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**DETAILS TO BE FILLED IN BY TENDERER WHILE SUBMITTING THEIR OFFER.**

S. N.	Description	Yes / No	Remarks
1	Upload duly filled and signed Cover Letter/Offer Letter (Tender Form 1) Page.no.6 & 7 of tender document.		
2	Upload duly filled and signed " STATEMENT OF SIMILAR WORKS EXECUTED/COMPLETED BY THE CONTRACTORS IN LAST SEVEN FINANCIAL YEARS AND FOR VALUATION OF THE TECHNICAL CAPABILITY / ELIGIBILITY"(Form-1 chapter-IV of Tender document). (Not required for works less than 50 Lakhs).		
3	Upload duly filled and signed" Audited Balance sheet with profit and loss statement of previous three financial years. However, in case balance sheet of the previous year is yet to be prepared/ audited, the audited balance sheet of the fourth previous year shall be considered for calculating average annual contractual turnover. "(Form-2 chapter-IV of Tender document). (Not required for works less than 50 Lakhs).		
4	Upload duly filled and signed "SYSTEM PERFORMANCE GUARANTEE PROFORMA FOR THE SYSTEM PERFORMANCE GUARANTEE (Form-4 chapter-IV of Tender document).		
5	Upload duly filled and signed "CONSTITUTION OF THE FIRM"(Form-5 chapter-IV of Tender document).		
6	MOA & AOA, Resolution of Board and POA, Sole Proprietorship, Notarized partnership deed with POA and latest certificate of registration with Registrar of the firms must be attached. Year of Formation / Incorporation. (As per Clause-10 of Tender Document).		
7	Detail of Bid Security paid, through only payment modes available on IREPS portal like net banking, debit card, credit card etc.		
8	Detail of the Tender Document cost paid as per current provisions, through only payment modes available on IREPS portal like net banking, debit card, credit card etc. (N/A)		
9	Certificate as per <b>Annexure-A.</b>		
10	Certificate as per <b>Annexure-A (1).</b>		
11	As per Ministry of Communication (Department of Telecommunication), New Delhi Gazette Notification No.297 dated 31 <sup>st</sup> August,2018, the bidder shall submit completed Format for Self-Certification regarding Local Content (LC) for Telecom Product, Services or Works. (Annexure-C) in Chapter-IV of this Tender Document)		

<b>12</b>	Undertaking of Employment/Partnership of retired railway employee as per Annexure-E.		
<b>13</b>	Make, Model, Specification of the offered equipment along with OEM authorization of Schedule item sr. no. <b>1, 2, 3, 4, 7, 14, 15 &amp; 17.</b> if the tenderer is other than OEM shall be submitted along with the tender. a) If there is any RDSO approved source, then the equipment to be procured from the RDSO approved source or its authorized dealer/distributor. b) If there is no RDSO approved source but there is TEC approved source, then the equipment to be procured from the TEC approved source or its authorized dealer/distributor c) If there is no RDSO or TEC approved source, then the equipment to be procured from the OEM or its authorized dealer/distributor.		

**NOTE: -**

- (i) Special attention of tenderer(s) is drawn to clause 6.0 (Chapter-I) of “Instruction to tenderer(s)”, as per which they should submit the requisite documents along with tender pertaining to their technical & financial eligibility.
- (ii) Special attention of tenderer(s) is drawn to clause 10.0 (Chapter-I) of “Instruction to tenderer(s)”, as per which the tenderer must submit along with tender, the documents mentioned therein pertaining to constitution of firm/concern.
- (iii) Attach all required documents with tender.
- (iv) The above list is not exhaustive. The tenderer must go carefully through the entire booklet and submit the tender complying with all the conditions/ provisions/instructions mentioned there in irrespective of the fact that they have been highlighted in the check list or not.

**Signature of the tenderer**  
**Name of Signatory**

**COVER LETTER****TENDER FORM - 1**

(To be submitted by Tenderer on its letter head)

**TENDER NO. 558-Sig-16-Tele-OT-1036 (Year 2026-27)**

**Name of Work: - 1. Provision of Railnet, WiFi coverage and information display board at BLC Depot/TKD, 2. Provision of CCTV cameras at TKJ ORH Abhinandan, 3. Provision of IP based CCTV at Weighbridges installed at TKD, NDLS, DKZ, PTNR, HNZN & DLI for online monitoring.**

To,  
The President of India  
Acting through the  
Sr. Divisional Signal and Telecom Engineer/Cord./DLI  
Northern Railway, DRM Office, New Delhi.

I/We \_\_\_\_\_ have read the various conditions to tender attached hereto and agree to abide by the said conditions. I/We also agree to keep this offer open for acceptance for a period of **60** days from the date fixed for closing of the tender and in default thereof, I/We will be liable for forfeiture of my/our "Bid Security". I/We offer to do the work for **1. Provision of Railnet, WiFi coverage and information display board at BLC Depot/TKD, 2. Provision of CCTV cameras at TKJ ORH Abhinandan, 3. Provision of IP based CCTV at Weighbridges installed at TKD, NDLS, DKZ, PTNR, HNZN & DLI for online monitoring.** at the rates quoted in the attached bill(s) of quantities and hereby bind myself/ourselves to complete the work in all respects within **9 Months** from the date of issue of letter of acceptance of the tender.

2. I/We also hereby agree to abide by the Indian Railways Standard General Conditions of Contract, with all correction slips up-to-date and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by Railway in the annexed Special Conditions/Specifications, Standard Schedule of Rates (SSOR) with all correction slips up-to-date for the present contract.

3. A Bid Security of **Rs.2,25,100/-** has already been deposited online/ submitted as Bank Guarantee bond. Full value of the Bid Security shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if:

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

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

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

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

Signature of Witnesses:

(1) \_\_\_\_\_

(2) \_\_\_\_\_

\_\_\_\_\_

Signature of Tenderer(s)

Date \_\_\_\_\_

# **Chapter-1**

## **INSTRUCTIONS TO TENDERERS (ITT)**



## **INSTRUCTIONS TO TENDERER(S)**

**NAME OF WORK: 1. Provision of Railnet, WiFi coverage and information display board at BLC Depot/TKD, 2. Provision of CCTV cameras at TKJ ORH Abhinandan, 3. Provision of IP based CCTV at Weighbridges installed at TKD, NDLS, DKZ, PTNR, HNZM & DLI for online monitoring.**

- 1.0 Tender for Works: Tender Forms shall embody the contents of the contract**
- a. Documents either directly or by reference and shall be as per specimen form, E-Tender Form shall be issued free of cost to all tenderers.**
  - b. 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.**
  - c. The works are required to be completed within a period of Nine months from the date of issue of acceptance letter**
- 2.0 e-Publishing:** Tender notice and Tender Documents for open Tenders are being published on Northern Railway website [www.ireps.gov.in](http://www.ireps.gov.in).
- 2.1 Validity of Tender:** Tender must be open for the period as mentioned in cover letter of Tender Document. Validity of tender for single packet=60 days & for two packet system =90 days.
- 2.2 Amendment of Tender Document:** Before the deadlines for the submission of Tender Document, Railway may modify the Tender Document by issuing Addendum/Corrigendum. Tenderers are advised to down load Tender Documents well in advance to submit the Tender before the stipulated time. However it is the responsibility of the Tenderer to check any correction or any modifications (Addendum/Corrigendum) published subsequently in newspapers as well as on web site and same shall be taken in to account while submitting the Tender. Tenderer shall down load corrigendum (if any) print it out, sign and attach it with main Tender Document. **Railway will not be responsible for any network error or internet connection as there would be sufficient time to submit the tender through e-Tendering.**
- 3.0 CREDENTIALS OF CONTRACTORS as per GCC April 2022**
- 4.0 Care in Submission of Tenders:**
- a(i)** Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all-inclusive to accord with the provisions in Clause-37 of the Standard General Conditions of Contract for the completion of works to the entire satisfaction of the Engineer.
  - a(ii)** Tenderers will examine the various provisions of The Central Goods and Services Tax Act, 2017(CGST)/ Integrated Goods and Services Tax Act, 2017(IGST)/ Union Territory Goods and Services Tax Act, 2017(UTGST)/ respective state's State Goods and Services Tax Act (SGST)

- also, as notified by Central/State Govt. & as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.
- a(iii) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to railway immediately after the award of contract, without which no payment shall be released to the Contractor. The Contractor shall be responsible for deposition of applicable GST to the concerned authority.
  - a(iv) In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/ SGST Act, the railway shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.
  - (b) When work is tendered for by a firm or company, the tender shall be signed by the individual legally authorized to enter into commitments on their behalf.
  - (c) The Railway will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.
- 4.2 The tenderers shall submit a copy of certificate stating that all their statements/documents submitted alongwith bid are true and factual. Standard format of certificate to be submitted by the bidder is enclosed as **Annexure-A**. In addition to **Annexure-A**, in case of other than Company/Proprietary firm. **Annexure-A(1)** shall also be submitted by the each member of a Partnership Firm / Joint Venture (JV) / Hindu Undivided Family (HUH / Limited Liability Partnership (LLP) etc, as the case may be. Non submission of above certificate(s) by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self-attested/digitally signed by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document.
- 4.3 **Tenderer Constitution and requirement of Authorize Signatory:** The tenderer/s who are constituents of firm, company, Joint Venture (JV) association or society must forward attested copies of the constitution of their concern, partnership deed and power of attorney with their tender as per Tender Form 3 of Tender Document. 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, JV association or society as the case may be). The Railway will not be bound by any power of attorney granted by the tenderer/s or by changes in the composition of the firm made subsequent to the award of the contract. **Para E of Annexure E** specifies the action to be taken in such matters. The cost of such action, including legal advice will be chargeable to the Tenderer/ contractor. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. **(Please refer Para 10.0 and Annexure E also).**

- 4.4 Cost of Tender Document:** The cost of Tender Document (TDC) is not refundable. Failure to deposit cost of tender will lead to summarily rejection of tender. **The cost of Tender documents will be as per Railway Board's guidelines.** However, e-Tender Forms shall be issued free of cost to all tenderers.

#### **4.5 Bid Security**

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

Value of the Work	Bid Security
For All Work	2% of the estimate cost of the work.

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

**Note: - 1. Bid Security will be acceptable online through net banking or gateway payment only in favour of Sr.DFM/NR/Delhi Division or FA&CAO/NR. The cost of tender document is not refundable and should not be included with Bid Security.**

- a. It shall be understood that the tender documents have been issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Engineer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be forfeited to the Railway.
- b. **If his tender is accepted, this Bid Security mentioned in sub clause 4.5 above will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract 2022 Part-II. The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.**
- c. **In case, contractor submits the term deposit receipt/bank guarantee bond towards full security deposit, the railway shall return the Bid Security so retained to the contractor.**

- d. **The Bid Security shall be deposited either in cash through e-payment gateway or submitted as Bank Guarantee bond from a scheduled commercial bank of India or as mentioned in tender documents. The Bank Guarantee bond shall be as per Annexure in GCC April 2022 and shall be valid for a period of 90days beyond the bid validity period.**
- e. **In case, submission of Bid Security in the form of Bank Guarantee, following shall be ensured:**
- i. A scanned copy of the Bank Guarantee shall be uploaded on e-Procurement Portal (IREPS) while applying to the tender.
  - ii. **The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document before closing date for submission of bids (i.e, excluding the last date of submission of bids)**
  - iii. Non submission of scanned copy of Bank Guarantee with the bid on e-tendering portal (IREPS) and/or non submission of original Bank Guarantee within the specified period shall lead to summary rejection of bid.
  - iv. The Tender Security shall remain valid for a period of 90 days beyond the validity period for the Tender.
  - v. The details of the BG, physically submitted should match with the details available in the scanned copy and the data entered during bid submission time, failing which the bid will be rejected.
  - vi. The Bank Guarantee shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification “Bid for the \*\*\*\*\* Project” and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of the envelope.
  - vii. The envelope shall be addressed to the officer and address as mentioned in the tender document.
  - viii. If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

**5.0 Definition of Similar Nature of Work: -**

**Work of supply, installation, testing and commissioning of networking system through OFC or Copper Cable or Microwave or Wireless or Leased line using Router / Switches / Hubs / LAN Extenders or Wireless LAN/IP DSLAM.**

**OR**

**AMC of networking system through OFC or Copper Cable or Microwave or Wireless or Leased line using Router / Switches / Hubs / LAN Extenders or Wireless LAN/IP DSLAM.**

**Note A1:** The Equipment shall be procured from **a)** If there is any RDSO approved source, then the equipment to be procured from the RDSO approved source or its authorized dealer/distributor. **b)** If there is no RDSO approved source but there is TEC approved source, then the equipment to be procured from the TEC approved source or its authorized dealer/distributor **c)** If there is no RDSO or TEC approved source, then the equipment to be procured from the OEM or its authorized dealer/distributor.

**6.0 Eligibility Criteria:** The Tenderer will be required to meet the following eligibility criteria for which credentials to be submitted by Tenderer, along with Tender Documents.

**6.1 Technical Eligibility Criteria:**(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:

- (i) Three similar works costing not less than the amount equal to 30% of advertised value of the tender, or
- (ii) Two similar works costing not less than the amount equal to 40% of advertised value of the tender, or
- (iii) One similar work costing not less than the amount equal to 60%
- (iv) of advertised value of the tender.
- (b) (1) In case of tender for composite works (e.g. works involving more than one distinct component, such as Civil Engineering works, S&T works, Electrical works, OHE works etc. and in the case of major bridges – substructure, superstructure etc.), tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:
  - (i) Three similar works costing not less than the amount equal to 30% of advertised value of each component of tender, or
  - (ii) Two similar works costing not less than the amount equal to 40% of advertised value of each component of tender, or.
  - (iii) One similar work costing not less than the amount equal to 60% of advertised value of each component of tender

Note For

- (b) (i) Separate completed works of minimum required values shall also be considered for fulfillment of technical eligibility criteria for different components.
- (b) (ii) In such cases, what constitutes a component in a composite work shall be clearly pre-defined with estimated tender cost of it, as part of the tender documents without any ambiguity.
- (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 Contract or through subcontractor fulfilling the requirements as per clause 7 of the Standard General Conditions of Contract Part-II of GCC or jointly i.e., partly himself and remaining through subcontractor, with prior approval of Chief Engineer in writing.

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

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

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

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

**Note for 6.1:-**

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

tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates.

In case tenderer submits work experience certificate issued by public listed company, the tenderer shall 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.

**6.2 Financial Eligibility Criteria:**

The tenderer must have minimum average annual contractual turnover of V/N or V Whichever is less; where

V= Advertised value of the tender in crores of Rupees

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

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

The tenderers shall submit requisite information as per Form-2, along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet.

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

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

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

**6.5 Explanation for clause 6.1 to 6.4- Eligibility Criteria: -**

1. *Substantially Completed Work means an ongoing work in which payment equal to or more than 90% of the present contract value (excluding the payment made for adjustment of Price variation (PVC), if any) has been made to the contractor in that ongoing contract and no proceedings of termination of contract on Contractor's default has been initiated. The credential certificate in this regard should have been issued not prior to 60 days of date of invitation of present tender.*
2. In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfilment of credentials.
3. If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfilment of credentials.
4. In case of completed work, the value of final bill (gross amount) including the PVC amount (if paid) shall be considered as the completion cost of work. In case final bill is pending, only the total gross amount already paid including the PVC amount (if paid) shall be considered as the completion cost of work.

