



**West Central Railway
(Construction Organization)**

Tender Document

(Revision-1)

(Based on IR-SGCC -2022 updated up to ACS-07)

(Part – I)

Office of

Deputy Chief Signal & Telecom Engineer (Construction)

For Chief Administrative Officer Construction)

West Central Railway, Jabalpur

WEST CENTRAL RAILWAY CONSTRUCTION ORGANISATION

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CHAPTER-1

WEST CENTRAL RAILWAY CONSTRUCTION ORGANISATION

TOP SHEET-1

1.	Tender Notice No.	JBP-SnT-CONST-TENDER-132
2.	Bidding System.	Two packet system
3.	Pre-bid Conference (<i>Applicable in tender having advertised value more than Rs. 50 Crores</i>)	NA
4.	Name of Work:	Supply, Installation, Testing and Commissioning of Integrated Tunnel Communication Systems, OFC/quad/leaky cable & provision of Emergency Call Points etc in tunnels and stations in connection with New Broad Gauge line in REWA-SIDHI section of Jabalpur Division in West Central Railway
5.	Dy. Chief signal & telecom Engineer (Con) Unit	Jabalpur
6.	Chief signal & telecom Engineer (Con) Unit	Jabalpur
7.	Applicability of Eligibility Criteria	Any Telecom Indoor work of Networking/ STM/IPMPLS/Radio System along with outdoor work involving OFC/Quad cable/ Leaky cable / Radio System in Railway telecom network
8.	Applicability of Bid Capacity (<i>Applicable in tender having advertised value more than Rs. 20 Crores</i>)	NA
9.	Permissibility of Participation of Joint Venture Firms (<i>Applicable in tender having advertised value more than Rs. 10 Crores</i>)	Applicable
10.	Applicability of Reverse Auction (<i>Applicable in tender having advertised value more than Rs. 50 Crores.</i>)	NA
11.	Applicability of Price Variation Clause (<i>Applicable in tenders having advertised value above Rs. 2 Crores</i>)	NA
12.	Applicability of Advances to the Contractor. (<i>May be Applicable in tender having advertised value more than Rs. 50 Crores.</i>)	NA
13.	Measurement of Works by Railway / Measurement of Works by Contractor	Measurement of Works by Contractor
14.	Estimate No. & Allocation No.	88/W-2/NL/C/23Vol.ipt. (E-3372794) dated 27.01.2023 & Allocation No. 20117703
15.	Location of work site (Dist & State)	Jabalpur & Madhya Pradesh
16.	Address for physical submission of original B.G. towards Bid Security. (<i>Refer Para- (3) of Chapter-2</i>)	Dy CSTE/C/ Office, Ist Floor, DRM office building , Jabalpur – 482001

Note: This Top Sheet duly filled up with relevant information shall be uploaded on IREPS separately while publishing the NIT

For Chief Administrative Officer (Const)
West Central Railway, Jabalpur.

TOP SHEET-2

CHECK LIST FOR SUBMISSION OF TENDERS

1	All Optional documents to be submitted before signing of Contract Agreement/or at the time of submission of Bid.
2	List of documents which are to be submitted by the tenderer along with their offer failing which the tender shall be summarily rejected.
2.1	If Bid Security is submitted through mode of Bank Guarantee then submission of scanned copy of the Bank Guarantee towards Bid Security of the bid on e-tendering portal (IREPS) and original of above Bank Guarantee shall be submitted in the office of as mention under item no.-16 of Top Sheet-1 (as per Para-3 of Instructions to Tenderers (ITT) in Chapter-2)
2.2	Technical Eligibility Criteria as per Para 10.1 & Para 17.15.1 of Chapter-2. Details of works completed/substantially completed during previous 07 years ending last day of month previous to the one in which tender has been invited as shall be submitted as per Annexure-F and F-1 (as applicable), Chapter-6 of the Tender Document along with Work completion/experience certificate.
2.3	Financial Eligibility Criteria as per Para 10.2 & 17.15.2 of Chapter-2. For Annual contractual turnover, Certificate as per Annexure-B of Chapter-6 of Tender Document along with the copies of Audited Balance Sheet duly certified by the Chartered Accountant/Certificate from Chartered Accountant duly supported by Audited Balance Sheet shall be submitted.
2.4	Details of Bid Capacity & Existing commitment as per Para 10.3 & 17.15.3 shall be submitted as per Annexure-G & G-1 of Chapter-6 of Tender Document.
2.5	Certificate as per the proforma enclosed vide Annexure-A & A-1 (as required) Chapter-6 of the Tender Document. The bidder on behalf of tender including its constituents must confirm and certify the provisions of Annexure-A on IREPS. Uploading of physical signed Annexure-A on IREPS portal has been discontinued. Further, in case of other than Company/Proprietary firm, Annexure-A-1 shall also be submitted by each member of a Partnership Firm / Joint Venture (JV)/ Hindu Undivided Family (HUF)/ Limited Liability Partnership (LLP) / when the partnership firm is in JV etc. as the case may be. Non submission of certificate A1, or submission of certificate either not properly filled in, or in a format other than the prescribed format shall lead to SUMMARILY REJECTION of the offer.
2.6	Power of attorney duly notarized and in favour of a single individual should be submitted. As per Para 14, 15, 17 & 18 of tender form (Second sheet) of SGCC and Para 15 of Chapter-2 of the Tender Document.
3	List of important documents which are to be submitted by the tenderer along with their offer.
3.1	Certificate of familiarization to the work site as per Chapter-5 of the Tender Document.
3.2	List of Plant & Machinery available on hand and proposed to be inducted and hired for the tendered work as per the format vide Annexure-D of Chapter-6 of Tender Document.
3.3	List of Personnel/Organisation on hand and proposed to be engaged for the tendered work as per the format vide Annexure-E of Chapter-6 of the Tender Document.
3.4	Declaration regarding association of Railway Officer(s) with tenderer(s) as per the format vide Annexure-H of Chapter-6 of the Tender Document.
3.5	Annexure-C, I, J, K, O, P of Chapter-6 of the Tender Document.

CHAPTER-2

WEST CENTRAL RAILWAY CONSTRUCTION ORGANISATION

Instructions to Tenderers (ITT)

TENDERS FOR WORKS

1. Tender Form: Tender Forms shall embody the contents of the contract documents either directly or by reference and shall be as per specimen form, Annexure-I. e-Tender Forms shall be issued free of cost to all tenderers.

2. Omissions & Discrepancies: Should a tenderer find discrepancies in or omissions from the drawings or any of the Tender Forms or should he be in doubt as to their meaning, he should at once notify the authority inviting tenders. The tender inviting authority may, if deemed necessary, clarify the same to all tenderers. It shall be understood that every endeavor has been made to avoid any error which can materially affect the basis of tender and successful tenderer shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.

3. Bid Security:

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

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

Note:

- (i) The Bid Security shall be rounded to the nearest ₹100. This Bid Security shall be applicable for all modes of tendering.
 - (ii) *Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of Bid Security detailed above.*
 - (iii) *Labour Cooperative Societies shall submit only 50% of above Bid Security detailed above.*
- (b) It shall be understood that the tender documents have been issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Engineer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the Railway.
- (c) If his tender is accepted this Bid Security mentioned in sub clause (a) above will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract. The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.

- (2) The Bid Security shall be deposited in cash through e-payment gateway or submitted as Bank Guarantee bond from a scheduled commercial bank of India or as mentioned in tender documents. The Bank Guarantee bond shall be as per Annexure-Q of Chapter-6 and shall be valid for a period of 90 days beyond the bid validity period.
- (3) In case, submission of Bid Security in the form of Bank Guarantee, following shall be ensured:
 - i. A scanned copy of the Bank Guarantee shall be uploaded on e-Procurement Portal (IREPS) while applying to the tender.
 - ii. The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document before closing date for submission of bids (i.e. excluding the 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 Railway assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

4. Care in Submission of Tenders:

- (a)(i) Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all inclusive to accord with the provisions in Clause-37 of the Standard General Conditions of Contract for the completion of works to the entire satisfaction of the Engineer.
- (a)(ii) Tenderers will examine the various provisions of The Central Goods and Services Tax Act, 2017(CGST)/ Integrated Goods and Services Tax Act, 2017(IGST)/ Union Territory Goods and Services Tax Act, 2017(UTGST)/respective state's State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt. & as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.
- (a)(iii) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to railway immediately after the award of contract, without which no payment shall be released to the Contractor. The Contractor shall be responsible for deposition of applicable GST to the concerned authority.

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

4.1 The bidder on behalf of tender including its constituents must confirm and certify the provisions of Annexure-A on IREPS. In addition to Annexure-A, in case of other than Company/Proprietary firm, **Annexure-A-1** shall also be submitted by the each member of a Partnership Firm/ Joint Venture (JV)/ Hindu Undivided Family (HUF)/ Limited Liability Partnership (LLP) etc. as the case may be. Non submission of above certificate 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.

CONSIDERATION OF TENDERS

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

5A. Two Packets System of Tendering: With a view to assess the tenders technically without being influenced by the financial bids, 'Two Packets System of tendering' shall be adopted wherein tender documents provide for the same.

5B. Pre-Bid Conference: Intenders having advertised value more than Rs 50 Crore or as mentioned in the tender document, Railway shall conduct Pre-Bid Conference(s) with the prospective bidders.

5C. Make in India Policy: 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.

5D. Permission to Bid for a bidder from a country which shares Land boundary with India: Any bidder from the countries sharing a land border with India will be eligible to bid in any procurement of works (including turnkey projects) only if the bidder is registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT), Government of India. For interpretation of this para, Department of Expenditure, Ministry of Finance, Government of India letter F.No.6/18/2019-PPD dated 23/07/2020 shall be referred.

5E. Clarification of Bids: To assist in the examination, evaluation & comparison and prequalification of the Tender, the Railway may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Railway shall not be entertained or considered. The Railway request for clarification and the response of the bidder in this regard shall be in writing.

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

6. Execution of Contract Document: The Tenderer whose tender is accepted shall be required to appear in person at the office of General Manager/General Manager (Construction), Chief Administrative Officer (Construction), Divisional Railway Manager or concerned Engineer, as the case may be, or if tenderer is a firm or corporation, a duly authorized representative shall appear (there would be no need for appear in person if agreement is signed digitally) and execute the contract agreement within seven days of notice from Railways that the Contract Agreement is ready. The Contract Agreement shall be entered into by Railway only after submission of valid Performance Guarantee by the Contractor. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender. In such cases the Railway may determine that such tenderer has abandoned the contract and there upon his tender and acceptance thereof shall be treated as cancelled and the Railway shall be entitled to forfeit the full amount of the Bid Security and other dues payable to the Contractor under this contract. The failed Contractor shall be debarred from participating in the re-tender for that work.

7. Form of Contract Document: Every contract shall be complete in respect of the document it shall so constitute. Not less than 2 copies of the contract document shall be signed by the competent authority and the Contractor and one copy given to the Contractor (there would be no need for appear in person if agreement is signed digitally).

(a) For contracts for specific works, the contract document required to be executed by the tenderer whose tender is accepted shall be an agreement as per specimen form **Annexure-2 of Chapter-7**.

8. Order of Precedence of Documents: In a contract agreement, in case of any difference, contradiction, discrepancy, with regard to conditions of tender/contract, specifications, drawings, Bill(s) of Quantities etc., forming part of the tender/contract, the following shall be the order of precedence:

- (i) Letter of Award/Acceptance (LOA)
- (ii) Bill(s) of Quantities
- (iii) Special Conditions of Contract
- (iv) Technical Specifications as given in tender documents
- (v) Drawings
- (vi) Indian Railways Standard General Conditions of Contract updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.

- (vii) Indian Railways Unified Standard Specification (IRUSS-2019) updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.
- (viii) CPWD Specifications 2019 Vol I & II updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.
- (ix) Indian Railways Unified Standard Specifications (Works and Material) 2010 updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.
- (x) IR Specifications/Guidelines updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.
- (xi) Relevant B.I.S. Codes updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.

ANNEXURE - I

WEST CENTRAL RAILWAY CONSTRUCTION ORGANISATION

TENDER FORM (First Sheet)

Tender No. _____

Name of Work: _____

To

The President of India

Acting through the Chief Administrative Officer (Con), West Central Railway

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

Signature of Tenderer(s)

Date _____

Address of the Tenderer(s)

TENDER FORM (Second Sheet)

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

- (a) Tender Forms – First Sheet and Second Sheet
- (b) Special Conditions/Specifications (enclosed)
- (c) Bill(s) of quantities (as per E-Tender Document)
- (d) Standard General Conditions of Contract and Standard Specifications (Works and Materials) of Indian Railways as amended/corrected upto latest correction slips, copies of which can be seen in the office of Dy. Chief Engineer (Con) or obtained from the office of the Chief Engineer (Con), West Central Railway on payment of prescribed charges.
- (e) Standard Schedule of Rates (SSOR) as amended / corrected upto latest correction slips, copies of which can be seen in the office of Dy. Chief Engineer (Con) or obtained from the office of the Chief Engineer (Con), West Central Railway on payment of prescribed charges.
- (f) All general and detailed drawings pertaining to this work which will be issued by the Engineer or his representatives (from time to time) with all changes and modifications.

2. Drawings for the Work: The Drawing for the work can be seen in the office of the Dy. Chief Engineer (Con) at any time during the office hours. The drawings are only for the guidance of Tenderer(s). Detailed working drawings (if required) based generally on the drawing mentioned above, will be given by the Engineer or his representative from time to time.

3. The Tenderer(s) shall quote his / their rates as a percentage above or below the Standard Schedule of Rates (SSOR) of West Central Railway as applicable to Engineering Department (Construction) except where he/they are required to quote item rates and must tender for all the items shown in the Bill(s) of Quantities attached. The quantities shown in the attached Bill(s) of Quantities are given as a guide and are approximate only and are subject to variation according to the needs of the Railway. The Railway does not guarantee work under each item of the Bill(s) of Quantities. The tenderer(s) shall quote rates / rebates only at specified place in Tender Form supplied by Railway. *Any revision of rates / rebates submitted (quoted) through a separate letter whether enclosed with the bid (Tender Form) or submitted separately or mentioned elsewhere in the document other than specified place shall be summarily ignored and will not be considered.*

3.1 In addition to check list given in E-Tender Document under ‘Compliance’ the tenderer should check once more on important items as under:

- i) Whether the tender offer is accompanied by Power of Attorney and it is accepted by Power of Attorney holder.
- ii) Whether the details submitted in required format duly signed by tenderer and Chartered Accountant as in Annexure-B, G & G1.

iii) Whether all other mandatory documents uploaded **without which tender offer is to be summarily rejected or is liable to be rejected.**

4. Tenders containing erasures and / or alterations of tender documents **are liable to be rejected.** Any correction made by tender(s) in his/their entries must be attested by him / them.

4.1 The tender shall be finalised based on submitted documents & no post tender correspondence shall be entertained. However, if any clarification is required, the Railway at its discretion may sought such clarification from the Tenderers.

The Railway's request for clarification and the response of the contractor shall be in writing. No change in substance of the Bid shall be sought, offered or permitted Except required clarification needed by Railway during evaluation. If the Bidder does not provide clarifications of its Bid by the date and time set in the Railway's request for clarification then his/their offer(s) shall be dealt based on available information with Railways interpretation only.

4.2 While submitting offers the tenderer(s) generally commit mistakes in submitting the mandatory documents like Certificates regarding contracting experience, Audited Balance Sheet duly certified by the Chartered Accountant, Certificate in respect to true and factuality of documents, information in connection with evaluation of bid capacity, Power of Attorney, submission of tenders by authorised signatory, JV related documents etc. As such, the tenderer(s) should go through the tender document very carefully before submitting his/their offer and accordingly upload all the mandatory documents and other relevant documents as per the formats annexed in the tender document.

4.3 The works are required to be completed within a period of months as mentioned on the NIT Header of E-Tender document from the date of issue of acceptance letter.

5. Bid Security:

(a) *Subject to exemptions provided under para 3(1) (a) of Chapter-2 (ITT) of this document,* the tender must be accompanied by a Bid Security as mentioned in tender documents, **failing which the tender shall be summarily rejected.**

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

(c) If his tender is accepted,

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

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

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

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

7. If the tenderer(s) deliberately gives / give wrong information in his / their tender or creates / create circumstances for the acceptance of his / their tender, the Railway reserves the right to reject such tender at any stage.

8. If any partner(s) of a partnership firm expires after the submission of its tender or after the acceptance of its tender, the Railway shall deem such tender as cancelled/contract as terminated under clause 61 of the Standard General Conditions of Contract, unless the firm retains its character as per partnership agreement. If a sole proprietor expires after the submission of tender or after the acceptance of tender, the Railway shall deem such tender as cancelled / contract as terminated under clause 61 of the Standard General Conditions of Contract.

9. Eligibility Criteria:

10.1 Technical Eligibility Criteria:

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

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

or

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

or

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

(b) (1) **In case of composite works** (e.g. works involving more than one distinct component, such as Civil Engineering works, S&T works, Electrical works, OHE works etc. and in the case of major bridges – substructure, superstructure etc.), tenderer must have successfully completed or substantially completed any one of the following categories of works during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:

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

or

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

or

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

Note for

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

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

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

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

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

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

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

Note for Item 10.1:

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

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

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

where

V= Advertised value of the tender in crores of Rupees

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

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

The tenderers shall submit requisite information as per **Annexure-B of Chapter-6** along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/Certificate from Chartered Accountant duly supported by Audited Balance Sheet.

10.3. Bid Capacity: The tender/technical bid will be evaluated based on bid capacity formula detailed as **Annexure-G & G1 of Chapter-6**.

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

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

Explanation for clause 10 including clause 10.1 to 10.4 - Eligibility Criteria:

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

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

3. If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfillment of credentials.
4. **In case of completed work, the value of final bill (gross amount) including the PVC amount (if paid) shall be considered as the completion cost of work. In case final bill is pending, only the total gross amount already paid including the PVC amount (if paid) shall be considered as the completion cost of work.**
- In case of substantially completed work, the total gross amount already paid including the PVC amount (if paid), as mentioned in the certificate, shall be considered as the cost of substantially completed work.***
5. If a bidder has successfully completed a work as subcontractor and the work experience certificate has been issued for such work to the subcontractor by a Govt. Organization or public listed company as defined in Note for Item 10.1 Para 10 of the Tender Form (Second Sheet), the same shall be considered for the purpose of fulfillment of credentials.
6. In case a work is considered similar in nature for fulfillment of technical credentials, the **overall cost including the PVC amount (if paid) of that completed work or substantially completed work, shall be considered** and no separate evaluation for each component of that work shall be made to decide eligibility.
7. In case of newly formed partnership firm, the credentials of individual partners from previous proprietary firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution / split and their share in newly formed partnership firm. For example, a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of 0.3×0.2 * value of the work done in the previous entity. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.
8. In case of existing partnership firm, **if any one or more partners quit the partnership firm**, the credentials of remaining partnership firm shall be re-worked out i.e., the quitting partner(s) shall take away his credentials to the extent of his share on the date of quitting the partnership firm (e.g. in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and credentials of Rs 10 crore; in case partner C quits the firm, the credentials of this partnership firm shall remain as Rs 6 crore). For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.
9. In case of existing partnership firm if any other partner(s) joins the firm without any modification in the name and PAN/TAN no. of the firm, the credentials of partnership firm shall get enhanced to the extent of credentials of newly added partner(s) on the same principles as mentioned in item 6 above. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deeds, dissolution/splitting deeds and proof of surrender of PAN No.(s) in case of dissolution of partnership firm etc.

10. Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., In a partnership firm of A&B partners, A or B partner cannot use credentials of partnership firm of A&B partners in any other partnership firm or propriety firm without leaving partnership firm of A&B partners.
11. In case a partner in a partnership firm is replaced due to succession as per succession law, the proportion of credentials of the previous partner will be passed on to the successor.
12. If the percentage share among partners of a partnership firm is changed, but the partners remain the same, the credentials of the firm before such modification in the share will continue to be considered for the firm as it is without any change in their value. Further, in case a partner of partnership firm retires without taking away any credentials from the firm, the credentials of partnership firm shall remain the same as it is without any change in their value.
13. In a partnership firm "AB" of A&B partners, in case A also works as propriety firm "P" or partner in some other partnership firm "AX", credentials of A in propriety firm "P" or in other partnership firm "AX" earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB.
14. In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm.
15. In case company A is merged with company B, then company B would get the credentials of company A also.

11. Tenderer Credentials:

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

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

- (i) Certificates and testimonials regarding contracting experience for the type of job for which tender is invited with list of works carried out in the past.
- (ii) Audited Balance Sheet duly certified by the Chartered Accountant etc regarding contractual payments received in the past.
- (iii) The list of personnel / organization on hand and proposed to be engaged for the tendered work. Similarly list of Plant & Machinery available on hand and proposed to be inducted and hired for the tendered work.
- (iv) The bidder on behalf of tender including its constituents must confirm and certify the provisions of Annexure-A on IREPS. In addition to Annexure-A, in case of other than Company/Proprietary firm, **Annexure-A-1** shall also be submitted by the each member of a Partnership Firm/ Joint Venture (JV)/ Hindu Undivided Family (HUF)/ Limited Liability Partnership (LLP) etc. as the case may be. Non submission of **certificate** by the bidder shall result in **summarily rejection** of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify state and submit the supporting documents duly self-attested/digitally signed by which they/he are/is qualifying the Qualifying Criteria mentioned in the Tender Document.

(v) The Railway reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the Railway, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Railway shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the Railway thereunder.

(vi) (a) In case of any information submitted by tenderer is found to be false, forged or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender Bid Security besides banning of business for a period of upto two years.

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

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

13. Execution of Contract Documents: The successful Tenderer(s) shall be required to execute an agreement with the President of India acting through the Chief Engineer (Con)/Dy. Chief Engineer (Con), West Central Railway for carrying out the work according to Standard General Conditions of Contract, Special Conditions / Specifications annexed to the tender and Standard Specifications (Works and Materials) of Railway as amended/corrected upto latest correction slips, mentioned in tender form (First Sheet).

14. Documents to be submitted along with Tender:

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

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

(a) Sole Proprietorship Firm:

All documents in terms of Para 10 of the Tender Form (Second Sheet) above.

(b) HUF:

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

(ii) All other documents in terms of Para 10 of the Tender Form (Second Sheet) above.

(c) Partnership Firm:

All documents as mentioned in para 18 of the Tender Form (Second Sheet).

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

(e) Company registered under Companies Act 2013:

- (i) The copies of **MOA (Memorandum of Association) / AOA (Articles of Association)** of the company
- (ii) A copy of Certificate of Incorporation
- (iii) A copy of Authorization/Power of Attorney issued by the Company (backed by 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 of Para 10 of the Tender Form (Second Sheet) above.

(f) LLP (Limited Liability Partnership):

- (i) A copy of LLP Agreement
- (ii) A copy of Certificate of Incorporation
- (iii) A copy of Power of Attorney/Authorization issued by the LLP in favour of the individual to sign the tender on behalf of the LLP and create liability against the LLP.
- (iv) **An undertaking by all partners of the LLP** that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation intenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were / are partners/members. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.
- (v) All other documents in terms of Para 10 of the Tender Form (Second Sheet) above.

(g) Registered Society & Registered Trust:

- (i) A copy of the 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) above
- (iii) *If it is NOT mentioned in the submitted tender that tender is being submitted on behalf of a Sole Proprietorship firm / Partnership firm / Joint Venture / Registered Company etc., then the tender shall be treated as having been submitted by the individual who has signed the tender.*
- (iv) After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm / Partnership Firm / Registered Company/ Registered Trust / Registered Society / HUF/LLP etc. shall be neither asked nor considered, if submitted. Further, no suo moto cognizance of any document available in public domain (i.e., on internet etc.) or in Railway's record/office files etc. will be taken for consideration of the tender, if no such mention is available in tender offer submitted.
- (v) A tender from JV / Partnership firm etc. shall be considered only where permissible as per the tender conditions.

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

15. The tenderer whether sole proprietor/ a company or a partnership firm / registered society/ registered trust/ HUF/ LLP etc **if they want to act through agent or individual partner(s), should submit along with the tender, a copy of power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person specifically authorizing him/them to 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.

- **For JV participation, all the members** (i.e. Partnership Firm/ Proprietary Firm or HUF/ Company/LLP Firm/Society or Trust) **shall invariably submit Power of Attorney/Affidavit/Authorization in favour of the individual to sign the MOU/JV Agreement on behalf of the partnership firm and create liability against the firm as per para-17.14.1(iii), 17.14.2(i), 17.14.3(iv), 17.14.4(iv), 17.14.5(iv) of SGCC, otherwise offer will be summarily rejected.**

16. Employment/Partnership etc. of Retired Railway Employees (Para-16 of SGCC):

(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

For Chief Administrative Officer (Const)
West Central Railway, Jabalpur.

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: -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 Standard General Condition of contract.

JOINT VENTURE (JV) IN WORKS TENDERS

17. Participation of Joint Venture (JV) in Works Tender: This para shall be applicable for works tenders wherein tender documents provide for the same.

17.1 Separate identity/name shall be given to the Joint Venture.

17.2 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 the 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%.

17.3 A member of JV shall not be permitted to participate either in individual capacity or as a member of another JV in the same tender.

17.4 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.**

17.5 Bid Security shall be submitted by JV or authorized person of JV either as:

- (i) Cash through e-payment gateway or as mentioned in tender document, or
- (ii) Bank Guarantee bond either in the name of JV, or in the name of all members of JV as per MOU irrespective of their share in the JV if the JV has not been constituted legally till the date of submission of tender.

17.6 A copy of Memorandum of Understanding (MoU) duly executed by the JV members on a stamp paper, shall be submitted by the JV along with the tender. The complete details of the members of the JV, their share and responsibility in the JV etc. particularly with reference to financial, technical and other obligations shall be furnished in the MoU.

17.7 Once the tender is submitted, the MoU shall not normally be modified / altered / terminated during the validity of the tender. In case the tenderer fails to observe/comply with this stipulation, the full Bid Security shall be liable to be forfeited.

17.8 Approval for change of constitution of JV shall be at the sole discretion of the Railway. The constitution of the JV shall not normally be allowed to be modified after submission of the 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**.

17.9 Similarly, after the contract is awarded, the constitution of JV shall not be allowed to be altered during the currency of contract except when modification becomes inevitable due to succession laws etc. and minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract conditions.

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

17.11 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 JV entity is to be registered as Company) or before the Registrar/Sub-Registrar under the 'The Indian Partnership Act, 1932' (in case JV entity is to be registered as Partnership Firm) or under 'The LLP Act 2008' (in case JV entity is to be registered as LLP). **A separate PAN shall be obtained for this entity.** The documents pertaining to this entity including its PAN shall be furnished to the Railways before signing the contract agreement for the work. In case the tenderer fails to observe/comply with this stipulation within 60 days of issue of LOA, contract is liable to be terminated. In case contract is terminated railway shall be entitled to forfeit the full amount of the Bid Security and other dues payable to the Contractor under this contract. The entity so registered, in the registered documents, shall have, inter-alia, following Clauses:

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

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

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

17.12 Authorized Member - Joint Venture members in the JV MoU **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.

17.13 No member of the Joint Venture shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of the Railway in respect of the said tender/contract.

17.14 Documents to be enclosed by the JV along with the tender:

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

- (i) A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar.
- (ii) A copy of consent of all the partners or individual authorized by partnership firm, to enter into the Joint Venture Agreement on a stamp paper,
- (iii) A notarized or registered copy of Power of Attorney (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.

(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.

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

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

17.14.3 In case one or more members of the JV is/are companies, the following documents shall be submitted:

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

17.14.4 In case one or more members of the JV is/are LLP firm/s, the following documents shall be submitted:

- (i) A copy of LLP Agreement.
- (ii) A copy of Certificate of Incorporation of LLP
- (iii) A copy of resolution passed by partners of LLP firm, permitting the Firm to enter into a JV agreement
- (iv) A copy of Authorization /copy of Power of Attorney issued by the LLP firm (backed by resolution passed by the Partners) in favour of the individual, to sign the tender and/or sign the MOU/ JV agreement on behalf of the LLP and create liability against the LLP.
- (v) An undertaking by all partners of the LLP that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.

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

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

17.14.6 All other documents in terms of Para 10 of the Tender Form (Second Sheet) above.

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

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

17.15.1 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 for Clause 17.15.1:

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

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

17.15.2 Financial Eligibility Criteria

The JV shall satisfy the requirement of "Financial Eligibility" mentioned at para 10.2 above. **The "financial capacity" of the lead partner of JV shall not be less than 51% of the financial eligibility criteria** mentioned at para 10.2 above.

The arithmetic sum of individual "financial capacity" of all the members shall be taken as JV's "financial capacity" to satisfy this requirement.

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

17.15.3 Bid Capacity

The JV shall satisfy the requirement of “Bid Capacity” requirement mentioned at para 10.3 above. The arithmetic sum of individual “Bid capacity” of all the members shall be taken as JV’s “Bid capacity” to satisfy this requirement.

18 Participation of Partnership Firms in works tenders:

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

18.3 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 prior to submission of tender.

18.4 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.

18.5 *Once the tender has been submitted, the constitution of the firm shall not 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 submission of tender shall be with the consent of all partners and with the signatures of all partners as that in the Partnership Deed. Failure to observe this requirement shall render the offer invalid and full Bid Security shall be forfeited.*

If any Partner/s withdraws from the firm after submission of the tender and before the award of the contract, the offer shall be rejected and Bid Security of the tenderer will be forfeited. If any new partner joins the firm after submission of tender but prior to award of contract, his / her credentials shall not qualify for consideration towards eligibility criteria either individually or in proportion to his share in the previous firm. In case the tenderer fails to inform Railway before hand 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 the Standard General Conditions of Contract.

18.6 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.

18.7 The tender form shall be submitted only in the name of partnership firm. **The Bid Security shall be submitted by partnership firm through e-payment gateway or as mentioned in tender document. The EMD submitted in the name of any individual partner or in the name of authorized partner (s) shall not be considered.**

18.8 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.

18.9 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.

18.10 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.

(a) Joint and several liabilities:

The partners of the firm to which the Letter of Acceptance (LOA) is issued, shall be jointly and severally liable to the Railway for execution of the contract in accordance with General and Special Conditions of the Contract. The partners shall also be liable jointly and severally for the loss, damages caused to the Railway during the course of execution of the contract or due to non-execution of the contract or part thereof.

(b) Duration of the partnership deed and partnership firm agreement:

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 Standard General Conditions of Contract.

(c) Governing laws: The partnership firm agreement shall in all respect be governed by and interpreted in accordance with the Indian laws.

(d) No partner of the firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other partner/s and that of the Railway.

18.11 The tenderer shall clearly specify that the tender is submitted on behalf of a partnership firm. The following documents shall be submitted by the partnership firm, with the tender:

(i) A notarized copy of partnership Deed or a copy of the Partnership deed registered with the Registrar.

(ii) A notarized or registered copy of Power of Attorney in favour of the individual to tender for the work, sign the agreement etc. and create liability against the firm.

(iii) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm 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) above.**

18.12 Evaluation of eligibility of a partnership firm:

Technical and financial eligibility of the firm shall be adjudged based on satisfactory fulfillment of the eligibility criteria laid down in **Para 10 of the Tender Form (Second Sheet) above.**

19 Advances to Contractor –

If specifically provided in Tender Documents of tender having advertised value more than Rs 50 Crores, Railway shall make payment, as an Interest bearing advances, as per Contractor's request. These advances shall carry a simple interest @ **RBI Bank Rate + 5% (Ref- Rly Board's Lr. No. 2018/CE-I/CT/1 dtd. 10.03.2022).** The payment and recovery of such advances shall be made as per manners prescribed in Clause 46.4 of the Standard General Conditions of Contract.

**WEST CENTRAL RAILWAY CONSTRUCTION ORGANISATION
EXCERPTS OF STANDARD GENERAL CONDITIONS OF CONTRACT**

GENERAL OBLIGATIONS

1. (1) Law Governing the Contract: The contract shall be governed by the law for the time being in force in the Republic of India. (Para-3.(1) of SGCC-2022)

1.(2) Compliance to Regulations and Bye-Laws: The Contractor shall conform to the provision of any statute relating to the works and regulations and bye-laws of any local authority and of any water and lighting companies or undertakings, with whose system the work is proposed to be connected and shall before making any variation from the drawings or the specifications that may be necessitated by so confirming give to the Engineer notice specifying the variation proposed to be made and the reason for making the variation and shall not carry out such variation until he has received instructions from the Engineer in respect thereof. The Contractor shall be bound to give all notices required by statute, regulations or bye-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof. (Para-3.(2) of SGCC-2022)

1.(3) Environmental and Forest clearances:

The Railway represents and warrants that the environmental and forest clearances pertaining to the work commensurate with the progress of work/agreed programme, will be obtained by Engineer. In the event of any delay in securing respective clearances leading to delay in execution of work, the Contractor shall be entitled to Extension of Time for the period of such delay in accordance with the provisions of Clause-17A(ii) of SGCC-2022. (Para-3.(3) of SGCC-2022)

2. Communications to be in Writing: All notices, communications, reference and complaints made by the Railway or the Engineer or the Engineer's Representative or the Contractor inter-se concerning the works shall be in writing or e-mail on registered e-mail IDs and no notice, communication, reference or complaint not in writing or through e-mail, shall be recognized. (Para-4 of SGCC-2022)

3. Service of Notices on Contractors: The Contractor shall furnish to the Engineer the name, designation and address of his authorized agent and all complaints, notices, communications and references shall be deemed to have been duly given to the Contractor, if delivered to the Contractor or his authorized agent or left at or posted to the address so given and shall be deemed to have been so given in the case of posting on day on which they would have reached such address in the ordinary course of post/e-mail or on the day on which they were so delivered or left. In the case of contract by partners, any change in the constitution of the firm shall be forthwith notified by the Contractor to the Engineer. (Para-5 of SGCC-2022)

4. Occupation and Use of Land: No land belonging to or in the possession of the Railway shall be occupied by the Contractor without the permission of the Railway. The Contractor shall not use, or allow to be used the site for any purposes other than that of executing the works. Whenever non-railway bodies/persons are permitted to use railway premises with competent authority's approval, conservancy charges as applicable from time to time may be levied. (Para-6 of SGCC-2022)

5. Assignment or Subletting of Contract: The Contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein any manner whatsoever without the special permission in writing of the Chief Engineer, save as provided below. Any breach of this condition shall entitle the Railway to rescind the contract under Clause 62 of Standard General Conditions of Contract and also render the Contractor liable for payment to the Railway in respect of any loss or damage arising or ensuing from such cancellation; provided always that execution of the details of the work by petty Contractor under the direct and personal supervision of the Contractor or his agent shall not be deemed to be sub-letting under this clause.

In case Contractor intends to subcontract part of work, he shall submit a proposal in writing seeking permission of Chief Engineer for the same. While submitting the proposal to railway, Contractor shall ensure the following:

(a) (i) Total value of work to be assigned to sub-contractor(s) shall not be more than 50% of total contract value.

(ii) The subcontractor shall have successfully completed at least one work similar to work proposed for subcontract in last 5 years, ending date of submission of proposal by Contractor to Railway, costing not less than 35% value of work to be subletted, through a works contract. For fulfilment of above, Work Experience Certificate issued by a Govt. Department/Organisation shall be considered. Further, Work Experience Certificate issued by a Public listed company shall be considered provided the company is having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, registered at least 5 years back from the date of submission of proposal by Contractor to Railway and work experience certificate issued by a person authorised by the Public Listed Company to issue such certificates.

