



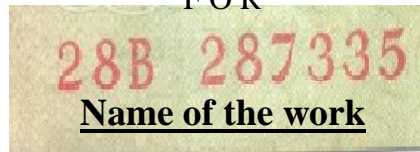
SOUTHERN RAILWAY

Palghat Division

SIGNAL & TELECOMMUNICATION BRANCH

TENDER DOCUMENT

FOR



Augmentation of Block Working Arrangements by Provision of Solid State Block Instruments in lieu of Existing FM Block Instruments in POY–CNV and VNB–NIL Single Line Block Sections of Palakkad Division, along with Associated EI Alterations and Other Signalling Works at POY and CNV Stations

Date of opening of Tender: After 15.00 hrs. of 03.07.2026



SOUTHERN RAILWAY

PALGHAT DIVISION S&T BRANCH

Sr.Divisional Signal and Telecommunication Engineer, Southern Railway, Palakkad,-678002 , for and on behalf of The President of India invites **ONLINE** open tenders for the following works as per tender notice given in e-tender portal www.ireps.gov.in. The tenderer(s) / contractor(s) intending to apply for e-tender for **WORKS** in Palghat Division, need to get enrolled in the e- tender portal www.ireps.gov.in and only online tenders will be accepted. The bidders will have to make payment towards earnest money against such tenders through online payment modes like net banking, Debit/ Credit cards etc., available on IREPS Portal.

Tender Notice No	J-SG-OT-12-2026-662346
Name of Works	Augmentation of Block Working Arrangements by Provision of Solid State Block Instruments in lieu of Existing FM Block Instruments in POY–CNV and VNB–NIL Single Line Block Sections of Palakkad Division, along with Associated EI Alterations and Other Signalling Works at POY and CNV Stations
Value of Tender	Rs.1,44,69,883.92 /- 205 287 335
Closing Date and time	03.07.2026 Up to 15.00 Hrs
Cost of Tender Form	Rs.0/-
Bid security	Rs. 2,89,400.00/-
Completion period	12 months
Validity of offer	60 days

[As the entry into WWW.IREPS.GOV.IN is controlled by Digital Signature Certificate, a separate signature in the tender document is not required.]

INSTRUCTIONS TO TENDERERS FOR E-TENDERS

In the e-tendering process, it is mandatory that every tenderer / contractor / firm registered with www.ireps.gov.in submit their bank details i.e. Name of the Bank along with Bank Branch Code, Account Number, IFSC Code, and PAN Number. As the entry into www.ireps.gov.in is controlled by Digital Signature certificate, a separate signature is not required.

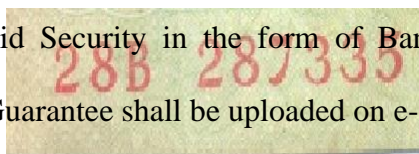
Sr.Divisional Signal and Telecommunication Engineer, Southern Railway, Palakkad, for and on behalf of the President of India invites ONLINE Open Tenders for the said works as per Tender notice issued by this office in our E- Tender portal “www.ireps.gov.in”.

The Tenderer(s)/Contractor(s) intending to apply for this E-Tender, need to get enrolled in the aforesaid E-Tender portal and only online tenders will be accepted. It is the responsibility of the Tenderer(s)/Contractor(s) to obtain necessary Digital Signature Certificates for participating in the E-Tender.

1. The Bid Security to be paid through:

The Bid Security shall be deposited either in cash through e-payment gateway available in IREPS portal or submitted as Bank Guarantee bond from a scheduled commercial bank of India. 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.

(1.1) In case, submission of Bid Security in the form of Bank Guarantee, following shall be ensured:



- i. A scanned copy of the Bank Guarantee shall be uploaded on e-Procurement Portal (IREPS) while applying to the tender.
- ii. The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document within 5 working days before closing date for submission of bids.
- iii. Non submission of scanned copy of Bank Guarantee with the bid on e-tendering portal (IREPS) and/or non submission of original Bank Guarantee within the specified period shall lead to summary rejection of bid.
- iv. The Tender Security shall remain valid for a period of 90 days beyond the validity period for the Tender.
- v. The details of the BG, physically submitted should match with the details available in the scanned copy and the data entered during bid submission time, failing which the bid will be rejected
- vi. The Bank Guarantee shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification “Bid for the ***** Project” and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of the envelope.
- vii. The envelope shall be addressed to the Office of Sr.DSTE/PGT

viii. If the envelope is not sealed and marked as instructed above, the Railway assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

2. Filling of E-Tenders:

- a) Tenders should be duly filled in (on the assigned space), duly signed with the digital signature and submitted online. All mandatory fields marked (*) have to be filled by the tenderers.
- b) Tenderers must fill-up the techno-commercial offer form (consisting of eligibility criteria, terms and conditions, performance statement, checklist & special conditions etc.), financial offer form and attach scanned copy of all necessary documents.
- c) Tenderers should show discount in the rate schedule only, instead of any where else in the offer. Discounts not shown at designated place will be summarily ignored for assigning inter-se ranking of offers. Conditional discount will not be considered for adjudging the inter-se position.

3. Compliance to Special Conditions/ Checklist for bidders:

The bidders are advised to complete the “Compliance to special tender condition/Checklist” with each offer specifically stating “yes” or “no” against each special condition/checklist.

4. Bid Submission:

- 4.1. E-bid along with the relevant documents must be uploaded and digitally signed with the digital signature of the pre-authorized personnel of the tenderer already registered with the IREPS website. Digital signature used must be “Class IIIB with Company Name” obtained from G.O.I. approved Certifying Authority.
- 4.2. Tenderers must look out for NIT for as soon as it is available in IREPS website and upload their offer well in advance without waiting for closing date and time, to avoid last minute hassles in their own computer system or communication line. Railway will not be responsible for non-participation of vendors due to any technical problems on the day of tender closing time.
- 4.3. Only bids received in the Electronic tender box available on the Web Site www.ireps.gov.in will be considered.
- 4.4. The e-procurement system does not permit submission of any offer after the closing date and time of that e-Tender. Hence, there is no scope of any Late/Delayed offers in the online bidding process.

5. Documents to be attached/uploaded along with the E-Bid:

The scanned copies of following documents should be up-loaded along with the e-bid at the time of submission of bid. The mandatory credentials such as experience turn over certificates and any other documents related to Partnership deed/Joint venture/ Consortium/ MOU, duly signed by the notary public, as applicable should be uploaded at the time of submission of bid failing which offer will be summarily rejected. Also the originals shall not be accepted in hand by any of the staff working at Sr.DSTE/PGT office.

6. System of Verification of Tenderer's credentials:

- 6.1. The tenderer shall submit along with the tender document, documents in support of his/their claim to fulfill the eligibility criteria as mentioned in the tender document. Each page of the copy of documents/certificates in support of credentials, submitted by the tenderer, shall be self-

attested/digitally signed by the tenderer or authorized representative of the tendering firm. Self-attestation shall include signature, stamp and date (on each page). Only those documents which are declared explicitly by the tenderer as "documents supporting the claim of qualifying the laid down eligibility criteria", will be considered for evaluating his/their tender.

6.2. The tenderers shall submit a copy of certificate stating that all their statements/documents submitted along with bid are true and factual. Standard format of certificate to be submitted by the bidder is enclosed as Annexure-V. In addition to Annexure V in case of other than company /proprietary firm, Annexure V (A) shall also be submitted by the each member of a partnership firm/ joint venture (JV)/Hindu Undivided family (HUF)/Limited liability partnership (LLP) etc. as the case may be, Non submission of above certificate(s) by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested / digitally signed by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document.

7. Tender Opening:

7.1. Electronic tender boxes will be opened only after stipulated closing date and time of the tender as shown on the IREPS Website.

7.2. E-Tender boxes will be opened by minimum two authorized Railway officials using their secured digital permissions, passwords and digital private keys obtained from GOI approved certifying agencies. The corresponding icon will indicate that the tenders have been opened.

7.3. Bidder shall not be required to be present in the Railway office for any e-Tender opening process. They can obtain totally transparent bid tabulation statement by logging on to the IREPS website after tender opening.

7.4. All the participating Bidder who has submitted valid electronic offers can view their own offer details as well as the tender tabulation statement after tender opening, from any remote location using internet access by visiting the web site www.ireps.gov.in instantly after opening of the virtual tender box, by clicking on the icon.

7.5. Railway does not guarantee opening of the tenders immediately after the Closing date and time due to reasons beyond its control and hence tenders can be opened after the due date and time also. It will however, be ensured that no offers are submitted after tender closing date and time. Bidder cannot submit/ modify any offer or attach any file to it after the closing date and time as stipulated in the tender notice. System does not permit any alteration, modification, deletion of any entry or condition, offered by the tenderer in the e-tender, after closure of the virtual tender box.

7.6. Railway administration or any officer authorized on behalf of the administration does not bind himself to accept the lowest or any other offer and reserves the right to cancel, reduce or divide the contract on more than one source without assigning any reason for such action.

(Volume I)
SOUTHERN RAILWAY
REGULATIONS FOR TENDERS AND CONTRACTS FOR THE GUIDANCE OF
ENGINEERS & CONTRACTORS FOR WORKS CONTRACTS

1. MEANING OF TERMS

1.1 Interpretation: These Regulations for Tenders and Contracts shall be read in conjunction with the Standard General Conditions of Contract which are referred to herein and shall be subject to modifications additions or suppression by special conditions of contract and/or special specifications, if any, annexed to the Tender Forms.

1.2 Definition: In these Regulations for Tenders and Contracts 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 matters, which these presents are concerned on his behalf.
- (b) "General Manager" shall mean the office in administrative charge of the whole of Southern Railway and shall mean and include the General Manager of the Successor Railway including Construction.
- (c) "Chief Engineer" shall mean the officer-in-charge of the Signal and Telecommunication Department of Southern Railway and shall mean and include the Engineer-in-Chief and Chief Engineer (Construction/ Projects/ Planning & Projects).
- (d) "Divisional Railway Manager" shall mean the Officer in charge of a Division of the Zonal Railway and shall mean and include the 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 / the 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 personal 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 schedules 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) "Schedule of Rates of the Railway" shall mean the Schedule of Rates issued under the authority of the Chief Engineer from time to time.
- (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 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.

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

CREDENTIALS OF CONTRACTORS

2. Application for Registration and Approved list of contractors:

2.1 Works of construction and of supply of material shall be entrusted for execution to contractors whose capabilities and financial status have been investigated and approved to the satisfaction of the Railway. A list of approved contractors may also be maintained by the Railway. The said list be revised periodically once in a year or so by giving wide publicity through advertisements etc. For registration, the contractor including a contractor who is already on the approved list shall apply to the concerned General Manager (Construction) / Chief Administrative Officer (Construction) / Principal Chief Engineer / Principal Chief Signal & Telecommunication Engineer / Principal Chief Mechanical Engineer / Principal Chief Electrical Engineer/ Divisional Railway Manager, furnishing particulars regarding:

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

2.2 An applicant shall clearly state the categories of works and the area/zone/division(s)/district(s) in which he desires registration in the list of approved contractors.

2.3 The selection of contractors for enlistment in the approved list would be done by a committee for different value of slabs as notified by Railway.

2.4 An annual fee as prescribed by the Railway from time to time would be charged from such approved contractors to cover the cost of sending notices to them and clerkage for tenders etc. Notices shall be sent to them on registered e-mail address and registered postal address.

TENDERS FOR WORKS

3. **Tender Form:** Tender Forms shall embody the contents of the contract documents either directly or by reference and shall be as per specimen form, Annexure-I. e-Tender Forms shall be issued free of cost to all tenderers.
4. **Omissions & Discrepancies:** Should a tenderer find discrepancies in or omissions from the drawings or any of the Tender Forms or should he be in doubt as to their meaning, he should at once notify the authority inviting tenders. The tender inviting authority may, if deemed necessary, clarify the same to all tenderers. It shall be understood that every endeavor has been made to avoid any error which can materially affect the basis of tender and successful tenderer shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.

5. Bid Security: (Para 5 of GCC 2022)

- (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:

For all works	2% of the estimated cost of the work
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Note:

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

- i) A scanned copy of the Bank Guarantee shall be uploaded on e-Procurement Portal (IREPS) while applying to the tender.
- ii) The original Bank Guarantee should be delivered in person to Office Superintendent/Tender Section, Sr.DSTE/Office/Palakkad before closing date for submission of bids (ie, excluding the last date of submission of bids).
- iii) Non submission of scanned copy of Bank Guarantee with the bid on e-tendering portal (IREPS) and/or non-submission of original Bank Guarantee within the specified period shall lead to summary rejection of bid.

iv. The Tender Security shall remain valid for a period of 90 days beyond the validity period for the Tender.

v. The details of the BG, physically submitted should match with the details available in the scanned copy and the data entered during bid submission time, failing which the bid will be rejected

vi. The Bank Guarantee shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification “Bid for the ***** Project” and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of the envelope.

vii. The envelope shall be addressed to Office of Sr.DSTE/S&T, DRM’s Complex, Southern Railway, Palakkad

viii. If the envelope is not sealed and marked as instructed above, the Railway assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

6. Care in Submission of Tenders.

- (a) (i) Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all inclusive to accord with the provisions in Clause-37 of the Standard General Conditions of Contract for the completion of works to the entire satisfaction of the Engineer.
- (a)(ii) Tenderers will examine the various provisions of The Central Goods and Services Tax Act, 2017(CGST)/ Integrated Goods and Services Tax Act, 2017(IGST) / Union Territory Goods and Services Tax Act, 2017(UTGST)/ respective state's State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt& as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.
- (a)(iii) The successful tenderer who is liable to be registered under CGST/IGST/ UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to railway immediately after the award of contract, without which no payment shall be released to the contractor. The contractor shall be responsible for deposition of applicable GST to the concerned authority.
- (a)(iv) In case the successful tenderer is not liable to be registered under CGST/IGST/ UTGST/SGST Act, the railway shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.
- (b) When work is tendered for by a firm or company of contractors, the tender shall be signed by the individual legally authorized to enter into commitments on their behalf.
- (c) The Railway will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal

advice, the cost of which will be chargeable to the contractor.

- 6.1 A copy of certificate stating that they are not liable to be disqualified and all their statement/documents submitted along with bid are true and factual. Standard format of the certificate to be submitted by the bidder is enclosed as Annexure-V. In addition to Annexure V, in case of other than company/proprietary firm, Annexure V (A) shall also be submitted by the each member of a partnership firm/joint venture (JV)/Hindu Undivided family (HUF)/Limited liability partnership (LLP) etc.. as the case may be. Non submission of a copy of certificate by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify state and submit the supporting documents duly self-attested/digitally signed by which they/he are/is qualifying the Qualifying Criteria mentioned in the Tender Document.

