

E-TENDER NOTICE NO. JHS-N-W-58-23 dated 16.12.2023

... **Bharat Sarkar**

NAME OF WORK:- Provision of CCTV camera at VGLJ station having face recognition and unattended luggage alert system.



***OFFICE OF THE
Sr.Divisional Signal & Telecom Engineer,
North Central Railway,
DRM Office , Jhansi***

**NORTH CENTRAL RAILWAY
JHANSI DIVISION
E-TENDER NOTICE**

The Senior Divisional Signal and Telecomm Engineer (as the case may be)....., for and on behalf of the President of India invites open e-tender for the following work:

SN	Name of work	Approx. Cost	Earnest Money	Period of completion	Cost of tender document (Nil in case of e-tender)
1	Provision of CCTV camera at VGLJ station having face recognition and unattended luggage alert system.	Rs. 10408786.10/- Only	Rs. 202100/- Only	06 months	NIL

Tenderer should keep the validity of their offer for minimum 60 days.

Similar nature of work:- Any work involving supply, installation, Testing and commissioning of Integrated Security System/Video surveillance system/ Access Control, Personal & Baggage screening System, Explosive Detection & Disposal System and their integration.

Critical Dates	
Activity	Date
Date of availability of tender document on www.ireps.gov.in .	16/12/2023
Start of submission of offer on www.ireps.gov.in	25/12/2023
<ul style="list-style-type: none">• End of Availability of Tender Documents at www.ireps.gov.in.• Opening of tender/offer.	08/01/2024
The reference time for all the above activities is 15:00 hours.	

TENDER FORM**(TOP SHEET)**

Mode of Tender	E-Tender (Single Packet)
Tender Notice No.	E -Tender No.: JHS-N-W-58-23
Full name of work	Provision of CCTV camera at VGLJ station having face recognition and unattended luggage alert system.
Approx. cost	Rs. 10408786.10/- Only
Completion period	06 Months
Bid Security	Rs. 2,02,100/- (Rs.Two Lakhs Two Thousand One Hundred Only).
Sale/availability of tender document on Rly. Website	Tender documents will be available on IREPS web site www.ireps.gov.in from 16.12.2023 to 08.01.2024 upto 15:00hrs hrs.
Date and time of opening of tender	08/01/2024 at 15:00 hours. In case of two packet system, Financial bids of the eligible tenderers would be opened subsequently on the date & time which shall be notified later on

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

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

Note:

- i) Special attention of tenderers is drawn to clause 2.4.1 of "Instruction to Tenderers", tenderer must upload, the documents mentioned therein pertaining to constitution of firm/ concern.
- ii) Special attention of tenderers is drawn to clause 2.3 of "Instruction to Tenderers" and Annexure-M, they should upload the requisite documents pertaining to their technical & financial eligibility.

Signature of the tenderer
Name of signatory_____.

(C) Documents to be uploaded by the tenderer(s) while submitting their offer.

Tenderer must upload following documents along with their offer

1	Cost of tender document - (NIL in case of e-tender mode)
2	Requisite Bid Security Rs. 2,02,100/- (Rs.Two Lakhs Two Thousand One Hundred Only).
3	All requisite documents/credentials mentioned in clause 2.3 of "Instructions to tenderers" pertaining to his/their technical and financial eligibility. (As applicable)
4	All requisite documents mentioned in clause 2.4 of "Instruction to tenderers" pertaining to constitution of firm/concern. (As applicable).
5	Tenderers are compulsorily required to upload certificate as per Annexure – V and Annexure-VA as stipulated in 2.2.6 & 2.2.7 of "Instruction to tenderers" without which the offer will be considered incomplete and will be rejected summarily.
6	Applicable for tender value more than Rs 20.00 crore. Tenderer(s) are compulsorily required to upload detail statement of works being executed/in hand on prescribed format as per Annexure-H and maximum value of contractual payment received in any one year in last three years & current financial year as per Annexure-N as stipulated in Clause No. 2.3.2 of " Instructions to Tenderer(s)" without which the offer will be considered as incomplete and will be rejected summarily.
7	Tenderers are required to upload requisite details in prescribed Performa of Annexures C to G, I,J and L without which the offer is liable to be rejected.
Note	<p>i) After opening of tender, any document/credential pertaining to technical, financial eligibility and available Bid Capacity constitution of firm etc. shall neither be asked nor be entertained/considered under any circumstances and no claim or representation whatsoever from the tenderer in this regard shall be entertained. Scanned copy of the documents, uploaded by the tenderer shall be clear & readable. However Railway reserves the right to ask for any clarification on the documents/credentials already submitted by the tenderer along with the offer.</p> <p>ii) Tenderer may have to submit the original Documents in physical form at short notice whenever asked by Railway at any stage of tender evaluation process or even after finalization of tender.</p> <p>iii) In E-tender, all submissions of documents are to be uploaded on web-site. There may be last minute hic-cups and delay in uploading the Documents etc. Tenderer's/Prospective bidders are advised to upload their offer well in time. Railway will not be responsible for any delay/non submission of offer due to any reason whatsoever.</p> <p>iv) Annexure Q-Mandatory undertaking Regarding Employment/ Partnership of Retired Railway Employees.</p> <p>v) In case of tender value more Rs.20crore. Tenderer may please note that offers received without requisite Annexure-H and N as mentioned above, will be considered as incomplete and invalid tender and summarily rejected, for which contractor shall have no claim on Railway.</p>

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

(For guidance to Tenderer)

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

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

1. Non Judicial stamp paper
 - (i) Should have been purchased in the name of the Company/firm/executants
 - (ii) Should be purchased from the Place/State where the document is being executed.
 - (iii) Values of the non-judicial stamp paper (NJSP) should be minimum equal to as mentioned in Tender conditions. Where value of NJSP is not mentioned in the tender conditions, value of NJSP should as per the law of the state in which the document is being executed.
 - (iv) Date of purchase of Non Judicial stamp paper should be prior from the date of execution of document.
 2. Signature on the document
 - (i) The document should be signed on each page and also at the appropriate place meant for signature of executants/deponent.
 - (ii) Signatory/executants should ensure that on the date of signing the document he/she has valid authority/attorney in his/her favour for signing.
 - (iii) In affidavit declaration clause as well as verification clause both should be signed by deponent/executants.
 - (iv) Where the document requires witnessing, it should be duly signed by witnesses alongwith their names and addresses.
 - (v) On Power of Attorney, signatures of the Attorney holder should also be got done and attested by executants.
 3. Format of the document
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- (i) Where the format has been prescribed by the Railway, the document should be executed in that format.
- (ii) Date and place of execution should always be mentioned on the document.

1. Notarization of document

- (i) The document should be duly attested (signed and stamped) by notary public on each page.
 - (ii) The seal of the notary public should contain his name, area of practice and Registration number.
 - (iii) Notarial stamps of appropriate value should be affixed on the document
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Annexure-1**Scanned copies of the Documents to be uploaded along with offer**

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

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

1.	<u>Technical Eligibility Criteria</u> :- Completion/Performance Certificate in support of 30/40/60% (as the case may be) of similar nature of work as per clause 2.3.2.A(v) of tender document.	Summarily Rejected:- Not applicable with less than 50 Lakhs.
2.	<u>Financial Eligibility Criteria</u> :- Contractual payment received as per detail at Annexure-I as per clause 2.3.2.A(vi) of tender document.	<p>Note As per Note(i) of para 7 of Documents to be uploaded by the tenderer(s) while submitting their offer.</p> <p>i) "After opening of tender, any document/credential pertaining to technical, financial eligibility and available Bid Capacity constitution of firm etc. shall neither be asked nor be entertained/considered under any circumstances and no claim or representation whatsoever from the tenderer in this regard shall be entertained."</p>
3.	Annexure-C (Declaration form regarding site etc.)	Liable to be rejected
4.	Annexure-D (Declaration regarding constitution of firm)	Liable to be rejected
5.	Annexure-E (plant and Machinery)	Liable to be rejected
6.	Annexure-F (Engineers/Personnel)	Liable to be rejected
7.	Annexure-G (work executed in last seven years)	Liable to be rejected
8.	Annexure-H (Work in Hand) in support of Bid Capacity (Applicable for tender value more than Rs.20 crore)	In terms of Clause 2.3.2 of tender document Summarily Rejected (Not applicable)
9.	Annexure-I (Contractual Payment received)	Liable to be rejected
10.	Annexure-J (Bank Detail/RTGS)	Liable to be rejected
11.	Annexure-L (Performa of Completion Certificate)	Liable to be rejected
12.	Annexure-N (Contractual payment received in last three financial years) in support of Bid Capacity (Applicable for tender value more than Rs.20 crore)	In terms of Clause 2.3.2 of tender document Summarily Rejected(Not applicable)
13.	Annexure M- Certificate to be submitted by tenderer alongwith the tender documents	Summarily Rejected
14.	Annexure Q - Mandatory undertaking Regarding Employment/ Partnership of Retired Railway Employees.	Liable to be Rejected(Not applicable)

FOR THE SPECIAL ATTENTION OF THE TENDERERS

1. The tenderers are requested to carefully peruse the Tender Documents, and upload all requisite documents/credentials along with the offer. Scanned copy of the documents, uploaded by the tenderer shall be clear & readable. Documents submitted/uploaded previously or along with another tender currently under consideration SHALL NOT be considered while evaluating the present tender.
2. The tenderer(s) shall visit the site of work and acquaint himself/themselves with the conditions of work viz. approach roads and accessibility, nature of soil/rock, availability of materials, electric power, water for work and drinking purposes, site for labour camps, stores, godowns, extent of lead/lift in work, availability of skilled and unskilled labour etc. that may be encountered in the course of execution of work. In short, he/they should familiarize himself/themselves fully with the conditions of the site and FURNISH A CERTIFICATE TO THIS EFFECT, in the Proforma appended as **Annexure-C**

Note :- No Technical and Financial credentials are required for tenders having value up to Rs 50 lakh.

3. **In case tender value upto Rs.10 crore (Single packet)**
 - 3.1 The tender uploaded by the tenderer(s) will consist of Single Packets/Files i.e. Packet-I/File-I having (a) Tender form (First sheet) (b) Instructions to tenderer/s (c) Conditions relating to site data and specifications (d) Schedule of Items, Rates, and Quantities. This packet consist of both Technical bid as well as Finacial bid being single packet. This Bid shall contain all the documents as listed in Annexure-1 & Annexure-2 of Tender Notice. Tenderers are requested to ensure that all such documents and Annexures duly filled in are uploaded, complete in all respects with their Packet-I/File-I failing which his/their offer is likely to be rejected/summarily rejected, as applicable. Tender will be opened on Date D2, i.e. immediately after close of uploading of tenders.
 4. **In case tender value more than Rs.10 crore (Two packet system),**
 - 4.1 The tender uploaded by the tenderer(s) will consist of Two Packets/Files i.e. Packet-I/File-I and Packet-II/File-II.
 - 4.2 **Packet-I/File-I – Technical cum Commercial Bid** will be opened immediately after close of uploading of tender (D2) i.e at **15:00 hrs on the stipulated date**. This Bid shall contain (a) Tender form (First sheet) (b) Instructions to tenderer/s (c) Conditions relating to site data and specifications. This Bid shall contain all the documents as listed above in Annexure-1 & Annexure-2. Tenderers are requested to ensure that all such documents and Annexures duly filled in are uploaded, complete in all respects with their Packet-I/File-I failing which his/their offer is likely to be rejected/summarily rejected, as applicable.
 - 4.3 **Packet II/File II - FINANCIAL BID (SECOND PACKET)** of only those tenderer(s) will be opened whose Packet-I/File-I (Technical cum Commercial Bid) has been found eligible as per Tender Conditions. The time, date and venue of opening of Packet-II/File-II (Financial Bids) shall be notified to the successful tenderer(s) after evaluation of Packet-I/File-I (Technical cum Commercial Bids). The same shall be opened on due date in the presence of tenderers/their representatives as may wish to attend the same.
 - 5.0 Note:- Tenderer(s) to please note that after opening of tender, any document/credential pertaining to technical and financial eligibility, constitution of firm etc. shall not be entertained/ considered under any circumstances and no claim or representation whatsoever from the tenderer in this regard shall be entertained. Scanned copies of the documents, uploaded by the tenderer shall be clear & readable. However Railway reserves the right to seek any clarification on the documents/credentials already submitted by the tenderer along with the offer.
 - 6.0 Tenderer may have to submit the original Documents in physical form at short notice whenever asked by Railway at any stage of tender evaluation process or even after finalization of tender.
 - 7.0 In E-tender, all submissions of documents are to be uploaded on web-site. There may be last minute hic-cups and delay in uploading the Documents etc. Tenderer's/Prospective bidders are advised to upload their offer well in time. Railway will not be responsible for any delay/non submission of offer due to any reason whatsoever.
 - 8.0 Each page of the tender papers will be treated as signed/ accepted by the tenderer(s) or such person(s) on his/their behalf who is/are legally authorized to sign for him/them.
 - 9.0 The tenderer(s) may note that the Railway reserves its right to either accept or reject any Bid/s without assigning any reasons whatsoever and tenderer(s) shall have no claim(s) on this account. Any explanation desired by the tenderer(s) with regard to the rejection of his/their bid(s) shall be entertained only within 07 (seven) days of the issuing of the Letter of Acceptance (LOA) to the other eligible tenderer(s).
 - 10.0 Provisions of Make in India Policy 2017 issued by Govt. of India, as amended from time to time, shall be followed for consideration of tenders.
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- 11.0** Prospective tenderer(s) may contact Sr.DSTE (as the case may be) (e-mail id:@ncr.railnet.gov.in & Mobile No. for obtaining further clarifications, if required, during working hours. However, any clarification sought by the contractor either on mail/mobile/in-person shall be accepted/entertained only up to 07 (seven) days prior to date of opening of tender. Railways is not bound to entertain any clarification sought after the said period.
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NORTH CENTRAL Railway
TENDER FORM (FIRST SHEET)

Tender No. _____

Name of Work _____

To
The President of India,
Acting through the
Sr. DSTE /JHS (as the case may be)
NCR.

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

Rs. 2,02,100/- (Rs.Two Lakhs Two Thousand One Hundred Only).

