



पश्चिम मध्य रेल

Tender No. BPL-TRD-DRG-WC-474R

For

Name of work:- Application of composite high voltage insulated coating under girder bridge in electrified section of Bhopal division.

Tender issued by:
Sr. Divisional Electrical Engineer (TRD)
DRM's Office,
Habibganj, Bhopal – 462024.

Cost of tender book	: Rs.Nil
Estimated Cost of work	: Rs. 3,68,81,212.50
Earnest Money	: Rs. 737600.00
Tender closing date & time	: 13.07.2026 at 11.00 Hrs.

E-TENDER NOTICE

Senior Divisional Electrical Engineer (TRD) West Central Railway, Bhopal acting for and on behalf of the President of India invites E-Tender. Bidders will be able to submit their original/revised bids up to closing date and time only. Manual offers are not allowed against this tender, and any such manual offer received shall be ignored.

Tender No.	Description of work	Completion period	Estimated cost Rs.	EMD Rs	Closing Date and Time for submission of Tender
BPL-TRD-DRG-WC-474R	Application of composite high voltage insulated coating under girder bridge in electrified section of Bhopal division.	12 Month	36881212.50	737600.00	13.07.2026 at 11.00 Hrs

In case, the date of tender opening, happens to be declared holiday (due to any reason), the tender will be opened on same time on the next working day.

E-Tender document can be seen and submitted **up to 11.00 hrs on 13.07.2026** on web site **www.ireps.gov.in**. All others details are mentioned in Uploaded tender document.

PREAMBLE AND SCOPE OF WORK

NAME OF WORK:- Application of composite high voltage insulated coating under girder bridge in electrified section of Bhopal division.

1.0 The tenderer shall visit the site before filling of tender forms, so as to have a clear idea of work then he shall quote. It shall be presumed that participants in this tender have seen the site before quoting.

SCOPE OF THE WORK INVOLVE: Application of composite high voltage insulated coating under girder bridge in electrified section of Bhopal division.

FOREIGN EXCHANGE: No foreign exchange and/or import license shall be released/ provided to the Contractor in connection with this contract.

2.0 SPECIAL FEATURES OF THE WORK:

- 3.1 Standard fittings, equipments approved by RDSO/CORE shall be used.
- 3.2 For transportation works all parts should be done by contractor.
- 3.3 Water / electricity / transport shall be arranged by the Contractor at his own cost. The Purchaser shall not provide the same under any circumstances.
- 3.4 The Contractor shall arrange at his own cost, all tools & plants, facilities required for erection, testing and commissioning of all the equipment in compliance with the respective specifications
- 3.5 The schedule of rates and quantities enclosed should be read in conjunction with specifications (technical data)/explanatory notes, if any, given in the tender papers.
- 3.6 If during execution of work, damage is caused due to any reason, to existing surfaces, walls, road, track etc., and then the damaged entity will have to be repaired and matched with adjacent area as it was before damage.

4.0 ADDRESSES:

Relevant addresses for specified purposes in connection with the tender are given below:

- 4.1 Tender / policy matters / Design & drawing clarification and contract execution- Senior Divisional Electrical Engineer (TRD) West Central Railway, Bhopal– 462 024.
- 4.2 For Performance Guarantee / Security Deposit.
 - a) Performance Guarantee should be in the name of **FA & CAO /WCR/JBP.**
 - b) Security Deposit to be deducted from contractor's running bill.

WEST CENTRAL RAILWAY

TENDER FORM (First Sheet)

The President of India

Acting through the

Sr. Divisional Electrical Engineer (TRD), Bhopal
 DRM's Office, TRD Branch,
 Habibganj, Bhopal – 462024.

1. I/We M/s.....have read the various conditions to tender attached hereto and hereby 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 “**Application of composite high voltage insulated coating under girder bridge in electrified section of Bhopal division.**” at the rates quoted in the attached bill(s) of quantities and hereby bind myself/ourselves to complete the work in all respect within “**12 Month** from the date of issue of acceptance letter, including rainy season”.
2. I/We also hereby agree to abide by the Indian Railways Standard General Condition of contract, with all correction slips up-to-date and or latest and to carry out the work according to the Special Conditions of Contract and specifications of materials and works as laid down by the Railway in the annexed Special Conditions/Specifications, Standard Schedule of Rates (SSOR) with all correction slips up-to-date for the present contract.
3. A Bid Security of ₹ _____ has already been deposited online/ submitted as Bank Guarantee bond. Full value of the Bid Security shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if:
 - (a) I/We do not submit the Performance Guarantee within the time specified in the Tender document;
 - (b) I/We do not execute the contract documents within seven days after receipt of notice issued by the Railway that such documents are ready; and
 - (c) I/We do not commence the work within fifteen days after receipt of orders to that effect.
4. (a) I/We am/are a Startup firm registered by Department of Industrial Policy and Promotion (DIPP) and my registration number is valid up to (Copy enclosed) and hence exempted from submission of Bid Security.
5. We are a Labour Cooperative Society and our Registration No. is with and hence required to deposit only 50% of Bid Security.
6. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.

 Signature of Tenderer(s)

Date _____

Address of the Tenderer(s)

TENDER FORM (Second Sheet)

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

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

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

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

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

5. The works are required to be completed within a period of _____ months from the date of issue of acceptance letter.

6. Bid Security:

- (a) Subject to exemptions provided under para 5(1) (a) of Part-1 (ITT) of this document, the tender must be accompanied by a Bid Security as mentioned in tender documents, failing which the tender shall be summarily rejected.
- (b) The Tenderer(s) shall keep the offer open for a minimum period of 60 days (in case of two packet system of tendering 90days) from the date of closing of the Tender. It is understood that the tender documents have been issued to the Tenderer(s) and the Tenderer(s), is / are permitted to tender in consideration of the stipulation on his / their part that after submitting his / their tender subject to the period being extended further, if required by mutual agreement from time to time, he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to _____ Railway. Should the tenderer fail to observe or comply with the foregoing stipulation, the amount deposited or Bank guarantee bond submitted as Bid Security for the due performance of the above stipulation, shall be forfeited to the Railway.
- (c) If his tender is accepted,
- (i) the Bid Security mentioned in sub para(a) above deposited in cash through e-payment gateway will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract;
 - (ii) the Bid Security mentioned in sub para(a) above submitted as Bank guarantee bond, will be encashed as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract.

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

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

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

8. 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.

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

10. Eligibility Criteria:

10.1 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 each costing not less than the amount equal to 30% of advertised value of the tender, or
- (ii) Two similar works each 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% of advertised value of the tender.

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

- (i) Three similar works each costing not less than the amount equal to 30% of advertised value of each component of tender, or
- (ii) Two similar works each costing not less than the amount equal to 40% of advertised value of each component of tender, or
- (iii) One similar work each costing not less than the amount equal to 60% of advertised value of each component of tender.

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

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

(b) (3) To evaluate the technical eligibility of tenderer, only components of work as stipulated in tender documents for evaluation of technical eligibility, shall be considered. The scope of work covered in other remaining components shall be either executed by tenderer himself if he has work experience as mentioned in clause 7 of the Standard General Conditions of Contractor through subcontractor fulfilling the requirements as per clause 7 of the Standard General Conditions of Contract or jointly i.e., partly himself and remaining through subcontractor, with prior approval of Chief Engineer in writing.

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 fulfill 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 Item 10.1:

Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organisation, work experience certificate issued by Public listed company having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, 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.

10.2. Financial Eligibility Criteria:

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

V= Advertised value of the tender in crores of Rupees

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

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

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

10.3 Bid Capacity: The tender/technical bid will be evaluated based on bid capacity formula detailed as Annexure-VI.

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

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

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

[Explanation for Para 10 of the Tender Form (Second Sheet) including Para 10.1 to 10.5 - Eligibility Criteria:

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

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

- 5. If a bidder has successfully completed a work as subcontractor and the work experience certificate has been issued for such work to the subcontractor by a Govt. Organization or public listed company as defined in Note for Item 10.1 Para 10 of the Tender Form (Second Sheet), the same shall be considered for the purpose of fulfillment of credentials.*

6. *In case a work is considered similar in nature for fulfillment of technical credentials, the overall cost including the PVC amount (if paid) of that completed work or substantially completed work, shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.*
7. *In case of newly formed partnership firm, the credentials of individual partners from previous propriety firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution / split and their share in newly formed partnership firm. For example, a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of $0.3 \times 0.2 \times \text{value of the work done in the previous entity}$. 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) on the same principles as mentioned in item 6 above. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deeds, dissolution/splitting deeds and proof of surrender of PAN No.(s) in case of dissolution of partnership firm etc.*
10. *Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., In a partnership firm of A&B partners, A or B partner cannot use credentials of partnership firm of A&B partners in any other partnership firm or propriety firm without leaving partnership firm of A&B partners.*
11. *In case a partner in a partnership firm is replaced due to succession as per succession law, the proportion of credentials of the previous partner will be passed on to the successor.*
12. *If the percentage share among partners of a partnership firm is changed, but the partners remain the same, the credentials of the firm before such modification in the share will continue to be considered for the firm as it is without any change in their value. Further, in case a partner of partnership firm retires without taking away any credentials from the firm, the credentials of partnership firm shall remain the same as it is without any change in their value.*

- 13. In a partnership firm “AB” of A&B partners, in case A also works as propriety firm “P” or partner in some other partnership firm “AX”, credentials of A in propriety firm “P” or in other partnership firm “AX” earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB.*
- 14. In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm.*
- 15. In case company A is merged with company B, then company B would get the credentials of company A also.]*

11. Tenderer Credentials:

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

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

- (i) Certificates and testimonials regarding contracting experience for the type of job for which tender is invited with list of works carried out in the past.
- (ii) Audited Balance Sheet duly certified by the Chartered Accountant regarding contractual payments received in the past.
- (iii) The list of personnel / organization on hand and proposed to be engaged for the tendered work. Similarly list of Plant & Machinery available on hand and proposed to be inducted and hired for the tendered work.
- (iv) It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested / digitally signed by which they/he are/is qualifying the Qualifying Criteria mentioned in the Tender Document.
- (v) The Railway reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the Railway, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Railway shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the Railway 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 for evaluation of tenders, it shall lead to forfeiture of the tender Bid Security besides banning of business for a period of up-to five years.

(b) In case of any information submitted by tenderer is found to be false, forged or incorrect after the award of contract, the contract shall be terminated. Bid Security, Performance Guarantee and Security Deposit available with the railway shall be forfeited.

In addition, other dues of the contractor, if any, under this contract shall be forfeited and agency shall be banned for doing business for a period of up-to five years.

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

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

14. Documents to be Submitted Along with Tender

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

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

(a) Sole Proprietorship Firm:

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

(b) HUF:

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

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

(c) Partnership Firm:

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

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

(e) Company registered under Companies Act 2013:

(i) The copies of **MOA (Memorandum of Association) / AOA (Articles of Association)** of the company

(ii) A copy of Certificate of Incorporation

(iii) A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company.

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

(f) LLP (Limited Liability Partnership):

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

(g) Registered Society & Registered Trust:

- (i) A copy of Certificate of Registration
- (ii) A copy of Memorandum of Association of Society/Trust Deed
- (iii) A copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust.
- (iv) A copy of Rules & Regulations of the Society
- (v) All other documents in terms of Para 10 of the Tender Form (Second Sheet) above.

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

(iv) After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm / Partnership Firm / Registered Company/ Registered Trust / Registered Society / HUF/LLP etc. shall be neither asked nor considered, if submitted. Further, no suo moto cognizance of any document available in public domain (i.e., on internet etc.) or in Railway's record/office files etc. will be taken for consideration of the tender, if no such mention is available in tender offer submitted.

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

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

15. The tenderer whether sole proprietor / a company or a partnership firm / 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.

16. Employment/Partnership etc. of Retired Railway Employees:

(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 16.a), b), c) above has not been furnished, contract is liable to be dealt in accordance with provision of clause 62 of the Standard General Condition of contract.

JOINT VENTURE (JV) IN WORKS TENDERS:-Not applicable in this tender.