Consideration of Tenders

7. **Right of Railway to Deal with Tenders:** The Railway reserves the right of not to invite tenders for any of Railway work or works or to invite open or limited tenders and when tenders are called to accept a tender in whole or in part or reject any tender or all tenders without assigning reasons for any such action. In case if tender is accepted in part by Railway administration, Letter of Acceptance shall be issued as counter offer to the Tenderer, which shall be subject to acceptance by the Tenderer.
- 7A. Two packet system of tendering: With a view to assess the tenders technically without being influenced by the financial bids, 'Two Packets System of tendering' shall be adopted wherein tender documents provide for the same.
- 7B.**Pre Bid Conference:** Intenders having advertised value more than Rs.50 Crore or as mentioned in the tender document, Railway shall conduct Pre Bid Conference(s) with the prospective bidders.
- 7C.**Make in India Policy:** Provision of Make in India Policy 2017 issued by Govt. Of India, as amended from time to time, shall be followed for consideration of tenders.
- 7D.**Permission to Bid for a bidder from a country which shares Land boundary with India:** Any bidder from the countries sharing a land border with India will be eligible to bid in any procurement of works (including turnkey projects) only if the bidder is registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT), Government of India. For interpretation of this para, Department of Expenditure, Ministry of Finance, Government of India letter F.No.6/18/2019-PPD dated 23/07/2020 shall be referred.
- 7E.**Clarification of Bids:** To assist in the examination, evaluation & comparison and prequalification of the Tender, the Railway may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Railway shall not be entertained or considered. The Railway request for clarification and the response of the bidder in this regard shall be in writing.
- However, if a Bidder does not provide clarification of its bid by the date and time communicated in the Railway request for clarification, the bid shall be evaluated as per the documents submitted along with the bid.
8. **Execution of Contract Document:** The Tenderer whose tender is accepted shall be required to appear in person at the office of General Manager/General Manager (Construction), Chief Administrative Officer (Construction), Divisional Railway Manager or concerned Engineer, as the case may be, or if tenderer is a firm or corporation, a duly authorized representative shall appear (there would be no need for appear in person if agreement is signed digitally) and execute the contract agreement within seven days of notice from Railways that the Con-

tract Agreement is ready. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender. The Contract Agreement shall be entered into by Railway only after submission of valid Performance Guarantee by the Contractor. In such cases the Railway may determine that such tenderer has abandoned the contract and there upon his tender and acceptance thereof shall be treated as cancelled and the Railway shall be entitled to forfeit the full amount of the Bid Security and other dues payable to the Contractor under this contract. The failed Contractor shall be debarred from participating in the re-tender for that work.

- 9. Form of Contract Document:** Every contract shall be complete in respect of the document it shall so constitute. Not less than 2 copies of the contract document shall be signed by the competent authority and the Contractor and one copy given to the Contractor (there would be no need of signing two copies if agreement is signed digitally).
- (a) For Zone Contracts, awarded on the basis of the percentage above or below the applicable Chapter (s) of Standard Schedule of Rates (SSOR) for the whole or part of financial year, the contract agreement required to be executed by the tenderer whose tender is accepted shall be as per specimen form, Annexure-II. During the currency of the Zone Contract, work orders as per specimen form Annexures-III, for works not exceeding ₹ 5,00,000 each, shall be issued by the Divisional Railway Manager / Executive Engineer under the agreement for Zone Contract.
- (b) For contracts for specific works, the contract document required to be executed by the tenderer whose tender is accepted shall be an agreement as per specimen form Annexure-IV.

CONTRACT DOCUMENTS

1. The Tenderer whose tender is accepted shall be required to appear in person at the Office of the Sr.DSTE/ Southern Railway, Palakkad in person, or if a firm or corporation, a duly authorised representative shall appear (there would be no need for appear in person if agreement is signed digitally) and execute the contract agreement within seven days of notice from Railways that the Contract Agreement is ready. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender. The Contract Agreement shall be entered into by Railway only after submission of valid Performance Guarantee by the Contractor. In such cases the Railway may determine that such tenderer has abandoned the contract and there upon his tender and acceptance thereof shall be treated as cancelled and the Railway shall be entitled to forfeit the full amount of the Bid Security and other dues payable to the Contractor under this contract. The failed Contractor shall be debarred from participating in the re-tender for that work.
2. 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 liquidated damages for such default.
3. If any item is excluded by the Tenderer while submitting his tender, the Sr.DSTE, Southern Railway, Palakkad may reject the tender.

CHAPTER – I

INSTRUCTIONS TO TENDERERS AND CONDITIONS OF TENDERING

Sr.Divisional Signal and Telecommunication Engineer, Southern Railway, Palakkad, invites open e-tenders for the work as mentioned below.

Name of work: Augmentation of Block Working Arrangements by Provision of Solid State Block Instruments in lieu of Existing FM Block Instruments in POY–CNV and VNB–NIL Single Line Block Sections of Palakkad Division, along with Associated EI Alterations and Other Signalling Works at POY and CNV Stations

SCOPE OF WORK :

The scope of this work is to reduce the failure of Block instrument and thereby improve reliability and maintain punctual train operations in the vulnerable single line section POY-CNV and VNB-NIL. The work includes necessary platform cutting, cable laying and concreting, also trenching, cabling and refilling along with terminations wherever necessary. The communication cables viz. quad cable/ OFC laying, jointing are also covered in the scope of this work for installation, testing and commissioning of this new failure safe microprocessor based system, which completely eliminates the electro-mechanical Block instrument and thereby eliminating associated signalling failures. Necessary alterations to the Electronic Interlocking (EI) system at Pollachi (POY) and Kinattukkadavu (CNV) to facilitate replacement of the existing Block Instruments with the SSBPAC system are also included in this work.

Submission of 'Undertaking by the tenderer' along with offer that "Alteration to Software, wiring, Testing & Commissioning of existing Electronic Interlocking equipment and other associated works at Pollachi (POY) station & Kinnathukadavu (CNV) station with OEM M/s. Westrace. Non submission of above by the bidder shall result in summarily rejection of his/their bid

Submission of Undertaking by the tenderer along with the offer that SSBPAC shall be procured from RDSO approved sources and installation, testing and commissioning of the same shall also be got done from the same source including after sales support required during warranty period. Non submission of above by the bidder shall result in summarily rejection of his/their bid.

Before awarding of LOA, MOU with RDSO approved source /OEM ie M/s. Westrace covering alteration to Software, wiring, Testing & Commissioning of existing Electronic Interlocking equipment and other associated works at Pollachi(POY) station and Kinattukkadavu (CNV) station in connection with the above work including after sales support required during the warranty to be submitted by the tenderer.

In the MoU, original equipment manufacturer shall:

- i) Offer technical support for supply, installation and commissioning of the equipment
- ii) Undertake certification of Factory Acceptance Test.
- iii) Undertake verification and certification of pre-commissioning checklist as per RDSO guidelines.
- iv) Sign on the Application for Technical System approval by RDSO where ever applicable to ensure that the installation is as per the RDSO stipulations.

- v) Impart training to Railway officials at their factory premises and at site.
- vi) Offer Warranty for equipment as per the condition laid in the tender document and RDSO specification for a period of one year from the date of commissioning.
- vii) Guarantee to supply spares for a minimum period of 7 years after the expiry of the warranty period.
- viii) Support Railways for entering into AMC /ARC if any on later date after the expiry of warranty period.

3. SUBMISSION OF OFFERS.

3.1 Railway does not guarantee opening of the tenders immediately after the Closing date and time due to reasons beyond its control and hence tenders can be opened after the due date and time also. It will however, be ensured that no offers are submitted after tender closing date and time. Bidder cannot submit/ modify any offer or attach any file to it after the closing date and time as stipulated in the tender notice. System does not permit any alteration, modification, deletion of any entry or condition, offered by the tenderer in the e-tender, after closure of the virtual tender box. The e-procurement system does not permit submission of any offer after the closing date and time of that e-Tender. Hence, there is no scope of any Late/Delayed offers in the online bidding process.

3.2 In case the date of opening happens to be a holiday the tender will be opened at the same time on the next working day.

3.3 Tender Committee may at their discretion call for the originals of the credentials for verification from the tenderer or any clarifications/ confirmations on the contents of the documents submitted.

3.4 In case the Certificates/Documents produced are proved to be false/ fabricated, the entire earnest money is liable to be forfeited in addition to banning their business with the organization for a specified period of not less than six months at the discretion of the Administration.

4 ATTESTATION OF ALTERATION: - No scribbling is permissible in the tender documents. Tender containing erasures and alterations in the tender documents are liable to be rejected. Any correction made by the tenderer in his entries must be self - attested.

5. No tender will be considered which is not submitted on the prescribed form included in the tender document viz. with TENDER FORM schedule in sheets attached duly filled in and signed. Tenders should be duly filled in (on the assigned space), duly signed with the digital signature and submitted online. All mandatory fields marked (*) have to be filled by the tenderers. Tenderers must fill-in the techno-commercial offer form (consisting of eligibility criteria, terms and conditions, performance statement, checklist & special conditions etc.), financial offer form and attach scanned copy of all necessary documents.

INSTRUCTION TO TENDERERS AND CONDITIONS OF TENDERING

1. The Tenderer/ Tenderer(s) shall quote his/their rates as a percentage above or below the Standard Schedule of Rates (SOR) of Southern Railway as applicable to PGT 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 proximate 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.

2. Tenders containing erasures and/or alterations of the tender documents are liable to be rejected. Any corrections made by the Tenderer/ Tenderers in his/their entries must be attested by him/them.

3. Railway does not guarantee opening of the tenders immediately after the closing date and time due to reasons beyond its control and hence tenders can be opened after the due date and time also. It will however, be ensured that no offers are submitted after tender closing date and time. Bidder cannot submit/ modify any offer or attach any file to it after the closing date and time as stipulated in the tender notice. System does not permit any alteration, modification, deletion of any entry or condition, offered by the tenderer in the e-tender, after closure of the virtual tender box.

4. The works are required to be completed within the time period stipulated in the special conditions of contract. The work is deemed to commence from the date of issue of letter of acceptance. The work other than earthwork will have to be maintained for the period as mentioned in the special conditions of contract after the completion of the work.

5. Bid Security:

(a) Subject to exemptions provided under para 5(1) (a) of Part-1 (ITT) of Standard General Conditions of Contract April 2022 or latest with amendments, the tender must be accompanied by a Bid Security as mentioned in tender documents, failing which the tender shall be summarily rejected.

(b) The Tenderer(s) shall keep the offer open for a minimum period of 60 days (in case of two packet system of tendering 90 days) from the date of closing of the Tender. It is understood that the tender documents have been issued to the Tenderer(s) and the Tenderer(s), is / are permitted to tender in consideration of the stipulation on his / their part that after submitting his / their tender subject to the period being extended further, if required by mutual agreement from time to time, he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to Southern 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.

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

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

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

9. The Bid Security for the due performance of the stipulation to keep the offer open till the date specified in the tender will be refunded to the unsuccessful Tenderer/Tenderers within a reasonable time. The Bid Security deposited by the Successful Tenderer/ Tenderers will be retained towards the security deposit for the due and faithful fulfillment of the contract but shall be forfeited if the Contractor fails/ Contractors fail to execute the Agreement or start the work within reasonable time (to be determined by the Engineer-in charge) after notification of the acceptance of his/their tender.

10. The Tenderer is/ Tenderers are required to produce along with his/their tender unauthorized copy of the Income-Tax Clearance Certificate or a sworn affidavit duly countersigned by the Income-tax Officer to the effect that he has/they have no taxable income. Documents testifying to the Tenderer/Tenderer's previous experience and financial status should be produced when desired by the Sr.Divisional signal & telecommunication Engineer, Southern Railway, Palakkad.

11.Non compliance with any of the conditions set forth hereinabove is liable to result in the tender being rejected.

12. The authority for the acceptance of the tender will rest with the Sr.Divisional signal & telecommunication Engineer, Southern Railway, Palakkad 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.

13. The successful Tenderer/Tenderers shall be required to execute an agreement with the President of India acting through Sr.Divisional signal & telecommunication Engineer, Southern Railway, Palakkad the Southern Railway for carrying out the work according to the General and Special Conditions of Contract and Specifications for Works and Materials 1969 of the Railway including the corrections slips from time-to time.

14. The tenderer shall keep the offer open for a minimum period stipulated in the tender from the date of opening of the tender within which period the Tenderer cannot withdraw his offer, subject to the period being extended further if required, by mutual agreement from time-to-time. Any

contravention of the above condition will make the Tenderer liable for forfeiture of his initial security.

15. The Administration does not agree to pay any GST/Taxes in addition to the price quoted.

16. SECURITY DEPOSIT:

16.(1) 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.

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

- a) Final Payment of the Contract as per clause 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.

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

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

17. PERFORMANCE GUARANTEE (Para 16 of GCC)

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 up to 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 if Date of Completion, the selected bidder needs to submit extended Insurance Surety Bond/Fresh Insurance Surety Bond/fresh Performance Security, in any form as given below, 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 up to 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 (notwithstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:

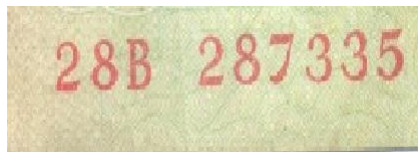
(i) Failure by the Contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.

(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.

Clause 16 (4) (h) :- If a tender is accepted on the quoted rates of the bidder which is below the advertised tender value, an additional performance security shall be submitted by the bidder as below:

Bid quoted in % advertised cost	Additional performance Guarantee
Below 0-5% (inclusive)	Nil
Below 5%	5%



Southern Railway TENDER FORM (First Sheet)Tender Notice No: **J-SG-OT-12-2026-662346**

Name of work: Augmentation of Block Working Arrangements by Provision of Solid State Block Instruments in lieu of Existing FM Block Instruments in POY–CNV and VNB–NIL Single Line Block Sections of Palakkad Division, along with Associated EI Alterations and Other Signalling Works at POY and CNV Stations

The President of India, Acting through the Sr.Divisional Signal and Telecommunication Engineer, Southern Railway, Palakkad, Southern Railway, Palakkad

Dear sir,

I/We -----have read the various conditions to tender attached hereto and agree to abide by the said conditions. I/We also agree to keep this offer open for acceptance for a period of ----- days from the date fixed for closing of the tender and in default thereof, I/We will be liable for forfeiture of my/our “Bid Security”. I/We offer to do the work for PGT division of Southern Railway, at the rates quoted in the attached bill(s) of quantities and hereby bind myself/ourselves to complete the work in all respects within ----- Months from the date of issue of letter of acceptance of the tender.