- 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 Witnesses:-

1. _____
2. _____

Signature of the Tenderer(s)

Date:

Address of the Tenderer(s)

(Complete postal address)



INSTRUCTION TO TENDERER(S)

1.0	<u>DETAILS OF WORKS:</u>
	Tenders are invited for the work as given on "TOP SHEET"
2.0	<u>TENDER DOCUMENTS:</u>
	<p>A <u>In case of tender value upto Rs.10 crore (Single Packet)</u></p> <p>The following document will form parts of tender document:</p> <ul style="list-style-type: none"> • Top sheet, • Tender Notice, • Addendum/Corrigendum, if any, • Covering Note • Tender form (First sheet) • Instructions to tenderer/s along with related Annexures, • Conditions relating to site data and specifications along with related Annexures, • Schedule of Items, Rates, and Quantities. • This Bid shall contain all the documents as listed in Annexure-1 & Annexure-2 of Tender Notice. • Tenderers are requested to ensure that all such documents and Annexures duly filled in are uploaded, complete in all respects failing which his/their offer is likely to be rejected/summarily rejected, as applicable. <p>NOTE</p> <ul style="list-style-type: none"> • All general and detailed drawings pertaining to this work which will be issued by the Engineer or his representatives (from time to time) with all changes and modifications
	<p>B <u>In case of tender value more than Rs.10 crore (Two packet)</u></p> <p>The following document will form part of tender document:</p> <p>Packet I – Technical cum commercial Bid</p> <ul style="list-style-type: none"> • Top sheet, • Tender Notice, • Addendum/Corrigendum, if any, • Covering Note. • Tender form (first sheet), • Instructions to the Tenderers along with related Annexures, • Conditions related to Site Data and Specifications along with related Annexures. • Tenderers are requested to ensure that all such documents and Annexures duly filled in are uploaded, complete in all respects failing which his/their offer is likely to be rejected/summarily rejected, as applicable. <p>Note</p> <ul style="list-style-type: none"> • All general and detailed drawings pertaining to this work which will be issued by the Engineer or his representatives (from time to time) with all changes and modifications • Packet 2 – Financial Bid • It will contain the Schedule of Items and Quantities with provision for quoting of rates by tenderers.
2.1	<u>SUBMISSION OF TENDERS:</u>
2.1.1 (a)	<p>The offer is to be uploaded online upto 08/01/2024 by 15:00 hrs (D2) along with scanned copy of all the requisite document (as per Annexure 1 & 2 of tender notice).</p> <ul style="list-style-type: none"> • Tenderer may have to submit the original Documents in physical form at short notice whenever asked by Railway at any stage of tender evaluation process or even after finalization of tender. • In E-tender, all submissions of documents are to be uploaded on web-site. There may be last minute hiccups and delay in uploading the Documents etc. Tenderer's/Prospective bidders are advised to upload their offer well in time. Railway will not be responsible for any delay/non submission of offer due to any reason whatsoever
2.1.1 (b)	Care in submission of tender
(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.
(ii)	Tenderers will examine the various provisions of The Central Goods and Services Tax Act, 2017(CGST)/Integrated Goods and Services Tax Act, 2017(IGST)/Union Territory Goods and Services Tax Act, 2017(UTGST)/ respective state's State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt and as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.
(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.
(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.
2.1.2	Cost of Tender Documents (a) The cost of tender document is Rs.NIL.(for e-tender through IREPS)
2.1.3	In case the intended date for opening of tenders is declared a holiday, the tenders will be opened on the next working day at the same time.
2.2	COMPLETION OF TENDER DOCUMENTS :
2.2.1	The tenderers shall quote the rates of one single % age "Above/Below/At par" for the Schedule ie Sch A, Sch B and so on (as the case may be). Every possible fluctuation, in the rate of labour, material and general commodities, and other possibilities of each and every kind which may affect the rates, should be considered and kept in view before quoting the rates and no claim on this account shall be entertained by the Railway under any circumstances except the price escalation payable as per price variation clause, if any, provided separately in the tender documents."
2.2.2	The quantities shown in the attached Schedule are given as a guide and are approximate only and are subject to variation according to the needs of the Railway. The Railway does not guarantee work under each item of the Schedule. The tenderer(s) shall quote rates / rebates only at specified place in Tender Form supplied by Railway. Any revision of rates / rebates submitted (quoted) through a separate letter whether enclosed with the bid (Tender Form) or submitted separately or mentioned elsewhere in the document other than specified place shall be liable to be ignored and will not be considered.
2.2.3	Each page of the tender papers will be treated assigned/ accepted by the tenderer (s) or such person(s) on his/their behalf who is/are legally authorized to sign for him/them and to enter into commitments on their behalf.
2.2.4	The rates, rebates and/or other financial terms, if any, quoted by tenderer in the relevant fields of the Financial Bid page will only be the ruling terms for deciding the inter-se ranking, and any such condition having financial repercussions, if quoted by them anywhere else including attached documents shall not be considered for deciding inter-se ranking NOTE: The detailed breakup of items quoted in Schedule as above are to be uploaded with the Financial Bid only and not with Technical bid. Any attempt to upload the financial bid/rates/cost along with technical bid will cause the summarily rejection of the offer.
2.2.5	Additional conditions or stipulations should be avoided. However, additional conditions or stipulations, if any, must be made by the tenderer/s in a covering letter with the tender. The Railway reserves the right not to consider conditional tenders and reject the same without assigning any reason. Only those additional conditions which are explicitly accepted by the Railway shall form part of the contract.
2.2.6	<i>The tenderers shall upload a certificate stating that they are liable to be disqualified in case their statements/documents submitted alongwith bid are not found to be true and factual. Standard format of the certificate to be submitted by the bidder is enclosed as Annexure-V. in case of other than Company/Proprietary firm. Annexure-V (A) shall also be submitted by the each member of a partnership firm/Joint Venture (JV)/ Hindu Undivided Family (HUF)/ Limited Liability Partnership (LLP) etc. as the case may be. Non submission of the certificate by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document. It will not be obligatory on the part of Tender Committee to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned.</i> If contents in documents uploaded/submitted by tenderers are found to be incorrect/false, action will be taken against such tenderers as per provisions contained in certificate submitted by them as Annexure – V and Annexure-V (A). (a) The Railway reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the Railway, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by the railway shall

2.2.7	<p>not relieve the bidder of its obligations or liabilities here under nor will it affect any rights of the railway there under.</p> <p>b) In case of any information submitted by tenderer is found to be false forged or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender Security deposit/bank Guarantee (as the case may be) besides banning of business for a period of upto two years over IR</p>
	<p>(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. Performance Guarantee/Security Deposit available with the railway (as the case may be) shall be forfeited. In addition, other dues of the contractor, if any, under this contract shall be forfeited and agency shall be banned for doing business for a period of upto two years over IR.</p> <p>Note: - Railway board letter no. 2022/CE-I/CT/GCC-2022/Policy date 26.04.2023 (Advance correction Slip no.3) .</p>
2.2.8	Tenderer may have to submit the original Documents in physical form at short notice whenever asked by Railway at any stage of tender evaluation process or even after finalization of tender.
2.2.9	In E-tender, all submissions of documents are to be uploaded on web-site. There may be last minute hic-cups and delay in uploading the Documents etc. Tenderer's/Prospective bidders are advised to upload their offer well in time. Railway will not be responsible for any delay/non submission of offer due to any reason whatsoever
2.2.10	Tenders containing erasures and / or alterations of tender documents are liable to be rejected. Any correction made by tender(s) in his/their entries must be attested by him / them.
2.2.11	The works are required to be completed within a period of 6 month from the date of issue of acceptance letter.
2.2.12	<p>Employment/Partnership etc. of Retired Railway Employees:</p> <p>(a) Should a tenderer</p> <p>i) be a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, OR</p> <p>ii) being partnership firm / joint venture (JV) / registered society / registered trust etc have as one of its partners/members a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, OR</p> <p>iii) being an incorporated company have any such retired Engineer of the gazetted rank or any other gazetted officer working before his retirement as one of its directors</p> <p>AND</p> <p>in case where such Engineer or officer had not retired from government service at least 1 year prior to the date of submission of the tender</p> <p>THEN</p> <p>the tenderer will give full information as to the date of retirement of such Engineer or gazetted officer from the said service and as to whether permission for taking such contract, or if the Contractor be a partnership firm or an incorporated company, to become a partner or director as the case may be, has been obtained by the tenderer or the Engineer or officer, as the case may be from the President of India or any officer, duly authorized by him in this behalf, shall be clearly stated in writing at the time of submitting the tender.</p> <p>(b) In case, upon successful award of contract, should a tenderer depute for execution of the works under or to deal matters related with this contract, any retired Engineer of gazetted rank or retired gazetted officer working before his retirement in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, and now in his employment, then the tenderer will ensure that retired Engineer or retired gazetted officer had retired from government service at least 1 year prior to the date of his employment with tenderer and in case he had retired from service within a year then he possesses the requisite permission from the President of India or any officer, duly authorized by him in this behalf, to get associated with the tenderer.</p> <p>(c) Should a tenderer or Contractor being an individual, have member(s) of his family or in the case of partnership firm/ company / joint venture (JV) / registered society / registered trust etc. one or more of his partner(s)/shareholder(s) or member(s) of the family of partner(s)/shareholder(s) having share of more than 1% in the tendering entity employed in gazetted capacity in the Engineering or any other department of the railway, then the tenderer at the time of submission of tender, will inform the authority inviting tenders the details of such persons.</p>

	<u>Note:-</u> If information as required as per (a), (b) and (c) above has not been furnished, contract is liable to be dealt in accordance with provision of clause 62 of Standard General Condition of contract. The undertaking shall be submitted as per Annexure-Q.
2.3	CREENTIALS TO BE UPLOADED/SUBMITTED ALONGWITH TENDER DOCUMENTS:
2.3.1	Tenderer(s) should upload documents and certificates to show that he/they has/have satisfactorily carried out works of the type involved in the construction of the work being tendered for. He/they should also produce proof of the satisfaction of the Railway of his/their technical ability and financial stability to undertake the work of the magnitude tendered for.
2.3.2	The tenderer(s) shall upload with his/their tender a list of serviceable machinery, tools and plants, equipments and vehicles he/they has/have in hand for executing the work & those, he/they intends/intend to purchase.
2.3.2 (A)	The tenderer(s) must upload along with his/their tenders:-
(i)	Statement showing similar works executed by him/them Similar nature of work:-Any work involving supply, installation, Testing and commissioning of Integrated Security System/Video surveillance system/ Access Control, Personal & Baggage screening System, Explosive Detection & Disposal System and their integration.
(ii)	Certificates of successful completion of his/their work (As per Annexure-L of the tender document)
(iii)	A statement of all payments received against all successfully completed work/ works in progress of all types (not necessarily similar to type of work in this tender) indicating the Organizations/Units from which the payments have been received. Necessary certificates in this regard, from the authorities who made the payments, for three preceding financial years and the current financial year upto the date of opening of the tender should be upload, duly self-attested.
(iv)	A list of their Engineering Organization and equipments, construction Tools and Plants available with them.
(v)	Technical Eligibility Criteria
	<p>(a) The tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited: 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.</p> <p>(b) In case of tenders for composite works (e.g. works involving more than one distinct component, such as Civil Engineering works, S&T works, Electrical works, OHE works etc. and in the case of major bridges – substructure, superstructure etc.), tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited: Three similar works each costing not less than the amount equal to 30% of advertised value of each component of tender, or Two similar works each costing not less than the amount equal to 40% of advertised value of each component of tender, or One similar work each costing not less than the amount equal to 60% of advertised value of each component of tender. Note for (b) (i): Separate completed works of minimum required values shall also be considered for fulfillment of technical eligibility criteria for different components.</p> <p>(b) (ii) In such cases, any work or set of works shall be considered to be a separate component, only when cost of the component is more than ₹ Lakh/Crore each.(As per item (b) (ii) under 'Technical' in E-tender notice)</p> <p>(b)(iii) To evaluate the technical eligibility of tenderer, only components of work as stipulated in tender documents for evaluation of technical eligibility, shall be considered. The scope of work covered in other remaining components shall be either executed by tenderer himself if he has work experience as mentioned in clause 7 of the Standard General Conditions of Contractor through subcontractor fulfilling the requirements as per clause 7 of the Standard General Conditions of Contract or jointly i.e., partly himself and remaining through subcontractor, with prior approval of Chief Engineer in writing.</p> <p>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 fulfillment of technical eligibility. Such subcontractor must fulfill technical eligibility criteria as follows:</p> <p>The subcontractor shall have successfully completed at least one work similar to work proposed for subcontract, costing not</p>

	<p>less than 35% value of work to be subletted, in last 5 years, ending last day of month previous to the one in which tender is invited through a works contract.</p> <p>Note: for subletting of work costing up to Rs 50 lakh, no previous work experience of subcontractor shall be asked for by the Railway.</p> <p>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.</p> <p>Note for 2.3.2 A (v):-</p> <p>Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organisation, work experience certificate issued by Public listed company having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of closing of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates.</p> <p>In case tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate.</p>
(vi)	Financial Eligibility Criteria:
(a)	<p>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.</p> <p>The tenderers shall submit requisite information as per Annexure-VIB, along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet.</p>
(b)	<u>The following will be applicable in evaluating the eligibility/Explanation of Eligibility Criteria</u>
(i)	Substantially Completed Work means an ongoing work in which payment equal to or more than 90% of the present contract value (excluding the payment made for adjustment of Price variation (PVC), if any) has been made to the contractor in that ongoing contract and no proceedings of termination of contract on Contractor's default has been initiated. The credential certificate in this regard should have been issued not prior to 60 days of date of invitation of present tender.
(ii)	In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfillment of credentials.
(iii)	If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfillment of credentials.
(iv)	<p>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.</p> <p>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.</p>
(v)	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.
(vi)	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.
(vii)	In case of newly formed partnership firm, the credentials of individual partners from previous propriety firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in

	previous entity on the date of dissolution / split and their share in newly formed partnership firm. For example, a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of $0.3 \times 0.2 \times$ 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.
(viii)	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.
(ix)	In case of existing partnership firm if any new partner(s) joins the firm without any modification in the name and PAN/TAN no. of the firm, the credentials of partnership firm shall get enhanced to the extent of credentials of newly added partner(s) on the same principles as mentioned in item 6 above. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deeds, dissolution/splitting deeds and proof of surrender of PAN No.(s) in case of dissolution of partnership firm etc.
(x)	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.
(xi)	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.
(xii)	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.
(xiii)	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.
(xiv)	In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm.
(xv)	In case company A is merged with company B, then company B would get the credentials of company A also.]
Note (a):	If the tenderer(s) is a JV/Consortium, each partner of JV/Consortium should have good credentials and the JV/Consortium should meet the technical and financial eligibility criteria as per the guide lines given in Annexure K and K-1.
Note (b):	If the tenderer(s) is a Partnership Firm, the conditions and the technical & financial eligibility criteria will be applicable as per guidelines given in Annexure K-2.
(xv)	Bid Capacity: Applicable for tenders value more than Rs 20 Crore. For tenders having advertised value more than Rs 20 crore wherein eligibility criteria includes bid capacity also, the tenderer will be qualified only if its available bid capacity is equal to or more than the total bid value of the present tender. The available bid capacity shall be calculated as under: Available Bid Capacity = $[A \times N \times 2] - 0.33 \times N \times B$ Where, A = Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender), taking into account the completed as well as works in progress. N= Number of years prescribed for completion of work for which bids has been invited. B = Existing commitments and balance amount of ongoing works with the tenderer as per the prescribed of Railway for statement of all works in progress and also the works which are awarded to tenderer but yet not started upto the date of inviting of tender. Note: (a) The Tenderer(s) shall furnish the details of –