*In case of substantially completed work, the total gross amount already paid including the PVC amount (if paid), as mentioned in the certificate, shall be considered as the cost of substantially completed work.*

5. If a bidder has successfully completed a work as subcontractor and the work experience certificate has been issued for such work to the subcontractor by a Govt. Organization or public listed company as defined in Note for Item 6.1 Para 6.0 of the Tender Form (Second Sheet), the same shall be considered for the purpose of fulfillment of credentials.
6. In case a work is considered similar in nature for fulfilment of technical credentials, the overall cost including the PVC amount (if paid) *of that completed work or substantially completed work* shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.
7. In case of newly formed partnership firm, the credentials of individual partners from previous propriety firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution / split and their share in newly formed partnership firm. For example, a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of  $0.3 \times 0.2$  \* value of the work done in the previous entity. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.



8. In case of existing partnership firm, if any one or more partners quit the partnership firm, the credentials of remaining partnership firm shall be re-worked out i.e., the quitting partner(s) shall take away his credentials to the extent of his share on the date of quitting the partnership firm (e.g. in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and credentials of Rs 10 crore; in case partner C quits the firm, the credentials of this partnership firm shall remain as Rs 6 crore). For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.
9. In case of existing partnership firm if any new partner(s) joins the firm *without any modification in the name and PAN/TAN no. of the firm*, the credentials of partnership firm shall get enhanced to the extent of credentials of newly added partner(s) GCC April 2022 on the same principles as mentioned in item 6 above. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deeds, dissolution/splitting deeds and proof of surrender of PAN No.(s) in case of dissolution of partnership firm etc.
10. Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., In a partnership firm of A&B partners, A or B partner cannot use credentials of partnership firm of A&B partners in any other partnership firm or propriety firm without leaving partnership firm of A&B partners.
11. In case a partner in a partnership firm is replaced due to succession as per succession law, the proportion of credentials of the previous partner will be passed on to the successor.
12. If the percentage share among partners of a partnership firm is changed, but the partners remain the same, the credentials of the firm before such modification in the share will continue to be considered for the firm as it is without any change in their value. Further, in case a partner of partnership firm retires without taking away any credentials from the firm, the credentials of partnership firm shall remain the same as it is without any change in their value.
13. In a partnership firm “AB” of A&B partners, in case A also works as propriety firm “P” or partner in some other partnership firm “AX”, credentials of A in propriety firm “P” or in other partnership firm “AX” earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB.
14. In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm.
15. In case company A is merged with company B, then company B would get the credentials of company A also.

## **7. Relaxation of Eligibility Criteria for ‘Start-up’ firms:**

Technical and financial eligibility criteria mentioned in GCC 2022 shall normally apply to all firms including ‘Startup’ firms (recognized by Department of Industrial Policy and Promotion, Ministry of Commerce and Industry). However, before inviting tender, General Manager, on the recommendation of PHOD/CHOD of the department inviting tender and associate finance, can relax the applicability of eligibility criteria to ‘Start-up’ firms (recognized by Department of Industrial Policy and Promotion, Ministry of Commerce and Industry) on case to case basis.

## **8. Eligibility criteria for bidder from a country sharing land border with India:**

- I. Any bidder from a country which shares a land border with Indian will be eligible to bid in any tender only if the bidder is registered with the Competent Authority.
- II. “Bidder” (including the term ‘tenderer’, ‘consultant; or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated herein before, including any agency branch or office controlled by such person, participating in a procurement process.
- III. “Bidder from a country which shares a land border with Indian” for the purpose of this Order means:-
  - a. An entity incorporated, established or registered in such a country, or
  - b. A subsidiary of an entity incorporated, established or registered in a such a country; or
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity whose beneficial owner is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- IV. The beneficial owner of the purpose of (iii) above will be as under:
  1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting along or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.  
Explanation-

- a. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five percent of share or capital or profits of the company,
  - b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or share holders agreements or voting agreements.
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
  3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority
- In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance/ placement of order, registration shall not be a relevant consideration during contract execution.

**9.0 Bid Capacity:** The tender/technical bid will be evaluated based on bid capacity formula detailed.

**NOTE (A):** For judging the technical eligibility, financial capability and available bid capacity only those works which had been executed for the under Government/Semi Government/PSU shall be considered and the tenderer(s) will submit the certificate to this effect from the Officer concerned duly signed under the official seal. **It should be noted that credentials for the**

**works executed for Private Individual/Private Organization except as mentioned in note for 6.1 shall not be considered.**

**10.0 Documents to be submitted along with Tender**

**10.1 Partnership Deeds, Power of Attorney etc.:**

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

**10.2 (a) Sole proprietor Firm:**

- (i) All documents in terms of Para 6.0 of the Tender document.

**(b) HUF:**

- (i) A copy of notarized affidavit on Stamp Paper declaring that he who is submitting the tender on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF.
- (ii) All other documents in terms of explanatory notes in clause 6.0 above.

**10.3 Partnership Firm:**

**10.3.1** The Tenderer shall submit self-attested copies of (i) registered/ notarized partnership deed and (ii) Power of attorney (duly registered as per prevailing law) duly authorizing one or more of the partners of the firm or any other person (s), authorized by all the partners to act on behalf of the firm and to submit & sign the tender, sign the Agreement, witness measurements, sign measurement books, receive payment, make correspondences, compromise, settle/ relinquish any claim (s) preferred by the firm, sign "No Claim" certificate, refer all or any dispute to arbitration and to take similar action in respect of all tender/ Contract. **Guidelines regarding tenders by Partnership Firms and their Eligibility Criteria reproduce as Annexure-F.**

**10.3.2** "Any tender submitted by a partnership firm without enclosing self attested copy of registered/ notarized partnership deal or power of attorney duly authorizing the signatory as

noted above shall be treated as having been submitted by individual signing the tender documents. The railway will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor.”

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

**10.3.4** The partnership firm should have been in existence or should have been formed prior to submission of tender. Partnership firm should have either been registered with the Registrar or the partnership deed should have been notarized as per the Indian Partnership Act, prior to submission of tender.

**10.3.5** Separate identity / name should be given to the partnership firm. The partnership firm should have PAN / TAN number in its own name and PAN / TAN number in the name of any of the constituent partners shall not be considered. The valid constituents of the firm shall be called partners.

**10.3.6** Once the tender has been submitted, the constitution of the firm shall not normally be allowed to be modified / altered / terminated during the validity of the tender as well as the currency of the contract except when modification becomes inevitable due to succession laws etc., in which case prior permission should be taken from Railway and in any case the minimum eligibility criteria should not get vitiated. The re-constitution of firm in such cases should be followed by a notary certified Supplementary Deed. The approval for change of constitution of the firm, in any case, shall be at the sole discretion of the Railways and the tenderer shall have no claims what-so-ever. Any change in the constitution of Partnership firm after submission of tender shall be with the consent of all partners and with the signatures of all partners as that in the Partnership Deed. Failure to observe this requirement shall render the offer invalid and full Bid Security shall be forfeited.

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

- 10.3.7** A partner of the firm shall not be permitted to participate either in his individual capacity or as a partner of any other firm in the same tender.
- 10.3.8** The tender form shall be submitted only in the name of partnership firm. The Bid Security shall be submitted by partnership firm. The Bid Security submitted in the name of any individual partner or in the name of authorized partner (s) shall not be considered.
- 10.3.9** On issue of Letter of Acceptance (LOA) to the partnership firm, all the guarantees like Performance Guarantee, guarantee for various Advances to the Contractor shall be submitted only in the name of the partnership firm and no splitting of guarantees among the partners shall be acceptable.
- 10.3.10** On issue of Letter of Acceptance (LOA), contract agreement with partnership firm shall be executed in the name of the firm only and not in the name of any individual partner.
- 10.3.11** In case the Letter of Acceptance (LOA) is issued to a partnership firm, the following undertakings shall be furnished by all the partners through a notarized affidavit, before signing of contract agreement.

(a) Joint and several liabilities:

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

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

The partnership deed/partnership firm agreement shall normally not be modified/altered/terminated during the currency of contract and the maintenance period after the work is completed as contemplated in the conditions of the contract. Any change carried out by partners in the constitution of the firm without permission of Railway, shall constitute a breach of the contract, liable for determination of the contract under Clause 62 of the Standard General Conditions of Contract.

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

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

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

- (i) A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar.
- (ii) A notarized or registered copy of Power of Attorney in favour of the individual to tender for the work, sign the agreement etc. and create liability against the firm.
- (iii) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the bid ineligible or the contract shall be determined under Clause 62 of the Standard General Conditions of Contract April 2022.
- (iv) All other documents in terms of Para 6.0 above.

**10.3.13 Evaluation of eligibility of a partnership firm:**

Technical and financial eligibility of the firm shall be adjudged based on satisfactory fulfillment of the eligibility criteria laid down in Para 6.0 above.

**10.4 Company registered under Companies Act 2013:**

- (i) The copies of MOA (Memorandum of Association)/AOA (Articles of Association) of the company.
- (ii) A copy of Certificate of Incorporation.
- (iii) A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company.
- (iv) All other documents in terms of explanatory notes in clause 6.0 above.

**10.5. LLP (Limited Liability Partnership) Firm:**

If the tender is submitted on behalf of a LLP registered under LLP Act-2008, the tenderer shall submit along with the tender:

- (i) A copy of LLP Agreement
- (ii) A copy of Certificate of Incorporation of LLP.
- (iii) A copy of Power of Attorney/Authorization issued by the LLP in favour of the individual to sign the tender/MoU/JV on behalf of the LLP and create liability against the LLP.
- (iv) An undertaking by all partners of the LLP that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were / are partners/members. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.
- (v) All other documents in terms of explanatory notes in clause 6.0 above.

**10.6 Registered Society & Registered Trust:**

The tenderer shall submit:

- (i) A copy of the Certificate of Registration
- (ii) A copy of Memorandum of Association of Society/Trust Deed
- (iii) A copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust.
- (iv) A copy of Rules & Regulations of the Society.
- (v) All other documents in terms of explanatory notes in clause 6.0 above.

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

- (iii) 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.
- (iv) A tender from JV shall be considered only where permissible as per the tender conditions.
- (v) 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.

The tenderer whether sole proprietor / a company or a partnership firm / joint venture (JV) /registered society / registered trust / HUF / LLP etc if they want to act through agent or individual partner(s), should submit along with the tender, a copy of power of attorney duly stamped and authenticated by a Notary



Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person, specifically authorizing him/them to sign the tender, submit the tender and further to deal with the Tender/ Contract up to the stage of signing the agreement except in case where such specific person is authorized for above purposes through a provision made in the partnership deed / Memorandum of Understanding / Article of Association /Board resolution, failing which tender shall be summarily rejected.

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

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

### **11.0 Fraud & Corrupt Practice:**

**11.1** The Tenderer and their representative officers, employee, agents and advisors shall observe the highest standard of ethics during the Tendering process and subsequent to the issue of the LOA during the substance of the Agreement. Notwithstanding anything to contrary contained herein or in the LOA or the Agreement, Railway shall reject the Tender, Withdraw the LOA, or Terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the selected Tenderer, if it determines that the selected Tenderer, as the case may be has directly or indirectly or through agent, engaged in corrupt practice, fraudulent practice, Coercive practice, undesirable practice or restrictive practice in the Tendering process. In such an event, in addition to exercise of its right of Termination, Railway shall forfeit and appropriate the contract security or Performance Guarantee as the case may be, as mutually agreed genuine pre-estimation compensation and damage payable to Railway towards, inter alia, time, cost and effort of Railway, without prejudice to any other right or remedy that may be available to Railway hereunder or otherwise.

**11.2** Without prejudice to the right of Railway hereinabove and the rights and remedies which Railway may have under the LOA or the Agreement, if the Tenderer/Contractor, as the case may be, is found by Railway to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Tendering process, or after the issue of LOA or the execution of Agreement, **such Tenderer, Members and Contractor shall not be eligible to participate in any Tender issued by Northern Railway during a period of 02 (Two) years from the date such Tenderer, Member or Contractor, as the case may be, is found by Railway to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.**

**11.3** For the purposes of this clause, the following terms shall have the meanings hereinafter respectively assigned to them;

- (i) **“Corrupt Practice”** means the offering, giving, receiving or soliciting, directly or indirectly of anything of value to influence the action of any person connecting with the Tendering process (for avoidance of doubt, offering employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of Railway who is or has been associated in any manner, directly or indirectly with the Tendering process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from date such official resigns or retires from or otherwise ceases to be in the service of Railway, shall be deemed to constitute influencing the actions of a person connected with the Tendering process), or

Engaging in any manner whatsoever, whether during Tendering process or after the issue of the LOA or after execution of Agreement, as the case may be, any person in respect of in respect of any matters relating to the work or the LOA or the Agreement, who at any time has been or is a legal, financial or technical advisor of Railway in relation to any matter concerning to work.

- (ii) **“Fraudulent practice”** means a misrepresentation or Omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Tendering process;
- (iii) **“Coercive Practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Tendering process;
- (iv) **“Undesirable Practice”** means establishing contract with any person connected with or employed or engaged by Railway and/ or the Ministry of Railways and / or any Ministry or Department, Authority or body whether statutory or non-statutory that may be concerned or connected, in any manner whatsoever, with this work, with the objective of canvassing, lobbying, seeking intervention in or in any manner influencing or attempting to influence the Tendering process; or having a conflicted of interest; and
- (v) **“Restrictive Practice”** means forming a cartel or arriving at any understanding or arrangement among Tenderers with the objective of restricting or manipulating a full and fair competition in the Tendering process.

**11.4 Confidentiality:** Information relating to the examination, clarification, evolution and recommendation for the Tenderer shall not be disclosed to any person, who is not officially concerned with the process or is not retained professional advisor Advising Railway, in relation to, or matter arising out of, or concerning the Tendering process. Railway will treat all information submitted as part of the Tender, in confidence and will require all those who have access to such material to treat the same in confidence. Railway may not divulge any such

information unless it is directed to do so by a Court of Law and/ or any statutory entity that has the power under Law to require its disclosure.

#### **12.0 Employment/ Partnership etc. of Retired Railway Employee:**

(a) Should a tenderer

- i) be a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, OR
- ii) being partnership firm / joint venture (JV) / registered society / registered trust etc have as one of its partners/members a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, OR
- iii) being an incorporated company have any such retired Engineer of the gazetted rank or any other gazetted officer working before his retirement as one of its directors

AND

in case where such Engineer or officer had not retired from government service at least 1 year prior to the date of submission of the tender

THEN

the tenderer will give full information as to the date of retirement of such Engineer or gazetted officer from the said service and as to whether permission for taking such contract, or if the Contractor be a partnership firm or an incorporated company, to become a partner or director as the case may be, has been obtained by the tenderer or the Engineer or officer, as the case may be from the President of India or any officer, duly authorized by him in this behalf, shall be clearly stated in writing at the time of submitting the tender.

- b) In case, upon successful award of contract, should a tenderer depute for execution of the works under or to deal matters related with this contract, any retired Engineer of gazette rank or retired gazetted officer working before his retirement in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, and now in his employment, then the tenderer will ensure that retired Engineer or retired gazetted officer had retired from government service at least 1 year prior to the date of his employment with tenderer and in case he had retired from service within a year then he possesses the requisite permission from the President of India or any officer, duly authorized by him in this behalf, to get associated with the tenderer.
- c) Should a tenderer or Contractor being an individual, have member(s) of his family or in the case of partnership firm/ company / joint venture (JV) / registered society / registered trust etc. one or more of his partner(s)/shareholder(s) or member(s) of the family of partner(s)/shareholder(s) having share of more than 1% in the tendering entity employed in gazetted capacity in the Engineering or any other department of the railway, then the tenderer at the time of submission of tender, will inform the authority inviting tenders the details of such persons.