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

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

17.2 Number of members in a JV shall not be more than three, if the work involves only one department (say Civil or S&T or Electrical or Mechanical) and shall not be more than five, if the work involves more than one Department. One of the members of the JV shall be its Lead Member who shall have a majority (at least 51%) share of interest in the JV. The other members shall have a share of not less than 20% each in case of JV with upto three members and not less than 10% each in case of JV with more than three members. In case of JV with foreign member(s), the Lead Member has to be an Indian firm/company with a minimum share of 51%.

18.11 Evaluation of eligibility of a partnership firm:

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

19.0 Advances to Contractor –

If specifically provided in Tender Documents of tender having advertised value more than Rs 50 Crores, Railway shall make payment, as an Interest bearing advances, as per Contractor's request. These advances shall carry a simple interest _____ as indicated in the Tender documents. The payment and recovery of such advances shall be made as per manners prescribed in Clause 46.4 of the Standard General Conditions of Contract.

Signature of Tenderer(s)
Date _____

(Signature)
(Designation)

Railway
Date _____

CHAPTER-I

INSTRUCTIONS TO TENDERERS AND CONDITIONS OF TENDERING

1.1.0 TENDER PAPERS:

The instructions to Tenderers and conditions of Tendering conditions of contract, prices and payment and explanatory notes, technical data, forms of tender, preamble shall hereafter be collectively referred to as the “Tender Papers”.

The intending tenderers are advised to study the tender papers carefully. The tenderer shall also acquaint himself with the local conditions, means of access to the site of work, nature of work and all other matters pertaining thereto.

The submission of tender shall be deemed to have been done after careful study and examination of the tender papers with a full understanding of the implications thereof.

1.2.0 Definitions: In these Instructions to Tenderers, the following terms shall have the meanings assigned hereunder except where the context otherwise requires:-

(a) “Railway” shall mean the President of the Republic of India or the administrative officers of the Railway or Successor Railway authorized to deal with any matter, which these presents are concerned on his behalf.

(b) “General Manager” shall mean the Officer-in-Charge of the general superintendence and control of the Zonal Railway/Production Unit and shall also include Addl. General Manager, General Manager (Construction) and shall mean and include their successors of the Successor Railway.

(c) “Chief Engineer” shall mean the Officer-in-Charge of the Engineering Department of Railway and shall also include Chief Engineer (Construction), Chief Electrical Engineer, Chief Electrical Engineer (Construction), Chief Signal & Telecom Engineer, Chief Signal & Telecom Engineer (Construction), Chief Mechanical Engineer and shall mean and include their successors of the Successor Railway.

(d) “Divisional Railway Manager” shall mean the Officer-in-Charge of a Division of Zonal Railway and shall mean and include Divisional Railway Manager of the Successor Railway.

(e) “Engineer” shall mean the Divisional Engineer or Executive Engineer, Divisional Signal & Telecom Engineer, Divisional Electrical Engineer, Divisional Mechanical Engineer in executive charge of the works and shall include the superior officers, both Open Line and Construction Organisations, of Engineering, Signal & Telecom, Mechanical and Electrical Departments, i.e. the Senior Divisional Engineer/Deputy Chief Engineer, Senior Divisional Signal & Telecom Engineer / Dy. Chief Signal & Telecom Engineer, Senior Divisional Electrical Engineer / Deputy Chief Electrical Engineer, Senior Divisional Mechanical Engineer and shall mean & include the Engineers of the Successor Railway.

(f) “Tenderer” shall mean the person / firm / co-operative or company whether incorporated or not who tenders for the works with a view to execute the works on contract with the Railway and shall include their representatives, successors and permitted assigns.

(g) “Limited Tenders” shall mean tenders invited from all or some contractors on the approved or select list of contractors with the Railway.

(h) “Open Tenders” shall mean the tenders invited in open and public manner and with adequate notice.

(i) “Works” shall mean the works contemplated in the drawings and Bill(s) of Quantities set forth in the tender forms and required to be executed according to the specifications.

(j) “Specifications” shall mean the Specifications for Materials and Works of the Railway as specified under the authority of the Ministry of Railways or Chief Engineer or as amplified, added to or superseded by special specifications if any, appended to the Tender Forms.

(k) Standard Schedule of Rates (SSOR) shall mean the schedule of Rates adopted by the Railway, which includes-

“Unified Standard Schedule of Rates of the Railway (USSOR)” i.e. the Standard Schedule of Rates of the Railway issued under the authority of the Chief Engineer from time to time, updated

1. “Unified Standard Schedule of Rates of the Railway (USSOR)” i.e. the Standard Schedule of Rates of the Railway issued under the authority of the Chief Engineer from time to time, updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents;
2. “Delhi Schedule Of Rates (DSR)” i.e. the Standard Schedule of Rates published by Director General/ Central Public Works Department, Government of India, New Delhi, as adopted and modified by the Railway under the authority of the Chief Engineer from time to time, updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.

(l) “Drawings” shall mean the maps, drawings, plans and tracings, or prints thereof annexed to the Tender Forms.

(m) “Contractor’s authorized Engineer” shall mean a graduate engineer or equivalent, having more than 3 years experience in the relevant field of construction work involved in the contract, duly approved by the Engineer.

(n) Date of inviting tender shall be the date of publishing tender notice on IREPS website if tender is published on website or the date of publication in newspaper in case tender is not published on website.

(o) “Bill of Quantities” shall mean Schedule of Item(s) included in the tender document along with respective quantities.

1.3.0 SINGULAR / PLURAL

Words imparting the singular number shall also include the plural and vice versa where the context requires.

1.4.0 REGULATIONS FOR TENDER

These Regulations for Tender and Contract shall be read in conjunction with the General Conditions of Contract 2020 or latest which are referred to herein and shall be subject to modifications, addition or super session by special conditions of contract and/or special technical data/ specifications, if any, annexed to the Tender Forms.

1.5.0 DISCREPANCIES/OMISSIONS

The tenderers shall not take any advantage of any misinterpretation of the conditions due to typing or any other error/omission and if any doubt, shall bring it to the notice of the Engineer without delay in case any contradictions, only the printed rules and books should be followed and no claim for the misinterpretation shall be entertained. 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 who may send a written instruction to all tenderers.

It shall be understood that every endeavor has been made to avoid any error which can materially affect the basis of the tender and the 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.

1.6.0 As regards Similar work :-

Similar nature of work: Tenderer should have satisfactorily completed single work of: "Successful completion of work of High voltage composite insulation coating compound Suitable for 25 KV AC Traction at bottom of various FOBs/ROBs/Girder Bridges/25AC bracket tube assemblies.

(Authority: WCR/HQ's L.no. WCR/L/03/2275/2479 dt. 23.05.2018)

NOTE –

- i) In case of any ambiguity, the decision of Principal Chief Electrical Engineer in regards to classification of work will be final.
- ii) **Completion certificate for similar nature of work issued by executive officer shall be applicable only.**

1.7.0 Other eligibility criteria:

- (1) Tenderer should upload attested copy of valid “**A Class**” **Electrical License** issued vide any State Government as required under Clause 45 of compilation of Rule of Indian Electricity rule 1956 or as amended from time to time. Electrical works of 11KV and above including OHE ‘A’ class electrical contractor license is essential.
- (2) The license can be possessed with one of the partner or in his own name if sole proprietor. Firm should submit a self attested copy of the electrical contractor license along with the offer, otherwise, the offer will be summarily rejected.

(Authority CEE/WCR/JBP's letter no. WCR/L/10/Tender Policy, dated. 19.08.2015).

1.8.0 Tenderer's Special Conditions

The tenderer should normally not stipulate any special conditions while submitting his tender. In such an eventuality, Railway reserves the right to summarily reject such tenders without assigning any reasons whatsoever. The tenderer should normally submit his tender in full conformity with the tender conditions. If any particular date is furnished by the tenderer in response to specific tender conditions, by which such particulars are required to be furnished at the tender stage, this shall not be treated as special conditions for the purpose of this para.

1.9.0 Tender form:

The following documents form part of contract: -

- a) Tender offer letter
- b) Preamble
- c) Instructions to tenderers and conditions of tendering
- d) Conditions of contract
- e) Payments
- f) Explanatory Notes

- g) Technical Data
- h) Indian Railways General Conditions of Contract (G.C.C) April 2022 or latest as amended at the time of acceptance of the tender and at the time of execution of the agreement mentioned in clause 18 under Regulations and Conditions of Tender. This is applicable but not attached with this tender form.
- i) Schedule of Quantities and Rates
- j) Forms of the Tender.

1.10.0 INSTRUCTIONS FOR TENDER SUBMISSION:

The tenderer shall hold the offer open till such date as may be specified in the tender. It is understood that the tender documents have been sold/issued/uploaded to the tenderer and the tenderer is being permitted to tender in consideration of the 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 Sr. Divisional Electrical Engineer (TRD) Bhopal, should the tenderer fail to observe or comply with the foregoing stipulation, the amount deposited as security for the due performance of the above stipulation shall be forfeited to the Railway. If the tender is accepted, the amount of earnest money will be held as security deposit for the due and faithful fulfillment of the Contract in terms of Clause 5 (c) of General Conditions of Contract. The earnest money of the unsuccessful tenderer will as therein before provided be returned to the unsuccessful tenderers but the Railway shall not be responsible for any loss or depreciation that may happen to the security for the due performance of the stipulation to keep the offer open for the period specified in the tender documents or to the earnest money while in their possession, nor be liable to pay interest thereon.

1.11.0 INSPECTION OF SITE BEFORE TENDERING:

Before submitting a tender, the tenderer will be deemed to have satisfied him by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works.

1.12.0 SIGNING OF TENDER:-

When work is tendered for a firm or company of contractors shall sign the tender signed by the individual legally authorized to enter into commitments on their behalf. The Railways 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 charged to the Contractor.

1.13.0 BID SECURITY, SECURITY DEPOSIT AND PERFORMANCE GUARANTEE

1.13.1 Bid Security:

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

Value of the Work	Bid Security
For all works	2% of the estimated cost of the work

Note:

- (i) The Bid Security shall be rounded off to the nearest ₹100. This Bid Security shall be applicable for all modes of tendering.
 - (ii) Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of Bid Security detailed above.
 - (iii) Labour Cooperative Societies shall submit only 50% of above Bid Security detailed above.
- (b) It shall be understood that the tender documents have been issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Engineer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the Railway.
- (c) If his tender is accepted, this Bid Security mentioned in sub para (a) above will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract. The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.
- (2) The Bid Security shall be deposited either in cash through e-payment gateway or submitted as Bank Guarantee bond from a scheduled commercial bank of India or as mentioned in tender documents. The Bank Guarantee bond shall be as per **Annexure-VIA** and shall be valid for a period of 90 days beyond the bid validity period.
- (3) 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)

1.13.2 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.

1.13.2(1) (i) Refund of Security Deposit: Security Deposit mentioned in sub clause (1.13.2) above shall be returned to the Contractor along with or after, the following:

- (a) Final Payment of the Contract as per clause 51.(1) **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), in case applicable.

(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.

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

1.13.3 Performance Guarantee:-

The procedure for obtaining Performance Guarantee is outlined below:

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

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

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

- (b) The successful bidder shall submit the Performance Guarantee (PG) amounting to 5% of the original contract value and Additional Performance Guarantee as per clause 16(4)(h) in any of the following forms

- i) A deposit of Cash;
- (ii) Irrevocable Bank Guarantee;
- (iii) Insurance Surety Bond as per Annexure-XVII

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 FA&CAO (free from any encumbrance) may be accepted.
- (c) The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the Contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.
- (d) The value of PG to be submitted by the Contractor is based on original contract value and shall not change due to subsequent variation(s) in the original contract value.
- (e) The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily.
- (f) Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be encashed.
- (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.

(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%

1.14. 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.

1.14.1 Extension of Time in Contracts (Clause 17A of GCC) : 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 one month 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 one month 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.

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

1.14.3 Bonus for Early Completion of Work (Clause 17C of GCC): 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.

1.15.0 QUOTING OF RATES:

The Tenderer shall quote his rates in the uploaded tender's schedule

1.16.0 ERASURE AND ALTERATION:

Tenders containing erasure and alterations of the tender documents are liable to be rejected. Any correction made by the Tenderer in his entries must be attested by him.

1.17.0 OBLIGATION TO ACCEPT / REJECT:

It shall not be obligatory on the said authority to accept the lowest tender and no tenderer shall demand any explanation for the cause of rejection of his tender.