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

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

(iii) There is no banning with the sub-contractor in force over IR.

(b) The Contractor shall provide to the Engineer a copy of the agreement to be entered into by Contractor with subcontractor. No subcontractor shall be permitted without a formal agreement between Contractor and subcontractor. This agreement shall clearly define the scope of work to be carried out by subcontractor and the terms of payment in clear & unambiguous manner.

(c) On receipt of approval from Chief Engineer, Contractor shall enter into a formal agreement legally enforceable in Court of Law with subcontractor and submit a copy of the same to the Engineer.

(d) The Contractor shall intimate to the Engineer not less than 7 days in advance, the intended date of commencement of subcontractor's work.

(e) Once having entered into above agreement, Contractor shall discontinue such arrangement, if he intends to do so at his own or on the instruction of Railway, with prior intimation to Chief Engineer.

(f) The Contractor shall indemnify railway against any claim of subcontractor.

(g) The Contractor shall release payment to the Sub-contractor(s) promptly and shall endeavour to resolve all issues amicably and speedily with the Sub-contractor(s), so that the execution of work is not affected in any manner whatsoever.

(h) In addition to issuance of work experience certificate to Contractor, the Engineer, when, based on documents, is satisfied that subcontracted work has been carried out by subcontractor, shall issue work experience certificate to the subcontractor also for the portion of work subcontracted and successfully completed by the sub-contractor.

***Note:** Work Experience Certificate to the subcontractor shall be issued only when the contractor's work is complete and contractor is entitled for the issuance of Work Experience Certificate. However, in the same contract, when the Chief Engineer, based on documents, is satisfied that the subcontractor has successfully carried out subletted work, without issuance of work experience certificate to subcontractor at this stage, the Chief Engineer can, only once, consider the successfully completed subletted work for the fulfilment of eligibility for further subletting of work to the subcontractor in the same contract. When the contractor's work is complete and contractor is entitled for the issuance of work experience certificate, the subcontractor shall be issued one Work Experience Certificate for the total scope of work executed by the subcontractor in the contract.*

(i) The responsibility of successful completion of work by subcontractor shall lie with Contractor. Subcontracting will in no way relieve the Contractor to execute the work as per terms of the Contract.

(j) Further, in case Engineer is of the view that subcontractor's performance is not satisfactory, he may instruct the Contractor to remove the subcontractor from the work and Contractor has to comply with the above instructions with due promptness. Contractor shall intimate the actual date of discontinuation of subcontract to Engineer. No claim of Contractor whatsoever on this account shall be entertained by the Railway and this shall be deemed as 'excepted matter' (matter not arbitrable).

(k) The permitted subcontracting of work by the Contractor shall not establish any contractual relationship between the sub-contractor and the Railway and shall not relieve the Contractor of any responsibility under the Contract. (Para-7 of SGCC-2022)

6. Assistance by Railway for the Stores to be obtained by the Contractor: Owing to difficulty in obtaining certain materials (including Tools & Plant) in the market, the Railway may have agreed without any liability therefore to endeavour to obtain or assist the Contractor in obtaining the required quantities of such materials as may be specified in the Tender. In the event of delay or failure in obtaining the required quantities of the aforesaid material, the Contractor shall not be deemed absolved of his own responsibility and shall keep in touch with the day to day position regarding their availability and accordingly adjust progress of works including employment of labour and the Railway shall not in any way be liable for the supply of materials or for the non-supply thereof for any reasons whatsoever nor for any loss or damage arising in consequence of such delay or non-supply. (Para-8 of SGCC- 2022)

7. Railway Passes: No free railway passes shall be issued by the Railway to the Contractor or any of his employee/worker. (Para-9 of SGCC-2022)

8. Representation on Works: The Contractor shall, when he is not personally present on the site of the works place, keep a responsible agent at the works during working hours who shall on receiving reasonable notice, present himself to the Engineer and orders given by the Engineer or the Engineer's representative to the agent shall be deemed to have the same force as if they had been given to the Contractor. Before absenting himself, the Contractor shall furnish the name and address of his agent for the purpose of this clause and failure on the part of the Contractor to comply with this provision at any time will entitle the Railway to rescind the contract under Clause 62 of these Conditions. (Para-12 of SGCC-2022)

9. Excavated Material: The Contractor shall not sell or otherwise dispose of or remove except for the purpose of this contract, the sand, stone, clay ballast, earth, rock or other substances or materials which may be obtained from any excavation made for the purpose of the works or any building or produced upon the site at the time of delivery of the possession thereof but all the substances, materials, buildings and produce shall be the property of the Railway provided that the Contractor may, with the permission of the Engineer, use the same for the purpose of the works either free of cost or pay the cost of the same at such rates as may be determined by the Engineer. (Para-14 of SGCC-2022)

10. Indemnity by Contractors: 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. (Para-15 of SGCC-2022)

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

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

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

Note: Security Deposit deposited in cash by the Contractor or recovered from the running bills of a Contractor or submitted by contractor as Term Deposit Receipt(s) can be refunded/returned to the contractor, in lieu of irrevocable Bank Guarantee bond issued from scheduled commercial bank of India, to be submitted by him, for an amount equal to or more than the already available Security Deposit, provided however that, in a contract of value less than Rs. 50 Crore, such refund/ return of the already available Security Deposit is permitted up to two times and in a contract of value equal to or more than Rs. 50 Crore, such refund / return of the already available Security Deposit is permitted up to three times. (Para-16(1) of SGCC-2022)

11.(2)(i) Refund of Security Deposit: Security Deposit mentioned in sub clause (1) above shall be returned to the Contractor after the following:

- (a) Final Payment of the Contract as per clause 51.(1) of GCC and
- (b) Execution of Final Supplementary Agreement or Certification by Engineer that Railway has No Claim on Contractor and
- (c) Maintenance Certificate issued, on expiry of the maintenance period as per clause 50.(1) of GCC in case applicable. (Para-16.(2)(i) of SGCC-2022)

11.(2)(ii) Forfeiture of Security Deposit: Whenever the contract is rescinded as a whole under clause 62 (1) of these conditions, the Security Deposit already with railways under the contract shall be forfeited. However, in case the contract is rescinded in part or parts under clause 62 (1) of these conditions, the Security Deposit shall not be forfeited. (Para-16.(2)(ii) of SGCC-2022)

11.(3) No interest shall be payable upon the Bid Security and Security Deposit or amounts payable to the Contractor under the Contract, but Government Securities deposited in terms of Sub-Clause 11.(4)(b) of this clause will be payable with interest accrued thereon. (Para-16.(3) of SGCC-2022)

11.(4) Performance Guarantee

The procedure for obtaining Performance Guarantee is outlined below:

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

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

The failed Contractor shall be debarred from participating in re-tender for that work.

- (b) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, **amounting to 5% of the original contract value**:
- (i) A deposit of Cash;
 - (ii) Irrevocable Bank Guarantee;
 - (iii) Government Securities including State Loan Bonds at 5% below the market value;
 - (iv) Pay Orders and Demand Drafts tendered by any Scheduled Commercial Bank of India;
 - (v) Guarantee Bonds executed or Deposits Receipts tendered by any Scheduled Commercial Bank of India;
 - (vi) Deposit in the Post Office Saving Bank;
 - (vii) Deposit in the National Savings Certificates;
 - (viii) Twelve years National Defence Certificates;
 - (ix) Ten years Defence Deposits;
 - (x) National Defense Bonds and
 - (xi) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of FA&CAO (free from any encumbrance) may be accepted.
- (c) The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the Contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.
- (d) The value of PG to be submitted by the Contractor is based on original contract value and shall not change due to subsequent variation(s) in the original contract value.
- (e) The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily.
- (f) Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be encashed in addition to forfeiture of Security Deposit available with railway.
- (g) The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
- (i) Failure by the Contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.
 - (ii) Failure by the Contractor to pay President of India any amount due, either as agreed by the Contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer.
 - (iii) The Contract being determined or rescinded under clause 62 of these conditions. (Para-16.(4) of SGCC-2022)

12. Force Majeure Clause: If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics/pandemics, strikes, lockouts or acts of God (hereinafter, referred to events) provided, notice of the happening of any such event is given by either party to the other within 30 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Engineer as to whether the works have been so resumed or not shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party. (Para-17 of SGCC-2022)

12-A Extension of Time in Contracts: Subject to any requirement in the contract as to completion of any portion or portions of the works before completion of the whole, the Contractor shall fully and finally complete the whole of the works comprised in the contract (with such modifications as may be directed under conditions of this contract) by the date entered in the contract or extended date in terms of the following clauses:

- (i) **Extension due to Modification:** If any modifications have been ordered which in the opinion of the Engineer have materially increased the magnitude of the work, then such extension of the contracted date of completion may be granted as shall appear to the Engineer to be reasonable in the circumstances, provided moreover that the Contractor shall be responsible for requesting such extension of the date as may be considered necessary as soon as the cause thereof shall arise and in any case not less than one month before the expiry of the date fixed for completion of the works.
- (ii) **Extension for Delay not due to Railway or Contractor:** If in the opinion of the Engineer, the progress of work has any time been delayed by any act or neglect of Railway's employees or by other Contractor employed by the Railway under Sub- Clause (4) of Clause 20 of Standard General Conditions of Contract or in executing the work not forming part of the contract but on which Contractor's performance necessarily depends or by reason of proceeding taken or threatened by or dispute with adjoining or to neighbouring owners or public authority arising otherwise through the Contractor's own default etc. or by the delay authorized by the Engineer pending arbitration or in consequences of the Contractor not having received in due time necessary instructions from the Railway for which he shall have specially applied in writing to the Engineer or his authorized representative then upon happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer within 15 days of such happening, but shall nevertheless make constantly his best endeavours to bring down or make good the delay and shall do all that may be reasonably required of him to the satisfaction of the Engineer to proceed with the works. The Contractor may also indicate the period for which the work is likely to be delayed and shall be bound to ask for necessary extension of time. The Engineer on receipt of such request from the Contractor shall consider the same and shall grant such extension of time as in his opinion is reasonable having regard to the nature and period of delay and the type and quantum of work affected thereby. No other compensation shall be payable for

works so carried forward to the extended period of time; the same rates, terms and conditions of contract being applicable as if such extended period of time was originally provided in the original contract itself.

- (iii) **Extension for Delay due to Railways:** In the event of any failure or delay by the Railway to hand over the Contractor possession of the lands necessary for the execution of the works or to give the necessary notice to commence the works or to provide the necessary drawings or instructions or any other delay caused by the Railway due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the contract or alter the character thereof or entitle the Contractor to damages or compensation therefor, but in any such case, the Railway may grant such extension or extensions of the completion date as may be considered reasonable.

The Contractor shall indicate the period for which the work is likely to be delayed and shall seek extension of time as may be considered necessary under clause 12A(i) or/and 12A(ii) or/ and 12A(iii) above, as soon as the cause thereof shall arise and, in any case, not less than 15 days before the expiry of the date fixed for completion of the works. The Engineer shall consider the same and shall grant and communicate such extension of time as in his opinion is reasonable having regard to the nature and period of delay and the type and quantum of work affected thereby. No other compensation shall be payable for works so carried forward to the extended period of time; the same rates, terms and conditions of contract being applicable, as if such extended period of time was originally provided in the original contract itself.

The non-submission of request for extension or submission of request within less than 15 days before the expiry of the date fixed for completion of the works, shall make him ineligible for extension under these sub clauses, subject to final decision of Engineer. (Para-17A of SGCC-2022)

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

The time for the execution of the work or part of the works specified in the contract documents shall be deemed to be the essence of the contract and the works must be completed not later than the date(s) as specified in the contract. If the Contractor fails to complete the works within the time as specified in the contract for the reasons other than the reasons specified in Clause 12 and 12-A, the Railway may, if satisfied that the works can be completed by the Contractor within reasonable short time thereafter, allow the Contractor for further extension of time (Proforma at Annexure-VII of Standard General Condition of Contract) as the Engineer may decide. On such extension the Railway will be entitled without prejudice to any other right and remedy available on that behalf, to recover from the Contractor as agreed damages and not by way of penalty for each week or part of the week, a sum calculated at the rate of Liquidated Damages as decided by Engineer, between 0.05% to 0.30% of contract value of the works for each week or part of the work.

For the purpose of this Clause, the contract value of the works shall be taken as value of work as per contract agreement including any supplementary work order/contract agreement issued. ***Provided also, that the total amount of liquidated damages under this condition shall not exceed 5% of the contract value or of the total value of the item or groups of items of work for which a separate distinct completion period is specified in the contract.***

Provided further, that if the Railway is not satisfied that the works can be completed by the Contractor and in the event of failure on the part of the contractor to complete the work

within further extension of time allowed as aforesaid, the Railway shall be entitled without prejudice to any other right or remedy available in that behalf, to appropriate the contractor's Security Deposit and rescind the contract under Clause 62 of GCC, whether or not actual damage is caused by such default.

NOTE:

In a contract, where extension(s) of time have been allowed once under clause 12B, further request(s) for extension of time under clause 12A can also be considered under exceptional circumstances. Such extension(s) of time under clause 12A shall be without any Liquidated damages, but the Liquidated damages already recovered during extension(s) of time granted previously under clause 12B shall not be waived. **However, Price variation during such extension(s) shall be dealt as applicable for extension(s) of time under clause 12B.**

(Para-17B of SGCC-2022)

12-C Bonus for Early Completion of Work: In case of open tenders having value more than Rs. 20 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. (Para-17C of SGCC-2022)

EXECUTION OF WORKS

13.(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. (Para-19.(1) of SGCC-2022)

13.(2) Commencement of Works: The Contractor shall commence the works within 15 days after the receipt by him of an order in writing to this effect from the Engineer and shall proceed with the same with due expedition and without delay. (Para-19.(2) of SGCC-2022)

13.(3) Accepted Programme of Work: The Contractor who has been awarded the work shall as soon as possible but not later than 30 days after the date of receipt of the acceptance letter in respect of contracts with initial completion period of two years or less or not later than 90 days for other contracts have to submit the detailed programme of work indicating the time schedule of various items of works in the form of Bar Chart/PERT/CPM. He shall also submit the details of organisation (in terms of labour and supervisors), plant and machinery that he intends to utilize (from time to time) for execution of the work within stipulated date of completion. The programme of work amended as necessary by discussions with the Engineer, shall be treated as the agreed programme of the work for the purpose of this contract and the Contractor shall endeavor to fulfill this programme of work. The progress of work will be watched accordingly and the liquidated damages will be with reference to the overall completion date. Nothing stated herein shall preclude the Contractor in achieving earlier completion of item or whole of the works than indicated in the programme.

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

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

A general description of the methods which the Contractor intends to adopt, and of the major stages, in the execution of the Works, and details showing the Contractor's reasonable estimate for the number of each class of Contractor's Personnel & Equipment, required on the Site for each major stage.

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

If, at any time, the Engineer gives notice to the Contractor that a programme fails (to the extent stated) to comply with the Contract or to be consistent with actual progress and the Contractor's stated intentions, the Contractor shall submit a revised programme to the Engineer within 15 days in accordance with this Sub-Clause. (Para-19.(3) of SGCC-2022)

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

Such checking shall not absolve the Contractor of his own responsibility of maintaining accuracy in the work. The Contractor shall carefully protect and preserve all bench marks, sight rails, pegs and other things used in setting out the work. (Para-19.(4) of SGCC-2022)

14.(1) Compliance to Engineer's Instructions: The Engineer shall direct the order in which the several parts of the works shall be executed and the Contractor shall execute without delay all orders given by the Engineer from time to time; but the Contractor shall not be relieved thereby from responsibility for the due performance of the works in all respects. (Para-20.(1) of SGCC-2022)

14.(2) Alterations to be Authorized: No alterations in or additions to or omissions or abandonment of any part of the works shall be deemed authorised, except under instructions from the Engineer. The Contractor shall be responsible to obtain such instructions in each and every case in writing from the Engineer. (Para-20.(2) of SGCC-2022)

14.(3) Extra Works: Should works over and above those included in the contract require to be executed at the site, the Contractor shall have no right to be entrusted with the execution of such works which may be carried out by another Contractor or Contractors or by other means at the option of the Railway. (Para-20.(3) of SGCC-2022)

14.(4) Separate Contracts in Connection with Works: The Railway shall have the right to let other contracts in connection with the works. The Contractor shall afford other Contractors reasonable opportunity for the storage of their materials and the execution of their works and shall properly connect and coordinate his work with theirs. If any part of the Contractor's work depends upon proper execution or result upon the work of another Contractor(s), the Contractor shall inspect and promptly report to the Engineer any defects in such works that render it unsuitable for such proper execution and results. The Contractor's failure so-to inspect and report shall constitute an acceptance of the other Contractor's work as fit and proper for the reception of his work, except as to defects which may develop in the other Contractor's work after the execution of his work. (Para-20.(4) of SGCC-2022)

15. Instruction of Engineer's Representative: Any instructions or approval given by the Engineer's representative to Contractor in connection with the works shall bind the Contractor as though it had been given by the Engineer provided always as follows:

- (a) Failure of the Engineer's representative to disapprove any work or materials shall not prejudice the power of the Engineer thereafter to disapprove such work or material and to order the removal or breaking up thereof.
- (b) If the Contractor shall be dissatisfied by reason of any decision of the Engineer's representative, he shall be entitled to refer the matter to the Engineer who shall there upon confirm or vary such decision. (Para-21 of SGCC-2022)

16.(1) Adherence to Specifications and Drawings: The site and the detailed drawings shall be made available to the contractor commensurate with the accepted programme of work submitted under clause 13(3). 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 therefrom and shall be responsible for all loss to the Railway. (Para-22.(1) of SGCC-2022)

16.(2) 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. (Para-22.(2) of SGCC-2022)

16.(3) 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. (Para-22.(3) of SGCC-2022)

16.(4) Compliance with Contractor's Request for Details: The Engineer shall furnish with reasonable promptness, after receipt by him of the Contractor's request, additional instructions by means of drawings or otherwise, necessary for the proper execution of the works or any part thereof. All such drawings and instructions shall be consistent with the Contract Documents and reasonably inferable therefrom. (Para-22.(4) of SGCC-2022)

16.(5) Meaning and Intent of Specification and Drawings: If any ambiguity arises as to the meaning and intent of any portion of the Specifications and Drawings or as to execution or quality of any work or material, or as to the measurements of the works the decision of the Engineer thereon shall be final subject to the appeal (within 7 days of such decision being intimated to the Contractor) to the Chief Engineer who shall have the power to correct any errors, omissions, or discrepancies in aforementioned items and whose decision in the matter in dispute or doubt shall be final and conclusive. (Para-22.(5) of SGCC-2022)

17. Working during Night: The Contractor shall not carry out any work between sun-set and sun-rise without the previous permission of the Engineer. However, if the Engineer is satisfied that the work is not likely to be completed in time except by resorting to night work, he may order the same without confirming any right on the Contractor for claiming any extra payment for the same. (Para-23 of SGCC-2022)

18. Damage to Railway Property or Private Life and Property: 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. (Para-24 of SGCC-2022)

19. Sheds, Storehouses and Yards: The Contractor shall at his own expense provide himself with sheds, storehouses and yards in such situations and in such numbers as in the opinion of the Engineer is requisite for carrying on the works and the Contractor shall keep at each such sheds, storehouses and yards a sufficient quantity of materials and plant in stock as not to delay the carrying out of the works with due expedition and the Engineer and the Engineer's representative shall have free access to the said sheds, store houses and yards at any time for the purpose of inspecting the stock of materials or plant so kept in hand, and any materials or plant which the Engineer may object to shall not be brought upon or used in the works, but shall be forthwith removed from the sheds, storehouses or yards by the Contractor. The Contractor shall at his own expenses provide and maintain suitable mortar mills, soaking vats or any other equipments necessary for the execution of the works. (Para-25 of SGCC-2022)

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

20.1 The Contractor shall place and keep on the works at all times efficient and competent staff to give the necessary directions to his workmen and to see that they execute their work in sound & proper manner and shall employ only such supervisors, workmen & labourers in or about the execution of any of these works as are careful and skilled in the various trades.

20.2 The Contractor shall at once remove from the works any agents, permitted sub-contractor, supervisor, workman or labourer who shall be objected to by the Engineer and if and whenever required by the Engineer, he shall submit a correct return showing the names of all staff and workmen employed by him.

20.3 In the event of the Engineer being of the opinion that the Contractor is not employing on the works a sufficient number of staff and workmen as is necessary for proper completion of the works within the time prescribed, the Contractor shall forthwith on receiving intimation to this effect deploy the additional number of staff and labour as specified by the Engineer within seven days of being so required and failure on the part of the Contractor to comply with such instructions will entitle the Railway to rescind the contract under Clause 62 of Standard General Conditions of Contract. (Para-26 of SGCC-2022)

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

21A.1 The Contractor shall also employ qualified Graduate Engineer(s) or equivalent or qualified Diploma Engineer(s), as prescribed in the tender document.

21A.2 In case the Contractor fails to employ the Engineer, as aforesaid in Para 21A.1, he shall be liable to pay liquidated damages at the rates, as prescribed in the tender document.

21A.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 documents as 'Special Condition of Contract.' (Para-26A of SGCC-2022)

21B. Engagement of Minimum Technical Personnel: The contractor shall deploy following Minimum Numbers of Qualified Graduate Engineers and qualified Diploma Holder Engineer at site for Execution of Work:

Contract Value (in crore of Rs.)	Deployment of Graduate Engineer at site		Deployment of Diploma Holder Engineer at site		Remarks
	Minimum No. to be Deployed	Minimum Experience in No. of years	Minimum No. to be Deployed	Minimum Experience in No. of years	
Upto 2	-	-	1	3	These are bare minimum numbers to be deployed at site failing which recovery shall be made as indicated under para-iii below.
>2 - 5	1	3	1	3	
>5 -10	1	3	2	3	
>10 - 25	2	3	3	3	
>25 - 50	2	3	4	3	
>50 - 100	4	3	6	3	
More than 100	4	3	6	3	

(i) Deployment of Qualified Engineers at Work Sites by the Contractor:

- (a) The Contractor shall employ qualified Graduate Engineer(s) or equivalent, or qualified Diploma Engineer(s), as prescribed above. The contractor shall also employ independent technically qualified person(s) (Minimum Diploma holder) to manage the Material Testing Laboratory (ies) set up at different work sites. Proper record for availability of qualified engineers shall be maintained.
 - (b) In case the Contractor fails to employ the Engineer, as aforesaid, he shall be liable to pay liquidated damages at the rates, as prescribed in Para (iii) below. However, in case, the work at site/sites is/are stopped/restricted either as per the written directions of Engineer-in-charge due to in-sufficient fund with Railways or due to any natural calamity like COVID-19 or lockdown imposed by local authorities, the contractor may be exempted from deployment of so many no. of engineers during such period as decided by the Engineer-in-charge after submission of written request by the contractor.
 - (c) No. of qualified Engineers required to be deployed by the Contractor (over and above as aforesaid) for various activities contained in the works contract shall be specified in the tender documents as 'Special Condition of Contract' by the tender inviting authority.
- (ii)** Contractor shall submit qualification certificate and experience certificate in relevant field of construction work for Graduate Engineer / Diploma Holder Engineer to be deployed at site, for approval of Engineer-in-charge.
- (iii)** In case the Contractor fails to employ as aforesaid provision, he shall be liable to pay an amount of Rs.40,000/- and Rs.25,000/- per month or part thereof respectively for each Graduate Engineer and each Diploma Holder Engineer respectively for the default period and numbers.

- (iv) **Engagement of Minimum other Technical Staff** (with adequate Experience): In addition to deployment of above technical Engineers at site, the contractor shall deploy for the contract exclusively at least one Architect (for contracts of building construction works only), **at least one Draftsman who is skilled in Auto-CAD, one Surveyor and at least one Computer operator for the contract value more than Rs.20 (twenty) crore**, failing which recovery of Rs.20,000/- per month or part thereof shall be effected for each technical staff for the default period and numbers.

However, in case, the work at site/sites is/are stopped/restricted either as per the written directions of Engineer-in-charge due to in-sufficient fund with Railways or due to any natural calamity like COVID-19 or lockdown imposed by local authorities, the contractor may be exempted from deployment of these technical staff during such period as decided by the Engineer-in-charge after submission of written request by the contractor.

- (v) The provisions under as above should not dilute the obligations of contractor to provide sufficient number of qualified technical and other staff to comply with the approved “Method Statement” and “Quality Assurance Plan”.

22.(1) Workmanship and Testing: The whole of the works and/or supply of materials specified and provided in the contract or that may be necessary to be done in order to form and complete any part thereof shall be executed in the best and most substantial workman like manner with materials of the best and most approved quality of their respective kinds, agreeable to the particulars contained in or implied by the specifications and as referred to in and represented by the drawings or in such other additional particulars, instructions and drawings given during the carrying on of the works and to the entire satisfaction of the Engineer according to the instructions and directions which the Contractors may from time to time receive from the Engineer. The materials may be subjected to tests by means of such machines, instruments and appliances as the Engineer may direct and wholly at the expense of the Contractor. (Para-27.(1) of SGCC-2022)

22.(2) Removal of Improper Work and Materials: The Engineer or the Engineer's Representative shall be entitled to order from time to time:

(a) The removal from the site, within the time specified in the order, of any materials which in his opinion are not in accordance with the specifications or drawings.

(b) The substitution of proper and suitable materials, and

(c) the removal and proper re-execution, notwithstanding any previous tests thereof or on account payments therefor, of any work which in respect of materials or workmanship is not in his opinion in accordance with the specifications and in case of default on the part of the Contractor in carrying out such order, the Railway shall be entitled to rescind the contract under Clause 62 of GCC.

(d) The provision of Construction and Demolition Waste Management Rule 2016 issued by Ministry of Environment Forest and Climate Change dated 29.03.2016 and published in the Gazette of India, Part – II, Section -3, Sub-section (ii) are binding upon the Contractor. Contractor shall implement these provisions at worksites, for which no extra payment will be payable. (Para-27. (2) of SGCC-2022)

23.(1) Contractor to Supply Water for Works: Unless otherwise provided in the Contract, the Contractor shall be responsible for the arrangements to obtain supply of water necessary for the works. (Para-31.(1) of SGCC-2022)

23.(2) Water Supply from Railway System: The Railway may supply to the Contractor part or whole of the quantity of the water required for the execution of works from the Railway's existing water supply system at or near the site of works on specified terms and conditions and at such charges as shall be determined by the Railway and payable by the Contractor, provided that the Contractor shall arrange, at his own expense, to effect the connections and lay additional pipelines and accessories on the site and that the Contractor shall not be entitled to any compensation for interruption or failure of the water supply. (Para- 31.(2) of SGCC-2022).

23.(3) Water Supply by Railway Transport: In the event of the Railway arranging supply of water to the Contractor at or near the site of works by travelling water tanks or other means, the freight and other charges incurred thereby, including demurrage charges that may be levied, shall be paid by the Contractor in addition to the charges referred to in Sub-Clause

of the Clause provided that the Contractor shall not be entitled to any compensation for interruption or failure of the water supply. (Para-31.(3) of SGCC-2022)

23.(4)(a) Contractor to Arrange Supply of Electric Power for Works: Unless otherwise provided in the contract, the Contractor shall be responsible for arrangements to obtain supply of Electric Power for the works. (Para-31.(4) (a) of SGCC-2022)

(b) Electric Supply from the Railway System: The Railway may supply to the Contractor part or whole of the electric power wherever available and possible, required for execution of works from the Railway's existing electric supply systems at or near the site of works on specified terms and conditions and such charges as shall be determined by the Railway and payable by the Contractor provided the cost of arranging necessary connections to the Railway's Electric Supply systems and laying of underground/overhead conductor, circuit protection, electric power meters, transmission structure, shall be borne by the Contractor and that the Contractor shall not be entitled to any compensation for interruption or failure of the Electric supply system. (Para-31.(4) (b) of SGCC-2022)

24.(1) Tools, Plant and Materials Supplied by Railway: The Contractor shall take all reasonable care of all tools, plant and materials or other property whether of a like description or not belonging to the Railway and committed to his charge for the purpose of the works and shall be responsible for all damage or loss caused by him, his agents, permitted sub-contractor, or his workmen or others while they are in his charge. The Contractors shall sign accountable receipts for tools, plants and materials made over to him by the Engineer and on completion of the works shall hand over the unused balance of the same to the Engineer in good order and repair, fair wear and tear excepted, and shall be responsible for any failure to account for the same or any damage done thereto. (Para-33.(1) of SGCC-2022)

24.(2) Hire of Railway's Plant: The Railway may hire to the Contractor such plant as concrete mixers, compressors and portable engines for use during execution of the works on such terms as may be specified in the special conditions or in a separate agreement for Hire of Plant. (Para-33.(2) of SGCC-2022)

25.(1) Precaution During Progress of Works: During the execution of works, unless otherwise specified, the Contractor shall at his own cost provide the materials for and execute all shoring, timbering and strutting works as is necessary for the stability and safety of all structures, excavations and works and shall ensure that no damage, injury or loss is caused or likely to be caused to any person or property. (Para-34.(1) of SGCC-2022)

25.(2) Roads and Water Courses: Existing roads or water courses shall not be blocked cut through, altered, diverted or obstructed in any way by the Contractor, except with the permission of the Engineer. All compensations claimed for any unauthorized closure, cutting through, alteration, diversion or obstruction to such roads or water courses by the Contractor or his agent or his staff shall be recoverable from the Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India. (Para-34.(2) of SGCC-2022)

25.(3) Provision of Access to Premises: During progress of work in any street or thoroughfare, the Contractor shall make adequate provision for the passage of traffic, for securing safe access to all premises approached from such street or thoroughfare and for any drainage, water supply or means of lighting which may be interrupted by reasons of the execution of the works and shall erect and maintain at his own cost barriers, lights and other safeguards as prescribed by the Engineer, for the regulation of the traffic, and provide watchmen necessary to prevent accidents. The works shall in such cases be executed night and day, if so ordered by the Engineer and with such vigour so that the traffic way be impeded for as short a time as possible. (Para-34.(3) of SGCC-2022)

25.(4) Safety of Public: The Contractor shall be responsible to take all precautions to ensure the safety of the public whether on public or railway property and shall post such look out men as may, in the opinion of the Engineer, be required to comply with regulations appertaining to the work. Contractor shall ensure placement of barricading / partitions at the place of work to ensure safety of habitants of adjacent area, failing which Engineer may advise stoppage of work as per his discretion. (Para-34.(4) of SGCC-2022)

25.(5) Display Board: The Contractor shall be responsible for displaying the details of works i.e. name of work, approximate cost, expected date of completion, name and address of the Contractor and address of Engineer on a proper steel Board of size not less than 1m x 1m. (Para-34.(5) of SGCC-2022)

26. Use of Explosives: Explosives shall not be used on the works or on the site by the Contractor without the permission of the Engineer and then also only in the manner and to the extent to which such permission is given. Where explosives are required for the works, they shall be stored in a special magazine to be provided by and at the cost of the Contractor in accordance with the Explosive Rules. The Contractor shall obtain the necessary license for the storage and the use of explosives. All operations in which or for which explosives are employed shall be at the sole risk and responsibility of the Contractor and the Contractor shall indemnify the Railway in respect thereof. (Para-35 of SGCC-2022)

27. Rates for Items of Works:

(i) The rates, entered in the accepted Schedule of Rates of the Contract are intended to provide for works duly and properly completed in accordance with the General and Special (if any) Conditions of the Contract and the Specifications and drawings together with such enlargements, extensions, diminutions, reductions, alterations or additions as may be ordered in terms of Clause 42 of Standard General Condition of Contract and without prejudice to the generality thereof and shall be deemed to include and cover superintendence and labour, supply, including full freight of materials, stores, patterns, profiles, moulds, fittings, centerings, scaffolding, shoring props, timber, machinery, barracks, tackle, roads, pegs, posts, tools and all apparatus and plant required on the works, except such tools, plant or materials as may be specified in the contract to be supplied to the Contractor by the Railway, the erection, maintenance and removal of all temporary works and buildings, all watching, lighting, bailing, pumping and draining, all prevention of or compensation for trespass, all

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West Central Railway, Jabalpur.

barriers and arrangements for the safety of the public or of employees during the execution of works, all sanitary and medical arrangements for labour camps as may be prescribed by the Railway, the setting of all work and of the construction, repair and upkeep of all centre lines, bench marks and level pegs thereon, site clearance, *all fees, duties, royalties, rent and compensation to owners for surface damage* or taxes and impositions payable to local authorities in respect of land, structures and all material supplied for the work or other duties or expenses for which the Contractor may become liable or may be put to under any provision of law for the purpose of or in connection with the execution of the contract and all such other incidental charges or contingencies as may have been specially provided for in the Specifications.

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

Further, if rates of existing GST or cess on GST for Works Contract is decreased or any tax/cess on Works Contract is decreased / removed by Statute after the date of opening of tender, the reduction in tax amount shall be recovered from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India. (Para-37 of SGCC-2022)

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

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

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

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

- (i) Analysis of Rates for "Unified Schedule of Rates of Indian Railways (USSOR)"
- (ii) Analysis of Rates for "Delhi Schedule of Rates issued by CPWD (DSR)"
- (iii) Market Analysis (Para-39 .(1) of SGCC-2022)

28.(2) Provided that if the Contractor commences work or incurs any expenditure in regard thereto before the rates as determined and agreed upon as lastly here untofore-mentioned, then and in such a case the Contractor shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of determination of the rates as aforesaid according to the rates as shall be fixed by the Engineer. However, if the Contractor is not satisfied with the decision of the Engineer in this respect, he may appeal to the Chief Engineer within 30 days of getting the decision of the Engineer, supported by analysis of the rates claimed. The Chief Engineer's decision after hearing both the parties in the matter would be final and binding on the Contractor and the Railway. (Para-39.(2) of SGCC-2022)

29. Offloading of Part(s) of Work: At the final stage of completion/ commissioning of work, in case the contractor fails to complete the final part(s) of the work and the value of such part(s) of the work is limited to 5% of the original contract value, the Engineer may allow/decide for offloading of such part(s) of works, either after the Contractor's request in writing to do so or after serving a 14 (Fourteen) days suo-moto notice (as per annexure- VIIA of GCC-2022), if the Engineer is of the opinion that :-

- (i) Such Offloading of works (up to 5% of original contract value) would enable successful completion of contract/work,
- (ii) Termination/ Part termination of the contract at this stage is not be in the interest of the Railway/work; and
- (iii) The anticipated additional cost for execution of such works through other mode would not be substantial and can be recovered from the pending dues of the contractor;

The Contractor shall be informed, in due course, by the Engineer of the mode and cost of execution of such offloaded work through other agency(ies) (as per annexure- VIIB). The extra expenditure so incurred in execution of the offloaded work, shall be recovered from subsequent Bill(s) or any other dues of the Contractor, but not exceeding the value of Performance Guarantee available in the contract. There shall be no other repercussion of such offloading on execution of the balance contract. The Contractor shall have no claim on account of above mentioned offloading of works. (Para-40A of SGCC-2022).

Such offloading of works (up to 5% of original contract value) would be done after taking the prior approval of PHOD (Ref. RB letter No. 2022/CE-I/CT/GCC-2022/POLICY dated 27.04.2022).

