materials will be considered as essential spares:

All Units, which may include, circuit packs / boards, modules, terminals, power supply, ancillary equipment, interconnecting couplers / connectors/ cables of each type, Relays etc. which may be lowest level of field replaceable module / assembly/device - 10% of the quantities 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 own cost to the Railway.

- 37.2 The contractor shall include in his tender the details of essential spares, their quantity and unit prices as per Schedule of works. Detailed explanation to confirm that quantity of spares quoted as per requirement of this clause shall be furnished. The total cost of essential spares based on the unit prices quoted by the contractor shall be included in the tender evaluation.

38 Experience, Expertise of Tenderer for Electronic Interlocking, DAC, AFTC etc.

38.1 Experience, Expertise of Tenderer:

As per RB letter no. 2013/Sig/23/01/(pt) Dup dated 17.02.2022

(i) OEM's authorization for breakup of cards/modules at the time of bidding is dispensed with.

(ii) The requirement of submitting authorization from RDSO approved OEM at the time of bidding is dispensed with. 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.

39. LONG TERM AVAILABILITY OF SPARES AND SYSTEM SUPPORT

- 39.1 The tenderer shall give an undertaking to supply on payment all maintenance spares and tools required for the equipment for a minimum period of 10 years. He shall also undertake to supply additional equipment required for replacement or expansion of the network that may become necessary due to additional traffic requirements. The pricing formula adopted in evaluating the cost of such maintenance spares and additional supply that may be ordered in future shall be provided by mutual discussions and written order.
- 39.2 At least one-year 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 quantity prior to stoppage of the manufacture.
- 39.3 That the successful tenderer shall further guarantee that in case if he goes out of production of spare parts, he shall supply the full manufacturing drawings/details along with the specifications of the materials at no cost to the Railway, if and when required for the equipment to be fabricated or procured from other sources by the Railway.

40. QUALITY ASSURANCE & SOFTWARE VALIDATION

- 40.1 Quality assurance control, inspection plan including in-house quality assurance, procedure and documentation should be ensured. During the manufacturing process, proper record should be maintained for the inspection and tests carried out according to this plan.
- 40.2 All the details of test, certification and validation done to ensure full safety of the system for use at stations for operation of passenger train services, as per the Technical Specification, should be ensured by OEM.

41. COMMISSIONING AND FINAL ACCEPTANCE TEST

- 41.1 Railway shall carry out all tests as per the Technical Specifications and the Acceptance Test Schedule as furnished by the contractor and approved after consultation by the Railway. The test schedule furnished by the contractor will be modified by mutual discussions between the contractor and the Railway before finalisation. Any component, modules, sub-assemblies or equipment failing during the commissioning test shall be replaced / repaired free of cost by the contractor.
- 41.2 All tests and measuring instruments and other arrangements required for final Test shall be provided by the contractor at his cost.
- 41.3 The completion certificate in accordance with General Conditions of Contract, Technical Specifications and Special Condition of Contract shall only be issued by the Railway Engineer after the installation is satisfactorily commissioned.

42. PAYMENT TERMS: The payment to the contractor would be made through EFT/ECS/LC.

- 42.1 Payment to contractor will be made through EFT/ECS. All bills shall be submitted to the **Railways**. The Contractor will be entitled to be paid from time to time by way of 'on account payment' for supply of goods and 'progress payment' for works as in the opinion of the Engineer he has executed in terms of Contract.

42.2 ON ACCOUNT PAYMENT:

"On Account Payment" will be made for supply and receipt of material in good condition at the Stores of nominated consignee SSE and installation of equipment and material at site, as indicated in the schedule of work.

42.3 PAYMENT TERMS:

Subject to any deduction or recovery which the Railway may be entitled to make under the contract, 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 Engineer, has been executed by him in terms of contract. "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 item of work which has been executed by him.

The on-account payment is to be made as per the measurements recorded in the Measurement book as under: -

42.3.1 Payment for purely Supply items:

- (l) 85% payment at the accepted rate for the quantity inspected, passed and supplied shall be made on submission of following documents:
 - (a) On receipt of materials at Consignees depot.
 - (b) Original Inspection certificate issued by Inspecting Officer that the materials are in accordance with the specification of the contract.
 - (c) Manufacturer's test certificate that the materials are in accordance with the specification of the contract.
 - (d) Invoice with detailed packing List in duplicate.
 - (e) A certificate that the materials supplied are as per the contract and the amount claimed in the invoice is correct as per terms of the contract.