	<p>(i) Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender) for calculating A, and</p> <p>(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 upto the date of inviting of tender for calculating B. In case of no works in hand, a 'NIL' statement should be furnished.</p> <p>The submitted details for (i) and (ii) above should be duly verified by Chartered Accountant.</p> <p>(b) In case if a bidder is JV, the tenderer(s) must furnish the details of</p> <p>(i) Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender) by each member of JV for calculating A, and</p> <p>(ii) Existing commitments and balance amount of ongoing works with each member of JV either in individual capacity or as a member of other JV as per the prescribed 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 upto the date of inviting of tender for calculating B. In case of no works in hand, a 'NIL' statement should be furnished.</p> <p>The submitted details for (i) and (ii) above should be duly verified by Chartered Accountant.</p> <p>(c) Value of a completed work/work in progress/work awarded but yet not started for a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying his/her compliance to the above mentioned bid capacity in the tender under consideration.</p> <p>(d) The arithmetic sum of individual "bid capacity" of all the members shall be taken as JV's "bid capacity".</p> <p>(e) In case, the tenderer/s failed to submit the above statement along with offer, their/his offer shall be considered as incomplete and will be rejected summarily.</p> <p>(f) The available bid capacity of tenderer shall be assessed based on the details submitted by the tenderer. In case, the available bid capacity is lesser than estimated cost of work put to tender, his offer shall not be considered even if he has been found eligible in other eligibility criteria/tender requirement.</p>
(xvi)	No Technical and Financial credentials are required for tenders having value up to Rs 50 lakh.
2.4	CONSTITUTION OF THE FIRM:
2.4.1	<p>(i) The tenderer shall clearly specify whether the tender is submitted on his own (Proprietary Firm) or on behalf of a Partnership Firm / Company / Joint Venture (JV) / Registered Society / Registered Trust / HUF etc. The tenderer(s) shall enclose the attested copies of the constitution of their concern, and copy of PAN Card along with their tender. Tender Documents in such cases are to be signed by such persons as may be legally competent to sign them on behalf of the firm, company, association, trust or society, as the case may be.</p> <p><u>(ii) Following documents shall be submitted by the tenderer:</u></p>
(A)	<u>Sole Proprietorship firm:</u>
	All documents in terms of Para 10 of the Tender Form (Second Sheet) above. <u>(Standard Affidavit as per Annexure O-1)</u>
(B)	<u>Partnership Firm:</u>
	All documents as mentioned in para18 of the Tender Form (Second Sheet). <u>(Standard Performa as per Annexure O-2)</u>
(C)	<u>Joint Venture (JV):</u>
(1)	All documents as mentioned in para 17 of the Tender Form (Second Sheet). <u>(The MOU Format for this purpose is enclosed as Annexure K1).</u>
(2)	Notarised Power of Attorney/authorization duly executed by all JV constituents, in favour of the individual signing the tender document, negotiate, execute,sign etc. on behalf of the JV; and <u>(Standard Performa as per Annexure O-3)</u>
(3)	In addition, following documents must be upload/submit by the JV firms along with the tender:-

(i)	In case one or more of the members of the JV is/are partnership firm(s), following documents shall be submitted:
	<p>(a) The Partnership Firm should be registered with Registrar of Firms on or before date of opening. Tenderer shall upload document(s) in support of registration of firm with registrar of firms viz. Certificate of registration and copy of Register of firm (Form No. may vary from State to State) (As Applicable) etc. issued by registrar of firms. Tenderer shall also upload notarized copy of Partnership Deed or a copy of the Partnership deed registered with the Registrar.</p> <p>(b) A copy of consent of all the partners or individual authorized by partnership firm, to enter into the Joint Venture Agreement on a stamp paper. (Standard Performa as per Annexure O-4)</p> <p>(c) A notarized or registered copy of Power of Attorney (duly registered as per prevailing law) in favour of the individual to sign the MOU/JV Agreement on behalf of the partnership firm and create liability against the firm. (Standard Performa as per Annexure O-5)</p> <p>(d) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the bid ineligible or the contract shall be determined under Clause 62 of the Standard General Conditions of Contract.</p>
(ii)	<p>In case one or more members is/are Proprietary Firm or HUF, the following documents shall be enclosed:</p> <p>A copy of notarized affidavit on Stamp Paper declaring that his Concern is a proprietary Concern and he is sole proprietor of the Concern OR he who is signing the affidavit on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF. (Standard Affidavit as per Annexure O-6)</p>
(iii)	<p>In case one or more members of the JV is/are companies, the following documents shall be submitted:</p>
	<p>(a) A copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement. (Standard format as per Annexure-O-8)</p> <p>(b) Copy of Memorandum and Articles of Association of the Company duly registered as per prevailing law.</p> <p>(c) A copy of Authorization/copy of Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender, sign MOU/JV Agreement on behalf of the company and create liability against the company (Standard Performa as per Annexure O-7)</p> <p>(d) A copy of Certificate of Incorporation</p>
(iv)	<p>In case one or more members of the JV is/are LLP firm/s, the following documents shall be submitted:</p> <p>(a) A copy of LLP Agreement</p> <p>(b) A copy of Certificate of Incorporation of LLP</p> <p>(c) A copy of resolution passed by partners of LLP firm, permitting the Firm to enter into a JV agreement. (Standard proforma as per Annexure O-13)</p> <p>(d) A copy of Authorization /copy of Power of Attorney issued by the LLP firm (backed by resolution passed by the Partners) in favour of the individual, to sign the tender and/or sign the MOU/ JV agreement on behalf of the LLP and create liability against the LLP. (Standard proforma as per Annexure O-14)</p> <p>(e) 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.</p>
(v)	<p>In case one or more members of the JV is/are Society/s or Trust/s, the following documents shall be submitted:</p> <p>(i) A copy of Certificate of Registration</p> <p>(ii) A copy of Memorandum of Association of Society/Trust Deed</p> <p>(iii) A copy of Rules & Regulations of the Society</p> <p>(iv) A copy of Power of Attorney, in favour of the individual to sign the tender documents and create liability against the Society/Trust.</p>
(D)	Company:

	<p>If the tender is uploaded on behalf of a Company registered under Companies Act-2013, the tenderer must submit/upload the following documents:</p> <p>(i) Copy of the MOA(Memorandum of Association) and AOA(Article of Association) of the company</p> <p>(ii) A copy of Certificate of Incorporation</p> <p>(iii) A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company.<u>(Standard Performa as per Annexure O-9)</u></p> <p>(iv) All other documents in terms Para 10 of the Tender Form (Second Sheet) above. (vi) Board's</p>
(E)	Registered Society & Registered Trust:
	<p>(i) A copy of Certificate of Registration</p> <p>(ii) A copy of Memorandum of Association of Society/Trust Deed</p> <p>(iii) A copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust.</p> <p>(iv) A copy of Rules & Regulations of the Society</p> <p>(v) All other documents in terms of Para 10 of the Tender Form (Second Sheet) above.</p>
(F)	LLP (Limited Liability Partnership) Firm:
	<p>If the tender is submitted on behalf of a LLP Firm registered under LLP Act-2008, the tenderer shall upload alongwith the tender-</p> <p>(i) A copy of LLP Agreement</p> <p>(ii) A copy of Certificate of Incorporation</p> <p>(iii) A copy of Power of Attorney/Authorisation issued by the LLP Firm (Standard Performa as per Annexure O-11) alongwith notarised copy of resolution of partners (Standard proforma as per Annexure O-12) in favour of the individual to sign the tender on behalf of the LLP Firm. and create liability against the LLP.</p> <p>(iv) An undertaking by all partners of the LLP that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were / are partners/members. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.</p> <p>(v) All other documents in terms of Para 10 of the Tender Form (Second Sheet).</p>
G.	HUF:
	<p>(i) A copy of notarized affidavit on Stamp Paper declaring that he who is submitting the tender on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF</p> <p>(ii) All other documents in terms of Para 10 of the Tender Form (Second Sheet) above.</p>
2.4.1.1	<ul style="list-style-type: none"> • 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. • No change in the constitution of the firm/JV/sole proprietorship/partnership firm/company/ Registered Trust/Registered Society/LLP shall be permitted after opening of the tender except where necessitated due to the operation of succession law. <p>Note:</p> <ol style="list-style-type: none"> 1. If all the requisite documents pertaining to the constitution of the firm/ JV/ sole proprietorship/ partnership firm/ company/ Registered Trust/ Registered Society/ LLP etc., as specified in clause 2.4.1 above, are not submitted, offer will be considered as incomplete and shall be summarily rejected. 2. Standard Proforma/Affidavit O-1 to O-14 are given as per Constitution of Firm requirement in respective clause of Sole Proprietorship firm/Partnership firm/JV/Company Registered Trust/Registered Society/LLP for guidance purpose.

2.4.2	(a) <u>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.</u> (b) <u>NOTE: 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.</u>
2.5	INCOME TAX DEDUCTION:
2.5.1	Under Section 194-C of the Income Tax Act 1961, deduction of Incomtax tax amount plus surcharge as applicable on Income Tax will be made for sums paid for carrying out the work under this contract.
3.0	BID SECURITY: - Rs. 2,02,100/- (Rs. Two Lakhs Two Thousand One Hundred Only).
3.1.1	The Tenderer(s) shall keep the offer open for a minimum period of 60 days (in case of two packet system of tendering 90days) from the date of closing of the Tender. It is understood that the tender documents have been issued to the Tenderer(s) and the Tenderer(s), is / are permitted to tender in consideration of the stipulation on his / their part that after submitting his / their tender subject to the period being extended further, if required by mutual agreement from time to time, he will not resale from his offer or modify the terms and conditions thereof in a manner not acceptable to _____ Railway. Should the tenderer fail to observe or comply with the foregoing stipulation, the amount deposited or Bank guarantee bond submitted as Bid Security for the due performance of the above stipulation, shall be forfeited to the Railway.
4.0	ACCEPTANCE OF TENDER
4.1	(i) IF THE TENDERER (S) DELIBERATELY GIVES WRONG INFORMATION/CREDENTIALS/DOCUMENTS IN HIS/THEIR TENDERS AND THEREBY CREATE(S) CIRCUMSTANCES FOR ACCEPTANCE OF HIS/THEIR TENDER, RAILWAY RESERVES THE RIGHT TO REJECT SUCH TENDER AT ANY STAGE, BESIDES, SHALL SUSPEND THE BUSINESS upto TWO YEARS OVER IR”.
	(ii) If on verification of credentials, at the evaluation stage, it is found that the tenderer has submitted forged/fake documents in support of his offer, his Security deposit/Bank Guarantee (as the case may be) shall be forfeited besides suspending business with him/them upto five years over IR.
4.2	The authority for acceptance of the tenders rests with GM/PCSTE/CSTE/DyCSTE/SrDSTE or any other authority (as the case may be), who does not undertake to assign reasons for declining to consider any particular tender or tenders. He also reserves the right to accept the tender in whole or in part or to divide the tender amongst more than one tenderer if deemed necessary.
4.3	The successful tenderer/s shall be required to execute an agreement with the President of India acting through the GM/PCSTE/CSTE/Dy CSTE/Sr.DSTE or any other authority (as the case may be) for carrying out of the work as per agreed conditions.
4.3.1	The contractors operations and proceedings in connection with the works shall at all times be conducted during the continuance of contract in accordance with the laws, ordinance, rules and regulations for the time being in force and the contractor shall further observe and comply with the bye-laws and regulations of the Govt. of India, State Govt. and of Municipal & other authorities having jurisdiction in connection with the works or site over operations such as these are carried out by the contractor/s and shall give all notice required by such bye-laws and regulations. The Hospital and medical regulations in force for the time being shall also be complied with by the contractor/s and his workmen.
4.3.2	The contractor shall be responsible for the observance of the rules and regulations under the mines act and mineral rules and Indian Metallurgical rules and regulations of State/Central Govt. concerned as amended from time to time.
4.3.3	Contractor shall at all times keep the railway administration indemnified against all penalties that may be imposed by the Govt. of India or State Govt. for infringements or any of the clauses of the mines act and rules made there under in respect of quarries from which the ballast for these works is procured.
4.4	The tenderer/s shall not increase his/their rate in case the Railway Administration negotiates for reduction of rates. Such negotiations shall not amount to cancellation or withdrawal of the original offer and rates originally quoted will be binding on the tenderer/s.
4.5	The tenderer/s shall submit an analysis of rates if called upon to do so.
4.6	Non-compliance with any of the conditions set forth herein is liable to result in the tender being rejected.

4.7	<p><u>Variation in quantity</u> <u>Modification to Contract to be in Writing:</u> In the event of any of the provisions of the contract required to be modified after the contract documents have been signed, the modifications shall be made in writing and signed by the Railway and the Contractor and no work shall proceed under such modifications until this has been done. Any verbal or written arrangement abandoning, modifying, extending, reducing or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on the Railway unless and until the same is incorporated in a formal instrument and signed by the Railway and the Contractor, and till then the Railway shall have the right to repudiate such arrangements.</p> <p><u>Powers of Modification to Contract:</u> The Engineer on behalf of the Railway shall be entitled by order in writing to enlarge or extend, diminish or reduce the works or make any alterations in their design, character position, site, quantities, dimensions or in the method of their execution or in the combination and use of materials for the execution thereof or to order any additional work to be done or any works not to be done and the Contractor will not be entitled, to any compensation for any increase/reduction in the quantities of work but will be paid only for the actual amount of work done and for approved materials supplied against a specific order.</p>
4.7.1	<p>The tenderer/contractor will be bound to execute the additional quantities on the following terms and conditions.</p> <p><u>Valuation of Variations:</u> The enlargements, extensions, diminution, reduction, alterations or additions referred to in 4.7.1.1 of this Clause shall in no degree affect the validity of the contract; but shall be performed by the Contractor as provided therein and be subject to the same conditions, stipulations and obligations as if they had been originally and expressively included and provided for in the Specifications and Drawings and the amounts to be paid therefor shall be calculated in accordance with the accepted Bill(s) 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 these Conditions.</p>
4.7.1.1	<p><u>Variation in items whose Original agreement value is more than 1% of the total agreement value (Major value items)</u></p> <p>(i) Unless otherwise specified in the special conditions of the contract, the accepted variation in quantity of each individual item of the contract would be upto 25% of the quantity originally contracted, except in case of foundation work (in which no variation limit shall apply). However, the rates for the increased quantities shall be as per sub- para (iii) below.</p> <p>(ii) The Contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever upto the limit of 25% variation in quantity of individual item of works.</p> <p>(iii) In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, then same shall be executed at following rates</p> <ol style="list-style-type: none"> (a) Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender; (b) Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender; (c) Variation in quantities of individual items beyond 150% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.
4.7.1.2	<p><u>Variation to quantities of Minor Value Item:</u></p> <p>The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1 % of the total original agreement value.</p> <ol style="list-style-type: none"> (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; (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; (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.
4.7.1.3	<ul style="list-style-type: none"> • In case of earthwork items, the variation limit of 25% shall apply to the gross quantity of earthwork items and variation in the quantities of individual classifications of soil shall not be subject to this limit. • In case of foundation work, no variation limit shall apply and the work shall be carried out by the Contractor on agreed rates irrespective of any variation. • As far as Standard Schedule of Rates (SSOR) items are concerned, the variation limit of 25% would apply to the value of SSOR schedule(s) as a whole and not on individual SSOR items. However, in case of Non Standard Schedule of Rates (SSOR) items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).
5.0	<p><u>Security Deposit and Performance Guarantee on Acceptance of Tender</u></p>

5.1	<p>Security Deposit</p> <ul style="list-style-type: none"> • The security deposit/rate of recovery/mode of recovery on acceptance of tender shall be as under: <ul style="list-style-type: none"> • <u>The Security Deposit shall be 5% of the contract value.</u> • 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. • Further, in case of contracts having value equal to or more than ₹ 50 crores (Rs Fifty crore) the Security Deposit may be deposited as Bank Guarantee Bond also, issued by a scheduled bank after execution of contract documents, but before payment of 1st on account bill. Provided further that the validity of Bank Guarantee Bond shall be extended from time to time, depending upon extension of contract granted in terms of Clause 17 of the Standard General Conditions of Contract. • Note: After the work is physically completed as certified by competent authority, Security Deposit recovered from the running bills of a Contractor can be returned to him, if he so desires, in lieu of Term Deposit Receipt/irrevocable Bank Guarantee for equivalent amount from Scheduled Bank, to be submitted by him. The total security deposit recoverable from a contractor will not exceed the security amount recoverable at the rates mentioned above. • The security deposit shall be forfeited whenever the Contract is rescinded. The Security Deposit, unless forfeited in whole or in part according to the terms and conditions, shall be released to the contractor only after the expiry of maintenance period and after passing the final bill based on 'No Claim Certificate'. Thus before releasing the S.D., an unconditional and un-equivocal 'No Claim Certificate' from the Contractor concerned should be obtained. The competent authority should issue the certificate regarding the expiry of the maintenance period and passing of the Final Bill based on 'No Claim Certificate'. Note:-The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document within 5 working days before closing date for submission of bids. (As per Railway bord letter no.2022/CE-I/CT/GCC-2022/Policy dt. 13.12.2022).
5.1.1	<p>Refund of Security Deposit: Security Deposit shall be returned to the Contractor along with or after the following:</p> <ol style="list-style-type: none"> (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) Issue of Maintenance Certificate on expiry of the maintenance period as per clause 50. (1) of GCC. <p>Note: - The Competent Authority to issue above Maintenance Certificate shall normally be the authority who is competent to sign the contract. If this Competent Authority is of the rank lower than JA Grade, then a JA Grade Officer (concerned with the work) should issue the certificate.</p>