2. I/We also hereby agree to abide by the Indian Railways Standard General Conditions Of Contract, with all correction slips up-to-date and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by Railway in the annexed Special Conditions/Specifications, Standard Schedule of Rates (SSOR) with all correction slips up-to-date for the present contract.
3. A Bid Security of Rs ----- has already been deposited online / submitted as Bank Guarantee 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 isvalid up to (Copy enclosed) and hence exempted from submission of Bid Security.
5. We are a Labour Cooperative Society and our Registration No. is withand hence required to deposit only 50% of Bid Security.
6. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.

Signature of The Tenderer.

Address with Phone No. And Date

Signature of the Witness.

- 1.
- 2.

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 up to 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 up to 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 as per 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 fulfilment of the contract in terms of Clause 16 of the Standard General Conditions of Contract;

(ii) the Bid Security mentioned in sub para(a) above submitted as Bank guarantee bond, will be encashed as part security for the due and faithful fulfilment of the contract in terms of Clause 16 of the Standard General Conditions of Contract.

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 tenderer 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.

10.0 Eligibility Criteria:

10.1 Technical Eligibility Criteria:

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

- (1) Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, or

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

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

(a) (i) In case of tenders for composite works (e.g. works involving more than one distinct component, such as Civil Engineering works, S&T works, Electrical works, OHE works etc. and in the case of major bridges – substructure, superstructure etc.), tenderer must have successfully completed or substantially completed any 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 a (1): Separate completed works of minimum required values shall also be considered for fulfillment of technical eligibility criteria for different components.

(a)(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.

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

The 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.

(b) Similar nature of work- Any signalling interlocking works involving EI or RRI or PI or IBS or IBH or LC gate or yard modification or UFSBI or track circuit (AFTC or DC TC) or Axle counter (SSDAC or MSDAC or HASSDAC) or Automatic signalling.

(c) Submission of 'Undertaking by the tenderer' along with offer that "Alteration to Software, wiring, Testing & Commissioning of existing Electronic Interlocking equipment and other associated works at Pollachi (POY) station & Kinnathukadavu (CNV) station with OEM M/s. Westrace. Non submission of above by the bidder shall result in summarily rejection of his/their bid

(d) Submission of Undertaking by the tenderer along with the offer that SSBPAC shall be procured from RDSO approved sources and installation, testing and commissioning of the same shall also be got done from the same source including after sales support required during warranty period. Non submission of above by the bidder shall result in summarily rejection of his/their bid

The appropriate level of satisfactory performance certificate shall be obtained from Indian Railways /Govt./PSUs/Quasi Govt. is from JA grade officer in Indian Railways or equivalent.

a. Before awarding of LOA, MOU with RDSO approved source /OEM ie M/s. Westrace covering alteration to Software, wiring, Testing & Commissioning of existing Electronic Interlocking equipment and other associated works at Pollachi(POY) station and Kinattukkadavu (CNV) station in connection with the above work including after sales support required during the warranty to be submitted by the tenderer.

b. In the MoU, original equipment manufacturer shall:

i) Offer technical support for supply, installation and commissioning of the equipment.

(ii) Undertake certification of Factory Acceptance Test.

(iii) Undertake verification and certification of pre-commissioning checklist as per RDSO guidelines.

(iv) Sign on the Application for Technical System approval by RDSO wherever applicable to ensure that the installation is as per the RDSO stipulations.

v) Impart training to Railway officials at their factory premises and at site.

(vi) Offer Warranty for equipment as per the condition laid in the tender document and RDSO specification for a period of one year from the date of commissioning.

(vii) Guarantee to supply spares for a minimum period of 7 years after the expiry of the warranty period.

(viii) Support Railways for entering into AMC/ARC if any on later date after the expiry of warranty period

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 the 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: For tenders having advertised value more than Rs.10 crore wherein eligibility criteria include Bid capacity also, the tenderer will be qualified only if it is available bid capacity is equal to or more than the total bid value of the present tender.

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.

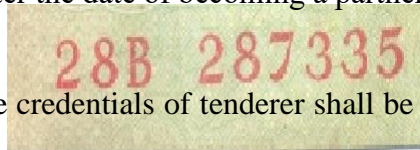
10. Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., In a partnership firm of A&B partners, A or B partner cannot use credentials of partnership firm of A&B partners in any other partnership firm or propriety firm without 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) Certificates which may be an attested Certificate from the client, Audited Balance Sheet duly certified by the Chartered Accountant etc regarding contractual payments received in the past.

(iii) The list of personnel / organization on hand and proposed to be engaged for the tendered work. Similarly list of Plant & Machinery available on hand and proposed to be inducted and hired for the tendered work.

(iv) A copy of certificate stating that they are not liable to be disqualified and all their statement/documents submitted along with bid are true and factual. Standard format of the certificate to be submitted by the bidder is enclosed as Annexure-V. In addition to Annexure V, in case of other than company/proprietary firm, Annexure V (A) shall also be submitted by the each

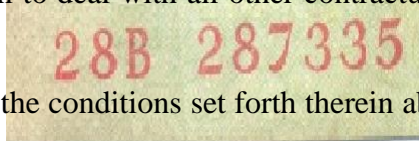
member of a partnership firm/joint venture (JV)/Hindu Undivided family (HUF)/Limited liability partnership (LLP) etc.. as the case may be. Non submission of a copy of certificate by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify state and submit the supporting documents duly self-attested/digitally signed by which they/he are/is qualifying the Qualifying Criteria mentioned in the Tender Document.

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

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

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.



12. Non compliance with any of the conditions set forth therein above s 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 up to 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) as per GCC April 2022.

(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 documents in terms of Para 10 of the Tender Form (Second Sheet) as per GCC April 2022.

(c) Partnership Firm:

(i) All documents as mentioned in para 18 of the Tender Form (Second Sheet) as per GCC April 2022.

(d) Joint Venture (JV):

All documents as mentioned in para 17 of the Tender Form (Second Sheet) as per GCC April 2022.

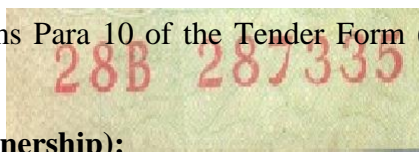
(e) Company registered under Companies Act 2013:

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

(ii) A copy of Certificate of Incorporation

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

(iv) All other documents in terms of Para 10 of the Tender Form (Second Sheet) as per GCC April 2022.



(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) as per GCC April 2022.

(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) as per GCC April 2022.

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

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

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

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

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

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 gazette 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 gazette 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 18.a), b), c) above has not been furnished, contract is liable to be dealt in accordance with provision of clause 62 of Standard General Condition of contract

17.0 JOINT VENTURE (JV) IN WORKS TENDERS

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 up to three members and not less than 10% each in case of JV with more than three members. In case of JV with foreign member(s), the Lead Member has to be an Indian firm/company with a minimum share of 51%.

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

17.4 The tender form shall be purchased and submitted only in the name of the JV and not in the name of any constituent member. The tender form can however be submitted by JV or any of its constituent member or any person authorized by JV through Power of Attorney to submit tender.

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

(i) Cash through e-payment gateway or as mentioned in tender document, or

(ii) Bank Guarantee bond either in the name of JV, or in the name of all members of JV as per MOU irrespective of their share in the JV if the JV has not been constituted legally till the date of submission of tender.

17.6 A copy of Memorandum of Understanding (MoU) duly executed by the JV members on a stamp paper, shall be submitted by the JV along with the tender. The complete details of the mem-

bers of the JV, their share and responsibility in the JV etc. particularly with reference to financial, technical and other obligations shall be furnished in the MoU.

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

17.8 Approval for change of constitution of JV shall be at the sole discretion of the Railway. The constitution of the JV shall not normally be allowed to be modified after submission of the bid by the JV, except when modification becomes inevitable due to succession laws etc., provided further that there is no change in qualification of minimum eligibility criteria by JV after change of composition. However, the Lead Member shall continue to be the Lead Member of the JV. Failure to observe this requirement would render the offer invalid.

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

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

17.11 On issue of LOA (Letter of Acceptance), the JV entity to whom the work has been awarded, with the same shareholding pattern as was declared in the MOU/JV Agreement submitted along with the tender, shall be got registered before the Registrar of the Companies under 'The Companies Act - 2013' (in case JV entity is to be registered as Company) or before the Registrar/Sub-Registrar under the 'The Indian Partnership Act, 1932' (in case JV entity is to be registered as Partnership Firm) or under 'The LLP Act 2008' (in case JV entity is to be registered as LLP). A separate PAN shall be obtained for this entity. The documents pertaining to this entity including its PAN shall be furnished to the Railways before signing the contract agreement for the work. In case the tenderer fails to observe/comply with this stipulation within 60 days of issue of LOA, contract is liable to be terminated. In case contract is terminated railway shall be entitled to forfeit the full amount of the Bid Security and other dues payable to the Contractor under this contract. The entity so registered, in the registered documents, shall have, inter-alia, following Clauses:

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

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

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

17.12 Authorized Member - Joint Venture members in the JV MoU shall authorize Lead member on behalf of the Joint Venture to deal with the contract, sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint measurement of work done, to sign measurement books and similar such action in respect of the said tender/contract. All notices/correspondences with respect to the contract would be sent only to this authorized member of the JV.

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

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

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

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

(ii) A copy of consent of all the partners or individual authorized by partnership firm, to enter into the Joint Venture Agreement on a stamp paper,

(iii) A notarized or registered copy of Power of Attorney in favour of the individual to sign the MOU/JV Agreement on behalf of the partnership firm and create liability against the firm.

(iv) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the bid ineligible or the contract shall be determined under Clause 62 of the Standard General Conditions of Contract.

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

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

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

(i) A copy of resolutions of the Directors of the Company, permitting the company to enter in to a JV agreement,

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

(iii) A copy of Certificate of Incorporation

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

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

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

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

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

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

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

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

17.15.1 Technical Eligibility Criteria ('a' or 'b' mentioned hereunder):

(a) For Works without composite components

The technical eligibility for the work as per para 10.1 above, shall be satisfied by either the 'JV in its own name & style' or 'Lead member of the JV'. Each other (non-lead) member(s) of JV, who is/ are not satisfying the technical eligibility for the work as per para 10.1 above, shall have technical capacity of minimum 10% of the cost of work i.e., each non-lead member of JV member must have satisfactorily completed or substantially completed during the last 07 (seven) years, ending last day of month previous to the one in which tender is invited, one similar single work for a minimum of 10% of advertised value of the tender.

(b) For works with composite components

The technical eligibility for major component of work as per para 10.1 above, shall be satisfied by either the 'JV in its own name & style' or 'Lead member of the JV' and technical eligibility for other component(s) of work as per para 10.1 above, shall be satisfied by either the 'JV in its own name & style' or 'any member of the JV'. Each other (non-lead)member(s) of JV, who is/ are not satisfying the technical eligibility for any component of the work as per para 10.1 (GCC), shall have technical capacity of minimum 10% of the cost of any component of work mentioned in technical

eligibility criteria. i.e., each other (non lead) member of must have satisfactorily completed or substantially completed during the last 07(seven) years, ending last day of month previous to the one in which tender is invited, one similar single work for a minimum of 10% of cost of any component of work mentioned in technical eligibility criteria.

Note for Para 17.15.1:

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

18.0 LOCAL CONDITIONS:

18.1 Need of tenderer's careful study of conditions & site conditions: The intending tenderer is advised to study tender papers, concerned specifications and other instructions carefully. The tenderer shall inspect the proposed site of work and acquaint himself with the site conditions, working hours, layout of land, trees and shrubs that he will have to cut, type of strata likely to be met while excavation, stacking space for materials, approach roads, pathways available etc. and all relevant items connected with execution for the work. No claim shall be entertained for the contractors making his own arrangements for approach roads from outside Railway Land and contractors will bear entire expenses such as road taxes, payment for right of way, etc. to outsiders and for constructions of approach roads, etc. The submission of tender shall be deemed to have been done after careful study and examination of the tender papers with full understanding of the implication thereof, unless otherwise, specifically commented upon by the tenderer in his quotation. Failure to adhere to any one or all these instructions may render his offer liable to be ignored without any reference.

18.2 No request for the change of price or time schedule of delivery of stores shall be entertained after the offer is accepted by the Railways on account of any local condition or factor.

18.3 In the event of the tenderer desiring to have an independent field survey before furnishing his quotations, he may apply to Railways for permission in this regard. Such permission will be given in writing by the Railways but the expenses in this regard will be borne by the tenderer completely.

18.4 Should a tenderer find discrepancies in, or omission from the drawing or any of the Tender papers or he has any doubt to their meaning, he should at once notify the Railway who may send a written clarification to all tenderers.

19.0 TENDERERS TO ADVISE STRENGTH OF STAFF:

19.1 Tenderer should advise the number of Engineers, Supervisors and Cable Jointers/Artisans employed by him or going to be employed with their names, qualifications, bio-data and experience in this particular trade under consideration along with the Tender.

19.2 Irrevocable letters of commitment of the said supervisors and key technicians/ artisans for doing the works shall be furnished along with tender papers, if they are not already in employment of the tenderer.

20.0 VALIDITY OF OFFER:

The tenderer shall keep the offer open for a minimum period of 60 days from the date of opening of tender. Within that period, the tenderer cannot withdraw his offer subject to the period being

extended further if required by mutual agreement from time to time. Any contravention of the above condition will make the tenderer liable for forfeiture of his Earnest Money Deposit.

21.0 UNIT PRICES:

21.1 The unit prices quoted by the Contractor should be inclusive of all Taxes, viz. Octroi and levies imposed by the Central and State Governments and taken into consideration of all relevant factors unless otherwise authorised by the concerned State Government Sales Tax Authorities.

21.2 The description of items are given as a guide and the quantities given are approximate only and are subject to variation according to the needs of the Railways. The Railways accept no responsibility for their accuracy. The Railways do not guarantee work under each item of schedule.

21.3 The unit prices offered against the various items will include besides Labour the following elements of cost:

21.3.1 Cost of all materials required for laying the cables, casting of foundations, erection of Signals, Apparatus cases, Junction Boxes, Installation of track circuits and Point machines including their transport to site and all other incidentals connected therewith excluding the materials supplied by the Railways.

21.3.2 Cost of transportation of materials including loading, unloading, handling charges, etc. supplied by the Railways from place of delivery to the site of work.