NOTE: Balance 15% payment against supply of material shall be paid after issue of Operational Acceptance Certificate of the full scope of work/short closure of the work, as per the contract agreement.

42.3.2 Payment for purely Installation/testing/commissioning items:

- I) 90% payment at the accepted rate for the quantity shall be made after completion of installation and testing duly verified by authorised engineer of Railway for individual item.
- II) 10% payment at the accepted rate for the quantity shall be paid on successful commissioning, issue of Operation Acceptance Certificate and submission of **completion drawings in one set tracing and 6 set paper copy.** after testing and commissioning of the S&T system and rectification of deficiencies, if any, duly certified by authorized engineer of Railways.

42.3.3 For drawing & design items following payments will be done: -

- a) 50% on approval
- b) 20% after availability of site copies and commissioning
- c) 20% after submission of final/as made documents
- d) 10 % after issue of Operational Acceptance Certificate
- e) **NOTE: Suitable penalty, as per the relevant GCC clauses, shall be imposed if in case of installation of new EI or modification of existing EI, unacceptably large no. of logic errors are encountered during FAT/SAT/commissioning. The decision of the Railway executive in this regard shall be deemed final.**

42.3.4 Payment of Composite items involving both supply and installation:

On certification by the authorized engineer of Railways the contractor against such items shall be paid as under:

- i) 80% cost of such schedule item will be paid to the contractor on production of documents as per clause 42.3.1 (I) (as applicable for purely supply items).
- ii) 15% cost of items against 42.3.4 above shall be paid after successful erection/installation of the materials/equipment duly certified by the authorized engineer of Railways.
- iii) 05% cost of supplied & installed items against 42.3.4 above, shall be paid after issue of Operation Acceptance Certificate after testing and commissioning of the S&T system and rectification of deficiencies, if any, duly certified by authorized engineer of Railways.
- iv) **Note: In case the items as per para 42.3.4 above are not installed due to any reason whatsoever, only 80% payment shall be released. If material was transferred to other work/consignee or kept as spare purpose, then 10% will be released after completion of work (only 10% will be deducted as installation charges).**

42.4 No additional charges will be paid to the contractor for transporting, to and from stores depot of Railway to the site of work including Railway material, if any.

42.5 Necessary RDSO, IRS/TEC/DOT specification/drawing, if any required shall be obtained by the tenderer at his own cost.

43 FINAL PAYMENT:

On the basis of completion certificate issued by the Engineer for all the works covered in this contract for all the stations as per schedule of works, the final bill for the balance payment shall be submitted by the contractor along with **"NO CLAIM CERTIFICATE"**. The Completion certificate shall be issued by Engineer only when: -

- I. He has accepted the work wholly.
- II. All the released materials are handed over by the contractor correctly and stacked as indicated.
- III. Material reconciliation done and all the unused Railway materials returned to Railway Stores in good condition.
- IV. **All completion drawings in one set tracing and 6 set paper copy have been submitted**

Until the final certificate shall have been issued, the Contractor or his duly authorized representatives, whose names shall have previously been communicated in writing to the Railway with permission from Railway shall be given right of entry at his own risk and expenses at all reasonable working hours upon all necessary parts of the works for the purpose of inspecting the working and the records of the system and taking notes there from and, if he desires at his own risk and expense, making any test subject to the approval of the Railway which shall not be unreasonably withheld.

44. ADDITIONAL INFORMATION WITH REFERENCE TO TECHNICAL SPECIFICATIONS

Latest Railway board/RDSO/HQ guide lines to be followed.

45. WORK TO BE DONE BY RAILWAY

- i. **Supply of materials like Cables, IPS, Battery back up, LEDs of various types, which is not in the scope of contractor's work.**
- ii. **Supervision of work.**
- iii. **Make adequate space available for installation of equipment.**

46. COMPLETION PERIOD:

Time is the essence of the contract. The entire work under the tender shall be completed within **24 months** from the date of issue of acceptance letter. Item/location wise priority for the work to be executed by the contractor may be finalized in consultation with the Railway Engineer- in-charge or his representative. The respective milestones for achieving various targets shall be maintained by the contractor.

47. COMMUNICATION: -

The supervisor of contractor nominated for the work shall report to the railway representative on daily basis for the progress of the work. Necessary communication equipment.(Good Quality Smartphone equipped with a SIM from reliable service provider preferably Jio/AirTel etc.) for this purpose shall be provided by the contractor at his own cost. The contractor should also provide an official e-mail id, Fax no. etc. on which official correspondence can be exchanged with Railways.