1.18.0 DELIBERATION:

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

1.19.0 RETAINING OF CHARACTER OF FIRM:

If a tenderer expires after the submission of his tender or after the acceptance of his tender, the Railway shall deem such tender as 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.

1.20.0 NON COMPLIANCE:

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

1.21.0 AUTHORITY TO ACCEPT TENDER:

The authority for the acceptance of the tender will rest with the Sr. Divisional Electrical Engineer (TRD) BHOPAL who does not bind himself to accept the lowest or any other tender nor does he undertake to assign reasons for declining to consider any particular tender or tenders.

1.22.0 EXECUTION OF CONTRACT AGREEMENT:-

- (a) The successful Tenderer shall be required to execute an Agreement with the President of India acting through the Sr. Divisional Electrical Engineer (TRD) BHOPAL for carrying out the work according to the Preamble, Conditions of contract, Instructions to the tenderers General Conditions of Contract, Technical Data & Explanatory note, given in the tender papers and specifications (technical data) as laid by RDSO/CORE/CEE, West Central Railway for Works and Materials available in office.
- (b) The Railway reserves the right of not to invite tenders for any 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 reason for any such action.
- (c) The Tenderer whose tender is accepted shall be required to appear at the office of the Sr. Divisional Electrical Engineer (TRD), Bhopal as the case may be in person, or if a firm or corporation, a duly authorized representative, and execute the contract documents within seven days after notice that the contract has been awarded to him. Failure to do so shall constitute a breach of the agreement effected by the acceptance of the Tender in which case the full value of the earnest money (or equivalent amount from standing earnest money) accompanying the tender, shall stand forfeited without prejudice to any other rights or remedies.
- (d) In the event of any Tenderer whose tender is accepted, refuses to execute the contract documents as herein before provided, the Railway may determine that such Tenderer has abandoned the contract and thereupon his tender and the acceptance thereof shall be treated as cancelled and the Railway shall be entitled to forfeit the full amount of the earnest money and to recover the liquidated damage for such default.
- (e) Every contract shall be complete in respect of the documents it shall constitute. Not less than 5 copies of the contract documents shall be signed by the competent authority and the contractor and one copy given to the contractor.
- (f) The earnest money deposited by the successful tenderer shall be forfeited if the contractor fails to execute the Agreement or fails to start the work within a reasonable time (to be determined by the Engineer after notification of the acceptance of his tender).

1.23.0 COMPLETION PERIOD OF WORK: The completion period of work will be 12 months from the date of issue of letter of acceptance, including time of rainy season.

1.24.0 BINDING OF ORIGINAL OFFER IN CASE OF NEGOTIATIONS:-

Should the Railway decide to negotiate with a view to bring down the rates, the original offer will still be binding in case nothing materializes out of the negotiations.

FORMAT II

Record of past work done in last three years of the firm (Along with supporting document)

Name of Tender:

S.N.	Name of project and address of it's controlling authority	Location	Name of work	Cost of work	Date of Letter of Acceptance with Completion period	Time taken for execution with dates of commencement and completion	Remarks
1	2	3	4	5	6	7	8

FORMAT III

Details of work in hand and other works tendered for as on the submission of the tender.

Name of Tender:

S.N.	Name of project and address of it's controlling authority	Location	Name of work	Cost of work	Date of Letter of Acceptance with Completion period	Progress of works till today with financial payment received Rs.	Remarks
1	2	3	4	5	6	7	8

CHAPTER – II

CONDITIONS OF CONTRACT

2.1.0 SCOPE:

This chapter deals with the conditions of Contract under which the various works coming under the purview of this contract are to be executed by the Contractor. This should be read in conjunction with Indian Railways General Conditions of Contract, April 2022 or latest, of Engineering department as amended from time to time.

2.2.0 CONDITIONS OF CONTRACT:

If the Tender submitted by a Tenderer is accepted and the contract awarded to the Tenderer, the various works coming under the purview of the contract shall be governed by the terms and conditions included in the Tender papers covering the following:

- i) System of tendering
- ii) Preamble and scope of work to the Tender Papers.
- iii) Instructions to Tenderers and conditions of Tendering, as included in Part-I, chapter-I.
- iv) Conditions of contract, as included in this chapter.
- v) Indian Railways General Conditions of Contract, April 2022 or latest of Engineering department as amended from time to time (This is applicable but not attached with this tender form if required, the same may be seen in the office or purchase after depositing the requisite amount with Railway).
- vi) Prices and Payments, as included Price Bid as the case may be.
- vii) Explanatory notes of Schedule and Schedule of prices and quantities.

2.3.0 PURCHASER'S REPRESENTATIVE:

Subject as otherwise provided in this contract, all notices to be given on behalf of the Purchaser and all other action taken on his behalf may be given or taken, as the case may be, on his behalf by the Sr. Divisional Electrical Engineer (TRD), Bhopal or his successor.

2.4.0 CONTRACTOR'S REPRESENTATIVE:

The contractor's representative shall be a person as defined in Chapter I.

2.5.0 CONTRACTOR'S OFFICE, DEPOT & ADDRESS:

The Contractor shall within a month of issue of letter of acceptance of Tender, establish an office at a convenient place for co-ordination with Executive officer. He shall intimate the address in which all correspondence shall be sent. Any communication sent to the Contractor by post at his said address shall be deemed to have reached the Contractor duly and in time. Important documents shall be sent by Registered post. In addition to the establishment of an office, the Contractor shall set up at least one depot for receiving and storing materials. He should establish a workshop for small fabrication and assembly work, if considered necessary by the Contractor. For the depot, the Purchaser shall offer open space reasonably level and workable and suitable for storage of materials free of charge, inside Railway premises which will be convenient from the point of view of operation. The depot/s shall be as far as possible be located such as to be accessible by road.

2.6.0 PURCHASER'S ADDRESS:

The list of addresses to which correspondence and documents relating to the contract to be made are as under:

For tender, policy matter, and contract execution:

Sr. Divisional Electrical Engineer (TRD), Bhopal
DRM's Office, TRD Branch,
Habibganj, Bhopal – 462 024.

2.7.0 INCOME TAXES:

(a) The Contractor and all personnel employed by him shall pay such taxes like income tax as are payable under statutory laws of India and the Purchaser will not accept any liability for the same.

(b) Deduction of income tax at source as per provision of finance act and income tax act in force shall be made from the Contractor/Sub-contractor and the amount so deducted shall be credited to the Central Government.

2.8.0 LAWS OF INDIA:

This contract shall be governed by the laws for the time being in force in the Republic of India.

2.9.0 AGREEMENT

- (a) 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 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 Earnest Money 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.
- (b) If a work is transferred from the jurisdiction of one Railway to another Railway or to a project authority or vice versa while the contract is in subsistence the contract shall be binding on the Contractor and successor Railway/Project in the same manner and take effect in all respects as if the Contractor and the successor Railway/Project were parties thereto from the inspection and the corresponding officers or the competent authority in the successor Railway/Project will exercise the same powers and enjoy the same authority as conferred to the Predecessor Railway/Project under the original contract/agreement entered into.
- (c) If for administrative or other reasons the Contract is transferred to the successor Railway/Project the contract shall, notwithstanding anything contained herein contrary thereto, be binding on the Contractor and the successor Railway/Project in the same manner and take effect in all respects as if the Contractor and the successor Railway/Project had been parties thereto from the date of this contract.

- (d) Until a formal agreement is prepared and executed, acceptance of this letter shall constitute a binding Contract between us for this work.

2.10.0 SCHEME OF WORK:

The work should be done as per technical data, drawings and use of approved material, equipment. The contractor should submit fortnightly to Executive a progress report of material received at site and progress of work.

Successful Tenderer, shall execute the work as per priority & time limits given by Engineer or his representative in view of needs of the project. Successful tenderer will not have right to use completion period clause to plan various activities according to his convenience

Inspection:

All the material required for this work shall be subject to ensure that the work is done in accordance with specification, drawings and is of the best quality suitable for purpose. Following inspection schedule shall be followed:-

a) Inspection of material

i) **At firm premises** - Inspection of all the major items shall be done at manufacturer's premises by Railways representative. Firm will submit manufacturer's original certificate.

ii) **After Receipt of material** - Inspection of other item shall be done at depot/site by Railway Engineer's representative. Contractor shall produce all the test reports, material documents etc during inspection.

iii) All the defects/discrepancies, if any, pointed out during inspection should be attended by the contractor immediately.

b) Stage Inspections - Stage inspections shall be carried out by Railway Engineer's representative from time to time during execution of the work at site. All the shortcomings noticed during stage inspection shall be attended by the Contractor.

c) Final Inspections: - After completion of work, contractor shall offer it for final inspection and testing. All the shortcomings noticed during final inspection shall be attended by the contractor, immediately and a joint inspection shall be carried out by Railway Engineer's Representative and by Contractor Representative after completion of the entire work and a joint inspection report shall be made. The joint inspection report shall be signed by the contractor's representative, Railway's authorized Engineer for that work and shall be enclosed along with the final bill with details of works carried out in individual location. Any defect/shortcomings noted shall be attended by the contractor immediately.

2.11.0 Materials/Equipments:

All materials used in the work shall be of the best quality and of the class most suited for the purpose specified and procured from the sources approved by **RDSO/CORE only**.

All the equipments, materials, fittings and components will be subject to quality control programme of the manufacturer, being part of the quality Assurance programme of the Contractor. The materials may also be inspected by the Purchaser or his representative or RITES either at the manufacturer's works or at the Contractor's depot. All erection work carried out shall be of best quality acceptable to the purchaser to be done as per specification and drawings. The purchaser's representative shall have the right to be present during all stages of manufacture and contractor shall accord free of charge all reasonable facilities required for inspection and testing.

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

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

- (a) (i) Total value of work to be assigned to sub-contractor(s) shall not be more than 50% of total contract value.
- (i) The subcontractor shall have successfully completed at least one work similar to work proposed for subcontract in last 5 years, ending date of submission of proposal by Contractor to Railway, costing not less than 35% value of work to be subletted, through a works contract. For fulfilment of above, Work Experience Certificate issued by a Govt. Department/Organisation shall be considered. Further, Work Experience Certificate issued by a Public listed company shall be considered provided the company is having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, registered at least 5 years back from the date of submission of proposal by Contractor to Railway and work experience certificate issued by a person authorised by the Public Listed Company to issue such certificates.

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

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

- (ii) There is no banning of business with the sub-contractor in force over IR.
- (b) The Contractor shall provide to the Engineer a copy of the agreement to be entered into by Contractor with subcontractor. No subcontractor shall be permitted without a formal agreement between Contractor and subcontractor. This agreement shall clearly define the scope of work to be carried out by subcontractor and the terms of payment in clear & unambiguous manner.
- (c) On receipt of approval from Chief Engineer, Contractor shall enter into a formal agreement legally enforceable in Court of Law with subcontractor and submit a copy of the same to the Engineer.
- (d) The Contractor shall intimate to the Engineer not less than 7 days in advance, the intended date of commencement of subcontractor's work.

- (e) Once having entered into above arrangement, Contractor shall discontinue such arrangement, if he intends to do so at his own or on the instructions of Railway, with prior intimation to Chief Engineer.
- (f) The Contractor shall indemnify railway against any claim of subcontractor.
- (g) The Contractor shall release payment to the Sub-contractor(s) promptly and shall endeavour to resolve all issues amicably and speedily with the Sub-contractor(s), so that the execution of work is not affected in any manner whatsoever.
- (h) In addition to issuance of work experience certificate to Contractor, the Engineer, when, based on documents, is satisfied that subcontracted work has been carried out by subcontractor, shall issue work experience certificate to the subcontractor also for the portion of work subcontracted and successfully completed by the sub-contractor.

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

- (i) The responsibility of successful completion of work by subcontractor shall lie with Contractor. Subcontracting will in no way relieve the Contractor to execute the work as per terms of the Contract.
- (j) Further, in case Engineer is of the view that subcontractor's performance is not satisfactory, he may instruct the Contractor to remove the subcontractor from the work and Contractor has to comply with the above instructions with due promptness. Contractor shall intimate the actual date of discontinuation of subcontract to Engineer. No claim of Contractor whatsoever on this account shall be entertained by the Railway and this shall be deemed as 'excepted matter' (matter not arbitrable).
- (k) The permitted subcontracting of work by the Contractor shall not establish any contractual relationship between the sub-contractor and the Railway and shall not relieve the Contractor of any responsibility under the Contract.