VARIATIONS IN EXTENT OF CONTRACT

30. Modification to Contract to be in Writing: 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. (Para-41 of SGCC-2022)

30.(1) Powers of Modification to Contract: 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. (Para-42(1) of SGCC-2022)

30.(2)(i) Unless otherwise specified in the special conditions of the contract, the accepted variation in quantity of each individual item of the contract would be upto 25% of the quantity originally contracted, except in case of foundation work (in which no variation limit shall apply). However, the rates for the increased quantities shall be as per sub- para (iii) below.

(ii) The Contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever upto the limit of 25% variation in quantity of individual item of works.

(iii) In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, then same shall be executed at following rates

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

(d) Variation to quantities of Minor Value Item:

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

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

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

d.(iii) Variation in quantities of individual minor value item beyond 200% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.

(iv) In case of earthwork, the variation limit of 25% shall apply to the gross quantity of earthwork items and variation in the quantities of individual classifications of soil shall not be subject to this limit.

(v) As far as Standard Schedule of Rates (SSOR) items are concerned, the variation limit of 25% would apply to the value of SOR schedule as a whole and not on individual SSOR items. However, in case of Non Standard Schedule of Rates (Non-SSOR) items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate). (Para-42(2) of SGCC-2022)

30.(3) Valuation of Variations: The enlargements, extensions, diminution, reduction, alterations or additions referred to in Sub-Clause (2) 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 Bills of Quantities. 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 Standard General Conditions of Contract. (Para-42(3) of SGCC-2022)

CLAIMS

31.(1) Quarterly Statement of Claims: The Contractor shall prepare and furnish to the Engineer once in every quarter commencing from the month following the month of issue of Letter of Acceptance, an account giving full and detailed particulars of all claims for any additional expenses to which the Contractor may consider himself entitled to and of all extra or additional works ordered by the Engineer which he has executed during the preceding quarter and no claim for payment for such work will be considered which has not been included in such particulars. (Para-43(1) of SGCC-2022)

31.(2) Signing of "No Claim" Certificate : The Contractor shall not be entitled to make any claim whatsoever against the Railway under or by virtue of or arising out of this contract, nor shall the Railway entertain or consider any such claim, if made by the Contractor, after he shall have signed a "No Claim" Certificate in favour of the Railway in such form as shall be required by the Railway after the works are finally measured up. The Contractor shall be debarred from disputing the correctness of the items covered by "No Claim" Certificate or demanding a clearance to arbitration in respect thereof. (Para-43(2) of SGCC-2022)

MEASUREMENTS, CERTIFICATES AND PAYMENTS

32. Quantities in Bills of Quantities Annexed to Contract: The quantities set out in the accepted Bills of Quantities with items of works quantified are the estimated quantities of the works and they shall not be taken as the actual and correct quantities of the work to be executed by the Contractor in fulfillment of his obligations under the contract. (Para-44 of SGCC-2022)

33(i). Measurement of Works by Railway: The Contractor shall be paid for the works at the rates in the accepted Bills of Quantities and for extra works at rates determined under Clause 39 of Standard General Conditions of Contract on the measurements taken by the Engineer or the Engineer's representative in accordance with the rules prescribed for the purpose by the Railway. The quantities for items the unit of which in the accepted Bills of Quantities is 100 or 1000 shall be calculated to the nearest whole number, any fraction below half being dropped and half and above being taken as one; for items the unit of which in the accepted Bills of Quantities is single, the quantities shall be calculated to two places of decimals. Such measurements will be taken of the work in progress from time to time and at such intervals as in the opinion of the Engineer shall be proper having regard to the progress of works. The date and time on which 'on account' or 'final' measurements are to be made shall be communicated to the Contractor who shall be present at the site and shall sign the results of the measurements (which shall also be signed by the Engineer or the Engineer's representative) recorded in the official measurements book as an acknowledgement of his acceptance of the accuracy of the measurements. Failing the Contractor's attendance, the

work may be measured up in his absence and such measurements shall, notwithstanding such absence, be binding upon the Contractor whether or not he shall have signed the measurement books provided always that any objection made by him to measurement shall be duly investigated and considered in the manner set out below:

(a) It shall be open to the Contractor to take specific objection to any recorded measurements or Classification on any ground within seven days of the date of such measurements. Any re-measurement taken by the Engineer or the Engineer's representative in the presence of the Contractor or in his absence after due notice has been given to him in consequence of objection made by the Contractor shall be final and binding on the Contractor and no claim whatsoever shall thereafter be entertained regarding the accuracy and Classification of the measurements.

(b) If an objection raised by the Contractor is found by the Engineer to be incorrect the Contractor shall be liable to pay the actual expenses incurred in measurements. (Para-45(i) of SGCC-2022)

33(ii). Measurement of Works by Contractor's Authorized Representative (in case the contract provides for the same):

(a) The Contractor shall be paid for the works at the rates in the accepted Bills of Quantities and for extra works at rates determined under Clause 39 of Standard General Conditions of Contract on the measurements taken by the Contractor's authorized Engineer in accordance with the rules prescribed for the purpose by the Railway.

The quantities for items the unit of which in the accepted Bills of Quantities is 100 or 1000 shall be calculated to the nearest whole number, any fraction below half being dropped and half and above being taken as one; for items the unit of which in the accepted Bills of Quantities is single, the quantities shall be calculated to two places of decimals. Such measurements will be taken of the work in progress from time to time. The date and time on which 'on account' or 'final' measurements are to be made shall be communicated to the Engineer.

The date and time of test checks shall be communicated to the Contractor who shall be present at the site and shall witness the test checks, failing the Contractor's attendance the test checks may be conducted in his absence and such test checks shall notwithstanding such absence be binding upon Contractor provided always that any objection made by Contractor to test check shall be duly investigated and considered in the manner set out below:

(i) It shall be open to the Contractor to take specific objection to test checks of any recorded measurement within 7 days of date of such test checks. Any re-test check done by the concerned Railway's authority in the presence of the Contractor or in his absence after due notice given to him in consequent of objection made by the Contractor shall be final and binding on the Contractor and no claim whatsoever shall thereafter be entertained regarding the accuracy and classification of the measurements.

(ii) If an objection raised by the Contractor is found by the Engineer to be incorrect the Contractor shall be liable to pay the actual expenses incurred in measurements.

(b) Incorrect measurement, actions to be taken: If in case during test check or otherwise, it is detected by the Engineer that agency has claimed any exaggerated measurement or has claimed any false measurement for the works which have not been executed; amounting to variation of 5% or more of claimed gross bill amount, action shall be taken as following:

- (i) On first occasion of noticing exaggerated/ false measurement, Engineer shall recover liquidated damages equal to 10% of claimed gross bill value.
- (ii) On any next occasion of noticing any exaggerated/false measurement, railway shall recover liquidated damages equal to 15% of claimed gross bill value. In addition, the facility of recording of measurements by Contractor as well as release of provisional payment shall be withdrawn. Once withdrawn, measurements shall be done by railway as per clause 33(i) above. (Para-45(ii) of SGCC-2022)

34.(1) "On-Account " Payments: The Contractor shall be entitled to be paid from time to time by way of "On-Account" payment only for such works as in the opinion of the Engineer he has executed in terms of the contract. All payments due on the Engineer's/Engineer's Representative's certificates of measurements or Engineer's certified "Contractor's authorized Engineer's measurements" shall be subject to any deductions which may be made under these presents and shall further be subject to, unless otherwise required by Clause 16 of Standard General Conditions of Contract, a retention of ten percent by way of Security Deposits, until the amount of Security Deposit by way of such retentions shall amount to 5% of the total value of the contract provided always that the Engineer may by any certificate make any correction or modification in any previous certificate which shall have been issued by him and that the Engineer may withhold any certificate, if the works or any part thereof are not being carried out to his satisfaction. (Para-46(1) of SGCC-2022)

34.(2) Rounding off Amounts: The total amount due on each certificate shall be rounded off to the nearest rupee, i.e. sum less than 50 paise shall be omitted and sums of 50 paise and more upto ₹1 will be reckoned as ₹ 1. (Para-46(2) of SGCC-2022)

34.(3) On Account Payments not Prejudicial to Final Settlement: "On-Account" payments made to the Contractor shall be without prejudice to the final making up of the accounts (except where measurements are specifically noted in the Measurement Book as "Final Measurements" and as such have been signed by the Contractor and Engineer/Engineer's Representative) and shall in no respect be considered or used as evidence of any facts stated in or to be inferred from such accounts nor of any particular quantity of work having been executed nor of the manner of its execution being satisfactory. (Para-46(3) of SGCC-2022)

34.(4) If payment(s) of Advances are applicable in the contract, as mentioned in the Tender Documents, Railway shall make payment(s) of Interest bearing advances, on the request of contractor. The payment and recovery of such Advances shall be made as under:

(a) : Mobilisation Advance –

This shall be limited to 10% of the Contract value and shall be paid in 2 stages :

Stage 1– 5% of Contract Value on signing of the contract agreement.

Stage 2 – 5% on mobilization of site-establishment, setting up offices, bringing in equipment and actual commencement of work.

The stage 1 of advance shall be payable immediately after signing of contract agreement. **The stage 2** of advance shall be payable at the time of mobilisation, only after submission of an utilization certificate by the contractor that the Stage 1 advance has been properly utilized in the contract.

These Advances shall be payable against irrevocable guarantee (Bank Guarantee, FDRs) from a scheduled commercial bank of India **of at least 110%** of the value of the sanctioned advance amount (covering principal plus interest).

(b) : Advance Against Machinery and Equipment –

This advance shall be limited to a maximum of 10% of the contract value against new Machinery & Equipment, involving substantial outlay, brought to site and essentially required for the work. This advance shall not exceed 75% of the purchase price of such Equipment and shall be payable when Equipment is hypothecated to the President of India by a suitable bond or alternatively covered by an irrevocable Bank Guarantee from a scheduled commercial bank of India for full cost of the Plant & Equipment in a form acceptable to Railways. The Plant & Equipment shall be insured for the full value and for the entire period, they are required for the work. This Plant & Equipment shall not be removed from the site of work without prior written permission of the Engineer. No advance should be given against old Plant & Machinery.

The advances under sub clause (a) and (b) above, are subject to the following conditions

(i) The full amount of Advances shall be recovered from contractor dues. The recovery shall commence when the value of contract executed reaches 15% of original contract value and shall be completed when the value of work executed reaches 85% of the original contract value. The installments on each "on account bill" will be on pro-rata basis.

Interest shall be recovered on the advance outstanding for the period commencing from the date of payment of advance till date of particular on-account bill (through which recovery of principal is effected) and adjusted fully against on-account bill along with pro-rata principal recovery. In the event of any short-fall, the same shall be carried forward to the next on-account bill and shall attract interest.

(ii) The advances shall be used by the Contractor for the purpose of the Contract, and for the purpose for which they are paid. Under no circumstances, shall the advances be diverted for other purposes. Any such diversion shall be construed as a breach of the Contract and the Contractor shall be asked to return the advance at once and pay interest at 15% per annum till the advance is recovered back from him. The Contractor shall return the advance and pay the interest in one go without demur. The Contractor, if required by the Engineer shall provide the details of utilisation of Mobilisation advance.

(iii) If the Contractor is found to have contravened the provision, it will constitute a breach of contract and Railway shall be entitled to terminate the contract and forfeit his Performance Guarantee as well as Security Deposit.

(iv) In cases, where the Contract is rescinded as per clause 62 of the contract or short closed under any other condition(s) of the contract, without making full recovery of advances and accrued interest thereon, by the Railway, such balance of advances and accrued interest thereon shall immediately become due and payable by the Contractor to the Railway. The same shall be recovered from any due of Contractor with the Government of India. (Para-46(4) of SGCC-2022)

34.(5) Manner of Payment: Unless otherwise specified payments to the Contractor will be transferred electronically to his bank account. (Para-46(5) of SGCC-2022)

35. Price Variation Clause (PVC): **(Not Applicable for this tender)** (Para-46A of SGCC-2022)

35.1 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) :

- a) Materials supplied by Railway to the Contractors, either free or at fixed rate;
- b) Any extra item(s) included in subsequent variation falling outside the purview of the Bill(s) of Quantities of tender, under clause 39. (1)(b) of these Standard General Conditions, unless applicability of PVC and 'Base Month' has been specially agreed, while fixing the rates of such extra item(s).

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

35.3 Validity:

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

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

35.4 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.

35.5 No price variation shall be admissible for fixed components.

35.6 The percentages of various components in various type of works shall be as specified for all item (s)/ Bill(s) of Quantities in tender document and the same shall be fixed as per table & classifications given below:

(I). For Civil Engineering Works

S N	Classification		1A, 2 & 3A	4A	5A	6A	7	8A	9A	1B, 3B, 4B, 5B, 6B 8B & 9B	1C, 3C, 4C, 5C, 6C, 8C & 9C	3D, 4D, 5D, 6D, 8D & 9D	3E, 4E, 5E, 6E, 8E & 9E
	Components												
1	Fixed	*	15	15	15	15	15	15	15	15	15	15	15
2	Labour	L _c	20	25	30	20	50	20	20	0	0	10	25
3	Steel	S _c	0	0	0	0	0	0	0	85	0	50	0
4	Cement	C _c	0	0	15	0	0	0	0	0	85	0	0
5	Plant Machinery & Spares	PM _c	30	15	5	20	15	20	30	0	0	10	30
6	Fuel & Lubricants	F _c	25	15	5	15	15	20	15	0	0	10	20
7	Other materials	M _c	10	15	30	30	5	25	20	0	0	5	10
8	Detonators & Explosive	E _c	0	15	0	0	0	0	0	0	0	0	0
Total			100	100	100	100	100	100	100	100	100	100	100

* It shall not be considered for any price variation.

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

1 Earthwork in Formation

- 1A All Item(s) excluding 1B or/and 1C
- 1B Item(s) for supply of Steel
- 1C Item(s) for supply of Cement

2 Ballast Supply Works

3 Tunnelling Works (Without Explosives)

- 3A All Item(s) excluding 3B or/and 3C or/and 3D or/and 3E
- 3B Item(s) for supply of Steel
- 3C Item(s) for supply of Cement or/and Grout
- 3D Item(s) for Fabrication & Erection of Structures including supply of Steel
- 3E Item(s) for Fabrication & Erection of Structures excluding supply of Steel.

4 Tunnelling Works (With explosives)

- 4A All Item(s) excluding 4B or/and 4C or/and 4D or/and 4E
- 4B Item(s) for supply of Steel
- 4C Item(s) for supply of Cement or/and Grout
- 4D Item(s) for Fabrication & Erection of Structures including supply of Steel
- 4E Item(s) for Fabrication & Erection of Structures excluding supply of Steel.

5 Building Works

- 5A All Item(s) excluding 5B or/and 5C or/and 5D or/and 5E
- 5B Item(s) for supply of Steel
- 5C Item(s) for supply of Cement
- 5D Item(s) for Fabrication & Erection of Structures including supply of Steel
- 5E Item(s) for Fabrication & Erection of Structures excluding supply of Steel.

6 Bridges & Protection work

- 6A All Item(s) excluding 6B or/and 6C or/and 6D or/and 6E
- 6B Item(s) for supply of Steel
- 6C Item(s) for supply of Cement
- 6D Item(s) for Fabrication, Assembly, Erection & Launching of Girders including supply of Steel
- 6E Item(s) for Fabrication, Assembly, Erection & Launching of Girders excluding supply of Steel

7 Permanent Way linking

8 Platform, Passenger Amenities

- 8A All Item(s) excluding 8B or/and 8C or/and 8D or/and 8E
- 8B Item(s) for supply of Steel item/fittings
- 8C Item(s) for supply of Cement Item
- 8D Item(s) for Fabrication & Erection of Structures including supply of Steel
- 8E Item(s) for Fabrication & Erection of Structures excluding supply of Steel

9 Any Other Works not covered in Classification 1 to 8

- 9A All Item(s) excluding 9B or/and 9C or/and 9D or/and 9E
- 9B Item(s) for supply of Steel
- 9C Item(s) for supply of Cement or/and Grout

9D Item(s) for Fabrication & Erection of Structures including supply of Steel

9E Item(s) for Fabrication & Erection of Structures excluding supply of Steel

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

$$(i) \quad L = \frac{(W \text{ or } W_{SF} \text{ or } W_F \text{ or } W_{SFL} \text{ or } W_{FL}) \times (L_Q - L_B) \times L_C}{L_B \times 100}$$

$$(ii) \quad M = \frac{(W \text{ or } W_{SF} \text{ or } W_F \text{ or } W_{SFL} \text{ or } W_{FL}) \times (M_Q - M_B) \times M_C}{M_B \times 100}$$

$$(iii) \quad F = \frac{(W \text{ or } W_{SF} \text{ or } W_F \text{ or } W_{SFL} \text{ or } W_{FL}) \times (F_Q - F_B) \times F_C}{F_B \times 100}$$

$$(iv) \quad E = \frac{(W) \times (E_Q - E_B) \times E_C}{E_B \times 100}$$

$$(v) \quad PM = \frac{(W \text{ or } W_{SF} \text{ or } W_F \text{ or } W_{SFL} \text{ or } W_{FL}) \times (PM_Q - PM_B) \times PM_C}{PM_B \times 100}$$

$$(vi) \quad S = \frac{(W \text{ or } W_S \text{ or } W_{SF}) \times (S_Q - S_B) \times S_C}{S_B \times 100}$$

$$(vii) \quad C = \frac{(W \text{ or } W_C) \times (C_Q - C_B) \times C_C}{C_B \times 100}$$

(II) For Railway Electrification Works:

$$(i) \quad T = [0.4136 \times (C_Q - C_B) / C_B] \times 85$$

$$(ix) \quad R = [0.94 \times (R_T - R_O) / R_O + 0.06 \times (Z_T - Z_O) / Z_O] \times 85$$

$$(x) \quad N = [(P_T - P_O) / P_O] \times 85$$

$$(xi) \quad I = [(I_T - I_O) / I_O] \times 85$$

$$(xii) \quad G = [(M_Q - M_B) / M_B] \times 85$$

$$(xiii) \quad Er = [(L_Q - L_B) / L_B] \times 85$$

Where,

L Amount of price variation in Labour

M Amount of price variation in Materials F Amount of price variation in Fuel

E Amount of price variation in Explosives

PM Amount of price variation in Plant, Machinery and Spares

S Amount of price variation in Steel Supply Item

C Amount of price variation in Cement Supply Item

T Percentage variation payable on the gross value of bill of Concreting (Bill(s) of Quantities for concrete items)

R	Percentage variation payable on the gross value of bill of Ferrous Items (Bill(s) of Quantities for ferrous items)
N	Percentage variation payable on the gross value of bill of Non-Ferrous Items(Bill(s) of Quantities for non-ferrous items)
I	Percentage variation payable on the gross value of bill of Insulator (Bill(s) of Quantities for Insulator items)
G	Percentage variation payable on the gross value of bill of General Works (Bill(s) of Quantities for General items)
Er	Percentage variation payable on the gross value of erection (Bill(s) of Quantities for Erection Item)
L _C	% of Labour Component in the item(s)
M _C	% of Material Component in the item(s)
F _C	% of Fuel Component in the item(s)
E _C	% of Explosive Component in the item(s)
PM _C	% of Plant, Machinery and Spares Component in the item(s)
S _C	% of Steel Supply item Component in the item(s)
C _C	% of Cement Supply item Component in the item(s)
W	Gross value of work done by Contractor as per on-account bill(s) excluding the Gross value of work under W _S or/and W _C or/and W _{SF} or/and W _F or/and W _{SFL} or/and W _{FL} and cost of materials supplied by Railway either free or at fixed rate,
W _S	Gross value of work done by Contractor for item(s) of supply of steel.
W _C	Gross value of work done by Contractor for item(s) of supply of cement and /or supply of grout material.
W _{SF}	Gross value of work done by Contractor for item(s) of Fabrication & Erection of Structures including supply of Steel.
W _F	Gross value of work done by Contractor for Fabrication & Erection of Structures excluding supply of Steel.
W _{SFL}	Gross value of work done by Contractor for item(s) of Fabrication, Assembly, Erection / Launching of Girders including supply of Steel.
W _{FL}	Gross value of work done by Contractor for item(s) of Fabrication, Assembly, Erection / Launching of Girders excluding supply of Steel.
L _B	Consumer Price Index for Industrial Workers - All India: Published in R.B.I. Bulletin for the base period
L _Q	Consumer Price Index for Industrial Workers - All India: Published in R.B.I. Bulletin for the average price index of the 3 months of the quarter under consideration

M _B	Wholesale Price Index: All commodities – as published in the R.B.I. Bulletin for the base period
M _Q	Wholesale Price Index: All commodities – as published in the R.B.I. Bulletin for the average price index of the 3 months of the quarter under consideration
F _B	The average of official prices of Diesel available on the official website of ‘Petroleum Planning and Analysis cell’ under Ministry of Petroleum and Natural Gas for Delhi, Kolkata, Mumbai & Chennai, for the base period
F _Q	The average of official prices of Diesel available on the official website of ‘Petroleum Planning and Analysis cell’ under Ministry of Petroleum and Natural Gas for Delhi, Kolkata, Mumbai & Chennai, for the 3 months of the quarter under consideration
E _B	Index number of Monthly Whole Sale Price Index for the category ‘Explosive’ of (g). Manufacture of other chemical products under (J) MANUFACTURE OF CHEMICALS AND CHEMICAL PRODUCTS, published by Office of Economic Adviser, Govt. of India, Ministry of Commerce & Industry, Department of Industrial Policy & Promotion (DIPP), for the base period.
E _Q	Index number of Monthly Whole Sale Price Index for the category ‘Explosive’ of (g). Manufacture of other chemical products under (J) MANUFACTURE OF CHEMICALS AND CHEMICAL PRODUCTS, published by Office of Economic Adviser, Govt. of India, Govt. of India, Ministry of Commerce & Industry, Department of Industrial Policy & Promotion (DIPP), for the average price index of 3 months of the quarter under consideration.
PM _B	Index Number of Wholesale Prices in India by Groups and Sub Groups (Averages) for ‘Manufacture of machinery for mining, quarrying and construction’ – published in RBI (Reserve Bank of India) Bulletin, for the base period.
PM _Q	Index Number of Wholesale Prices in India by Groups and Sub Groups (Averages) for ‘Manufacture of machinery for mining, quarrying and construction’ – published in RBI (Reserve Bank of India) Bulletin, for the average price index of 3 months of the quarter under consideration.
S _B	The average rate provided by the Joint Plant Committee for the relevant category of steel item as mentioned in Clause 46A.9; for the base period.
S _Q	The average rate provided by the Joint Plant Committee for the relevant category of steel item as mentioned in Clause 46A.9; for the 3 months of the quarter under consideration.
C _B	Index No. of Wholesale Price Index of sub-group Cement, Lime & Plaster as published in RBI Bulletin for the base period
C _Q	No. of Wholesale Price Index of sub-group Cement, Lime & Plaster as published in RBI Bulletin for the average price index of the 3 months of the quarter under consideration
R _T	IEEMA price index for Steel Blooms (size 150mmx150mm) for the month which is two months prior to date of inspection of material.
R _O	IEEMA price index for Steel Blooms (size 150mmx150mm) for the month which is one month prior to date of opening of tender.
P _T	IEEMA price index for Copper wire rods for the month which is two months prior to date of inspection of material.

P _O	IEEMA price index for Copper wire rods for the month which is one month prior to date of opening of tender.
Z _T	IEEMA price index for Zinc for the month which is two months prior to date of inspection of material
Z _O	IEEMA price index for Zinc for the month which is one month prior to date of opening of tender
I _T	RBI wholesale price index for the sub-group “Insulators” for the month which is two months prior to date of inspection of material
I _O	RBI wholesale price index for the sub-group “Insulators” for the month which is one month prior to date of opening of tender

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

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

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

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

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

35.10 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 17-A of the Standard General Conditions of Contract. However, where extension of time has been granted due to Contractor’s failure under Clause 17-B 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 17-A of Standard General Conditions of Contract, the price adjustment for the period of extension granted under Clause 17-B of Standard General Conditions of Contract 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 17-A of the Standard General Conditions of Contract; as the case may be.
- b. In case the indices fall below the indices applicable to the last month of original/ extended period of completion under Clause 17-A of Standard General Conditions of Contract, as the case may be; then the lower indices shall be adopted for the price adjustment for the period of extension under Clause 17-B of the Standard General Conditions of Contract. (Para-46A of SGCC-2022)

36. Maintenance of Works: The Contractor shall at all times during the progress and continuance of the works and also for the period of maintenance specified in the Tender Form after the date of issue of the certificate of completion by the Engineer or any other earlier date subsequent to the completion of the works that may be fixed by the Engineer, be responsible for and effectively maintain and uphold in good substantial, sound and perfect condition all and every part of the works and shall make good from time to time and at all times as often as the Engineer shall require, any damage or defect that may during the above period arise in or be discovered or be in any way connected with the works, provided that such damage or defect is not directly caused by errors in the contract documents, act of providence or insurrection or civil riot, and the Contractor shall be liable for and shall pay and make good to the Railway or other persons legally entitled thereto whenever required by the Engineer so to do, all losses, damages, costs and expenses they or any of them may incur or be put or be liable to by reasons or in consequence of the operations of the Contractor or of his failure in any respect. (Para-47 of SGCC-2022)

37.(1) Final Payment: On the Engineer's certificate of completion in respect of the works, adjustment shall be made and the balance of account based on the Engineer or the Engineer's representative's certified measurements or Engineer's certified "contractor's authorized engineer's measurements" of the total quantity of work executed by the Contractor upto the date of completion and on the rates accepted in Bill(s) of Quantities and for extra works on rates determined under Clause 39 of Standard General Conditions of Contract shall be paid to the Contractor subject always to any deduction which may be made under these presents and further subject to the Contractor having signed delivered to the Engineer enclosing either a full account in detail of all claims he may have on the Railway in respect of the works or having delivered No Claim Certificate and the Engineer having after the receipt of such account given a certificate in writing that such claims are not covered under excepted matter i.e. Clauses 7(i), 8, 18, 22(5), 39.1, 39.2, 40A, 43(2), 45(i)(a), 55, 55-A(5), 57, 57A, 61(1), 61(2) and 62(1), 63(iv) and 63.2.211 of the Standard General Conditions of Contract or in any Clause (stated as excepted matter) of the Special Conditions of the Contract, that the whole of the works to be done under the provisions of the Contracts have been completed, that they have been inspected by him since their completion and found to be in good and substantial order, that all properties, works and things, removed, disturbed or injured in consequence of the works have been properly replaced and made good and all expenses and demands incurred by or made upon the Railway for or in the respect of damage or loss by from or in consequence of the works, have been satisfied agreeably and in conformity with the contract. (Para-51.(1) of SGCC-2022)

LABOUR

38. Wages to Labour: The Contractor shall be responsible to ensure compliance with the provision of the Minimum Wages Act, 1948 (hereinafter referred to as the “said Act”) and the Rules made thereunder in respect of any employees directly or through petty Contractors or sub-contractors employed by him for the purpose of carrying out this contract.

If, in compliance with the terms of the contract, the Contractor supplied any labour to be used wholly or partly under the direct orders and control of the Railways whether in connection with any work being executed by the Contractor or otherwise for the purpose of the Railway such labour shall, for the purpose of this Clause, still be deemed to be persons employed by the Contractor.

If any moneys shall, as a result of any claim or application made under the said Act be directed to be paid by the Railway, such money shall be deemed to be moneys payable to the Railway by the Contractor and on failure by the Contractor to repay the Railway any moneys paid by it as aforesaid within seven days after the same shall have been demanded, the Railways shall be entitled to recover the same from Contractor’s bills/Security Deposit or any other dues of Contractor with the Government of India. (Para-54 of SGCC-2022)

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

If the Contractor directly or through petty Contractors or sub-contractors fails to do so, his failure will be a breach of the contract and the Railway may, in its discretion, rescind the contract. The Contractor shall also be liable for any pecuniary liability arising on account of any violation of the provisions of the Act. (Para-54-A of SGCC-2022)

39. Provisions of Payments of Wages Act: The Contractor shall comply with the provisions of the Payment of Wages Act, 1936 and the rules made thereunder in respect of all employees employed by him either directly or through petty Contractors or sub-contractors in the works. If in compliance with the terms of the contract, the Contractor directly or through petty Contractors or sub-contractors shall supply any labour to be used wholly or partly under the direct orders and control of the Engineer whether in connection with the works to be executed hereunder or otherwise for the purpose of the Engineer, such labour shall nevertheless be deemed to comprise persons employed by the Contractor and any moneys which may be ordered to be paid by the Engineer shall be deemed to be moneys payable by the Engineer on behalf of the Contractor and the Engineer may on failure of the Contractor to repay such money to the Railways deduct the same from any moneys due to the Contractor in terms of the contract. The Railway shall be entitled to recover the same from Contractor’s bills/Security Deposit or any other dues of Contractor with the Government of India all moneys paid or payable by the Railway by way of compensation of aforesaid or for costs of expenses in connection with any claim thereto and the decision of the Engineer upon any question arising out of the effect or force of this Clause shall be final and binding upon the Contractor. (Para-55 of SGCC-2022)

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

39-A.(1) The Contractor shall comply with the provision of the contract labour (Regulation and Abolition) Act, 1970 and the Contract labour (Regulation and Abolition) Central Rules 1971 as modified from time to time, wherever applicable and shall also indemnify the Railway from and against any claims under the aforesaid Act and the Rules. (Para-55-A.(1) of SGCC-2022)

39-A.(2) The Contractor shall obtain a valid license under the aforesaid Act as modified from time to time before the commencement of the work and continue to have a valid license until the completion of the work. Any failure to fulfill the requirement shall attract the penal provision of the Act. (Para-55-A.(2) of SGCC-2022)

39-A.(3) The Contractor shall pay to the labour employed by him directly or through sub-contractors the wages as per provision of the aforesaid Act and the Rules wherever applicable. The Contractor shall notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to labour, indirectly engaged on the works including any engaged by sub-contractors in connection with the said work, as if the labour had been immediately employed by him. (Para-55-A.(3) of SGCC-2022)

39-A.(4) In respect of all labour directly or indirectly employed in the work for performance of the Contractor's part of the contract, the Contractor shall comply with or cause to be complied with the provisions of the aforesaid Act and Rules wherever applicable. (Para-55-A.(4) of SGCC-2022)

39-A.(5) In every case in which, by virtue of the provisions of the aforesaid Act or the rules, the Railway is obliged to pay any amount of wages to a workman employed by the Contractor or his sub-contractor in execution of the work or to incur any expenditure on account of the contingent, liability of the Railway due to the Contractor's failure to fulfill his statutory obligations under the aforesaid Act or the rules, the Railway will recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred and without prejudice to the rights of the Railway under the Section 20, Sub-Section (2) and Section 2, Sub-Section (4) of the aforesaid Act, the Railway shall be at liberty to recover such amount or part thereof from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India. The Railway shall not be bound to contest any claim made against it under Sub-Section (1) of Section 20 and Sub-Section (4) of Section 21 of the aforesaid Act except on the written request of the Contractor and upon his giving to the Railway full security for all costs for which the Railway might become liable in contesting such claim. The decision of the Chief Engineer regarding the amount actually recoverable from the Contractor as stated above shall be final and binding on the Contractor. (Para-55- A.(5) of SGCC-2022)

39-B. Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952: The Contractor shall comply with the provisions of Para 30 & 36-B of the Employees Provident Fund Scheme, 1952; Para 3 & 4 of Employees' Pension Scheme, 1995; and Para 7 & 8 of Employees Deposit Linked Insurance Scheme, 1976; as modified from time to time through enactment of "Employees Provident Fund & Miscellaneous Provisions Act, 1952", wherever applicable and shall also indemnify the Railway from and against any claims under the aforesaid Act and the Rules. (Para-55-B of SGCC-2022)

39-C (i) Contractor is to abide by the provisions of various labour laws in terms of clause 54, 55, 55A & 55B of the Standard General Condition of Contract. In order to ensure the same, an application has been developed and hosted on website

www.shramikkalyan.indianrailways.gov.in'. Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration / updation of Portal shall be done as under:

- (a) Contractor shall apply for onetime registration of his company/firm etc. in the Shramikkalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration in the portal within 7 days of receipt of such request.
 - (b) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all Letter of Acceptance (LoAs) issued in his favour.
 - (c) The contractor once registered on the portal, shall provide details of his Letter of Acceptances (LoAs) / Contract Agreements on shramikkalyan portal within 15 days of issue of any LoA for approval of concerned engineer. Engineer shall update (if required) and approve the details of LoA filled by contractor within 7 days of receipt of such request.
 - (d) After approval of LoA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramikkalyan portal on monthly basis.
 - (e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.
- (ii) While processing payment of any 'On Account bill' or 'Final bill' or release of 'Advances' or 'Performance Guarantee / Security deposit', contractor shall submit a certificate to the Engineer or Engineer's representatives that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramikkalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till Month, Year." (Para-55-C of SGCC-2022)

39-D. 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":

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' Welfare Cess Act, 1996 and rules made thereto by the concerned State Govt., and submit certificate of Registration issued from the Registering Officer of the concerned State Govt. (Labour Dept.). The Cess shall be deducted from contractor's bills as per provisions of the Act. (Para-55-D of SGCC-2022)

40. Reporting of Accidents: The Contractor shall be responsible for the safety of all employees directly or through petty Contractors or sub-contractor employed by him on the works and shall report serious accidents to any of them however and wherever occurring on the works to the Engineer or the Engineers Representative and shall make every arrangements to render all possible assistance. (Para-56 of SGCC-2022)

41. Provision of Workmen's Compensation Act: In every case in which by virtue of the provisions of Section 12 Sub-Section (1) of the Workmen's Compensation Act 1923, Railway is obliged to pay compensation to a workman directly or through petty Contractor or sub-contractor employed by the Contractor in executing the work, Railway will recover from the Contractor the amount of the compensation so paid, and, without prejudice to the rights of Railway under Section 12 Sub-section (2) of the said Act, Railway shall be at liberty to recover such amount or any part thereof from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India. Railway shall not be bound to contest any claim made against it under Section 12 Sub-Section (1) of the said Act except on the written request of the Contractor and upon his giving to Railway full security for all costs for which Railway might become liable in consequence of contesting such claim. (Para-57 of SGCC-2022)

41-A. Provision of Mines Act: The Contractor shall observe and perform all the provisions of the Mines Act, 1952 or any statutory modifications or re-enactment thereof for the time being in force and any rules and regulations made thereunder in respect of all the persons directly or through the petty Contractors or sub-contractors employed by him under this contract and shall indemnify the Railway from and against any claims under the Mines Act, or the rules and regulations framed thereunder, by or on behalf of any persons employed by him or otherwise. (Para-57-A of SGCC-2022)

42. Railway not to Provide Quarters for Contractors: No quarters shall normally be provided by the Railway for the accommodation of the Contractor or any of his staff employed on the work. In exceptional cases where accommodation is provided to the Contractor at the Railway's discretion, recoveries shall be made at such rates as may be fixed by the Railway for the full rent of the buildings and equipments therein as well as charges for electric current, water supply and conservancy. (Para-58 of SGCC-2022)

DETERMINATION OF CONTRACT

43.(1) Right of Railway to Determine the Contract: The Railway shall be entitled to determine and terminate the contract at any time should, in the Railway's opinion, the cessation of work becomes necessary owing to paucity of funds or from any other cause whatever, in which case the value of approved materials at site and of work done to date by the Contractor will be paid for in full at the rate specified in the contract. Notice in writing from the Railway of such determination and the reasons therefor shall be conclusive evidence thereof. (Para-61.(1) of SGCC-2022)

43.(2) Payment on Determination of Contract: Should the contract be determined under sub clause (1) of this clause and the Contractor claims payment for expenditure incurred by him in the expectation of completing the whole of the work, the Railways shall admit and consider such claims as are deemed reasonable and are supported by vouchers to the satisfaction of the Engineer. The Railway's decision on the necessity and propriety of such expenditure shall be final and conclusive. (Para-61.(2) of SGCC-2022)

43.(3) The Contractor shall have no claim to any payment of compensation or otherwise, howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of determination of contract. (Para-61.(3) of SGCC-2022)

44.(1) Determination of Contract owing to Default of Contractor:

If the Contractor should:

- (i) Becomes bankrupt or insolvent, or
- (ii) Make an arrangement for assignment in favour of his creditors, or agree to carry out the contract under a Committee of Inspection of his creditors, or
- (iii) Being a Company or Corporation, go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or
- (iv) Have an execution levied on his goods or property on the works, or
- (v) Assign the contract or any part thereof otherwise than as provided in Clause 7 of GCC, or
- (vi) Abandon the contract, or
- (vii) Persistently disregard the instructions of the Engineer, or contravene any provision of the contract, or
- (viii) Fail to adhere to the agreed programme of work by a margin of 10% of the stipulated period, or
- (ix) Fail to Execute the contract documents in terms of Clause 8 of the Instructions to Tenderers.
- (x) Fails to submit the documents pertaining to identity of JV and PAN in terms of Clause 17.11 of Tender Form (Second Sheet) of Annexure I available in the Instructions to Tenderers.
- (xi) Fail to remove materials from the site or to pull down and replace work after receiving from the Engineer notice to the effect that the said materials or works have been condemned or rejected under Clause 25 and 27 of GCC, or
- (xii) Fail to take steps to employ competent or additional staff and labour as required under Clause 26 of GCC, or
- (xiii) Fail to afford the Engineer or Engineer's representative proper facilities for inspecting the works or any part thereof as required under Clause 28 of GCC, or
- (xiv) Promise, offer or give any bribe, commission, gift or advantage either himself or through his partner, agent or servant to any officer or employee of the Railway or to any person on his or on their behalf in relation to the execution of this or any other contract with this Railway.
- (xv) Fail to adhere to the provisions of Clause 16 of Tender Form (Second Sheet) of Annexure I of the Instructions to Tenderers, or provision of Clause 59(9) of General Conditions of Contract.
- (xvi) Submits copy of fake documents / certificates in support of credentials, submitted by the tenderer

Then and in any of the **said Clause**, the Engineer on behalf of the Railway may serve the Contractor with a notice (Proforma at Annexure-IX of SGCC) in writing to that effect and if the Contractor does not within seven days after the delivery to him of such notice proceed to make good his default in so far as the same is capable of being made good and carry on the work or comply with such directions as aforesaid of the entire satisfaction of the Engineer, the Railway shall be entitled after giving 48 hours' notice (Proforma at Annexure-X or XII of SGCC, as the case may be) in writing under the hand of the Engineer to rescind the contract as a whole or in part or parts (as may be specified in such notice) and after expiry of 48 hours' notice, a final termination notice (Proforma at Annexure-XI or XIII of Standard General Conditions of Contract, as the case may be) should be issued.