Note:- If information as required as per 12.0 a), b), c) above has not been furnished, contract is liable to be dealt in accordance with provision of clause 62 of Standard General Condition of contract.

**13.0 Miscellaneous:** The Tendering process shall be governed by and construed in accordance with the Laws of India and the Courts at.....Shall have exclusive jurisdiction over all disputes arising under pursuant to and/ or in connection with the Tendering process.

Railway in its sole discretion and without incurring any obligation or liability reserves the right at any time to;

- (i) Suspend or cancel the Tendering process and /or amend and/ or Supplement the Tendering process or modify the dates or other terms & condition relating thereto;
- (ii) Consult with any Tenderer in order to receive clarifications or further information;
- (iii) Retain any information and /or evidence submitted to Railway by, on behalf of, and/ or in relation to any Tenderer, and / or.
- (iv) Independently verify, disqualify, reject and/ or accept any and all submission or other information and/ or evidence submitted by or on behalf of any Tenderer.

**13.1** No Tenderer should tender for the work for speculative purposes. Once the Tender Documents is submitted, no change shall be permitted in the equity participation in the work of the Tenderer or Member of the firm except as expressly otherwise provided in the Tender Documents. Any breach of this condition shall lead to rejection of the Tender and /or termination of Agreement.

**13.2** No assignment, Sale, Transfer, Conveyance of the work shall be permitted except as otherwise expressly provided in the Tender Documents. Any breach of this condition shall lead to rejection of the Tender and /or termination of Agreement.

**13.3** For the sake of clarity, the Tenderer (s) may note that in case there are any obligation (s) or condition (s) imposed on them under a particular clause of any part of the Tender Documents, which includes the forms, and on a similar issue some additional conditions are mentioned under another clause of any other part of the Tender Documents, which includes the forms, then all the conditions and/ or obligations should be read in conjunction with each other and all of them have to be fulfilled.

**13.4** It shall be deemed that by submitting the Tender, the Tenderer agrees and releases Railway, its employees, agents, consultants and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all right and/ or claims it may have in their respect, whether actual or contingent, whether present or future. No claim of any nature and to any extent whatsoever shall be made by any Tenderer against Railway, its employees, agents, consultants and advisers.

**13.5** The Tender Documents including all attached documents are and shall remain the property of Railway and are transmitted to the Tenderer solely for the purpose of preparation and submission of the Tender in accordance herewith. Tenderer are to treat all information as strictly confidential

and shall not use it for any purpose other than for the preparation and submission of their Tenders. Railway will not return any Tender or any information provided to it by the Tenderers.

**13.6 Preparation & Submission of Document:** The Tenderer will be deemed to visit the site and inspected the same to acquaint itself about all the existing site conditions, Laws and regulations before submitting his/their Tender. Once the Tender is submitted no Tenderer will be permitted to withdraw his/their Tender on the ground of any alleged defect in the site or its conditions.

All the contents of the Tender should be typed or hand written in indelible blue ink and signed by Tenderer/authorized signatory of the Tenderer who shall also initial each page in Blue ink. The Tenderer requirement in the Tender, for authorizing the signatory to commit the Tenderer. The power of attorney must include the specimen signature of the authorized signatory duly attested by authorized person under applicable laws.

**14.0 Credential/ Approved list of contractors:**

**14.1** Works of construction and of supply of material shall be entrusted for execution to contractors whose capabilities and financial status have been investigated and approved to the satisfaction of the Railway. For this purpose, list of approved contractors shall be maintained in the Railway. The said list be revised periodically once in a year or so by giving wide publicity through advertisements etc.

A Contractor including a contractor who is already on the approved list shall apply to the **concerned** General Manager (Construction)/ Chief Administrative Officer (Construction)/ **Principal** Chief Engineer/**Principal** Chief Signal & Telecommunication Engineer / **Principal Chief Mechanical Engineer** and **Principal** Chief Electrical Engineer, Divisional Railway Manager, furnishing particulars regarding:

- (a) his position as an independent contractor specifying Engineering organization available with details or Partners / Staff / Engineers employed with qualifications and experience;
- (b) his capacity to undertake and carry out works satisfactorily as vouched for by a responsible official or firm, with details about the transport equipment's, construction tools and plants etc., required for the work maintained by him;
- (c) his previous experience of works similar to that to be contracted for, in proof of which original certificates or testimonials may be called for and their genuineness verified, if needs be, by reference to the signatories thereof;
- (d) his knowledge from actual personal investigation of the resources of the area/zone or zones in which he offers to work;
- (e) his ability to supervise the work personally or by competent and duly authorized agent;
- (f) his financial position;

- 14.2** An applicant shall clearly state the categories of works and the Area / Zone / Division(s) / District(s) in which he desires registration in the list of approved contractors.
- 14.3** The selection of contractors for enlistment in the approved list would be done by a committee for different value slabs as notified by Railway.
- 14.4** An annual fee as prescribed by the Railway from time to time would be charged from such approved contractors to cover the cost of sending notices to them and clerkage for tenders etc. Notices shall be send to them on registered e-mail address and registered postal address.
- 14.5** The list of approved contractors would be treated as confidential office record.

**15.0 Tenderers Credentials:**

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

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

- (i) Certificates and testimonials regarding contracting experience for the type of job for which tender is invited with list of works carried out in the past.
- (ii) Certificates which may be an attested Certificate from the client, Audited Balance Sheet duly certified by the Chartered Account et regarding contractual payments received in the past.
- (iii) The list of personnel / organization on hand and proposed to be engaged for the tendered work **(Form-7)**. Similarly list of Plant & Machinery available on hand and proposed to be inducted and hired for the tendered work **(Form-8)**.
- (iv) A copy of certificate stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the certificate to be submitted by the bidder is enclosed as **Annexure-A**. In addition to **Annexure-A**, in case of other than Company/Proprietary firm, **Annexure-A(1)** shall also be submitted by the each member of a partnership firm / Joint Venture (JV / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. as the case may be. Non submission of a copy of certificate by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested / digitally signed by which they/he are is qualifying the Qualifying Criteria mentioned in the Tender Document.
- (v) Railway reserved the right to verify all statements, information and documents submitted by bidder in each tender offer and the bidder shall when so required by the railway make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the railway shall not relieve the bidder of its obligation and liabilities hereunder nor will it affect any rights of the railway there under.

- (vi) (a) In case of any information submitted by tenderer is found to be false forged or incorrect at any time during process of evaluation of tenders, it shall lead to forfeiture of the tender Bid Security besides banning of business for a period of upto two years.
- (b) In case of any information submitted by tenderer is found to be false forged or incorrect after the award of contract, the contract shall be terminated. Bid Security, Performance Guarantee and Security Deposit available with railway shall be forfeited. In addition, other dues of contractor, if any under this contract shall be forfeited and agency shall be banned for doing business for a period of upto two years.
- (vii) Note: Non-compliance any of the conditions set forth therein above is liable to result in the tender being reject.

#### **16.0 Consideration of Tenders:**

##### **16.1 Right of Railway to Deal with Tenders:**

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

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

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

**16.1.3** If the tenderer(s) expire(s) after the submission of his / their tender or after the acceptance of his / their offer, the Railway shall deem such tender cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the Railway shall deem such tender as cancelled, unless the firm retains its character.

##### **16.1A Two Packets System of Tendering:**

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

**16.1B Pre Bid Conference:** Intenders having advertised value more than Rs 50 Crore or as mentioned in the tender document, Railway shall conduct Pre Bid Conference(s) with the prospective bidders.

**16.1C Make in India Policy:** Provisions of Make in India Policy 2017 issued by Govt. of India, as amended from time to time, shall be followed for consideration of tenders.

**16.1D Permission to Bid for a bidder from a country which shares Land boundary with India:**

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

**16.1E Clarification of Bids:** To assist in the examination, evaluation & comparison and pre-qualification of the Tender, the Railway may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Railway shall not be entertained or considered. The Railway request for clarification and the response of the bidder in this regard shall be in writing.

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

**16.1F** However, in case of tender more than Rs.10 crore two packet system of tender is to be adopted.

**16.1G** Tenderer(s) shall upload two files/packets. File-I/Packet-I and File-II/Packet-II. File-I/packet-I shall contain Technical Cum Commercial bid and all necessary documents regarding constitution of the firm and other requisite documents/credentials.

**16.2 Opening of Tender: E- tenders are opened after closing date and time of submission online bids on website [www.ireps.gov.in](http://www.ireps.gov.in) through Digital Signature Certificate/Encryption Certificate of concern Authorized Officer of Railways on specified date and time. However, if date of tender opening is declared as Holiday, the tender will be opened at the same time on next working day.**

**17.0 Omission, Discrepancies & Clarification:**

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

**18.0 Evaluation of Tender/ Bids:** Eligibility proposals that are found to be responsive will be evaluated by Railway to check whether he/they meet the Eligibility Criteria as laid down in



section 17 (Tender form 1) of tender document. Thereafter declaration about not having conflict of interest, that Tender does not contain any condition and other relevant documents attached with Tender Document may be verified by Railway. To facilitate evaluation Railway may at its sole discretion, seek clarifications in writing from any Tenderer on the attached documents in the format as considered appropriate by Railway. Notwithstanding anything to the contrary contained in the Tender Documents. Railway may, at its sole discretion, waive any minor infirmity, non-conformity or irregularity in a Tender Document that does not constitute a material deviation and that does not prejudice or affect the relative position of any Tenderer, provided it confirms to all the terms, condition of Tender Documents without any material deviation, objection, conditionality or reservation

**“No post tender correspondence for submission of additional documents shall be entertained after opening of the Technical & Commercial offers. Even suo-moto post tender letters of the tenders shall be treated as NULL & Void.”**

## **19.0 Contract Document:**

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

## **20.0 (A) Performance Guarantee**

The procedure for obtaining Performance Guarantee is outlined below:

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

In all other cases, if the Contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated. In case contract is terminated railway shall be entitled to forfeit Bid Security and other dues payable against that particular contract, subject to maximum of PG amount. In case a tenderer has not submitted Bid Security on the strength of their

registration as a Startup recognized by Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect. The failed Contractor shall be debarred from participating in re-tender for that work.

- (b) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to **5%** of the original contract value and additional Performance guarantee as per Clause 20(A)(h) in any following forms:

- (i) A deposit of Cash;
- (ii) Irrevocable Bank Guarantee;
- (iii) Insurance Surety Bond as per Form-13.

Note:-

In Case of extension of Date of Completion, selected bidder needs to submit extended Insurance surety bond/ Fresh Insurance Surety Bond/fresh Performance security, in any form as given above, before expiry of existing Insurance Surety Bond.

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

- (g) The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
- (i) Failure by the Contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.
  - (ii) Failure by the Contractor to pay President of India any amount due, either as agreed by the Contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer.
  - (iii) The Contract being determined or rescinded under clause 62 of these conditions.
  - (iv) The format of Performance Guarantee is at Form-11.
- (h) If a tender is accepted on the quoted rates of bidder which is below the advertised tender value, an additional performance security shall be submitted by the bidder as below:-

Bid Quoted in % of advertised cost	Additional Performance Guarantee(%)
Below 0-5% (inclusive)	NIL
Below 5%	5%

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

**20.2 Applicable charges/recoveries/Advance etc:** Please refer to Annexure-G of Tender Document.

**20.3 Special Conditions of Contract for mandatory updation of Labour data on Railway's shramikkalyan portal by Contractor.**

**The special conditions are as under:**

- A. Contractor is to abide by the provisions of Payment of Wages act & Minimum Wages Act in terms of clause 54 and 55 of Indian Railways General Conditions of Contract. In order to ensure the same, an application has been developed and hosted on website [www.shramikkalyan.indianrailways.gov.in](http://www.shramikkalyan.indianrailways.gov.in). Contractor shall register shall his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/updation of Portal shall be done as under:
- (a) Contractor shall apply onetime registration of his company/firm etc. in the Shramikkalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration on the portal within 7 days of receipt of such request.
  - (b) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all LOAs issued in his favour.

- (c) The contractor once registered on the portal, shall provide details of his Letter of Acceptances (LoA)/Contract Agreements on shramikkalyan portal within 15 days of issue of any LoA for approval of concerned engineer. Engineer shall update (if required) and approve the details of LoA filled by contractor within 7 days of receipt of such request.
- (d) After approval of LoA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment them on shramikkalyan portal on monthly basis.
- (e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.
- B. 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 labors engaged in connection with this contract and payments made to them during the wage period in Railway's Shramikkaliyanportalat [www.shramikkalyan.indianrailways.gov.in](http://www.shramikkalyan.indianrailways.gov.in) 'till Month Year." (Rly. Board letter No. 2018/CE-I/CT/4 Dt. 17.10.2018).

#### 21.0 WARRANTY: -

The contractor shall rectify defects that may arise in the executed work within a period of **One year (Twelve Months)** after certified completion of the work, such defects being due to bad workmanship or change in programming on the part of contractor. During the warranty of **One Year** the contractor shall replace all the defective components / cards/ Equipments free of cost. Warrantee period shall start from the certified date of commissioning of the system.

#### 22.0 STORE TO BE SUPPLIED BY THE CONTRACTOR:

- 22.1 **SSE/T/Faridabad** will be the in-charge for execution & measurement of the Work. All materials being supplied to the Railway in this contract shall be supplied by the contractor at Store of **SSE/T/Faridabad** the contractor shall take material from store of **SSE/T/ Faridabad** to work site at his own cost and arrange tools and equipment's required in connection with the execution of works as detailed in schedule. **ADSTE/T/HQ/DLI** shall be the Officer-Incharge for this work.
- 22.2 If any material is supplied by the Railway either at the contractor's request or sue-moto in order to prevent any possible delay. In case the delay in the execution of the work likely to occur due to the contractor inability to make adequate arrangement for supply thereof or otherwise recovery will be made from the contractor's bill at the book rate at the last purchase rate or the prevailing market rate whichever is higher plus 5% on account of initial freight at 2% on account of accidental charges together with supervision charges at 12.5% of the total cost inclusive of material, freight & incidental charges. Freight between Railway sources of supply and the site of work shall be to the contractor's account. If however, the material required by the contractor is not available in Railway stock or the Railway decides not to supply the same, be that for what so ever reason the Railway shall not be bound to arrange for the supply at the cost quoted above or at any other cost nor will this fact be accepted as an excuse for delay in the execution of work.

#### 23.0 Indemnity by Contractors:

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

#### **INDEMNITY BOND AND STANDING BANK GUARANTEE AGAINST MATERIALS SUPPLIED TO CONTRACTOR**

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 Railways. The stores lost, when under custody of the Contractor, will be made good by the Contractor.

For material supplied to the contractor by the railway, the contractor shall furnish a standing **Indemnity Bond** (in FORM-6). The contractor shall also furnish a standing Bank Guarantee as per **FORM-6** for a sum of **Rs. 50,000/- (Rs. Fifty Thousand only)** for the advertised cost below **Rs. 50 Lacs** and sum of **Rs. 1,00,000/- (Rs. One Lacs only)** for the advertised cost above Rs. 50 Lacs for the material supplied by Railway direct from the time he commences taking delivery of material to the time the material are used in execution of work and quantities finally reconciled.