	The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the Contractor and that there is no due from the Contractor to Railways against the contract concerned.
5.1.2	<p>Forfeiture of Security Deposit:</p> <ul style="list-style-type: none"> • 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. • No interest shall be payable upon the Bid Security and Security Deposit or amounts payable to the Contractor under the Contract, but Government Securities deposited in terms of Sub-Clause 16.4(b) of this clause will be payable with interest accrued thereon.
5.2	<p>Performance Guarantee: The procedure for obtaining Performance Guarantee is outlined below: 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 22ndday after the date of issue of LOA. Further, if the 60thday happens to be a declared holiday in the concerned office of the Railway, submission of PG can be accepted on the next working day. In all other cases, if the Contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated. In case contract is terminated railway shall be entitled to forfeit Bid Security and other dues payable to the contractor against that particular contract, subject to maximum of PG amount. In case a tenderer has not submitted Bid Security on the strength of their registration as a Startup recognized by Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect. The failed Contractor shall be debarred from participating in re-tender for that work.</p> <p>(a) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 5% of the original contract value: -: (Format as per Annexure-A)</p> <ul style="list-style-type: none"> (i) A deposit of cash; (ii) Irrevocable Bank Guarantee; (iii) Government Securities including State Loan Bonds at 5% below the market value; (iv) Pay Orders and Demand Drafts tendered by any Scheduled Commercial Bank of India; (v) Guarantee Bonds executed or Deposits Receipts tendered by any Scheduled Commercial Bank of India; (vi) Deposit in the post office saving Bank; (vii) Deposit in the National savings Certificates; (viii) Twelve years National Defence Certificates; (ix) Ten years Defence Deposits; (x) National Defence bonds and (xi) Unit trust certificates at 5% below market value or at the face value whichever is less. (xii) FDR in favour of FA&CAO (free from any encumbrance). <p>Note:- The instruments as listed above will also be acceptable for Guarantees in case of mobilization advance. All the instruments mentioned in (i) to (xii) above should be in favour of Sr.DFM/JHS/NCR.</p> <p>(c) (i) A Performance Guarantee shall be submitted by the successful Bidder after the letter of acceptance has been issued, but before signing of the agreement. This PG shall be initially valid up to the stipulated date of completion plus 60 (Sixty) days beyond that. In case, the time of completion of work gets extended, the contractor shall get the validity of PG extended time for completion of work plus 60 (Sixty) days.</p> <p>(d) The value of PG to be submitted by the Contractor is based on original contract value and shall not change due to subsequent variation(s) in the original contract value.</p> <p>In case during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Guarantee amounting to 5% (five percent) for the excess value over the original contract value shall be deposited by the contractor.</p> <p>On the other hand, if the value of Contract decreases by more than 25% of the original contract value, Performance Guarantee amounting to 5% (five percent) of the decrease in the contract value shall be returned to the contractor. The PG amount in excess of required PG for decrease contract value, available with Railways, shall be returned to contractor as per their request duly safeguarding the interest of Railways.</p>

	<p>(e) The Performance Guarantee (PG) shall be released after the Physical completion of the work based on the "Completion Certificate" issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily. The competent authority shall normally be the authority who is competent to sign this contract. If the competent authority is of the rank lower than JA Grade, then a JA Grade Officer (concerned with the work) should issue certificate. The security deposit shall, however, be released only after expiry of the maintenance period and after passing the final bill based on 'No claim certificate' from the contractor.</p> <p>(f) In the event of any or several of the courses, referred to in Clause 62-(1) of standard GCC, being adopted:</p> <p>(i) The Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any commitments or made any advances on account of or with a view to the execution of the works or the performance of the contract and Contractor shall not be entitled to recover or be paid any sum for any work thereto for actually performed under the contract unless and until the Engineer shall have certified the performance of such work and the value payable in respect thereof and the Contractor shall only be entitled to be paid the value so certified.</p> <p>(ii) In the contract which has been rescinded as a whole, the Security Deposit already with railways under the contract shall be encashed/ forfeited and the Performance Guarantee already submitted for the contract shall be encashed. The balance work shall be got done independently without risk & cost of the failed Contractor. The failed Contractor shall be debarred from participating in the tender for executing the balance work. If the failed Contractor is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm. Further the authorized representative of failed Contractor cannot be accepted as authorized representative in new contract.</p> <p>(iii) In the contract rescinded in part or parts,</p> <p>(A) The full Performance Guarantee for the contract shall be recovered. No additional Performance Guarantee shall be required for balance of work being executed through the part terminated contract. The contract value of part terminated contract stands reduced to the balance value of work under the contract.</p> <p>(B) The Security Deposit of part terminated contract shall be dealt as per clause 16(2) of GCC.</p> <p>(C) The defaulting Contractor shall not be issued any completion certificate for the contract.</p> <p>(D) The balance work shall be got done independently without risk & cost of the failed Contractor. The failed Contractor shall be debarred from participating in the tender for executing the balance work. If the failed Contractor is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm.</p> <p>(E) Further the authorized representative of failed Contractor will not be accepted as authorized representative in new contract.</p> <p>(F) The Engineer or the Engineer's Representative shall be entitled to take possession of any materials, tools, implements, machinery and buildings on the works or on the property on which these are being or ought to have been executed, and to retain and employ the same in the further execution of the works or any part thereof until the completion of the works without the Contractor being entitled to any compensation for the use and employment thereof or for wear and tear or destruction thereof.</p> <p>(G) The Engineer shall as soon as may be practicable after removal of the Contractor fix and determine ex-parte or by or after reference to the parties or after such investigation or enquiries as he may consider fit to make or institute and shall certify what amount (if any) had at the time of rescission of the contract been reasonably earned by or would reasonably accrue to the Contractor in respect of the work then actually done by him under the contract and what was the value of any unused, or partially used materials, any constructional plant and any temporary works upon the site. The legitimate amount due to the Contractor after making necessary deductions and certified by the Engineer should be released expeditiously.</p> <p>(g) The Engineer shall not make a Claim under the Performance Guarantee except for amount to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:</p> <p>(i) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above in which event the Engineer may claim the full amount of the Performance Guarantee.</p> <p>(ii) Failure by the contractor to pay President of India any amount due, either as agreed by the Contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer.</p> <p>(iii) The Contract being determined or rescinded under clause 62 of these conditions.</p>
5.3	<u>Participation of Railway PSUs:</u> Please refer the item (5.2) (c) ((1), (2) and (3)) above.
6.0	<u>CONDITIONS OF CONTRACT AND SPECIFICATIONS</u>

6.1	Except where specifically stated otherwise in the tender documents the work is to be carried out in accordance with (i) Indian Railways Standard General Conditions of Contract, April 2022 amended from time to time and upto date. These standard GCC are available on Railway Board website for download.(www.indianrailways.gov.in)
6.2	<p>Order of Precedence of Documents: In a tender/contract, in case of any difference, contradiction, discrepancy, with regard to Conditions of tender/contract, Specifications, Drawings, Bill of quantities etc., forming part of the tender/contract, the following shall be the order of precedence:</p> <ol style="list-style-type: none"> i. Letter of Acceptance/ Letter of Award ii. Bill(s) of Quantities iii. Special Conditions of Contract iv. Instruction to Tenderer v. Technical Specifications as given in tender documents vi. Technical Drawings issued from RDSO, Zonal railways etc. vii. Indian Railways Standard General Conditions of Contract updated with correction slips issued up to the date of inviting of tender or as otherwise specified in the tender document. viii. Indian Railways Unified Standard Specifications (IRUSS-2019) updated with correction slips issued up to date of opening of tender or as otherwise specified in the tender document. ix. Indian Railways Unified Standard Specifications (Works and Material) 2010 updated with correction slips issued up to date of opening of tender or as otherwise specified in the tender document. x. IR Specifications/Guidelines updated with correction slips issued up to date of opening of tender or as otherwise specified in the tender document. xi. Relevant B.I.S. Codes updated with correction slips issued up to date of opening of tender or as otherwise specified in the tender document.
7.0	<u>STUDY OF DRAWINGS AND LOCAL CONDITIONS</u>
7.1	The drawings for the works can be seen in the office of the Sr.DSTE/JHS. It should be noted by tenderer/s that these drawings are meant for general guidance only and the Railway may suitably modify them during the execution of the work according to the circumstances without making the Railways liable for any claims on account of such changes.
7.2	The tenderer/s is/are advised to visit the site of work and investigate actual conditions regarding nature and conditions of soil, difficulties involved due to inadequate stacking space, due to built up area around the site, availability of materials water and labour probable sites for labour camps, stores, godowns, etc. They should also satisfy themselves as to the sources of supply and adequacy for their respective purpose of different materials referred in the specifications and indicated in the drawings. The extent of lead and lift involved in the execution of works and any difficulties involved in the execution of work should also be examined before formulating the rates for complete items of work described in the schedule.
7.3	<p><u>Fencing at work site</u></p> <p>Contractor(s) while executing the work shall provide suitable fencing/barricading to protect/segregate the existing Railway line and Railway passengers from any damage and un-toward incident, as per the directions or plan approved by Engineer-in-charge. The payment of barricading/fencing shall be paid under the relevant N.S. item if required. No work will be started till the fencing/barricading is provided and clearance in writing is issued by the Engineer-in-charge.</p>
7.3.1	Suitable gates/barriers should be installed across the new embankment, preferably adjoining the manned/unmanned level crossings. The entry for the vehicles should be regulated by an authorized representative of the Engineer-in-charge during the working hours.
7.4	<p><u>Safety Gear :</u></p> <p>During execution of the work, contractors shall ensure that all safety precautions are taken by their men to protect themselves and site to prevent any untoward incident. In this regard contractor will ensure that adequate number of safety helmets, safety belts, safety jackets with reflective arm band, rope, ladders emergency light etc. are available at site before the work is actually started. The above list is only indicating and is not exhaustive and safety item will be arranged as per the requirement. Railway reserve the right to stop the work in the absence of proper safety gear and no claim shall be entertained in this regard. Decision of the Engineer-in-charge will be final and binding upon the contractor. The cost of all the safety gear is deemed to have been included in the rates quoted and nothing extra is payable under this contract.</p>
8.0	<u>PERIOD OF COMPLETION</u>
8.1	The entire work is required to be completed in all respects within 6 months from the date of issue of Acceptance letter/ Telegram. Time is the essence of contract. The contractor/s will be required to maintain speedy and required progress to the satisfactions of the Engineer to ensure that the work will be completed in all respects within the stipulated period failing which action may be taken by the Railway Administration in terms of Clause 16 and/or 17 and/or 62 (as applicable) of the Indian Railways Standard General Conditions of Contract, April 2022 amended from time to time and up to date.
8.2	The contractor/s shall arrange to execute the different items of works in close consultation with and as per directions of the Engineer so that other works being executed in the same area either departmentally or through another agency are also progressed concurrently. It may be noted, however, that any delay in the execution of departmental works, for whatsoever reason shall not be accepted as an excuse for non-performance of the contract.

8.3	The contractor/s will be required to give Sr.DSTE/JHS Officer incharge, a monthly progress report of the work done during the month on 4 th of the following month. He will also give to the Sr.DSTE/JHS Officer incharge, the programme of work to be done in coming month by 25 th of the preceding month. The programme will be subject to alteration or modifications at the direction of the Railways, who may discuss such modifications or alterations with the contractor as considered necessary. Approval of any programme shall not in any way relieve the contractor from any of his obligations to complete the whole of the work by the prescribed time or extended time, if any.
8.4	Bonus payment Clause
8.4.1	In open tenders having advertised value more than Rs.50 crore and original period of completion 12 months or more, when there is no reduction in original scope of work by more than 10%, and no extension granted on either railway or Contractor's account, Contractor shall be entitled for a bonus of 1% for each 30 days early completion of work. The period of less than 30 days shall be ignored while working out bonus. The maximum bonus shall be limited to 5% of original contract value. The completion date shall be reckoned as the date of issuance of completion certificate by Engineer.
9.0	<u>RATES FOR PAYMENT</u>
9.1	The rates given in the attached schedule of rates tendered by the contractor and as accepted by the Railways will form the basis of payment for such items under this contract.
9.2	No material price variation or wages escalation on any account whatsoever the Compensation for 'Force Majeure' etc. shall be payable under this contract except price escalation clause payable as per price escalation clause, if any, provided separately in the tender documents.
9.3	The rates for any item of work not included in the (Schedule of Items, Rates and Quantities) and which the contractor may be called upon to do by Railway Administration shall be fixed by the supplementary written agreement between the contractor and the Railway before the particular item or items of work is/are executed. In the event of such agreement not being entered into and executed, the Railway may execute these works by making alternative arrangements. Railways will not be responsible for any loss or damages on this account.
9.3.1	The contractor shall work in close co-operation with the contractors, departmental staff working in the adjacent sections of railway & local authorities.
9.4	It should be specifically noted by the tenderers that no separate loading, unloading and leading charges for materials (which are supplied by the Railway) shall be paid for by the Railways and the rates quoted by the tenderer/s shall be inclusive of all these charges.
9.5	The item numbers, description, units and rates given in schedule of rates are as per NCR, Schedule of Rates, and any discrepancy during the execution of the work in the working rates, quantity and units etc. should be rectified by reference to the printed schedule of rates which be treated as authority and will be binding on the contractor.
9.6	Should there arise any items which may be necessary for the completion of work but which does not appear in the Schedule of Items, Rates and Quantities attached with tenders, its rate will be fixed by analysis of actual inputs of all types including labour and material or derived from the labour and material rates. The rates for such non-scheduled items occurring during the course of construction shall be payable subject to the approval of the competent authority. <u>No items or work requiring non-schedule rates will be carried out unless ordered to do so in writing by the Engineer.</u>
9.7	Payment for the work done will be made to the contract Standard Schedule of Rates or only when the formal agreement has been executed between the parties.
9.8	The rates quoted by the contractor and accepted by Railway as per Schedule of Items, Rates and Quantities shall form the basis of 'on <u>account payment</u> ' or the various items under this contract. <u>The formal Contract Agreement shall be as per format at Annexure-S.</u>
9.9	In the course of execution of various items of work under schedule of Items, Rates and Quantities, running bills (On account) payment for partly completed works will be made to the contractor. The quantum of such work for payment shall be decided by the Engineer-in-charge whose decision shall be final and binding on the contractor.
9.10	No 'On account payment' by the Railway shall protect the contractor/s against or prevent the Railway from recovering from the contractor/s any over payment made to him/them.
9.11	Final payment of the balance amount due, exclusive of the security deposit required in terms of Clause-5 of these ITT, will be made after the completion of the entire work and on the certification of the Engineer that work has been completed in all respects and found satisfactory. The security deposit will be refunded after the date of completion according to Clause 5.1 of these conditions.
9.12	<u>Final SUPPLEMENTARY AGREEMENT</u> After the work is completed or otherwise concluded by the parties with mutual consent, and taken over by the Railway as per terms and conditions of the contract agreement, and full and final payment is made by the Railway to the contractor for work done and there is unequivocal no claim on either side under the contract, the parties shall execute the final supplementary agreement, if applicable, as per <u>Annexure-B.</u>