The Contractor may sublet a part of the works under this contract. The names of all Sub-Contractors proposed to be employed for execution of work shall be submitted by the Contractor to the Purchaser and got approved by him before the Contractor enters into an agreement with the Sub-Contractor. The Contractor shall arrange for effective supervision of Sub-Contractor's work and remain solely responsible for materials supplied and for works carried out on his behalf by the sub-contractor/s. Railway shall not be responsible for non compliance of any rule of this tender by sub contractor.

2.13.0 QUANTUM OF WORK AND MATERIALS:

- (i) Quantity of item/items shown in the schedule of rates of the tender paper is for guidance of the contractor/contractors. The quantities may vary on either side can be up to 25% of total value of original contract, during the execution of work according to actual need of

- the Railway and the contractor is bound to carry out these additional quantities at the same rate. The contractor is not entitled for any claim on this account.
- (ii) For the first 15% increase in the value beyond 25% of the agree mental value, the rates will have to be reduction of 2% in the incremental value of the agreement and for the next 10% increase in the value, rates will have an additional reduction of 2% in the further incremental value of the agreement.
 - (iii) Execution of quantities beyond (+) 50% of the overall agreemental value should not be permitted and, if found necessary should be only through fresh tenders or by negotiating fresh rates with existing contractor as per procedure laid down by Railway Board in their letter no. 94/CE/CT-1/37 dated 05.05.95 for variation beyond 25%.
 - (iv) Quantities of item/items shown in the schedule are approximate and are the guidance of the contractor / contractors. The quantities may vary to the extent of 50% on higher side or to any extent on lower side during the execution of work according to the actual need of Railway.

2.14.0 ACCESS TO WORK SITE:

- (a) Access to the site for the purpose of this contract shall be accorded to the contractor by the purchaser at all times. In the execution of the work no person other than the contractor or his duly appointed representative or approved sub-contractor and bonafide workmen shall have access to the site. Access to the site of work at all times shall be allowed by the contractor to Officials or approved representatives of the purchaser or to Railway staff for purpose of maintenance.
- (b) The Purchaser or his authorized representative shall have the right to refuse admission to the work site of any person employed by the contractor whom the purchaser or his engineer may consider undesirable.
- (c) The purchaser or his Engineer shall be at liberty to object to the employment of any person as Contractor's Agent/Representative, approved sub-contractor's supervisors, workmen or laborer for execution of this contract on the ground of misconduct, incompetence or negligence. The contractor on receipt of notice of such objection in writing from the purchaser or his engineer shall forthwith remove the person so objected to and provide in his place any other competent person and shall not allow the persons so objected to, to enter the site of work subsequently or remain in the execution of the contract. The purchaser will not be liable to pay any cost or damage on this account.

2.15.0 ACCIDENTS:

- (a) The Contractor shall, in respect of all staff engaged by him or by his sub-contractor, indemnify and keep the purchaser at all times indemnified and protected against all claims made and liabilities incurred under Workmen's Compensations Act, the Factories Act and the Payment of Wages Act and rules made there under from time to time or under any other labor and Industrial legislation made from time to time.
- (b) The Contractor shall indemnify and keep the Purchaser indemnified and harmless against all actions, suits, claims, demands, costs, charges or expenses arising in connection with any death or injury sustained by any person or persons within the Railway premises and any loss or damage to Railway property sustained due to the acts or omission of the Contractor, his sub-contractors, his agents or his staff during the execution of this contract irrespective of whether such liability arises under the Workmen's Compensation Act, or Fatal Accident Act or any other statute in force for the time being.

2.16.0 SAFETY MEASURES

The contractor shall take all precautionary measures in order to ensure the protection of his own personnel moving or working on the Railway premises, but shall then conform to the rules and regulations of the Railway. The contractor shall be responsible for safe custody of all equipments till provisional acceptance. Moreover, if any time the works to be carried out directly concern the safety of trains, the contractor's staff must comply fully with Railway regulations given to him by the authorized Railway staff. The contractor's employees and workers may for no reason operate an installation concerning train safety or train movement. They shall notify the authorized representative of the purchaser who will take all necessary steps in this regard.

2.17.0 PROVISIONAL ACCEPTANCE:

- (a) Immediately after completion of work, the Contractor shall certify and advise the Purchaser in writing that the work is ready to be handed over. He will also place at the disposal of the Purchaser the required staff for checking it and putting it into operations.
- (b) After inspection when the Purchaser is satisfied with the satisfactory working of the installations he will issue a Provisional Acceptance Certificate' which would be signed by both the parties. The Provisional Acceptance Certificate will not be withheld for any minor defects.
- (c) The issue of Provisional Acceptance Certificate shall not be withheld for rectification of minor defects which may reasonably be considered not essential for energisation and operation of installation. In such cases, only the value of materials and cost of rectification of minor defects shall be withheld from the payments of Provisional Acceptance until rectification is completed.

2.18.0 DEFECTIVE EQUIPMENTS TO BE CHANGED:

Notwithstanding the issue of Provisional Acceptance Certificate and partial or full use of any equipment, if the completed equipment or any portion thereof before it finally taken over at the end of the guarantee period be found to be or to have become defective in course of usage by the Railway due to faulty material, design or workmanship, or otherwise fails to fulfill the requirement of the contract and/or its purpose, the purchaser shall normally give the contractor prompt notice setting forth the particulars of each defects or failure and the contractor shall forthwith make the defects good or modify or replace the equipment, as may be directed by the purchaser's Engineer, at his own cost in all respects to make comply satisfactorily with the said requirements. Should the contractor fail to do within a reasonable time the service of the said notice upon him or should time not permit of service of such notice, the purchaser may repair or reject and replace the whole or part of such defective equipment as the case may be, at the cost of the contractor. The contractor's full liability under this clause shall be satisfied by the payment to the purchaser of the extra total cost, if any, of such replacement delivered and erected as provided for in the original contract, such extra cost being the ascertained difference between the price paid by the purchaser under the provisions above mentioned for such replacement and the contractor's price for the plant so replaced, plus the sum, if any, paid by the purchaser to the contractor in respect of such defective equipment. Should the purchaser not so replace the rejected equipment within a reasonable time, the contractor's liability under this clause shall be satisfied by the repayment by the

contractor of all money paid by the purchaser to him in respect of such rejected equipment. Rejected/defective materials shall be returned to the contractor to the extent possible. Provisions of this para will apply only in respect of the equipments and components supplied by the contractor.

2.19 GUARANTEE /MAINTENANCE PERIOD

The Successful tenderer will give clear guarantee/maintenance period of **12 months** from the date of completion of all work. Any goods found defective within this guarantee period shall be replaced / rectified free of cost, by the tenderer.

2.20 FINAL ACCEPTANCE

(a) The final acceptance of the entire equipment installed on the group shall take effect from the date of expiry of the period of guarantee. After expiry of the period of guarantee for each section, a certificate of final acceptance shall be issued by the Purchaser and the last of such certificate will be called the last and final acceptance certificate. The contract shall not be considered as completed until the issue of final acceptance certificate by the Purchaser.

(b) The Purchaser shall not be liable to the Contractor for any matter arising out of or in connection with the contract or execution of the work unless the Contractor shall have made a claim in writing in respect thereof before the issue of final acceptance certificate under this clause.

Notwithstanding the issue of final acceptance certificate, the Contractor and the Purchaser (subject to sub-clause as above) shall remain liable for fulfillment of any obligation incurred under the provision of the contract prior to the issue of final acceptance certificate which remains unperformed at the time such certificate is issued and for determining the nature and extent of such obligation the contract shall be deemed to remain in force between the parties here to.

2.21 ISSUE OF IDENTITY CARDS TO CONTRACTOR'S LABOURS.

The identity card should be issued to the contract laborers nominated to work in the railway premises by the contractor, indicating Contract No, Name of the person, place of work etc. If identity card is not issued to contract laborers, labors will not be permitted to work in the Railway premises. The list of the labor should be submitted to this office for records.

Railway materials should be issued in stages in accordance with progress of work. The value of the Railway material issued but not erected, should not exceed the value of the B.G. (available with the Railway.) submitted by contractor.

If not specified elsewhere in this tender booklet, then manufacturer's test certificate, proof of manufacture by approved manufacturer/brand, proof of placement of order by the contractor on approved manufacturer, and certificate of conformity of product to relevant IS specification of manufacturer shall be supplied by the contractor in original.

For items to be procured by successful tenderer for execution of this contract, 'D' form will be issued on demand, if permissible as per rule. Except for this, no other charges/ taxes shall be payable separately to the successful tenderer after satisfactory execution of contract.

The site plan for all the stations will be made available to the successful tenderer at the time of execution of the work.

After visiting the site before quoting in tender any other material; if considered necessary; by the contractor for successful completion of work, which is not included in the tender schedule, may be quoted separately with full details and justification for consideration of the purchaser. Later, on award of work to successful tenderer, no dispute shall be entertained by Railway, if nothing is quoted as per this point.

All electrical works shall be carried out in accordance with the provision of Indian Electricity Act, 1910 and Indian Electricity Rules, 1956, amended up to date. The work shall also conform to relevant Indian Standard Codes of Practice. Successful tenderer shall ensure supply of all items as per relevant IS, if Railway specification is not provided and shall show/ bring his own IS as and when demanded by Railway representative. If Railway specification contains reference to IS specifications, then also, above shall apply.

2.22 Settlement of dispute:-

The provision of clauses 63 & 64 of General Conditions of contract will be applicable only for settlement of claims or disputes between the parties for value less than or equal to 20% of the value of the contract and when claims of disputes are of value more than 20% of the value of the contract provision of clause 63 & 64 and other relevant clause of the General Conditions of contract will not be applicable and arbitration will not be remedy for settlement of such disputes

2.23 GENERAL INSTRUCTIONS:

1. All the materials to be used shall be got approved before commencement of the work.
2. All the works should be carried out as per the instructions of site in-charge
3. The work shall be carried out in accordance with the drawings.
4. Following work will be carried out only in the presence of Railway's representative.
 - (i) Marking of foundation layout.
 - (ii) Excavation of foundation and making of foundation.
 - (iii) Erection of mast in foundation.
 - (iv) Other works connected to safe operation of trains.
5. Successful Tenderer, on award of contract shall give required progress for each schedule item as per priority, urgency, requirement given by Railway representative irrespective valid completion period. Noncompliance shall be treated as breach of contract condition and will be dealt as per clause No.62 (VII) of GCC and also LD shall become deductible.
6. If during execution of work, damage is caused due to any reason, to existing surfaces, walls, road, track etc., then the damaged entity will have to be repaired and matched with adjacent area as it was before damage.
7. All the equipments, material shall be supplied as per list of approved sources of RDSO/ CORE Allahabad. Lists of approved make can be seen in this office.
8. Successful tenderer shall be bound to issue identity card to each and every person employed by him and deployed for execution of the contract work (as per format of Railway to be given to successful tenderer), at his own cost. Non compliance would be treated as breach of contract condition and will be dealt as per clause No.62 (VII) of GCC.

9. Wherever there is doubt regarding any of the contents of this tender, the clarification should be sought before quoting in the tender. Later on award of work, all interpretations of Railway Representative or of the Engineer shall be final.

2.24 SPECIAL INSTRUCTION FOR TENDERER

- 1) **Reporting of Accidents:** The Contractor shall be responsible for the safety of all employees directly or through petty Contractors or sub-contractor employed by him on the works and shall report serious accidents to any of them however and wherever occurring on the works to the Engineer or the Engineers Representative and shall make every arrangements to render all possible assistance
- 2) For all the tenders having advertised cost of Rs 10 lakh or above, the contractor shall have the option to take payment from Railways through a letter of credit (LC) arrangement. The option so exercised, shall be an integral part of the bidder's offer. The above option of taking payment through LC arrangement, once exercised by tenderer at the time of bidding, shall be final and no change shall be permitted, thereafter, during execution of contract. Conditions regarding Letter of Credit (LC) are uploaded as Annexure-LC in tender document.
(By authority Railway Boards letter no 2018/CE-I/CT/9 dated 04.06.2018)

CHAPTER III

TERMS OF PAYMENTS

3.1 SCOPE

The unit rates given against various items of work in tender papers are the schedule of rates. The prices so obtained shall be the unit prices for the various items of work given in schedule of rates and quantities.