#### **24.(1) Security Deposit:**

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

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

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

Note: Security Deposit deposited in cash by the Contractor or recovered from the running bills of a Contractor or submitted by contractor as Term Deposit Receipt(s) can be refunded/returned to the contractor, in lieu of irrevocable Bank Guarantee bond issued from scheduled commercial bank of India, to be submitted by him, for an amount equal to or more than the already available

Security Deposit, provided however that, in a contract of value less than Rs. 50 Crore, such refund/ return of the already available Security Deposit is permitted up to two times and in a contract of value equal to or more than Rs. 50 Crore, such refund / return of the already available Security Deposit is permitted up to three times.

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

- (a) Final Payment of the Contract as per clause 31. (1) of standard condition of contract **and**
- (b) Execution of Final Supplementary Agreement or Certification by Engineer that Railway has No Claim on Contractor **and**
- (c) Maintenance Certificate issued, on expiry of the maintenance period as per clause 50. (1) of standard condition of contract in case applicable.

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

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

## **25.0 INSPECTION OF MATERIAL:**

Materials to be supplied by contractor shall be of best quality and shall conform to the relevant specification design and drawings. The materials shall be procured by the contractor(s) from the manufactures of repute or the authorized firms as approved by the Engineer-in-charge.

Inspection of all materials to be supplied under this contract will be carried out by the Railway. The insp. charges of inspection will be on the Railway's account subject to other provisions here in contained. The contractor shall give at least 4 weeks' notice to the purchaser or his nominee to enable him to arrange necessary inspection.

Materials appearing in RDSO approved list as per IRS/RDSO design or specification shall be inspected by RDSO before they are finally used in works. Materials other than this will be inspected by purchaser/Engineer or his representative/RITES. Telecom items of DOT/TEC specification which are inspected by RDSO usually shall also be got inspected by RDSO.

In case RDSO do not inspect an item on account of item being of small value or shows inability to inspect the material for any reasons, the same may be inspected by consignee or any other Railway representative. The cost of all test and/or analysis affected at the manufacture/contractor's works shall be borne by the contractor. The expenses of travel, boarding and lodging for Railway's Engineer/agent deputed for inspection shall be borne by the Railway.

Materials put up for inspection shall be exactly for the type and quantity laid down in the schedule of works. Any variation shall require the prior approval of the Railway before the material is manufactured or tendered for inspection.

Railway's Engineer will, inspect and test the work at all stages and shall have full powers to reject all or any work that may be considered defective or inferior in quality of material of poor

workmanship or design. The contractor shall carry out such tests at his cost as are necessary in the opinion of the Railways to ensure necessary compliance of the specifications of the contract.

All material brought to site can be erected only after inspection and acceptance by the Engineer in-charge or his authorized representative.

During the execution of the contract, samples may be taken for the purpose of test and/or analysis under the conditions laid down in specifications, such samples to be prepared for testing and forwarded to the testing agency and shall be free of all cost of the Railway.

The contractor will be called upon to pay all the expenses incurred by the Railway in respect of any work or materials found to be defective or of inferior quality, adulterated or otherwise unacceptable.

The completed installation at all stages shall be subjected to checks and test as decided by Railways and the contractor shall be liable to remedy such defects as discovered during these checks and test and make good all deficiencies brought out. However, complete installation will be taken over finally on completion of the full system, it will be the responsibility of the contractor to rectify any discrepancy noticed within a period of one month from the date the complete system is taken over. For the purpose of taking over, joint inspection will be carried out by DSTE/ADSTE and SSE(Sig)/SSE(Tele). The contractor should make himself or his representative available at the time of joint inspection. The decision of the Engineer shall be final in the matter.

The contractor shall advise the Railway 15 days in advance the time when his portion of the work will be completed by him and be ready for inspection. The Railway will make inspection after the advice of completion of work is received from the Contractor.

Although the contractor's portion of the work shall be inspected by the Railway as indicated above, it is possible that certain defects may appear at the time of installation. The contractor shall be responsible to rectify these defects to the satisfaction of the Railway.

During inspection of installation by Railway Engineer the contractor shall make such tests as would be necessary to demonstrate to the satisfaction of the Railway that the work as completed by him is in accordance with the specifications of the contract. The contractor shall provide such instruments and apparatus as may be necessary for making these tests.

- 1) **RDSO INSPECTION:** Telecommunication/Networking items which appear in RDSO approved list and supply value is above Rs.5,00,000/- should be got inspected by RDSO. All item irrespective of their value, if it falls in critical list of items (as mentioned by RDSO), will be inspected by RDSO.
- (a) Existing Boards guidelines for placement of developmental orders on new sources shall be followed by Railways.
- 2) **RTES INSPECTION:** All Telecommunication/Networking items which appear in RDSO approved list for which supply cost is above Rs.5,00,000/- should be got inspected by RTES.
- 3) In case RDSO/RTES show inability to inspect the material for any reason, competent authority shall make alternative arrangement for inspection.
- 4) Before placing order and arranging supply of material, approval regarding inspecting authority will be taken from **DSTE/Tele/HQ/DLI & DSTE/Sig/HQ/DLI**.

26. **Force Majeure Clause:** If at any time, during the continuance of this contract, the performance in

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

**26A Extension of Time in Contracts:** Subject to any requirement in the contract as to completion of any portion or portions of the works before completion of the whole, the Contractor shall fully and finally complete the whole of the works comprised in the contract (with such modifications as may be directed under conditions of this contract) by the date entered in the contract or extended date in terms of the following clauses:

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

The Contractor shall indicate the period for which the work is likely to be delayed and shall seek extension of time as may be considered necessary under clause 17A(i) or/and 17A(ii) or/ and 17A(iii) above, as soon as the cause thereof shall arise and, in any case, not less than 15 Days before the expiry of the date fixed for completion of the works. The Engineer shall consider the



same and shall grant and communicate such extension of time as in his opinion is reasonable having regard to the nature and period of delay and the type and quantum of work affected thereby. No other compensation shall be payable for works so carried forward to the extended period of time; the same rates, terms and conditions of contract being applicable, as if such extended period of time was originally provided in the original contract itself.

The non-submission of request for extension or submission of request within less than 15 Days before the expiry of the date fixed for completion of the works, shall make him ineligible for extension under these sub clauses, subject to final decision of Engineer.

- 26B Extension of Time with Liquidated Damages (LD) for delay due to Contractor:** The time for the execution of the work or part of the works specified in the contract documents shall be deemed to be the essence of the contract and the works must be completed not later than the date(s) as specified in the contract. If the Contractor fails to complete the works within the time as specified in the contract for the reasons other than the reasons specified in Clause 17 and 17A, 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 (Performa at Annexure-VII of GCC April 2022) as the Engineer may decide. On such extension the Railway will be entitled without prejudice to any other right and remedy available on that behalf, to recover from the Contractor as agreed damages and not by way of penalty for each week or part of the week, a sum calculated at the rate of Liquidated damages as decided by Engineer, between 0.05% to 0.30% of contract value of the works for each week or part of the week.

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

Provided further, that if the Railway is not satisfied that the works can be completed by the Contractor and in the event of failure on the part of the contractor to complete the work within further extension of time allowed as aforesaid, the Railway shall be entitled without prejudice to any other right or remedy available in that behalf, to appropriate the contractor's Security Deposit and rescind the contract under Clause 62 of these Conditions, whether or not actual damage is caused by such default.

**NOTE:**

In a contract, where extension(s) of time have been allowed once under clause 17B, further request(s) for extension of time under clause 17A can also be considered under exceptional circumstances. Such extension(s) of time under clause 17A shall be without any Liquidated damages, but the Liquidated damages already recovered during extension(s) of time granted previously under clause 17B shall not be waived. However, Price variation during such extension(s) shall be dealt as applicable for extension(s) of time under clause 17B.

- 26C Bonus for Early Completion of Work:** 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.

**27.(1) Illegal Gratification:**

Procuring authorities as well as bidders, contractors and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:

- i) “Corrupt practice”: making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
- ii) “Fraudulent practice”: any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;
- iii) “Anti-competitive practice”: any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the procuring entity, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
- iv) “Coercive practice”: any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process or affect the execution of a contract;
- v) “Conflict of interest” (COI): any personal, financial, or business relationship between the bidder and any personnel of the procuring entity who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of the procuring entity directly or indirectly;
- vi) “Undue Advantage”: improper use of information obtained by the bidder from the procuring entity with an intent to gain an unfair advantage in the procurement process or for personal gain. This also includes if the bidder (or his allied firm) provided services for the need assessment/procurement planning of the tender process in which he is participating;
- vii) “Obstructive practice”: materially impede the procuring entity’s investigation of a procurement process either by deliberately destroying, falsifying, altering, or by concealing of evidence material to the investigation; or by making false statements or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matter relevant to such investigation or from pursuing the investigation; or by impeding the procuring entity’s rights of audit or access to information;

**27.(2) Punitive Provisions:**

Without prejudice to and in addition to the rights of the procuring entity to other penal provisions as per the bid documents or contract, if the procuring entity comes to a conclusion that a (prospective) bidder contractor directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the procuring entity may take appropriate measures including one or more of the following:

- i) If his bids are under consideration in any procurement.
  - a) Forfeiture or encashment of bid security;
  - b) calling off of any pre-contract negotiations; and
  - c) rejection and exclusion of the bidder from the procurement process.
- ii) If a contract has already been awarded
  - a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
  - b) Forfeiture or encashment of any other security or bond relating to the procurement;
  - c) Recovery of payments including advance payments, if any, made by the procuring entity along with interest thereon at the prevailing rate;
- iii) Provisions in addition to above:

- a) Removal from the list of enlisted contractors and banning/ debarment of the bidder from participation in future procurements of the procuring entity for a period not less than one year;
- b) In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India;
- c) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

Any question or dispute as to the commission of any such offence or compensation payable to the Railway under this Clause shall be settled by the General Manager of the Railway, in such a manner as he shall consider fit & sufficient and his decision shall be final & conclusive.

## **28.0 EXECUTION OF WORKS as per GCC April 2022**

### **28A. Deployment of Qualified Engineers at Work Sites by the Contractor:**

- 28A.1** The Contractor shall also employ qualified Graduate Engineer(s) or equivalent, or qualified Diploma Engineer(s), as prescribed in the tender documents.
- 28A.2** In case the Contractor fails to employ the Engineer, as aforesaid in Para 26A.1, he shall be liable to pay liquidated damages at the rates, as prescribed in the tender documents.
- 28A.3** No. of qualified Engineers required to be deployed by the Contractor for various activities contained in the works contract shall be specified in the tender documents as 'Special Condition of Contract'.

**29.(1) Clearance of Site on Completion:** On completion of the works, the Contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and works clean and in a workman like condition to the satisfaction of the Engineer. No final payment in settlement of the accounts for the works shall be paid, held to be due or shall be made to the, Contractor till, in addition to any other condition necessary for final payment, site clearance shall have been affected by him, and such clearance may be made by the Engineer at the expense of the Contractor in the event of his failure to comply with this provision within 7 days after receiving notice to that effect. Should it become necessary for the Engineer to have the site cleared at the expenses of the Contractor, the Railway shall not be held liable for any loss or damage to such of the Contractor's property as may be on the site and due to such removal there from which removal may be affected by means of public sales of such materials and property or in such a way as deemed fit and convenient to the Engineer.

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

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

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

### **30.0 VARIATIONS IN EXTENT OF CONTRACT**

**30.1 Modification to Contract to be in Writing:** In the event of any of the provisions of the contract required to be modified after the contract documents have been signed, the modifications shall be made in writing and signed by the Railway and the Contractor and no work shall proceed under such modifications until this has been done. Any verbal or written arrangement abandoning, modifying, extending, reducing or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on the Railway unless and until the same is incorporated in a formal instrument and signed by the Railway and the Contractor, and till then the Railway shall have the right to repudiate such arrangements.

**30.2 Powers of Modification to Contract:** The Engineer on behalf of the Railway shall be entitled by order in writing to enlarge or extend, diminish or reduce the works or make any alterations in their design, character position, site, quantities, dimensions or in the method of their execution or in the combination and use of materials for the execution thereof or to order any additional work to be done or any works not to be done and the Contractor will not be entitled, to any compensation for any increase/reduction in the quantities of work but will be paid only for the actual amount of work done and for approved materials supplied against a specific order.

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

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

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

- a. Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender;
- b. Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;
- c. Variation in quantities of individual items beyond 150% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.
- d. Variation to quantities of Minor Value Item:  
The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1 % of the total original contract value.
  - d.(i) Quantities operated upto and including 100% of the agreement quantity of the concerned minor value item, shall be paid at the rate awarded for that item in that particular tender;
  - d.(ii) Quantities operated in excess of 100% but upto 200% of the agreement quantity of the concerned minor value item, shall be paid at 98% of the rate awarded for that item in that particular tender;

- d.(iii) Variation in quantities of individual minor value item beyond 200% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.
- (iv) In case of earthwork 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.
- (v) As far as Standard Schedule of Rates (SSOR) items are concerned, the variation limit of 25% would apply to the value of SSOR schedule(s) as a whole and not on individual SSOR items. However, in case of 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).
- 30.(3) Valuation of Variations:** The enlargements, extensions, diminution, reduction, alterations or additions referred to in Sub-Clause (2) of this Clause shall in no degree affect the validity of the contract; but shall be performed by the Contractor as provided therein and be subject to the same conditions, stipulations and obligations as if they had been originally and expressively included and provided for in the Specifications and Drawings and the amounts to be paid therefor shall be calculated in accordance with the accepted Bill(s) of Quantities. Any extra item(s)/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.

### 31.0 CLAIMS

- 31.(1) Quarterly Statement of Claims:** The Contractor shall prepare and furnish to the Engineer once in every quarter commencing from the month following the month of issue of Letter of Acceptance, an account giving full and detailed particulars of all claims for any additional expenses to which the Contractor may consider himself entitled to and of all extra or additional works ordered by the Engineer which he has executed during the preceding quarter and no claim for payment for such work will be considered which has not been included in such particulars.
- 31.(2) Signing of "No Claim" Certificate :** The Contractor shall not be entitled to make any claim whatsoever against the Railway under or by virtue of or arising out of this contract, nor shall the Railway entertain or consider any such claim, if made by the Contractor, after he shall have signed a "No Claim" Certificate in favour of the Railway in such form as shall be required by the Railway after the works are finally measured up. The Contractor shall be debarred from disputing the correctness of the items covered by "No Claim" Certificate or demanding a clearance to arbitration in respect thereof.

### 32.0 MEASUREMENTS, CERTIFICATES AND PAYMENTS

- Quantities in Bill(s) of Quantities Annexed to Contract:** The quantities set out in the accepted Bill(s) of Quantities with items of works quantified are the estimated quantities of the works and they shall not be taken as the actual and correct quantities of the work to be executed by the Contractor in fulfillment of his obligations under the contract.
- 32(i). Measurement of Works by Railway:** The Contractor shall be paid for the works at the rates in the accepted Bill(s) of Quantities and for extra works at rates determined under Clause 39 of these Conditions on the measurements taken by the Engineer or the Engineer's representative in accordance with the rules prescribed for the purpose by the Railway. The quantities for items the unit of which in the accepted Bill(s) of Quantities is 100 or 1000 shall be calculated to the nearest whole number, any fraction below half being dropped and half and above being taken as one; for items the unit of which in the accepted Bill(s) of Quantities is single, the quantities shall be

calculated to two places of decimals. Such measurements will be taken of the work in progress from time to time and at such intervals as in the opinion of the Engineer shall be proper having regard to the progress of works. The date and time on which 'on account' or 'final' measurements are to be made shall be communicated to the Contractor who shall be present at the site and shall sign the results of the measurements (which shall also be signed by the Engineer or the Engineer's representative) recorded in the official measurements book as an acknowledgement of his acceptance of the accuracy of the measurements. Failing the Contractor's attendance, the work may be measured up in his absence and such measurements shall, notwithstanding such absence, be binding upon the Contractor whether or not he shall have signed the measurement books provided always that any objection made by him to measurement shall be duly investigated and considered in the manner set out below:

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

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

- (a) The Contractor shall be paid for the works at the rates in the accepted Bill(s) of Quantities and for extra works at rates determined under Clause 39 of GCC on the measurements taken by the Contractor's authorized Engineer in accordance with the rules prescribed for the purpose by the Railway. The quantities for items the unit of which in the accepted Bill(s) of Quantities is 100 or 1000 shall be calculated to the nearest whole number, any fraction below half being dropped and half and above being taken as one; for items the unit of which in the accepted Bill(s) of Quantities is single, the quantities shall be calculated to two places of decimals. Such measurements will be taken of the work in progress from time to time. The date and time on which 'on account' or 'final' measurements are to be made shall be communicated to the Engineer.