10.0	<u>SETTING OUT WORKS</u>
10.1	The contractor is to set out the whole of the work in consultation with the engineer or an official to be deputed by the Engineer and during the progress of works to amend on the requisition of the Engineer any errors, which may arise there in and provide efficient and sufficient staff and labour thereon. The contractor shall also alter or amend any errors in the dimension lines on levels to the satisfaction of the Engineer or his authorized representative without claiming any compensation for the same.
10.2	The contractor shall provide, fix and be responsible for maintenance of all stocks, templates, profiles, land marks, points, burjies, monuments, center line pillars, reference pillars, etc and shall take all necessary precautions to prevent their being removed altered or disturbed and will be responsible for the consequence of such removal, alterations or disturbance and for their efficient reinstatement.
10.3	The contractor shall protect and support, as may be required or as directed by the Engineer, all building, fences, walls, towers, drains, road paths, waterways, foreshores banks, bridges, Railway ground and overhead electric lighting, the telegraphs/ telephones and crossing water service Main pipes and cables and wires and altogether matters and things of whatever kind not otherwise herein specified other than those specified or directed to be removed or altered which may be interfered with or which likely to be affected disturbed or endanger by the execution completion of maintenance of the works and shall support provided under this clause to such cases as directed by the Engineer. No payment shall be made by the Railway to the contractor for these works on account of delay for re-arrangement of road traffic or in the contractor having to carry out the short lengths and in such places as per conditions and circumstances may warrant. These will not form the basis of any claim and or dispute for compensation of any kind.
11.0	<u>DRAWINGS FOR WORKS:</u>
11.1	The Railway Administration reserves the right to modify the plans and drawings as referred to in the special data and specifications as also the estimate and specifications without assigning any reasons as and when considered necessary by the railway. The percentage rates for the schedule items and items rates for the non-schedule items quoted by the contractor as may be accepted by the railways will, however, hold good irrespective of any changes, modifications, alterations, additions, omissions in the locations of structures and detailed drawings, specifications and/or the manner of executing the work.
11.2	It should be specifically noted that some of the detailed drawings may not have been finalized by the railway and will, therefore, be supplied to the contractor as and when they are finalized on demand. No compensation whatsoever on this account shall be payable by the Railway Administration.
11.3	No claim whatsoever will be entertained by the Railway on account of any delay or hold up of the work/s arising out of delay in approval of drawings, changes, modifications, alterations, additions, omission and the site layout plans or details drawings and design and or late supply of such material as are required to be arranged by the Railway or due to any other factor on Railway Accounts.
12.0	<u>SUPPLY OF MATERIALS BY THE RAILWAYS</u>
12.1	If at any time, material which the contractor/s should normally have to arrange himself/themselves, are supplied by the Railway either at the contractor's request or in order to prevent any avoidable delay in the execution of work due to the contractor's inability to make adequate timely arrangements for supply thereof or for any other reason, recovery will be made from the contractor's bill either at the market rate prevailing at the time of supply or at the book rate whichever is greater, plus fixed departmental charges viz. Freight at 5%, incidental charges at 2% and added on total cost supervision charges at 12½%. No carriage or incidental charges will be borne by the Railway. The contractor cannot, however, claim as a matter of right the issue of such material by the Railway which he/they is required to arrange himself/themselves in accordance with the terms and conditions of this contract.

<p>12.1.1</p> <p>12.1.2</p> <p>12.2</p>	<p>In case, cement and/or steel is issued to the contractor/s free of cost or on cost to be recovered for use on the work, the supply thereof shall be made in stages limited to the quantity/ quantities computed by the Railway according to the prescribed specifications and approved drawings as per the agreement. The cement and/or steel issued in excess of the requirements as above shall be returned in perfectly good conditions by the contractor to the Railway immediately after completion or determination of the contract. If the contractor/s fail/s to return the said stores, then the cost of cement and/or steel issued in excess of the requirement computed by the Railway according to the specifications and approved drawing will be recovered from the contractor/s @ twice the prevailing procurement cost at the time of last issue viz. 2 X (purchase price + 5% freight only).</p> <p>This will be without prejudice to the right of the Railway to take action against the contractor/s under the conditions of the contract for not doing/completing the work according to the prescribed specifications and approved drawings. If it is discovered that the quantity of cement and or steel used is less than the quantity ascertained as herein before provided, the cost of the cement and/or steel not so used shall be recovered from the contractor/s on the basis of the above stipulated formula.</p> <p>The contractor shall be responsible for the safe transport custody and storage of all Railway materials issued to him and he will be liable to make good the loss due to any cause whatsoever, that may be suffered by the Railway on this account. Special precautions should be taken in respect of cement while transporting cement, steps should be taken to safeguard against cement becoming damp or wet due to moisture or rain. The transit insurance shall be done by the contractor for materials like cables, IPS, LED, UFSBI, Ale Counter etc. which are supplied by Railways. The contractor will also be responsible for storing cement in damp proof conditions at site of work at his own cost in accordance with the standard specifications. The Engineer shall decide whether the cement stored in the godown is fit for the work and his decision shall be final and binding on the contractor/s.</p> <p>The contractor should supply a schedule showing the requirements of explosives/materials required to be supplied to him by the Railway based on detailed plans. The materials will be arranged by the Railway according to this schedule unless otherwise modified by the Railway due to additions or alterations in the approved plans. No claim whatsoever will be entertained by the Railway on account of late supply of such materials as are required to be arranged by the Railway.</p>
<p>13.0</p> <p>13.1</p> <p>13.2</p> <p>13.3</p> <p>13.4</p> <p>13.5</p>	<p><u>SUPPLY OF MATERIALS BY THE CONTRACTOR/S</u></p> <p>Materials used in the work by the contractor shall conform to the NCR Standard Specifications and the relevant I.S.I./I.R.S/RDSO/RITES/TEC etc. Specifications, and should be approved by the Engineer before utilizing them on works.</p> <p>It should be clearly understood that the tendered rates include wastage and wash away due to rains, storms, floods or any other cause whatsoever.</p> <p>No loading, unloading, lead, lift, stacking, octroi, sales tax, toll tax, royalty or any other charges will be paid for the materials, tools and plants and tools arranged and brought by the contractor to the site of work.</p> <p>The rates quoted by the contractor as per Schedule of Items, Rates and Quantities shall form the basis of 'on <u>account payment</u>' or the various items under this contract.</p> <p>In the course of execution of various items of work under schedule of Items, Rates and Quantities running bills payment for partly completed works will be made to the contractor. The quantum of such work for payment shall be decided by the Engineer-in-charge whose decision shall be final and binding on the contractor.</p>

13.6	No 'on account payment' by the Railway shall protect the contractor/s against or prevent the Railway from recovering from the contractor/s any over payment made to him/them.
13.7	Final payment of the balance amount due, exclusive of the security deposit required in terms of Clause-5 of these ITT, will be made after the completion of the entire work and on the certification of the Engineer that work has been completed in all respects and found satisfactory. The security deposit will be refunded after the date of completion according to Clause 5.1 of these conditions.
14.0	<u>EMERGENCY WORK</u>
4.1	In the event of any accident or failure occurring in or about the work of arising out for or in connection with the construction completion or maintenance of the work which in the opinion of the Engineer require immediate attention, the Railway may be with its own workmen or other agency execute or partly execute the necessary work or carry out repairs if the Engineer considers that the contractor is not in a position to do so in time and charge the cost thereof, as to be determined by the Competent authority of Railways, to the contractor.
14.2	In terms of clause 32 of Indian Railways Standard General Conditions of Contract April 2022 and amended from time to time and upto date; The materials and plant brought by the Contractor upon the site or on the land occupied by the Contractor in connection with the works and intended to be used for the execution thereof shall immediately be deemed to be the property of the Railway. Such of them as during the progress of the works are rejected by the Engineer under Clause 25 of Standard GCC or are declared by him not to be needed for the execution of the works or such as on the grant of the certificate of completion remain unused shall immediately on such rejection, declaration or grant cease to be deemed the property of the Railway and the Contractor may then (but not before) remove them from the site or the said land. This clause shall not in any way diminish the liability of the Contractor nor shall the Railway be in any way answerable for any loss or damage which may happen to or in respect of any such materials or plant either by the same being lost, stolen, injured or destroyed by fire, tempest or otherwise. Moreover, the vehicles, equipments, plant and machinery of the contractor can be drafted by the Railway Administration at their discretion in case of accidents, natural calamities involving human lives, breaches, stoppage of train operations or any contingencies which require such requisitioning as essential. The decision in this regard of the Engineer-in-charge or his superiors shall be final and beyond the ambit of arbitration clause.
14.3	In terms of clause 2.3.2 (A) (iv), tenderer is required to submit the list of equipment, machinery, construction tools and plants available /deployed at site. The successful tenderer on receipt of acceptance letter and conveying their consent shall submit name, addresses, telephone numbers, Fax number/E Mail address of the persons to be contacted for requisitioning the above items as detailed in forgoing clause 14.2 and notify from time to time if any change in the list of equipments/machinery or the addresses/ individuals to the Engineer-in-charge in writing. The name and address, telephone numbers and the contractor officials name shall also be displayed at the site of work.
14.4	The manpower, consumable items and maintenance of the above tools and plants when requisitioned shall be the responsibility of the tenderer/contractor so that the equipments, machinery, tools and plants shall be available for effective utilization at the accident sites, natural calamities, breaches sites etc.
15.0	<u>NIGHT WORK</u>
15.1	If the Engineer is satisfied that the work is not likely to be completed in time except by resorting to night work, he may order without confirming any right on the contractor for claiming any extra payment for the same.
16.0	<u>DISPOSAL OF SURPLUS EXCAVATED MATERIALS</u>
16.1	The contractor shall at all time keep the site free from all surplus earth, surplus materials, and all rubbish which shall arise from the works and should dispose of the surplus excavated materials as ordered by the Engineer failing which it will be done at the cost of the contractor and cost will be deducted from his dues.
16.2	The contractor shall within 15 days of completion of entire works remove all unused and surplus materials tools and plants staging and refuge or other materials produced by his operations and shall leave the site in a clear and tidy conditions.
17.0	<u>SITE INSPECTION REGISTER</u>
17.1	A site inspection register will be maintained by the Engineer or his representative in which the contractor will be bound to sign day to day entries made by the Engineer or his representative. The contractor is required to take note of the instructions given to him through the site inspection register and should comply with the same within a reasonable time. The contractor will also arrange to receive all the letters etc. issued to him at the site of works.
	The contractor shall, from time to time (before the surface of any portion or the site is interfered with or the work

17.2	<p>thereon begun) take such levels as the Engineer may direct in his presence or any person authorised by him in writing. Such levels approved and checked by him or such authorised persons shall be recorded in writing and signed by the contractor and shall form the basis of the measurements. Immediately before any portion of the work, below water level is started, the existing water levels are to be taken and recorded in a similar manner.</p> <p>The contractor shall have to make and maintain at his own cost suitable approach road and path, etc for proper inspection of the various works. He shall also provide all facilities as required by the Engineer such as Ladder and other appliances for satisfactory inspection of the works and places where materials for the work are stored or prepared.</p>
17.3	<p>The contractor shall have to make and maintain at his own cost suitable approach road and path, etc for proper inspection of the various works. He shall also provide all facilities as required by the Engineer such as Ladder and other appliances for satisfactory inspection of the works and places where materials for the work are stored or prepared.</p>



18.0	<u>OPENING UP OF WORK OR MATERIALS FOR INSPECTION OR TEST:</u>
18.1	Should the Engineer, or any representative consider it necessary for the purpose of enabling inspection of tests analysis to be made to verify or ascertain the quality of any part of the works or of any materials, the contractor shall as and when required by the Engineer or his representatives open up the work or materials for inspection or test or analysis, pull down or cut into any part of the work to make such openings, into under or through any part of the works as may be directed and shall/provide all things facilities which in the opinion of the Engineer or his representative are necessary and essential for the purpose of inspection or test or analysis of the works or of any part thereof or the materials, or of workmanship and the contractor shall close up, cover, rebuild and made good the whole at his own cost, as and when directed by and to the satisfaction of Engineer provided always that of the work in the opinion of the Engineer is found to his satisfaction and in accordance with the contract. The excess expenditure in such examination, inspection or test shall, upon the certificate of the engineer, be borne by the -Contractor.
19.0	GENERAL
19.1	<p><u>PROVISION OF LIGHT SIGNALS ETC.</u></p> <p>The contractor/s shall make such provision for lighting the works, materials and plant and provide all such marks and lights, signals and other appliances as may be necessary or as may be required by the Engineer or other responsible authorities during the execution completion and maintenance of the work and shall provide all labour, stores, etc. required for their efficient working and use at any time of day or night. He/They shall also provide all arrangement of every description of watching and maintenance required in connection with the foregoing and all other services for protection of any securing all dangerous places whether to the contractor's workmen or to other persons and or vehicular traffic until the work is certified by the engineer to have been completed and taken over in accordance with the contract.</p> <p>The contractor/s will provide upon the works to the satisfaction of the Engineer and at such, places as he may nominate, proper and sufficient life saving, fire fighting and first aid appliances which shall at all times be available for use.</p>
19.2	<u>LABOUR</u>
19.3	<p><u>As per clause 54 of the standard GCC, the contractor shall ensure the compliance to the various acts related to the labour welfare viz. Provision of the Minimum wages act 1948, Apprentices Act 1961, Payments of Wages Act 1936, Provisions of Contract labour (Regulation and Abolition) Act 1970, Provisions of Employees provident Fund and Miscellaneous Provisions Act 1952, Provisions of Workmen's Compensation Act 1923, etc. and other latest acts/provisions as per Govt. of India.</u></p> <p><u>NOTE: As per latest Railway board policy regard+ing utilisation of skilled workers in Government contracts, the contractor shall preferably deploy minimum 10% of his total workforce as certified skilled workers. Contract shall be able to procure a certificate to this effect whenever asked to do so by Railways.</u></p>
19.4	<u>LABOUR CAMPS</u>
19.5	<p>The Contractor shall at his own expense make adequate arrangements for the housing, supply of drinking water and provision of latrines and urinals for his staff and workmen, directly or through the petty Contractors or sub-contractors and for temporary creche (Bal-Mandir) where 50 or more women are employed at a time. Suitable sites on Railway land, if available, may be allotted to the Contractor for the erection of labour camps, either free of charge or on such terms and conditions that may be prescribed by the Railway. All camp sites shall be maintained in clean and sanitary conditions by the Contractor at his own cost.</p> <p>The Railway Administration may recommend to the concerned authorities the issue of necessary transport permits for the work. The contractor shall, however, furnish full justification for the above facilities, to enable the Railway Administration to address the State Government or other authorities in this connection. The contractor shall also maintain regular log book of receipts and issue of the materials to work, if so required by the Civil Authorities. No claim would, however, be entertained by the non-issue of any priority permits or owing to any interruption in supply.</p>
19.6	No claim for idle labour and or idle machinery etc. on any account will be entertained. Similarly no claim shall be entertained for business loss or any such loss.
19.6	<u>Non-Employment of Labourers below the age of 15:</u> The Contractor shall not employ children below the age of 15 as labourers directly or through petty Contractors or subcontractors for the execution of work. (Para 60(1) of standard GCC of April 2022)