Note: Engineer at his discretion may resort to the part termination of contract with notices (Proforma at Annexure- IX, XII and XIII of Standard General Conditions of Contract), only in cases where progress of work is more than or equal to 80% of the original scope of work. (Para-62.(1) of SGCC-2022)

44.(2) Right of Railway after Rescission of Contract owing to Default of Contractor: In the event of any or several of the courses, referred to in Sub-Clause(1) of this Clause, being adopted:

(a) 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.

(b) 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.

Further the authorized representative of failed Contractor cannot be accepted as authorized representative in new contract.

(c) In the contract rescinded in part or parts,

(i) 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.

(ii) The Security Deposit of part terminated contract shall be dealt as per clause 16(2) of SGCC.

(iii) The defaulting Contractor shall not be issued any completion certificate for the contract.

(iv) 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.

(v) Further the authorized representative of failed Contractor will not be accepted as authorized representative in new contract.

(d) 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.

(e) 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. (Para-62.(2) of SGCC-2022)

**WEST CENTRAL RAILWAY CONSTRUCTION ORGANISATION
SPECIAL CONDITIONS OF CONTRACT**

1 MAINTENANCE PERIOD: -

- 1.1 The successful tenderer/contractor will have to maintain all works excepting supply of ballast **for a period of 06 (six) Calendar months or one monsoon period whichever is later**, unless otherwise specified in the Tender Conditions from the certified date of completion without any extra cost to the Railway.
- 1.2 In case of **P.way works**, the contractor shall maintain the same **till six months from completion of the work or till allowing regular train service on track, whichever is earlier**, unless otherwise specified in the Tender Conditions from the certified date of completion without any extra cost to the Railway.

2. PRICE VARIATION CLAUSE (PVC)

Price variation Clause (PVC) shall be applicable only in tender having advertised value above Rs. 2 Crores.

3. UTILIZATION OF RAILWAY STONES:

- 3.1 Notwithstanding the inclusion of some of the rates in the schedules with contractor's stones/aggregate, the Contractor(s) shall utilize the Railway's usable surplus stones, if available for use as such or by converting them into aggregate of sizes required. The cost of boulder shall be recovered for one cubic meter net of such stones as per the prevailing rate of the area or @ Rs. 375/- per cum or as may be decided by the Railway (after deducting 30% for voids). The Contractor(s) shall collect the boulders from locations within the limit of contract section wherever they are offered to him within the section limits. The rate per cubic meter net includes royalty, collection as required. The rate also includes loading, transportation of cut spoils which has to be done by the Contractors at his/their own risk and cost and the rate is towards the cost of cut stone available on "as is and where is basis". The boulder issued to the Contractor(s) for the above purpose will be used only for the works of the agreement and shall neither be disposed off nor be used for any other agreement.

4. REGISTRATION WITH LABOUR DEPARTMENT OF STATE GOVERNMENT:

The tenderers for carrying out any construction work in Madhya Pradesh/ Rajasthan / Chhattisgarh/Uttar Pradesh must get themselves registered from the Registering Officer under Section-7 of the Building and Other Construction Workers' (Regulation of Employment and Conditions of Service) Cess Act 1996 and Rules made thereto. The tenderer shall be required to submit certificate of Registration issued from the Registering Officer of the Govt. of Madhya Pradesh/ Rajasthan / Chhattisgarh/Uttar Pradesh (Labour Department) as applicable. The Cess shall be deducted from the contractor's bills as per provisions of the Act.

5. USE OF PATENTED ITEMS

- 5.1 In case, the agency supplying the patented item is not the contractor to whom the work is assigned and these items are being procured by the Contractor, the concerned contractor will obtain prior approval from the Engineer-in-charge of the work (Min. JA Grade Officer), who will ensure that all design and safety aspects are taken care

of. For any specify requirement concerning execution, warranty etc., an agreement/MOU is to be entered between the main contractor and the party supplying the patented items, clearly bringing out the responsibility of party supplying such patented items. A copy of such MOU will be furnished to the Engineer-in-charge by the main contractor to whom work has been assigned by the Railway and after the approval of Engineer- in-charge, such item can be used in work.

- 5.2. The agency supplying the patented item shall provide complete details/specifications/ drawings of the items including the manner in which it is to be used.
- 5.3. During the installation of such patented items, authorised representative of the firm supplying such patented/propriety items shall be present and after the execution of work, a certificate to be issued by the firm supplying the patented item indicating its proper installation. Such certificate will have to be kept in record by the concerned Engineer-in-charge executing the contract, before releasing payment for the work done. (Ref: Rly Board's Lr. No. 2018/CE-I/Innov/1 dtd. 18.01.2018)

6. PRE-CAUTION TO BE TAKEN WHILE PLYING OF VEHICLES ADJACENT TO RUNNING LINES TO PREVENT ACCIDENT TO TRAINS.

- 6.1 Vulnerable locations where construction work adjacent to running line can cause accident should be protected by suitable strong barrier which should be included as a paid item in contract schedule. These locations should be decided by Executive In-charge of the work at the beginning of construction and intimated to contractor in writing.
- 6.2 The barrier should be painted by retro-reflective paint at suitable interval to give warning at night.
- 6.3 No work adjacent to running track should be carried out at night without express written authority from the Engineer In-charge of the work. In fact, no contractor should do any kind of night working unless the Executive Engineer In-charge of the work gives the specified spots according to priority of work where night working has to be done. These spots should be well lit at night. In addition, the work should always; be done under supervision of Railway supervisors in addition to Contractor's supervisors. Suitable Railway personnel should be posted at site with safety equipment's like banner flags, hand signal flags, hand signal lamps and detonators to arrange protection of trains. The Railway supervisors in charge of such work should also give suitable message to adjacent stations as well as through control for issuing caution orders to the trains approaching the work site. For this purpose, he should be equipped with field telephone/walkie talkie set.
- 6.4 The Contractor shall not allow any road vehicle belonging to him or his suppliers etc., to ply in railway land next to the running line. If for execution of certain works viz, earthwork for parallel Railway Line and supply of ballast for new or existing rail line gauge conversion etc., road vehicles are necessary to be used in Railway land next to the railway line, the Contractor shall apply to the Engineer-in –Charge for permission giving the type & No. of individual vehicles, names and License particulars of the drivers, location, duration & timings for such work/movement. The Engineer in Charge or his authorised representative will personally counsel, examine & certify, the road vehicle drivers, Contractor's flagmen & supervisor and will give written permission giving names of road vehicle drivers, Contractor's flagmen and supervisor to be deployed on the work, location, period and timing of the work. This permission will be subject to the following obligatory conditions.
 - (i) The road vehicles will ply only between sunrise & sunset.

- (ii) Nominated vehicles & drivers will be utilized for work in the presence of at least one flagman & one supervisor certified for such work.
- (iii) The vehicles shall ply 6m clear of track. Any movement/work at less than 6m and up to minimum 3.5m clear of track centre, shall be done only in the presence of railway employee authorised by the Engineer-in-Charge. No part of the road vehicle will be allowed at less than 3.5m from track centre. Cost of such railway employee shall be borne by the Railway.
- (iv) The Contractor shall remain fully responsible for ensuring safety & in case of any accident, shall bear cost of all damages to this equipment and new and also damages to railway & its passengers.
- (v) The Contractor shall also be bound by the provisions of this agreement to ply the road Vehicle only with adequate margin of safety, well clear of the fixed structure profile of infringement, as stipulated in the rules made under the Indian Railway's Act and to seek and be guided by the Signals and other directions of any look-out men or other personnel retained for the purpose of ensuring safety, and to ensure extra care and vigilance while turning, reversing or moving the road Vehicles in any other manner at an inclination to the running Railway Track or the siding as the case may be. The Contractor shall employ necessary look-out; men also at his own cost, irrespective of any other arrangement that Railway may make in this regard.
- (vi) Any breach of these conditions by the Contractor and/or his agents affecting the safety of movement of Trains, Engines, or other rolling stock of the Railway shall constitute a breach of Contract by the Contractor entailing liability with termination of contract for default on the part of the Contractor.

7.0 Mode of Payment Through Letter of Credit (LC) as option in works contract having advertised cost of Rs. 10 lakhs and above: -

- 7.1** (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.
- (ii) This option of taking payment through LC arrangement has to be exercised in IREPS (Indian Railway Electronic Procurement System-the e-application on which tenders are called by Railways) by the tenderer at the time of bidding itself and the tenderer shall affirm having read over and agreed to the terms and conditions of the LC option.
- (iii) The option so exercised, shall be an integral part of the bidder's offer.
- (iv) The above option of taking payment through LC arrangement, once exercised by tenderer at the time of bidding, shall be final and no change shall be permitted, thereafter, during execution of contract.
- (v) In case tenderer opts for payment through LC, following shall be the procedure to deal release of payment through LC:
- (a) The LC shall be a sight LC.
 - (b) The contractor shall select his Advising/Negotiating bank for LC. The incidental cost towards issue of LC and its operation thereof shall be borne by the contractor.

- (c) SBI, New Delhi, Main Branch will be the nodal branch for issue of LC's based on online requests received from Railway Accounts Units for tenders opened in financial year 2018-19. SBI branches where the respective Railway Accounts Office has its Account (Local SBI Branch) will be the issuance/reimbursing branch for LC issued under this arrangement. The Bank shall remain same for this tender till completion of contract. The incidental cost @ 0.15% per annum of LC value, towards issue of LC and operation thereof shall be borne by the contractor and shall be recovered from his bills.
- (d) The LC shall be opened initially for duration of 180 to 365 days in consultation with contractor. The LC shall be extended time to time as per the progress of the contract, on the request of the contractor. The value of LC to be opened initially as well as extended thereafter shall be finalized by the engineer in consultation with the contractor on the basis of expected progress of work.
- (e) The LC terms and conditions shall inter-alia indemnify and save harmless the Railway from and against all losses, claims and demands of every nature and description brought or recovered against the 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.
- (f) The LC terms and conditions shall inter-alia provide that Railways will issue a Document of authorization (**format enclosed as Annexure-P of Chapter-6**) after passing the bill for completed work to enable contractor to claim the authorized amount from their bank.
- (g) The acceptable, agreed upon document for payments to be released under the LC shall be the Document of Authorisation.
- (h) The Document of Authorisation shall be issued by Railway Accounts Office against each bill passed by Railways.
- (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).
- (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.
- (k) The payment against LC shall be subject to verification from Railway's Bank (Local SBI Branch).
- (l) The Contractor's bank (advising bank) shall submit the documents to the Railway's Bank (Local SBI Branch)
- (m) The railway's bank (issuing bank) shall, after verifying the claim so received w.r.t. the digitally signed Document of Authorisation received from Railway Accounts Office, release the payment to contractor's bank (advising bank) for crediting the same to contractor's account.

- (n) Any number of bills can be dealt within one LC, provided the sum total of payments to contractor is within the amount for which LC has been opened.
- (o) The LC shall be closed after the release of final payment including PVC amount, if any, to the contractor.
- (p) The release of performance guarantee or security deposit shall be dealt directly by railway with the contractor i.e. not through LC.

7.2. For opening of LC, executive department shall make a request letter to concerned Accounts Department on a format, placed as **Annexure-1 of Chapter-4**.

8. Public Procurement (Preference to Make in India), Order-2017:-

Whereas it is the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, and Whereas procurement by the Government is substantial in amount and can contribute towards this policy objective, and

Whereas local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them.

Now therefore the following Order is issued:

8.1. **This Order is issued pursuant to Rule 153(iii) of the General Financial Rules 2017.**

8.2. **Definitions:** For the purposes of this Order:

'Local Content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

'Local Supplier' means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed under this Order or by the competent Ministries/Departments in pursuance of this Order.

'L 1' means the lowest tender or lowest bid of the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

'margin of purchase preference' means the maximum extent to which the price quoted by a local supplier may be above the L 1 for the purpose of purchase preference.

'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services.

'Procuring entity' means a Ministry or department or attached or subordinate office of or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

8.3. **Requirement of Purchase Preference:** Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to local suppliers in all procurements undertaken by procuring entities in the manner specified hereunder:

a. In procurement of goods in respect of which the Nodal Ministry has communicated that there is sufficient local capacity and local competition, and where the estimated value of procurement is Rs. 50 Lakhs or less, only local suppliers shall be eligible. If the estimated value of procurement of such goods is more than Rs. 50 Lakhs, the provisions of sub-paragraph b or c, as the case may be, shall apply.

b. In the procurement of goods which are not covered by paragraph 8-(3a) and which are divisible in nature, the following procedure shall be followed.

i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.

ii. If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers, will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.

c. In procurements of goods not covered by sub-paragraph 8-(3a) and which are not divisible, and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed.

i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1.

ii. If L1 is not from a local supplier, the lowest bidder among the local suppliers, will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such local supplier subject to matching the L1 price.

iii. In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.

8.4. **Exemption of small purchases:** Notwithstanding anything contained in paragraph 8.3. procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.

- 8.5. **Minimum local content:** The minimum local content shall ordinarily be 50%. The Nodal Ministry may prescribe a higher or lower percentage in respect of any particular item and may also prescribe the manner of calculation of local content.
- 8.6. **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.
- 8.7. **Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.
- 8.8. **Government E-market place:** In respect of procurement through the Government E-market place (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.
- 8.9. **Verification of local content:**
- a. The local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.
 - b. **In cases of procurement for a value in excess of Rs. 10 crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.**
 - c. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.
 - d. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/accountant's certificates on random basis and in the case of complaints.
 - e. Nodal Ministries and procuring entities may prescribe fees for such complaints.
 - f. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of this General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.
 - g. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 8.9h below.
 - h. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:

- i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry/Department or in some other manner.
- ii. On a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
- iii. In respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

8.10. Specifications in Tenders and other procurement solicitations:

- a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.
- b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of local suppliers who would otherwise be eligible, beyond what is essential for ensuring quality of creditworthiness of the supplier.
- c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.
- d. If a Nodal Ministry is satisfied that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and/or other items relating to that Nodal Ministry. A copy of every instruction or decision taken in this regard shall be sent to the Chairman of the Standing Committee.
- e. For the purpose of sub-paragraph 8.10 d above, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or (ii) a majority of its shareholding or effective control of the entity is exercised from that country; or (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India".

9. Reverse Auction (Applicable for works tenders valued more than Rs. 50 Cr.)

Electronic Reverse Auction (e-RA) for Works tender- The matter has been examined in detail in Board's office and it has been decided that "*the instructions issued vide Railway Board's letter dated 28.03.2018, for conducting e-Reverse Auction are optional only (not mandatory), for works tenders. If local conditions allow, Railways may decide to adopt e-RA on case-to-case basis, with no further negotiation with LI if LI is selected through e-RA process.*" (Ref: Board' s letter No. 2018/CE-I/CT/18 dt. 21.11.2024)

9.1 Selection criteria for tender cases proposed through Reverse Auction (e-RA) route: -

- (a) In the first phase, following method of purchase through Reverse Auction shall be the preferred method for tenders valued more than Rs. 50 Cr. in each case.
- (b) The process of procurement through Reverse Auction shall be followed only in case of tenders where there are at least three proven/likely competitive sources, prima facie competent for execution of work.
- (c) Financial Bids in single currency/parameter only shall be allowed.
- (d) For cases on Zonal Railways, personal approval of the PHOD/CHOD duly vetted by associate finance shall be required for any exception in tendering method for cases otherwise eligible to be processed through the method of procurement detailed herein.
- (e) Even for cases which do not satisfy the selection criteria as detailed above, Railways may follow the process of Reverse Auction, as detailed herein if they so desire, with vetting of associate finance and approval of competent authority.

9.2 Procedure for award of contracts through Reverse Auction: -

- (a) The procedure discussed herein shall be fully implemented through IREPS. Any reference to Reverse Auction in these instructions shall imply e-RA.
- (b) Conduct and reporting of Reverse Auction shall be as per **Annexure-2 of Chapter-4**.
- (c) Each tender should clearly specify essential technical and commercial parameters in a transparent manner. No deviation to such essential Technical & Commercial conditions shall be permitted to the vendors in the electronic bid form.

9.2.1 Technical Bid and Initial Price Offer:

- (a) e-RA shall be adopted only for those cases where evaluation is on the basis of single parameter/currency.
- (b) Bidder shall be simultaneously required to electronically submit a Technical & Commercial Bid and Initial Price Offer.
 - Offer found eligible for award of contract/meeting eligibility criteria shall be categorized as Qualified for Award of Contract for the purpose of e-RA.
- (c) Offers not complying with essential technical & commercial requirements of the tender shall be declared as Ineligible for award of contract.
- (d) Technical & Commercial evaluation of bids shall be done by a Tender Committee, as per extant guidelines, delegation and the estimated value of tender. Recommendations of Tender Committee shall be considered by Tender Accepting Authority, as per existing guidelines.
- (e) Initial Price Offer of only those bidders categorized as Qualified for Award of contract shall be opened and tabulated by system separately. Extant instructions for electronic tabulation shall apply for tabulation of Initial Price Offer.

9.2.2 Financial Bid:

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:

(a) Selection of vendors for Reverse Auction for award of Contract:

Number of tenderers Qualified for Award of contract	Number of tenders to be selected for Reverse Auction	Remarks
< 3	NIL*	The bids disallowed from participating in the Reverse Auction shall be the highest bidder(s) in the tabulation of Initial Price Offer. In case the highest bidders quote the same rate, the Initial Price Offer received last, as per time log of IREPS, shall be removed first, on the principle of last in first out, by IREPS system itself.
3 to 6	3	
More than 6	50% of Vendors Qualified for award of contract (rounded off to next higher integer)	

Note:-

- (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, 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 interse 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 Para 9.2.2 (a).
- (b) During Reverse Auction process, bidders shall not be allowed to bid a rate higher than the lowest Initial Price Offer.

9.2.3 Reverse Auction among bids categorized as Qualified for award of contract shall be conducted on IREPS/Suitable Platform. Bidders shall be able to see the auction screens.

9.2.4 After obtaining the final bids of Reverse Auction, tenders shall be finalized as per existing policy (including Make in India Order, 2017, vide **Para-8 of Chapter-4**, if applicable). All the relevant policies of Government of India at the relevant time shall be applicable.

9.2.5 The level of Tender Committee to consider the Final Price Offers shall be determined on the basis of lowest Initial Price Offer of bid Qualified for award of contract as opened prior to Reverse Auction. In case of level Tender Committee which evaluated technical & commercial bids as per **Para 9.2.1(d)** was higher than the level of TC competent to consider lowest Initial Price Offer of bid Qualified for award of contract, the higher level TC shall continue to finalise such tender cases.

10. Vitiating with respect to variation in quantities: -

The aspect of vitiating of tender with respect to variation in quantities should be checked and avoided. As a result of variations, a contract value shall be considered “vitiating” only when, the following percentage variation in contract value between tenderers are noticed to have been exceeded.

SN	Value of contract	Percentage difference between present Contractor and new L-1 as a result of variation (percentage shall be calculated with base as the revised contract quantities multiplied by the rates of the present contractor)
1	Small value contracts (Tender Value less than Rs. 50 lakh)	1 0
2	Other than small value contracts (Tender Value equal to or more than Rs. 50 lakh)	5

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

10.2 The above shall be regulated as under: -

- The case shall be decided by the tender accepting authority competent for the revised quantity) and shall not be treated as a case of single tender. The provisions of Railway Board letter No. 2007/CE.I/CT/18/Pt. XII dated 31.12.2010 hereby gets suspended.
- These instructions will be similarly applicable to earning contracts with H-1, H-2 substituted for L-1, L-2 and so on.
- Executives while executing the work shall make all efforts to ensure that no vitiating takes place in normal circumstances. Vitiating should be an exception rather than a routine affair. Efforts should be made to invite bids on the basis of percentage above/below/at par.
- Vitiations should always be computed with respect to the items, rates, quantities and conditions as available at the time of Tender Opening and subsequent changes/additions by way of new items will not be counted for computing vitiating.

(Ref: RB letter No. 2017/Trans/01/Policy dated 08.02.2018)

11. For evaluation of change in interse position/ vitiating, comparison will be made amongst the eligible tenderers quoted for the work.

12. Special Conditions for Issue of Identity Cards by Contractors

- (i) The contractor is bound to issue identity card to each and every person employed by him and deployed for execution of the contract work as per the prescribed format provided in the tender document at his cost. Failure on the part of the contractor to issue identity cards to their employees will be treated as breach of contract conditions and therefore will be dealt as per clause No-62(VII) of GCC.
- (ii) It is mandatory on the part of every employee, deployed by the contractors to keep in his possession, the identity card, issued by the contractor throughout the execution of the work. Failure to possess such identity will be treated as unauthorized presence in the Railway premises; such persons shall be liable for prosecution as per law.
- (iii) It is mandatory for the contractor to submit the list of the employees issued with the identity cards and deployed for execution of the particular; contract to the Railway's Engineer at site before commencement of the work and also for any subsequent changes made during the execution of the work.
- (iv) No claims whatsoever arising out of implementation of special conditions pertaining to issue of identity cards shall be admissible.

Format of Identity Card

Identity Card Sr. No:

Date of issue:

Contract Agreement No.:

Name of the contractor & Address:

Particulars:

- 1. **Name of the employee** :
- 2. **Date of Birth/Age** :
- 3. **Personal Identification Mark** :
- 4. **Permanent Address** :

(Signature of Contractor)(Signature/Thumb Impression of employee)

(Person who signed original

Tender document or contract Agreement)

13. Measurement and Recording of “Executed Works” by the Contractor in Railway Construction works:

Para-E.1316A of Engineering code (Applicable for contracts wherein the measurement of work by contractor is permitted): Para 1316 of Engineering Code shall not be applicable for these contracts. For such contracts, contractor shall be responsible for carrying out measurements of work executed and recording of measurements for the release of on account/final payment. In such cases, the detailed procedure for recording of measurements, provisional payment, test check and final payment shall be as follows:

Contractor's Measurement Book:

13. 1. Railway shall arrange contractor's measurement book (CMB), each having sheet No, 1A to 4A (Form E 1313) (**Annexure-3 to 6 of Chapter-4**), followed by 100 machine number pages (Form E 1313, sheet No. 5A) (**Annexure-7 of Chapter-4**). On the top of each sheet of CMB, there shall be provision for recording the name of the work, agreement number, name of contractor and CMB number.
13. 2. CMBs shall be printed in such a way so as to keep a clear margin of 50 mm on the left side of page, Further, the left side shall have pinhole tear line at a distance of 15 mm from edge for ease of taking out sheets from these books. The binding shall be within 15mm of the margin available between edge and pinhole tear line. This shall ensure availability of minimum 35 mm clear margin to re-bind measurement books later on.

Movement and upkeep of Contractor's Measurement Book:

- 13.3. Dy Chief Engineer in charge of contract (Dy CE/C) shall hand over required No. of CMBs to Assistant/Executive Engineer in-charge of contract (AEN/XEN) after taking receipt of the same on sheet No. 2A (Form E.1313) (**Annexure-4 of Chapter-4**) for further issuance to contractor time to time as per progress of work.
- 13.4. CMB shall be registered with unique No. in the Register of Measurement Books (Form E.1314) maintained In the office of Dy CE/C. Separate accountal of CMBs for each agreement shall be maintained in the office of Dy CE/C and AEN/XEN.
- 13.5. In case of change of 'contractor's authorized engineer', fresh approval shall be taken from Dy. CE/C before recording of measurement.
- 13.6. While issuing the CMB to contractor, AEN/XEN shall take out sheet No. 2A to 4A (**Annexure-3 to 5 of Chapter-4**) from the CMB, take receipt of CMB from contractor on sheet No. 3A (Form E.1313) (**Annexure-5 of Chapter-4**), and keep the same in safe custody.
13. 7. Similar system as for CMB, shall be followed for issuing Field Book/Level Book (E.1317/A) to contractor for recording of levels in the field book/level book.

Measurement

- 13.8. The contractor's authorized engineer shall record the measurements in CMB neatly in his own handwriting, without any use of eraser/overwriting, without use of any typing fluid or any such thing. All cuttings shall be initialed. No page shall be damaged/destroyed. No page shall be kept blank in between the measurements.
- 13.9. The Contractor shall communicate the date of measurement to AEN/XEN in sufficient advance' to witness any measurement. Witnessing of measurement by railways is not compulsory except for initial levels in case of earthwork and hidden measurements. Initial levels of earthwork and hidden measurements are to be recorded in the presence of railway officials and test checked as prescribed.

- 13.10. In on account contract certificate, measurement shall be recorded for the items and quantities to be paid in the concerned on account contract certificate.
- 13.11. However, in every 4th on account contract certificate and final contract certificate, the recording of measurement for works executed shall include all the items and their quantity included in previous on account contract certificates, irrespective of whether to be paid or not in the current On Account Contract Certificate/Final Contract Certificate.
- 13.12. No payment shall be processed on Lump sum measurement taken by contractor's authorized engineer except for earthwork. For earthwork, every 4th bill shall be based on actual levels taken and detailed calculations carried out for the work done.
- 13.13. The contractor shall take out carefully from CMB the used pages of CMB with one extra blank page for processing the bill; staple them for submission to AEN/XEN along with bill, duly signing the measurements. The contractor shall keep a photocopy of the measurements with him for future reference.
- 13.14. At the time of submission of final bill, the contractor shall submit all the remaining CMBs (unused as well as partially used) with him along with bill to AEN/XEN.
- 13.15. The contractor shall submit required copies of invoice and on account contract certificate/ final contract certificate (similar to form E.1337 and E.1338) to the AEN/XEN duly marking them - original or copy. Original shall be used for release of payment whereas duplicate copies shall be used for record purpose in different offices.
- 13.16. In case contractor requires provisional payment of on-account bill; the contractor shall submit his invoice and provisional on account contract certificate for 75% of amount of work done (before deduction of taxes). The contractor shall write 'For Provisional payment' 'on top of such on-account contract certificate.
- 13.17. AEN/XEN while issuing receipt of stapled sheets of CMB to contractor shall clearly record the same in sheet 4 (E.1314) of concerned CMB, kept in the office of AEN/XEN.

Release of Provisional Payment

- 13.18. Senior Section Engineer / 'Junior Engineer with 5-year experience' (SSE/JE) and AEN/XEN shall sign & record a certificate on the original provisional 'on account contract certificate' as under:

"Certified that the payment being made is less than the amount due for the quantities of works executed by the contractor".

In case of payment of earthwork items in any contract, calculation of quantity of such items along with field book /level book must be enclosed. This shall be cross checked, as considered appropriate by SSE/JE & AEN/XEN, to ensure that no excess payment is being made. At this stage no test check of measurements by railway is required.

- 13.19. AEN/XEN shall keep a copy of contractor's invoice & provisional on account contract certificate in his office, and submit original invoice & original provisional on account contract certificate along with required number of duplicate copies, and used sheets of CMB to the Dy CE/C unit for passing the bill and release of payment.

**For Chief Administrative Officer (Const)
West Central Railway, Jabalpur.**

- 13.20. The provisional on account contract certificate shall be passed by Dy CE/C and payment shall be released by associate based on above certification of SSE/JE and AEN/XEN. After release of payment, blank sheet of CMB (if any) shall be crossed by Dy CE/C before sending the measurement sheets back to AEN/XEN for carrying out required test checks. At this stage measurements shall not be crossed.
- 13.21. No provisional payment shall be allowed in final contract certificate, Further, once provisional payment has been released in any on-account contract certificate, the next on account contract certificate can be raised by contractor only when accounts of previous on account certificate (Provisional as well as remaining payment) has been finalized,

Test Check

- 13.22. Necessary test checks shall be carried out by the SSE/JE and AEN/XEN for the works done before full payment of on-account contract certificate/final contract certificate, SSE/JE and AEN/XEN shall communicate the date of test checks to contractor in advance. The contractor can accompany during test check. The contractor shall provide support staff and all required tools& plants to facilitate test check by railway officials.
- 13.23. The stipulated test checks for AEN/XEN and SSE/JE Level is tabulated as under:

SN	Description of works	Test Check in terms of % of value by	
		SSE/JE	AEN/XEN
(a)	Measurement of Ballast, pitching stone, Earth work and hidden items.	100%	100%
(b)	Measurement of all other items.	100%	20%
(c)	Initial and Final levels along centre line for earthwork in embankment and cutting.	100%	100%
(d)	Intermittent levels along centre line for earthwork in embankment and cutting.	100%	20%
(e)	Initial, intermittent and final levels except centre line for earth work in embankment and cutting.	100%	20%

Note: The check regarding levels of earthwork invariably shall be carried out in cross sections having heavy cross slopes.

13. 24. Contractor's recorded measurement sheets shall be checked for any corrections/over writing during test check. All the corrections/over writing shall be initialed by. SSE/JE.
13. 25. The discrepancy noted (if any) during test check of recorded measurement shall be communicated by AEN/XEN to the contractor.
13. 26. In case of discrepancy noticed during test check, the contractor shall submit original and required copies of fresh invoice of amount corrected for discrepancy, and in case provisional payment has been released earlier, the required copies of fresh invoice of remaining amount corrected for discrepancy (if any), along with on account/final contract certificate to AEN/XEN.

Full payment of On Account Contract Certificate/Final Contract Certificate

For Chief Administrative Officer (Const)
West Central Railway, Jabalpur.

13. 27. AEN/XEN shall submit original copy of invoice and on account contract certificate of remaining amount/ Final Contract along with required number of duplicate copies and used sheets of CMBs (all used/blank CMBs in case of final contract certificate), duly signed by SSE/JE and AEN/XEN to the Dy CE/C for passing the bill and release of payment.
- 13.28. Once the payment is released, Dy CE/C shall return back the used sheets of CMB to AEN/XEN for safe custody. duly crossing of measurements by finance officer.
- 13.29. Once all used of a particular CME is received back by AEN/XEN from Dy CE/C, the AEN/XEN shall re-bind all 100 pages of CMB along with sheet No. 1A to 4A (**Annexure-3 to 6 of Chapter-4**) for submission of CMB to Dy CE/C office. Dy CE/C office shall record the receipt of same in sheet No. 2A of CMB (**Annexure-4 of Chapter-4**) and Register of Measurement Books (Form E1314).
- 13.30. The final contract certificate shall be passed by Dy CE/C only receipt of all CMBs (used/blank) from AEN/XEN.
- 13.31. The provisions of this para 1316A shall be applicable to all the departments of Indian railways and to be executed through equivalent authorities of respective departments.

Annexure-1 of Chapter-4

Request Letter from Executive Branch to Accounts Office for opening of LC

Office of -----

West Central Railway

No. _____

Dated _____

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

Sub: Opening of LC

Ref: Contract Agreement No.

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

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

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

(Signature)

Name: _____

Designation: _____

(Official Seal)

Annexure-2 of Chapter-4

Procedure for Conduct and Reporting of Reverse Auction

- 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 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 (through IREPS portal) 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 e-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 lowest bid obtained after closure of e-RA session for tenders.

Note:- The bidders may take help of “User Manual for Contractors for 2 stage Reverse auction” available on IREPS portal in learning center → E-tender(works)

Annexure-3 of Chapter-4

(Sheet 1A)

Railway.....
CMB No.....
CONTRACTOR'S MEASUREMENT BOOK
Department
Division/Construction Unit.....
Name of Work.....
Agreement No.....
Name of Agency.....
Name to whom Issued.....
Designation.....
Date of Issue.....
Date of return.....

Annexure-4 of Chapter-4
(Sheet 2A)

Railway..... CMB No..... CONTRACTOR'S MEASUREMENT BOOK	
Department.....	
Division/ConstructionUnit.....	
Name of Work.....	
Agreement No.....	
Name of Agency.....	
Issued to..... <div style="text-align: center;">(Name & designation)</div>	
..... <div style="text-align: center;">(Station)</div>	on..... <div style="text-align: center;">(date)</div>
Received by..... <div style="text-align: center;">(Signature)</div>	
..... <div style="text-align: center;">(Designation)</div> <div style="text-align: center;">(Station)</div>
On..... <div style="text-align: center;">(date)</div>	
Date of first entry.....	
Date of last entry.....	
Date received back in Division/Const.Unit }	
Office after completion of book }.....	
Certified that this Measurement Book contains 100 machine numbered pages from To..... (both pages inclusive) which have been counted by me and are correct.	
Date.....	Signature..... Designation.....