21.3.3 Collection of balance cables, materials left over after the work, if any and materials released and handing over to the Railway Engineers at specified location.

21.3.4 All other miscellaneous expenses necessary for the execution of the work and fulfillment of the contractual obligations.

21.4 The contractor shall be responsible for undertaking repairs if any, to crates, cable drums packing cases, etc. for safe transport of materials from Railway's specified depot to the site of work. The contractor should also undertake necessary repairs to crates, drums etc. in respect of unused materials required to be returned to the purchaser. No extra payment will be made on this account.

21.5 Materials to be supplied by the tenderer and by Railways are indicated separately. However, any particular item of material not included either in the Contractor's list or in the Railway's list, but still required to complete the works; the tenderer shall include such items of materials in his tender and quote for the same.

22. RATES DURING NEGOTIATION:

The tenderer shall not increase his quoted rates in case the Railway Administration negotiates for reduction of rates. Such a negotiation shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted will be binding on the tenderer.

23. NON TRANSFERABILITY AND NON REFUNDABILITY:

The tender documents are not transferable. The cost of tender paper is not refundable

24. ERRORS OMISSIONS & DISCREPANCIES:

The Contractor(s) shall not take any advantage of any misinterpretation of the conditions due to typing or any other error and if in doubt, shall bring it to the notice of the Engineer, without delay.

In case of any contradictions, only the printed rules and books should be followed and no claim for the misinterpretation shall be entertained.

25. WRONG INFORMATION BY THE TENDERER:

If the tenderer deliberately gives wrong information in his tender and creates circumstances for the acceptance of his tender, the Railway reserves the right to reject such tender at any stage.

26. AUTHORITY FOR ACCEPTANCE:

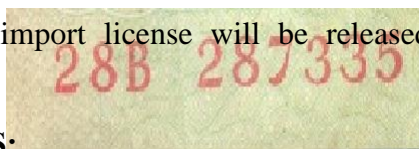
The authority for the acceptance of the tender will rest with the competent authority of the Southern Railway on behalf of President of India. It shall not be obligatory on the said authority to accept the lowest or any tender or to assign any reason for non-acceptance or rejection of a tender. The Railway reserves the right to accept any tender in respect of the whole or any portion of the work specified in the tender paper or to sub-divide the work among different Tenderers or to reduce the work or to accept any tender for less than the tendered quantities without assigning any reason whatsoever. 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.

27. AGREEMENT:

The successful tenderer shall be required to execute an agreement with The President of India acting through the Sr.Divisional signal & telecommunication Engineer, Southern Railway, Palakkad or his accredited officer for carrying out the work according to the General Conditions of the Contract and specifications of contract including the correction slips issued from time to time.

28. FOREIGN EXCHANGE:

No foreign exchange and/ or import license will be released/ provided to the contractor in connection with this contract.



29. TENDERERS'S ADDRESS:

Tenderer shall state in the tender his postal address fully and clearly. Any communication sent to the tenderers by post at his said address, shall be deemed to have reached the tenderer duly & timely, notwithstanding the fact that the communication could not reach the tenderer at all or in time for whatever reason. Important documents shall be sent by Registered post. The tenderers shall go through the instructions contained in the "Regulation for tenders and contracts and conditions of Tender" before submitting their offers. All the relevant blank spaces in the booklet must be suitably filled in and returned with the tender documents duly signed by the tenderers.

30. COMPLETION PERIOD OF WORK: 12 months

31. PAYMENT

31.1 The Contractor shall be entitled to be paid from time to time by way of 'On Account' payment as per clause 46(i) of General Conditions of Contract (The Contractor shall be entitled to be paid from time to time by way of "On-Account" payment only for such works as in the opinion of the Engineer he has executed in terms of the contract. All payments due on the Engineer's or the Engineer's Representative's certificates of measurements or Engineer's certified "contractor's authorized Engineer's measurements" shall be subject to any deductions which may be made under these presents and shall further be subject to, unless otherwise required by Clause 16 of these Conditions, a retention of ten percent by way of Security Deposits, until the amount of Security Deposit by way of retained earnest money and such retentions shall amount to 5% of the total value of the contract provided always that the Engineer may by any certificate make any correction or modification in any previous certificate which shall have been issued by him and that the Engineer may withhold any certificate, if the works or any part thereof are not being carried out to his satisfaction.). The "ON ACCOUNT" Payment shall not exceed 95% of the total on account

payment due to the contractor on the rates indicated in the Schedules. For this purpose, the payment to the contractor at each on account stage shall be restricted to 95% of the amount calculated on the basis of rates indicated in the Schedules.

31.2 Such 'On Account' payments will be made for each item of schedule at each station as per the accepted schedule of rates provided that such works are completed in all respects to the satisfaction of the Engineer except for such items of schedules which involve only supply of materials for which payment shall be made at 90% of the rates of the schedules provided an indemnity bond is executed by the Contractor duly indemnifying the Railways against all damages, costs, charges, expenses, loss and liability, which the Railways may sustain, incur or be put to by reasons or in subsequence directly or indirectly due to the Contractor not fulfilling the portion of the Contract involving the installation, testing and commissioning of the items supplied by the Contractor. The supply of the material will be deemed to have been completed only on physical receipt of the material by the Railways' representative duly inspected by the authorized Inspecting agency as stipulated in clause 19. The balance 5% payment will be released after installation and testing of the equipment.

31.3 On account payment in respect of other than supply items shall not exceed 95% of the total payment due to the Contractor on each On account bill, of the rates indicated in the Schedule of work. For this purpose, the payment to the Contractor at each On account stage shall be restricted to 90% of the amount calculated on the basis of the rates indicated in the Schedule of work. The balance 5% payment shall be made after submission of all 'As-made' documents of the relevant Schedules.

31.4 'On Account' payment in respect of items involving supply and installation, 70% of the accepted rate for the schedule item will be paid on complete supply of the equipment listed in the schedule after due inspection, against production of indemnity bond and other formalities as applicable to other supply items in the schedule. The remaining 25% payment will be released only after successful installation and testing of the equipment.

31.5 Implementation of "Contractor's 'e'- Measurement Book: ('e'-MB) in IRWCMS

(Indian Railway Works Contract Management System) - "For all Contracts costing more than 5 Crore, "Contractor's e-MB" is mandatory.

31.5 FINAL PAYMENT:

On the basis of completion certificate issued by the Engineer for all the works in all the sections covered in this contract, the final bill for the balance payment for each item/sub-item of work shall be submitted by the Contractor along with a clear "NO CLAIM CERTIFICATE". The completion certificate shall be issued by the Engineer only when he has accepted the work wholly after conducting the acceptance tests on each item of work.

32 In the absence of any clause in this Agreement, the general Conditions of contract of Railway administration as applicable to Engineering department will be applicable to this contract above.

33 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.

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

(i) Extension due to Modification: If any modifications have been ordered which in the opinion of the Engineer have materially increased the magnitude of the work, then such extension of the contracted date of completion may be granted as shall appear to the Engineer to be reasonable in the circumstances, provided moreover that the Contractor shall be responsible for requesting such extension of the date as may be considered necessary as soon as the cause thereof shall arise.

(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) as per GCC April 2022, as soon as the cause thereof shall arise and, in any case, not less than 15 days before the expiry of the date fixed for completion of the works. The Engineer shall consider the same and shall grant and communicate such extension of time as in his opinion is reasonable having regard to the nature and period of delay and the type and quantum of work affected thereby. No other compensation shall be payable for works so carried forward to the extended period of time; the same rates, terms and conditions of contract being applicable, as if such extended period of time was originally provided in the original contract itself. The non-submission of request for extension or submission of request within less than 15 days before the expiry of the date fixed for completion of the works, shall make him ineligible for extension under these sub clauses, subject to final decision of Engineer.

33.B. Extension of Time with Liquidated Damages (LD) for delay due to Contractor: The time for the execution of the work or part of the works specified in the contract documents shall be deemed to be the essence of the contract and the works must be completed not later than the date(s) as specified in the contract. If the Contractor fails to complete the works within the time as specified in the contract for the reasons other than the reasons specified in Clause 17 and 17A of GCC April 2022, 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 per GCC) as the Engineer may decide. On such extension the Railway will be entitled without prejudice to any other right and remedy available on that behalf, to recover from the Contractor as agreed damages and not by way of penalty for each week or part of the week, a sum calculated at the rate of Liquidated Damages as decided by Engineer, between 0.05% to 0.30% of contract value of the works for each week or part of the week. For the purpose of this Clause, the contract value of the works shall be taken as value of work as per contract agreement including any supplementary work order/contract agreement issued. Provided also, that the total amount of liquidated damages under this condition shall not exceed 5% of the contract value or of the total value of the item or groups of items of work for which a separate distinct completion period is specified in the contract. Provided further, that if the Railway is not satisfied that the works can be completed by the Contractor and in the event of failure on the part of the contractor to complete the work within further extension of time allowed as aforesaid, the Railway shall be entitled without prejudice to any other right or remedy available in that behalf, to appropriate the contractor's Security Deposit and rescind the contract under Clause 62 of these Conditions, whether or not actual damage is caused by such default.

NOTE:

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

34 Illegal Gratifications:

34.1 (Para 18(1) Part –II of GCC 2022)

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

- i) "Corrupt practice": making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
- ii) "Fraudulent practice": any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or a obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;
- iii) "Anti-competitive practice": any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the procuring entity, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non competitive levels;
- iv) "Coercive practice": any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process or affect the execution of a contract;

- v) "Conflict of interest" (COI): any personal, financial, or business relationship between the bidder and any personnel of the procuring entity who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of the procuring entity directly or indirectly;
- vi) "Undue Advantage": improper use of information obtained by the bidder from the procuring entity with an intent to gain an unfair advantage in the procurement process or for personal gain. This also includes if the bidder (or his allied firm) provided services for the need assessment procurement planning of the tender process in which he is participating;
- vii) "Obstructive practice": materially impede the procuring entity's investigation of a procurement process either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to such investigation or from pursuing the investigation; or by impeding the procuring entity's rights of audit or access to information;

34.2 (Para 18(2) Part –II of GCC 2022)

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

- i) If his bids are under consideration in any procurement
 - a) Forfeiture or encashment of bid security;
 - b) calling off of any pre-contract negotiations; and
 - c) rejection and exclusion of the bidder from the procurement process
- ii) If a contract has already been awarded
 - a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
 - b) Forfeiture or encashment of any other security or bond relating to the procurement;
 - c) Recovery of payments including advance payments, if any, made by the procuring entity along with interest thereon at the prevailing rate;
- iii) Provisions in addition to above:
 - a) Removal from the list of enlisted contractors and banning/ debarment of the bidder from participation in future procurements of the procuring entity for a period not less than one year;
 - b) In case of anti-competitive practices information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India;
 - c) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible. Any question or dispute as to the commission of _any such offence or compensation payable to the Railway under this Clause shall be settled by the General Manager of the Railway, in such a manner as he shall consider fit & sufficient and his decision shall be final & conclusive

35.EXECUTION OF WORKS

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

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

35.(3) Accepted Programme of Work: The Contractor who has been awarded the work shall as soon as possible but not later than 30 days after the date of receipt of the acceptance letter in respect of contracts with initial completion period of two years or less or not later than 90 days for other contracts have to submit the detailed programme of work indicating the time schedule of various items of works in the form of Bar Chart/PERT/CPM. He shall also submit the details of organization (in terms of labour and supervisors), plant and machinery that he intends to utilize (from time to time) for execution of the work within stipulated date of completion. The programme of work amended as necessary by discussions with the Engineer, shall be treated as the agreed programme of the work for the purpose of this contract and the Contractor shall endeavor to fulfill this programme of work. The progress of work will be watched accordingly and the liquidated damages will be with reference to the overall completion date. Nothing stated herein shall preclude the Contractor in achieving earlier completion of item or whole of the works than indicated in the programme. In Contracts for works of New Line/Gauge Conversion/Doubling/Railway Electrification, finalized through Tenders having advertised value more than Rs.100crores, the Contractor shall submit a detailed time programme to the Engineer within 30 days after issue of LOA. The program shall include the physical and Financial Progress vis-à-vis program and forecast cash flow adopting Project Management Software such as Primavera/Sure Track/MS Project etc. The program must identify the milestones, interface requirements and program reporting elements. The Contractor shall supply, free of cost one set of authorized software to the Engineer and the soft copy of structured program for the project. This shall be updated every month. The Contractor shall also submit a revised programme whenever the previous programme is inconsistent with actual progress. Each programme shall include:

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

A general description of the methods which the Contractor intends to adopt, and of the major stages, in the execution of the Works, and details showing the Contractor's reasonable estimate for the number of each class of Contractor's Personnel & Equipment, required on the Site for each major stage. Unless the Engineer, within 21 days after receiving a programme, gives notice to the Contractor stating the extent to which it does not comply with the Contract, the Contractor shall proceed in accordance with the programme, subject to his other obligations under the Contract. The Engineer shall be entitled to rely upon the programme when planning their activities. If, at any time, the Engineer gives notice to the Contractor that a programme fails (to the extent stated) to comply with the Contract or to be consistent with actual progress and the Contractor's stated intentions, the Contractor shall submit a revised programme to the Engineer within 15 days in accordance with this Sub-Clause.

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

required so to do by the Engineer's representative shall, at his own cost rectify such errors, to the satisfaction of the Engineer's representative. Such checking shall not absolve the Contractor of his own responsibility of maintaining accuracy in the work. The Contractor shall carefully protect and preserve all bench marks, sight rails, pegs and other things used in setting out the work.

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

35.(2) Alterations to be Authorized: No alterations in or additions to or omissions or abandonment of any part of the works shall be deemed authorised, except under written instructions from the Engineer.