3.2 UNIT PRICES

GST applicable on this works contract. Therefore, they should quote their prices taking into account the rate of taxes as livable in the event of sale through works contract to the West Central Railway Organization in that state and present tax structure applicable.

The price shall also include provision for losses and wastages in transit and erection.

Note:-

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.

3.3 QUANTITIES:

The approximate estimated quantities of various items of work are included in Tender Schedule.

3.4 NON-SCHEDULE ITEMS:

If during the execution of the work the contractor is called upon to carry out any new item of work not included in Schedules, the contractor shall execute such works at such price as may be mutually agreed with the Purchaser before commencement after obtaining the competent authority's approval and sanction.

3.5 PAYMENTS AND RECOVERIES:-

No advance payment shall be made to the contractor. The payment terms shall be governed as under. Subject to any deductions or recoveries which the purchaser be entitled to make under the Contract, the contractor shall unless otherwise agreed to be entitled to get the following payments subject to conditions stipulated in subsequent paragraphs.

- i) Payments for supply of materials.
- ii) Progress payments for supply and erection
- iii) Payment for provisional acceptance
- iv) Final settlement.

3.6 PAYMENT FOR SUPPLY OF MATERIALS:

(i) Payments will be made for materials as specified below:

- a) The material required for execution of the work to be supplied by the contractor will be arranged by the contractor and kept in Purchaser's depot. After inspection by Railway authority payment shall be made for supply of material required for the erection of the work in schedule as described below:

Payments for equipments, components, fittings and materials required for execution of the work will be made up to 80% of the supply value of the item indicated in the tender schedule to the contractor subject to complying the following.

Supplier's Challan and manufacturer's challan for major items, as directed by Engineer.

Certificate of receipt of materials in good condition at Purchaser's depot duly accepted by the Purchaser's Engineers

b) **Issue of materials to the contractor for erection:**

The material will be issued by the Railways to the contractor for execution of work against BG of equivalent cost of material till its erection. Materials will be issued in stages in such a way that at no point of time cost on materials in contractor's custody is more than the value of BG made available by the contractor.

The material will be re-issued by Railways to the contractor for execution of work and contractor shall load, unload and transport the issued material to the work site at his own cost.

Bank Guarantee as described below:

The Bank Guarantee shall be in the prescribed form issued by any State Bank of India or from any Scheduled Bank/Nationalized Bank duly conforming to the requirements and valid upto successful erection. B.G. will be returned if no material is outstanding with the contractor after successful erection.

BG will have to be furnished by the contractor at least 15 days in advance.

Issue of Railway supply items to the contractor for erection:

The material will be issued by the Railways to the contractor for execution of work against BG of equivalent cost of material till its erection. Materials will be issued in stages in such a way that at no point of time cost on materials in contractor's custody is more than the value of BG made available by the contractor.

a) **PAYMENT TERMS:-**

Running payment:-90% payment shall be arranged on executed quantity (with Supply & erection) on pro-rata basis.

Final payment:- 100% payment of balance quantity and 10% payment of paid quantity will be arranged at the time of final payment after successful completion of work in all respect.

All the bills for payment shall be accompanied with the following:-

- Certificate of receipt of material by the consignee.
- Test Certificates of RITES inspection/ Consignee inspection report of material.
- Inspection certificate issued by Sr. Divisional Electrical Engineer (TRD) West Central Railway, Bhopal or his authorized representative.

Payments will be governed by the terms specified and in accordance with accepted schedule of prices, read with relevant para of the other parts and chapters of the tender papers. Railway Administration retains the right to withhold money due to the Contractor arising out of this contract for any default of the Contractor from other contracts which the Contractor may have with the Government of India.

It is an agreed term of the contract that Railway Administration reserves to itself the right to carryout 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 if as a result of such examination any overpayment to him is discovered to have been made in respect of any work done or alleged to have been done by him under the contract.

All the above payments shall be subject to overvance of all formalities viz. signing of agreement furnishing P.G. verification of power of attorney, MB formalities, bill in Railways standard form etc.

All Govt., levies such as Income Tax, GST etc. which are applicable from time to time, will be deducted from the contractor's bill.

3.8 Final settlement: On successful completion of guarantee period and issue of certificate of final acceptance of entire installations, the security deposit will be refunded / or Bank guarantee will be returned to the contractor after adjustment of any dues payable by the contractor to the purchaser.

3.9 PRICE VARIATION CLAUSE (PVC):

Price Variation Clause (PVC) shall be applicable only in tender having advertised value above **Rs. 2 Crores**. Provided further that, in a contract where PVC is applicable, following shall be outside the purview of price adjustments (i.e. shall be excluded from the gross value of the work for the purpose of price variation) :

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

CHAPTER- IV

SCOPE OF WORK, TECHNICAL DATA AND EXPLANATORY NOTES

Name of the work: Application of composite high voltage insulated coating under girder bridge in electrified section of Bhopal division.

Scope of work and special conditions: -

Contractor will ensure completion of work as per tender technical specification only. Concerned SSE/TRD of the section will supervise and certify the work executed in respective jurisdiction and submit all relevant papers to Engineer's Representative for recording measurement. The work executed will be test checked by concerned ADEE/DEE/TRD for their respective jurisdictions.

Supply of material: - The Contractor will ensure that they will supply materials/items from only Approved Suppliers of RDSO/CORE/OEM as per RDSO's specifications & drawings and original certificate for proof of procurement for purchase of materials from approved suppliers is to be submitted at the time of delivery/inspection of materials. Approval to be obtained from Sr.DEE/TRD/BPL if approved drawings need to be changed as per site condition.

Contractor will submit the delivery challan form in the office of Sr.DEE/TRD/BPL, indicating supplied quantity of material duly certified by concern SSE/TRD of the section that supplied material is received from approved supplier of RDSO/CORE.

Transportation of material:- The transportation & handling charges to bring the material at work site will be borne by the Contractor. If required, Contractor can supply & store materials at suitable/convenient place. However, the loading, transportation & unloading of Contractor supplied material from concerned Railway Depot to work site shall be done by the Contractor.

Testing and Inspection of Material:- Testing & inspection of materials / components / equipments to be supplied against high value schedule items, will be carried out by M/s RITES at manufacturer's premises as per RDSO / CORE / Tender specifications & drawings. Notwithstanding anything stated above, material / equipment in small quantity with order value up to Rs. 5 Lakh or any remaining items may be inspected by the Purchaser/Consignee at manufacturer's premises / Depot / Site, with prior approval of SrDEE/TRD/BPL. Testing & inspection report of material duly signed by Inspecting Official will be submitted by the Contractor at the time of delivery of material to Railway Representative. The Contractor, for accepting the material should ensure the assurance of quality and technical parameters.

Quality of staff:- Properly skilled staff under the supervision of a qualified Supervisor or Engineer shall execute all the work. The Contractor on the demand by the Railway Engineer shall produce such evidence of qualification of his workmen/supervisors either at the time of award of contract or during execution of work.

Contractor will issue identity cards, duly signed by Railway representative to the labours engaged for execution of work.

Contractor will solely responsible for safety & security of their labors which will be engaged for execution of work because the work will be carried out in 25 KV AC electrified section.

Arrangement of power and traffic block:-

Power block / Traffic block (PB/TB) normally be granted any time during day/night time to suit convenience of traffic operations. In case of any accident/derailment/abnormality in the section, no PB/TB will not be arranged by the Railway to the Contractor. The protection required for block working i.e. Flagman, flags and discharge rods etc. shall be provided by the Railway.

The purchaser will make arrangement to give traffic and power block (hereinafter referred to as blocks) necessary for the running and operation of work trains and light ladder trolleys and track lorries for works to be carried out along or adjacent to the track. The contractor should carry out maximum amount of work during block.

Blocks will normally be granted anytime during day or night to suit convenience of traffic operations. The contractor shall equip himself to carry out all construction during night blocks/inside tunnel efficiently by deploying suitable lighting arrangement.

Blocks will normally be granted for work trains or for carrying out other work in one block section except, when the work overlaps two adjacent block sections, when blocks will be granted over both the blocks sections. The contractor shall organize the various works so as to use fully the blocks granted to him. He shall ensure that none of the equipment obstructs at any time at any track for which he has not been granted a block. The blocks granted ordinarily be on one track/multi track at one time over a distance covered by one or two consecutive block sections. For effective utilization of power/traffic block, the contractor shall provide group mobile communication facility/walkie-talkie from one party to other covering all the gangs working at a time and a portable communication from site to control room and to controlling officer of the purchaser without extra cost to the purchaser.

The contractor shall in consultation with the Purchaser submit a weekly block programme for works or for work trains 7 days in advance of the week for which the programme has been submitted. At the end of each week, a comparison shall be made between the block periods asked for by the Contractor and that availed of by the Contractor, fractions of an hour in the total being ignored.

Blocks will be subject to normal operating conditions and rules of the Railway. All formalities of exchanging private numbers etc. with the traffic control/Traction power controller will be carried out by the Purchaser's staff and for this purpose, the Purchaser will depute representative for erection gang, who will be responsible for imposing traffic and power blocks and also removing the same after men, material and equipment have been cleared by the Contractor from running tracks and the same declared safe for traffic by the Purchaser's representative, in case of works involving safety of running tracks

The protection/safety required for block working i.e. flagmen, flags etc. shall be provided by the contractor. Competency for the above shall, however, be given by the Railway authorities. The transportation of man and material for this work will be responsibility of the contractor. He shall

also arrange required vehicle for movement of Railway officer/site engineer for inspection. All required tools and tackles, ladder trolleys will have to be arranged by contractor at his cost.

Traffic detention charges:-

(A) Contractor will ensure that granted PB/TB is never busted under any circumstances unless it affects the safe working of trains. Because bursting of PB/TB invariably affects the punctuality of the trains.

(B) Each incidence of PB /TB busting resulting in detention to traffic will result in penalty of Rs. 5000/- per hour & the same will be deducted from Contractors bill. Recoveries: If any existing parts of the old installations are damaged /broken during execution of work at location, the cost of the same will be recovered from the Contractor's bill as per latest market prices.

Safety measures by TRD Contractors and field units:-

(i) Approval of drawing, design, Specification of material having deviation from RDSO/CORE drawing/ design/specification be approved from open line HQ.

(ii) No execution of the work without following the above procedure.

(iii) Filling up of check-sheets at work site and joint signature by Open line TRD supervisors duly recording the defects and deficiencies in check – sheets attending such defects and deficiencies and balance work on the same day or at the first available block. Further work will only progress on completion of these defects.

(iv) Monitoring of movement of EMU and Mail/ Express trains minimum 2 nos each after completion of work and reporting the details to the TPC who in turn will maintain a register for verification.

(v) Scrutiny and certification of Competency certificate issued by Contractors for his employees on safety and technical skill by Railway so that failure due to inadequate technical knowledge and non- observance of safety norms is avoided.

(vi) Contractor shall ensure that no staff is working on line/trackside without proper permission by Railway. Work shall be commenced only after obtaining necessary traffic & power block required and in the presence of authorized Railways representative.

(vii) Only eligible and competent staff shall be employed by Contractor and they must wear identity card while working on line no person without identity card should be allowed.

(viii) Contractor's site in-charge must keep 2 red flag & 1 green flag during day time multi colored lamp/torch light (having red & green color) during night time and a whistle. Contractor must make adequate light arrangement at work site.

(ix) Site in-charge of the Contractor must ensure proper discharging of line and grounding/ earthing of required lines on both side of the work place. While using metallic ladders in

multiple lines section staff must be careful as the OHE of the adjoining line is alive so that accidental touching should not lead to fatal accident.

(x) While unloading/ stacking/ loading, released or new material along the track, the Contractor must ensure that the material is not infringing the schedule of dimensions and keep them safely away. Also, care shall be taken to keep the material in such way that due to vibration or slight movement, it should not come near the track and infringe the movement of the train and stacked as per the specified height and distance from the Railway track.