Annexure-5 of Chapter-4

Railway..... CMB No..... CONTRACTOR'S MEASUREMENT BOOK					
Name of work.....					
Agreement No					
Name of Agency.....					
Issued to					
(Contractor's name)					
.....				on.....	
(Station)				(date)	
Certified that this Measurement Book contains 100 machine numbered pages from..... to.....(both pages inclusive) which have been counted by me and are correct. No sheet in torn.					
I understand that the measurement book is very important document and hence I shall ensure its proper upkeep and safe custody.					
Received by.....					
(Signature of contractor)					
.....		
(Name)		(Station)		(date)	
Date of first entry.....					
Date of last entry.....					
Certified that this Contractor's Measurement Book pages returned by contractor have been counted by me and are correct. The details of pages received by me is as under:					
S. No.	On Account Bill No.	Page No. From To	No of Pages	Date of receipt in AEN/XEN Office	Sign & Designation of Railway Official
1					
2					
3					
4					
5					
6					
7					

(Sheet 3A)

Annexure-6 of Chapter-4

(Sheet 4A)

Railway..... CMB No..... CONTRACTOR'S MEASUREMENT BOOK Name of work..... Agreement No Name of Agency.....					
INDEX OF M.B					
S. No.	Particulars of Entries running or final	Agreement or Work order ref.	Page		Remarks
			From	To	

For Chief Administrative Officer (Const)
West Central Railway, Jabalpur.

Annexure-7 of Chapter-4

(Sheet 5A)

Railway.....

CMB No.....

Division/Construction Unit

*Space for Machine numbering
with six digits unique number*

CONTRACTOR'S MEASUREMENT BOOK

Name of work.....

Agreement No

Name of Agency.....

INDEX OF M.B

Particulars	No	L	B	D	Contents

For Chief Administrative Officer (Const)
West Central Railway, Jabalpur.

WEST CENTRAL RAILWAY CONSTRUCTION ORGANISATION

CONTRACTOR'S FAMILARIZATION

I/We hereby solemnly declare that I/we have visited the site of above work and have familiarized myself/ourselves of the working conditions there in all respects and in particular the following:

1. Topography of the area and existing Road network (high ways & Village, Pucca & Kacha) and availability of Service Roads,
2. Soil Conditions at the site of the work.
3. Sources and availability of construction material.
4. Rates for Construction materials.
5. Availability of local labour, both skilled and unskilled and the prevailing labour rates.
6. Availability of Water and Electricity.
7. Availability of space for putting up labour camps, offices Store Godowns, Engineering yards etc.

WEST CENTRAL RAILWAY CONSTRUCTION ORGANISATION

ANNEXURES –A to R

1.	ANNEXURE – A:	FORMAT FOR CERTIFICATE TO BE SUBMITTED / UPLOADED BY TENDERER ALONGWITH THE TENDER DOCUMENTS
2.	ANNEXURE – A1:	FORMAT FOR CERTIFICATE TO BE SUBMITTED / UPLOADED BY ATTORNEY/AUTHORISED SIGNATORY/EACH MEMBER OF PARTNERSHIP FIRM/JOINT VENTURE(JV)/HINDU UNDIVIDED FAMILY (HUF)/LIMITED LIABILITY PARTNERSHIP (LLP) ETC. ALONGWITH THE TENDER DOCUMENTS
3.	ANNEXURE – B:	COMPLIANCE OF FINANCIAL ELIGIBILITY CRITERIA BY THE TENDERER REGARDING CONTRACTUAL PAYMENT RECEIVED
4.	ANNEXURE – C:	HISTORY SHEET OF THE TENDERER
5.	ANNEXURE – D:	DETAILS OF CONSTRUCTION MACHINERIES, TOOLS & PLANTS, VEHICLES ETC
6.	ANNEXURE – E:	DETAILS OF TECHNICAL AND OTHER PERSONNELS AVAILABLE ON HAND & PROPOSED TO BE ENGAGED IN WORK
7.	ANNEXURE – F & F1:	DETAILS OF SIMILAR NATURE OF WORK COMPLETED/SUBSTANTIALLY COMPLETED DURING LAST SEVEN (07) YEARS
8.	ANNEXURE – G & G1 :	COMPLIANCE OF ELIGIBILITY CRITERIA BY THE TENDERER REGARDING BID CAPACITY
9.	ANNEXURE – H:	DECLARATION REGARDING ASSOCIATION OF RAILWAY OFFICER(S) WITH TENDERER(S)
10.	ANNEXURE – I:	LIST OF COURT CASES DURING LAST 3 YEARS
11.	ANNEXURE – J:	LIST OF ARBITRATION CASES DURING LAST 3 YEARS
12.	ANNEXURE – K:	BROAD PLAN OF EXECUTION OF THIS WORK WITHIN THE STIPULATED COMPLETION PERIOD
13.	ANNEXURE – L:	FORMAT OF MOU FOR JOINT VENTURE PARTICIPATION
14.	ANNEXURE – M:	FORMAT OF JOINT VENTURE AGREEMENT FOR JOINT VENTURE PARTICIPATION
15.	ANNEXURE – N:	DETAILS OF OTHER CREDENTIALS/ FACILITIES AVAILABLE WITH THE FIRM/CONTRACTOR
16.	ANNEXURE – O:	MANDATE FORM OF EFT
17.	ANNEXURE – P:	DOCUMENT OF AUTHORISATION
18.	ANNEXURE – Q:	SPECIMEN FORMAT FOR BANK GUARANTEE FOR BID SECURITY
19.	ANNEXURE – R:	SPECIMEN FORMAT FOR BANK GUARANTEE FOR PERFORMANCE GUARANTEE

ANNEXURE-A

FORMAT FOR CERTIFICATE TO BE SUBMITTED / UPLOADED BY TENDERER ALONGWITH THE TENDER DOCUMENTS

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

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 alongwith 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 tender Bid Security and may also lead to any other action provided in the contract including banning of business for a period of upto two years. Further, I/we (insert name of the tenderer) ** _____ and all my/our constituents understand that my/our offer shall be summarily rejected.
9. I/we also understand that if the contents of the certificate submitted by us are found to be false/forged 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 up to two years.
10. I/We have read the clause regarding restriction on procurement from a bidder of a country

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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)

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

ANNEXURE-A1

(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/authorised signatory of the (constituent firm/constituent partner) and member/partner of the (tendering firm) hereby solemnly affirm and state as under:

1. I/we certify that (constituent firm/constituent partner) is /are not blacklisted or debarred by Railways or any other Ministry/ Department of Govt. of India from participation in tender on the date of submission of bids, either in individual capacity or as a HUF/ member of the partnership firm/LLP/JV/Society/Trust.
2. I/we have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I am /We are not from such a country or, if from such a country, have been registered with the competent Authority. I/We hereby certify that I/we fulfil all the requirement 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-B

Compliance of Financial Eligibility Criteria by the Tenderer regarding Contractual Payments received during the qualifying period (Reference-Para 10.2 & 17.15.2 of Tender Form (Second Sheet) of Annexure-I.

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

NAME OF BIDDER/JV PARTNER:

Annual Contractual Turnover Data for the Previous 3/4 Years (Contractual Payment only)			
Year	Amount Currency	Exchange Rate	Indian National Rupees Equivalent
Average Annual Contractual Turnover for last 3 years			

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

SEAL AND SIGNATURE OF THE BIDDER

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

(Signature of Chartered Accountant)

Name of CA:

Registration No:

(Seal)

ANNEXURE -C**HISTORY SHEET OF THE TENDERER**

i)	Name of the Company	:
ii)	Address of Registered Office	:
	Phone:	
	Fax:	
iii)	Constitution of the Company	:
a)	Ownership particulars whether Sole Proprietary Firm/ HUF/Partnership firm/Joint Venture (JV)/Company registered under Company Act-2013/ Limited Liability Partnership Firm registered under LLP Act-2008,/ Registered Society/ Registered Trust or any other type duly supported by the documents such as Partnership Deed, Power of Attorney, PAN Card, Memorandum of Articles/Articles of Association, Authorisation, Certificate of Incorporation, Certificate of Registration, Deem of Formation, JV related documents etc. as applicable as per tender condition.	:
b)	Name and address of collaborator(s)	:
c)	Nature of participation by collaborator(s) in share holding of the Company	:
d)	Extent and nature of proposed participation by collaborator(s) in execution of this work	:
iv)	Number of years the firm has been in operation in India under its present	:
v)	Any Other information	

Signature of tenderer

Along with Seal

For Chief Administrative Officer (Const)
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ANNEXURE – D

DETAILS OF CONSTRUCTION MACHINERIES, TOOLS & PLANTS, VEHICLES ETC.

(AVAILABLE ON HAND AND PROPOSED TO BE UTILIZED IN WORK)

[illegible]

Signature of tenderer

Along with Seal

ANNEXURE – E

DETAILS OF TECHNICAL AND OTHER PERSONNELS AVAILABLE ON HAND AND PROPOSED TO BE ENGAGED IN WORK

Sl	N a m e	Age	Technical qualification(s)	Position with the tenderer	Commencement of present employment	Total experience	Emoluments
1	2	3	4	5	6	7	8

Signature of tenderer

Along with Seal

ANNEXURE – F

Details of Similar Nature of Works Completed/Substantially completed During last Seven (07) Years

SN	Particulars	Work-1	Work-2	Work-3	Work-4
1	Name of Work				
2	Date of Award of Contract				
3	Contract Agreement No				
4	Name & Address of Client/Department				
5	Original Value of Agreement (Rs.)				
6	Final/Latest revised value of Contract (Rs.)				
7	Original/Extended Date of Completion				
8	Actual Date of Completion for completed work				
9	Gross Payment Received (Including PVC) till last day of month previous to the one in which present tender notice published on IREPS website [Rs.]				
10	Gross Payment Received (Excluding PVC) for substantially completed work till last day of month previous to the one in which present tender notice published on IREPS website [Rs.]				
11	Scope of Work and main Features of Contract				
12	Remarks				

Date: _____

Signature of Tenderer/s with seal

Above detail should be given only for Similar Nature of Works as defined in Tender Document and which have been Physically Completed or Substantially completed in all respects before last day of the month previous to the one in which tender is invited. Part Completed Work shall not be considered.

- **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.

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- **For Technical Eligibility Criteria,** 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.

Note:

- (i) Contractual payment received by a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying compliance of the above-mentioned financial eligibility criteria in the tender under consideration.
- (ii) Certificate from Private individual for whom such works are executed shall not be Considered for eligibility of tenderers. However, in addition to work experience certificate 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 05 years prior to the date of opening 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.

Following documents regarding the **Public listed company** shall also be submitted along with the certificate (**Mandatory**)

- (a) Details of Average Annual turnover of the public listed company in last three financial years excluding current financial year (should be 500 Cr and above) issued by Chartered Accountant.
 - (b) The copy of the documents regarding listing in the National stock exchange or Bombay stock exchange with details of status of listing as on date of opening of tender.
 - (c) The copy of the document of incorporation/ registration of the Public listed company (should be at least 5 years prior to date of opening of tender).
 - (d) The copy of document regarding Person Authorized by the Public listed Company to issuesuch certificate.
 - (e) The relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant. TDS certificates for all payments received a copy of final/last bill paid by the public listed company in support of above work experience certificate.
- (iii) **The list of works as mentioned in the above table supported with documentary proof (Work Completion/Experience Certificate issued by the organizations for whom the work was carried out) shall only be considered for evaluating the Technical Eligibility Criteria.** In case of JV, all the members should attach copy of completion certificate issued by the organizations for whom the work was carried out. **Non-compliance with this condition is liable to result in the tender being rejected.**

ANNEXURE -F-1

Details of Similar Nature Works Completed or Substantially completed During last Seven (07) Years in case of tender having composite nature of work (bifurcated as per the components of tender schedule) to be submitted along with Annexure– F

S. No.	Description of components/ component as per tender schedule, executed in different contracts	Name of work under which components (mentioned in column-2) executed	S.N. of Annexure F, where other details of this work mentioned	Payment received under these components till ending last day of month previous to the one in which tender notice published on IREPS website	Amount received in % age under these components w.r.t estimated cost of components mentioned in tender document.
1	2	3	4	5	6
All components (A ,B,C,D,E, ---) executed in single contract					
1					
2					
More than onecomponent executed in single contract					
1					
2					
Only one component executed in single contract					
1					
2					

Date:

Signature of Tenderer/s
Along with Seal

Note: -

- (i) Component wise details mentioned above for the similar nature of work defined for the various components in the Tender (para 10.1(b)(1-3) of Tender document Chapter- 2, Annexure-1 Tender form (Second sheet)), should be supported **with documentary proof i . e** Work Completion/Experience Certificate issued by the organizations for whom the work was carried out.

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- (ii) For col 5 - The total gross amount already paid for the components of the work including the PVC amount (if paid) shall be mentioned.
- (iii) Only those works will be treated as composite works which consist of more than one distinct component of work such as Civil Engg. Works, S&T work, Electrical work, OHE work etc. and there is separate schedule for each such distinct components in the tender documents.

Format given above is for guidance only. Any certificate, containing complete/relevant required information as asked for in other format, shall be considered.

ANNEXURE – G

Compliance of Eligibility criteria by the Tenderer regarding Bid Capacity for the tenders having advertised value more than Rs. 20 Crore.

1. Name and style of the Tenderer with address (present tenderer)
2. The available bid capacity calculated is as under:

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

Where

A = Rs. _____ (i.e. Maximum value of construction works executed and payment received in any one financial year during the current and last three financial years immediately preceding the current financial year, up to date of opening of tender, taking into account the completed as well as works in progress.)

N = _____ Years (i.e. Number of years prescribed for completion of work for which bids has been invited.)

B = Rs. _____ (i.e. Existing commitments and balance amount of ongoing works with tenderer as per the prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to tenderer but yet not started up to the date of inviting of tender)

Bid Capacity = Rs. _____

3. Details of the Chartered Accountant verifying the Bid Capacity.

- (i) Name :-
- (ii) Address:-
- (iii) Phone No:-
- (iv) Fax No:-
- (v) e-mail ID:-

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

Signature of the Tenderer

Verified and signed

Details of Tenderer along with seal

Details of Chartered Accountant along with seal

Note:-

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

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

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

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

- (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.
- (d) The arithmetic sum of individual "bid capacity" of all the members shall be taken as JV's "bid capacity".
- (e) The available bid capacity of tenderer shall be assessed based on the details submitted by the tenderer as per Annexure-B & Annexure-G1, Chapter-6 of Tender Document which should be duly signed by tenderer(s) and verified by Chartered Accountant. In case, the available bid capacity is lesser than estimated cost of work put to tender, his offer shall not be considered even if he has been found eligible in other eligibility criteria/tender requirement.

For Maximum value of construction works executed and payment received in any one financial year i.e. Value-"A" considered for calculation of available Bid capacity shall be duly certified by CA supported with audited balance sheet and in case balance sheet is yet to be prepared /audited than it shall be supported by Form-16A issued by client (duly certified by CA) and/or payment received under relevant section for contractual payment of Form-26AS generated through TRACES of Income Tax Department (duly certified by CA). Value of "A" not supported by duly certified audited balance sheet/Form-16A/Form-26AS by Chartered Accountant will not be considered for Bid capacity calculation.

- (f) In case, the tenderer/s failed to submit the above statements along with offer, their/his offer shall be considered as incomplete and will be **rejected summarily**.

ANNEXURE-G1

Compliance of Eligibility criteria by the Tenderer regarding Current Commitment and Balance Amount of ongoing works for the tenders having advertised value more than Rs. 20 Crore.

(for calculating “B” as per the Bid Capacity formula)

Tenderers and each partner of the JV should provide information on their current commitments and balance amount of ongoing work up to the date of inviting of present tender including works which are awarded to tenderer but not yet started up to the date of inviting of present tender and for contracts approaching completion, but for which an unqualified full completion certificate is yet to be issued.

SN	Name of Work	LOA/Contract No. & Date	Name & Address of the Employer /Tel./Fax /E-mail	Date of Award of Contract	Latest value of Contract (Rs.)	Date of Completion (Original or extended date) of Work	Value of the Balance Work as on Date of publishing of tender notice of present Tender on IREPS website (Rs.)
a	b	c	d	e	f	g	h

“Certified that current commitments as on date of publishing of Tender notice of present tender on IREPS website for all the contracts that have been awarded or for which a Letter of Acceptance has been received or for the works in progress approaching completion, value of outstanding work and the balance completion period has been indicated in the above table correctly. It is further certified that if later on the Railway discovers that information provided in the table is incorrect then the Railway will treat our bid invalid and it will be liable for rejection.”

Signature of the Tenderer

Verified and signed

Details of Tenderer along with seal

Details of Chartered Accountant along with seal

1. The above statement should be submitted by the tenderer(s) duly signed by him and verified by Chartered Accountant. **In case, the tenderer/s failed to submit the above statements along with offer, their/his offer shall be considered as incomplete and will be rejected summarily.**
2. In case of JV, the tenderer(s) must furnish the details of each member of JV separately.
3. The tenderer(s) may submit any additional information in the above subject, if they desire so.

**For Chief Administrative Officer (Const)
West Central Railway, Jabalpur.**

ANNEXURE-H

DECLARATION REGARDING ASSOCIATION OF RAILWAY OFFICER(S) WITH TENDERER(S)

- (i) Information and particulars regarding working /retired Railway Engineer (s)/ Officer(s) of Gazetted rank as proprietor of proprietary firm.

Sr.No.	Name of retired Gazetted Officer / Engineer with designation & place of posting at the time of retirement	Date of Retirement	Particulars of permission taken for associating with the tenderer (wherever applicable)
1.			
2.			

- (ii) Information and particulars regarding retired Railway Engineer (s)/ Officer(s) of the Gazetted rank being one of the partner/members in the partnership Firm/ Joint venture/registered Society/ registeredfirm/ LLP etc.

Sr. No.	Name of retired Gazetted Officer / Engineer with designation & place of posting at the time of retirement	Date of Retirement	Particulars of permission taken for associating with the tenderer (wherever applicable)
1.			
2.			

- (iii) Information and particulars regarding retired Railway Engineer (s)/ Officer(s) of the Gazettedrank being director in the company.

Sr No.	Name of retired Gazetted Officer / Engineer with designation & place of posting at the time of retirement	Date of Retirement	Particulars of permission taken for associating with the tenderer (wherever applicable)
1.			
2.			

- (iv) Information in terms of tender document para-16(c) of Chapter-2 regarding Relative(s) employed in Gazetted capacity on the Railway:

Sr. No.	Name of the relative who is employed in Gazetted capacity in Engineering or any other department of the Railway with Designation	Relation
1.		
2.		

The information under Item(iv) is to be submitted by the tenderer, 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.

Signature of tenderer

Along with Seal

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

1. Document of permission from the President of India or any officer, duly authorized by him in this behalf, shall be submitted in case (i) where such Engineer or officer had not retired from government service at least 01 year prior to the date of submission of the tender and where such Engineer or officer is a proprietor, partner, member or director as the case, in proprietary firm, partnership Firm/ Joint venture/registered Society/ registered firm/ LLP, company.

2. If the above information is not furnished, contract is liable to be dealt in accordance with provision of clause 62 of Standard General Condition of contract.

Format given above is for guidance only. Any certificate, containing complete/relevant required information as asked for in other format, shall be considered.

ANNEXURE – I

LIST OF COURT CASES DURING PREVIOUS THREE FINANCIAL YEARS

Sl	Name of work	Value of work	Name of Client Deptt.	Name of the Court	Date of institution of case	Relief sought from Court	Brief reason of dispute	Final/Present position of the case
1	2	3	4	5	6	7	8	9

Signature of tenderer

Along with Seal

ANNEXURE – J

LIST OF ARBITRATION CASES DURING PREVIOUS THREE FINANCIAL YEARS.

Sl	Name of work	Value of work	Name of Client Deptt.	Amount and date of claim preferred	Claim of Deptt. if any	Brief reasons of disputes	Final/ Present position of the case
1	2	3	4	5	6	7	8

Signature of Tenderer

Alongwith Seal

ANNEXURE – K

Broad Plan of Execution of This Work Within The Stipulated Completion Period

Sl.No	Activity	Period of completion in months

Signature of Tenderer
Alongwith Seal

For Chief Administrative Officer (Const)
West Central Railway, Jabalpur.

ANNEXURE-L

MEMORANDUM OF UNDERSTANDING (MOU) FOR JOINT VENTURE PARTICIPATION

(To be executed on non-judicial stamp paper of appropriate value in accordance with relevant stamp Act. The stamp paper is to be issued in the name of the Joint Venture Firm).

JOINT VENTURE PARTICIPATION

BETWEEN

(indicate the name of member) having its registered office at (indicate the address of the member) represented by their (indicate designation/capacity e.g Manager/General manager/Director/Managing Director/ Partner/Managing Partner/Proprietor etc.), Shri. (indicate the name) aged aboutyears, S/o Shri (indicate the name of father) resident of (indicate Address) (hereinafter known as authorized signatory of the member) in the capacity of Lead Member of the first part.

AND

(indicate the name of member) having its registered office at (indicate the address of the member) represented by their (indicate designation/capacity e.g manager/General manager/Director/Managing Director/ Partner/Managing Partner/Proprietor etc.), Shri. (indicate the name) aged aboutyears, S/o Shri (indicate the name of father) resident of (indicate Address) (hereinafter known as authorized signatory of the member) in the capacity of the constituent member of the other part.

(In case of more than two members, include the details accordingly).

Now, the Joint Venture Firm (JV) formed by the members i.e. (indicate name of lead member) and (indicate name of constituent member) and (indicate name of other constituent member) will be known as (indicate JV firm name and address).

The expressions (indicate name of the lead member) and (indicate name of the constituent members), shall whatever the context admits, mean and include their respective legal representatives, successors-in-interest and assigns, and shall collectively be referred to as **“Joint Venture Firm”** and individually as the **“Member”**

WHEREAS; President of India, acting through Ministry of Railways, **West Central Railway Construction Organisation** (hereinafter referred to as **“Employer”**) has invited Tender for “(indicate name of work as mentioned in Notice inviting Tender)”.

NOW, THEREFORE, THE MEMBERS AGREE AS FOLLOWS:

1. The **‘Members’** have studied the documents and have agreed to submit their Tender as Joint Venture (JV) Firm.

The following documents shall be deemed to form and be read and construed as an integral part of this MOU.

- i) Notice inviting Tender,

For Chief Administrative Officer (Const)
West Central Railway, Jabalpur.

- ii) Tender document,
 - iii) Any Addendum/Corrigendum issued by (West Central Railway Construction organization), and
 - iv) The Tender for work submitted by Joint Venture Firm through Authorized member.
2. (a) *(indicate the name of the Lead Member)* shall be the “**Lead member**” of the JV Firm, for all intents and purposes having majority share (at least 51%) in Joint Venture Firm having fulfilled desired Technical & Financial Eligibility Criteria for this work.
- (b) *(indicate the name of the other Constituent Members as applicable for JV upto 03 members)* shall be the “**member**” of the JV Firm, for all intents and purposes having majority share (at least 20%) in Joint Venture Firm having fulfilled desired Technical & Financial Eligibility Criteria for this work.
- (c) *(indicate the name of the other Constituent Members as applicable for JV more than 03 members)* shall be the “**member**” of the JV Firm, for all intents and purposes having majority share (at least 10%) in Joint Venture Firm having fulfilled desired Technical & Financial Eligibility Criteria for this work.
3. The ‘Members’ resolve that the distribution of share of Financial, Technical, and other responsibilities of the constituent members of JV Firm is as under:

(a) <u>(indicate name & Address of Lead Member)</u>	Share%
Lead Member	
(b) <u>(indicate name & Address of Constituent Member)</u>	Share%
Constituent Member	
(c) <u>(indicate name & Address of Other Constituent Member)</u>	Share%
Other Constituent Member	

4. **JOINT AND SEVERAL RESPONSIBILITIES**

The Members undertake that they shall be jointly and severally liable to the Employer (Railways) for execution of the work in accordance with General and Special Conditions of Contract. The JV members shall also be liable jointly and severally for the loss, damages caused to the Employer (Railways) during the course of execution of the contract or due to non-execution of the contract or part thereof.

5. **ASSIGNMENT AND THIRD PARTIES**

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.

6. **AUTHORIZED MEMBER**

We, authorize (*indicate lead member of JV firm nominated as authorized member*), as **Authorized member** represented by their authorized signatory Shri (*indicate the name*) to act on behalf of the Joint Venture Firm to deal with the tender, sign the agreement or enter into contract in respect of the said tender/contract, 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. However, authorized member shall not submit any such proposals, clarifications or commitments without securing clearance of other JV constituents(s).

All notices/correspondences with respect to the tender/contract would be sent by Employer (Railways) **only to the authorized signatory of Authorized member at the address of JV firm**. All such notices/correspondences sent by Employer shall be legally binding on all the members of the J.V Firm.

7. **GUARANTEES AND BONDS**

Earnest Money Deposit and all bonds/guarantees to the Employer (Railways) shall be submitted in the name JV Firm, which shall be legally binding on all the members of the J.V Firm.

8. **INDEMNITY**

Each member hereto agrees to indemnify the other members against its respective parts in case of breach/default of the respective part of the contract/tender of any liabilities sustained by the Joint Venture Firm.

9. For the execution of the respective portions of works, the members shall make their own arrangements to bring the required finance, plants and equipment, materials, manpower and other resources.

10. **DOCUMENTS & CONFIDENTIALITY.**

Each member shall maintain confidentiality regarding the information related to the tender/contract, commercial and technical information received or generated in the course of preparation and submission of the Tender.

11. **ARBITRATION**

Any dispute, controversy or claim arising out of or relating to this agreement shall be settled in the first instance amicably between the members. If an amicable settlement cannot be reached as above, it will be settled by arbitration in accordance with the Indian Arbitration and Conciliation Act 1996 or any amendments thereof. The Venue of the arbitration shall be (*indicate the name of place*). Notwithstanding settlement of any dispute among the members of the JV Firm, the JV members shall ensure satisfactory completion of awarded work as per the contract with the Employer (Railways).

12. **VALIDITY**

This MOU shall remain in force till the occurrence of the earliest of the following, unless by mutual consent, the members agree in writing to extend the validity for a further period

- a. Tender submitted by the joint venture Firm is declared unsuccessful, or
- b. Cancellation/shelving of the work by the Employer (Railways) for any reasons prior to award of work.

In case, the Tender submitted by the joint venture Firm is declared successful; the validity

of this MOU shall be upto the entire period of completion (inclusive of period of extension, if any) including maintenance period.

13. This MOU is drawn innumber of copies with equal legal strength and status. One copy is held by (indicate name of lead member) and the other by (indicate name of constituent member) & (indicate name of other constituent member) and one copy submitted with the tender to Employer (Railways).

14. This MOU shall in all respects be governed by and interpreted in accordance with Indian Laws.

15. **NOTICES/CORRESPONDANCE**

All Notices/Correspondence by Employer (Railways) in writing shall be sent by Fax confirmed, by registered post or commercial courier to the following Fax number and address. (Indicate name of authorized signatory of authorized member, name & address of JV Firm with Fax number)

16. **JV Agreement.**

We the constituent member of the JV Firm are aware that after issue of Letter of Acceptance by the Employer (Railways), an agreement among the members of the JV firm has to be executed and got registered before the Registrar of Companies under the Companies Act or with the Registrar/Sub-Registrar under the Registration Act. This agreement shall be submitted by the JV firm to the Employer (Railways) as per Standard J.V. Agreement format before signing the contract agreement for the work. In case the JV members fail to observe/comply with stipulations, the Earnest Money Deposit, deposited with the Employer (Railways) shall be forfeited and other penal actions due shall be taken against the members and the JV Firm by the Employer (Railways).

17. We, the members of JV Firm shall furnish along with the tender, requisite documents as mentioned under para 17.1, 17.2, 17.3 (as the case may be) of the Guidelines for Participation of J.V. firms in works tender.

18. **Declaration**

It is certified that we are not blacklisted or debarred by the Railways or any other Ministries/Departments of the Govt. of India from participation in tender/contracts on the date of submission of Bids either in our individual capacity or as a member of the JV Firm in which we were/are members.

IN WITNESS WHEREOF THE MEMBERS, have executed this MOU on (indicate day, month & year).

(Indicate name of authorized signatory) (indicate name & address of lead member) (Seal)	(Indicate name of authorized signatory) (Indicate name & address of constituent member's) (Seal)
--	---

Witness:

1(Name & Address)

2(Name & Address)

ANNEXURE-M

JOINT VENTURE AGREEMENT FOR JOINT VENTURE PARTICIPATION

(The J.V. Agreement to be executed on non-judicial stamp paper of appropriate value, in accordance with relevant stamp Act. The stamp paper is to be issued in the name of the Joint Venture Firm and should not be more than six months old from the date of execution of the J.V. Agreement, on it)

JOINT VENTURE AGREEMENT

BETWEEN

(indicate the name of member) having its registered office at (indicate the address of the member) represented by their (indicate designation/capacity e.g Manager/General manager/Director/Managing Director/ Partner/Managing Partner/Proprietor etc.), Shri. (indicate the name) aged about years, S/o Shri (indicate the name of father) resident of (indicate Address) (hereinafter known as authorized signatory of the member) in the capacity of Lead Member of the first part.

And

(indicate the name of member) having its registered office at (indicate the address of the member) represented by their (indicate designation/capacity e.g manager/General manager/Director/Managing Director/ Partner/Managing Partner/Proprietor etc.), Shri. (indicate the name) aged about years, S/o Shri (indicate the name of father) resident of (indicate Address) (hereinafter known as authorized signatory of the member) in the capacity of the constituent member of the other part.

(In case of more than two members, include the details accordingly).

Now, the Joint Venture Firm (JV) formed by the members i.e. (indicate name of lead member) and (indicate name of constituent member) and (indicate name of other constituent member) will be known as (indicate JV firm name and address).

The expressions (indicate name of the lead member) and (indicate name of the constituent members), shall whatever the context admits, mean and include their respective legal representatives, successors-in-interest and assigns, and shall collectively be referred to as **“Joint Venture Firm”** and individually as the **“Member”**

1. WHEREAS; President of India, acting through Ministry of Railways, **West Central Railway Construction Organisation** (hereinafter referred to as **“Employer”**) has invited Tender for “(indicate name of work as mentioned in Notice inviting Tender)”.

And Whereas, the above members to the Joint Venture Firm have submitted the tender in the name of the said JV Firm formed as per the MOU signed on dated... and whereas the said tender has finally been accepted by the Employer (Railways) vide Letter Of Acceptance No.....dated, we (indicate name of the lead member) and (indicate name of the constituent members), herewith sign the above formal JV agreement for registration of the above joint venture Firm viz (indicate JV firm name and address) and for entering into contract Agreement with the “Employer” (Railway).

2. NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

The following documents shall be deemed to form and be read and construed as an integral part of this J.V. Agreement.

- i) Notice inviting Tender,
 - ii) Tender document,
 - iii) Any Addendum/Corrigendum issued by (West Central Railway),
 - iv) MOU signed on by us.
 - iv) Tender submitted on our behalf by the Authorized Member.
 - v) Letter Of Acceptance issued by Employer (Railways).
3. The 'Members' have studied the documents, JV guidelines and have agreed to participate in submitting the 'Tender' jointly; signed the JV MOU and submitted the tender accordingly.
4. (a) (indicate the name of the Lead Member) shall be the **"Lead member"** of the JV Firm, for all intents and purposes having majority share (at least 51%) in Joint Venture Firm having fulfilled desired Technical & Financial Eligibility Criteria for this work.
- (b) (indicate the name of the other Constituent Members as applicable for JV upto 03 members) shall be the **"member"** of the JV Firm, for all intents and purposes having majority share (at least 20%) in Joint Venture Firm having fulfilled desired Technical & Financial Eligibility Criteria for this work.
- (c) (indicate the name of the other Constituent Members as applicable for JV more than 03 members) shall be the **"member"** of the JV Firm, for all intents and purposes having majority share (at least 10%) in Joint Venture Firm having fulfilled desired Technical & Financial Eligibility Criteria for this work.
5. We, authorize (indicate lead member of JV firm nominated as authorized member), as **Authorized member** represented by their authorized signatory Shri. (indicate the name) to act on behalf of the Joint Venture Firm to deal with the tender, sign the agreement or enter into contract in respect of the said tender/contract, 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. However, authorized member shall not submit any such proposals, clarifications or commitments without securing clearance of other JV constituents(s).

All notices/correspondences with respect to the tender/contract would be sent by Employer (Railways) **only to the authorized signatory of Authorized member at the address of JV firm**. All such notices/correspondences sent by Employer shall be legally binding on all the members of the J.V Firm.

6. The 'Members' resolve that the distribution of share of Financial, Technical, and other responsibilities of the constituent members of JV Firm is as under:

(a) <u>(indicate name & Address of Lead Member)</u>	Share%
Lead Member	
(b) <u>(indicate name & Address of Constituent Member)</u>	Share%
Constituent Member	
(c) <u>(indicate name & Address of Other Constituent Member)</u>	Share%
Other Constituent Member	

7. The constitution of JV firm shall not be altered during the currency of the contract except when modification become inevitable due to succession laws etc. provided that the minimum eligibility criteria are not got vitiated. Failure to observe this stipulation shall be deemed to be breach of contract, which will entitle the Employer (Railway) to take all consequential action as per contract conditions.

8. JOINT AND SEVERAL RESPONSIBILITY

The Members undertake that they shall be jointly and severally liable to the Employer (Railways) for execution of the work in accordance with General and Special Conditions of Contract. The JV members shall also be liable jointly and severally for the loss, damages caused to the Employer (Railways) during the course of execution of the contract or due to non-execution of the contract or part thereof. The members solemnly affirm and declare that every possible care will be taken by them for ensuring satisfactory execution and completion of the work awarded under the contract.

9. ASSIGNMENT AND THIRD PARTIES

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.

10. GUARANTEES AND BONDS

All bonds/guarantees e.g Performance Guarantee, Bank Guarantee etc. to the Employer (Railways) shall be submitted by the JV Firm as per tender conditions, only in the name of J.V Firm.

11. INDEMNITY

Each member hereto agrees to indemnify the other members against its respective parts in case of breach/default of the respective part of the contract/tender of any liabilities sustained by the Joint Venture Firm.

12. USE OF MACHINERY, INSTRUMENT, LABOUR FORCE etc.

For the execution of the respective portions of works, the members shall make full arrangements to bring the required finance, plants and equipment, materials, manpower and other resources. However, the members here to undertake that whatever the machinery, instruments, labour force, (including unskilled, skilled, inspectors, Engineer etc.) they possess at the time of entering into Joint Venture Agreement or which subsequently shall come in their possession and if such machinery, instruments, labour force is required for the speedy and efficient execution of any portion of the work, the member/members having the control over the said machinery, instruments, labour force etc. without having any regard to their share of profit and loss agreed to between the members in Joint Venture Agreement shall hand over the same which shall be placed at the disposal of the other member actually executing that portion of the work at mutually agreed terms for the purpose of execution of the contract without any hindrance and obstacle

13. DOCUMENTS & CONFIDENTIALITY.

Each member shall maintain confidentiality regarding the information related to the tender/contract, commercial and technical information received or generated in the course of preparation and submission of the Tender and execution of contract.

14. **ARBITRATION**

Any dispute, controversy or claim arising out of or relating to this agreement shall be settled in the first instance amicably between the members. If an amicable settlement cannot be reached as above, it will be settled by arbitration in accordance with the Indian Arbitration and Conciliation Act 1996 or any amendments thereof. The Venue of the arbitration shall be (indicate the name of place). Notwithstanding settlement of any dispute among the members of the JV Firm, the JV members shall ensure satisfactory completion of awarded work as per the contract with the Employer (Railways).