The date and time of test checks shall be communicated to the Contractor who shall be present at the site and shall witness the test checks, failing the Contractor's attendance the test checks may be conducted in his absence and such test checks shall not with standing such absence be binding upon Contractor provided always that any objection made by Contractor to test check shall be duly investigated and considered in the manner set out below:

- (i) It shall be open to the Contractor to take specific objection to test checks of any recorded measurement within 7 days of date of such test checks. Any re-test check done by the concerned Railway's authority in the presence of the Contractor or in his absence after due notice given to him in consequent of objection made by the Contractor shall be final and binding on the Contractor and no claim whatsoever shall thereafter be entertained regarding the accuracy and classification of the measurements.
- (ii) If an objection raised by the Contractor is found by the Engineer to be incorrect the Contractor shall be liable to pay the actual expenses incurred in measurements.
- (b) **Incorrect measurement, actions to be taken:** If in case during test check or otherwise, it is detected by the Engineer that agency has claimed any exaggerated measurement or has claimed

any false measurement for the works which have not been executed; amounting to variation of 5% or more of claimed gross bill amount, action shall be taken as following:

- (i) On first occasion of noticing exaggerated/ false measurement, Engineer shall recover liquidated damages equal to 10% of claimed gross bill value.
- (ii) On any next occasion of noticing any exaggerated/false measurement, railway shall recover liquidated damages equal to 15% of claimed gross bill value. In addition, the facility of recording of measurements by Contractor as well as release of provisional payment shall be withdrawn. Once withdrawn, measurements shall be done by railway as per clause 32(i) above.

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

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

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

**34. Manner of Payment:** Unless otherwise specified payments to the Contractor will be transferred electronically to his bank account.

<b>34.1</b>	Payment against Items containing supply, Installation and commissioning	<p>Against items containing supply, Installation and commissioning as part of their description.</p> <p>(i) 80% payment of the value of each supply item will be paid on production:-</p> <ul style="list-style-type: none"> <li>(a) Receipt of Material in good condition at Consignee's depot.</li> <li>(b) Original inspection certificate/waiver of inspection issued by Inspecting Officer.</li> <li>(c) Invoice in duplicate.</li> <li>(d) 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.</li> </ul> <p>(ii) 10% payment of the value of each supply item will be made after successful installation and testing of the item at site.</p> <p>(iii) 10% after final completion of work (with FCC).</p>
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<b>34.2</b>	Payment against Supply Items, which containing separate item of installation & commissioning.	<p>(i) 90% payment of the value of each supply item will be paid on production of the following documents:-</p> <p>(a) Receipt of Material in good condition at Consignee's depot.</p> <p>(b) Original inspection certificate/waiver of inspection issued by Inspecting Officer.</p> <p>(c) Invoice in duplicate.</p> <p>(d) 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.</p> <p>(ii) 10% after final completion of work (with FCC).</p>
<b>34.3</b>	Payment against supply item only, which does not involve installation at site. (For example like Tool Kit, cable fault locator etc.)	<p>(i) 100% payment of the value of each supply item will be paid on production following documents:-</p> <p>(a) Receipt of Material in good condition at Consignee's depot.</p> <p>(b) Original inspection certificate/waiver of inspection issued by Inspecting Officer.</p> <p>(c) Invoice in duplicate.</p> <p>(d) 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.</p> <p>Note: 100% payment will be made after receipt of the equipment duly inspected by the nominated inspection authority and no loss certificate by the consignee.</p>
<b>34.4</b>	Items involving only installation & commissioning	<p>a) 90% of accepted rate on installation.</p> <p>b) 10% after final completion of work (with FCC)</p>

**35.0. Price Variation Clause (PVC): Not Applicable**

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

**37.(1) Certificate of Completion of Works:** As soon as in the opinion of the Engineer, the work has been completed and has satisfactorily passed any final test or tests that may be prescribed, the Engineer shall issue a certificate of completion duly indicating the date of completion in respect of the work and the period of maintenance of the work shall commence from the date of completion mentioned in such certificate. 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.

The Engineer may also issue such a certificate indicating date of completion with respect to any part of the work (before the completion of the whole of work), which has been both completed to the satisfaction of the Engineer and occupied or used by the Railway. When any such certificate is given in respect of part of a work, such part shall be considered as completed and the period of maintenance of such part shall commence from the date of completion mentioned in the completion certificate issued for that part of the work.

- 37.(2) Contractor not Absolved by Completion Certificate:** The Certificate of Completion in respect of the works referred to in Sub-Clause (1) of this Clause shall not absolve the Contractor from his liability to make good any defects imperfections, shrinkages or faults which may appear during the period of maintenance specified in the tender arising in the opinion of the Engineer from materials or workmanship not in accordance with the drawings or specifications or instruction of the Engineer, which defects, imperfections, shrinkages or faults shall upon the direction in writing of the Engineer be amended and made good by the Contractor at his own cost; and in case of default on the part of Contractor, the Engineer may employ labour and materials or appoint another Contractor to amend and make good such defects, imperfections, shrinkages and faults and all expenses consequent thereon and incidental thereto shall be borne by the Contractor and shall be recoverable from any moneys due to him under the contract.
- 37.(3) Final Supplementary Agreement:** After the work is completed or otherwise concluded by the parties with mutual consent, and taken over by the Railway as per terms and conditions of the contract agreement, and there is unequivocal no claim on either side under the Contract other than as mentioned in item 4 of Annexure XIV, the parties shall execute the Final Supplementary Agreement as per Annexure XIV.
- 38.0. Approval only by Maintenance Certificate:** No certificate other than Maintenance Certificate, if applicable, referred to in Clause 39 of the Conditions shall be deemed to constitute approval of any work or other matter in respect of which it is issued or shall be taken as an admission of the due performance of the contract or any part thereof.
- 39.(1) Maintenance Certificate:** The Contract shall not be considered as completed until a Maintenance Certificate, if applicable, shall have been signed by the Engineer stating that the works have been completed and maintained to his satisfaction. The Maintenance Certificate shall be given by the Engineer upon the expiration of the period of maintenance or as soon thereafter as any works ordered during such period pursuant to Sub Clause (2) to Clause 37 of these Conditions shall have been completed to the satisfaction of the Engineer, and full effect shall be given to this Clause notwithstanding the taking possession of or using the works or any part thereof by the Railway.
- 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. 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
- 39.(2) Cessation of Railway's Liability:** The Railway shall not be liable to the Contractor for any matter arising out of or in connection with the contract for execution of the works unless the Contractor has made a claim in writing in respect thereof before the issue of the Maintenance Certificate under this clause.
- 39.(3) Unfulfilled Obligations:** Notwithstanding the issue of the Maintenance Certificate the Contractor and (subject to Sub-Clause (2) of this Clause) the Railway shall remain liable for the fulfillment of any obligation incurred under the provision of the contract prior to the issue of the

Maintenance Certificate which remains unperformed at the time such Certificate is issued and for the purposes of determining the nature and extent of any such obligations, the contract shall be deemed to remain in force between the parties thereto.

- 40.(1) Final Payment:** On the Engineer's certificate of completion in respect of the works, adjustment shall be made and the balance of account based on the Engineer or the Engineer's representative's certified measurements or Engineer's certified "contractor's authorized engineer's measurements" of the total quantity of work executed by the Contractor upto the date of completion and on the rates accepted in Bill(s) of Quantities and for extra works on rates determined under Clause 39 of these Conditions shall be paid to the Contractor subject always to any deduction which may be made under these presents and further subject to the Contractor having signed delivered to the Engineer enclosing either a full account in detail of all claims he may have on the Railway in respect of the works or having delivered No Claim Certificate and the Engineer having after the receipt of such account given a certificate in writing that such claims are not covered under excepted matter i.e. Clauses 7(j), 8, 18, 22(5), 39.1, 39.2, 40A, 43(2), 45(i)(a), 55, 55-A(5), 57, 57A, 61(1), 61(2) and 62(1), 63(iv) and 63.2.1 of the Standard General Conditions of Contract or in any Clause (stated as excepted matter) of the Special Conditions of the Contract, that the whole of the works to be done under the provisions of the Contracts have been completed, that they have been inspected by him since their completion and found to be in good and substantial order, that all properties, works and things, removed, disturbed or injured in consequence of the works have been properly replaced and made good and all expenses and demands incurred by or made upon the Railway for or in the respect of damage or loss by from or in consequence of the works, have been satisfied agreeably and in conformity with the contract.
- 40.(2) Post Payment Audit:** It is an agreed term of contract that the Railway reserves to itself the right to carry out a post-payment audit and/ or technical examination of the works and the Final Bill including all supporting vouchers, abstracts etc. and to make a claim on the Contractor for the refund of any excess amount paid to him till the release of security deposit or settlement of claims, whichever is later, if as a result of such examination any over-payment to him is discovered to have been made in respect of any works done or alleged to have been done by him under the contract.
- 40-A. Production of Vouchers etc. by the Contractor:**
- (i) For a contract of more than one crore of rupees, the Contractor shall, whenever required, produce or cause to be produced for examination by the Engineer any quotation, invoice, cost or other account, book of accounts, voucher, receipt, letter, memorandum, paper of writing or any copy of or extract from any such document and also furnish information and returns verified in such manner as may be required in any way relating to the execution of this contract or relevant for verifying or ascertaining cost of execution of this contract (the decision of the Engineer on the question of relevancy of any documents, information or return being final and binding in the parties). The Contractor shall similarly produce vouchers etc., if required to prove to the Engineer, that materials supplied by him, are in accordance with the specifications laid down in the contract.
  - (ii) If any portion of the work in a contract of value more than one crore of rupees be carried out by a sub-contractor or any subsidiary or allied firm or company (as per Clause 7 of the Standard General Conditions of Contract), the Engineer shall have power to secure the books of such sub-contractor or any subsidiary or allied firm or company, through the Contractor, and such books shall be open to his inspection.
  - (iii) The obligations imposed by Sub Clause (i) & (ii) above is without prejudice to the obligations of the Contractor under any statute rules or orders binding on the Contractor.

- 41.0 Withholding and Lien in Respect of Sums Claimed:** Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the Contractor, the Railway shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any, deposited by the Contractor and for the purpose aforesaid, the Railway shall be entitled to withhold the said cash Security Deposit or the Security if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Contractor, the Railway shall be entitled to withhold and have a lien to the extent of the such claimed amount or amounts referred to supra, from any sum or sums found payable or which at any time thereafter may become payable to the Contractor under the same contract or any other contract with this or any other Railway or any Department of the Central Government pending finalization or adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above, by the Railway will be kept withheld or retained as such by the Railways till the claim arising out of or under the contract is determined by the arbitrator (if the contract governed by the Arbitration Clause) or by the competent court as the case may be and that the Contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to supra and duly notified as such to the Contractor. For the purpose of this clause, where the Contractor is a partnership firm or a company, the Railway shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner / company, as the case may be whether in his individual capacity or otherwise.

**41-A Lien in Respect of Claims in other Contracts:**

- (i) Any sum of money due and payable to the Contractor (including the Security Deposit returnable to him) under the contract may be withheld or retained by way of lien by the Railway, against any claim of this or any other Railway or any other Department of the Central Government in respect of payment of a sum of money arising out of or under any other contract made by the Contractor with this or any other Department of the Central Government.
- (ii) However, recovery of claims of Railway in regard to terminated contracts may be made from the Final Bill, Security Deposits and Performance Guarantees of other contract or contracts, executed by the Contractor. The Performance Guarantees submitted by the Contractor against other contracts, if required, may be withheld and encashed. In addition, 10% of each subsequent 'on-account bill' may be withheld, if required, for recovery of Railway's dues against the terminated contract.
- (iii) It is an agreed term of the contract that the sum of money so withheld or retained under this Clause by the Railway will be kept withheld or retained as such by the Railway till the claim arising out of or under any other contract is either mutually settled or determined by arbitration, if the other contract is governed by Arbitration Clause or by the competent court as the case may be and Contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this Clause and duly notified as such to the Contractor.

- 42. Signature on Receipts for Amounts:** Every receipt for money which may become payable or for any security which may become transferable to the Contractors under these presents, shall, if signed in the partnership name by anyone of the partners of a Contractor's firm be a good and

sufficient discharge to the Railway in respect of the moneys or security purported to be acknowledged thereby and in the event of death of any of the Contractor, partners during the pendency of the contract, it is hereby expressly agreed that every receipt by anyone of the surviving Contractor partners shall if so signed as aforesaid be good and sufficient discharge as aforesaid provided that nothing in this Clause contained shall be deemed to prejudice or effect any claim which the Railway may hereafter have against the legal representative of any Contractor partner so dying for or in respect to any breach of any of the conditions of the contract, provided also that nothing in this clause contained shall be deemed to prejudice or effect the respective rights or obligations of the Contractor partners and of the legal representatives of any deceased Contractor partners interse.

**43. LABOUR: As per GCC April, 2022**

**44.0 DETERMINATION OF CONTRACT**

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

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

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

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

If the Contractor should:

- (i) Becomes bankrupt or insolvent, or
- (ii) Make an arrangement for assignment in favour of his creditors, or agree to carry out the contract under a Committee of Inspection of his creditors, or
- (iii) Being a Company or Corporation, go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or
- (iv) Have an execution levied on his goods or property on the works, or
- (v) Assign the contract or any part thereof otherwise than as provided in Clause 7 of these Conditions in GCC, or

- (vi) Abandon the contract, or
- (vii) Persistently disregard the instructions of the Engineer, or contravene any provision of the contract, or
- (viii) Fail to adhere to the agreed programme of work by a margin of 10% of the stipulated period, or
- (ix) Fail to Execute the contract documents in terms of Para 8 of the Instructions to Tenderers in GCC.
- (x) Fail to submit the documents pertaining to identity of JV and PAN in terms of Para 17.11 of Tender Form (Second Sheet) in GCC of available in the Instructions to Tenderers.
- (xi) Fail to remove materials from the site or to pull down and replace work after receiving from the Engineer notice to the effect that the said materials or works have been condemned or rejected under Clause 25 and 27 of these Conditions in GCC, or
- (xii) Fail to take steps to employ competent or additional staff and labour as required under Clause 26 of these Conditions in GCC, or
- (xiii) Fail to afford the Engineer or Engineer's representative proper facilities for inspecting the works or any part thereof as required under Clause 28 of these Conditions in GCC, or
- (xiv) Promise, offer or give any bribe, commission, gift or advantage either himself or through his partner, agent or servant to any officer or employee of the Railway or to any person on his or on their behalf in relation to the execution of this or any other contract with this Railway.
- (xv) Fail to adhere to the provisions of Para 16 of Tender Form (Second Sheet) of Annexure I of the Instructions to Tenderers, or provision Clause 59(9) of these Conditions in GCC.
- (xvi) Submits copy of fake documents / certificates in support of credentials, submitted by the tenderer

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

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

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

- (a) The Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any commitments or made any advances on account of or with a view to the execution of the works or the performance of the contract and Contractor shall not be entitled to recover or be paid any sum for any work thereto for actually performed under the contract unless and until the Engineer shall have certified the performance of such work and the value payable in respect thereof and the Contractor shall only be entitled to be paid the value so certified.
- (b) In the contract which has been rescinded as a whole, the Security Deposit already with railways under the contract shall be encashed/ forfeited and the Performance Guarantee already submitted for the contract shall be encashed. The balance work shall be got done independently without risk & cost of the failed Contractor. The failed Contractor shall be debarred from participating in the tender for executing the balance work. If the failed Contractor is a JV or a Partnership firm, then

every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm. Further the authorized representative of failed Contractor cannot be accepted as authorized representative in new contract.