48. RAILWAY OFFICES AND ADDRESS: -

The list of addresses to which correspondence and document relating to the contract should be sent are as under: -

(i) FOR ALL POLICY CONTRACTUAL AND COMMERCIAL MATTERS: -

(a) Prior to award of the contract: -Dy. CSTE/C/AGC

(b) After the award of the contract: Dy. CSTE/C/AGC

(ii) For matters relating to approval of design of the system: Dy. CSTE/C/AGC

(i) Matter relating to progress of field work: Dy. CSTE/C/AGC

(ii) Matter relating to bill: Dy. CSTE/C/AGC

(iii) For receipt and issue of material: Sr. Sec. Engineer/Stores (Consignee incharge).

EXECUTION OF WORKS

49.(1) Contractor's Understanding : It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the progress of the works, the general and local conditions, the labour conditions prevailing therein and all other matters which can in any way affect the works under the contract.

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

49.(3) Accepted Programme of Work: The Contractor who has been awarded the work shall as soon as possible but not later than 30 days after the date of receipt of the acceptance letter in respect of contracts with initial completion period as prescribed in tender notice or less or not later than 90 days for other contracts have to submit the detailed programme of work indicating the time schedule of various items of works in the form of Bar/Chart/PERT/CPM. He shall also submit the details of organization (in terms of labour and supervisors) plant and machinery that he intends to utilize (from time to time) for execution of the work within stipulated date of completion. The programme of work amended as necessary by discussions with the Engineer, shall be treated as the agreed programme of the work for the purpose of this contract and the contractor shall endeavour 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.

50. Operational Acceptance Certificate: -

The Operation Acceptance Certificate for works executed, after opening of traffic, as per scope of works given in Schedule of rate and tender document, may be issued if that part of the Works is taken in possession or used by the Railway in accordance with provisions of the Contract prior to completion of whole works. If any work, commissioning is done in Phase manner, then certificate issued after completion of last phase will be considered as Operation Acceptance Certificate for that work and Warranty Period shall start after the last Phase of completion date. When such certificate is issued, such part of Works shall be considered as completed and warranty Period for such part shall commence from the date of Completion mentioned in such Certificate, provided that issue of such a certificate shall not be deemed to certify completion of any work or part there of which requires repair/replacement.

51. INSURANCE:

51.1 The Contractor shall take out and keep in force a policy or policies of insurance against all liabilities of the Contractor or the Purchaser at common law or under any statute in respect of accidents to persons who shall be employed by the contractor in or about the site for the purpose of carrying out the works on the site. The Contractor shall also take out and keep in force a policy or policies of Insurance against all recognized risks to their offices and depots. Such insurance shall in all respects be to the approval of the Purchaser and if he so requires in his name and from Insurance companies recognized/approved by IRDA.

51.2 INSURANCE OF MATERIALS & INSTALLATIONS:

The Contractor shall take out and keep in force a policy or policies of Insurance for all materials including Railway supply materials equipment irrespective of whether used up in the portion of work already done or kept for the use in the balance portion of the work until such works are provisionally handed over to the Railways. For this purpose, the works are deemed to have been provisionally handed over when Operational Acceptance Certificate is issued for the Sub-section as per para 50 of SCC.

51.3 The Contractor shall not be liable for losses/damages to the materials either used up in the portion of work done or his material kept for use at site, in consequence of mutiny, or other similar causes over which the Contractor has no control and which cannot be insured. Such losses or damages shall be the liability of the Purchaser and if required by the Purchaser, be made good by the contractor, at the cost of the Purchaser.

- 51.4 The Contractor should, however, ensure the stores brought to site, against risks in consequence of war and invasion, as required under the Emergency Risk (Goods) Insurance Act in force from time to time.
- 51.5 It may be noted that the beneficiary of the insurance policy should be Railways or the policies should be pledged in favour of Railway. The contractor shall keep the policy/policies current till the installations are provisionally handed over to the Purchaser. It may also be noted that in the event of contractor's failure to keep the policy current and alive, renewal of the policy will be done by the purchaser for which the cost of the premium plus 20% of premium shall be recovered from the contractor.
- 51.6 For purpose of enabling the contractor to take the insurance cover in connection with this contract, the purchaser's engineer will advise the approximate price of all the Railway supply materials to the contractor.
- 51.7 The Contractor shall take out all Insurance covers in connection with this contract with Insurance Companies recognized/approved by IRDA.
- 52.0 Force Majeure :** If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics/pandemics, strikes, lockouts or acts of God (hereinafter, referred to events) provided, notice of the happening of any such event is given by either party to the other within 30 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Engineer as to whether the works have been so resumed or not shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.