(xi) Where the Road vehicle and / or machinery are required to work in the close vicinity of railway line, the work shall be carried out that there is no infringement to the Railways schedule dimension even for a short period. For this purpose, the area where road vehicle and/ or machinery are required to ply shall be demarcated and acknowledged by the Contractor. Special care shall be taken for turning/ reversal of road vehicle/ machinery without infringing the running track. Barricading shall be provided wherever justified in feasible as per site conditions.

(xii) Strict adherence to the relevant provisions of the 'General condition of Contract and the 'Special Condition of Contract' pertaining to safety of both men and material not only of the Contractor but also of the Railways. All staff must wear required safety gadgets such as helmets, phosphorescent jackets, identity badges, safety belts & shoes as required.

(xiii) Power traffic block must be restored in time after completion of work and after ensuring safety.

(xiv) Contractor must keep First Aid Box at work place for emergency.

(xv) In no case manual shifting/ transportation of structures, bulky material and fitting be done without proper power and traffic block and in the presence of authorized Railway representative.

(xvi) Material at site shall be got transported on same day by Contractor. If material is stored at site in advance a watchman must be kept. Also unused/released material, if any, should be moved away from site on the same day. No material is kept at site and un-attended/ unclaimed.

(xvii) Proper arrangement of mobile communication with TPC should be provided by Contractor as per the contract.

(xviii) During emergency, block must be cleared in minimum possible time. Adequate communication, preferably over walkie-talkie, should be available within the gang at work site.

(xix) Necessary safety equipment and tools to be used by Contractors staff must be checked and tested periodically as per norms. Record to be maintained for this purpose.

(xx) Contractor shall give necessary training to their Supervisors and staff & ensure that they know about safety norms to be followed for working in Railway premises and in the vicinity of Railway track in electrified territories.

(xxi) Proper care shall be taken in storing inflammable substance to avoid any fire.

(xxii) Supplementary site-specific instructions, whenever considered necessary shall be issued by the Supervisor in-charge as applicable.

The above list is only indicative; all Contractors must ensure protective, and safety measures given in contract agreement and the relevant acts, codes & manuals of Railways and civil authority.

It is advised that safety precautions enumerated shall be ensured in all contractual works. Railway's supervisors & staff shall also ensure and follow the safety instructions strictly while supervising contractual works including departmental works. Contractor should note vehicles and equipments of Contractors can be drafted by Railway administration in case of accidents/natural calamities involving human lives.

Conditions for execution of contract:- Labour, which is engaged by the Contractor for execution of this work at site, should be invariably insurance covered. The work shall be carried out under the supervision of Railway supervisor at site. During execution of work if any dispute involved such as variation in quantity, approval of Sr.DEE/TRD/BPL is required before initiating the work. No additional work should be done without taking prior approval of Sr.DEE/TRD/BPL in this regard. Contractor found using sub-standard or unapproved material shall be on the spot stopped from the executing the further work and suitable action will be taken against the Contractor.

Railway has right to decrease/increase the quantity of schedule of prices or delete some portion of work at the time of execution of work if feels necessary.

The Contractor will not operate/drive his vehicle for transport of material crossing the track or very close to the track, which is likely to endanger to lives and cause to accident failing which he shall be suitably penalized.

The rates quoted by the tenderer and accepted by Railway shall hold good till completion of work and no additional individual claim will be admissible on account of fluctuation in market rates, increase in taxes/levies/toll etc.

Scope of work, detailed tender technical specification for schedule items is attached herewith. However, in case of changes needed as per site condition permission from SrDEE/TRD/BPL is needed before the work is done.

The Contractor shall maintain the site register with his supervisors who shall keep the record of work done and get the same jointly inspected and tested by Engineer's representative. Engineer's representative and SrDEE/TRD/BPL or his authorized representative shall do final inspection. Copy of inspection report shall be submitted along with bill.

The Contractor shall jointly record all completed work with Railways in "Measurement Book" which will be available with Railways Engineer's representative. No other work than those

recorded in MB will be recognized. Complete work shall be carried out at site as per RDSO's specification, RDSO's drawings, relevant IE Rules and acts confirming to relevant IS specification.

No claim whatsoever will be entertained by the Railway on account of any delay or hold up the work(s) arising out of delay in approval of drawings, changes, modifications, alterations, omission and side layout plan or detailed drawings and design and or late supply of such materials as are required to be arranged by the Railway or due to any other factor on Railway account.

No claim for idle labour and idle machinery etc on any account will be entertained. Similarly no claims shall be entertained for business loss or any such loss.

DETAILED TENDER TECHNICAL SPECIFICATION & ITEM WISE EXPLANATORY NOTES.

Schedule-A

Item No.1: Supply and application of 3 part composite high voltage insulated coating compound "ElectroBann" on Bottom of ROB/FOB/ girder suitable for 25 kV AC traction as per specification on 1 meter area on either side of catenary wire with average coating thickness of 3.0 mm confirming to RDSO SMI No. TI/MI/0061 Rev.1 dated: - 11.12.2025 or latest

Insulation coating:-

Supply & application of 3 part composite high voltage insulation compound on bottom surface of FOBs, ROB, Girder Bridges and on booms and portals suitable for 25 KV AC Traction on 1 mtr area on either side of catenary wire with average coating thickness of minimum 3.0 mm. Price shall cover supply and application of composite insulation coating along with required quantity of suitable thinner, suitable cleaning solvent, suitable primer, cleaning aids etc. of approved specification and with proper surface preparation. The coating of 3.0 mm thickness with proper surface preparation by suitable means and after application of coating shall have BDV of 55+KV AC.

Technical Specification:- As per TI/MI/0061 Rev.1 dated: - 11.12.2025 or latest.

Parameters	Test Standards	Value
Cure System	Visual	Neutral Air Drying moisture cure
Percent Solid Contents		<u>≥ 85%</u>
Drying Time of Finished Coating	Visual/Ford Cup Method	45 – 50 Minutes
Specific Gravity of finished coating	ASTM D 297	1.10 – 1.50
Proof voltage withstand @3.00mm Coating Thickness	ASTM D 149/ IS 2584	42 kV AC (Withstand for 1 Minute)
Minimum Breakdown Voltage of Insulation Coating at 3.00 mm Coating Thickness	ASTM D 149 / IS 2584	≥ 55 kV AC
Volume Resistivity	ASTM D 257	>2.20 X 10 ¹¹ ohm/in
Surface Resistivity	ASTM D 257	>1.50 X 10 ¹¹ ohm

Temperature Stability		-20 Degrees C to 100 Degrees C. No cracking on the coating material
Water Absorption after 12 hours immersion.	ASTM D 570	<=0.02%
Adhesion Test @20Kg load	ASTM D 2197	Pass
Loss Tangent at 50 Hz @ 500 Volts.	ASTM D 150	Max 0.05
Comparative Tracking Index	UL 745 or IEC 60112	>=600
Resistance to Tracking & erosion test	IEC 60587:2022	2.50 Kv - 1Hour Pass 2.75Kv - 1Hour Pass 3.00 Kv - 1Hour Pass 3.25 Kv - 20minutes Pass
<u>Fire resistance test horizontal &30 sec burn</u>		Pass. Should not spread flame.

The Contractor shall provide the High Voltage Composite Insulation Coating Compound as per the following technical specification:-

Technical Specification: - Technical Specification for High Voltage Composite Insulation Coating suitable for 25KVAC Traction under ROB/FOB/GIRDER BRIDGES.

Application procedure for Coating under FOB/ROB/Tunnels & Girder Bridges–

- ☐ Application of High Voltage composite insulation coating compound is a power block activity. Line has to be discharged by means of proper grounding and line protection.
- ☐ Surface preparation – Initial power block is needed for about 2 hrs. for cleaning scrapping and loosening rust, removing dust or any other foreign contamination and prepare the surface for the application of 1st coat of surface preparation coating compound. After drying a repeat coat of Surface preparation coating may be required.
- ☐ Subsequently one and half-hour power block is needed for the 2nd coat of inorganic coating compound.
- ☐ Subsequently one and half hour is needed for the 3rd & Final coat of Polymer Coating. After drying a repeat coat of Polymer Coating may be required depending on the surface and site conditions.
- ☐ The approximate time required for curing of 1st, 2nd & Final coating shall be 45 minutes, 30 minutes and 40 minutes respectively.
- ☐ Allow composite insulation coating for full curing for 4-6 hrs. depending on temp. humidity (power block is not needed).
- ☐ The average thickness of coating through the surface should be NOT less than 3.0 mm. The coating thickness shall be measured and recorded by means of Coating Thickness Meter which is suitable for Metal substrates as well as concrete substrates. A separate coating thickness meter is made available for locations having concrete substrates.

□ Depending on site conditions, atmospheric pressure as well as surrounding pollutants, the 2nd coating i.e Inorganic Coating and 3rd Coating i.e. Polymer Coating may be used interchangeably to provide optimum results. The average coating thickness will NOT be less than 3.0 mm.

1. The thickness of coating through the surface should be in following manner. ON GALVANISED CHANNEL

Sr. No.	Round of Coating	Coating Used	Average Value of Thickness post coating
1	Ist coat	Surface Preparation Coat (Red)	1.20 mm
2	2 nd Coat	Inorganic Coat(Gray/Any color Approved by Customer)	1.80 mm
3	3 rd Coat	Bridge Coat (White/Any Color Approved by Customer)	3.00 mm

2. On the basis of above ,the thickness of the final coating shall be maintained by the manufacturer on OHE Cantilever and boom of portal/Bridge/ROB/FOB as under:-

3. Minimum Coating should be equal to 2.80 mm
4. Maximum Coating should be equal to 3.00 mm
5. Average Coating should be equal to 3.00 mm

Note :- Joint measurement of coating thickness will be done by Railways and contractor as per Railway's requirement. However, the cost and tools and tackles etc. required for such measurements shall be borne by the contractor.

Following material will be arranged by contractor for successful application of composite insulation coating compound under the FOBs/ROBs, Girder Bridges assembly:

1. Safety items i.e. mouth mask, eye protection, gloves etc.
2. Cleaning material i.e. mixing mug, surface scrapper, rough/fine abrasive sheet, wire brush, paintbrush size 38 mm, cotton waste, lint free cloth, non-polar solvent, hygroscopic binder, siloxane prime coat, industrial grade dilutants.
3. Inorganic coating in 4.5 Kgs. Pail & Final Coat of Polymer Coating.

General requirement with the scope:

The Contractor on award of contract shall deploy experienced staff for the work. He shall submit list for such staff and supervisors working with him along with the offer.

The supervisor and technical staff shall be certified by OEM or reputed agency to carry out such critical works.

Inspection :

The work of surface preparation and application, testing and commission of composite high voltage insulation coating compound, will be inspected at site in all respect as per Railway's requirement and at every intermediate stage and after final completion by the authorized representative of Sr.DEE/TRD/BPL in the presence of authorized representative of

manufacturer/supplier and contractor. All the equipments required for testing should be arranged by the contractor. The cost of all such tests carried out shall be borne by the contractor.

Special Conditions for High Voltage Composite Insulation Coating suitable for 25 KV AC Traction under ROB/FOB/GIRDER BRIDGE.

1.0 The insulation coatings should be suitable for 25 KV AC system. (Supported by NABL Accredited Lab Reports and report is to be submitting to this office, before execution of work).

2.0 The composite insulation coating should be suitable for 25 KV AC systems. The coating shall withstand 42Kv AC for 1 minute and breakdown voltage should be >55 KV AC. (supported by NABL accredited lab reports). The tenderer shall submit necessary test report along with their offer.

3.0 Successful tenderer should make arrangement for joint measurement of thickness of insulation coating under all substrates i.e. Metal as well as Concrete. Necessary digital coating thickness meters shall be used to ascertain the thickness of the coating on both the surfaces.

4.0 The insulation coating shall be recommended/ approved by RDSO and the tenderer shall submit copy of the recommendation/approval and reports of relevant tests carried out by RDSO along with their offer.

5.0 The product once applied will provide a service life of 02Years. Periodic inspection after the first year should be carried out by the successful tenderer along with Railway representative.