- (c) In the contract rescinded in part or parts,
- (i) The full Performance Guarantee available for the contract shall be recovered. No additional Performance Guarantee shall be required for balance of work being executed through the part terminated contract. The contract value of part terminated contract stands reduced to the balance value of work under the contract.
- (ii) The Security Deposit of part terminated contract shall be dealt as per clause 16(2) of these Conditions in GCC.
- (iii) The defaulting Contractor shall not be issued any completion certificate for the contract.
- (iv) The balance work shall be got done independently without risk & cost of the failed Contractor. The failed Contractor shall be debarred from participating in the tender for executing the balance work. If the failed Contractor is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm.
- (v) Further the authorized representative of failed Contractor will not be accepted as authorized representative in new contract.
- (d) The Engineer or the Engineer's Representative shall be entitled to take possession of any materials, tools, implements, machinery and buildings on the works or on the property on which these are being or ought to have been executed, and to retain and employ the same in the further execution of the works or any part thereof until the completion of the works without the Contractor being entitled to any compensation for the use and employment thereof or for wear and tear or destruction thereof.
- (e) The Engineer shall as soon as may be practicable after removal of the Contractor fix and determine ex-parte or by or after reference to the parties or after such investigation or enquiries as he may consider fit to make or institute and shall certify what amount (if any) had at the time of rescission of the contract been reasonably earned by or would reasonably accrue to the Contractor in respect of the work then actually done by him under the contract and what was the value of any unused, or partially used materials, any constructional plant and any temporary works upon the site. The legitimate amount due to the Contractor after making necessary deductions and certified by the Engineer should be released expeditiously.

#### **46.0 SETTLEMENT OF DISPUTES – INDIAN RAILWAY ARBITRATION AND CONCILIATION RULES as per GCC April, 2022**

**Note: Any Other Clauses or Para's which is not mentioned in Tender Document will be dealt as per GCC April 2022 with latest amendments with all correction slips up to date.**

## **CHAPTER-II**

# **SPECIAL CONDITIONS OF CONTRACT**

**SPECIAL CONDITIONS OF CONTRACT****1.0 GENERAL:**

- 1.1 The following items will form part of the tender document.
  - 1.1.1 Offer letter.
  - 1.1.2 Instructions to the tenderer(s) and conditions of tender.
  - 1.1.3 Special conditions of contract.
  - 1.1.4 Schedule of approximate quantities (attached).
  - 1.1.5 Technical specifications and other stipulations.
  - 1.1.6 Northern Railway's General conditions of contract (GCC) regulations and instructions for tenderer and standard form of contract, Engineering department 2022 with latest amendments.
- 1.2 The printed book shown against item no.1.1.6 above can be had from any Divisional Railway Manager's office of the Northern Railway on the payment of the prescribed cost.
- 1.3 These "Special Conditions", the clauses of the tender conditions & Instructions to tenderer(s) & technical specifications, the stipulation made in the schedule of rates and quantities, shall govern the work to be done under this contract in addition to and/or in part suppression of the Northern Railway General Conditions of contracts and regulation and instruction to tenderer(s) and standard form of contract of Engineering Department (latest) embodying correction up to date. Where there is any conflict between the tender conditions and instructions to tenderer(s) special conditions, technical specifications, stipulations contained in schedule of rates & quantities on one hand and General Conditions of contract and regulations and instructions of tenderer(s) and standard form of contract on the other, the former shall prevail. Any special conditions staged by the tenderer(s) in covering letter submitted along with the tender shall be deemed to be the Railways only have explicitly accepted a part of the contract to such extent.

**2.0 FOR SECURITY DEPOSIT:**

- 2.1 Senior Divisional Finance Manager, Northern Railway, State Entry Road. DRM's office, New Delhi.
- 2.2 For all other matters pertaining to contractual, policy design schedule of quantities and submission of bills. Senior Divisional Signal & Telecom Engineer/C/DLI, Northern Railway, DRM's office, State Entry Road, New Delhi-110055.

**3.0 AGREEMENT:**

The successful tenderer shall, within seven days after having been called upon by notice to do so, be bound to execute an agreement based on accepted rates and conditions, in such form as the Railways together with the conditions of contract, specification and schedule of prices referred to therein duly complete.

**4.0 SCOPE AND PROGRAMME OF WORK:**

- 4.1 The contractor shall have necessary resources to execute the work, so that the work of **1. Provision of Railnet, WiFi coverage and information display board at BLC Depot/TKD, 2. Provision of CCTV cameras at TKJ ORH Abhinandan, 3. Provision of IP based CCTV at Weighbridges installed at TKD, NDLS, DKZ, PTNR, HNKM & DLI for online monitoring.** may be completed **within** given period from the date of issue of letter of acceptance of tender.
- 4.2 As the work is required to be carried out in office hours and after office hours or on holidays or even during the night to complete the work within stipulated time. No extra payment for this shall be paid to the contractor.



- 4.3 The contractor shall be held responsible for the execution of the work according to the time schedule given above for the execution of the work in full compliance of the specifications. Failure to comply with the any of these will be dealt with as per Northern Railway General conditions of contract of the Engineering Department of Northern Railway.
- 4.4 The contractor on his part will have to employ Engineer / Labour in full strength commensurate with working area available. He will also arrange matching materials and equipments to complete the job most expeditiously so as to ensure that the work is completed in the time schedule.
- 4.5 The contractor should nominate a competent supervisor / Engineer in accordance with the provision contained in of special conditions of contract as his representative on the work who will be authorized to give the acknowledgement of materials issued by the Railway and take orders issued by the inspecting officer of the Railway.
- 4.6 Inspection register shall be maintained at the site of work wherein instructions regarding the working etc. shall be recording by the Engineer or his executive subordinate. It is expected from of the contractor or his representative at the site to note such instructions whenever asked upon to do so and take action accordingly.
- 4.7 Initially contractor shall supply item wise activity bar chart. The contractor shall furnish at the end of each week of the month, a progress report showing progress of work, material received at site and detail of the work planned to be executed during the next week.
- 4.8 Weekly joint inspection in respect to the work shall be done by the Railway representative/ Engineer/supervisor of the contractor. Railway will have the full right not allow the contractor to proceed further unless the deficiencies as noted down during the joint inspection are rectified.

#### **5.0 RELEASED MATERIAL**

The materials released if any, on account of installation of new gears/equipment shall be returned to store of the **SSE/Tele/Works at Sabzi Mandi, Delhi** .

#### **6.0 STORAGE OF MATERIALS:**

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

#### **7.0 SPECIAL CONDITIONS OF THE CONTRACT:**

- (i) During the work, if any fault occurs or any problem is detected, the material shall be put in working order by the contractor by rectifying the faults or by relaying the cable etc. free of cost.
- (ii) Materials shall first be offered for inspection before supply as per terms & condition mentioned in Tender document.
- (iii) No man, transport and material shall be supplied by the Railway for the work.
- (iv) Quantity as mentioned in Schedule may increase or decrease as per extent rules.
- (v) Materials & workmanship to be supplied/work done by the contractor / firm shall be of high quality and standard make.
- (vi) The Railway shall have full power to reject any materials that the Railway may consider to be defective or inferior in quality / workman ship or otherwise not accordance with the specifications.

- (vii) No multiple solutions / offers should be given by the contractor. In case the multiple Solutions / offers are received from one contractor than same will be rejected.
- (viii) The price quoted should be included of (all Taxes) GST, duties, levies, octroi, freight etc. imposed by Central / state government. No extra cost will be paid for this by the Railway.
- (ix) MOU with RDSO approved source or TEC approved source or the OEM covering supply, installation, testing, commissioning of system shall be submitted including after sales support required during the warranty period.

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# **CHAPTER-III**

## **SCOPE OF THE WORK AND TECHNICAL SPECIFICATIONS**

## **SCOPE OF THE WORK, TECHNICAL INSTRUCTIONS AND SPECIFICATIONS:**

### **1.0 SCOPE OF THE WORK: -**

- a) The Scope of work includes **1. Provision of Railnet, WiFi coverage and information display board at BLC Depot/TKD, 2. Provision of CCTV cameras at TKJ ORH Abhinandan, 3. Provision of IP based CCTV at Weighbridges installed at TKD, NDLS, DKZ, PTNR, HNKM & DLI for online monitoring.**
- b) All accessories like MCBs, power socket, nut-bolts, fasteners, installation material /fixtures, clamps, flexible pipe, connectors, couplers etc. required to execute this work will be supplied and installed by the firm to meet the end object of this work, no extra payment will be paid for this.
- c) During the work, if any fault occurs or any problem is detected, the material shall be put in working order by the contractor by rectifying/replacement the faults or by relaying the cable etc. free of cost.
- d) Materials shall be first offered for inspection before supply as per terms & condition mentioned in Tender document.

### **Technical Specifications:**

#### **1.1.1. Technical Specification of 8 Port GPON OLT (Item No. 04)**

S. N.	Specification
1	The GPON OLT shall have minimum of 4 x1 Gig and 2 x 10 Gig SFP+ interfaces shall be supported towards the core network to cater to the different service provider's links. Ratio of uplink access should be 1:1. SFP/SFP+ modules shall be supplied for all optical interfaces.
2	1+1 or 1:1 redundancy may also be provisioned for uplink connectivity.
3	The GPON OLT shall have minimum One Fan Module.
4	OLT shall provide with full functional OMCI (ONT Management Control Interface).
5	Should support Windows/Linux/Ubuntu based EMS for provisioning and monitoring which can be accessed through Windows based client utility.
6	GPON OLT shall be supplied with EMS Software with lifetime license.
7	OLT shall be 19" rack mountable type.
The supplier shall provide the complete operation, maintenance and installation manuals in English for the product under procurement. OLT & ONT should be of same make.	

#### **1.1.2 Technical Specification requirements of GPON ONT (Item No.7)**

1	GPON ONT shall comply with ITU-T G.984 GPON Standards, ITU-T G.988 and shall have wireless dual band 802.11 ac/b/g/n (5 GHz, min. 2x2 MIMO, min. 800 Mbps), 802.11 b/g/n (2.4 GHz, min. 2x2 MIMO, min. 250 Mbps). It shall have minimum One in-built PON Port.
2	It Shall Provide Integrated Internet services i.e., Voice, Data & Video.
3	It shall have the feature of Dying Gasp.
4	ONT Shall have QoS provision to ensure quality of triple-play services.
5	It Shall have minimum Three in-built 10/100/1000 Base-T Ethernet interface (to inter-connect IP phones, STB, PC etc., through a home Ethernet bridge or Router mode with inbuilt Residential Gate Way functionality).

6	GPON ONT Shall have minimum one inbuilt POTS Ports.
7	GPON ONT Should be able to connect minimum 20 devices over wireless.
The supplier shall provide the complete operation, maintenance and installation manuals in English for the product under procurement.	
OLT & ONT should be of same make.	

### **1.1.3 : 24-Fiber Distribution Management System (Item No. 8)**

S. No	Technical Features	
1	It shall be suitable for front mounting in 19" racks.	
2	Rack shall be rodent proof.	
3	Height	Not more than 1U
4	Adaptor insertion loss	< 0.1db
5	No. of Cable Entries & Exit	Minimum 2
6	Cable Entry Loose Tube	From Rear
7	Cable Dia	10 to 18 mm
8	Number of Splice trays	Minimum 2
9	Splice Tray	24F
10	It shall be supplied with 24 nos. of 2-meter OFC Patch Cord.	

**Make- CommScope or R&M or CIS or equivalent specification of reputed make.**

### **1.1.4 : Fiber Access Terminal (FAT Box) (Item No. 9)**

S. N.	Technical Features	
1	It has the provision for mounting 2 nos. of 1x8 LGX Splitter.	
2	It shall be able to mount on pole and wall.	
3	It shall be used for indoor as well as outdoor applications.	
4	Material	ABS
5	Midspan Port	Minimum 1
6	Total no. of Optical splices	24F for Loose tube fiber
7	Degree of protection	IP 65 or better.
8	No. of cable entries	3
9	No. of splice trays	1
10	No. of Drop Cable Exit Ports	Minimum 16
11	Operating Temperature	0°C to 50°C
	It shall be provided with one nos. of 1X8 cassette type splitter with insertion loss with connector of maximum 10.9db.	

**Make- CommScope or R&M or CIS or equivalent specification of reputed make**

**1.1.5: PC Work Station (Schedule Item No.19)**

Type	All in one type
Operating system	Genuine Windows 11 Home or better.
Processor	13th Generation Intel® Core™ i7 processor or better
Display	Minimum 24" Full HD LED/LCD (1920 x 1080) or better.
Memory	16 GB DDR4 or better.
Hard drive	Minimum 1 TB SSD or better.
Network Interface	Integrated 10/100/1000 Base-T Ethernet LAN.
Graphics	Integrated
HDMI Port	Minimum One HDMI out port
Connectivity	Wi-Fi 6 (802.11ax) + Bluetooth 5.3
USB	Minimum 3 Nos.
Others	Wireless Key Board & wireless Optical Mouse.
Make	HP/ Dell/ Acer or of other reputed make.

**1.1.6: PC Work Station (Schedule Item No.20)**

Type	All in one type
Operating system	Genuine Windows 11 Home or better.
Processor	13th Generation Intel® Core™ i5 processor or better
Display	Minimum 24" Full HD LED/LCD (1920 x 1080) or better.
Memory	16 GB DDR4 or better.
Hard drive	Minimum 500GB SSD or better.
Network Interface	Integrated 10/100/1000 Base-T Ethernet LAN.
Graphics	Integrated
HDMI Port	Minimum One HDMI out port
Connectivity	Wi-Fi 6 (802.11ax) + Bluetooth 5.3
USB	Minimum 3 Nos.
Others	Wireless Key Board & wireless Optical Mouse.
Make	HP/ Dell/ Acer or of other reputed make.

**1.1.7: 55 inch LED display (Schedule Item No.23)**

S.No.	Features	Specifications
1	Screen Size	Minimum 55 Inch.
2	Panel Technology	Inplane Switching (IPS).
3	Backlight Unit Type	Direct/Edge.
4	Native Resolution	3840x2160 (UHD) 4K.
5	Brightness	500 nits or better.
6	Dynamic CR	1,00,000:1 or better.
7	Operating System	Built-In.
8	Orientation	Portrait / Landscape.
9	Operation (Hours / Days)	24X7 Hrs .