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

36. Rates for Items of Works:

(i) The rates, entered in the accepted Bill(s) of Quantities of the Contract are intended to provide for works duly and properly completed in accordance with the General and Special (if any) Conditions of the Contract and the Specifications and drawings together with such enlargements, extensions, diminutions, reductions, alterations or additions as may be ordered in terms of Clause 42 of these conditions and without prejudice to the generality thereof and shall be deemed to include and cover superintendence and labour, supply, including full freight of materials, stores, patterns, profiles, moulds, fittings, centerings, scaffolding, shoring props, timber, machinery, barracks, tackle, roads, pegs, posts, tools and all apparatus and plant required on the works, except such tools, plant or materials as may be specified in the contract to be supplied to the Contractor by the Railway, the erection, maintenance and removal of all temporary works and buildings, all watching, lighting, bailing, pumping and draining, all prevention of or compensation for trespass, all barriers and arrangements for the safety of the public or of employees during the execution of works, all sanitary and medical arrangements for labour camps as may be prescribed by the Railway, the setting of all work and of the construction, repair and upkeep of all center lines, bench marks and level pegs thereon, site clearance, all fees duties, royalties, rent and compensation to owners for surface damage or taxes and impositions payable to local authorities in respect of land, structures and all material supplied for the work or other duties or expenses for which the Contractor may become liable or may be put to under any provision of law for the purpose of or in connection with the execution of the contract and all such other incidental charges or contingencies as may have been specially provided for in the Specifications. However, if rates of existing GST or cess on GST for Works Contract is increased or any new tax /cess on Works Contract is imposed by Statute after the date of opening of tender but within the original date of completion/date of completion extended under clause 17 & 17A and the Contractor thereupon properly pays such taxes/cess, the Contractor shall be reimbursed the amount so paid. Further, if rates of existing GST or cess on GST for Works Contract is decreased or any tax/cess on Works Contract is decreased / removed by Statute after the date of opening of tender, the reduction in tax amount shall be recovered from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India.

36.(1) Rates for Extra Item(s) of Works:

(a) Standard Schedule of Rates (SSOR) Items: Any item of work carried out by the Contractor on the instructions of the Engineer which is not included in the accepted Bill(s) of Quantities but figures in the Standard Schedule of Rates (SSOR), shall be executed at the rates set forth in the

"Standard Schedule of Rates (SSOR)" modified by the tender percentage as accepted in the contract for that chapter of Standard Schedule of Rates (SSOR). For item(s) not covered in this sub clause, the rate shall be decided as agreed upon between the Engineer and the Contractor before the execution of such items of work as per sub clause (b).

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

- i. Analysis of Rates for "Unified Standard Schedule of Rates of Indian Railways (USSOR)"
- ii. Analysis of Rates for "Delhi Schedule of Rates issued by CPWD (DSR)"
- iii. Market Analysis

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

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

(i) Such Offloading of works (up to 5% of original contract value) would enable successful completion of contract/work,

(ii) Termination/ Part termination of the contract at this stage is not be in the interest of the Railway/work;, and

(iii) The anticipated additional cost for execution of such works through other mode would not be substantial and can be recovered from the pending dues of the contractor;

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

balance contract. The Contractor shall have no claim on account of above mentioned offloading of works.

38. Price Variation Clause (PVC):

38.1 Applicability: Price Variation Clause (PVC) shall be applicable as per GCC April 2022 & advance correction slip N.1 (2022/CE-1/CT/GCC-2022/Policy) dt:14.07.2022. 46A.2 Base Month: The Base Month for 'Price Variation Clause' shall be taken as the one month prior to closing of tender, unless otherwise stated elsewhere. The quarter for applicability of PVC shall commence from the month following the Base month. The Price Variation shall be based on the average Price Index of the quarter under consideration.

38.2 Validity:

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

(a) Payment/recovery for increase/decrease in GST on works contract or imposition/removal of any tax/cess on Works Contract as per Clause 37,

(b) Payment/recovery for overall market situation as per Price Variation Clause given hereunder.

38.3 Components of various items in a contract on which variation in prices be admissible, shall be steel, cement, ferrous material, non-ferrous material, insulators, zinc and other materials, labour, plant & machinery, fuel, explosives, detonators etc. Adjustment for variation in prices of these items shall be determined in the manner prescribed.

38.4 No price variation shall be admissible for fixed components.

38.5 The percentages of various components in various type of works shall be as specified for all item (s)/ Bill(s) of Quantities in tender document and the same shall be fixed as per table & classifications given below: given vide GCC 46A.6 & 46A.7 with amendments.

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

39. IMPORTANT INSTRUCTIONS TO TENDERERS

(i) The tenderers are requested to read the tender document thoroughly before participating.

(ii) All the required certificates to establish that firm is meeting with the eligibility criteria must be enclosed with original offer itself if applicable as per.

(iii) The offer will be evaluated based on certificates enclosed with the original offer only.

(iv) Tenderer may please note that meeting of eligibility criteria is strictly based on completion certificates given by executive in charge of work & not linked with mere list of works claimed to have been executed by tenderer or a copy of work order from Railway.

(v) Please note that a completion certificate issued by an executive must indicate the name of work, contract agreement No. and date, contract value, actual payment received and date of completion of work.

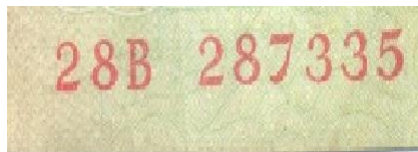
(vi) Tenderers will examine the various provisions of The Central Goods and Services Tax Act, 2017(CGST)/ Integrated Goods and Services Tax Act, 2017(IGST)/ Union Territory Goods and Services Tax Act, 2017(UTGST)/ respective state's State Goods and Services Tax Act (SGST) also, as notified by Central/State 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.

(vii) The tenderer shall quote his rates after having through inspection of the field conditions and strictly taking into account the payment conditions and technical specifications of the tender. Offers with conditions having financial & technical implications are liable to be summarily rejected.

(viii) The contractor has to accept all the conditions mentioned in the document. Railway is not bound to accept any terms and conditions imposed by the contractor while tendering. Based on non acceptance of any conditions imposed by the tenderer he cannot withdraw his offer at any stage during finalization of the tender. If he does so, necessary action as per Railway Board Lr. No. 2020/CE-I/CT/3E/GCC/Policy Dated: 30.12.2020 or latest shall be taken.

(ix) To avoid fraudulent encashment of cheques the following information should also be submitted while submitting tender offer.

1. Name of the bank with address
2. SB Account No /Current Account no.
3. MICR Code of the Bank
4. Specimen signature of the contract signing/Executing Authority.
5. PAN and TIN number



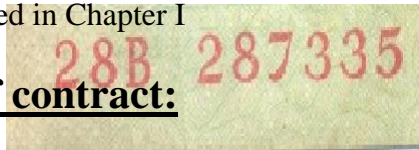
SPECIAL CONDITIONS OF CONTRACT

1. GENERAL:

- 1.1 The Special Conditions of Contract contained herein shall be supplemented to the “General Conditions of Contract”. In the event of any conflict or inconsistency between them, the Special Conditions of contract contained herein shall prevail.
- 1.2 The technical specifications of contract and various specifications of Railways as incorporated in this contract document and drawings supplied with tender will form the basis for execution of the work.
- 1.3 The STANDARD GENERAL CONDITIONS OF THE CONTRACT[CE-493A] for Civil Engineering works of Southern Railways amended up to date will form part of the contract Agreement and for all purposes be treated as if the same have been incorporated herein. The contractor shall obtain copy of the STANDARD GENERAL CONDITIONS OF CONTRACT FOR CIVIL ENGINEERING WORKS from the Chief Engineer, Southern Railway, Park Town, Chennai -600003, on production of Cash Receipt for the sum of Rs.50/-plus tax as leviable paid to the Chief Cashier, Southern Railway, Chennai-600003, or any Station Master on Southern Railway.

2. SCOPE OF WORK: Specified in Chapter I

3. Special Conditions of contract:



Technical Conditions for EI alteration (NS12)

1. Alteration to Software, wiring, testing & commissioning (including FAT & SAT etc) of existing Westrace make Electronic Interlocking System as per the latest RDSO specification No. RDSO / SPN / 192 / 2019 with latest amendment.
2. This work includes supply of hardware and software required for necessary alteration of the software, hardware, wiring, design and alteration to existing circuits, validation of data logger (Efftronics make) & alteration in data logger wiring including simulation and fault logic correction in connection with provision of Solid State Block Instruments in lieu of existing FM Block Instruments in POY and CNV stations.
3. Alteration of interfacing and interlocking circuits to suit Dual VDU logic in lieu of existing CCIP/VDU at POY station and alteration of interfacing and interlocking circuits for Provision of Tower wagon siding at DG end on Road 4 at POY station. The contractor should supply necessary I/O cards, hosing, wiring materials etc. to ensure 15% spare availability.
4. It includes supply of TSAA documents. As-made documents shall be prepared by the contractor in AUTOCAD 2000 or latest in A3 size. On execution of the work, one copy of the 'As made Check print along with soft copy of the drawings shall be submitted for checking. The final negatives shall be made in tracing sheet (80 to 90 gsm) and submitted to Railway for approval. On approval, the contractor shall submit along with the negatives, six sets of documents duly making neatly bound booklets.
5. Out of 6 sets, 2 sets of drawings and other plans shall be kept in transparent plastic cover (two sheets back-to-back in one plastic cover) and handed over to Railways. Also, the contractor has to supply one set of As-mades in Reproduction Film and submit the final AU-

TOCAD drawing softcopy in CD. This includes one set drawings in soft-copy in AUTO-CAD format.

6. Initially contractor has to submit two sets of hard copy for checking and approval, on approval remaining 6 sets shall be prepared on Reproducible tracing film and in the form of Ammonia Prints as per Standard Railway Practice.
7. All other works required for successful completion of the work to be done by the contractor.
8. The network switches required for Westrace make EI system will be supplied by railways.

Technical Conditions for Axle counter (NS18)

1. The length of cable shall be 15 m
2. HASSDAC will be installed, wired, tested and commissioned by OEM's Engineer as per guidelines and TAN issued by RDSO. The pre-commissioning checklist issued by RDSO for HASSDAC will be prepared by OEM's Engineer and signed jointly with Railways before commissioning of HASSDAC.
3. Break-up of items to be supplied under this schedule is to be detailed and submitted.
4. OEM should submit site installation certificate mentioning that HASSDAC has been installed, wired, tested and commissioned by approved vendor of RDSO i.e. by OEM.
5. This schedule also includes installation of clamp type track device (Rail contact) approved by RDSO, laying of separate Double walled anti rodent corrugated pipe from Axle detector to digital axle counter field unit for Tx & Rx cables, drawing of cables and making its terminations, fixing of deflector plates. (Double walled anti rodent corrugated pipe made up of High density poly ethylene of suitable diameter, required Nos. of cage clamp type terminals for terminations, and all other accessories as per site requirement are to be supplied by the contractor). This also includes provision of puff seal in HDPE pipe with contractors own material.
6. One set instruction manual, Installation & maintenance manual including Dos & Don'ts, Mechanical drawings of each sub system / rack, Schematic block diagram showing mounting arrangement of various components & details of each type of assembled PCB, Trouble shooting procedure along with test voltages and waveforms at various test points in the PCBs and Pre-commissioning checklist are also to be supplied.
7. This includes painting and writing of particulars on indoor and outdoor units. HASSDAC equipment is to be provided with efficient lightning and surge protectors which are also to be supplied with the system.

Technical Conditions for Earthing (SOR 03_4)

1. Earthing electrode should not be installed on high bank or made-up soil.
2. Dry sand, Limestone, granite and any stony ground should be avoided.
3. Minimum 20 mtrs distance should be maintained between electrical and S&T earthing system.
4. UL marking, Manufacturer's name or trade name, length, diameter, catalogue number must be punched on every earth electrode. (Size of earth electrode: Diameter-17mm, Length-3mtrs.)
5. Quantity of Earth Enhancement Material required per earth electrode: 30 kg(approx.) (i.e. 1 bag is of 10kg, so 3 bags are required per earth electrode.)

6. The distance between two successive earth electrodes shall be not less than 3 meter and more than 6 meter.
7. No hammering should be done on earth electrode during installation.
8. Exothermic welding material shall be UL listed and NABL/ ILAC member labs tested in Earthing and Bonding system.
9. Copper strip exothermically welded to each earth electrode of size 200 X 25 X 6 mm (min).
10. Inspection chamber: a) The dimension of the chamber will be of 300X300X300 mm (inside dimension) of RCC with 50mm thick. b) The dimension of RCC cover is 400X400X50 mm with pulling hooks.
11. Only RDSO approved vendor for Earthing and Bonding system to be chosen.
12. The installation of Earthing and Bonding system is carried out by the OEM or an OEM authorized representative.
13. The Pre-commissioning checklist is jointly signed by officer level with OEM engineer.
14. The OEM installation certificate for Earthing and Bonding is available.
15. The warranty of Earthing & Bonding system shall be 60 months from date of commissioning. (During this period, any failure of earthing system due to improper materials & bad workmanship shall be attended free of cost by the OEM.)

4. NEED OF TENDERER FOR CAREFUL STUDY OF TENDER AND SITE CONDITIONS:

The intending tenderer is advised to study tender papers, concerned specifications and other instructions carefully. The tenderer shall inspect the proposed site of work and acquaint himself with the site conditions, working hours, layout of land, trees and shrubs that he will have to cut, type of strata likely to be met within the borrow pits, stacking space for materials, approach roads, pathways available etc. and all relevant items connected with execution for the work. No claim shall be entertained for the contractors making his own arrangements for approach roads from outside Railway Land and contractors will bear entire expenses such as road taxes, payment for right of way, etc. to outsiders and for constructions of approach roads, etc. The submission of tender shall be deemed to have been done after careful study and examination of the tender papers with full understanding of the implication thereof, unless otherwise, specifically commented upon by the tenderer in his quotation. Failure to adhere to any one or all these instructions may render his offer liable to be ignored without any reference.

5. EXECUTION OF WORK:

- 5.1 No request for the change of price, or time schedule for completion of works shall be entertained after the offer is accepted by the Railways on account of any local condition or factor. Materials required for installation at the station shall be made available to the contractor at the Railway's depot and the contractor shall take delivery of such materials at this depot and make his own arrangements for the transport of the materials at the works spot at his own cost.
- 5.2 The contractor shall be responsible for checking before taking delivery that all the materials given to them are in good condition. The contractor shall be responsible for undertaking repairs if any, to crates, cable drums packing cases, etc. for safe transport of materials from Railway's specified depot to the site of work.
- 5.3 The contractor should also undertake necessary repairs to crates drums etc. in respect of unused materials required to be returned to the purchaser. No extra payment will be made on

this account. Extra care should be taken in the transportation of sophisticated Equipments, Electrical and Electronic equipments like axle counter equipment, E1 converter, power equipments, etc. to prevent from damage during transit. Further, these equipments should be stored in a covered place to protect from heat, dust, water, etc. These equipments should be installed and brought in use before the expiry of the shelf life.