SCOPE OF WORK

1. The work shall be carried out according to the approved SIP, other drawings approved by the Railways/RDSO and shall conform to the provisions of the “Signal Engineering Manual” and “Schedule of Dimensions” as modified from time to time unless deviation, if any, are specifically approved by the Engineer. The contractor shall be solely responsible for proper execution of the work as per the said drawings and specifications.
2. Distributed EI will be provided at Achhnera and Idgah station.
3. **Block working should be built in Electronic Interlocking itself as per latest RDSO guidelines. Necessary communication equipment/cards to be supplied with EI item.**
4. **Alteration to be done in existing EI at Achhnera JN Cabin (Kyosan make), New JN Panel near Idgah (Hitachi make) and during Phase working of new EI.**
5. **Table/housing for operator VDU to be supplied after approval of drawing by the Engineer.**
6. Electronic Interlocking will be provided in IBS.
7. Dual MSDAC will be provided in IBS as per latest guideline of railway.
8. Resetting of MSDAC will be provided through VDU.
9. Installation of EI, MSDAC, STM, HASSDAC, fire alarm system etc to be done by OEM as per latest guide lines of RDSO/Railway board.
10. **All maintenance record with initial readings to be provided by the contractor.**
11. **Installation of RFID marker to be done after programming. After installation necessary digital cable route plan to be provided.**
12. Cable openings in apparatus cases, junction boxes, location huts and in relay rooms should be covered by sand. Top should be plastered with cement for apparatus cases and junction boxes all with contractor's material.
13. Cable should be properly terminated in the terminal boards/ racks. Cables terminated inside apparatus cases, junction boxes and in relay room should be fixed by the clamp or by any other method indicated by Engineer- in –charge. Name of the circuits carried by different cores shall be displayed by the side of every termination by painting or any other means approved by Engineer in charge.
14. Site order register, Technical register and Site work Registers etc. shall be provided by contractor for keeping various records of the work being executed by contractor, the instructions given to him vis-à-vis complied and the decision taken/deficiencies pointed out during inspections by various officials.
15. **Latest manuals of installed equipment to be provided. On site training to the railway staffs to be provided for EI, MSDAC, Fire alarm system or as advised by the Engineer in charge.**

LIST OF SOURCES FOR SPECIFICATIONS/DRAWINGS

1. IRS Drawings and Specification - Director General, R.D.S.O., Lucknow
 2. TEC Drawings & specifications - Telecommunications Engineering Centre, Kurshid Lal Bhawan, Janpath, New Delhi - 110 001.
 3. Standard Specifications (BSS & ISS, etc.) - Indian Standard Institution, 9, Mathura Road, New Delhi.
 4. Railway Publications such as Railway Rules, Codes and Practices, etc. - Government of India, Ministry of Railways, Rail Bhawan, New-Delhi.
 5. North Central Railway Drawings –Office of PCSTE/NC Rly. /PRYJ
 6. Central Government Laws and Acts - Government of India, Ministry of Information, Publications Division, Tilak Road, New-Delhi.
 7. Manual of Instructions for Installation of S&T Equipment 25 KV 50 C/S single phase Electrified section - Director General, R.D.S.O. Lucknow.
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NOTE

1. All equipment to be supplied should be of standard make.
2. All the materials will be inspected by consignee before installation.
3. Work is to be executed with contractor's own tools and plants.
4. Any other sundry item required for commissioning has to be supplied by the contractor.
5. Any technical clarification required, has to be carried out at tendering stage itself.

TECHNICAL SPECIFICATIONS

A. GENERAL

The work shall be carried out according to the drawings approved by the Railways/RDSO and shall conform to the provisions of the "Signal Engineering Manual" and "Schedule of Dimensions" as modified from time to time unless deviation, if any, are specifically approved by the Engineer. The contractor shall be solely responsible for proper execution of the work as per the said drawings and specifications.