10	Speaker (Built-in)	10W x 2 or better.
11	Refresh Rate	60 Hz or better.
	<b>Connectivity - Input ports</b>	
12	Digital	HDMI In -2, DP In-1, DVI-In-1
13	External Control	RS232C -1, RJ45 -1
14	USB	USB -1
15	<b>Output Ports</b>	
		HDMI Out, Audio Out, RS232C Out
16	Internal Memory	16GB or better
17	WI-FI	Built –In.
18	Power Type	Built –In-Power
19	Power Supply	100 – 240 V, 50/60 Hz
20	Certificates	BIS or equivalent quality certificate.
21	Accessories	Wall mount, Remote, IR remote, User manual.
22	Warranty	3 years on site comprehensive warranty. Warranty will be start after installation of the product.
23	Make	LG/Sony/Samsung/Panasonic or better.

#### **1.1.8: Networking Rack 19"/42U (Sch Item.no.25)**

1. Racks should be of 42U height and 800mm width (for standard 19" equipment mounting) with reducing channels at front and rear end for mounting. Depth of Racks Shall be as per scope of requirement.
2. Front door of rack shall be of tinted toughened glass.
3. Fully louvered removable side panels, Rear MS door.
4. Lockable doors and side panels.
5. Both Doors (Front & Rear) should be closed after installing servers and other equipments.
6. Cable entry from top and bottom panels.
7. Equipment mounting angles inside the rack shall be fully reversible and shall have height markings for ease of use.
8. Racks should be equipped with two number vertical power distribution unit. Power distribution unit shall consist of minimum 10 sockets of 5/15 Amps capacity with indicator and one 32 Amps MCB.
9. Racks shall be equipped with five numbers of 1U horizontal cable manager and two numbers of vertical cable manager for cable management.
10. Racks shall be accompanied with three packets of mounting hardware accessories.
11. Racks should be supplied with one movable & three fix horizontal tray.
12. Racks should have Four Cooling fans mounted on the inside top for forced cooling.

**It should be of EPI or President or Netcell or Rittal or Netrack or SVTel or Rackom or Schneider or D-Link or Legrand or Valrack or other reputed make.**

**1.1.9: Networking Rack 19"/12U (Schedule Item No.26)**

It should have the following features:

1. MS rack 19"/12U with minimum 700 mm depth, with front toughened glass door. Doors shall be with internal lock. Cable entry shall be from top and bottom panels, with Mechanical sealing protection. It shall have a grounding terminal.
2. Rack should be fitted with AC power accessories. i.e. with 5 nos. 5/15 Amp. Universal Sockets, ON/Off switch, MOV surge protection, Fuse etc.
3. One standard tray with cable manager.
4. The rack should be fitted with a minimum of 2 fans.
5. Rack shall have metallic back cover.
6. The rack shall be wall mountable.

**It should be of EPI or President or Netcell or Rittal or Netrack or SVTel or Rackom or Schneider or D-Link or Legrand or Valrack or other reputed make.**

**1.1.10 Technical Instruction for cutting of trench on platform (Schedule Item no.46)**

The platform surface shall be cut at a depth about 25 cm and width 10cm with minimum damage to existing surface for laying of telecom cable in HDPE pipe.

Cutting will be done by marble cutting machine so that the cutting will be parallel to one edge of the platform and with a clean cut. Stone/Tiles cut during work will be preserved safely for restoration. The cable shall be neatly laid in pipes as per tech spec. for relevant item.

After laying the HDPE / PVC / G.I. pipe, the cutting of Platform will be refilled and reshaped by concreting & plastering. Stone/Tiles which is cut to be placed for restoring the Platform in its original shape with minimum defacement as practically as possible.



## **CHAPTER – IV FORMS**

**Annexure-A****FORMAT FOR CERTIFICATE TO BE SUBMITTED / UPLOADED BY TENDERER ALONGWITH THE TENDER DOCUMENTS**

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

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

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

SEAL AND SIGNATURE  
OF THE TENDERER

Place:

Dated:

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

**Annexure-A(1)**

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

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

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

SEAL AND SIGNATURE  
OF THE CONSTITUENT FIRM/CONSTITUENT PARTNER

Place:

Dated:

**Annexure-B****POWER OF ATTORNEY FORMAT FOR AUTHORISED SIGNATORY**

(To be executed on non-judicial stamp paper of the appropriate value in accordance with Stamp Duty Act. The stamp paper should be in the name of the Firm / Company who is issuing the Power of Attorney in favour of Authorized Signatory).

**POWER OF ATTORNEY**

Know all men by these present, we . . . . . do hereby constitute, appoint and authorize Mr./Ms. . . . .  
. . who is presently employed with us and holding the position of . . . as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the work of

..... including signing and submission of all documents and providing information/ responses to Northern Railway representing us in all matters, dealing with Northern Railway in all matters in connection with our Tender for the said work.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this. . . . . day of . . . . . 202...

Place:

(Signature.....,

Name& Designation in Block letters of

Person authorized to sign Power of Attorney

for and on behalf of the Applicant Tenderer)

Common Seal of Company

I accept.

(Signature of Authorized Signatory)

Name and Designation of AS

**Notes:**

- (a) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- (b) Please refer to Para.....of GCC Part-I for requirement of the Documents to be submitted in different cases of Tenderer being Sole Proprietor, Partnership, Private / Public Limited Company etc.
- (c) The obligations to Railway will not be affected by changes in the composition of the firm made subsequent to the opening of the tender / execution of the contract and / or grant of Revised Power of Attorney, if any, by the tenderer. However, changes in composition of the Firm and / or Revised POA should be promptly advised in writing to the Tender Issuing Authority / Contract Signing Authority as the case may be.

<p><u>Witness 1:</u></p> <p>Signature.....</p> <p>Name.....</p> <p>(In Capital)</p> <p>Address.....</p> <p>.....</p>
<p><u>Witness 2:</u></p> <p>Signature.....</p> <p>Name.....</p> <p>(In Capital)</p> <p>Address.....</p> <p>.....</p>

**Annexure-C****Format for Self-Certification regarding Local Content (LC) for Telecom Product, Services or Works****Date:**

\_\_\_\_\_, S/o, D/o, W/o \_\_\_\_\_, Resident of \_\_\_\_\_  
do hereby solemnly affirm and declare as under:

That I agree to abide by the terms and conditions of Department of Telecommunications, Government of India issued vide Notification No: 297 dated: 31.08.2018.

That the information furnished hereinafter is correct to best of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any other authority so nominated by the Department of Telecommunications, Government of India for the purpose of assessing the LC.

That the LC for all inputs which constitute the said Telecom Product/Services/Works has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the LC of the Telecom Product/Services/Works mentioned herein is found to be incorrect and not meeting the prescribed LC norms, based on the assessment of an authority so nominated by the Department of Telecommunications, Government of India and **I will be liable as under clause 9 (f) of Public Procurement (Preference to Make in India) Order 2017.**

**I agree to maintain all information regarding my claim for LC in the Company's record for a period of 2 years and shall make this available for verification to any statutory authorities.**

- i. Name and details of the Local supplier (Registered Office, Manufacturing unit location, nature of legal entity)
- ii. Date on which this certificate is issued
- iii. Telecom Product/Services/Works for which the certificate is produced
- iv. Procuring agency to whom the certificate is furnished
- v. Percentage of LC claimed
- vi. Name and contact details of the unit of the manufacturer
- vii. Sale Price of the product
- viii. Ex-Factory Price of the products
- ix. Freight, insurance and handling
- x. Total Bill of Material
- xi. List and total cost value of inputs used for manufacture of the Telecom Product/Services/Works
- xii. List and total cost of inputs which are locally sourced. Please attach LC certificates from local suppliers, if the input is not in-house.
- xiii. List and cost of inputs which are imported, directly or indirectly

**For and on behalf of** \_\_\_\_\_ **(Name of firm/entity)**

**Authorized signatory (To be duly authorized by Board of Directors)**

**Name:**

**Designation:**

**Contact No. Date:**

**Annexure-E****DECLARATION/UNDERTAKING**

I/We .....(Name and Designation of tenderer/Authorized Person of tender) do hereby declare as under :

1. That I/We are an individual/ Partnership firm/Company/ Society/JV and :

(a) That I/We are not a retired Engineer of the gazetted rank or any other gazetted officer working before retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being,

(b) That I/We being partnership firm / company / joint venture (JV) / registered society / registered trust etc have none of our partners a retired Engineer or retired gazetted officer as aforesaid.

(c) That I/We being an incorporated company have not any such retired Engineer or retired officer as one of directors.

(d) That I/We do not have in our employment any retired Engineer or retired gazetted officer retired from government service (at least 1 year prior to the date of submission of the tender)

(e) That I/We being an individual contractors, do not have a Member (s) of family or in the case of partnership firm/ company / joint venture (jv) / registered society / registered trust etc. have one or more of partner(s) /shareholder(s) or member(s) of family of the partner(s) /shareholder(s) employed in gazetted capacity in the Engineering or any other department of the railway.

OR

2 (a) That I am a Retired Engineer of the Gazetted rank participated in the tender in individual capacity as ..... (Name of the firm) with following details :

Name	Date of retirement	Post held, Place and Railway unit from which retired	Details of permission taken if such retired Engineer or Gazetted Officer had not retired from Govt. Office at least 1 year prior to the date of submission of tender
------	--------------------	--	--

2 (b) That I/We are a Partnership firm/Company/Society/JV and have following retired Railway Gazetted Officer as our Partner(s)/ Director(s)/Employee :

S. No.	Name	Position in tendering entity i.e.Partner/Director Employee	Date of Retirement, Post held, Place and Railway unit from which retired	Details of permission taken if such Retired Engineer or Gazetted Officer had not retired from Govt. Office at least 1 year prior to the date of submission of tender
--------	------	--	--	--



of family of the individual tenders/ partner(s) /Share Holder(s) employed in Gazetted capacity in the Indian Railways:

S. No.	Name of the gazetted railway Officer who is/are partner(s) /Share Holder(s) or member(s) of family of Share Holder(s) of tenderer	Post held and Place of Posting	Railway/ Unit	Details of Share holding or Relationship with individual/ share holder of the tenderer
-----------	---	-----------------------------------	---------------	---

Note :

i **(i) Strike Off (1) or (2) as applicable.**

ii **(ii) In case (1) is applicable and any of the 2(a), (b) or (c) is not applicable NIL may be filled.**

Place:- (Signatures of Authorized signatory)

Name of the tendering firm

Dated:

**Annexure-F****Guidelines for submitting tenders by Partnership Firms and their Eligibility Criteria****Participation of Partnership Firms in works tenders:**

1. The Partnership Firms participating in the tender should be legally valid under the provisions of the Indian Partnership Act.
2. The partnership firm should have been in existence or should have been formed prior to submission of tender. Partnership firm should have either been registered with the Registrar or the partnership deed should have been notarized prior to date of tender opening as per the Indian Partnership Act.
3. Separate identity / name should be given to the partnership firm. The partnership firm should have PAN / TAN number in its own name and PAN / TAN number in the name of any of the constituent partners shall not be considered. The valid constituents of the firm shall be called partners GCC April 2022.
4. Once the tender has been submitted, the constitution of the firm shall not normally be allowed to be modified / altered / terminated during the validity of the tender as well as the currency of the contract except when modification becomes inevitable due to succession laws etc., in which case prior permission should be taken from Railway and in any case the minimum eligibility criteria should not get vitiated. The re-constitution of firm in such cases should be followed by a notary certified Supplementary Deed. The approval for change of constitution of the firm, in any case, shall be at the sole discretion of the Railways and the tenderer shall have no claims what-so-ever. Any change in the constitution of Partnership firm after opening of tender shall be with the consent of all partners and with the signatures of all partners as that in the Partnership Deed. Failure to observe this requirement shall render the offer invalid and full EMD shall be forfeited. If any Partner/s withdraws from the firm after opening of the tender and before the award of the contract, the offer shall be rejected and EMD of the tenderer will be forfeited. If any new partner joins the firm after opening of tender but prior to award of contract, his / her credentials shall not qualify for consideration towards eligibility criteria either individually or in proportion to his share in the previous firm. In case the tenderer fails to inform Railway beforehand about any such changes / modification in the constitution which is inevitable due to succession laws etc. and the contract is awarded to such firm, then it will be considered a breach of the contract conditions liable for determination of the contract under Clause 62 of General Conditions of Contract.
5. A partner of the firm shall not be permitted to participate either in his individual capacity or as a partner of any other firm in the same tender.
6. The tender form shall be submitted only in the name of partnership firm. The Bid Security shall be deposited by partnership firm through e-payment gateway or as mentioned in tender document. The Bid Security submitted in the name of any individual partner or in the name of authorized partner (s) shall not be considered.
7. One or more of the partners of the firm or any other person (s) shall be designated as the authorized person (s) on behalf of the firm, who will be authorized by all the partners to act on behalf of the firm through a "Power of Attorney", specially authorizing him / them to submit & sign the tender, sign the agreement, receive payment, witness measurements, sign measurement books, make correspondences, compromise / settle / relinquish any claim (s) preferred by the firm, sign "No Claim Certificate", refer all or any dispute to arbitration and to take similar such action in respect of the said tender / contract. Such "Power of Attorney" shall be notarized / registered and submitted along with the tender.
8. On issue of Letter of Acceptance (LOA) to the partnership firm, all the guarantees like Performance Guarantee, Guarantee for various Advances to the Contractor shall be submitted only in the name of the partnership firm and no splitting of guarantees among the partners shall be acceptable.
9. On issue of Letter of Acceptance (LOA), contract agreement with partnership firm shall be executed in the name of the firm only and not in the name of any individual partner.