- 5.4 The materials that shall be handed over to the Contractor at any time for execution of the work shall depend upon the particular item of work in the Schedule to be done at a particular time and also the progress of work.
- 5.5 The contractor shall furnish an indemnity bond for a sum equal to the cost of materials proposed to be taken by him. The quantity of materials that shall be given by the Railway at a time shall not exceed the value of the indemnity bond that is furnished by the contractor.
- 5.6 The materials issued by the Railways shall be used solely and economically for the purpose of the works covered under this contract only. The materials shall be used in such quantities and manner as indicated in the relevant specifications or drawings or as approved by the Engineer whose decision thereon shall be final. Waste or damage to such materials in any manner shall not be caused by the Contractor.
- 5.7 The contractor will be liable to render full accountal for all the materials issued by the Railway. If any quantity of Railway materials is consumed in excess or wasted or damaged or lost or otherwise not satisfactorily accounted for, recovery shall be made from the contractor at the book rate or last purchase rate or the prevailing market rate whichever is higher plus 5% on account of initial freight, 2% on account of incidental charges together with supervision charges at 12.5% on the total cost inclusive of materials, freight and incidental charges. Freight between the Railway sources of supply and the site of work shall be to the contractor's account.
- 5.8 If at any time, any material which the contractor would normally have to arrange for himself for executing the works, is supplied by the Railways, either at the contractor's request or suo moto in order to prevent possible delay in the execution of the work due to contractor's inability to make adequate arrangements for the supply thereof or otherwise such materials will be made available to the contractor in the Railways Stores as indicated in Vol.I. All handling thereof will be the contractor's responsibility. Recovery of the cost of such supply materials will be made from the contractor's bills as per extant rules of the Railway.
- 5.9 Contractor shall carry out the work as per the instruction of railway in charge of the work and in the presence of him or his representative. At any circumstance, contractor is not allowed to carry out any work in the live circuit without proper disconnection of the circuit/ gear.
- 5.10 Tool for the work shall be arranged by the contractor only. Contractor should take necessary precaution to avoid unsafe to the working circuit/gears, while executing the work.

6. PROCUREMENT OF STORES: For the execution of the works, the contractor shall procure items of materials inclusive of miscellaneous and consumable items of Stores as detailed in Vol.I.

- 6.1 All signaling and telecom materials to be supplied by the contractor shall be subject to inspection by Railway's nominee as per Clause 29 of Special Conditions of Contract. All the materials and equipment to be supplied and used for execution of work shall be to IRS wherever available, or to ISS, if IRS is not available. In case of materials for which neither IRS nor ISS is an available, detailed specification withdrawing have to be supplied by the

contractor in advance for approval of the Railway Administration.

6.2 Materials not covered in RDSO's approved list of items and to be supplied by the contractor shall be of the best quality and from manufacturers of reputed establishments. The contractor shall produce test, warranty certificates from the manufacturers and the pamphlets in four copies to the Railways. Materials covered under RDSO's approved list of items should be procured from those firms approved by RDSO only.

6.3 Materials to be supplied by the tenderer/contractor and by Railways for the execution of work are indicated in Vol.I separately. However, any particular item of materials not included in the contractor's list or in the Railway's list, but if still required to complete the works, and protect the equipments and the system from the lightning, surge, spikes etc. The tenderer shall include such items of materials in his tender and quote for the same.

6.4 The specification for each material to be procured and used by the tenderer shall be as per details given in Vol-I &II and RDSO.

6.5 The contractor will however have to procure all the tools and plants required for executing the labour portion of the work and before the actual commencement of the work, the contractor will satisfy the Railway engineer that he has procured all the necessary tools and plant required of good quality. The contractor shall engage his own labour and supervisor for the execution for work covered in the contract.

7 MATERIALS TO BE SUPPLIED BY RAILWAYS FOR THE EXECUTION OF THE WORK:

7.1 Materials which are supplied to the contractor by the Railways free of cost at the stores depot indicated therein. The rates quoted by the contractor should include the cost of transportation of materials supplied by the railways from the place of delivery to site of work.

7.2 Materials to be supplied by the contractor and by the Railways for the execution of work are indicated in Schedule. The contractor shall take delivery of the materials supplied by the Railways at the stores depots of Railways.

8 INSPECTION OF WORKS:

8.1 The Engineer or his representative may inspect and test the various portions of the work at all stages and shall have full power to reject all or any portion of the work that he may consider to be defective or inferior in quality of materials workmanship or design in comparison to what is called for in the specification. In the event of rejection of any work already executed and not in accordance with specification as in this tender and/or as determined by the Engineer or which the Contractor has been apprised, the contractor shall carry out alterations/replacements to such works to the satisfaction of the Engineer for which no additional expenses will be borne by the Railway.

8.2 The contractor shall submit detailed test procedure for each equipment, sub- system and system as a whole to the Railways. The Railways shall discuss with the contractor and modify the test procedure as may be required to ensure that the requirements of tender specifications are complied. The finalized test procedure shall, only, act as a broad guideline and Railway shall be free to carry out any other tests that may be considered essential. The test procedure shall give details of all equipment, test and measuring instruments required to perform the tests which shall be provided by the contractor free of cost. The details of testing shall be documented and shall be handed over to Railways free of cost.

9 LANGUAGE:

All documents to be submitted in connection with this contract shall be written in ENGLISH.

10 ADOPTION OF METRIC SYSTEM:-

Dimensions, weights etc., shall be quoted in Metric system.

11 USE OF TECHNICAL TERMS AND CONDITIONS, DRAWINGS AND SPECIFICATIONS:-

Definition of technical terms and symbols used in circuits shall be as per Indian Standard Specifications and where such specifications are not available, they should be of British Standard Specification; RDSO specification etc.

12 DRAWING AND SPECIFICATIONS: -

Copies of the IRS drawings and specifications according to which the works have to be executed, have to be obtained by the Tenderer direct from the Director General, RDSO, S&T Wing, Alambagh, Lucknow-5.

13 CLARIFICATION REQUIRED BY THE TENDERER/ CONTRACTOR: Any clarification required by the Contractor may be obtained from the Office of Sr.Divisional Signal & Telecommunication Engineer, Southern Railway, Palakkad. After award of contract, the field executive who is in charge of the work as indicated may be referred.**14 DISCREPANCIES IN DRAWINGS AND OTHER DOCUMENTS:**

The tenderer shall carry out at his expense any alteration of the work due to any discrepancies, errors or omissions in the drawings or other particulars submitted by him. Any approval given by the Railway for this purpose shall in no way absolve the contractor from any or all responsibilities for the correct function of the equipment. In this regard, the sole responsibility rests with the contractor in all respect. Any fittings or accessories which may not be specifically mentioned in the specification of tender documents or the letter of acceptance of the tender or the agreement executed thereof but which are usual or necessary as per normal Signal Engineering practice and Schedule of Dimension of Indian Railway are to be provided by the contractor without text recharge so that the plant is complete in all respects.

15 SUPPLY OF ELECTRIC POWER:

The Railway shall provide single phase LT power supply for soldering, lighting and minor drilling works, wherever electric supply is available. The charges for electric consumption at site in connection with the erection have to be borne by the contractor at the rate specified by the Railway. However, non-availability of power will not be a reason for the slow progress of work. If power is not available, the contractor shall make his own arrangement for Generator set/electrical power.

16 INTERPRETATION OF THE CONDITIONS:

With his tender the tenderer shall submit a note stating his interpretation of the specification wherever he desires to clarify any aspects of his offer. In respect of matters or issues not covered by this note, it shall be assumed that the quotation conforms to the specifications laid down in the tender documents. The interpretation of the Railway where such interpretation found necessary shall be final and binding on the tenderer.

17 FUTURE DEVELOPMENTS:

If during the period between the date of tender and signing of the contract, there have been any developments resulting in improvements or advancements, technical or mechanical in regard to the equipment to be installed, its designs or fabrications, the tenderer shall make available to the Railway all information pertaining to the same. In the light of such information the Railway may modify the orders to take advantage of these developments on the basis of mutually agreed terms.

18 MOBILISATION ADVANCE

(Applicable only, if the tender value of the work is 25 crores and above)

- 18.1 The contractor may be granted a coverable interest bearing mobilization advance upto 10% of the Contract Value provided he specifically applies for it while Tendering. If the Tenderer fails to apply specifically for mobilization advance while giving his offer in the tendering stage in cases where grant of mobilization advance is permissible, no subsequent requests from him for grant of this advance will be entertained. The prevailing rate of interest will be applicable.
- 18.2 The advance will be granted in two instalments, viz., 5% of the contract value on signing of the Contract Agreement and the balance 5% after mobilization of site establishment, setting up Offices, bringing in equipments and actual commencing of works.
- 18.3 The mobilization advance shall be against an irrevocable bank guarantee of value 110% of the sanctioned advance amount. Bank guarantee shall be from a nationalized bank in India or state bank of India, all schedule banks in India, national savings certificate etc..
- 18.4 These Guarantee Bonds shall be returned as and when the value of the advance and interest is recovered from the running bills.
- 18.5 The recovery of the advance and interest there upon will be made through the 'On Account' bills, prorata commencing when the value of the work executed under the contract reaches 15% of the contract value and completed when the value of the work executed under the contract reaches 85% of the contract value.

19 VARIATION IN QUANTITIES:

19.1 VARIATIONS IN EXTENT OF CONTRACT Modification to Contract to be in Writing:

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

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

- 19.3 (i) Unless otherwise specified in the special conditions of the contract, the accepted variation in quantity of each individual item of the contract would be upto 25% of the quantity originally contracted, except in case of foundation work.
- (ii) The Contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever upto the limit of 25% variation in quantity of individual item of works.
- (iii) In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, then same shall be executed at following rates
- (a) Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender;
 - (b) Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;
 - (c) Variation in quantities of individual items beyond 150% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.
 - (d) Variation to quantities of Minor Value Item:
The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1 % of the total original agreement value.
 - d.(i) Quantities operated up to and including 100% of the agreement quantity of the concerned minor value item, shall be paid at the rate awarded for that item in that particular tender;
 - d.(ii) Quantities operated in excess of 100% but upto 200% of the agreement quantity of the concerned minor value item, shall be paid at 98% of the rate awarded for that item in that particular tender;
 - d.(iii) Variation in quantities of individual minor value item beyond 200% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.
 - (iv) In case of earthwork, the variation limit of 25% shall apply to the gross quantity of Earthwork and variation in the quantities of individual classifications of soil shall not be subject to this limit.
 - (v) In case of foundation work, no variation limit shall apply and the work shall be carried out by the Contractor on agreed rates irrespective of any variation.
 - (vi) As far as SOR items are concerned, the limit of 25% would apply to the value of SOR schedule as a whole and not on individual SOR items. However, in case of NS items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).

19.4 Valuation of Variations: The enlargements, extensions, diminution, reduction, alterations or additions referred to in Sub-Clause (2) of this Clause shall in no degree affect the validity of the contract; but shall be performed by the Contractor as provided therein and be subject to the same conditions, stipulations and obligations as if they had been originally and expressly included and provided for in the Specifications and Drawings and the amounts to be paid there for shall be calculated in accordance with the accepted Schedule of Rates. Any extra items/quantities of work falling outside the purview of the provisions of Sub-Clause (2) above shall be paid for at the rates determined under Clause-39 of these Conditions.

20 VITIATION CLAUSE:

The following stipulation will be adopted for vitiation. Vitiating during Variation in Contract Quantities (in accordance with Board letter No.2017/Trans/01/ Policy t.8/2/2018). As a result of variations, a contract shall be considered “vitiating” only when, the following percentage variation in contract value between tenderers are noticed to have been exceeded

Sl. No	Value of Contract	Percentage difference between present contractor and new L-1 as a result of variation (percentage shall be calculated with base as the revised contract quantities multiplied by the rates of the present contractor)
1	Small value contracts (Tender Value less than Rs.50 lakh)	10
2	Other than small value contracts (Tender Value equal to or more than Rs.50 lakh)	5

20.1 When the percentage difference between present Contractor and new L-1 is noticed as becoming beyond the values specified above, the following action shall be taken.

20.2 The Railway administration should immediately examine whether it is practicable to bring in a new agency to carry out the extra quantity of work keeping in view the progress of the work in accordance with the original contract and the nature and lay-out of the work. If it is found that there will be no serious practical difficulty in meeting the additional quantity of work done by another agency, then fresh tenders for the extra quantity may be invited otherwise negotiating the rate with the existing contractor for arriving at a reasonable rate for the additional quantities of work, may be adopted.

The above shall be regulated asunder:

- The case shall be decided by the tender accepting authority (competent for the revised quantity) and shall not be treated as a case of single tender. The provisions of Railway Board letter No.2007/CE.I/CT/19/Pt.XII dated 31/12/2010 hereby gets superseded.
- These instructions will be similarly applicable to earning contracts with H-1, H-2 substituted for L-1, L-2 and soon.
- Executives while executing the work shall make all efforts to ensure that no vitiation takes place in normal circumstances. Vitiating should be an exception rather than a routine affair. Efforts should be made to invite bids on the basis of percentage above/below/atpar.
- Vitiating should always be computed with respect to the items, rates, quantities and conditions as available at the time of Tender Opening and subsequent changes/additions by way of new items will not be counted for computing Vitiating.
- Whenever an occasion arises for introduction of new items either SOR or non SOR or increase/decrease in quantity, the prior administrative approval of proposal with adequate justification along with financial implication should be processed from Competent authority well in advance, before proceeding to execute the extra /new items of work.

21 RETURN OF EMPTY CABLE DRUM / RELEASED MATERIALS:

The contractor has to return any cut pieces of cables, wires, etc., that maybe left out and surplus materials from the drums and other packing materials that might have been handed over to him. No extra payment will be made for this and the unit price quoted against the various items should include this work also. The surplus materials have to be handed over to the Stores of the

Engineer-in-Charge of the work as mentioned in Vol.I. Failure on the part of the contractor to return the empty cable drums will entail the contractor to pay the charges as indicated against various sizes of empty cable drums at the time of final payment, indicated as hereunder:

- Empty Signaling cable drums up to 12 Core capacity Rs.100/- each (Rupees One Hundred only).
- Empty Signaling cable drums above 12 Core and up to 31 Core capacity and Telecommunication cable drums Rs.150/- each (Rupees One Hundred and Fifty only).
- Empty Power cable drums Rs.125/- each (Rupees One Hundred and twenty Five only).The contractor shall take proper written acknowledgement from the Engineers Representative for all the materials returned by him.
- All tools that are required by the contractor for the purpose of transportation of the materials, digging, concreting and erection, wiring and painting works shall be brought by the contractor himself. This shall include spare parts, fuel and consumable and miscellaneous stores-details furnished in Vol.I .The rates quoted by the contractor shall be deemed to be inclusive of all charges for such items and inclusive of labour required to ensure efficient and methodical execution of work.