6.0 The product shall be in line with RDSO SMI No: - TI/MI/0061 Rev.1 dated 11th December 2025 or latest.

GENERAL TERMS AND CONDITION

1. The tender shall be accompany with the following :-
 - (a) Attested copies of registrations of firm. Partnership deed and power of attorney given by Partners /Board of Directors to the person authorized to submit tenders, executing the work and to receive the payments.
 - (b) Credentials of having executed similar work in Govt./Semi-Govt. or Public under takings.
 - (d) List of T&P's machineries available with the contractor
 - (e) Copy of GST registration number issued by commissioner, Customs, Central Excise and Service Tax Department (Ministry of Finance/Department of revenue).
 - (f) Copy of P.F. Code, Challan and balance sheet No. for engaged employees for contract works (Employees Provident and Miscellaneous Provision Act-1952)
2. In the event of any tenderers whose offer is accepted by railway and refuse to execute the contract agreement, the railway may determine that such tenderers have abandoned the contract and his offer and acceptance thereof shall be treated as cancelled and railway shall be entitled to forfeit the full amount of earnest money and to recover the liquidated damage for such default.
3. The tenderer shall give certificate of offer as mentioned in the “**Schedule of work rates and quantity**”. The offer shall be inclusive of all taxes like GST, transport, loading; unloading of all items covered by the above schedule and attached specification.
4. The railway reserves the right to increase or decrease the quantity of items mentioned under schedule of work or to delete any item altogether .The contractor shall execute the work of such additional quantity of work at the same rates quoted by him in "Schedule of Work ".
5. The rates quoted by the tenderer and accepted by railway administration shall hold good till completion of work and no additional individual claim will be admissible on account of fluctuation in market rates , increase in taxes/levies /toll etc.
6. If the completion of work is delayed a penalty at the rate as per Clause 17 specified in Indian Railways **General Conditions of Contract-April 2022** or latest will be deducted from the contractor's bills. If the delay in completion of work is due to administrative reasons, the date of completion shall be suitably extended on specific request by the contractor.
7. The work including material to be supplied by the contractor shall be inspected by Sr. DEE (TRD) Bhopal or his authorized representative. The material /equipments if required to be tested in accordance to Railway Specification, the same shall be tested in presence of Sr.DEE/TRD/BPL or his authorized representative. The contractor shall intimate/testing/ inspection program at least one week in advance. The equipment/ instruments required for testing at site or at works shall be arranged by the contractor.
8. Railway reserves the right to reject all or any tender without assigning any reason thereof or to relax or change any of the conditions/specifications stipulated in the tender.
9. Should there be any dispute of any kind the same shall be resolved through arbitration .The procedure to be adopted for arbitration is given in Part-V
11. The whole work shall be carried out as per latest RDSO/CORE drawings and specifications as per instructions of Sr.DEE/TRD/BPL or his representative.
12. **Police Verification and issue of ID card to Contractor Staff:-** Successful tenderer should insure that all contractor staff engaged in outsourced railway work should have valid ID Card issued by Contractor and verified by Railway Official and Police Verification Report (PVR) to avoid any untoward incident during contract period.

SPECIAL CONDITIONS

- (1) The contractor shall make his own arrangement for water and electricity during execution of the work.
- (2) All safety precautions for men and material working in electrified area should be taken by the contractor. The contractor shall be solely responsible if any of his workman meets with an accident due to non- observance of safety precautions.
- (3) While carrying out the work adequate care shall be taken by the contractor to avoid damages to any existing installations. In case of any damages contractor will be responsible and the cost of damages will be recovered from the contractor's bill.
- (4) All the material should be supplied as per latest RDSO's specification and drawing. Copy of the same shall be submitted along with the materials.
- (5) All related drawings can be seen in this office before quoting the rates on any working day.
- (6) Power and traffic block if required shall be arranged by Railways free of cost.
- (7) The contractor is to issue identity card to each and every person employed by the him and deployed for execution of the contract work as per prescribed form at (Annexure-III) at his cost. Failure on the part of contractor to issue identity cards to their employees will be treated as breach of contract conditions.
- (8) Penalty for compensation of traffic detention due to negligence of contractor during execution of work will be imposed on contractor as below:-
Rs.1000/- per instance and subject to maximum Rs.5000/- for contract work costing below Rs.5 lakh and Rs.10,000/- for contract work costing above Rs.5 lakh. Planned power /traffic block will not be treated as traffic detention
- (9) 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 on website www.shramikkalyan.indianrailways.gov.in. for all works.***(As per Railway Board's letter No. 2018/CE-I/CT/4, dated 17.10.2018)***

While processing payment of any 'On Account bill' or 'Final bill' or release of 'Advances' or 'Performance Guarantee/Security deposit', contractor shall submit a certificate to the Engineer or Engineer's representatives that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramikkalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till ---Month,---_Year."
- (10) All the materials which are not included in CORE/RDSO approved vender should be approved by competent authority before execution of work.
- (11) All the released material shall be returned by the contractor to concern SSE (TRD) of the depot.
- (12) During execution of work, firm should ensure that all man power engaged in work should wear mask and all necessary precautions should be adopted as issued by GOI for safety against CORONA.

CONTRACT AGREEMENT OF WORKS

CONTRACT AGREEMENT NO., DATED _____

AN AGREEMENT made this day of 26 between the President of India acting in the premises through the Chief Project Manager Bhopal / Chief Electrical Engineer or his Successor West Central Railway, Jabalpur of the Ministry of Railways, Railway Board (hereinafter referred to as “the Purchaser”) of the one part and Messrs (Here in after referred to as “the Contractor”) of the other part.

Whereas in response to a call for Tenders for “**As specified in NIT**” Here to, the Contractor has submitted a Tender as per tender schedule hereto and whereas the said Tender of the Contractor has been accepted as per copy of Letter of Acceptance of Tender No.....dated..... complete with enclosures at the accepted rates and agreed deviations from Tender No. **As specified in NIT** as per tender schedule hereto and at an estimated contract value of Rs.....(Rupees.....only).

Now this Agreement witness that in consideration of the premises and the payment to be made by the Purchaser to the Contractor provided for herein below the Contractor execute and perform all works for which the said Tender of the Contractor has been accepted, strictly according to the various provision in tender schedule hereto and upon such execution and to the satisfaction of the Purchaser, the Purchaser shall pay to the Contractor at the several rates accepted as per the said tender schedule and in terms of the provisions therein.

In witness whereof the parties have hereinto set and subscribed their respective hands and/or seals the day, month and year respectively mentioned against their respective signatures.

Signed and delivered at

by Shrifor and on behalf of

M/s.....the Contractor

within named in the presence of :

(Signature of the Contractor)

1. Signature :
Name in Block Capitals :
Address :
2. Signature :
Name in Block Capitals :
Address :

Signed and declared at Bhopal for and on behalf of the President of India by Shri

1. Signature :
Name in Block Capitals :
Address :
2. Signature :
Name in Block Capitals :

(Bid Security)

Bank Guarantee Bond from any scheduled commercial bank of India

(On non-judicial stamp paper, which should be in the name of the Executing Bank).

Name of the Bank: -----

President of India,
Acting through,
..... Railway,

Beneficiary: Railway

Date:.....

Bank Guarantee Bond No.:

Date:-----

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

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

AND

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

1. KNOW ALL MEN that by these present that I/We the undersigned [*Insert name(s) of authorized representatives of the Bank*], being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay to the Railway full amount in the sum of [*Insert required Value of Bid Security*] as above stated.
2. The Bank undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway on the Bank shall be final, conclusive and binding, absolute and unequivocal on the Bank notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Bidder or Bank.
3. The Bank shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the Bidder and without the Railway being required to show grounds or give reasons for its demand of the amount so demanded.
4. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.
5. The Bank agrees that no change, addition, modifications to the terms of the Bid document or to any documents, which have been or may be made between the Railway and the Bidder, will in any way absolve the Bank from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification made by Railway at any time.
6. This guarantee will remain valid and effective from..... [*insert date of issue*] till [*insert date, which should be minimum 90 days beyond the expiry of validity of Bid*]. Any demand in respect of this Guarantee should reach the Bank within the validity period of Bid Security.

7. The Bank Guarantee is unconditional and irrevocable.
8. The expressions Bank and Railway herein before used shall include their respective successors and assigns.
9. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the Railway. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.
10. The Bank hereby confirms that it is on the SFMS (Structured Financial Messaging System) and shall invariably send the advice of this Bank Guarantee to the following bank details –

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

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

Date

Place.....

.....

Bank's Seal and authorized signature(s)

[Name in Block letters]

[Designation with Code].....

[P/Attorney] No.

Witness:

1 Signature, Name & Address & Seal

2 Signature, Name& address & Seal

Bank's Seal

*[P/Attorney]*No.

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

SPECIAL NOTE FOR TENDERER/S

Sub: Employment of Graduate/Diploma holder Engineers during Execution of the contract works.

Ref: Railway Board letter No. 2012/CE-I/CT/O/20, dated 10.05.2013.

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In terms of provision of new Clause 26A.1 to the General Condition of Contracts (GCC), contractor shall also employ following Qualified Engineers during execution of the allotted work:-

- (a) One Qualified Graduate Engineer when cost of work to be executed is Rs.200 lakh and above, and**
- (b) One Qualified Diploma Holder Engineer when cost of work to be executed is more than Rs.25 lakh, but less than Rs.200 lakhs.**
- (c) Further in case the contractors fails to employ the Qualified Engineers, as aforesaid in Para 3 above, he, in terms of provisions of clause 26A.2 to the General Conditions of contract, shall be liable to pay an amount of Rs. 40,000 and Rs. 25,000 for each Month or part thereof for the default period for the provisions, as contained in Para 3(a) and 3(b) above respectively.
- (d) Provisions for deployment of Qualified Engineers (Graduate Engineer or Diploma Holder Engineer) shall be for the values as prescribed above. However, for the works contract tenders, if it is considered appropriate by the tender inviting authority, not to have the services of qualified engineer, the same shall be so mentioned in the tender documents by the concerned Executive with the approval of Officer not below the level.

**PROFORMA FOR EMPLOYMENT OF GRADUATE/DIPLOMA ENGINEER AT THE
SITE OF WORK**

(TO BE ATTACHED TO ALL TENDER AND AGREEMENT DOCUMENT)

To,

Date:

Sub: Employment to Graduate Engineers and Diploma
Engineers in execution of contract work.

Ref: 1) Contract Agreement No.

2) Total cost of contract Rs.

--

It is certified that we have employed the Graduate Engineer/Diploma Engineer
with effect from _____ for execution of contract work of above contract.

Authorized Signature of Contractor

Rubber Stamp of contractor

Chapter- V

64.(1) : Demand for Arbitration

In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question, dispute or difference on any account or as to the withholding by the Railway of any certificate to which the Contractor may claim to be entitled to, or if the Railway fails to make a decision within 120 days, then and in any such case, but except in any of the “excepted matters” referred to in Clause 63.1 of these Conditions, the Contractor, after 120 days but within 180 days of his presenting his final claim on disputed matters shall demand in writing that the dispute or difference be referred to arbitration.

64.(3)(a) : Appointment of Arbitrator where applicability of section 12 (5) of Arbitration and Conciliation Act has been waived off:

64.(3)(a)(i): In cases where the total value of all claims in question added together does not exceed ₹ 1,00,00,000/- (Rupees One Crore), the Arbitral Tribunal shall consist of a Sole Arbitrator who shall be a Gazetted Officer of Railway not below Junior Administrative Grade, nominated by the General Manager. The sole arbitrator shall be appointed within 60 days from the day when a written and valid demand for arbitration is received by General Manager.

64.(3)(a)(ii): In cases not covered by the Clause 64(3)(a)(i), the Arbitral Tribunal shall consist of a panel of three Gazetted Railway Officers not below Junior Administrative Grade or 2 Railway Gazetted Officers not below Junior Administrative Grade and a retired Railway Officer, retired not below the rank of Senior Administrative Grade Officer, as the arbitrators. For this purpose, the Railway will send a panel of at least four (4) names of Gazetted Railway Officers of one or more departments of the Railway which may also include the name(s) of retired Railway Officer(s) empanelled to work as Railway Arbitrator to the Contractor within 60 days from the day when a written and valid demand for arbitration is received by the General Manager.