15. **DURATION OF 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 and till Security Deposit is released.

16. **NOTICES/CORRESPONDANCE**

All Notices/Correspondence by Employer (Railways) in writing shall be sent by Fax confirmed, by registered post or commercial courier to the following Fax number and address.

(Indicate name of authorized signatory of authorized member, name & address of JV Firm with Fax number)

17. **Governing Laws** : The J.V. Agreement shall in all respect be governed by and interpreted in accordance with Indian Laws.

18. **Declaration:-**

It is certified that we are not blacklisted or debarred by the Railways or any other Ministries/Departments of the Govt. of India from participation in tender/contracts on the date of submission of Bids either in our individual capacity or as a member of the JV Firm in which we were/are members.

IN WITNESS WHEREOF THE MEMBERS, have executed this JV Agreement on **(indicate day, month and year)**

<p>(Indicate name of authorized signatory) (indicate name & address of lead member)</p> <p>(Seal)</p>	<p>(Indicate name of authorized signatory) <u>(Indicate name & address of constituent member's)</u></p> <p>(Seal)</p>
---	---

Witness:

3(Name & Address)

4(Name & Address)

Place :

Date :

(The J.V. Agreement should be got registered with Registrar of Company Act or with the Registrar/Sub-registrar under the registration act.)

ANNEXURE – N

OTHER CREDENTIALS/FACILITIES OF THE FIRM/CONTRACTOR
(WHICH ARE NOT COVERED IN ANNEXURE-A TO ANNEXURE –M)

Signature of Tenderer

Along with Seal.

MANDATE FORM OF EFT

The Contractor/supplier having their bank accounts on any of the city centres where reserve bank of India's EFT (Electronic Fund Transfer) facility exists will receive their payments through EFT scheme in case of being awarded with the work/supply order. For that they (the agency) will have to furnish the **mandate form of EFT** (As per proforma given below)) along with the tender document.

Electronic clearing service (Credit clearing) Model Mandate form

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

Name of the scheme and the periodicity of payment

No.

- 1) Contractor/supplier's Name
- 2) Particulars of their Bank Account
 - a) Name of Bank:
 - b) Name of the BranchAddress
Telephone No.
 - c) 9 Digit Code Number of the bank and branch
Appearing on the MICR cheque issued by the bank.
 - d) Type of the Account (S.B. Current or cash Credit)
With IFS Code
 - 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 bank cancelled cheque or photocopy of a cheque 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 Contractor/Supplier.

Date: _____

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

Bank's stamp.

Date: _____

Signature of The Authorised Official of the Bank.

ANNEXURE-P

LC/DA No(18 DIGIT IPAS GENERATED NO.)

Dated _____

DOCUMENT OF AUTHORISATION

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

This document is issued against Contract No. -----(FROM IREPS) ----- dated----- for work of -----
(DESCRIPTION OF WORK FROM IREPS)-----

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

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

THIS PAYMENT _____SSS_____

LC BALANCE AFTER THIS PAYMENT:_____

(Signature of authorised Railway authority)

Name

Designation

Official Seal

ANNEXURE-Q

SPECIMEN FORMAT OF BANK GUARANTEE BOND FOR SUBMISSION OF 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.....,

West Central Railway,

Beneficiary: FA & CAO (Con), West Central Railway

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

For Chief Administrative Officer (Const)
West Central Railway, Jabalpur.

.....[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	BG ENABLED

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

Date.....

Place.....

Bank's Seal and authorized signature(s)

[Name in Block letters]

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

[P/Attorney] No.

Witness:

1 Signature, Name & Address & Seal

2 Signature, Name& address & Seal

Bank's Seal

[P/Attorney] No.

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

ANNEXURE-R

SPECIMEN FORMAT OF BANK GUARANTEE BOND FOR PERFORMANCE GUARANTEE

(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.....,

West Central Railway,

Beneficiary: FA & CAO (Con), West Central Railway

Bank Guarantee Bond No.:

Date:-----

In consideration of the President of India (herein after called the Government) having agreed to exempt (indicate name and address of tenderer) (hereinafter called the said Contractor(s)) from the demand, under the terms and conditions of an Agreement (indicate acceptance letter no. and date) made between (indicate Dy. CE/Con or CE/Con. ,West Central Railway as applicable) and (indicate name and address of tenderer) for (indicate the name of work as mentioned in tender) (hereinafter called “the said Agreement”), of security deposit for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of a bank Guarantee for Rs.-----
----- (Rupees_____ only).

1. We, (indicate the name and address of the bank) (hereinafter referred to as “the Bank”) at the request of (indicate name and address of tenderer) (contractor's) do hereby undertake to pay to the Government an amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.
2. We (indicate the name and address of the bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.
3. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s)/supplier(s) in any suite or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

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

4. We, (indicate the name and address of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance/of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till (indicate Dy. CE/Con or CE/Con. ,West Central Railway as applicable) Office/ Department) Ministry of Railway certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ we shall be discharged from all liability under this guarantee thereafter.

For Chief Administrative Officer (Const)
West Central Railway, Jabalpur.

5. We (indicate the name and address of the bank) further agree with the government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said Contractor(s) and 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 being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the Government or any indulgence by the Government to the said Contractor(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/Supplier(s).
7. We, (indicate the name and address of the bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Dated the _____ day of _____ 20....

For (indicate the name and address of the bank)

CHAPTER-7
ANNEXURE-1

WEST CENTRAL RAILWAY CONSTRUCTION ORGANISATION
SPECIMEN FORMAT FOR LETTER OF ACCEPTANCE
(IN CASE OF MANNUAL MODE LOAs)

Without Prejudice
By Regd. Post with A.D
By Special Man

WEST CENTRAL RAILWAY

Office of the
Chief Administrative Officer (Con)
Jabalpur

No: o/o

Dtd:

To

Dear Sir(s),

Sub :- (Name of work).

Ref:- E-Tender Notice No.-----

01. With references to above, your offer has been accepted by the Railway Administration at a total value of Rs.

--

----/- (Rupees ----- only) with Contract Period of -- months from the date of issue of this Acceptance Letter at the following rates shown against each item under Schedules-A,B,C as enclosed to this letter.

Schedule-'A '----- % accepted rate in Above/below/at par

Schedule-'B '----- % accepted rate in Above/below/at par

Schedule-'C ' : -----% accepted rate in Above/below/at par

----- : -----

Other terms and conditions as incorporated in the tender documents issued for the work will be included in a formal agreement to be executed by you for carrying out the work.

02. An amount of Rs ----/- (Rupees----only) is to be deposited towards Security Deposit.

The EMD submitted on line vide IREPS Ref Id/Bank Trans Id No: ----- dtd. ----- for Rs-----/-(Rupees -

--- only) is adjusted towards Security Deposit. Balance amount of Security Deposit i.e., Rs -----/-(Rupees
--

----- only) is to be deposited in cash with FA & CAO (Con) WCR Railway/Jabalpur or otherwise if you so desire amount of balance Security Deposit will be recovered at the rate of 6% from your running bills of the contract.

03. You are requested to give a performance guarantee in any acceptable form as mentioned in the tender document, for an amount of **Rs -----** (-----) before signing of the agreement and it should be valid upto the stipulated date of completion plus 60 days. If the performance guarantee is in the form of B.G then it should be as per standard B.G format (enclosed). **"Bank Guarantees(BGs) to be submitted by suppliers/contractors should be sent directly to the concerned authorities by the issuing bank under Registered post. A.D.**

For Chief Administrative Officer (Const)
West Central Railway, Jabalpur.

04. Until a formal Agreement is prepared and executed, acceptance of this Tender shall constitute a binding contract. As such you are requested to submit a Performance Guarantee (PG) within 21 (twenty one) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 21 (twenty one) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 21 (twenty one) days, i.e. from 22nd day after the date of issue of LOA. Further, if the 60th day happens to be a declared holiday in the concerned office of the Railway, submission of PG can be accepted on the next working day.

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

05. Please contact Dy. CE(Con)/immediately with your execution programme for further instructions to start the work on the authority of this Acceptance Letter.
06. Please acknowledge receipt of this letter of Acceptance and confirm that you are taking action as stated above.

Yours faithfully,
Chief Engineer (Con)/-----,
W. C. Railway/ Jabalpur
For & on behalf of President of India.

No: CE/CON/.....

Dtd.

Copy with copy of enclosures forwarded for information to: -

ANNEXURE - 2

WEST CENTRAL RAILWAY (CONSTRUCTION ORGANISATION)

CONTRACT AGREEMENT OF WORKS

1.	Contract Agreement No.	
2.	Approximate value of contract (in figures & words)	
3.	Total Security Deposit (in figures & words)	
4.	Initial SD deposited by the Contractor (details of the deposit with amount in figures and words)	
5.	Balance SD to be recovered from the contractor (in figures and words)	
6.	Performance guarantee & Penal interest, if any deposited.	
7.	Date of completion of work	
8.	Name of work	
9.	Estimate No, Allocation with Plan Head of expenditure.	

ARTICLES OF AGREEMENT made this _____ day of _____ 20____ between President of India acting through the _____ of West Central 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 above works set forth in the Bills of Quantities hereto annexed upon the Standard General Conditions of Contract, updated with correction slips issued up to date of inviting tender or otherwise specified in the tender documents and the Specifications of Indian Railways Unified Standard Specifications (Works & Materials)/Specifications of CPWD DSR-2019 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 West Central Railway 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 Bills of Quantities set forth and shall execute the same with great promptness, care and accuracy in a workman like manner to the satisfaction of

For Chief Administrative Officer (Const)
West Central Railway, Jabalpur.

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 as mentioned in the tender document 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 Bills 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:

-----END OF THE DOCUMENT-----

West Central Railway
(Construction Organization)

Tender Document

(Revision-1)

(Based on IR-SGCC -2022 updated up to ACS-07)

(Part – II)

Office of

Deputy Chief Signal & Telecom Engineer (Construction)

For Chief Administrative Officer Construction)

West Central Railway, Jabalpur

Chapter – 1

INSPECTION OF MATERIALS:

1.1 The Electrical Signaling/Telecom materials, to be supplied by the contractor as per RDSO's Specification/Drawing appearing in the critical list contained in Railway Board's L.No. 74/RS (G)/379/2-pt. dated 04.03.1991 & 18.06.1991 will have to be procured from RDSO approved firms only and will be supplied duly inspected by RDSO irrespective of value. This list of critical signaling items is given below:

- (i) All types of signaling relays
- (ii) Block Instruments;
- (iii) Axle Counter equipments;
- (iv) Signal machines
- (v) Point Machines
- (vi) Color light signal transformers
- (vii) Electrical signal lamps
- (viii) Voltage stabilizers 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;

1.2 The Electrical Signaling materials, other than those included in the critical list mentioned above, to be supplied by contractor and are as per RDSO's specifications/drawings will have to be procured from RDSO approved firms only and will be supplied duly inspected by (a) RDSO if the value of the item is more than ₹ 5 Lakh and by (b). RITES if the value of the item is less than ₹ 5 Lakh.

1.3 All mechanical signaling/Telecom items are to be procured from valid recommended list of firms for manufacture and supply of mechanical signaling/Telecom items issued by RDSO. Inspection of such mechanical signaling/Telecom items to be carried out by RITES.

1.4 For signaling/Telecom items, where IS specifications are stipulated, the inspection shall be carried out by RITES, when value of the item as per schedule is more than ₹ 5 Lakh and by consignee when value of the items as per schedule is less than ₹ 5 Lakh. As per Railway Board Letter No.200/RS(G)/379/2 dated:06/09/2017

1.5 All other signaling/Telecom items and items of general nature for which RDSO/ IS specification is not stipulated shall be inspected by RITES if value is more than ₹ 5 Lakh, except those items covered under Para (1.6) below, and shall be inspected by consignee if value is less than ₹ 5 Lakh.

1.6 All other signaling items and items of general nature for which RDSO/ IS specification is not stipulated shall be inspected by RITES if value is more than ₹ 5 Lakh, except those items covered under Para (1.7) below, and shall be inspected by consignee if value is less than ₹ 5 Lakh.

1.7 Signaling items, like indication-cum-operating panels, which are layout and station-specific and which are manufactured and supplied only after the schematic Panel Diagram is

For Chief Administrative Officer (Const)
West Central Railway, Jabalpur.

approved by Headquarter Design Office and where functionality, specific to the yard layout, are to be checked by consignee and shall be inspected by consignee irrespective of value.

1.8 In case of deviation from the above inspection clause for scheduled signaling items is considered necessary, approval of competent authority, shall be obtained, giving full justification by the field unit.

1.9 In regard to items to be inspected by consignee, S&T supervisors (JE/SE/SSE) shall inspect the schedule item covering supply having schedule item value up to ₹ 1 Lakh and above ₹ 1 Lakh shall be inspected by officers (Junior scale/ Senior scale) . However any item of supply mentioned in Para 1.1, if not undertaken by RDSO/RITES shall be inspected at officers level irrespective of the cost.

1.10 Following guidelines shall be followed for inspection of Telecommunication items:-

- i. The materials, which are procured from RDSO approved firms with RDSO specification and if the cost of the material is over Rs. 5 lakh, the inspection shall be carried out by RDSO.
- ii. All the materials with TEC/BSNL specification and procured from TEC/BSNL approved firms (approved for bulk supply and not as interface approval) shall also be inspected by RDSO provided the cost of the material is more than Rs 5 lakh.
- iii. All the materials with TEC/BSNL specification and procured from sources not approved by TEC/BSNL (including firms having only interface approval) shall also be inspected by RDSO provided the cost of the material is over Rs. 5 lakhs. However, in such cases RDSO shall carry out prototype approval before taking up regular inspection.
- iv. Sophisticated telecom items as an exception can also be taken up for inspection by RDSO as per Railway's specification. The approved acceptance test format shall have to be supplied by Railways duly approved by the concerned CSTE.
- v. RDSO shall not inspect “ Test and Measuring “ equipments, Electronic exchanges / intercom, auto telephones and spare parts of all telecom equipments. The same may be inspected by Railway's representative as nominated by zonal railways.
- vi Guideline for inspection of SDH equipments will be as under:-
 - a) The acceptance testing of such equipments may be done by RDSO for which tender /contract specific approval has been accorded by TEC /BSNL till the generic approval of TEC/BSNL or prototype approval by RDSO is given.
 - (i) b) If TEC/BSNL continues to issue only tender/contract specific approvals and no generic approvals are given to any firm in future, than RDSO may undertake prototype approval as per TEC specification and en list the firms in the RDSO approved list to avoid problem of supply SDH equipments to Railways.

1.11 Inspecting agency RDSO/RITES/CONSIGNEE for items to be supplied is given in schedule against each item.

(ii) Whenever equipment/material as per IS specification in schedule are inspected by authorized representatives of the Railways/Consignee, the contractor will be required to furnish manufacturer's Guarantee Certificate along with test certificates in addition to his own warranty certificate.

(iii) For equipment/material as per IS specification, if the consignee, after verifying all the documentary evidence, visual inspection, measurement of dimensions/key electrical parameters as applicable and any other checks as per facility available with him, is not fully satisfied and if he considers necessary, he can direct the samples to be tested with approval of Engineer-in-charge as per the specifications given in the schedule in a laboratory. The laboratory will be approved by Engineer-in-charge and shall be a BIS approved laboratory.

(iv) All expenses towards test charges shall normally be borne by Railways. However if the samples are found inferior when compared to stipulated specification/drawing, the test charges

shall be borne by the contractor.

1.12 All other equipment/material, where neither RDSO/IS specifications are stipulated, and which are to be supplied with consignee inspection shall be procured from manufacturers of repute/their authorized dealers approved by the Engineer-in-charge before supply. In such cases, if the tenderer is not able to furnish manufacturer guarantee certificate and test certificate for e.g. for items being procured through open market, the tenderer shall furnish his guarantee & warranty for these items.

1.13 The Railway shall have full power to reject any material that it may consider to be defective or inferior in quality, workmanship or otherwise not in accordance with the Specification and the Railway's decision shall be final, even though they might have been inspected by RDSO/RITES. The contractor shall remove forthwith any such material rejected and replace them promptly at his own cost.

1.14 Inspection Charges of RDSO and RITES will be borne by the Railways.

1.15 The contractor shall furnish guarantee of materials/equipments supplied by him for a period of minimum one year after commissioning or as prescribed else where in the tender for trouble free performance. Any defects noted during this period will have to be rectified by him promptly at his own cost.

1.16 A separate contract wise register must be maintained, where record of consignee inspection carried out like visual check, measurement of dimensions/ key electrical parameters wherever applicable and any other checks as per facilities available, should be entered by the consignee, for consignee inspected items.

1.18 The following electronic signaling systems, as defined below must be installed and commissioned by RDSO approved vendor and a certificate is to be issued by the OEM to the railways in the format given in Annexure-G. These systems should only be commissioned after OEM has certified and given a certificate at an appropriate level that the installation work complies with all the points of the check list as per latest RDSO specification.

- a) EI,
- b) SSDAC/MSDAC,
- c) UFSBI/BPAC,
- d) AFTC,
- e) IPS,
- f) Data Logger,

1.19 RDSO approved Vendors and Vendors for developmental orders will be considered as per Railway Board guidelines.

Chapter – 2

TECHNICAL REQUIREMENT & SPECIFICATION.

1) Technical specification for Emergency communication system for Tunnels and Phones

GENERAL

The Complete Communication system is required with Integrated PA and Emergency Communication system. Common server should be able to handle both PA and Emergency Communication System. The system should be capable of handling any future expansions without disturbing the existing setup. The System should be Integrated with Control Command Centre via OFC Network and with CCTV system using ONVIF. The system should serve as fully connected and all the features should be available across all devices.

Entire servers should be connected over the LAN/WAN network of Railways and should work as redundant to each other.

Make of System: **Zenitel, Heinrich or similar.**

Scope

- A. Furnish and install a complete microprocessor controlled, "duplex" voice communication system as described herein and shown on the plans. The system shall include an IP based central server(s) and include all necessary boards, power supplies, master control stations, substations, receptacles, special mounting boxes, loudspeakers, terminal boards, cable, connectors, and accessories for a complete operational communication system.
- B. Scope of work shall include the on-site EMERGENCY COMMUNICATION SYSTEMS, including all audio/video intercoms, for emergency communication and PA.
- C. All equipment and work specified in this section shall comply with all the General Conditions of the specifications, contract documents, and drawings as indicated.
- D. Systems shall be installed by a qualified OEM Authorized system integrator, who shall coordinate all work with other contractors and trades.
- E. All necessary standard boxes, (and special boxes provided by intercom manufacturer), shall be installed by the contractor.
- F. Installation of the communication systems shall be coordinated with the installation of other IP based related systems such as: CCTV video switching, audio paging, access control, two- way radio, alarm and telephone systems.
- G. Installation shall comply with all applicable codes.
- H. All equipment shall be new, in current production it should not be declared End of Sale/ End Of Life at the time of supply. Manufacturer shall be certified as complying with the standards of ISO-9001 for quality control. The central server(s) shall meet standards and be certified with a CE label as conforming to rigid EMC requirements for electromagnetic emissions, immunity, and harmonics.
- I. Manufacturer shall guarantee availability of parts, for minimum of (5) years from date of

Installation.

- J. If required, the manufacturer shall be able to demonstrate features, functions, operating characteristics, and clarity of sound to the owner.
- K. System shall be installed by a factory authorized communications contractor with technicians specifically trained on this system.
- L. On-site maintenance and repair service shall be available locally and within (48) hours of notification for emergency conditions.
- M. System shall allow remote programming.
- N. Shall include an equipment list, and data sheets, system description and block diagrams on equipment to be furnished.
- O. Shall include all data necessary to evaluate design, function, quality, and configuration of proposed equipment and system(s).
- P. The scope of the system shall include all features and functions described herein and the equipment shown on the plans. System shall be capable of adding optional features, equipment and interfaces listed in the specifications, even if not initially included or shown on the plans.
- Q. The Public Address system and Emergency Communication System shall be of the same make/OEM for easier co-ordination and seamless integration between these 2 systems.

Design Consideration and System Configuration

- A. The Audio Server shall be used for these scopes shall be based on Unified Communication architecture to integrate SIP endpoints like IP PA, IP Emergency Communication, IP SIP Phones etc.
- B. The purpose of the Emergency COMMUNICATION SYSTEM shall be to provide fast “duplex,” voice communication as required to provide instant intercommunications for employees and visitors, emergency paging and signaling, alarm distribution, audio program distribution and active noise cancellation for high noise environments along with PA inbuilt in the system. System shall assist with personnel safety, facility security, security systems integration, operational efficiency and maintenance functions.
- C. The system shall be a microprocessor controlled system running embedded real time Linux version/or equivalent with a long term support version with cyber security/software patches, fully "digital", PC programmable, intelligent communication gateway with HD server. The system shall be capable of automatic “duplex,” hands-free operation, without the use of handsets, at both the initiating and receiving station. The server shall include 2 Ethernet IP ports which can support protocols IP v4, TCP, UDP, SSH, NTP, HTTP 1.1, Syslog, SNMP v2c, SIP, RTP, RTCP, and VoIP for direct transfer of call processing functions to and from other Server/s as well as to external microprocessor-controlled equipment such as access control, CCTV switchers, remote control boards and audio amplifiers over SIP/IP. The system shall support the mix of IP stations. The server shall allow for remote programming, logging and maintenance via IP using programming software as well as additional maintenance and statistical information via IP using web browser. The server shall have the capability (thru software licensing) for unlimited customer specific

For Chief Administrative Officer (Const)
West Central Railway, Jabalpur.

messages that can be used for evacuation or emergency events.

- D. The central Unified Communication servers(s) can be configured in Multiple servers depending on the OEM architecture and shall be configured and connected via IP to Railways LAN/WAN or internet and be able to be connected in such a manner to create a single system. All necessary data and audio routing between these servers shall be via IP and only require the necessary VoIP software licenses based on the system design. No additional hardware boards or proprietary black boxes will be necessary to do the networking via IP between servers.
- E. System shall consist of master stations with direct access buttons with LCD displays, as indicated on the plans. Each master shall be capable of calling 2 or more master stations in the system unless specifically restricted through programming. System shall be capable of having IP active noise cancellation-based stations along with SIP stations to meet the needs of the system
- F. Security control room masters and all other master stations shall be desk, flush or surface wall mounted as required.
- G. Substations shall be flush or surface mounted, tamper and weather resistant where needed and located as required for direct access calling to masters.
- H. All features and functions shall be programmed on site with a standard PC via IP.

Communication SERVER Specifications

- A. The server shall be based on Unified Communication architecture and shall cater to all SIP/IP end points mentioned in this tender document.
- B. Expansion to ultimate server capacity shall require only the addition of IP stations with the necessary software licenses. No proprietary black boxes shall be necessary to do the networking via IP between servers to create a single system.
- C. The server shall support SIP protocol to allow for interfacing to VoIP telephones and or systems and equipment. The system shall provide special features such as the ability for redundancy via IP, wideband audio (7 KHz), built-in firewall, and integrated web & SIP server as well as low latency switching. The server shall allow for remote programming, logging and maintenance via IP using programming software as well as additional maintenance and statistical information.
- D. All stations shall have access to all speech channels. Malfunction of one speech channel shall not affect operation of the system. Every speech channel shall include “software- based compression” circuits to automatically control and limit sound volume during conversation.
- E. The server shall include a custom-made software program, stored in FLASH memory, specifically designed for the system. Programming software shall operate on a PC with Window 7, 8 and 10 and include a menu for standard features and directory numbers, which may be entered by one operation. The software shall provide unlimited flexible numbering and programmable features. Microprocessor shall include Ethernet IP port to allow direct transfer of configuration. The Server shall have Minimum 1 TB internal storage
- F. It shall be possible to reprogram the server at the server location or remotely through IP, and the programming shall take effect immediately. All programmable information is protected against a power failure, reset, and maintained in FLASH memory. FLASH memory

For Chief Administrative Officer (Const)
West Central Railway, Jabalpur.

shall be located on the processor board. It shall be possible to export programmed IP terminals information via programming software and all related information. It should be possible to open the same using Microsoft Excel.

- G. Server shall comply with Global regulatory and environmental compliances including FCC, UL/CSA, CE Marking, Industry Canada, RoHS, REACH and Section 508 Compliant.
- H. The central server (s), power supplies shall be located in an appropriate secure data processing room, The Servers should be made to withstand a NON-AC Environment.
- I. The server shall be common for Both Public address systems (IP Speakers) and emergency communication systems (Intercom stations) for easy accessibility and maintenance.
- J. Server shall be capable of giving input output data feeds for external recording.
- K. Third Party Unified Communication Server can be provided however, the same should be certified by the OEM of End Terminal equipment like PA, IP Network Horn Speaker, IP Video Intercom- 2 Buttons, IP Video Intercom- Phone Book etc. for the seamless integration.
- L. The server shall support SIP protocol to allow for interfacing to VoIP telephones and or systems and equipment. The system shall provide special features such as the capability of redundancy via IP, wideband audio (7 KHz), built-in firewall, integrated web & SIP server as well as low latency switching.
- M. Server shall be available to broadcast, text broadcast, Reservation broadcast, CollectInformation broadcast.
- N. Server shall have features of real time preview, preview capture, intercom linkage, Layer management, state rendering, monitor preview, call linkage.

Specifications:	
Communication protocol	ARP, IP, ICMP, TCP, UDP, SIP, IGMP, RTP, H264, RFC3261, RFC3262, RFC3263, RFC3264, RFC1889, RFC1890
Speech coding	G.722 (wideband), G.711a, G.711u, AMR
Intercom function	Two-way intercom, video call, one-click help, intercom recording
Scheduling function	Line-finding group, call queuing, dismissal, insert, environmental monitoring, call monitoring, multi-party conference
Broadcast function	Partition broadcast, Shout broadcast, timed broadcast, music broadcast, text broadcast
telephone function	Incoming call, Call out, Secondary dialling, Equivalent dialling, Relay hunt
Alarm function	Trigger alarm, alarm plan
Digital map	Alarm positioning, Equipment Map Calibration

Hardware	
Processor	High performance processor
RAM	4GB
Storage	1 TB
Interface	2 standard RJ45 (10/100/1000Base-T), 1. RS232 Interface, 2. USB2.0 Interface
Power Supply	100~220V AC; ≤ 65W;
Working temperature, Humidity	-10~60°C; ≤ 90% (Non-condensing)

Supply, Installation and Configuration of Network Monitoring system

Network Monitoring System shall be capable of monitoring VHF (Simplex) Radio system remotely (from technical building/Control centre/stations over WAN/Wireless) including vital parameters of the system, communication links, Power supply equipment etc. for uninterrupted service. Minimum One month data/Log shall be available for verification. Email and SMS alert facility.

- Built on an open access platform

Non-proprietary solutions - future proof
 All owing integrating their own applications
 Build own reports and tools
 A large online user community
 Ability to integrate other vendor's equipment in the same NMS
 Scripting facilities included
 Ability to automate common tasks
 Script and / or batch jobs execution (i.e., frequency re-planning)
 Customizable user interface

- It should have open API for northbound access as well as SNMP

Develop own functions on the same platform
 A strict and available API with predictable functionality
 Integration with other systems - inventory management tools integration

- It should support user management synchronization with LDAP and Active Directory

Easier management of users through standard tools already existing in the Network
 Mapping function with ability to zoom in and out
 Network topology maps for logical representation of nodes in complex systems.

- The item includes supply of

- One scanner model no Canon Image Formula- DR-C240 or similar.
- One Colour Printer cum scanner model Canon-480 or similar.
- Two nos. of portable device whose make and model will be decided by Engineer in Charge.

Supply of 1/2" RF Feeder Cable

SN	Description	Specification required
Construction		

For Chief Administrative Officer (Const)
 West Central Railway, Jabalpur.

1	Inner Conductor	Copper Clad Aluminium $4.8 \pm 0.05\text{mm}$
2	Insulation/ Dielectric	Foamed PE $12.20 \pm 0.30\text{mm}$
3	Outer Conductor	Corrugated Copper $13.80 \pm 0.20\text{mm}$
4	Jacket	PE or Fire retardant PE $15.80 \pm 0.20\text{mm}$
Mechanical		
1	Maximum Bending Radius	125mm
2	Minimum Crush Resistance	1.6 kg/mm
3	Maximum Pulling Force	113kg
4	Operating temperature	-30°C to $+80^{\circ}\text{C}$
Electrical		
1	Impedance	50Ω
2	Propagation Velocity	88%
3	DC Breakdown Voltage	4kV
4	Insulation Resistance	$> 5000\text{M}\Omega.\text{km}$
5	Peak Power rating	40KW
6	DC Resistance	Inner Conductor: $\leq 1.6 \Omega/\text{km}$ Outer Conductor: $\leq 3.0 \Omega/\text{km}$
7	Cut-off frequency	8.8GHz
RF		
Frequency (MHz)	Attenuation dB/100m(@ 20°C)	Average Power Rating (kW) (@20°C)
150	2.67	2.74
400	4.37	1.75
450	4.75	1.56
700	6	1.2
900	6.87	1.05

Supply of N-Type Connectors for 1/2" Radiating cable

SN	Description	Specification required
1	It Should have excellent VSWR (as detailed at Sr. '8') performance, very Low inter-modulation, Environment resistant for Long Life.	
2	Transmission Line Type	Coaxial Cable
3	Cable Size	1/2"
4	Frequency Range	DC (3GHz)
5	Mating Interface	N-Type
6	Gender	Male or Female as required by Design
7	Impedance	50Ω
8	VSWR(0-2.5GHz)	≤ 1.15
9	Material/Planting Outer Conductor	Brass/Ni or Brass/Three material Alloy(Cu-Zn-Sn)
10	Material/Planting Coupling Nut(Adapter)	Brass/Ni
11	Material/ Planting Centre (Inner) Conductor	Brass/Ag or Beryllium Copper/Ag
12	Material Insulator	PTEE
13	Material Gasket (Seal Circle)	Silicon Rubber

14	Insulation Resistance	$\geq 5000\text{M}\Omega$
15	Contact Resistance	Outer Contact: $\leq 1.0\text{m}\Omega$ Inner Contact: $\leq 1.0\text{m}\Omega$
16	Operating Temperature	-40°C to $+85^{\circ}\text{C}$

Supply of N-Type Connectors for 7/8" Radiating cable

SN	Description	Specification required
1	Should have excellent VSWR (as detailed at Sr. '8') performance, very Low inter- modulation, Environment resistant for Long Life.	
2	Transmission Line Type	Coaxial Cable
3	Cable Size	7/8"
4	Frequency Range	DC (3GHz)
5	Mating Interface	N-Type
6	Gender	Male or Female as required by Design
7	Impedance	50Ω
8	VSWR(0-3GHz)	≤ 1.15
9	Material/Planting Outer Conductor	Brass/Ni or Brass/Three material Alloy (Cu-Zn-Sn)
10	Material/Planting Coupling Nut (Adapter)	Brass/Ni
11	Material/ Planting Centre (Inner) Conductor	Brass/Ag or Beryllium Copper/Ag
12	Material Insulator	PTEE
13	Material Gasket (Seal Circle)	Silicon Rubber
14	Insulation Resistance	$\geq 5000\text{M}\Omega$
15	Contact Resistance	Outer Contact: $\leq 1.0\text{m}\Omega$ Inner Contact: $\leq 1.0\text{m}\Omega$
16	Operating Temperature	-40°C to $+85^{\circ}\text{C}$

Supply of Stainless Steel Clamps for 7/8" Radiating Cable anchored using SS Bolts and SS Anchor fasteners

SN	Description	Specification required
Composition		
1	Self-locking Clamp- 1pcs	Stainless Steel 304 grade
2	Expansion Screws- 1pcs	Stainless Steel self-Anchoring
3	Round Base- 1pcs	PP
Characteristics		
1	Type	7/8" Leaky Feeder Cable Clamp/Hanger
2	Material	SS, PP, SS
3	Axial Load Capability	8 times the 7/8" LCX cable weight
4	Corrosion Resistance	≥ 500 hrs of salt spray chamber
5	UV Resistance	≥ 100 hrs of accelerated UV life chamber
6	Operating Temperature	-30 to $+75^{\circ}\text{C}$

Note: latest 3rd party certificates from Approved/certified labs need to be submitted for acceptance of material.

Supply of Nylon Clamps for 7/8" Radiating Cable

SN	Description	Specification required
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Composition		
1	Self-locking Clamp- 1pcs	Nylon 7/8'' fire retardant
2	Expansion Screws- 1pcs	Stainless Steel self-Anchoring
3	Round Base- 1pcs	PP
Characteristics		
1	Type	7/8'' Leaky Feeder Cable Clamp/Hanger
2	Material	SS, PP, Nylon fire retardant
3	Axial Load Capability	8 times the 7/8'' LCX cable weight
4	Corrosion Resistance	≥ 500 hrs of salt spray chamber
5	UV Resistance	≥ 100 hrs of accelerated UV life chamber
6	Operating Temperature	-30°C to +75°C

Note: latest 3rd party certificates from Approved/certified labs need to be submitted for acceptance of material.

Supply of Jumper Cables 1 mtr in 1/2"SF Cable with N-N /DM NM terminations

SN	Description	Specification required
Construction		
1	Type	RF Cable Assembly
2	RF Cable Type	Low insertion loss flexible cable
3	Frequency Range	DC-2200MHz
4	Cable Diameter	1/2"
5	Cable Impedance	50Ω
6	Cable length	1mtr
7	End Connectors Type	N, DIN etc. as per design requirement
8	End Connectors Gender	Male or Female as per design requirement
9	Operating Temperature	-30°C to +75°C

Two (2) way splitter

SN	Description	Specification required
1	Should be High power, low pass band ripple, low insertion loss, suitable to be used in wide band coverage systems.	
2	Frequency Range	100-1000 MHz
3	Insertion Loss	3.6dB Typical
4	Power Rating	100W (as Splitter) and 10W (as Combiner)
5	Isolation	12dB (< 108MHz) 20dB (130-1000MHz)
6	Impedance	50Ω
7	VSWR	≤ 1.4:1
8	Connector	N-F
9	Operating Temperature	-40°C to +85°C

30dB coupler

SN	Description	Specification required
1	Frequency Range	130-1000 MHz
2	Coupling Loss	30dB
3	Coupling Loss Tolerance	± 3dB
4	Max Insertion loss	0.5dB
5	Directivity	≥ 20dB

6	VSWR	$\leq 1.3:1$
7	Connector	N-F
8	Impedance	50Ω
9	Operating Temperature	-30°C to +60°C
10	Input Power	$\geq 10W$
11	IP Rating	IP65

Supply of Log Periodic Antenna in VHF Frequency Band

SN	Description	Specification required
1	Yagi Antenna should be specially designed for directional long distance communication. Should be heavy duty passivized aluminium /stainless steel or any on-corrosive material, high reliability design for long life.	
2	Frequency Range	146-163 MHz
3	Operation Bandwidth	Minimum 10 MHz
4	Connector	N Type
5	Impedance	50Ω
6	Polarization	Vertical
7	Power Rating	Minimum 10W

10W Termination Load

SN	Description	Specification required
1	It provides termination to the RF transmission line with minimum reflection. This is performed by RF power absorption.	
2	VSWR 0-3 GHz	≤ 1.2
3	Power Rating	$\geq 10W$
4	Connector	N type
5	Impedance	50Ω
6	Operating Temperature Range	-30°C to +85°C

SITC of Desktop Call Station, full IP based handset and microphone

Master Station should be a powerful desktop video phone featuring 5" or 7" colour touch screen, real-time HD video telephony, built-in Wi-Fi, Bluetooth. Should be POE powered. It should be able to display HD video and clear sound. The master station shall be compatible with Intelligent Unified platform The master station shall Support high-definition audio and video calls based on SIP protocol, with excellent hardware echo suppression and noise reduction effects; support standard SIP2.0 protocol, compatible with mainstream switch, IMS and IPPBX systems on the market, as well as various SIP protocol mainstream audio and video terminals . The call station shall have the feature of call recording. It shall be built as per latest cyber security norms.