22 INSPECTION OF TRENCHES, CHASES & FILLINGS:

- 22.1 Before the cable is actually laid, the Contractor's representative and the Engineer's representative shall jointly inspect the quality and depth of trenches, chases, for temped filling. The measurements for all these items will be suitably recorded by the Engineer's representative who will permit the laying of cables after issuing the certificate in Form 8 that the above works have been done as required by the specifications.
- 22.2 Due care shall be exercised to ensure that while doing the dismantling work, no released material is damaged by the contractor. Proper account is to be taken at the field jointly with Railway Representative before releasing. After releasing the materials, the released materials can be stocked neatly at a place indicated by Railways (preferably near road approach) at the station. The released unwanted materials may be watched and guarded till the same is auctioned. The Contractor shall take proper written acknowledgement from the Engineer's Representative for all the materials returned by him.

23 FOLLOWING FIELD BOOKS OF SUPERVISORS SHALL BE MAINTAINED:

- (i) **Site Order Book**– For all instructions issued to the contractor or his representative with their replies.
- (ii) **Note Book** – For recording progress of work, satisfactory or unsatisfactory working of contractors, matters for reference to supervisors, dates of all inspection, details on various points considered worthy of remarks. These books are considered as official records to be produced whenever required by the Supervisors.

24 RECEIPT OF MATERIALS FROM CONTRACTOR:

- 24.1 As soon as the materials are accepted by the Railway from the contractor, DMTR entries are to be made immediately. While taking materials from the contractor, delivery challans issued by the firm who has sold the materials to the contractor/trader and inspection certificate shall be insisted upon.
- 24.2 Fabricated items which are to be supplied by the contractor are to be checked thoroughly with the drawings regarding quality of the materials, gauge dimensions, etc. as per the schedule. Wherever any material is received from field/contractor, the detailed nomenclature shall be entered in the DMTR. In case of equipment, the details of manufacturer's name, year of manufacture, RDSO Test Certificate No., Serial No., Contractor's name and Agreement No. and place of installation shall be mentioned both in the DMTR and the ledgers.

24.3 Materials are normally to be delivered at designated Stores by the contractor. If they are delivered at site due to logistics/exigencies, the supervisor/officer receiving such materials (after verification of due inspection) shall arrange for necessary entries in the designated Stores' DMTR within a week.

25 ISSUE OF MATERIALS TO THE CONTRACTOR:

Whenever any material is issued to the contractor for carrying out a work, the particulars are to be entered in the DMTR.

26 ATTENDING TO DEFECTS:

The contractor shall rectify defects that may arise in the work executed for a period of twelve months after completion of work, such defects being due to bad workmanship on the part of the contractor or otherwise. Should any dispute arise so as to correctness of the defect pointed out, the Engineer's decision in this regard is final and binding.

26.0 Maintenance of Works:

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

26.2 Certificate of Completion of Works: As soon as in the opinion of the Engineer, the work has been completed and has satisfactorily passed any final test or tests that may be prescribed, the Engineer shall issue a certificate of completion duly indicating the date of completion in respect of the work and the period of maintenance of the work shall commence from the date of completion mentioned in such certificate. The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the Contractor and that there is no due from the Contractor to Railways against the contract concerned. The Engineer may also issue such a certificate indicating date of completion with respect to any part of the work (before the completion of the whole of work), which has been both completed to the satisfaction of the Engineer and occupied or used by the Railway. When any such certificate is given in respect of part of a work, such part shall be considered as completed and the period of maintenance of such part shall commence from the date of completion mentioned in the completion certificate issued for that part of the work.

26.3 Contractor not Absolved by Completion Certificate: The Certificate of Completion in respect of the works referred to in Sub-Clause (1) of this Clause shall not absolve the Contractor from his liability to make good any defects imperfections, shrinkages or faults which may appear during the period of maintenance specified in the tender arising in the opinion of the Engineer from materials or workmanship not in accordance with the drawings or specifications or instruction of the Engineer, which defects, imperfections, shrinkages or faults shall upon the direction in writing of the Engineer be amended and made good by the Contractor at his own cost; and in case of default on the part of Contractor, the Engineer may

employ labour and materials or appoint another Contractor to amend and make good such defects, imperfections, shrinkages and faults and all expenses consequent thereon and incidental thereto shall be borne by the Contractor and shall be recoverable from any moneys due to him under the contract.

27 INSPECTION OF MATERIALS:

- Materials to be supplied by Contractor shall be of best quality and shall conform to the relevant specifications, Designs and Drawings. The materials shall be procured by the Contractor/s from manufacturers of repute or their authorized dealers as approved by the Engineer-in-Charge.
- The Contractor/s may shall produce test certificates from the Manufacturer, wherever called for by the Engineer-in-charge and should be handed over to Railways.
- The contractor should procure Signaling / Telecom items which appear in the RDSO approved list normally from the approved vendor/vendors for development orders. The contractor shall take prior approval of the Railways before placing orders on the firms.
- The items which are included in the list of RDSO approved suppliers (Electrical Signalling items, Telecom Equipments) shall be inspected by RDSO. In case the value of Electrical sigg. Items is more than Rs.5lakh or as per latest revised policy of the Railways, the inspection shall be carried out by RITES. In exceptional cases, the consignee inspection shall be carried out by an Officer nominated by the Engineer-in-charge of the work. Even in these cases, the materials shall be procured from RDSO approved sources.
- The details of materials / items which are to be inspected by RDSO, RITES and consignees is described in **Annexure-B1**. Signalling items other than those mentioned in **ANNEXURE B1** will be inspected by RDSO/RITES provided the order value is more than Rs. Five Lakh mentioned vide Railway Board's letter No 2000/RS(G)/379/2 Dt.06.09.2017 or as per the latest policy of Railways
- All materials that are not covered under specification, designs and drawings of RDSO, Railway Board, etc., will be procured by the Contractor from the manufacturers of repute/their authorized dealers, after the approval of the Engineer-in-charge.
- Materials to be supplied by the contractor shall be put up for inspection of Engineer or his representative for checking its quality/suitability before they are finally used/ installed by the Contractor and necessary inspection certificate to be obtained. The Contractor shall therefore arrange to get the material inspected in advance, preferably in bulk and not in piece-meal. The Contractor shall give the Railway 10(Ten) days notice, when the materials are ready for inspection.

28 The inspection charges levied by RDSO/RITES will be on contractor's account.

All materials to be supplied by contractor should be offered by him/them for RDSO's/RITES inspection, well in time, so as not to delay the progress of work at any stage at any of the stations in anyway on this account .Contractor should ensure that the delay in inspection is not a sufficient reason to execute the work in time.

If required, the Contractor shall provide at point of production, apparatus and labour for making required tests under the supervision of the Railway. Tests may be made either at point of production, on samples submitted or at the destination.

29 FACILITIES FOR TEST&EXAMINATION:

The contractor shall provide, without any extra charges, all materials, equipments, tools and labour of every kind which the RDSO/RITES or their nominee may consider necessary for any tests and examinations which they or their nominee shall require to be made on the contractor's premises and shall pay all cost attendant there upon. The contractor shall also provide and

deliver free of charge at such places as the RDSO/RITES or their nominee may nominate such materials as they or their nominee may require for the independent testing organization. The cost of any such tests will be defrayed by the Railways unless it is stated in the specification that it is to be paid by the Contractor.

30 CERTIFICATE OF INSPECTION AND APPROVAL:

No stores will be considered ready for delivery until RDSO/RITES or their inspecting officer nominated by them have certified in writing that the material has been inspected and approved by them. Facilities must be provided by the contractor to the Railway or their nominee for inspection of the stores, equipments and structures at all stages of their assembly, manufacture and fabrication.

31 SALES AND OTHER LOCAL TAXES-

- 31.1** The bidders/ tenderers should ensure that they are GST compliant and their quoted tax structures/ rates are as per GST Law & TDS. Applicable taxes shall be as per the revised policy on Taxes under GST.
- 31.2** 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.
- 31.3** 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.
- 31.4** 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.
- 31.5** All types of taxes in forces by central Government and State Government from time to time recoverable from source shall be recovered from the bill by the Engineer in charge. Please note that 1% Income Tax for individual and 2% of Income Tax for others will be deducted from the running bills. And if PAN is not furnished 20% of Income Tax will be deducted from the running bills.
- 31.6** As per rule 3 of the Building and other construction workers Cess rules 1996, 1% of the cost of the work including the cost of materials from the bill paid will be leviable for the work done in this agreement.
- 31.7** All the rates quoted by the Tenderer shall be firm and shall be inclusive of all levies like Tax, Excise duty, Royalty, Central Sales Tax on works Contract Tax etc. as applicable at the place of supply and Installation and payable by the Contractor to the Government or any other authority and no additional rate due to subsequent variation will be paid or claim entertained on this account by the Railways.
- 31.8** 1% CGST & 1% SGST or 2% IGST will be deducted as TDS if the contract value is greater than Rs.2,50,000/-.

32 PRICE/ WAGES CALCULATION CLAUSE:

Railway is not agreeable to any price/wage escalation clause.

33 SAFETY PROVISION FOR CARRYING OUT WORKS:- PROTECTION WORKS:-

The contractor shall take all precautionary measures in order to ensure protection of his own

personnel moving about or working on the Railway premises and shall have to conform to the rules and regulations of the Southern Railways. While the work under the contract is in progress, if and when, there is likely to be any danger to the persons employed by the contractor due to running of traffic or while working on Railway premises, the Contractor shall apply in writing to the Railway to provide flagmen or look-out men for protection. The Railway will, however, decide as to whether it is necessary to post such flagmen and look-out men for various types of works and also the number of such men required to protect the contractor's staff working at site. The flagmen and look-out men will be Railway Servants and no expenses on this account will be recovered from the contractor. The contractor's employees and workers shall not for any reason operate any appliances or installations of the Railway concerning the Safety of train movements, but they should whenever necessary notify to the appropriate Railway staff who will then take necessary steps. Suitable ladders for climbing the posts and slings for supporting men on the post shall be used. Ropes as required shall be used for erection of the poles. The size of the rope shall be adequate. The contractor shall take necessary precautions for working near the power lines. If at any time the Railways find the safety arrangements are in adequate or insufficient, the contractor shall take immediate corrective action as directed by the Railway's representative at site. Any direction in the matter shall in no way absolve the contractor of his sole responsibility to adopt safe working methods. Necessary personal safety equipment as considered adequate by the Engineer-in-charge should be kept available for the use of the persons employed at the site and maintained in a condition suitable for immediate use and the contractor should take adequate steps to ensure proper use of equipment by those concerned. No electrical apparatus which is liable to be a source of danger, used by the operator shall remain electrically charged. Suitable facemasks should be supplied for use by the workers when paint is applied in the form of spray.

34 SAFETY FOR PASSENGER WHILE WORKING BY CONTRACTOR IN STATION LIMITS:

While working with in station limits especially on passenger platforms, the contractor shall ensure that at all times sufficient space is left for free movement of passenger traffic. He must cover and or barricade the excavations carried out in such areas and continue to maintain these, till the work is completed with a view to avoid any accident of public or to a Railway staff.

35 AVOIDING INFRINGEMENT OF INDIAN RAILWAY ACT:

The works must be carried out most carefully without any infringement of the Indian Railway Act or the General and subsidiary rules in force on the Railway, in such a way that they do not hinder Railway operation nor affect the proper functioning of or damage any Railway equipment, structure or rolling stock except as agreed to by the Railway, provided that all damage and disfiguration caused by the contractor to any Railway or Public properly must be made good by the contractor at his own expenses failing which cost of such repairs shall be recovered from the contractor.

36 RECOVERY OF COST IF SAFETY OF TRACK AFFECTED:

If safety of track etc., is affected, as a consequence of works under taken by the contractor, the contractor shall take immediate steps to restore normal conditions. In case of delay the Railway shall, after giving due notice to the contractor, in writing take necessary steps and recover the cost from the contractor. No work on the points, track circuits, equipments involving working signalling gears, internal wiring, cable termination, etc., or the existing of communication system be disturbed, should be done unless and until contractor's technical supervisors are present at site.

37 CONTRACTOR'S DRAWINGS:

Any work done by the contractor prior to the approval of the contractor's drawings will be done at the risk of the contractor unless previously authorized in writing by the Railway. The tenderer shall be responsible for the correctness of the drawings furnished by him. The contractor shall

carryout any alterations of the works due to any discrepancies, errors or omissions in the drawings or other particulars, submitted by him. Any approval given by the Railway for this purpose shall in no way absolve the tenderer from full responsibility for the execution of the contract in all respects. After the contract is awarded, the contractor shall furnish to the Railway as required, prints of contractor's drawings that form an essential part thereof. No change shall be made in any approved drawings without the written consent of the Railways. After completion of the execution of the contracts, the contractor shall submit other Railway all corrected R.P.Film of drawings furnished by him and six sets of copies of final drawings for each stations. Notwithstanding the fact the Railway might have approved or the contractor's design, drawings and specifications the contractor is responsible for the correctness of the entire scheme as a whole and its satisfactory performance to the specifications as laid down by the Railway. The Railway's responsibility is only for the correctness of the signaling plans. In the event of any breach of the aforesaid conditions, the contractor shall in addition to throwing himself open to action for contravention of terms of the agreement and or for original breach of trust, be liable to account to Government for all moneys, advances or profits resulting or which in the usual course would have resulted by reason of such breach.

38 SITE FACILITIES:

The quoted rates would be deemed to include charges for any and all site facilities that are considered necessary for the execution of the work unless otherwise indicated in the contract. In this connection specific attention is drawn to stipulation in clause 6 of the General Conditions of the Contract and intending tenderer are advised to acquaint themselves well with site conditions. The land that can be made available by the Railway free of charge for the use of the contractor or his field office, stacking yard, stores depot and workshops may be ascertained by inspection at site. No assurances can be given regarding the vulnerability of such land to flooding during high floods. The Railways undertakes no responsibility or liability in this regard. Land required for contractor's labour camps, staff colony or for any purposes other than those mentioned will have to be arranged by the contractor at his own cost.

39 ROYALTIES AND PATENT RIGHTS:-

The Contractor shall defray the cost of all royalties, fees and other payments in respect of patents, patent rights and licenses which may be payable to patentee, licensee or other person or corporation and shall obtain all necessary licenses. In case of any breach (whether willfully or inadvertently) by the contractor on this provision, the contractor shall indemnify the Railway and their office servants, representatives, against all claims, proceedings, damages, cost, charges, expenses, loss and liability which they or any of them may sustain, incur or be put to by reasons or in subsequence directly or indirectly or any such breach and against payment of any royalties, damages or other money which the Railway may have to make to any person or holder entitled to patent right in respect of the users of any machine, instrument, process, article or things constructed, manufactured, supplied or delivered by the contractor or to his order under this contract.