- a. The position of foundations of signal posts, apparatus cases, junction boxes, cable termination boxes, Diesel Generator, shunting/block section limit boards, warning boards, legend boards and power panel as required, will be indicated and jointly signed between Railways and Contractor, conforming to the signaling plan and cable plan by the engineer's representative at site before commencement of the work at the station.
 - b. The excavation of pits for various types of foundations shall be done as per approved drawings 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. In case a drawing is not available, Railways shall provide a written approval for carrying out the work as per instructions of supervisor in charge.
 - c. Signal posts and warning boards shall be vertical and plumb.
 - d. Cable openings in apparatus cases, junction boxes, location huts and in relay rooms should be covered by sand. Top should be plastered with cement for apparatus cases and junction boxes all with contractor's material.
 - e. Cables should be properly terminated in the terminal boards/ racks. Cables terminated inside apparatus cases, junction boxes and in relay room should be fixed by the clamp or by any other method indicated by Engineer- in –charge. Name of the circuits carried by different cores shall be displayed by the side of every termination by painting or any other means approved by Engineer-in-charge.
 - f. Wires shall be terminated properly on terminals.
 - g. Wires should be done in a neat manner and wires neatly bunched and tied unless they are drawn on troughs or cable ladders.
 - h. No joints are permitted in the connecting wires.
 - i. Provision of insulation, wherever required, should follow standard approved Railway practice for the purpose.
 - j. Rod joints for points and detectors should be only smithy-welded and the engineer or his representative will test the welded rods before these are installed.
 - k. No work on a **working installation**, e.g., MSDAC, point, track circuit etc. should be undertaken without permission and presence of authorized representative of Engineer- in-charge.
 - l. All materials and equipment to be supplied and used in execution of the work should be to IRS/RDSO/TEC specifications with latest amendments or specification wherever applicable. The other details are given in Para 9 of Special conditions of contract. In case the drawing or specifications of a material gets changed or amendment is issued subsequent to the tender opening, the latest amendments or specification for that material shall apply.
 - m. The fixing of control panel, cable termination and relay racks at the respective places shall have to be done. Wiring of relay racks and control panels shall be carried out as per circuit diagram approved by the Railways. Interconnection arrangements between the racks and control panels are to be made as required.
 - n. The equipment are to be wired in Relay Room, Control panel, power supply arrangement, apparatus case, Cable Termination box, battery Box and in other locations.
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- o. Rodding requires to cross the platform shall be taken in suitable ducts having removable RCC slab covers.
- p. All drawings shall be read with latest alterations.
- q. The contractor's Engineer shall sign all the test reports.
- r. Operating manuals supplied with equipment by the manufacturers shall be handed over by the contractor to Engineer- in-charge.
- s. Potential free contacts on Tag blocks / Terminals to be provided on CT racks/tag blocks as per instruction of the Engineer- in – charge, for wiring of Data-loggers.
- t. Contractor shall use good quality resin core solder of 60/40 grade (Tin/Lead ratio), as required of the approved make (Philco/Khosla or similar) and as directed by Engineer-In charge.
- u. Site order register, Technical register and Site work Registers etc. shall be provided by contractor for keeping various records of the work being executed by contractor, the instructions given to him vis-à-vis complied and the decision taken/deficiencies pointed out during inspections by various officials.
- v. Safety is the responsibility of the Contractor and his staff / employees/ workmen engaged/ deployed for execution of work under the Contract, individually and collectively. For this purpose, the Contractor staff means and includes all his associates and sub-contractors / vendors/ sub-vendors and their staff/ employees/ workmen deployed for execution of the work covered under the contract. The Contractor shall ensure that his workmen participate in the safety awareness, health care and safety training programme whenever such programme are organised by the employer or the Contractor. The Contractor shall take suitable measures like use of Flags/Banner etc. while working in the vicinity of Railway track and use all possible means to ensure the smooth movement of train and various instructions issued by Ministry of Railway time to time in this regard shall be followed by the Contractor.

Note – All works to be executed as per SEM or latest guide lines of Railway board/RDSO/HQ and latest circular issued from time to time.

PART-II : FINANCIAL BID

FINANCIAL BID SHEET
(Schedule of Rates and Quantities)

E -Tender No.: SIG-WS-CONT-AGC-100

NAME OF WORK: - Design, Manufacturing, Supply, Installation, Testing and Commissioning of New Electronic Interlocking at Stations and IBS between Agra Fort - Bandikui section in connection with doubling work (150 km) including all Indoor & Outdoor Signaling and Telecom work of Agra division of North Central Railway.

Approximate value: Rs. 550316856.15

Date of Completion: 24 Months

Schedule: As uploaded on ireps.gov.in.

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

I/We undertake to do the work at _____ % above/below the Schedule of Rates of the _____ Railway as applicable to _____ Division.

Dated _____

Signature of the Tenderer(s)