20.0	<p><u>Levy of Token Penalty</u></p>
20.1	<p><u>Extension of Time for delay due to Contractor (Clause 17-B of GCC):</u></p>
	<p>(i) <u>With liquidated Damage (LD):</u> <i>If the Contractor fails to complete the works within the time as specified in the contract for the reasons other than the reasons specified in Clause 17 and 17-A of standard GCC, 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-R) 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 following rates of Liquidated Damages as decided by Engineer, between 0.05% to 0.30% of contract value of the works for each week or part of the week.</i></p> <p>For the purpose of this Clause, the contract value of the works shall be taken as value of work as per contract agreement including any supplementary work order/contract agreement issued. Provided also, that the total amount of liquidated damages under this condition shall not exceed 5% of the contract value or of the total value of the item or groups of items of work for which a separate distinct completion period is specified in the contract.</p> <p>Provided further, that if the Railway is not satisfied that the works can be completed by the Contractor and in the event of failure on the part of the contractor to complete the work within further extension of time allowed as aforesaid, the Railway shall be entitled without prejudice to any other right or remedy available in that behalf, to appropriate the contractor's Security Deposit and rescind the contract under Clause 62 of these Conditions, whether or not actual damage is caused by such default.</p>
21.0	<p><u>TAXES.</u></p> <p>The contractor shall be governed by the Taxes applicable at the place of actual execution of work. Taxes on works contract, octroi, royalty, toll tax, local tax on materials as well as services and any other tax levied by Central Govt /State Govt. or local bodies shall be borne by the tenderer. No part of such taxes on contractor's labour/material or any other account will be paid by the Railways. Therefore, the contractor must ascertain the various taxes levied by the concerned Govt or local bodies at the place of execution of work and take into account for the same while quoting the rates.</p> <p>Note</p>
21.1	<p>(i) Works contracts shall be treated as supply of services as per GST Act.</p>
21.2	<p>(ii) GST Act and Rules issued from time to time by the Government/ concerned authorities shall be applicable.</p>
21.3	<p>(iii) If rates of existing GST or cess on GST for Works Contract is increased or any new tax /cess on Works Contract is imposed by Statute after the date of opening of tender but within the original date of completion/date of completion extended under clause 17 & 17A and the Contractor thereupon properly pays such taxes/cess, the Contractor shall be reimbursed the amount so paid. (Para 37, Page 61 of GCC of April 2022)</p> <p>Further, if rates of existing GST or cess on GST for Works Contract is decreased or any tax/cess on Works Contract is decreased / removed by Statute after the date of opening of tender, the reduction in tax amount shall be recovered from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India. (Para 37, Page 61 of GCC of April 2022)</p>
21.4	<p>(iv) Contractor/ suppliers/ service providers/ parties shall register their firms State wise under GSTIN (GST Identification Number) and submit at the time of opening of tender or before the signing the agreement and shall mention place of business, registered office address and email id.</p> <p>If there is any increase/decrease/imposition of new tax/removal of existing tax by Central Govt/State Govt/Local bodies (including GST) in respect to any of the tax mentioned above, the same shall be refunded/borne to/by the contractor. This should also be kept in view before tendering, as no subsequent changes will be made in the rates payable to the contractor on this account.</p>
	<p>Railways will deduct the taxes specified by the concerned Central Govt/State Govt/Local bodies if required to be deducted at source under the relevant laws as applicable on the date of making the payment. Railway will issue a certificate regarding tax so deducted. It will be responsibility of the contractor to make further correspondence with concerned Govt or local bodies to ensure full deposition of the tax or for claiming a refund, if due.</p> <p>In case any tax is notified to be deducted at source from a specified date and certain payments have already been made in the period that lapsed between the date of applicability of tax and the actual date of implementation of the same, tax required to be deducted at source for this period will be recovered from the subsequent payment.</p>

21.5	<p>Shramik Kalyan Portal: Contractor is to abide by the provisions of various labour laws in terms of above clause 54, 55, 55-A and 55-B of Standard General Conditions of Contract. In order to ensure the same, an application has been developed and hosted on website 'www.shramikkalyan.indianrailways.gov.in'. Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The registration / updation in Portal shall be done as under:</p> <p>(a) Contractor shall apply for one time registration of his company/firm etc. in the Shramikkalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration in the portal within 7 days of receipt of such request.</p> <p>(b) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all Letter of Acceptances (LoAs) issued in his favour.</p>
21.6	<p>(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.</p> <p>(d) While processing payment of any 'On Account bill' or 'Final bill' or release of 'Advances' or 'Performance Guarantee / Security deposit', contractor shall submit a certificate to the Engineer or Engineer's representatives that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramikkalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till ____ Month, ____ Year."</p> <p>(e) All payments in respect of the contract during the currency of the contract shall be made through National electronic Fund transfer (NEFT) or Real Time Gross Saving (RTGS). The successful tenderer on award of contract must submit RTGS/NEFT Mandate Form complete in all respects as detailed at Annexure-J of the tender document. However, if the facility of RTGS/NEFT is not available at a particular location, the payment shall be made by Cheque. In such case the successful tenderer on award of contract will have to furnish contractor's Bank Account Number and Name of the Bank against which all payments in respect of the contract during the currency of contract shall be made.</p>
22.0	<p><u>Damage to the Railway Property or Private life and Property:</u></p> <p>The Contractor shall be responsible for all risk to the work and for trespass and shall make good at his own expense all loss or damage whether to the works themselves or to any other property of the Railway or the lives, persons or property of others from whatsoever cause in connection with the works until they are taken over by the Railway, although all reasonable and proper precautions may have been taken by the Contractor. In case the Railway shall be called upon to make good any costs, loss or damages, or to pay any compensation, including that payable under the provisions of the Workmen's Compensation Act or any statutory amendments thereof to any person or persons sustaining damages as aforesaid by reason of any act, or any negligence or omissions on the part of the Contractor; the amount of any costs or charges including costs and charges in connection with legal proceedings, which the Railway may incur in reference thereto, shall be charged to the Contractor. The Railway shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings or in anticipation of legal proceedings being instituted consequent on the action or default of the Contractor, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to Contractor, as aforesaid; any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defence or compromise, and the incurring of any such expenses shall not be called in question by the Contractor.</p> <p>Master copy of the tender document will be available in the office of Sr.DSTE/JHS (as the case may be). After award of work, an agreement will be drawn up. The agreement shall be prepared based on the master copy available in the office of Sr.DSTE (as the case may be) and not based on the tender documents submitted by the tenderer. In case of any discrepancy between the tender documents and the master copy, later shall prevail and will be binding on the tenderers. No claim on this account will be entertained.</p>
23.0	<p>Letter of Credit' as Mode of Payment in Works Tenders or Service Tenders (Applicable for works or Service tenders having value Rs.10 lakh and above)</p> <p>In case tenderer opts for payment through LC, following shall be the procedure to deal release of payment through LC:</p> <p>(i) For all the tenders having advertised cost of Rs 10 lakh or above, the contractor shall have the option to take payment from Railways through a letter of credit (LC) arrangement.</p>
24.0	<p>(ii) This option of taking payment through LC arrangement has to be exercised in IREPS (Indian Railway Electronic Procurement System - the e-application on which tenders are called by Railways) by the tenderer at the time of bidding itself, and the tenderer shall affirm having read over and agreed to the terms and conditions of the LC option.</p>

24.1	<p>(iii) The option so exercised, shall be an integral part of the bidder's offer.</p> <p>(iv) The above option of taking payment through LC arrangement, once exercised by tenderer at the time of bidding, shall be final and no change shall be permitted, thereafter, during execution of contract.</p> <p>(v) In case tenderer opts for payment through LC, following shall be the procedure to deal release of payment through LC:</p> <p>(a) The LC shall be a sight LC.</p> <p>(b) The contractor shall select his Advising/Negotiating bank for LC The incidental cost towards issue of LC and its operation thereof shall be borne by the contractor.</p> <p>(c) SBI, New Delhi, Main Branch will be the nodal branch for issue of LCs based on online requests received from Railway Accounts Units for tenders opened in financial year 2018-19. SBI branches where the respective Railway Accounts Office has its Account (local SB1 branch) will be the issuance/reimbursing branch for LC issued under this arrangement. The Bank shall remain same for this tender till completion of contract. The incidental cost @0.15% per annum of LC value, towards issue of LC and operation thereof shall be borne by the contractor and shall be recovered from his bills.</p> <p>(d) The LC shall be opened initially for duration of 180 to 365 days in consultation with contractor. The LC shall be extended time to time as per the progress of the contract, on the request of the contractor. The value of LC to be opened initially as well as extended thereafter shall be finalised by the engineer in consultation with the contractor on the basis of expected progress of work.</p> <p>(e) The LC terms and conditions shall inter-alia indemnify and save harmless the Railway from and against all losses, claims and demands of every nature and description brought or recovered against the Railways by reason of any act or omission of the contractor, his agents or employees, in relation to the Letter of Credit (LC). All sums payable/borne by Railways on this account shall be considered as reasonable compensation and paid by contractor.</p> <p>(f) The LC terms and conditions shall inter-alia provide that Railways will issue a Document of Authorisation (format enclosed as Annexure P) after passing the bill for completed work, to enable contractor to claim the authorized amount from their bank.</p> <p>(g) The acceptable, agreed upon document for payments to be released under the LC shall be the Document of Authorisation.</p> <p>(h) The Document of Authorisation shall be issued by Railway Accounts Office against each bill passed by Railways.</p> <p>(i) On issuance of Document of Authorisation, a copy of Document of Authorisation shall be posted on IREPS for download by the contractor. A digitally signed copy of Document of Authorisation shall also be sent by Railway Accounts Office to Railway's bank (Local SBI Branch).</p> <p>(j) The contractor shall take print out of the Document of Authorisation available on IREPS and present his claim to his bank (advising Bank) for necessary payments as per LC terms and conditions. The claim shall comprise of copy of Document of Authorisation, Bill of Exchange and Bill.</p> <p>(k) The payment against LC shall be subject to verification from Railway's Bank (Local SBI Branch).</p> <p>(l) The contractor's bank (advising bank) shall submit the documents to the Railway's Bank (Local SBI Branch).</p> <p>(m) The railway's bank (issuing bank) shall, after verifying the claim so received w.r.t. the digitally signed Document of Authorisation received from Railway Accounts Office, release the payment to contractor's bank (advising bank) for crediting the same to contractor's account.</p> <p>(n) Any number of bills can be dealt within one I.C, provided the sum total of payments to contractor is within the amount for which LC has been opened.</p> <p>(o) The LC shall be closed after the release of final payment including PVC amount, if any, to the contractor.</p> <p>(p) The release of performance guarantee or security deposit shall be dealt directly by railway with the contractor i.e., not through LC.</p>
25.0	<p><u>Price Variation Clause (PVC): Not Applicable.</u></p>

SPECIAL CONDITIONS OF CONTRACT**1 ENGAGEMENT OF QUALIFIED ENGINEER****(As per clause 26A of the Standard GCC, April 2022)**

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

- a) One graduate Engineer when the cost of the work to be executed is Rs.200 Lakh and above.
- b) One Identified diploma holder when the cost of work to be executed is more than 50 Lakh but less than Rs.200 Lakh. Technical staff should be available at site whenever required by the Engineer- in-charge to take instructions.
- c) If the geographical area under work is not manageable by one person or if the value of the work is much higher than 50 lakhs/200 lakhs, the contractor shall explore the option of engaging more than one qualified diploma holder/degree holder.
- d) In case the Contractor/s fails/fail to employ the technical staff as aforesaid, he/they shall be liable to pay a reasonable amount not exceeding a sum of Rs.40,000/- (Rupees Forty thousand only) for each month of default in case of graduate engineer and Rs. 25000/- (Rs. Twenty Five thousand only) for each month of default in case of Diploma Holder.
- e) The decision of the Engineer-in-charge as to the period for which the required technical staff was not employed by the contractors and as to the reasonableness of the amount to be deducted on this account shall be final and binding on the Contractor.
- f) **NOTE: All the design documents proposed to be submitted by the contractor for approval of Railways should be certified/pre-approved by a personnel holding a valid IRSTELO licence. Further details can be seen at <https://irstelicensing.org.in>**
- g) **All the design/wiring documents proposed to be submitted by the contractor for approval of Railways should also be certified/pre-approved by a retired Railway officer of DSTE/DyCSTE level having minimum three years of experience in drawing and design.**

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

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

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

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

Date:

Signature of Tenderer/s

- 1.2 The Contractor should nominate a Competent Supervisor/Engineer as his representative on the works who will be authorized to receive and acknowledge materials issued by the Railway and take all orders issued by the Inspecting Officer of the Railway.
- 1.3 Inspection Register and work site Register shall be maintained at the site of work by the Railway where in instructions regarding the working etc. shall be recorded by the Engineer or his executive subordinates. It is expected from the contractor or his representative at the site to note such instructions whenever asked upon to do so and take action accordingly.
- 1.4 No facility whatsoever e.g. provision of approach road and provision of temporary level crossing etc. will be provided by Railway for carting/carrying of materials. Approach roads within the Rly. limits can be used for carting/carrying of materials.
- 1.5 Technically it is considered that the work of cable laying should not be tackled under moist conditions. Hence, the work of cable laying should be stopped just before the onset of monsoon and the contractor shall have this in his mind while submitting his detailed time schedule.

2. **DEFAULT AND DELAY:**

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

5. **SUPPLY OF MATERIALS**

- 5.1 **Materials to be supplied by Railways:** The material, as mentioned in the tender documents to be supplied by railways, shall be supplied free of cost. The quantities would be determined by Railways according to the quantum of work to be done. Contractor shall be responsible for checking before taking delivery, whether all the materials given to him are in good condition. Receipt of the material taken shall be given on prescribed Performa by the contractor or his representative, clearly mentioning the details of materials and the quantities received. The left out or unused material shall be returned to the stores by the contractor and no extra charges shall be paid by Railways. Transportation of materials from Railway stores to the site of work shall be arranged by the contractor. The contractor is entirely responsible and shall bear all expenses for loading, transportation, unloading, transit insurance of all materials, equipment, machines, tools and plants etc. from the stores of supply to the Railways stores depot. Equipment / materials required for installation will be issued to the contractor at the Railway stores depot. Loading and un-loading of the same to the site will be done by the contractor at his cost. The responsibility for damage to any equipment during transportation and till it is taken over by Railways after commissioning of the work shall be that of tenderer.
 - 5.2 **Materials to be supplied by the contractor:-** The equipments/material as per RDSO specifications are to be procured from the RDSO approved sources only.
 - 5.2.1 The materials to be supplied by the contractor as per schedule enclosed with the tender document will be procured from RDSO approved sources if the item appears in RDSO approved list. In case of items not appearing in RDSO approved list of material, the materials shall be procured from reputed suppliers or their authorised representatives, shall be of best quality and shall conform to relevant specifications, design and drawings duly inspected by RITES/RDSO/Railway (as the case may be). The contractor may be required to produce test certificates from the manufacturers whenever called for by the Engineer in charge.
 - 5.2.2 Before procuring the material to be supplied by contractor, the contractor shall submit the names and addresses of suppliers from whom it is proposed to procure the materials (if the supplier is not from RDSO approved suppliers) required to be supplied in the tender and shall take approval of railways for the same.
 - 5.3 The list of the material to be supplied as per the schedule indicates the list of materials to be supplied by the contractor free of cost but not limited to, as required for completing the work as per standard plans, drawing etc. In addition to the above, if any other petty material, which may be considered necessary for execution of the work according to specification or drawing, is required, the same shall be supplied by the contractor free of cost.
 - 5.4 No extra charges shall be paid to the contractor towards carriage, loading and un-loading and handling etc. of the above materials indicated above required for execution of the work and the rates quoted by the contractor shall be inclusive of all such charges.
 - 5.5 The contractor shall be responsible for undertaking repairs, if any, to crates, cable drums packing cases etc. for safe
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transport of materials from Railways specified depot to the site of work. No extra payment will be made on this account.