Specifications:

Dimension (WxLxH)	345 mm (W) x 275 mm (L) x 128 mm (H) (+/- 10% Tolerance is acceptable)
Weight	Should be under 2 Kg
Graphic Display	7" (1024x600) capacitive (5 points) touch screen TFT LCD
Camera	Tilt able megapixel CMOS camera with privacy shutter, 720P@30fps
Auxiliary Ports	RJ9 headset jack (allowing EHS with Plantronics headsets),

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	USB port, SD, HDMI-out (1.4 up to 720p30fps). USB Type C x1, Rj11x1 or 3.5mm stereo headset socket.
Feature keys	2 function touch keys VOLUME +/-, 3 dedicated Android touch keys HOME, MENU, and BACK
Video Codec	H.263, H.264 BP/MP/HP
Video resolution	Up to 720p
Video frame rate	Up to 30 fps
Operating temperature range	0°C to +40°C
Storage temperature range	-10°C to +60°C
Relative humidity	10% - 90% non-condensing
Power options	Power over Ethernet (PoE & PoE+) or power adapter.
Power over Ethernet	802.3af Class 3, 802.3at Class 4
Power adapter	Input: 100-240VAC 50-60Hz; Output 12VDC 1.5A
Network Interface	1 x RJ45 (Ethernet) 10/100/1000 Mbps with integrated PoE
Bluetooth	Integrated, Bluetooth 4.0 + EDR
Wi-Fi	Integrated, dual-band 2.4 & 5GHz with 802.11 a/b/g/n
Security	User and administrator level passwords, MD5 and MD5-sess based authentication, 256-bit AES encrypted configuration file, TLS, SRTP, HTTPS, 802.1x media access control
Protocols/Standards	SIP RFC3261, TCP/IP/UDP, RTP/RTCP, HTTP/HTTPS, ARP, ICMP, DNS (A record, SRV, NAPTR), DHCP, PPPoE, SSH, TFTP, NTP, STUN, SIMPLE, LLDP MED, LDAP, TR-069, 802.1x, TLS, SRTP, IPv6, OpenVPN®.
Audio technology	G.711µ/a, G.722 (wide-band), G.726-32, iLBC, Opus, G.729A/B in-band and out of-band DTMF (In audio, RFC2833, SIP INFO), VAD, CNG, AEC, PLC, AEC, AGC, ANS
Language support	English.
Compliance	FCC: Part 15 (CFR 47) Class B; UL 60950 (power adapter); Part68 (HAC) CE : EN55022 Class B, EN55024, EN61000-3-2, EN61000-3-3, EN60950-1, EN62479, RoHS RCM: AS/ACIF S004; AS/NZS CISPR22/24; AS/NZS 60950; AS/NZS 4268 IC: ICES 003, RSS 247, CS 03, RSS 102

SITC of Emergency Audio call station

ECS should be Designed as per latest technology to create unparalleled crystal clear audio/Video. It shall produce Amazing sound pressure levels when needed with automatic volume adjustment, Background noise cancellation, Dirt, dust and water resistant - rating IP66, Built to last with robust die-cast aluminium frame - rating IK10. Supports a wide set of IP and networking standards. Black thermoplastic front plate with Two buttons/Some Station with Phonebook with more than 250 phonebook entries. The station shall be compatible with Intelligent Unified platform The station shall be CE, FCC, IP67, IK10, RoHS, ISO9001 compliant. It shall be built as per latest cyber-security norms.

Specifications:

SPL peak power at 1m in open duplex	90 dB
SPL peak power at 1m in half duplex	100 dB
SPL peak power at 1m in program distribution and announcement	100 dB
Noise cancelling - suppression of musical noise	Yes
Codecs	G.7211-16000/G.7211-32000, G.729/G.723

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Frequency range, G.722 Codec	200 Hz – 12000 HZ
Audio technology	Modes: Full open duplex, switched open duplex
Adaptive jitter buffer	
Audio Mixing – Conversation and Group Call	
Automatic gain control (microphone)	
Internal speaker amplifier	10 W class D
Internal speaker	10 W
Microphone technology	Digital MEMS/ omnidirectional microphone
Automatic Volume Control (AVC)	Yes
Acoustic Echo Cancellation (AEC)	Yes
General inputs and outputs	6 (configurable)
Outputs	12mA as LED drivers
Change-over relay (NO+NC+COM)	Max: 250VAC/220VDC, 2A, 60W
Power options	PoE and or external power supply
PoE (power over Ethernet)	IEEE 802.3af standard, Class 0 (0.44W to 12.95 W)
External power supply	24 VDC (16 – 48 V)
Power consumption	Idle 1.8W, max 12W (depending on volume)
Audio line out / induction loop signal	600 Ohm
Button backlight	LED
Call indication	Icons/colors for hearing impaired
Dimensions (HxWxD)	180 x 120 x 73 mm / 7.1” x 4.7” x 2.9”
Weight	<7Kg
Protocols	IPv4 (with DiffServ), SIP, TCP, UDP, HTTPS, TFTP, RTP, SRTP, DHCP, SNMP, NTP
LAN protocols	Power over Ethernet (IEEE 802.3 a-f) Network Access Control (IEEE 802.1x)
LAN Port	10/100Base- T RJ-45 for LAN, Auto MDIX
Management and operation	HTTP/HTTPS (Web configuration) DHCP and static IP. Remote automatic software upgrade. Centralized monitoring.
Advanced supervision functions	E.g. network test, tone test, status reports
SIP support	RFC 3261 (SIP base standard) RFC 3515 (SIP refer) RFC 2976 (SIP info), SIP using TLS, RFC 5630 SIPS URI scheme
DTMF support	RFC 2833, 2976 (SIP info)
IP rating	IP67, tested according to EN 60529 (applies when mounted in TA-1 back box)
IK rating	IK10, tested according to EN 62262
Operating temperature range	-40° to 70° C
Storage temperature range	-40° to 70° C
Relative humidity	< 95% not condensing
VIDEO	
Image Sensor	1/2.5" RGB CMOS
Lens	1/4, Iris: F2.5, Focus: 2.5m m, FOV: 80 Degree
Light Sensitivity	Down to 1 lux
Image Area	3888 µmx2208µm
Resolution	240 / 480p / 960x720p / 1280x720p
Frame Rate	Up to 30 FPS

Supported Codecs	MJPEG, H.264
Digital PTZ	Yes
Digital Zoom	Up to 2x
Field of View	horizontal=145 degrees, vertical=109 degrees
Snapshot Function	No
IR LED	No
Parallel video streams	6 (1x SIP H.264, 2x HTTP MJPEG, 3x RTSP sessions)
PROCESSOR / CHIPSET	
CPU cores	Quad-Core ARM Cortex A17 CPU@1.8GHz
CPU Clock Speed	11.8GHz
RAM	LPDDR3 1G
Flash	1 GB
Video encoder	MJPEG, H.264
Dual Image	Yes

Supply of IP Horn Type PA Speaker

The IP horn loudspeaker shall be individually addressable and ideal for applications that only require a limited number of speakers. It should be PoE capable and provides 10 watts of output power. It should be possible to do software upgrades remotely, configuration can be done via built in web server. The Horn design should give better directivity over that of a cabinet speaker, and ideal for more target audio messages, or installation in challenging acoustic environments where increased directivity is key to intelligible audio. The station shall be ONVIF compatible. It shall be built as per latest cyber-security norms. The IP speaker shall be IP-66 rated.

Internal speaker amplifier	10 W class D
Max. sound pressure level at 1 meter	116 dB
Dispersion (-6dB) 1kHz / 4kHz	140° / 40°
Directivity factor, Q	1, 8
Codecs	G.711, G.722
Frequency range, G.722 Codec	200 Hz – 7000 Hz
Mounting	Bracket Should be included
Weight	1.8 kg / 4 lbs
Material / Colour	ASA (plastic) / RAL 7035 (light grey)
Electronics cover material	ASA (plastic)
Gasket material	Silicon rubber
IP Rating	IP66, tested according to EN 60529
Operating temperature range	-40° to 70° C / -40° to 158 ° F
Storage temperature range	-40° to 70° C / -40° to 158 ° F
Relative humidity	< 95% not condensing
EMC	CE and FCC Part 15
Ethernet connector	1 x RJ 45
All other connectors	Tool less, spring loaded, vibration proof terminals
General inputs and outputs	6 (configurable)
Outputs	12mA as LED drivers
Change-over relay (NO+NC+COM)	Max: 250VAC/220VDC, 2A, 60W
Power options	PoE
PoE (power over Ethernet)	IEEE 802.3af standard, Class 0 (0.44W to 12.95 W)
Power consumption	Idle 1.8W, max 12W (depending on volume)

Audio line out / induction loop signal	600 Ohm
Protocols	IPv4 (with DiffServ), SIP, TCP, UDP, Unicast, Multicast, HTTPS, TFTP, RTP, DHCP, SNMPv2c, ONVIF, NTP
LAN protocols	Power over Ethernet (IEEE 802.3 a-f) Network Access Control (IEEE 802.1x)
Management and operation	HTTP/HTTPS (Web configuration) DHCP and static IP, Remote automatic software upgrade. Centralized monitoring
Advanced supervision functions	E.g. network test, tone test, status reports
SIP support	RFC 3261 (SIP base standard), RFC 3515 (SIP refer), RFC 2976 (SIP info)
DTMF support	RFC 2833, 2976 (SIP info)

SITC of Thermal & Optical Bi-spectrum Network Bullet Camera

Thermal & Optical Bi-spectrum Network Bullet Camera

SN	Parameters	Specifications
1	Thermal module	Image Sensor: Vanadium Oxide Uncooled Focal Plane Arrays Resolution: 384 × 288 NETD ≤ 35 mk (@25°C, F = 1.0) field of view - 10.7° × 8.0° (H × V) Focal Length: 35 mm Aperture: F 1.0
2	Optical module	Image Sensor: 1/2.7" Progressive Scan CMOS Resolution: 2688 × 1520 Colour: 0.0089 Lux @ (F1.6, AGC ON), B/W: 0.0018 Lux @ (F1.6, AGC ON) Shutter Speed: 1s to 1/100,000 s Focal Length: 14.8 mm Field of View: 20.59° × 11.73° (H × V) Aperture: F2.0 WDR: 120 dB
3	Streams, resolution and FPS	Mainstream: Optical channel - 25 fps 2688 × 1520 Thermal channel - 25 fps 1280x720 Sub-stream: Optical channel - 25 fps 704 × 576 Thermal channel - 25 fps 704 × 576
4	Video Compression	H.265/H.264/MJPEG
5	Audio Compression	G.711u/G.711a/G.722.1/MP2L2/G.726/PCM
6	Image Effect	Picture in Picture- Display partial image of thermal channel on the full screen of optical channel Bi-spectrum Image Fusion - Display the details of optical channel on thermal channel
7	Smart Function	Line crossing, intrusion, region entrance, and region exiting. Dynamic fire detection, up to 10 fire points detectable
8	Temperature Measurement	3 temperature measurement rule types, 21 rules in total (10 points, 10 areas, and 1 line)
9	Temperature Range & Accuracy	Range: -20 °C to 150 °C. Accuracy: ± 8 °C (± 14.4 °F)

10	Storage	Support SD card storage Slot Micro SD/Micro SDHC/Micro SDXC card up to 256 GB. In the event of failure of connectivity to the network storage the camera shall record video locally on the SD card automatically. After the connectivity is restored these recordings shall be automatically merged with the network storage recording such that no manual intervention is required to transfer the SD card based recordings to network storage.
11	Network	IPv4/IPv6, HTTP, HTTPS, UPnP, SNMP, DNS, 802.1x, Qos, FTP, SMTP, DDNS, NTP, TCP, UDP, IGMP, ICMP, , RTSP, RTCP, RTP, DHCP, PPPoE
12	Simultaneous Live View	20
13	Safety strategy	User ID and password authentication, HTTPS encryption, IEEE 802.1x control, IP address filtering
14	Alarm Interface	2-ch inputs, 2-ch relay outputs
15	Audio Interface	1 Mic in/Line in and Liner level audio output.
16	Communication Interface	1, RJ45 10 M/100 M self-adaptive Ethernet interface 1, RS - 485 interface
17	Power	24 VAC \pm 25%, 12 VDC \pm 25%, PoE (802.3af/at)
18	Operation temperature and humidity	-40 °C to 60 °C with Humidity: 95% or less
19	Protection Level	IP66 Standard TVS 6000V lightning protection, surge protection, voltage transient protection
20	Certificates	CE / FCC / BIS

SITC of IP 66 Cabinet

The IP 66 Cabinet will be used for the installation of the Emergency Audio call station, it should be corrosion free.

Ingress protection rating	IP-66, tested according to EN 60529
Impact protection rating Material	IK 10, tested according to EN 62262
Material	Stainless steel material and should be painted
Dimension	400 x 270 x 150 (mm) (+/- 10% Tolerance is acceptable)

Video Wall 2X2 Matrix of 55 inch TV

Specifications Reputed Make Sony/Samsung/LG or equivalent at each Divisional & Zonal Security control Room of Divisions. Along with cables of required length for connecting PC Workstations. This Includes Supply and Fixing OEM mounting arrangements as per the site conditions shall be carried out by the contractor in consultation with the railway supervisor in-charge

Supply, fixing, Calibration, installation and commissioning of Video wall at security control, It shall of latest model, Smart , narrow/less Bezel Video wall for live streaming of cameras from Stations on each/ full or selectable matrix and play back recording of Cameras feed from server with the following specifications:

Video wall displays should have thin bezels (<0.44mm)/ Bezel less. It should provide a wide viewing angle. The screen should have 500 NIT brightness or more , non glare panels and 24/7 reliability. Display should be

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factory calibrated and meet the industry standards, EMC class B compliant and ISTA-6 certified. Daisy-chain connectivity should be present. This includes Supply, fixing installation, testing Commissioning of 2X2 Video Wall of 55 inch (4 no.s of 55" TVs)along with all the softwares, accessories like cables, Brackets/Stand etc if any additional hardware is required for installation & commissioning it has to be supplied along with Video Wall. The cost includes supply of rackets/Stand and fixing of TV on wall or Floor mounting as per site requirement.

Panel	Diagonal Size	55 inch
	Resolution	Full HD or Higher
	Pixel Pitch (mm)	0.63mm(H) * 0.63mm(V) or better
	Active Display Area	1209.6 * 680.4mm or higher
	Brightness(Typ.)	Min 500 nit or higher
	Contrast Ratio (Typ.)	1100:1 or more
	Viewing Angle(H/V)	178 Degree or higher viewing angle with image gap reduction.
	Response Time (G to G)	less than 8ms
	Display Colors	8 bit - 16.7M or higher
	Color Gamut	72% or better
	Haze	28% Non Glare panel or higher
	Backlight Lifetime	10000 hours or higher
	Calibration	Automatic colors & brightness or smart Calibration
	Operation	24x7
Display	Dynamic C/R	30,000:1 or higher
Connectivity	INPUT	
	RGB	DVI-D, DisplayPort 1.2 or higher -2 Nos
	VIDEO	HDMI 2.0 (2 numbers) or more
	HDCP	HDCP 2.2
	AUDIO	Stereo mini Jack
	USB	2 Nos or more or any other ports
	OUTPUT	
	RGB	DP1.2(Loop-out)
	VIDEO	N/A
	AUDIO	Stereo mini Jack or any other ports.
	Power Out	N/A
	Ethernet	RJ45-(2)
Mechanical Specification	VESA Mount included	as per OEM specified Standard mount. OEM Mounting Structure with automatic alignment for ensured precision.
	Bezel Width (Top/Side/Bot) (mm)	0.44mm (Even) or Bezel less
Softwares /Licences	Included	All the Required Operating & Application Softwares/Perpetual license included along with supply for efficient working of the system.
Redundant Hot-swappable Power Supply (External)	Optional	Yes(optional)
Panel Automatic Maintenance	Optional	LCD Panels shall be equipped with built in/eternal sensors, permitting the brightness level of each LED Back light to be controlled

		and adjusted automatically.
Certification	Special	ACM Support (Advanced Color Management), Auto Source Switching & Recovery, Haze 28% or better, Temperature Sensor, RJ45 MDC, Plug and Play (DDC2B), Video Wall(15x15(OSD)), Video Wall Daisy Chain(10x10), Pivot Display, Image Rotation, Button Lock, DP 1.2 Digital Daisy Chain(Supporting UHD Resolution, HDCP support), Smart F/W update, Clock Battery, IP5X tested, EMC, CE, CB, UL, BIS, EMC Class A/B or equivalent
	IP rating	IP5X
Hardware	Matrix Controller (optional) and accessories.	If functionality is in-built, then a separate Matrix controller is not required. If required this is included in the supply and installation along with all accessories for 2x2 matrix
Accessories	Included	Quick Setup Guide, Warranty Card, DP cable, stereo to DB9, LAN ,HDMI,USB Cable etc, Power Cord, Remote Controller, batteries, Brackets/Stand/ Screws, Manuals. External IR and all the accessories required for installation etc.
It should work with WorkStation PC through HDMI or LAN Port or any interface. Supply, Installation, Testing and commissioning Hardware/Software/Cables/accessories required should be supplied as part of this item.		

Remote service terminal fully compatible with tunnel Communication application

Remote service terminal fully compatible with tunnel should be of HP/IBM/Dell make working on commercial supply of 230 volt AC, 50 Hz as per minimum configuration (any better hardware or configuration shall be acceptable) detailed below:

Processor	:	Intel® Core™ Ultra 7 155U (up to 4.8 GHz with Intel® Turbo Boost Technology, 12 MB L3 cache, 12 cores, 14 threads) of better
Form factor	:	All-in-One PC
Memory and storage	:	32 GB memory; 1 TB SSD storage
Connectors and cable	:	1 USB Type-C® 5Gbps signaling rate; 2 USB Type-A 5Gbps signaling rate; 2 USB 2.0 Type-A; 1 HDMI 1.4; 1 headphone/microphone combo; 1 RJ-45; 1 power connector are required.
Net work	:	Gigabit Ethernet
Wireless	:	Realtek Wi-Fi 6 RTL8852BE (2x2) and Bluetooth 5.3 wireless card
Display	:	60.5 cm (23.8) diagonal, FHD (1920 x 1080), IPS, anti-glare, WLED-backlit, 250 nits, 72%

		NTSC or better
Graphics	:	Intel® UHD Graphic or better
Keyboard and mouse	:	Wireless Keyboard and Mouse Combo
OS & Software	:	Windows 11 Pro (Licensed version) or better & Norton/Quick heal total security (Licensed version)
System make	:	HP, IBM, Dell or similar
Printer	:	Brother MFC-T4500DW Color Printer or better

2.0) Where the work is to be carried out on Non Electrified Route, need to be carried out as per RE standards. The normal power supply available will be MPSEB supply. In case MPSEB power supply is not available, contractor shall arrange to make his own arrangement of power supply for executing the work.

2.1) The work is to be carried out in accordance with Interlocking Plans for the station issued by the Railways. These IP's are tentative and some minor variations/alterations may take place during execution of work. The tenderer should be ready to carry out corrections/ alterations / additions in design of circuits and other works arising out of these changes without any additional cost.

2.2) The work is to be carried out in accordance with RDSO specification for EI (RDSO/SPN/192/2005) with latest amendments.

2.3) Circuit designed by the contractor will have to be altered or modified as suggested by Dy. Chief Signal and Telecom Engineer (Construction), West Central Railway Jabalpur or his authorized representative to meet the safety requirement/ specifications and West Central Railways practices in vogue during the course of execution of work before and after commissioning of work. Such alterations modifications etc. will have to be carried out by the tenderer free of cost.

2.4) All the drawing shall be drawn on auto CAD and the original CD for all the drawings along with tracings, required number of prints, plastic folders as specified in tender schedule are to be submitted by the tenderers.

All the tracings shall be drawn on good quality "Gateway" brand 95 GSM tracing paper. No change shall be made in any of the approved drawings without permission of Dy. Chief Signal and Telecom Engineer (C) Jabalpur WCR or his authorized representative.

2.5) All the drawings shall include the name of the work as given by the Railway's blocks, for signature of Railway officials and contractors.

2.6) DOCUMENTATION

(A) One complete set of EI documents as per approved IP of each stations to be submitted as under:

- (i) Manual for installation, Testing, Commissioning and maintenance of the system for Technicians / Jr. Engineers (Installation & Maintenance level).
- (ii) Technical & system module for diagnostic & trouble shooting for repair center (Engineers level).
- (iii) Functioning and system overview (Higher management level).
- (iv) Detailed power supply arrangement including battery backup of the station.
- (v) Cable plan for the station.
- (vi) System design and proposed configuration including earthing plan of the station.

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(B) TECHNICAL SPECIFICATION

The work is to be carried out in RE area accordance with Interlocking Plans for the stations, issued by the Railways. These IPs are tentative and some minor variation / alteration may take place. The Tenderer should be ready to carry out correction / alterations / additions (up to 30%) in design of circuits and other works arising out of these changes without any additional cost. For alterations beyond 30% additional payment for the design portion shall be made.

- (i) The work is to be carried out in accordance with RDSO specification for EI (RDSO/SPN/192/2005) with latest amendments.
- (ii) Circuit designed by the Tenderer will have to be altered or modified as suggested by Chief Signal and Telecom Engineer, West Central Railway or his authorized representative to meet the safety requirements / specifications and West Central Railway practices in vogue. Such alteration, modifications etc. will have to be carried out by the Tenderer free of cost.
- (iii) All the drawing shall be drawn on Auto CAD and the original CD for all the drawings along with tracings, four prints in good quality using inkjet printer and plastic folders should be submitted by the Tenderer.
- (iv) All the tracings shall be drawn on good quality "Gateway" brand 90-100 GSM or equivalent tracing paper. The tracing should be printed using inkjet printers, so that the ink does not get faded in due course of time and it shall not be possible to delete a entry using a pencil rubber. No change shall be made in any of the approved drawings without permission of Dy. Chief Signal & Telecom Engineer (CON), Kota, West Central Railway or his Authorized representative.
- (v) All the drawing shall include the name of the station, as given by the Railways & blocks for signature of Railways officials and contractor
- (vi) All the drawing shall be signed by the contractor or his authorized Representative with name, designation & mobile no.

Note : The mistakes in circuit design will attract a token penalty over and above the penalty/LD as provided in GCC. The penalty shall be recovered at the rate as Rs. 200/- per sheet, if the number of mistakes is above 2%. Decision of Railway about mistakes shall be final.

(C) Four sets of documents containing system details, site installation details / drawings, maintenance manual, operation procedure etc. in Bound book for each station as per practice of railways where the work is to be executed. This shall also include.

1. Wiring Diagrams.
2. Application Program Listing.
3. Relay/Cable Termination particulars.
4. Input/output assignment details.
5. Relay layout and contact analysis chart.
6. Equipment disposition layout.
7. Wiring diagrams of logic circuits drawn in British or Siemens pattern as per WCR practice.
8. Cable route plan, cable corage plan, location particulars, cable termination rack particulars, cable meggering report, earth resistance particulars, traction bonding diagram, etc. as per part-II shchedule outdoor execution item of tender schedule.
9. Any other drawing as required by the Railway as per its practice.

(D) The original tracings are to be prepared by the contractor on reproduction film (90 GSM or better) and required prints are to be taken. Diagrams including tracings will be handed over to Railways. One set of drawings in soft copy on Auto Cad format should be given in a CD.

(E) Signaling Plan will be issued by Railways. Selection table, Locking table (if required), wiring diagram, Route section plan/ Element plan (if required), Equivalent logic circuits (in British or Siemens pattern) and other standard diagrams as per WCR practice as prevalent in the Railway where work is to be executed and other connected indoor work details shall be prepared by contractor and submitted to Railways for approval. Outdoor circuits must also be shown in wiring diagrams. Typical outdoor circuits, if required, will be issued by Railways for this purpose. After execution of the work four (4) sets of all such plans shall be prepared by the Contractor and given duly bound of as per Para above.

(F) Software: Application Programme for the yard, Compiler & executable programme for the yard in Two sets of separate CDs with supporting OS & other software must be given with maintenance terminal as per schedule.

(G) **MAINTENANCE & DIAGNOSTIC AIDS:**

MT consisting of an Industrial grade embedded fanless PC with printer from a reputed manufacturer shall be provided for following operations:-

- (i) Display of the current status of points, signals, controls etc. of the yard.
- (ii) Storage of minimum one month data or 10,00,000 events.
- (iii) Display of recorded events and
- (iv) Data transfer to CD, flash memory or any other storage media.
- (v) Transfer of recorded events to external data logger.
- (vi) Generation of exception reports shall be possible on MT for analysis purpose and past events simulation on yard layout etc. exactly as per data logger specification No. IRS:S-99 latest version.
- (vii) The soft copy of signaling circuits/manuals provided at the station shall also be loaded on MT for ready reckoner of ESM in simple/local language.
- (viii) MT shall be preferably connected to EI through OFC. If copper cable is used for connectivity the MT port shall be isolated from the port of EI. At both ends RS232 isolator/industrial opto-isolator shall be used.

(H) **APPROVAL PROCEDURE FOR EI SYSTEM:**

1. After receiving approved Signal Interlocking Plan of a station the firm submits prints of Adv. Selection Table for approval.
2. After receiving approval of Adv. Selection Table, prints, the firm submits the tracing of approved Selection Table which is also approved by HQ office.
3. (a) After receiving approved tracing of ST, the firm shall submit the complete wiring diagram of the station in the existing pattern of Q-series or Siemens methodology or as per current practices of WCR/RDSO. The above circuit design shall be approved by the Railway.
(b) After approval of the circuit, firm submits Adv. Logic designs with unique CHECKSUM/CRC numbers pertaining to vital and non vital applications for the interlocking of the station. The advance application logic design shall be the translation of typical circuit design of station. Relay/contacts used in the advance logic design shall be of same nomenclature of circuits of the station. The nomenclature of all the relays will be as per standard practice of WCR.
(c) Firm shall also submit the outside points, signals, track circuits wiring diagrams along with interface circuit so that interlocking with EI and out side gears is checked and approved.
4. These logic designs shall be checked and approved by WCR HQ with alterations/comments if

any and the vendor shall be asked to resubmit the same for approval. Once again the logics and circuit diagrams with circuit alteration are submitted by firm incorporating all changes advised with different unique CHECKSUM/CRC no.

5. These design sets are checked and approved by HQ office and the set wise unique CHECKSUM number is noted and advised to the field unit for comparison with the CHECKSUM number displayed in the EPROM provided in the EI equipment at site thereby confirming that the logic design approved by HQ office has been burnt into the EPROM.

6. After completing functional and square sheet tests, deficiencies/problems based on site condition noted, if any, shall be recorded by officer-in charge. The changes done in logic design at site along with confirmation that after incorporation of these changes in the design, the problems noted have been eliminated shall be recorded in the form of joint note by officer-in charge of testing (ADSTE/DSTE) and the representative of Vendor. Modification in the circuit diagrams shall be shown on hard copy of approved circuit diagrams issued by HQs in Red and signed by representative of Vendor and officer-in charge of testing at site. After receiving these details, the details of changes of logic design and the consequent changes of the CHECKSUM, the altered design sets along with the revised CHECKSUM numbers shall be approved by HQs.

2.7) TRAINING:

Contractor should provide training to Railway personnel nominated by the Dy.CSTE/Const/JBP at manufacturer's premises. The contractor shall undertake to impart training in two different modules/parts: (i) Maintenance module (Officer/SSE/Technician), (ii) Maintenance module plus software Alteration/ Modification for carrying out any minor/major Alteration/ Modification; in different aspect of equipment design, functioning, field installation, testing and commissioning, operation, maintenance, minor modification in interlocking and repair, covering both hardware and software components. 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 minor repair of all equipment. The training course should, apart from formal classroom training, include hands on practical experience on a working installation in the field or lab. Railway will bear cost of travel to nearest rail head. At the end of training, OEM shall issue clear competency certificate to individuals in.

In addition contractor shall impart on site training to Railway staff associated with work for installation, maintenance of system.

2.8) Technical Requirements:

(i) The system should be approved by or cross approved by RDSO and must meet RDSO specification No. RDSO/SPN/192/2005 with latest amendment, with following requirements:

(ii) EI with only hot standby architecture shall be supplied in terms of RDSO TAN no – STS/E/TAN/3004 version 1 dated 13.06.13. & latest version on applicable as on date of commissioning/ approval of CKT.

(iii) EI system will be installed, wired, tested and commissioned by OEM's engineer as per directives issued by RDSO from time to time. Pre-commissioning checklist of EI as issued by RDSO, will be complied by OEM's engineer and will be signed jointly with the Railways site engineer before commissioning of EI. OEMs engineer will submit a site installation certificate to Railway mentioning that EI system has been installed, wired, tested and commissioned by approved vendor of RDSO (i.e. by OEM) after following all the guidelines/instructions issued by RDSO from time to time.

(iv) The contractor shall supply screws, clamps, connectors, terminals, fuses of all ratings with holders, ferrules, indoor wires & wiring cables, twisted wires, indoor communication & data cables, media converters, optical fiber patch chords and all other miscellaneous materials as

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required and recommended by RDSO to make EI fully operational. Adequate spares i.e. 10% of installed quantity or minimum one of all these items in properly listed manner with quantity shall be handed over to Railway.

(v) Power supply system and arrangement for EI, interface relays, control VDU, maintenance terminal etc shall be as per extant RDSO guidelines. Details of proposed power supply arrangement shall be submitted to Railways. DC-DC converters use for EI shall be provided in N+1 configuration and shall be so segregated that in case of failure of DC-DC converter only one system is affected.

(vi) Various interconnecting cables should be numbered as well as provided name stickers for easy identification. Connectivity diagram should be suitably displayed.

(vii) The connection from EI to VDU Control Terminal shall be on OFC.

(viii) There should be synchronization between data logger and EI for which requisite hardware / software shall be supplied by contractor.

(ix) Instructions for power ON/OFF sequences of the EI, Dos' and Don'ts routine maintenance etc should be prepared and pasted at suitable location near the EI. Proper charts and block diagrams shall also be prepared and submitted.

(x) Complete ladder support for interconnecting cables/wires up to outdoor Cable Termination rack is to be provided by Tenderer as per direction of Railway engineer in-charge at site.

(xi) Approved type of Fuse base with cartridge are to be used for wiring of EI Equipment. The type and rating of fuses to be supplied shall be as per manufacturer's instructions and Railways guidelines.

(xii) Vendor specific guidelines/instructions issued by RDSO for EI system from time to time shall be implemented by OEM.

(xiii) Tentative/Indicative Signaling or Yard Plan of station/stations is/are enclosed with the tender schedule. The Tenderer should furnish complete details of cards/modules/ sub-modules connectors etc. for each station in the proforma enclosed herewith in Annexure 'A'. Please give full details of quantities (station wise) & unit rates item wise.

(xiv) All essential spares (with card no. ID where applicable) shall be tested and kept secured for use during failures.

(xv) The work is to be carried out in accordance with Signaling/Interlocking Plans for the stations, issued by the Railways. These Signaling/Interlocking Plans are tentative and some minor variation/alteration may take place. The Tenderer should carry out corrections/alterations/additions in design of circuits and other associated works arising out of these changes without any additional cost. The Railway's decision in this regard will be final and binding.

(xvi) The contractor will supply and install all the diagnostic and maintenance software tools as recommended by RDSO/OEM for smooth EI maintenance.

(xvii) Softcopy in the form of CD containing station specific finally approved application software (which has been loaded in the commissioned EI) duly labeled shall be submitted by the Tenderer/contractor. One CD shall contain application software of one station only for backup & record.

(xviii) Station specific software required for functioning of VDU control terminal (including Driver required if any) shall be provided by the Tenderer for backup & record.

(xix) Place of maintenance terminal will be decided by Railway site Engineer in charge of the work.

(xx) Housing cabinet should be rust free & powder coated in ivory/grey colour. It should have front door of toughened glass and a metal rear door. Proper earthing arrangement shall also be provided for cabinet. The front and back side of the cabinet shall have the facility of locking. A separate opening with lock & key shall be provided on the front door for taking out the key board & mouse from the cabinet for the operation of VDU control terminal.

(xxi) Glande plates shall be provided on the top and bottom panel of the Cabinet for cable entry. Suitable ventilation should be provided on rear and sides of the cabinet such that possibility of dust accumulation inside the cabinet is minimized. Keyboard and monitor should be placed inside the cabinet at appropriate height for easy and comfortable operation & viewing. Other equipments which are to be placed inside the cabinet shall be easily accessible for maintenance.

(xxii) The Fields gears shall be driven by Interface Relay/object controller of approved type as per WC. Rly. standard practice

(xxiii) 110V DC power supply shall be made available by Railways for working of Electronic Interlocking and 60/24 V DC will be made available for relay interface.

(xxiv) At these outdoor installations the point operation is working on 110 V DC with independent detection.

(xxv) At these outdoor installations, colour light signals with LED signals will be worked on 110V AC supply from relay room and with Universal AC LED ECRs as per latest RDSO specification.

(xxvi) Track repeater relays /slot relays /Gate controls relays/ siding control relays/repeater relay shall be of approved type and shall work on 60V/24V DC.

(xxvii) The system shall be suitable for working on sections having 25KV or 2 x 25KV AC traction and also where passenger/freight trains hauled by diesel locomotives single-phase thyristor controlled or three phase AC locomotives are operated, and the traction currents are of the order of 1000A on 25 kV AC When the rails are carrying the traction return currents it should not cause any interference on the performance of system. The system design and equipment should cater for this.

(xxviii) It should be possible to modify the system configuration to suit yard layout changes at a later stage.

Standard RDSO Drawings referred in this Schedule may be collected on payment from RDSO Lucknow by the contractor if required.

2.9) All the consumables and sundry installation materials required for execution of this work like ladders Nut and Bolts, Welding Rods, Sleeves, Lugs etc., and not listed as per the detailed schedule will have to be brought by the Tenderer at his own cost.

2.10) The cost of indoor system is primarily based upon, the number of vital input, output bits & number of routes. Any variation in these will require additional hardware, which shall be procured at the rate accepted, as given by the Tenderer in Annexure. However, the design part shall be done free of cost upto 30% and beyond which additional payment shall be made by the railways.

2.11) The spare contacts of M-C relays to be made parallel.

2.12) Cement & Steel for use in the works should be procured by the Tenderer at their own cost from the main producers /their authorized dealers /authorized stock-yards which should confirm to IS specification. Individual rates quoted by the Tenderer should be inclusive of cost of Cement / Steel wherever applicable.

2.13) The Tenderer shall make his own arrangement for accommodation, for his staff during testing and commissioning period. Water for drinking purpose if available at the station will be given. However, Railways take no guarantee for this facility. Free power will be given for installation, soldering and testing work including battery charging, wherever available. Non-availability of Power will not be a reason for the slow progress of work. If power is not available, the contractor shall make his own arrangement for portable Genset / electrical power.

2.14) The Tenderer shall do no work that may interfere with train traffic until adequate protection has been arranged as per the instruction of the Site in charge.