- 10.** In case the Letter of Acceptance (LOA) is issued to a partnership firm, the following undertakings shall be furnished by all the partners through a notarized affidavit, before signing of contract agreement.
- (a)** Joint and several liabilities:  
The partners of the firm to which the Letter of Acceptance (LOA) is issued, shall be jointly and severally liable to the Railway for execution of the contract in accordance with General and Special Conditions of the Contract. The partners shall also be liable jointly and severally for the loss, damages caused to the Railway during the course of execution of the contract or due to non-execution of the contract or part thereof.
- (b)** Duration of the partnership deed and partnership firm agreement:  
The partnership deed/partnership firm agreement shall normally not be modified/altered/ terminated during the currency of contract and the maintenance period after the work is completed as contemplated in the conditions of the contract. Any change carried out by partners in the constitution of the firm without permission of Railway, shall constitute a breach of the contract, liable for determination of the contract under Clause 62 of the General Conditions of Contract.
- (c)** Governing laws: The partnership firm agreement shall in all respect be governed by and interpreted in accordance with the Indian laws.
- (d)** No partner of the firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other partner/s and that of the Railway.
- 11.** The tenderer shall clearly specify that the tender is submitted on behalf of a partnership firm. The following documents shall be submitted by the partnership firm, with the tender:
- (i)** A notarized copy of partnership deed.
- (ii)** A notarized or registered copy of Power of Attorney in favour of the individual to tender for the work, sign the agreement etc. and create liability against the firm.
- (iii)** An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of opening of bids, either in their individual capacity or in any firm in which they were / are partners. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.
- (iv)** All other documents in terms of explanatory notes in clause 10 above.
- 12. Evaluation of eligibility of a partnership firm:** Technical and financial eligibility of the firm shall be adjudged based on satisfactory fulfilment of the eligibility criteria laid down in 3.5 above

**Annexure-G****Applicable charges/recoveries/Advance etc.**

S.No.	Item	Description
1.	Water charges	In case of contractor using Railway's water sources, water charges will be deducted @1% of the cost of the item(s) where water is being consumed.
2.	BOCW cess	The tenderers, for carrying out any construction work, shall get themselves registered with the Registering Officer under Section-7 of the Building and Other Construction Workers Act, 1996 and rules made thereto by the concerned State Govt., and submit certificate of Registration issued from the Registering Officer of the concerned State Govt. (Labour Dept.). The Cess shall be deducted from contractor's bills as per provisions of the Act. For enactment of this Act, the tenderer shall be required to pay BOCW cess @ 1% of cost of construction work to be deducted from each bill. <b>Cost of material shall be outside the purview of cess, when supplied under a separate schedule item</b> ". Recoverable amount of BOCW cess at the rate of 1% shall be credited under <b>Suspense Head Deposit Misc (BOCW cess) before arranging payment to the contractor</b> as per directive of Railway Board issued vide letter No. 2008/CE-I/CT/6 dated 08.11.2012 with the concurrence of <b>"Finance Directorate of Ministry of Railway"</b> .
3.	Deployment of <b>Technical supervisor</b>	<p>In terms of provisions of new clause 26 A.1 to the General Conditions of Contract (GCC), Contractor has to deploy following Qualified Engineers during execution of work:</p> <p>one qualified Graduate Engineer when cost of work to be executed is Rs. 200 lacs and above, and</p> <p>One qualified Diploma Engineer when cost of work to be executed is more than Rs. 25 lacs, but less than Rs. 200 lacs</p>

S. No.	Item	Description
		Graduate /Diploma holder Engineer will be available at site as and when or for the period as directed by Engineer's representative.
		Further, In case the Contractor fails to employ the Qualified Engineer, as aforesaid in above Paras, in terms of clause 26 A.1 to the General Conditions of Contract Part-II, shall be liable to pay an amount of Rs. 40, 000.00 and Rs. 25, 000.00 for each month or part thereof for the default period. (Railway Board's letter no: 2012/CE-I/CT/0/20 Dated: 10.05.2013)
4.	Income Tax	As applicable
5.	GSTIN NO	As applicable
6.	Brick bat	Quantity X rates of item no: 055140 + Tender % + 12.5% +7.5%+5%
7.	Tools and plants	The hire charges of tools and plants provided to the contractor will be as per letter no 64/W2/CT/56 dated. 27-03-1967 and 64/W2/CT/56 dated: 20.11.79.
8.	Mobilization advance	It will be applicable as per Railway Board letter no: 2007/CE-I/CT/18 Pt.3 dated 23.05.2012
9.	Stage Payment for Steel supplied by the contractor	It will be applicable as per Railway Board letter no: 2007/CE-I/CT/183 dated: 07.3.2008

**Annexure-H****Details of Beneficiary for Electronic Transfer of Funds**

1	<b>Beneficiary Name</b>	:	
2	<b>Beneficiary Address</b>	:	
3	<b>Bank Name</b>	:	
4	<b>Branch Address</b>	:	
5	<b>IFSC Code</b>	:	
6	<b>MICR Code</b>	:	
7	<b>Account Type</b>	:	
8	<b>Account Number</b>	:	
9	<b>City :</b>	:	
10	<b>Tel./Fax No. ( if any)</b>	:	
11	<b>PAN NO.</b>	:	
12.	<b>Service Tax Registration number linked with PAN no</b>	:	
13	<b>GSTIN NO.</b>	:	
14	<b>Signature of Beneficiary</b>	:	

Signature of Bank Official with Stamp

**Form-1****DETAILS OF WORKS COMPLETED OR SUBSTANTIALLY COMPLETED IN LAST 7 FINANCIAL YEARS i.e. ....ONWARDS TO ADJUDGE TECHNICAL ELIGIBILITY****(All figures in Rs Lacs)**

S N	Name of the Work <sup>1</sup>	Final cost of Completed work	Actual Date of Completion	Name & Nature of the Firm <sup>2</sup>	Completion Certificate <sup>3</sup> at Page	%age of the Tenderer <sup>4</sup>	Amount for Technical eligibility
	1.	2	3	4	5	6	7= 6x2
1.							
2.							
<b>Total</b>							

**Superscript Notes:**

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

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

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

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

2. Letter of Acceptance issued by Competent Authority in favour of Name of the firm who had executed the work duly stating Name & cost of the Work, Original Date of Completion etc., against which the completion/Experience certificates have been attached with the tender document, must be enclosed.

3. Completion Certificate issued by Competent Authority in favour of Name of the firm who had executed the work duly stating Name & Final cost of the Work, Date of Completion etc. must be attached. No printed Document like annual report etc. should be attached with Tender Document.

4. Please go through the Para.no.14 of Tender Document. If Work was executed jointly with other Firms, amount for credentials will be considered as per applicable percentage (%age).

5. All Documents must be submitted along with the Tender failing which the claimed credentials as above will not be considered at the time of evaluation of Tender. It will lead to disqualification of Tender

Signature of the Tenderer(s)

Name of Signatory-----

**Each Bidder must fill in this form separately:**

**NAME OF BIDDER:**

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

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

***SEAL AND SIGNATURE OF THE BIDDER***

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

***(Signature of Chartered Accountant)***

**Name of CA:** \_\_\_\_\_

**Registration No:** \_\_\_\_\_

***(Seal)***



**Form-3****Statement of works being executed/in hand by the contractor/s**

S N.	Name and place of work	Authority/agency for whom the work is being carried out	Date of award & agreement No. & Date	Date of completion (Original/ actual)
	1	2	3	4
1.				
2.				
3.				

Agreemental cost of work cost/likely cost	Principal/ Technical features work in brief	SN at which relevant certificate/Documents are attached	Payment taken till.
5	6	7	8

Signature of the Tenderer(s)

Name of Signatory-----

**FORM-4****SYSTEM PERFORMANCE GUARANTEE  
PROFORMA FOR THE SYSTEM PERFORMANCE GUARANTEE**

To  
The President of India,

I/we \_\_\_\_\_ hereby guarantee that the design on the basis of which we have submitted our tender No.

\_\_\_\_\_ has been carefully examined to confirm to the end objectives in the tender documents and to technical specifications therein. We further guarantee that in the event of the performance of the system, when installed, not complying with the end objectives or with the specifications contained in the tender documents, we shall provide further inputs to enable the Railways to realize the end objectives contained in these documents without any additional payment for any additional equipment which may be required in this regard. We further guarantee that all the expenses including the expenses incurred in India for providing the additional inputs under the System Guarantee will be borne by us. We further guarantee that these additional inputs will be provided by us to make the system workable within 8 months from the date on which this guarantee is invoked by the Purchaser.

(Signature of Firm's authorized Officer)

Seal

Signature of witness:

1.- - - - -

2.- - - - -

**FORM-5****CONSTITUTION OF THE FIRM**

1	Constitution of the Firm/concern. (Tick as applicable)	Sole proprietorship/partnership Firm/Company/JV/Society.
2	Full name of firm/Company/JV/ Society	
3	Year of formation/incorporation	
4	PAN No.	
5	Registered office Address	
6	Address on which correspondence regarding this tender should be done.	
7	Name of the proprietor/partners/JV members etc.	

We have enclosed along with the tender, all the requisite documents pertaining to the constitution of the firm/concern/company etc., as specified in clause 11 of “Instructions to tenderer(s)” (Chapter-I). I/we understand that in the absence of these documents, our tender shall be treated as having been submitted by the individual who has signed the tender documents.

Signature of tenderer(s)

Note: (i) Special attention of tenderer(s) is drawn to clause 12.0 of “instruction to tenderer(s)” (Chapter-I), as per which the tenderer must submit along with tender, the documents mentioned therein pertaining to constitution of firm/concern.

(ii) Special attention of tenderer(s) is drawn to clause 10.0 of “instruction to tenderer(s)” (Chapter-I), as per which they should submit the requisite documents along with tender pertaining to their technical & financial eligibility.

Signature of the Tenderer(s)

Name of Signatory-----

**FORM-6**

**STANDING INDEMINITY BOND FOR MATERIAL SUPPLIED TO THE CONTRACT BY  
RAILWAY  
(ON STAMP PAPER OF REQUISITE VALUE)**

We M/S \_\_\_\_\_ ( hereinafter called for contractor ) do hereby undertake that we shall hold in our custody for and on behalf of the President of India acting in the premises through the General Manager, Northern Railway or his successor ( herein after referred to as "PURCHASE") and his property in trust for him all imported and indigenous materials which have been handed over to us except under clause 9(b) and 9(c) of the special conditions of contract against the contract for \_\_\_\_\_ on the \_\_\_\_\_ of Northern Railway vide letter of acceptance of tender no \_\_\_\_\_ dated \_\_\_\_\_ and the material such as \_\_\_\_\_ handed over to us by the Railway for the purpose of execution of the said contract until such time the materials are duly installed and / or erected or otherwise handed over to the Railway.

We shall be entirely responsible for the safe custody and protection of the said materials against all risk till they are duly delivered as installed and non erected equipment to the Railway, or as directed otherwise and shall indemnify the Railway against any loss, damage or deterioration what so ever in respect of the said materials while in our possession and against disposal of surplus materials. The said materials shall at all times be opened for inspection by the officer authorized by the General Manager, Northern Railway or his successor. Should any loss, damage or deterioration of materials occur or surplus material disposed of & a refund becomes due, the railway shall be entitled in recovering from us the full cost & compensation determined in terms & conditions of the contract for such loss or damage if any along with the amount to be refunded without prejudice to any other remedies available to him by deduction from any such due or any sum which at any time hereafter becomes due to such under the said or any other contract.

In the event of loss or damage as aforesaid the assessment of such loss or damages the assessment of the compensation thereof would be made by the president of India acting through the General Manager, Northern Railway or his authorized nominee & shall be final & binding upon us.

Signed at ..... On this .....Day of ..... 201\_

Signature of witness \_\_\_\_\_ for & on behalf of \_\_\_\_\_

Name of witness \_\_\_\_\_ M/S \_\_\_\_\_

ADDRESS \_\_\_\_\_ Contractor \_\_\_\_\_

**FORM-7**

**Bio-data of Engineers, Supervisors and artisans already on the roll of the tenderer / Proposed to be deployed for this work.**

S.N	Name & Designation	Qualification	Professional experience	Organization with whom working	Date by which personnel will be available for this work.

**FORM-8**

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

S N	Particular s of equipme nt	o N o . o f U n it .	KK ind & ma ke	Capacit y	Date by which the plant would be available for use on this work	Age & conditi on	Work on which it is being used.
	1	2	3	4	5	6	7
<b>1</b>							
<b>2</b>							

**Signature of the Tenderer(s)**

**PROFORMA****DECLARATION**

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

Topography of area.

Soil strata at site of work.

Sources and availability of construction materials.

Rates for construction of material, water, electricity including all local taxes, royalties, octroi etc.

Availability of local labour (both skilled and unskilled) and relevant labour rates and labour laws.

The existing roads and approaches to the site of work and requirements for further service roads/approaches to be constructed by me/us

The availability and rates of private land etc. that shall be required by me/us for various purposes.

Climatic conditions and availability of working days.

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

**Signature of the Tenderer(s)**

**FORM-10****RAILWAY****CONTRACT AGREEMENT OF WORKS**

CONTRACT AGREEMENT NO. \_\_\_\_\_ DATED \_\_\_\_\_

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

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

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

Contractor \_\_\_\_\_ (Signature) Railway: Designation \_\_\_\_\_

Address \_\_\_\_\_ (For President of India)

Date \_\_\_\_\_ Date \_\_\_\_\_

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

\_\_\_\_\_  
 \_\_\_\_\_

## FORM-11

**BANK GUARANTEE BOND  
PERFORMANCE GUARANTEE BOND**

Name of the Bank -----

President of India

Acting through Sr. DFM/N.Rly,

-----

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

PERFORMANCE GUARANTEE BOND

In consideration of the President of India acting through ----- (Designation & address of Contract signing Authority). Northern Railway, ----- (hereinafter called "The Government") having agreed under the terms and conditions of agreement/Contract Acceptance letter No. ----- dated ----- made between----- (Designation & address of contract signing Authority) and ----- (here in after called "the said contractor(s)" for the work----- (here in after called "the said agreement") having agreed for submission of a irrevocable Bank Guarantee Bond for Rs.----- (Rs.....only) as a performance security Guarantee Bond from the contractor (s) for compliance of his obligations in accordance of his obligations in accordance with the terms & conditions in the said agreement.

1. We..... (indicate the name of the Bank) hereinafter referred to as the Bank, undertake to pay the Government an amount not exceeding Rs..... ( Rs..... only) on demand by the Government.
2. We.....(indicate the name of the bank, further agree that (and promise) to pay the amounts due and payable under this guarantee without any demur merely on a demand from the Government through the Sr. DFM/N.Rly (----- ), stating that the amount claimed is due by way o loss or damage caused to or would be caused or suffered by the Government by reason of any breach by the said contractor of any of the terms of conditions contained in the said agreement or by reason of the contractor failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees.....Only).
3. (a) We..... (indicate the name of Bank) further undertake to pay to the Government any money so demanded notwithstanding any dispute or dispute raised by the contractor(s) in any suite or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal.
  - (a) The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s), shall have no claim against us for making such payment.
4. We,.....(indicate the name of bank) to further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged by .....(Designation & Address of contract signing authority) on behalf of the Government. Certify that the terms and conditions of the said agreement have been fully and property carried out by the said contractor(s) and accordingly discharges this guarantee.



5. (a) Notwithstanding anything to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the Government or until (date of validity/ extended validity) whichever is earlier and no claim shall be valid under this guarantee unless notice in writing thereof is given by the Government within validity/extended period of validity of guarantee for the date aforesaid.  
 (b) Provided always that we.....(indicate the name of the bank) unconditionally undertakes to renew this guarantee on to extend the period of guarantee form year to year before the expiry of the period or the extended period of the guarantee, as the case may be on being called upon to do so by the Government. If the guarantee is not renewed or the period extended on demand, we.....(indicate the name of the bank) shall pay the Government the full amount of guarantee on demand and without demur.
6. We, .....(indicate the name of Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without effecting in any manner out of obligations hereunder to vary any of the terms and conditions of the said contract from time to time or to postpone for any time or from time to time any to the powers exercisable by the Government against the said contract (s) and to forbear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any bearance act or omission on the part of the Government or any indulgence by the Government to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties for the said reservation would relive us from the liability.
7. This guarantee will not be discharged by any change in the constitution of the Bank or the Contractor(s).
8. We, (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.
9. This guarantee shall be valid upto..... (date of Completion plus 60 days). Unless extended on demand by Government. Notwithstanding anything to the contrary contained hereinbefore, our liability under this guarantee is restricted to Rs..... (Rs.....only) unless a demand under this guarantee is made on us in writing on or before..... we shall be discharged from our liabilities under this guarantee thereafter.

Dated: the day of for  
 (indicate the name of bank)

Signature of Banks Authorised official

(Name).....

Designation with Code No.....

Full Address.....

Witness 1:

Signature.....

Name.....

(In Capital)

Address.....

.....  
 .....

Witness 2:

Signature.....

Name.....

(In Capital)

Address.....

.....

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

President of India,

Acting through .....,

Northern Railway,

Beneficiary: ..... Railway

D a t e : \_\_\_\_\_

**Bank Guarantee Bond No.:****Date: .....**

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

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

**AND**

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

1. KNOW ALL MEN that by these present that I/We the undersigned [***Insert name(s) of authorized representatives of the Bank***], being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay to the Railway full amount in the sum of [***Insert required Value of Bid Security***] as above stated.
2. The Bank undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway on the Bank shall be final, conclusive and binding, absolute and unequivocal on the Bank notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Bidder or Bank.
3. The Bank shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the Bidder and without the Railway being required to show grounds or give reasons for its demand of the amount so demanded.