6 DISPOSAL OF EMPTY CABLE DRUMS:

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

- 6.1 Security of all materials in the section where the work is in progress shall be the contractor's responsibility and he shall arrange to guard the same from thefts by outsiders or his labour. In the event of any loss, the contractor shall be responsible to that effect and shall execute an indemnity bond for the materials that will remain in his custody, which has been supplied by the Railway. The stores lost, when under custody of the contractor, will be made good by the contractor.

7. STORAGE OF MATERIALS:

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

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

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

The contractor shall furnish a standing Indemnity Bond for materials supplied to him by Railways as per Clause-15 of the Standard GCC.

9. TESTS:

The contractor shall make such tests as may be necessary to demonstrate to the satisfaction of the Railway that the apparatus and the system as installed are in accordance with the specification and contract. The contractor shall provide such instrument and apparatus as may be necessary for conducting such tests. The responsibility of localization of the defective/faulty material or inoperative installation, during the execution and testing, restoration thereof, shall be that of the contractor. The contractor shall co-operate in conducting tests and trials and wherever defects/deficiencies are required to be attended to or made good, will be complied with promptly.

10 INSPECTION OF MATERIALS/INSTALLATION:

In addition to what is indicated in General Conditions of Contract, following shall also be adhered to by Tenderer: -

- 10.1 Materials to be supplied by tenderer(s) shall be best in quality and shall conform to the relevant specification, designs and drawings. The tenderer(s) may be required to produce test certificate from the Manufacturer, wherever called for by the Engineer-in-charge.
- 10.2 **The equipments/materials as per RDSO specifications are to be procured from the RDSO approved sources only.** Equipment/material in the schedule as per IS specification shall be procured from BIS licensed firms only. In case there are no BIS licensed firms for the scheduled item, the equipment/ material are to be procured from manufacturers of repute/their authorized dealers after approval of Engineer- in-charge before supply.
- 10.3 Equipment/material in the schedule where RDSO/IS specification has not been stipulated, shall be procured from manufacturers of reputed/their authorized dealers approved by the engineer-in-charge before supply. Mechanical Signaling items are to be procured from valid recommended list of firms for manufacture and supply of mechanical signaling items, issued by RDSO Lucknow. Inspection of such Mechanical signaling items to be carried out by RITES, if the value of the item is more than Rs.5.0 Lakhs.
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- 10.4** The following critical item will continue to be inspected by RDSO as per instruction contained in Board's letter No.74/RS(G) / 379/2Pt. dated 4/3/91 and 18/6/91 and will have to be procured from RDSO approved firms only and will be supplied duly inspected by RDSO irrespective of the value:
- i. All types of signalling relays;
 - ii. Block instruments;
 - iii. Axle counter equipments;
 - iv. Signal machines;
 - v. Point machines;
 - vi. Colour light signal transformers
 - vii. Electrical signal lamps;
 - viii. Voltage stabilisers and other power supply equipment.
 - ix. Electric signal reversers;
 - x. Signal roundels and lenses;
 - xi. Electric lever lock and circuit controller.
 - xii. Circuit controller;
 - xiii. Electric key transmitter;
 - xiv. Fuses, Fuse Block & Terminal blocks (PBT Type)
 - xv. Electric Point and lock detector.
- 10.5** The Electrical Signaling materials, other than those included in the critical list mentioned above as per RDSO's specifications/drawings will have to be procured from RDSO approved firms only and will be supplied duly inspected by RDSO if the value of the item is **more than Rs.5.0 Lakhs**.
- 10.6** All materials which are to be inspected by RDSO/RITES should be offered by him/ them for RDSO's/ RITES inspection, well in time, so as not to delay the progress of work at any stage at any of the stations in any way on this account.
- 10.7** 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 Rs.5.0 Lakhs and shall be inspected by consignee if value is less than Rs. 5.0 Lakhs.
- 10.8** In case of deviation in the inspecting agency due to any condition as per the total cost of the material/extant policy changes, approval of competent authority (officer competent to sign the TC minutes) shall be obtained, giving full justification by the field unit. **This is to be resorted to in very rare cases.**
- 10.9** All equipment, materials, fittings and components in the RDSO/RITES approved list shall be subject to inspection by RDSO/RITES or his representative at the manufacturer's premises before dispatch and no materials shall be dispatched from the manufacturer's premises until these are inspected and approved. The materials may also be inspected by the RDSO/RITES or his representative at the contractor's depot at the purchaser's discretion. The RDSO/RITES or his representative shall have the right to be present during all stages of manufacture, and shall be afforded, free of charge all reasonable facilities for inspection and testing so as to satisfy himself that the materials are in accordance with specifications, approved drawing and designs.
- 10.10** **The inspection charges of the items in the schedule (RDSO/RITES) shall be borne by the Railways.** However if the samples are found inferior when compared to stipulated specification/drawing, the further/repeat test charges shall be borne by the contractor.
- 10.11** All materials that are not covered under the specification, designs and drawings of RDSO/TEC etc. shall be procured from the reputed manufacturers or their authorized dealers. **Such materials are to be approved by the purchaser's Engineer before being supplied to the consignee stores.** The Contractor may be required to produce test certificate from the manufacturer wherever called for by the Engineer.
- 10.12** During the execution of the contract, samples may be taken from all the materials employed for the purpose of test and/or analysis under the conditions laid down in specification; such samples to be prepared for testing and forwarded to the testing entity shall be free of all costs to the Railway.
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- 10.13 The decision of the purchaser or his successor shall be final in respect of acceptability or otherwise of any material, equipment etc. required for the work.
- 10.14 All expenses of the purchasers/Railway representative shall be borne by the purchaser whether the inspected materials is utilized in the work or not.
- 10.15 In case any material is found to be not according to the standard specifications after delivery at site, the contractor shall immediately remove such materials within 48 hours from Railway premises at his own cost.
- 10.16 The contractor shall give the Railway or inspecting authority nominated by Railway clear 10 days' notice/or more if required for inspection of material so as to ensure that the progress of work is not delayed on this account in any manner. All the letters submitted to the inspecting authority shall be given to the Engineer in charge after due acknowledgement from the inspecting authority.
- 11. INSPECTING OFFICER – POWER OF REJECTION:**
- 11.1 Before any stores or part thereof are submitted for inspection, to certify if they are not in accordance with the contract/owing to the adoption of any unsatisfactory method of manufacture.
- 11.2 To reject any stores submitted as not being in accordance with the particulars.
- 11.3 To reject the whole of the installment tendered for inspection if after inspection of such portion thereof, as he may in his discretion think fit, he is satisfied that the same is unsatisfactory.
- 11.4 To mark the rejected stores with a rejection mark, so that they may be easily identified if resubmitted.
- 11.5 The Inspecting officer's decision as regards the rejection shall be final and binding on the contractor.
- 12. CONSIGNEE'S RIGHT OF REJECTION:**
- 12.1 **Notwithstanding any approval which the inspecting officer may have given in respect of the stores or any materials or the work or workmanship involved in the performance of the contract (whether with or without any test carried out by the contractor or the inspecting officer or under the direction of the Inspecting officer) and notwithstanding delivery of the stores where so provided to the SSE/Sig/Tele (as applicable) it shall be lawful for the SSE/Sig/Tele (as applicable), on behalf of the purchaser, to reject the stores or any part, portion of consignment thereof within a reasonable time after actual delivery thereof to him at the place or destination fixed in the contract if such stores or part, portion of consignment thereof is not in all respects in conformity with the terms and conditions of the contract whether on account of any loss, deterioration or damage before dispatch or delivery or during transit or otherwise how so ever.**
- 13. REJECTED STORES:**
- 13.1 When any stores delivered at the SSE/Sig/Tele (as applicable) depots are rejected, this shall be removed by the contractor within 14 days from the date of rejection. Such rejected stores shall lie at the contractor's risk from the date of rejection. If the stores are not removed by the contractor within this period, the purchaser or his nominee shall have the right to dispose of such stores, as deemed fit, at the contractor's risk and account.
- 13.02 The purchaser shall also be entitled to recover from the contractor, handling and ground rent / demurrage and any other charges for the period the rejected stores are not removed after the aforementioned period.
- 13.03 Stores that have been dispatched by rail and rejected after arrival at destination may be taken back by the contractor either at the station where they were rejected or at the station from which they were dispatched. If the contract is placed for delivery F.O.R. station of dispatch, the contractor shall pay the carriage charges on the rejected consignment at Public traffic Rates from the station of dispatch to the station where they were rejected. If the contractor prefers to take back the goods at the station from which they were dispatched, the goods shall, in addition, be booked back to him, freight to pay at Public Traffic Rates and at owner's risk.
- 14. CONSEQUENCES OF REJECTION:**
- 14.1 If on the stores being rejected by the Inspecting Officer or **SSE/Sig/Tele(as applicable)** at the destination, the contractor fails to make satisfactory supplies within the stipulated period of delivery, the purchaser shall be at liberty to:-
- 14.2 Request the contractor to replace the rejected store forthwith but in any event not later than period of 14 days from the date of rejection and the contractor shall bear all the cost of such replacement, including freight, if any on such replacing and replaced stores but without being entitled to any extra payment on that or any other account.
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- 14.3 Purchase or authorise the purchase of quantity of the stores, rejected or others of a similar description (when stores exactly complying with the particulars are not readily available in the opinion of the purchaser, which shall be final), without notice to the Contractor, at his risk and cost and without affecting the contractor's liability as regards to the supply of any further installment due under the contract or Cancel the contract and purchase or authorize the purchase of the stores or other of a similar description (when stores exactly complying with the particulars are not readily available, in the opinion of the purchaser, which shall be final) at the risk and cost of the contractor. In the event of action being taken under sub-clause above or this sub clause, the provisions relevant clauses of the General Conditions of contract, shall apply as far as applicable.
- 14.4 Where under a contract, the price payable is fixed on F.O.R. part of export or F.O.R. dispatching station, the contractor shall, if the stores are rejected at the destination by the **SSE/Sig/Tele (as applicable)**, be liable in addition to his other liabilities including refund of price recoverable in respect of the stores so rejected, to reimburse to the purchase, the freight and all other expenses incurred by the purchase in this respect.

15. SPECIFICATION, DRAWING, REQUISITES AND REQUIREMENT:

- 15.1. Specifications, drawings, requisites and requirements referred to in the body of this specification form an essential part thereof. The sources from which the drawings and specifications referred to in this Tender can be obtained, are indicated in tender document.
- 15.2 The installation shall comply with the requirements of the Signal Engineering Manual, Telecomm, Manual & RE Manual and General and Subsidiary Rules as Applicable. It shall also conform to the Schedule of Dimensions and the Rules for Opening of Railways. Besides these, installation shall comply with requirements of Engineering Code, P-way works and way manual wherever applicable.
- 15.3 If, in the opinion of the tenderer, he is in a position to offer additional facilities and safeguards that have not been covered by these specifications, full and complete details of the facilities and the safeguards with their costs shown separately, must be furnished with the tender. However, Railways is not bound to pay for these additional facilities and safeguards.

16 DRAWINGS

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

The whole of the works shall be executed in perfect conformity with the specifications and drawings of the contract. If contractor performs any works in a manner contrary to the specifications or drawings or any of them and without such reference to the Engineer he shall bear all the costs arising or ensuing therefore and shall be responsible for all loss to the Railway.

Drawings and specifications of the works: The contractor shall keep one copy of drawings and specifications at the site, in good order, and such contract documents as may be necessary, available to the Engineer or the Engineer's Representative.

Ownership of drawings and specifications:- All drawings and specifications and copies thereof furnished by the Railway to the contractor are deemed to be the property of the Railway. They shall not be used on other works and with the exception of the signed contract set, shall be returned by the contractor to the Railway on completion of the work or termination of the contract.

- 16.2 Material and workmanship shall be first class/top quality in every respect.
- 16.3 Any damage to Railway structure caused during the execution of work for e.g. damage to Flooring, wall, painting etc. be got rectified by the Contractor with his own materials and labour.
- 16.4 Material shall be in accordance with specifications and drawings specified or approved by the Railway.

17. FINAL PAYMENT:

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

- (i) He has accepted the work wholly.
 - (ii) All the released materials are handed over by the contractor correctly and stocked as indicated.
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- (iii) Material reconciliation done and all the unused Railway materials returned to consignee Railway Stores in good condition.

18. SUBMISSION OF BILLS:

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

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

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

20. MAINTENANCE/OBSERVATION OF INSTALLED GEARS:

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

21. GUARANTEE:

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

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

21.4 INDEMNIFYING RAILWAY AGAINST LOSSES INCURRED:

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

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

22. ARBITRATIONS:

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

23. SETTLEMENT OF DISPUTES

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

24. DETERMINATION OF CONTRACT

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

25. ERRORS, OMISSIONS & DISCREPANCIES

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

26.0 SUPPLY

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

26.2 SERVICES

Installation, testing and commissioning of signaling system including transportation of all the equipments to site of installation from Store of **Sr. Sec. Engineer/Sig/Tele (as applicable) (as applicable)**

- a) The scope of work might also include minor Civil Engineering works. The tenderer should therefore, ascertain the type of topography by conducting survey as no extra cost shall be allowed on this account subsequent to the award of contract. No material would be supplied by the Railways for any of the above
- b) Training of Railway personnel at manufacturers' premises in India or Abroad, as applicable.
- c) Complete documentation as per detail given in tender notice, ITT and schedule of works.
- d) Maintenance supervision of indoor /Outdoor installation for 12 months after commissioning under the charge of the Railway's personnel, as per clause 29 of Special Conditions of Contract.
- e) For maintenance rendered by the contractor beyond warranty period, payment will be made after full satisfaction of Railway Administration on Pro-forma invoice duly certified by Railway Engineer, as per applicable AMC clause (if any).

27 DOCUMENTATION:

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

28 TRAINING:

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

28.2 The contractor shall at every stage of testing and commissioning provide all facilities for adequate training to Railway personnel who may be deputed to work on the project.

28.3 Installation, testing and commissioning: The installation will be done by the contractor in the Railway premises. Testing and commissioning of S&T systems will be done by the Contractor and OEM engineers jointly with Railway Engineer at site. The Contractor shall depute competent Engineer / qualified staff for the same. The Contractor shall submit a detailed installation and commissioning Test Schedule for Railway's approval and full record of tests conducted shall be maintained by the Contractor and handed over to the Railway along with the installation.

28.4 Work not to be done by the Contractor:

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

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

28.5 Work to be done by the Railways:

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

28.6 The tenderer shall undertake study / survey of signalling systems / practices used in North Central Railway and make his own arrangement of the work involved in integration of the indoor equipment with outdoor equipment so as to make the entire system successful / functional. Any equipment / design / component needed will be supplied by the contractor without any extra cost.

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

28.8 The contractor shall make all necessary arrangement lodging/boarding/transportation for the same as mentioned in the items related to training covered in the tender schedule. The place of training shall be at the manufacturer's

premises or its authorized/certified training institute in India or abroad, as applicable.

29 **SYSTEM REQUIREMENT**

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

NOTE:

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

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

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

30 **MAINTENANCE PERIOD:**

- (i) After the equipment has been installed and commissioned, the contractor shall be responsible for proper maintenance & supervision of the equipment for a period of **12 months** from the date of commissioning. For this purpose he shall prepare a maintenance plan and make available maintenance Engineer who will guide and supervise the work of Railways maintenance staff. During this period of maintenance supervision if any lacuna is noticed in the functioning as a result of any defect in design or manufacture, the same will be rectified by the contractor at his cost. During such rectification if any faulty equipment / modules need replacement or repair, they shall be provided by the contractor as his cost. The contractor shall bring to the site of installation a set of equipment or modules in addition to all the materials to be supplied against this contract as spares during commissioning to circumvent any delay in commissioning on this account.
- (ii) A skilled engineer (degree holder) preferably of OEM shall be deployed for supervision and maintenance for 24 months after commissioning (if applicable in case of high-tech items like EI, Axle Counter, IPS etc.) Further, one engineer and one artisan staff shall be deputed at site of installation for assisting in maintenance of other equipment's after commissioning.
- (iii) Tenderer shall submit detailed calculations, whenever asked in regard to the following:
 - a) Availability of system in terms of percentage.
 - b) Probability of wrong side failure.
 - c) Safety calculations.