2.15) All the tools & Measuring Instruments, required for installation & Testing will have to be brought by the Tenderer at his own cost.

3.16) The Railway Officers / staff will be associated with the Testing & commissioning of the work. During Testing & Commissioning, Contractor shall facilitate Testing in all required manner as per instructions of Railway Engineer.

2.17) Installation practices of all signalling gears should be as per the signal Engineering Manual (New) and to suit the latest correction slips and W.C. Rly practices in vogue.

2.18) The Tenderers having more than 20 labour, is required to obtain the labour license from the licensing Officer under Provision of Contract Labour (Regulation and abolition) Act 1970 read with Contract Labour (Regulation and abolition) Central Rules 1970. They should obtain a proper and valid labour license for the concerned work from the concerned Asst. labour Commissioner or licensing officer of the area and the photo copy of the labour license must be submitted to Railway for records. Failure to do so, will attract legal action against the Tenderer.

As per railway board letter No. 2013/Sig/01/(pt)/Dup dated 19.11.2020 following items to be ensured by the tenderer:-

1. Railway to closely monitor inspection/ supply of EI materials against all future works contracts and as far as possible the contractor may be asked to supply high value items commensurate with the progress of connected field works, thereby eliminating unnecessary blockage of railway revenue. Further, as maintenance spares are to be used only after the end of the warranty period, supply of these items may be made after the installation is commissioned.

2. While bidding in the tender for EI works, the tenderer must take OEM/its RDSO approved Indian partner's authorized breakup of numbers of each cards/modules & other accessories.

This shall result in ensuring uniformity and reasonable accuracy while undertaking the work. A few Railways/ PSUs mention number of functions in EI Tender schedule. Bidder may quotes as per their card configuration and list should be attached as Annexure.

3. While bidding, bidder should submit the authorization of RDSO approved source (OEM or its RDSO approved source) from which the EI is being taken. After the award of the contract, MOU with same RDSO approved source whose authorization is taken at the time of bidding covering supply of the equipment of EI, installation, testing and commissioning of EI by the same RDSO approved source including after sales-support required during the warranty period and beyond the warranty period, before supply of equipment is undertaken.

All the drawings shall be signed by the contractor or his authorized representative.

NOTE: For circuit design, contractor will be required to authorize a person for designing the circuits. The name of such person should appear on all sheets with signature. The mistakes in circuit design will attract a token penalty over and above the penalty/LD as provided in GCC. The penalty shall be recovered at the rate as Rs 200/- (Rupees two hundred) per sheet, if the number of mistakes are above 2%. Decision of Railway about mistakes shall be final.

Chapter – 3

SPECIAL CONDITIONS

1. The scope of work covered in this tender is for Supply, Installation, Testing and Commissioning of Integrated Tunnel Communication Systems, OFC/quad/leaky cable & provision of Emergency Call Points etc in tunnels and stations in connection with New Broad Gauge line in REWA-SIDHI section of Jabalpur Division in West Central Railway .

Note 1: Completion Period : 12 months, However First Tunnel situated at Govindgarh-Baghwar should be completed with in 3-5 months from issue of LOA .

Note 2 :First Tunnel situated at Govindgarh- Baghwar and Second , third and forth tunnel is situated between Churhat – Sidhi as a cluster of Tunnels.

2. RATES

1. The rates quoted in the offer by the tenderer will be inclusive of basic cost and all taxes including excise duty, sales tax, interstate tax, works contract tax, transport, loading, unloading charge, etc., wherever leviable, except service tax (if any). Octroi exemption certificates / forms for concessional sales tax and any other statutory duties shall be issued by the Railway in the name of contractor only, subject to this being permissible under prevailing relevant rules. No additional payment will be made, if the same is not honored by the concerned authorities.

2. The price quoted should be firm and **price variation clause (Not Applicable for this tender)**. Variation in Statutory levies and duties shall be permissible on production of documentary evidence. Towards this extent, the tenderer should indicate the percentage of components of those items in all-Inclusive quoted prices in the absence of which no increase in duties will be permissible.

3. Percentages for calculation of PVC for S&T items as mentioned in Part I Chapter 19 will be as per following table -

Works Component	Signalling		Telecommunication			
	Signalling Works	Signalling inventory	Integrated testing	Telecommunication Works	Telecomm	Integrated testing and Commissioning
Electronics (PELEX)	70.1 1%	15.21 5%	—	—	—	—
Communication Equipment (PCEQP)	—	—	—	—	—	—
Optical Fibre Cable (POFC)	—	—	—	—	—	—
30C x 1.5 sq mm signalling cable(S30C)	—	—	—	—	—	—

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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)	12.8 0%	–	10 0 %	–	–	–
Other materials	17.0 9%	84.785 %	–	–	–	–
Total	100 %	100%	1 0 0 %	10 0 %	1 0 %	100%

Note – Above percentages are subject to change if any variation/modification in material or schedule occurs at a later stage and same will be approved by Tender Inviting Authority

4. The liability of the Railways to reimburse excise duty is limited to such sum as may be found legally due and payable in respect of Contract goods after availing the full credit on all the inputs used in the manufacture of the finished products, irrespective of whether the Tenderer has availed the said credit or not. The Tenderer shall pass on to the purchaser, such additional duties as set off as may become available in future in respect of all the inputs used in the manufacture of the final product on the date of supplies under MODVAT scheme by way of reduction of prices and advise in purchaser (Railway.) accordingly.

5. On specific circumstances if due to delay in inspection by RITES/RDSO or any other unforeseen reason like transporter strike, strike in manufacturer's factory etc., the material to be supplied by the contractor is delayed, such material can be issued to the contractor on purely loan basis if available in the concerned depot. However, this will not be contractor's right to get material on loan. Railway reserves the right to refuse to give the material on loan. Any delay in giving material on loan by the railway or refusal

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should not cause any delay in progress of work and the contractor cannot escape of his responsibilities in such case. Material on loan should be given only in exceptional cases, if decided by site engineer. If the contractor fails to return such material, the cost of such material will be recovered from the contractor as per railway rules.

Note: “For tender/contract Rs.10 lakhs in value & having item/items of services covered under “Taxable Services” as per “Service Tax Registration”, tender (s) should possess a valid Service Tax Registration number” failing which his/he/their offer shall not be considered. A copy of valid “Service Tax Registration must be enclosed along with the tender.” (CPDE/WCR’s letter no.W-HQ/WG/Service Tax/53, dtd.15/09/2011

3.GST Compliance: The said supplier of goods and/or services would be subject to GST Act and Rule as applicable from time to time.

4. Maintenance Period:-

The contractor shall satisfactorily maintain the work completed by him for the following period from the date of completion certificate:-

The maintenance period will be 01 Year after installation and commissioning of the complete system and completion of work their taking over by the Railways. The contractor shall be responsible for supervising the maintenance of the same by Railways during the period of maintenance. Any lacuna noticed in the functioning of the System/Equipment’s as a result of any faulty execution, the faults of the work shall be rectified by the contract at his own cost. For this purpose, the Contractor will take prompt action on receipt of instructions from Engineer-in-charge.

5. MATERIAL AND WORKMANSHIP (Ref. L. No. WCR/S&T/N-HQ/150/Wks-18,Dtd. 04.01.2010 ANNEXURE 'A').

a) All the materials and workmanship used in this work shall be of extremely good Quality and high class in every respect and it expected to give trouble free service.

b)The equipments / materials as per RDSO specifications are to be procured from the RDSO approved sources and they should be taken from RDSO approved **Part I** sources only. The equipments/materials as per RDSO specification from RDSO **Part II** approved sources should be taken only if there are no Part I RDSO sources approved for the same.

c) Equipments/ materials 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 items, the equipment/ material are to be procured from Manufacturers of repute/their authorized dealers after approval of Engineer in charge before supply.

i) Equipments/ materials in the schedule where RDSO/IS specification has not been stipulated, shall be procured from manufacturers of repute /their Authorized dealers after approval of Engineer in charge before supply.

ii) Mechanical Signalling items are to be procured from valid recommended list of firms for manufacturer and supply of mechanical signalling items, issued by RDSO Lucknow.

iii) All the materials should be strictly as per specification indicated. All the materials to be supplied by the Tenderer are to be supplied at the Sr. Section Engineer. (Sig/construction) Jabalpur’s Depot at Katni. The loading, unloading and transportation of these materials from the Depot to the site of the work at a later stage will have to be done by Tenderer at his own cost. Alternatively, if the site of work is ready and work is in progress, physically, the materials can be brought to the site and directly supplied. The security of the material brought to the site of work will remain with the Tenderer. The Tenderer will have to furnish a Bank Guarantee from a Nationalized/ Scheduled Bank for an equivalent amount before the payment is claimed for such materials.

iv) Materials required to carry out of this work, if supplied by the Railways, will be issued from the nominated Depots. The contractor will have to load, transport these materials to the site of the work and unload the material at his own cost. Empty cable drums and balance materials after completion of work, if any should be returned back at the Depot of the Sr. Section Engineer (Sig/ construction) Katni at Katni.

v) The Tenderer will have to furnish a Bank Guarantee issued by Nationalized Bank of 15% of CA value for the Security of the Railway material issued to him. The Indemnity Bond will be released after commissioning of work and then all balance material is returned by the contractor to the nominated depot.

vi) The contractor shall warrant that every equipment supplied shall be free from defects and faults in design, material, workmanship and manufacture and shall be of highest grade and consistent with the established and generally accepted standards for goods of the type ordered.

vii) The Guarantee/ warranty/Maintenance period will be one year from Commissioning of work.

viii) If, equipment/component fails under Guarantee/ warranty/ Maintenance period, the same shall be attended & rectified by the contractor immediately within 03 days. If the failure is not attended & rectified by the contractor within the specified time of 3 days, after 03 days from the date of communicating failure by the Railway official by means of instructions including Fax/ Dak/ SMS/ email to contractor/ his authorized representative, penalty will be imposed @ Rs.1,000/- per day till rectification of the failure subject to maximum of Rs. 10,000/- per incidence. However, depending on the urgency same may be rectified by Railway temporarily. Railway Engineers decisions in this regard shall be final & binding to the contractor.

ix) During warranty period all modules/ cards and parts which have turned defective/ exhausted their life period shall be repaired/ replaced free of cost within shortest possible time.

x) Since the essence of the equipment being provided is the reliability & provenness for trouble free working at site, the Contractor shall confirm that in case the equipment provided do not meet the Railways requirement & end objective, they shall take away the equipment at no cost to the Railways. Any payment done by Railways shall be refunded back.

xi) Material should be supplied in progressive manner as per requirement at site.

5.(1) Provision of Efficient and Competent Staff at Work Sites by the Contractor:

(i) The Contractor shall place and keep on the works at all times efficient and competent staff to give the necessary directions to his workmen and to see that they execute their work in sound & proper manner and shall employ only such supervisors, workmen & labourers in or about the execution of any of these works as are careful and skilled in the various trades.

(ii) The Contractor shall at once remove from the works any agents, permitted sub-contractor, supervisor, workman or labourer who shall be objected to by the Engineer and if and whenever required by the Engineer, he shall submit a correct return showing the names of all staff and workmen employed by him.

(iii) In the event of the Engineer being of the opinion that the Contractor is not employing on the works a sufficient number of staff and workmen as is necessary for proper completion of the works within the time prescribed, the Contractor shall forthwith on receiving intimation to this effect deploy the additional number of staff and labour as specified by the Engineer within seven days of being so required and failure on the part of the Contractor to comply with such instructions will entitle the Railway to rescind the contract under Clause of these conditions.

(iv) The Contractor shall provide efficient supervisor at each site during execution work, as per the quantum of work at site. He will give the necessary directions to his workmen and to see that they execute their work in sound, good quality & proper manner. The contractor shall employ only such supervisor, for the execution of any of these works as are careful and skilled in the various trades. Further, in case the

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contractor fails to provide the efficient supervisor, shall be liable to pay an amount of Rs. 25000/- for each month or part thereof for the default period for the provisions as contained in this para.

Number of stations where simultaneous work is carried out	Deployment of Graduate Engineer at site		Deployment of Diploma Holder Engineer at site		Remarks
	Minimum No. to be Deployed	Minimum Experience in No. of years	Minimum No. to be Deployed	Minimum Experience in No. of years	
1	1	3	1	3	These are bare minimum numbers to be deployed at site failing which recovery shall be made as indicated in tender document.
2	1	3	2	3	
3	2	3	3	3	
4 & above	2	3	4	3	

Note: Vide HQ's letter no. WCR/N-HQ/150/Works/1, 2 & 3 dated 03/07/2014 following policy has been adopted Against submission of Bank Guaranty towards issue of materials. FA & CAO concurred the policy and conveyed vide their office letter no. HQ/AC/FX/S&T/Misc/ dtd. 09/04/2015 and GM sanctioned communicated by HQ vide their office letter no. WCR/NHQ/150/Works/1, 2 & 3 dated 01/06/2015.

a) For works contract of value exceeding 50 lakhs, (in which MEC is applicable) Indemnity bond of contract value should be taken for issue of material to contractor and thus no requirement of Bank Guarantee for this purpose.

b) For works contract of value less than 50 lakhs B. G of value of 15% of CA value, should be taken as material bank guarantee.

6) The cost of transit insurance required as per rules will be borne by the tenderer.

7) Cable laying work will be generally done according to the details of Cable route Plan and instruction issued by Dy.CSTE (Const.) Jabalpur incharge of work. Before cable laying is permitted, joint inspection of trench and protection works has to be carried out jointly by Railway representative and contractor representative. A certificate in the format given in annexure D has to be jointly signed and kept in record.

Whenever the dimensions of cable Trenches as mentioned in the Tender Schedule are not easily achievable due to terrain conditions or increased due to site condition, then payments will be made on a pro-rata basis, for the dimensions achieved. The specific approval of the Engineer in charge of the work Dy CSTE (Const.) Jabalpur (not below the rank of JAG Officer) will be required for such dispensation. A certificate in the format given in Annex.-C has to be jointly signed and kept in record. Similarly a certificate has to be jointly signed for hard soil/murram and making of cable way in rocky area, as per Annexure-E and F and to be kept in record.

8) **AXLE COUNTER WORK:-**

i) **Works are required to be done by the Contractor:-**

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- 1) System design for track section occupation and clearance with digital axle counting system. The Axle Counter system should work on 4/6 quad cable 0.9mm dia as per IRS specifications.
- 2) Supply of complete equipment and accessories for providing the number of systems as mentioned in the Tender Schedule.
- 3) Supply of complete software for the axle counting system including its integration as per existing yard and fault diagnosing.
- 4) Training of Railway's staff in software & hardware to enable maintenance of the system.
- 5) Installation, testing & commissioning of digital axle counting equipments along with track side equipments, wheel detection points etc. This includes supply & installation of housing for EJB as per manufacturer's specifications near track detection point.
- 6) Supply of technical documentation & drawing.
- 7) Contractor shall specify the power requirement in terms of voltage and wattage for the axle counter system.
- 8) Supply, installation, wiring of the final track proving relay of section monitored by axle counter will be done by tenderer. This also includes supply, installation of Reset boxes, LV boxes and other required accessories.

ii) TRAINING

Training of Railway's staff in software & hardware to enable maintenance of the system. A period of 15 man-weeks are contemplated by the railways. Tenderers to indicate the adequacy or otherwise of the duration, plate of training, co-ordination required, lodging of the trainees etc. The quality of input should be of such a level that at the end of the training the Railway officials should be able to install/commission the equipment in similar or modified layout, do the necessary software and hardware changes required in future the configuration and also organize, locate and rectify the faults besides maintenance. They shall be trained in all aspects of system design, engineering, inspection, testing, execution, commissioning, fault diagnosis operation and maintenance of the system as whole and also all constituent equipments.- The cost of travel to the place of training and return of Railway Personnel deputed for training shall be borne by Railways. Cost of training if any shall be borne by the tenderer.

iii) TECHNICAL REQUIREMENTS & SPECIFICATION:

- a) The Axle counter system to be supplied against the tender should be approved/cross approved by RDSO and procured from RDSO approved/cross approved firms.
- b) Installation, testing & commissioning of digital axle counter system should be done either by RDSO approved manufacturer or with the involvement and technical expertise of RDSO approved manufacturer.
- c) The system shall comply with RDSO Specification No. RDSO/SPN/176/2005 (Ver.2) or latest for Multi Section Digital Axle Counter System.
- d) Axle counter & Data Transmission systems shall be complete with mounting racks, bases, power supply cards and relay interfaces etc. and wiring and installation material required for the work.
- e) The Earthing arrangement required for the axle counter system shall be arranged by the Contractor as per recommendation of OEM / RDSO and the value of earth resistance shall be as specified by the manufacturer/RDSO.
- f) The wheel detection points shall be required to be mounted on 60/52 kg/90R rails of 72/90 UTS.
- g) The equipment shall withstand the shocks and vibrations under field conditions.
- h) It should be possible to modify the system configuration to suit Yard layout changes at a later stage.
- i) Cable provided along with transmitter/receiver coils should be of adequate length to connect to the track side electronics. The housing for EJB/Track side electronics as per manufacturer's specifications near track detection point to be provided by the contractor. The connecting cable must be duly protected by DWC/HDPE pipe as per recommendation of manufacturer/ RDSO.
- j) Reset box should be with security key and electro-mechanical counters for indicating the number of resets. It should have feature with reset box in ASM's rooms of adjacent stations and co-operation button outside ASM's room at location from where track section to be reset is clearly visible.
- k) Tenderer shall specify the complete list of items offered under tool kit. Tenderer shall specifically mention that the list of items given in Tool Kit is adequate to install and maintain the digital axle counter system as per recommendation of manufacturer. If any other tool is found needed later on during the installation it shall be provided by the contractor free of cost.

l) Final vital relay and reset relay as per manufacture specification should be supplied along with the equipment for no. of track section as asked.

9. Implementation of Public procurement (Preference to Make in Indian). RDSO's letter No.STT/G/Inspection/Policy/805 dt.31.3.2006. [RB Tele 3/06] Rly Bdr letter No.No.2006/Tele/TC/1New Delhi dated:17.04.2006 GM (S&T) letter No.JBP/NHQ/120/Policy/T-1, dtd:22.02.19

10. The Tenderer shall employ sufficient technical, non-technical manpower and labour to complete the work within specified time to the entire satisfaction of engineer in-charge.

11. PAYMENT Clause:-

PAYMENT CONDITIONS RUNNING PAYMENT FOR MATERIAL BROUGHT TO SITE AND EXECUTION OF THE WORK:

Payment of on account bill for the Tendered work will be arranged by the Engineer in charge of work through the associate Accounts Officer.

(a) For Supply items having separate execution items:-

(i) 80% of the accepted cost of material supplied will be paid when the materials are supplied subject to furnishing of Inspection certificate and delivery challan/ receipt order by the nominated consignee. Similarly payments for items which are to be inspected by consignee, shall be released only upon submission of performance/test and guarantee/ warranty certificate issued by the Original Equipment Manufacturer.

(ii) 10% of the accepted cost (in addition to the 80% released above) shall be paid after installation/ erection, of each system

(iii) Balance 10% of the accepted cost (in addition to the 90% released above) shall be paid after successful commissioning of each system.

(b) For Supply items having no execution items:-

(i) 100% of accepted cost of material supplied will be paid for spares and for items, which are not required to be installed by the contractor, on receipt of the equipment subject to furnishing of Inspection certificate and receipt ordered, by the nominated consignee.

(c) For items having execution only :-

(i) 90% of the accepted cost shall be paid after execution/ installation / erection, of each system

(ii) Balance 10% of the accepted cost (in addition to the 90% released above) shall be paid after successful commissioning of each system.

(d) For Supply and Execution/ installation (Composite) items :-

(i) 60% of the accepted cost of material supplied for which installation is to be done by the contractor will be paid on receipt of the material at the duly inspected by the inspecting authority subject to furnishing the inspection certificates.

(ii) 30% of the accepted cost of the material supplied for which installation is to be done by the contractor will be paid after the installation of material. If after 12 months of supply in case railway fails to get the material installed due to site conditions the 10% payment of supply will be paid.

(iii) Balance 10 % of the accepted cost of materials for which installation is to be done by the contractor will be paid after the final commissioning of the work and acceptance certificate issued by the Railways. If not commissioned due to any reason then no amount against supply will be paid.

(iv) However the payment can be released against bank guarantee of equal amount on the discretion of the competent authority, if commissioning is held up on Railway's account for a period of more than 3 months after the installation is tested and kept ready for commissioning by the contractor to the full satisfaction of the railways.

NOTE: Commissioning of work as referred above implied commissioning of work station/ gate wise.

1. Wherever the Central/State makes it obligatory for the Railway to deduct any amount towards sales tax, work contract tax, the same will be deducted in addition to the income tax and remitted to the concerned authority.
2. No payment will be released for installation of materials which have been supplied by Railways in urgency to complete the work without waiting for receipt of Contractor's supply.
3. Where subcontractor are providing works contract services to the main contract for completion of the contract, there service tax is not leviable on work contract services provided by sub contractor and in those cases insertion of condition/clause regarding necessity of service tax registration should not be insisted upon. (CPDE/WCR Letter no. W-HQ/WG/Service Tax/53 dated 25.03.2013).
4. The Tenderer may please noted that in case agreement value is exceeded due to variation in quantity during execution of work, following reduction will be made from the bills accordingly.

For the first 15 %increase in the value beyond 25% of agreement value, the rates will have a reduction of 2% in the incremental value of the agreement and for the next 10% increase in the value rates will have as additional reduction of 2% in the further incremental value of the agreement.

5. The Railway reserves the right to split/delete certain items of the tender without assigning any reason.

12. General

- (a) These special conditions and the work schedule shall govern the work to be executed under this contract in addition to and/or in part super session of the general conditions of the contract and standard specifications as laid down and amended time to time up to correction slip shown earlier.
- (b) Where there is any conflict between these special conditions of contract on one hand and standard specification and general conditions of contract of W.C. Railway on the other hand the former shall prevail.
- (c) Any, special conditions stated by the tenderer(s) in the covering letter submitted along with the tender shall be deemed as part of contract to such extent only as have explicitly been accepted by the railway.

13. OTHER:-

1. The Bank guarantee bonds submitted by the Tenderer against the security of the material issued to him for execution of work shall be released only after the commissioning of the work.
2. Price variation clause shall be applicable to this tender.
3. All the consumables and sundry installation materials required for execution of this work like Nut and Bolts, Welding Rods, Sleeves, Lugs etc., and not listed as per the detailed schedule will have to be brought by the Tenderer at his own cost. All necessary materials for casting will be supplied by the contractor.
4. Cement & Steel for use in the works should be procured by the Tenderer at their own cost from the main producers /their authorized dealers /authorized stock-yards which should confirm to IS specification. Individual rates quoted by the Tenderer should be inclusive of cost of Cement / Steel wherever applicable.
5. Cement shall of 43 grade Portland conforming to IS Spec. 8112 (latest) of L&T/Birla/ACC/Raymond/Jaypee/Grasim/Ambuja make. The cement will be in bags and bear the following information in

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legible markings:

- (i) Manufacturers name
- (ii) Regd. trade mark of manufacturer if any
- (iii) Type of cement, weight of each bag in Kgs. or nos. of bags / ton.
- (iv) Date of manufacture generally marked as week of the year/year of manufacture.

6. Name, Signature and designation of officials on the Plan vide CSTE © WCR letter No.WCR/N-HQ/150/Drg. Policy, dtd:06.12.17:-

a) Signalling Plans like SIP, RSP, VDU diagram, ST/LT, wiring diagrams, application logic etc, shall have name and designation of all officials plotting, preparing and approving the plans. The date shall also be mentioned while signing the plans. This shall be applicable for all the sheets of drawings

b) In case these plans are prepared by contractor, then in addition to name and designation of designer, their contact mobile no. shall also be mentioned in the plans.

c) These guidelines are also applicable for plans prepared by RVNL, IRCON, RITES etc.

7. The tenderer shall make his own arrangement for accommodation, for his staff during testing and commissioning period. Water for drinking purpose if available at the station will be given.

However, Railways take no guarantee for this facility. Free power will be given for installation work including battery charging, wherever available. Non-availability of Power will not be a reason for the slow progress of work. If power is not available, the contractor shall make his own arrangement for portable Genset / electrical power.

8. The tenderer shall do no work that may interfere with train traffic until adequate protection has been arranged as per the instruction of the Site incharge.

9. All the tools & Measuring Instruments, required for installation & Testing will have to be brought by the tenderer at his own cost.

10. The Railway Officers / staff will be associated with the Testing & commissioning of the work.

11. Installation practices of all signaling gears should be as per the signal Engineering Manual (New) and to suit the latest correction slips and W.C. Rly practices in vogue.

12. The contractor shall comply with the provision of payment of wages act and the minimum wages act or any other rules made there under as amended from time to time in respect of all employees employed by him in connection with this Contract. Payment of all labours provided by the contractor should be made as per provision of payment of minimum wages act and **wage/salary of labour should be paid through bank.**

14. MAINTENANCE OF REGISTERS AT WORK SITE:

At the work site, following registers should be maintained by Railway representative for better management:

i) **Site Order Register:** The instructions given to the contractor will be recorded in this register. Contractor or his site supervisor should acknowledge the same and comply it promptly.

ii) **Material Register:** This register will be maintained to record daily receipt and consumption of material.

iii) **Log book of events/Program Register:** All events to be chronologically logged in this register date wise. The movement of firm representative along with details of works carried out, fault rectified, repair done etc. shall be recorded in this register.

iv) **Material passing register:** Material required for execution of work (like nuts, bolts, bricks, sand, cement, ballast, paints etc.) & received directly at site but not inspected by RDSO/RITES/Consignee, shall be entered in this register & passed and used at site after inspection of supervisor in charge at site. Contractor will nominate his site supervisor, who will acknowledge the instructions/records in above registers and take all necessary actions promptly for their compliance.

15. IMPLICATION OF MODVAT RULES:

The liability of the purchaser to reimburse excise duty is limited to such sum as may be found legally due and payable in respect of contract goods after availing the full credit on all the inputs used in manufacture of the finished products irrespective of whether the contractor has in fact availed of the said credit or not.

16. FAT testing of each station for JOB application logic Bit list.ST/LT and square sheet shall be handed over to firm. The firm shall start the FAT testing. In case any ATIR arises while testing same will be communicated to the OEM for rectification through Railways and updated application Logic shall be submitted by OEM. Subsequently FAT testing shall again be conducted on the updated application logic. After rectification of all the issues encountered during FAT firm shall issue FAT testing certificate (as per Annexure FAT-CRTIF attached) duly signed by IRSTELO license holders in Jabalpur Construction unit of West central Railway .

APPENDIX TO SPECIAL CONDITIONS OF TENDER.

- i). DY. Chief Signal & Telecom Engineer (Construction), WCR, Jabalpur will be the Engineer-in-charge of the work.
- ii). DY.FA&CAO/Construction, W.C.Rly, Jabalpur will be the Associate Finance Officer.
- iii). Senior Section Engineer (Sig.)/Store Construction, W. C. Rly, Katni will be the nominated Depot and Consignee for the materials.
- iv). The Engineer - in- charge of the work will nominate the Field Officer/Supervisor for the work.

Annexure

(1) Site order book (Name of the Station.....)

	D a t e	Observa tions	Instructi ons	Name, designa tion & signat ure of inspect ing official	Act ion by	Compli ance	Sig. of contracto r's represen tative	Sign of Rly. Site inch arge	remark s
	2	3	4	5	6	7	8	9	10

(2) Material Register (Name of the Station.....)

	D a t e	Nos. supplied	Nos. issued	Nos installe d/ consu med	Cu mu lati ve No su ppl ied	Cumul ative No issued	Cumulat ive installed / consum ed	Bala nce in han d	Balance with contracto r
	2	3	4	5	6	7	8	9	10

(3) Log book of events/Program Register (Name of the Station.)

Date	Programme/work to be done	Staff deputed	Signature	
			Supervisor	Contractor
1	2	3	4	5

(4) Material Passed/rejected register (Name of the Station.....)

Date	Description of material	Quantity inspected	Name & designation of supervisor	Material passed/ rejected	Signature	
					Supervisor	Contractor
1	2	3	4	5	6	7

Annexure

Certificate of Quality of Wiring and Soldering

I have personally checked each and every tag block of the installation

I hereby certify that the quality of wiring and soldering is as per the required standards.
There are no mistakes or defects.

I also certify that the suitable elbows/S bends have been provided to all cables at the
entry/exit points of GI pipes such that the travel of the cable is in the direction of opening.

Signature by

ADSTE/DSTE

TERMINATION OF CONTRACT AS PER CLAUSE 62 OF G.C.C.

1. Tenderers may please note that in amplification of para 2.87 of G.C.C., after the words “after the contract as a whole or in part or parts (as specified in such notice)” appearing in para 12 the following may be added, “and after the expiry of 48 hours notice a final termination notice, Performa as given below, will be issued.”

REGISTERED POST A.D.

WEST CENTRAL RAILWAY (Without Prejudice) Dated _____

NO.

To,

M/s _____

Contract Agreement No. _____

In connection with _____

Dear Sir,

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

Since the period of 48 hrs.notice has already expired, the above contract stands rescinded on terms of clause 2.87 of General Conditions of Contract and the work under this contract will be carried out independently. Please acknowledge receipt.

Yours faithfully,

For and on behalf of President of India.

2. Other provision of clause 62 of GCC will continue to apply.

3. Clause No. 2.88 of GCC is reworded as follows – Matters finally determined by the Railways – all disputes and differences of any kind whatsoever arising out of or in connection with the contract whether during the progress of the work or after its completion and

whether before or after the determination of the contract shall be referred by the contractor to the Railway and the Railway shall within 120 days after receipt of the contractor’s representation make and notify decisions on all matters referred to by the contractor in writing provided that matters for which provision has been made in clauses 8, 18, 22(5), 39, 43(2), 45(a), 55, 55- A (5), 57, 57A, 61(1), 61(2)

FORCE MAJURE CLAUSE:

1. If at any time, during the continuance of the Contract, the performance in whole or in part by either party of its obligation under the Contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, accidents, fires, floods, explosions, epidemic quarantines restrictions, strikes, lock - outs, act of Govt. or acts of God or such eventualities which are beyond the control of the party hereinafter referred as events and provided notice of happening of any such eventuality is given by either party to the other within 28 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 performance or delay in performance and deliveries under the Contract shall be resumed as soon as practicable after such events as they come to an end or ceased to exist. The delivery period shall be extended by the Purchaser for this period without any penalty.

2. If at any time any discrepancy in schedule, drawing or any dispute in inspection clause etc. should arise, the Rlys decision will be final and binding on both the parties.

Revised Model form of Bank Guarantee Bond

GUARANTEE BOND

In consideration of the President of India (hereinafter called "the Government") action through ----- having agreed to exempt _____ (hereinafter called "then said Contractor(s)") from the demand, under the terms and conditions of an Agreement dated _____ made between _____ and _____ for _____ (hereinafter called "the said Agreement"), or security deposit for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of Bank Guarantee for Rs. _____ (Rupees _____ only). We, _____, (hereinafter referred to as "the Bank")

(Indicate the name of the Bank) at the request of _____ (Contractor(s)) do hereby undertake to pay to the Government an amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach of the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We _____ do hereby undertake to pay the amounts

(indicate the name of bank)

due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said contractor(s) of any of the terms or conditions contain in the said Agreement or by reason of the contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

3. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceedings before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s)/supplier(s) shall have not claim against us for making such payment.

4. We, _____ further agree that the guarantee herein contained

(indicate the name of bank)

shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it should continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till _____ (office/Department) Ministry of _____ certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ we shall be discharged from all liability under this guarantee thereafter.

5. We, _____ further agree with the Government that the

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(indicate the name of bank)

Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) and to forebear 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 being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the Government or any indulgence by the Government to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect or so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/Supplier(s).

7. We, _____ lastly undertake not to revoke this guarantee

(indicate the name of bank)

during its currency except with the previous consent of the Government in writing.

8. Notwithstanding anything mentioned herein above.

(a) The liability of the Bank under this guarantee is restricted to Rs. _____

(b) The Bank Guarantee shall be valid upto _____

(c) We are liable to pay the guarantee amount or any part thereof under this bank guarantee only and only if we received a written claim or demand on or before _____

Dated the _____ day of _____ 20

for _____

(indicate the name of bank)

DEED OF EXTENSION OF BANK GUARANTEE BOND

This Deed of Extension of Original Bank Guarantee Bond No..... datedfor
Rs..... (Rupees
.....) executed in favour of
President of India, acting through behalf of M/s. by
..... Bank.

WeBank have executed Original Bank Guarantee Bond
No..... datedfor Rs..... (Rupees) in
favour of President of India, acting through On behalf of
..... We, hereby extend the period of validity of the said original Bank
Guarantee/Extended Bank Guarantee upto

All other terms and conditions mentioned in the original Bank Guarantee remain unchanged and shall form part
of this Extension Deed. The claim under the above Bank Guarantee Bond should be made in writing on or before
.....

Signature of the Branch Manager/
Authorised Attorney

Place:

Date :

INDEMNITY BOND

The Dy. Chief Signal & Telecom (Engineer)
Construction/WCR/Jabalpur

THE DEED OF INDEMNITY made this ____ day of _____ 20____ by M/s. _____ having its registered office at _____ hereinafter referred to as "The Indemnifiers" (which expression shall unless repugnant to the context or meaning thereof be deemed to include their successors, executors or assigns) in favour the President of India as owner of the West Central Railway, Administration, hereinafter referred to as "The Administration" (which expression shall unless repugnant to the context or meaning thereof include this successors and assigns in office).

WHEREAS the indemnifiers have entered into a contract with the President of India representing the West Central Railway Administration, the Dy. Chief Signal & Telecom (Engineer) Construction/WCR/Jabalpur according to details given by the Indemnifiers in the contract No. _____ dated _____ issued by the West Central Railway Administration for and on behalf of the President of India and which together with the documents mentioned therein constitute the said contract.

AND WHEREAS one of the terms and conditions in the said contract is that the Administration will provide materials value Rs. _____ (Rs. _____ only) for installation of the same as per scope of work. It will be valid during the entire period until the completion of the work.

AND WHEREAS the indemnifiers have agreed to execute this Deed of Indemnity in respect of the said materials given to them by the Administration in the manner and under the circumstances hereinafter provided.

1. The indemnifiers hereby agree and undertake that they will hold the said materials on behalf of the Administration in trust for the purposes of installing materials strictly according to the terms of the contract in that respect.

2. The indemnifiers hereby agree and undertake that they will be responsible for the safe custody and protection of the said materials and also for any loss or damage to the said materials while in their custody arising from whatever cause till they are returned to the Administration after installing according to the terms of the contract in that respect.

3. The Indemnifiers hereby agree and undertake that they shall indemnify the Administration against all loss or damage referred to in item No. 2 above reimburse to the Administration the cost of the materials to the Dy. Chief Signal & Telecom (Engineer) Construction/WCR/Jabalpur, and also make good any loss or damage caused as a result thereof.

4. The Indemnifiers further agree that if any amount becomes payable by the Indemnifiers to the Administration under this Indemnity Bond then without prejudice to any other remedies available to the Administration, the said Administration shall be entitled to recover the same by way of deduction from any sum due to or any sum which at any time here after may be due to the Indemnifiers under his contract hereinabove referred or any other contract.

INWITHESS THEREOF, we, _____ hereto set our hands and seal today on the ____ day of _____, 20__.

WITNESS

For Chief Administrative Officer (Const)
West Central Railway, Jabalpur.

End of Tender Document
Part-II