Contractor will be asked to suggest to General Manager at least 2 names out of the panel for appointment as Contractor’s nominee within 30 days from the date of dispatch of the request by Railway. The General Manager shall appoint at least one out of them as the Contractor’s nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the ‘presiding arbitrator’ from amongst the 3 arbitrators so appointed. General Manager shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of Contractor’s nominees. While nominating the arbitrators, it will be necessary to ensure that one of them is from the Accounts Department. An officer of Selection Grade of the Accounts Department shall be considered of equal status to the officers in Senior Administrative Grade of other departments of the Railway for the purpose of appointment of arbitrator.

64.3.(a).iii: The serving railway officer working in arbitral tribunal in the ongoing arbitration cases as per clause 64.(3)(a)(i) and clause 64.(3)(a)(ii) above, can continue as arbitrator in the tribunal even after his retirement.

64.(3)(b): Appointment of Arbitrator where applicability of Section 12 (5) of Arbitration and Conciliation Act has not been waived off:

(i) In cases where the total value of all claims in question added together does not exceed ₹ 50,00,000/- (Rupees Fifty Lakh), the Arbitral Tribunal shall consist of a Retired Railway Officer, retired not below the rank of Senior Administrative Grade Officer, as the arbitrator. For

this purpose, the Railway will send a panel of at least four (4) names of retired Railway Officer(s) empanelled to work as Railway Arbitrator duly indicating their retirement dates to the Contractor within 60 days from the day when a written and valid demand for arbitration is received by the General Manager.

Contractor will be asked to suggest to General Manager at least 2 names out of the panel for appointment as arbitrator within 30 days from the date of dispatch of the request by Railway. The General Manager shall appoint at least one out of them as the arbitrator within 30 days from the receipt of the names of Contractor's nominees.

(ii) In cases where the total value of all claims in question added together exceed ₹ 50,00,000/- (Rupees Fifty Lakh), the Arbitral Tribunal shall consist of a Panel of three (3) retired Railway Officer, retired not below the rank of Senior Administrative Grade Officer, as the arbitrators. For this purpose, the Railway will send a panel of at least four (4) names of retired Railway Officer(s) empanelled to work as Railway Arbitrator duly indicating their retirement date to the Contractor within 60 days from the day when a written and valid demand for arbitration is received by the General Manager.

Contractor will be asked to suggest to General Manager at least 2 names out of the panel for appointment as Contractor's nominee within 30 days from the date of dispatch of the request by Railway. The General Manager shall appoint at least one out of them as the Contractor's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the 'Presiding Arbitrator' from amongst the 3 arbitrators so appointed. General Manager shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of Contractor's nominees. While nominating the arbitrators, it will be necessary to ensure that one of them has served in the Accounts Department.

64.(3)(c)(i): If one or more of the arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator, or vacates his/their office/offices or is/are unable or unwilling to perform his functions as arbitrator for any reason whatsoever or dies or in the opinion of the General Manager fails to act without undue delay, the General Manager shall appoint new arbitrator/arbitrators to act in his/their place in the same manner in which the earlier arbitrator/arbitrators had been appointed. Such re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator (s).

64.(3) (c) (ii): (a) The Arbitral Tribunal shall have power to call for such evidence by way of affidavits or otherwise as the Arbitral Tribunal shall think proper, and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitral Tribunal to make the award without any delay. The proceedings shall normally be conducted on the basis of documents and written statements.

(b) Before proceeding into the merits of any dispute, the Arbitral Tribunal shall first decide and pass its orders over any plea submitted/objections raised by any party, if any, regarding appointment of Arbitral Tribunal, validity of arbitration agreement, jurisdiction and scope of the Tribunal to deal with the dispute (s) submitted to arbitration, applicability of time 'limitation' to any dispute, any violation of agreed procedure regarding conduct of the arbitral proceedings or plea for interim measures of protection and record its orders in day to day proceedings. A copy of the proceedings duly signed by all the members of tribunal should be provided to both the parties.

Chapter –VI

01. DRAFTING OF CONTRACTOR'S VEHICLES & EQUIPMENT IN CASE OF ACCIDENT / NATURAL CALAMITIES INVOLVING HUMAN LIVES:

- (i) Railway reserves the right to withdraw/draft/takeover possession of any of the vehicles and equipments of the Contractor deployed by him at the work side in case of Railway accidents /natural calamities involving loss of human lives occur and deploy, utilize, engage them for work of relief, restoration Railway service etc. The said vehicles and equipments along with driver/operator shall be immediately handed over to Railway Administration on advise of Engineer or Engineer's representative. The decision of Railway as to type, number of vehicles and period of engagement shall be final and binding on the Contractor.
- (ii) The crew, fuel, and maintenance of the vehicles during the above period shall be provided by the Contractor to the satisfaction of the Railways.
- (iii) The Contractor shall be paid higher charges for the drafted vehicles/equipment by operating suitable Non-Schedule items at the Rates decided between the Engineer and the Contractor. Operation of Non-Schedule item will be approved with vetting of associate finance by CEE/WCR/JBP the Contract. However, if the Contractor is not satisfied with Engineer's decision he may appeal to the CEE/WCR/JBP within 30 days of getting the decision of the Engineer supported by the analysis of the Rates claimed. The CEE/WCR/JBP's decision after hearing of the both parties in the matter would be final and binding on the Contractor.
- (iv) In case Railway withdraws/drafts/takes possession of Contractor's vehicle/equipment, Log Book will be maintained by Railway's representative and it will be jointly signed by Railway's authorized representative and Contractor's driver of vehicle/operator of equipment. Payment will be made accordingly on agreed rates.
- (v) The Contractor shall provide following information about the vehicle/equipment available with them at the time of entering in to contract.

Sr. No.	Particular of Vehicle/equipment	No. of unit	Kind/ make	Capacity	Age & condition	Present location	Remark

02 QUALITY ASSURANCE MATERIALS:

- a) All the equipments, materials, fittings and components will be subject to quality control programme of the manufacturer, being part of the quality Assurance programme of the Contractor. The Materials if considered necessary will also be inspected by the Purchaser representative either at the manufacturer works or at the Contractor's depot. The Purchaser or his representative shall have the right to be present during all the stages of manufacture and shall be accorded free of charge all reasonable facilities for inspection and testing as well as to examine the stage inspection report of the manufacturer in addition to the quality audit which the Contractor may institute as a part of his programme so as to satisfy himself that the materials are in accordance with specifications, approved drawings and designs and Purchaser's prescribed quality Assurance Standards.

b) Erection:-All erection work will also be subjected to the Quality Assurance Programme including inspection by the Purchaser or his representative to ensure that the work is done in accordance with the specifications and approved drawings and designs and Purchaser's Quality Assurance Standards.

c) Quality Assurance Programme:

For proper control of quality and to ensure that the materials, equipment and fittings are manufactured according to specification and the erection is according to approved instructions, drawings, specifications, the Contractor shall adopt a suitable quality assurance programme to ensure quality at all necessary points, whether at manufacturer's works, or in his depot or at work site as well as during erection. Such quality assurance programme shall also meet the requirement of the Purchaser's Prescribed Quality Assurance Standards. This programme of the Contractor shall generally cover the following:-

3. **QUALITY ASSURANCE PROGRAMME IN SUPPLY AND ERECTION:**

All materials used in the work shall be of the best quality and of the class most suited for the purpose specified and procured from sources given in Part-I (Regular) approved by Research, Design and Standards Organization /Central Organization for Railway Electrification. It is essential that the manufacturer from whom supply is arranged should have long experience of design and manufacture of equipment, components, materials and fittings. The requisite facilities for testing prototypes supplied against this contract should be available with the manufacturer. In the case of those equipment, components or fittings for which the requisite facilities for testing of prototypes are not available with the manufacturer, the manufacturer shall arrange to carry out the prototype test at his own cost in a Testing Laboratory approved by the Purchaser. Only tested quality materials shall be used. The contractor shall ensure that the Purchaser's prescribed Quality Assurance Standards are rigidly followed in the manufacture and erection/installation of all the materials/components and fittings/equipment required for the work. Inspection of material unless/otherwise approved by CEE/WCR will be by RITES.

4 **GENERAL CONDITION OF CONTRACT**

Unless otherwise stated in the tender papers, contract shall be governed by "General Condition of Contract" with latest version applicable for West Central Railway, copy of which is available, for reference in the office of Senior Divisional Electrical Engineer (TRD), DRM's office, West Central Railway, Bhopal. For block working in Bhopal division, rules/procedure stipulated in ACTM (AC traction Manual & Subsidiary Rules) and G&SR (General & Subsidiary Rules) as applicable for Bhopal division shall be followed. Successful tenderer shall ensure himself & his staff for getting acquaintance of these rules.

Railway Clause for loan materials to contractors

OTHER RAILWAY STORES :

If any material other than those specified in para 1.2.20 is supplied by the Purchaser either at the Contractor's request or suo moto in order to prevent any possible delay in the execution of the works likely to occur due to the Contractor's inability to make adequate arrangements for supply thereof or otherwise, recovery will be made from Contractor's bill at the issue rate or market rate prevailing at the time of supply, whichever is higher, plus 5% on account of initial freight and 2% on account of incidental charges together with supervision charges at 12.5% of the total cost inclusive of material, freight and incidental charges or Schedule-3 rate, whichever is higher, freight between the Purchaser's source of supply and the Contractor's depot or Railway siding shall be to the Contractor's account. If, however, the material required by the Contractor is not available in Purchaser's stock or the Purchaser decides not to supply the same, be that for whatever reason, the Purchaser shall not be bound to arrange for the supply at cost quoted above or at any other cost nor will this fact be accepted as an excuse for delay in execution of works.

NOTE:

- (1) If the Contractor runs short of materials and such materials are available in Purchaser's stock, the material may be supplied by the Purchaser on loan to the contractor who will return these on receipt of supplies or within four months whichever is earlier. The value of the loaned material would be computed by the Purchaser based on market rate prevailing at the time of supply and equivalent amount would be withheld from the subsequent progress payments due to the contractors. In case the Contractor fails to return the material within the stipulated four months period from the date of loaning of material, the material loaned earlier would be treated as sold. The recovery of the value of the sold material would be on the basis of the issue rate or market rate prevailing at the time of supply or market rate at the end of four months' period, whichever is higher, plus 5% freight charges and 2% incidental charges together with supervision charges at 12.5% of the total cost inclusive of material, freight and incidental charges. This recovery would be made from any bill submitted by the Contractor subsequently duly adjusting the above referred withheld amount, if any on account of loaning material. However, in case the loaned material is returned within the stipulated four months or earlier, the withheld amount from the progress would be released.
- (2) Till such time that the contractor returns the material taken on loan or on expiry of four months limit as stipulated in note no. (1) above, whichever is earlier progress payment involving erection portion of the work corresponding to quantity of loaned material shall not be payable to the contractor. Progress payment shall be payable only after accounting for the return of loaned material / effecting recovery as stipulated in note no. (1) above.
- (3) a) For the contract awarded by the Division, the competent authority to approve issue of the material on loan to contractor shall not be lower than ADRM.
 b) For the contract awarded by the construction unit (field / HQ), the competent authority to approve issue of the material on loan to contractor shall not be lower than CEE(C).
 c) For the contract awarded by HQ open line, the competent authority to approve issue of the material on loan to contractor shall not be lower than CEDE.

E. New Annexure-V(A), Part I of GCC shall be read as under

ANNEXURE-V(A)
Reference -Para 6.1 of ITT

(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:

Reference -Para 10.2 & 17.15.2 of Tender Form (Second Sheet) of Annexure I of ITT

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

NAME OF BIDDER/JV PARTNER:

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

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

SEAL AND SIGNATURE OF THE BIDDER

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

(Signature of Chartered Accountant)

Name of CA: _____

Registration No: _____

(Seal)

ANNEXURE-"III"

IDENTITY CARD

Space of photo

IDENTITY CARD No.

DATE OF ISSUE

CONTRACT AGREEMENT No.

NAME OF THE CONTRACTOR &
ADDRESS

PARTICULARS OF EMPLOYEE

i) NAME OF THE EMPLOYEE

ii) DATE OF BIRTH/AGE

iii) PERSONAL IDENTIFICATION
MARK.

iv) PERMANENT ADDRESS

(Signature of Contractor)
(The person who signed the original
tender document or the contract agreement)

(Signature /Thumb impression of
Employee)

END of tender document