31 **WARRANTY**

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

32 INSPECTION AND TEST

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

32.2 FACILITIES FOR TEST AND EXAMINATION:

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

32.3 COST OF TEST:

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

32.4 Inspection Charges:

As per para 9.2 above.

32.5 Delivery of Materials for Test:

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

32.6 Acceptance Test Procedure

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

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

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

33 RELIABILITY/AVAILABILITY/MAINTAINABILITY:

Hitech equipments like Electronic Interlocking/Axle Counter/Audio Frequency Track circuit etc. are being installed over high-density high-speed routes and high reliability/availability/maintainability is of paramount importance. System failure report and MTBF will be submitted to RDSO every month in initial 09 months after commissioning.

34 RESPONSIBILITY OF THE CONTRACTOR FOR EXECUTING THE CONTRACT.

Risks in the Stores:

The contractor shall perform the contract in all respect in accordance with the terms and conditions thereof. The materials and every constituent part thereof, whether in the possession or control of the Contractor, his agents or servants or a carrier or in the joint possession of the contractor, his agents or servants and the Purchaser, shall remain in every respect at the risk of the contractor, until their actual delivery to the **Sr. Sec. Engineer/Sig/Tele (as applicable)** at the stipulated place or destination or location as provided in the Contract Agreement.

The contractor shall be responsible for all losses, destruction, damage or deterioration of the stores/ materials from any cause whatsoever while the materials after approval by the inspecting officer are awaiting dispatch or delivery or are in the course of transit from the Contractor to the Consignee.

The contractor shall alone be entitled and responsible to make claims against transporting carrier in respect of non-delivery, short delivery, miss-delivery, loss, destruction, damage or deterioration of the goods entrusted to such carrier by the contractor for transmission to the Consignee.

5. PACKING AND FORWARDING

35.1 The contractor shall pack at his own cost the stores sufficiently and properly for transit by rail/road, air and/or sea as provided in the contract to ensure their being free from loss or damage on arrival at their destination.

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

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

35.4 Materials & Equipment meant for each station/location shall be packed in separate boxes and marked with the name of station **Sr. Sec. Engineer/Sig/Tele (as applicable) (as applicable)** and railway.

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

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

36. SUPPLY AND CUSTODY OF MATERIAL

36.1 All materials shall be supplied by the contractor at the stores **Sr. Sec. Engineer/Tele/CTO/JHS** . The transportation of all material from the **Sr. Sec. Engineer/Tele/CTO/JHS** stores to site (station) for installation and commissioning shall also be the responsibility of the contractor at his own cost.

36.2 The contractor shall be entirely responsible and shall bear all expenses towards loading, transport, handling and unloading for all materials equipment, machines, tools and plants etc. from the source of supply to the store of **Sr. Sec. Engineer/Tele/CTO/JHS**.The responsibility for damage to any equipment during transportation and till it is taken over by Railways shall be that of the contractor. The correct functioning of the equipment for installation shall, however, is governed by the warranty clause of the contract.

37. FUTURE DEVELOPMENT

The contractor shall supply to the railway free of charge all software update, data and specifications that may result from developments effected by him or his collaborator in the period of currency of contract and up to the maintenance period/warranty period (which ever is later). The Railway reserves the right for such modified or improved versions in lieu of these originally quoted for, based on prices and other conditions mutually agreed upon.

38 SPARES

38.1 The following materials will be considered as essential spares:

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

For any other **essential** spare / module / assembly / device needed, but not included by the contractor, the supply of the same will made by the contractor, at his own cost to the Railway.

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

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

39.1 Experience, Expertise of Tenderer:

- (i) While bidding, bidder should submit the MOU/authorization of RDSO approved source (OEM or its RDSO approved source) from which the EI/DAC/AFTC etc. is being procured, duly covering supply of equipments, installation, testing and commissioning by same RDSO approved source including after sales support required during the warranty period and beyond the warranty period.
 - (ii) While bidding in tender for EI work, the tenderer must take OEM/ its RDSO approved Indian Partner authorised breakup of number of each cards/modules and other accessories.
- (iii) Methodology for Maintenance, Repair, Servicing and testing of defective cards/modules/sub assembly of the EI/DAC/AFTC etc. should be submitted in the tender.

40. LONG TERM AVAILABILITY OF SPARES AND SYSTEM SUPPORT

- 40.1 The tenderer shall give an undertaking to supply on payment all maintenance spares and tools required for the equipment for a minimum period of 15 years. He shall also undertake to supply additional equipment required for replacement or expansion of the network that may become necessary due to additional traffic requirements. The pricing formula adopted in evaluating the cost of such maintenance spares and additional supply that may be ordered in future shall be provided by mutual discussions and written order.
- 40.2 **At least one-year notice shall be given to the Railways before any equipment or components are discontinued or phased out from the manufacturing plans.** This will enable the Railways to assess the lifetime requirement of spares needed and order in sufficient quantity prior to stoppage of the manufacture.
- 40.3 That the successful tenderer shall further guarantee that in case if he goes out of production of spare parts, he shall supply the full manufacturing drawings/details along with the specifications of the materials at no cost to the Railway, if and when required for the equipment to be fabricated or procured from other sources by the Railway.

41. QUALITY ASSURANCE & SOFTWARE VALIDATION

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

42. COMMISSIONING AND FINAL ACCEPTANCE TEST

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

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

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

43.2 ON ACCOUNT PAYMENT:

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

43.3 PAYMENT TERMS:

Subject to any deduction or recovery which the Railway may be entitled to make under the contract, the contractor will be entitled to be paid from time to time by means of "ON ACCOUNT" payment only for such works as in the opinion of the Engineer, has been executed by him in terms of contract.

"ON ACCOUNT" payment shall be made separately for each item/sub item of work given in the Schedule of work. The bill shall be submitted by the contractor for each item of work which has been executed by him.

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

43.3.1 Payment for purely Supply items:

(l) 85% payment at the accepted rate for the quantity inspected, passed and supplied shall be made on submission of following documents:

- (a) On receipt of materials at Consignees depot.
- (b) Original Inspection certificate issued by Inspecting Officer that the materials are in accordance with the specification of the contract.
- (c) Manufacturer's test certificate that the materials are in accordance with the specification of the contract.
- (d) Invoice with detailed packing List in duplicate.
- (e) A certificate that the materials supplied are as per the contract and the amount claimed in the invoice is correct as per terms of the contract.

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

43.3.2 Payment for purely Installation/testing/commissioning items:

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

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

- a) 50% on approval
- b) 20% after availability of site copies and commissioning
- c) 20% after submission of final/as made documents
- d) 5 % after issue of Operational Acceptance Certificate
- e) **NOTE: Suitable penalty**, as per the relevant GCC clauses, shall be imposed if in case of installation of new EI or modification of existing EI, unacceptably large no. of logic errors are encountered during FAT/SAT/commissioning. The decision of the Railway executive in this regard shall be deemed final.

43.3.4 Payment for Composite items involving both supply and installation:

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

- i) 80% cost of such schedule item will be paid to the contractor on production of documents as per clause 42.3.1 (l) (as applicable for purely supply items).
 - ii) 15% cost of items against 42.3.4 above shall be paid after successful erection/installation/Modification of the materials/equipments duly certified by the authorized engineer of Railways.
 - iii) 05% cost of supplied & installed items against 42.3.4 above, shall be paid after issue of Operation Acceptance Certificate after testing and commissioning of the S&T system and rectification of deficiencies, if any, duly certified by authorized engineer of Railways.
 - iv) Note: In case the items as per para 42.3.4 above are not installed due to any reason whatsoever, only 80% payment shall be released.
- 43.4 No additional charges will be paid to the contractor for transporting, to and from stores depot of Railway to the site of work including Railway material, if any.
- 43.5 Necessary RDSO, IRS/TEC/DOT specification/drawing, if any required shall be obtained by the tenderer at his own cost.
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44 FINAL PAYMENT:

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

- I. He has accepted the work wholly.
- II. All the released materials are handed over by the contractor correctly and stacked as indicated.
- III. Material reconciliation done and all the unused Railway materials returned to Railway Stores in good condition.

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

45 ADDITIONAL INFORMATION WITH REFERENCE TO TECHNICAL SPECIFICATIONS

45.1 **DC-DC Converter:** DC-DC converters shall be provided in N+1 configuration.

45.2 **EARTHING SCHEME:** All the earthing installations (Maintenance free or non-maintenance free) shall be as per latest RDSO guidelines.

46 WORK TO BE DONE BY RAILWAY

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

47. COMPLETION PERIOD:

Time is the essence of the contract. The entire work under the tender shall be completed within **6 months** from the date of issue of acceptance letter. Item/location wise priority for the work to be executed by the contractor may be finalized in consultation with the Railway Engineer- in-charge or his representative. The respective milestones for achieving various targets shall be maintained by the contractor.

48. COMMUNICATION: -

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

49. RAILWAY OFFICES AND ADDRESS:-

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

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

- (a) **Prior to award of the contract:- Sr.DSTE/JHS (as the case may be)**
 - (b) **After the award of the contract: Sr. DSTE/JHS (as the case may be)**
 - (ii) **For matters relating to approval of design of the system: Sr.DSTE/JHS (as the case may be).**
 - (i) **Matter relating to progress of field work: Sr. DSTE/JHS (as the case may be)**
 - (ii) **Matter relating to bill: Sr. DSTE/JHS (as the case may be)**
 - (iii) **For receipt and issue of material: Sr. Sec. Engineer/Tele/CTO/JHS (Consignee incharge).**
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EXECUTION OF WORKS

- 49.(1) Contractor's Understanding :** It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the progress of the works, the general and local conditions, the labour conditions prevailing therein and all other matters which can in any way affect the works under the contract.
- 49.(2) Commencement of Works :** The Contractor shall commence the works within 15 days after the receipt by him of an order in writing to this effect from the Engineer (LOA) and shall proceed with the same with due expedition and without delay.
- 49.(3) Accepted Programme of Work :** The Contractor who has been awarded the work shall as soon as possible but not later than 30 days after the date of receipt of the acceptance letter in respect of contracts with initial completion period as prescribed in tender notice or less or not later than 90 days for other contracts have to submit the detailed programme of work indicating the time schedule of various items of works in the form of Bar/Chart/PERT/CPM. He shall also submit the details of organization (in terms of labour and supervisors) plant and machinery that he intends to utilize (from time to time) for execution of the work within stipulated date of completion. The programme of work amended as necessary by discussions with the Engineer, shall be treated as the agreed programme of the work for the purpose of this contract and the contractor shall endeavour to fulfill this programme of work. The progress of work will be watched accordingly and the liquidated damages will be with reference to the overall completion date. Nothing stated herein shall preclude the contractor in achieving earlier completion of item or whole of the works than indicated in the programme.

50. Operational Acceptance Certificate:-

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

51. INSURANCE:

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

51.2 INSURANCE OF MATERIALS & INSTALLATIONS:

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

- 51.3 The Contractor shall not be liable for losses/damages to the materials either used up in the portion of work done or his material kept for use at site, in consequence of mutiny, or other similar causes over which the Contractor has no control and which cannot be insured. Such losses or damages shall be the liability of the Purchaser and if required by the Purchaser, be made good by the contractor, at the cost of the Purchaser.
- 51.4 The Contractor should, however, insure the stores brought to site, against risks in consequence of war and invasion, as required under the Emergency Risk (Goods) Insurance Act in force from time to time.
- 51.5 It may be noted that the beneficiary of the insurance policy should be Railways or the policies should be pledged in
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favour of Railway. The contractor shall keep the policy/policies current till the installations are provisionally handed over to the Purchaser. It may also be noted that in the event of contractor's failure to keep the policy current and alive, renewal of the policy will be done by the purchaser for which the cost of the premium plus 20% of premium shall be recovered from the contractor.

51.6 For purpose of enabling the contractor to take the insurance cover in connection with this contract, the purchaser's engineer will advise the approximate price of all the Railway supply materials to the contractor.

51.7 The Contractor shall take out all Insurance covers in connection with this contract with Insurance Companies recognized/approved by IRDA.

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

LIST OF SOURCES FOR SPECIFICATIONS/DRAWINGS

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

1. All the equipments to be supplied should be of standard make.
 2. All the materials will be inspected by consignee before installation.
 3. Work is to be executed with contractor's own tools and plants.
 4. Any other sundry item required for commissioning has to be supplied by the contractor.
 5. Any technical clarification required, has to be carried out at tendering stage itself.
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PART-II : FINANCIAL BID**FINANCIAL BID SHEET****(Schedule of Rates and Quantities)****E -Tender No.:****NAME OF WORK:** - Provision/Work of**Approximate value:Rs.**Lakh/ Crore**Date of Completion:**Months

Detailed Break Up of Items of Schedule –A/B/C or I/II/III (as decided by Railway Executive)					
Item no.	DESCRIPTION	Unit	Sch Qty	Rate (Rs)	Amount (Rs)

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

NOTE: The detailed breakup of items quoted in Schedule as above are to be uploaded with the Financial Bid only and not with Technical bid. Any attempt to upload the financial bid/rates/cost along with technical bid will cause the summarily rejection of the offer.

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

Dated _____

Signature of the Tenderer(s)

Note :- If there is condition/conditions in General condition of Contract April-2022 duly amended which are contradictory to any of the above special condition of the contract, then condition/conditions mentioned in special condition of contract brought out above shall prevail over General condition of contract April-2022 duly amended.

Note :- Railway board letter no. 2022/CE-I/CT/GCC-2022/ Policy date 14.07.2022. (Advance correction Slip no.1)

Note :- Railway board letter no. 2022/CE-I/CT/GCC-2022/Policy date 13.12.2022 (Advance correction Slip no.2)

Note: - Railway board letter no. 2022/CE-I/CT/GCC-2022/Policy date 26.04.2023 (Advance correction Slip no.3)

Note: - Railway board letter no. 2022/CE-I/CT/GCC-2022/Policy date 07.08.2023 (Advance correction Slip no.4)

Note: - Railway board letter no. 2022/CE-I/CT/GCC-2022/Policy date 20.10.2023 (Advance correction Slip no.5)

SPECIAL CONDITIONS OF WORK

- 1 The entire work is to be executed with contractor's own tools and plants and the same have to be arranged by contractor at site of work at his own cost.
- 2 Material to be procured from the standard/reputed firms and will be inspected by inspection authority as indicated against each item. Inspection charges will be borne by the Railways. Inspection certificate towards inspection of material is to be submitted at the time of delivery of material.
- 3 All the items will be inspected by Railway representative before putting in use.
- 4 The material is required to be supplied in the depot of **SSE/ Tele/CTO/JHS** and then will be transported to site of work. The contractor has to make his own arrangements for transportation of material for which no extra payment will be made to contractor.
- 5 The entire work is to be executed as per the directions of the Railway representative. This work may be executed at any stations over Jhansi division.
- 6 Schedule item bearing RDSO/RITES specification under consignee inspection shall be required to be supplied from RDSO/RITES approved firm along with manufacturer guarantee certificate.
- 7 Consignee of the work will be **SSE/ Tele/CTO/JHS**.
- 8 Maintenance period for the work shall be **12 months** from the date of completion of work.
- 9 Firm has to be get registered with GST before signing of contract agreement.