40 NIGHT WORK:-

The provision in clause 23 of the General Conditions of the contract should be noted regarding execution of work between sun set and sunrise. If the Railway is however, satisfied that the work is not likely to be completed in time except by resorting to night work by special order, the contractor would be required to carry out the work even at night, without conferring any right on the contractor for claiming compensation.

41.0 ELECTRONIC FUND TRANSFER SYSTEM

- a. In view of introduction of the system of Electronic Fund Transfer System by the Railways

for making payments to Contractors/Firms instead of issue of cheques, firm is required to submit the following details to ensure prompt crediting of your Bank Account:-

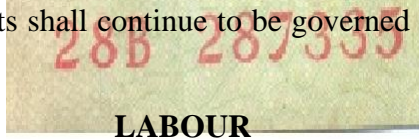
- b. Name of Bank, Address of Bank, Type of Account (SB A/c, Current A/c/O.D), Account No, (MICR) Bank code, IFSC Code. The mandate may kindly be got attested by the Bank Manager concerned and a photo copy of the cancelled cheque may also be submitted to this Office for further process. On receipt of the above data, the individual EFT No. for your firm will be created. It should be ensured that the above EFT No. is quoted when the next bills are submitted.

42.0 FINAL PAYMENT AND SETTLEMENT:

- 42.1 On the basis of completion certificate issued by the Engineer for all the works in all the sections covered in this contract, the final bill for the balance payment for each item/sub-item of work shall be submitted by the Contractor along with a clear "NO CLAIM CERTIFICATE". The completion certificate shall be issued by the Engineer only when he has accepted the work wholly after conducting the acceptance tests on each item of work.

43.0 DEDUCTION OF INCOME TAX - TAX AT SOURCE:-

In terms of new section 194-C inserted by the Finance Act, 1972 in the Income Tax Act, 1961 the Railway shall at the time of arranging payments to the contractor (and/or sub-contractor in the case of sub-contractor only when the Railway is responsible for payment of consideration to him under the contract) for carrying out any work (including supply of labour for carrying out any work) under the contract, be entitled to deduct Income tax at source on income comprised in the sum of such payments. The deductions towards Income Tax to be made at source from the payments, due to non-residents shall continue to be governed by section 195 of the Income Tax Act, 1961.



- 44.0 **Wages to Labour:** The Contractor shall be responsible to ensure compliance with the provision of the Minimum Wages Act, 1948 (hereinafter referred to as the "said Act") and the Rules made there under in respect of any employees directly or through petty Contractors or sub-contractors employed by him for the purpose of carrying out this contract. If, in compliance with the terms of the contract, the Contractor supplied any labour to be used wholly or partly under the direct orders and control of the Railways whether in connection with any work being executed by the Contractor or otherwise for the purpose of the Railway such labour shall, for the purpose of this Clause, still be deemed to be persons employed by the Contractor. If any moneys shall, as a result of any claim or application made under the said Act be directed to be paid by the Railway, such money shall be deemed to be moneys payable to the Railway by the Contractor and on failure by the Contractor to repay the Railway any moneys paid by it as aforesaid within seven days after the same shall have been demanded, the Railways shall be entitled to recover the same from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India.

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

If the Contractor directly or through petty Contractors or sub-contractors fails to do so, his failure will be a breach of the contract and the Railway may, in its discretion, rescind the

contract. The Contractor shall also be liable for any pecuniary liability arising on account of any violation of the provisions of the Act.

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

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

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

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

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

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

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

Railway might become liable in contesting such claim. The decision of the Chief Engineer regarding the amount actually recoverable from the Contractor as stated above shall be final and binding on the Contractor.

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

- (i) Contractor is to abide by the provisions of Payment of Wages act & Minimum Wages act in terms of clause 54 and 55 of Indian Railways General Condition of Contract. In order to ensure the same, an application has been developed and hosted on website 'www.shramikkalyan.indianrailways.gov.in'. Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/ updation of Portal shall be done asunder:
- a) Contractor shall apply for onetime registration of his company/firm etc. in the ShramikKalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration in the portal within 7 days of receipt of such request.
 - b) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all LoAs issued in his favour.
 - c) The contractor once registered on the portal, shall provide details of his Letter of Acceptances (LoA) / Contract Agreements on ShramikKalyan portal within 15 days of issue of any LoA for approval of concerned engineer. Engineer shall update (if required) and approve the details of LoA filled by contractor within 7 days of receipt of such request.
 - d) After approval of LoA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on ShramikKalyanportal on monthly basis.
 - e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour& payments made thereof after each wage period.
- (ii) While processing payment of any 'On Account bill' or 'Final bill' or release of 'Advances' or 'Performance Guarantee / Security deposit', contractor shall submit a certificate to the Engineer or Engineer's representatives that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's ShramikKalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till Month, Year."

45 C. Provisions of "The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996" and "The Building and Other Construction Workers' Welfare Cess Act, 1996":The tenderers, for carrying out any construction work, shall get themselves registered with the Registering Officer under Section-7 of the Building and Other Construction Workers Act,1996 and rules made thereto by the concerned State Govt., and submit certificate of Registration issued from the Registering Officer of the concerned State Govt. (Labour Dept.). The Cess shall be deducted from contractor's bills as per provisions of the Act.

46.0 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.

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

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

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

48.(1) Labour Camps: The Contractor shall at his own expense make adequate arrangements for the housing, supply of drinking water and provision of latrines and urinals for his staff and workmen, directly or through the petty Contractors or sub-contractors and for temporary creche (Bal-mandir) where 50 or more women are employed at a time. Suitable sites on Railway land, if available, may be allotted to the Contractor for the erection of labour camps, either free of charge or on such terms and conditions that may be prescribed by the Railway. All camp sites shall be maintained in clean and sanitary conditions by the Contractor at his own cost.

48.(2) Compliance to Rules for Employment of Labour: The Contractor(s) shall conform to all laws, bye-laws rules and regulations for the time being in force pertaining to the employment of local or imported labour and shall take all necessary precautions to ensure and preserve the health and safety of all staff employed directly or through petty contractors or sub-contractors on the works.

48.(3) Preservation of Peace: The Contractor shall take requisite precautions and use his best endeavours to

- (i) Prevent any riotous or unlawful behaviour by or amongst his workmen and other employed directly or through the petty Contractors or sub-contractors on the works and for the preservation of peace and protection of the inhabitants and
- (ii) **Security of property in the neighbourhood of the works.** In the event of the Railway requiring the maintenance of a Special Police Force or in the vicinity of the site during the tenure of works, the expenses thereof shall be borne by the Contractor and if paid by the Railway shall

be recoverable from the Contractor.

48.(4) Sanitary Arrangements: The Contractor shall obey all sanitary rules and carry out all sanitary measures that may from time to time be prescribed by the Railway Medical Authority and permit inspection of all sanitary arrangements at all times by the Engineer, the Engineer's Representative or the Medical Staff of the Railway. Should the Contractor fail to make the adequate sanitary arrangements, these will be provided by the Railway and the cost thereof recovered from the Contractor.

48.(5) Outbreak of Infectious Disease: The Contractor shall remove from his camp such labour and their families as refuse protective inoculation and vaccination when called upon to do so by the Engineer or the Engineer's Representative on the advice of the Railway Medical Authority. Should cholera, plague, or other infectious disease break out, the Contractor shall burn the huts, beddings, clothes and other belongings of or used by the infected parties and promptly erect new huts on healthy sites as required by the Engineer, failing which within the time specified in the Engineer's requisition, the work may be done by the Railway and the cost thereof recovered from the Contractor.

48.(6) Treatment of Contractor's Staff in Railway Hospitals: The Contractor and his staff, other than labourers and their families requiring medical aid from the railway hospital and dispensaries will be treated as private patients and charged accordingly. The Contractors' labourers and their Families will be granted free treatment in railway hospitals and dispensaries where no other hospitals or dispensaries are available provided the Contractor pays the cost of medicines, dressing and diet money according to the normal scale and additional charges for special examinations such as pathological and bacteriological examination, X-Ray, etc. and for surgical operation.

48.(7) Medical Facilities at Site: The Contractor shall provide medical facilities at the site as may be prescribed by the Engineer on the advice of the Railway Medical Authority in relation to the strength of the Contractor's resident staff and workmen.

48.(8) Use of Intoxicants: The sale of ardent spirits or other intoxicating beverages upon the work or in any of the buildings, encampments or tenements owned, occupied by or within the control of the Contractor or any of his employees shall be forbidden and the Contractor shall exercise his influence and authority to the utmost extent to secure strict compliance with this condition.

49. Restrictions on the Employment of Retired Engineers of Railway Services Within One Year of their Retirement: The Contractor shall not, if he is a retired Government Engineer of Gazetted rank, himself engage in or employ or associate a retired Government Engineer of Gazetted rank, who has not completed one year from the date of retirement, in connection with this contract in any manner whatsoever without obtaining prior permission of the President and if the Contractor is found to have contravened this provision it will constitute a breach of contract and administration will be entitled to terminate the contract at the risk and cost of the Contractor and forfeit his Security Deposit.

50.(1) Non-Employment of Labourers below the age of 15: The Contractor shall not employ children below the age of 15 as labourers directly or through petty Contractors or sub-contractors for the execution of work.

50.(2) Medical Certificate of Fitness for Labour: It is agreed that the Contractor shall not employ a person above 15 and below 19 years of age for the purpose of execution of work under the contract unless a medical certificate of fitness in the prescribed form (Proforma at Annexure-VIII as per GCC) granted to him by a certifying surgeon certifying that he is fit to work as an adult, is obtained and kept in the custody of the Contractor or a person nominated by him in this

behalf and the person carries with him, while at work; a token giving a reference to such certificate. It is further agreed that the responsibility for having the adolescent examined medically at the time of appointment or periodically till he attains the age of 19 years shall devolve entirely on the Contractor and all the expenses to be incurred on this account shall be borne by him and no fee shall be charged from the adolescent or his parent for such medical examination.

50.(3) Period of Validity of Medical Fitness Certificate: A certificate of fitness granted or renewed for the above said purposes shall be valid only for a period of one year at a time. The certifying surgeon shall revoke a certificate granted or renewed if in his opinion the holder of it, is no longer fit for work in the capacity stated therein. Where a certifying surgeon refuses to grant or renew a certificate or revoke a certificate, he shall, if so required by the person concerned, state his reasons in writing for doing so.

50.(4) Medical Re-Examination of Labourer: Where any official appointed in this behalf by the Ministry of Labour is of the opinion that any person employed in connection with the execution of any work under this contract in the age group 15 to 19 years is without a certificate of fitness or is having a certificate of fitness but no longer fit to work in the capacity stated in the certificate, he may serve on the Contractor, or on the person nominated by him in this regard, a notice requiring that such persons shall be examined by a certifying surgeon and such person shall not if the concerned official so directs, be employed or permitted to do any work under this contract unless he has been medically examined and certified that he is fit to work in the capacity stated in the certificate.

EXPLANATIONS:

- (1) Only Qualified Medical Practitioners can be appointed as "Certifying Surgeons" and the term "Qualified Medical Practitioners" means a person holding a qualification granted by an authority specified in the Schedule to the Indian Medical Degrees Act, 1916 (VII of 1916) or in the Schedule to the Indian Medical Council Act, 1933 (XXVII) of 1933.
- (2) The Certifying surgeon may be a medical officer in the service of State or Municipal Corporation.

51.0 DEPLOYMENT OF GRADUATE ENGINEERS AND DIPLOMA HOLDERS:-

In terms of provision of new clause 26.A.1 to the General conditions of contract (GCC) contractor shall also employ following Qualified Engineers during execution of the allot works: One Graduate Engineer when cost of the work to be executed is Rs.200 lakhs and above. And One qualified diploma holder when cost of the work to be executed is more than Rs.25lakhs but less than Rs.200 lakhs.

Contractor should also maintain a site office at his own cost where he or his authorized representative would be available for taking instructions and discussions. In addition, technical staff should be available at site whenever required by the Engineer-in-Charge to take instructions. In case the contractor fails to employ the technical staff as aforesaid, he shall be liable to pay a reasonable amount not exceeding a sum of Rs.40000/- (Rupees forty thousand only) in case of Graduate Engineer and Rs.25,000/- (Rupees twenty five thousand only) in case of Diploma holder, for each month of default period or part thereof for the default period. Diploma for this purpose includes Diploma in Railway Engineering awarded by IPWE.

In case of track linking works, the contract should also engage a Retired Permanent Way Mate (technical) or above grade to supervise track linking works till completion of maintenance period. In case, contractor fails to employ the above said staff, he shall be liable to pay an amount of Rs.10,000/- (Rupees Ten Thousand) each month for the period of default.

The decision of the Engineer-in-charge as to the period for which the required technical staff is to be employed by the contractor and as to the reasonableness of the amount to be deducted on

this account shall be final and binding on the Contractor.

52.0 CONTRACT LABOUR AND SAFETY:

- 52.1 Bonded Labour System (Abolition) Ordinance 1975 would apply to the present contract. The contractor shall duly observe the provisions there of.
- 52.2 Railway land, if available, may be allotted to the contractor for the erection of camp sheds, site office, labs, casting yards, fabrication yards etc., on such terms and conditions that may be prescribed by the Railway. All camp sites shall be maintained in clean and sanitary conditions by the contractor at his own cost.
- 52.3 The contractor must ensure the safety of labourer engaged by him during the course of execution of work and /or while crossing the track. The railway will not be responsible for any injury sustained by the labourer or for any fatal accident and the contractor should bear all the loss and expenditure involved.
- 52.4 The contractor will have to make his own arrangement for a sharp look out for train approaching the work spot and warning the labour working on the track sufficiently in advance.
- 52.5 PROVISION OF EMPLOYEES PROVIDENT FUND AND MISCELLANEOUS PROVISIONS ACT 1952 (Authority Railway Board Lr.No.2012/CE-I/CT/0/22 dt.14.12.2012. The contract shall comply with the provisions of Para 30 and 36-B of the Employees Provident Fund scheme, 1952: Para 3 and 4 of Employees Pension Scheme, 1995: and para 7 and 8 of Employees Deposit Linked Insurance Scheme, 1976: as modified from time to time, wherever applicable and shall also indemnify the Railway from and against any claims under the aforesaid Act and the Rules.



53.0 SITE CLEARANCE:

At the end of the work in each section the contractor shall as a part of his contractual obligation leave the area completely cleared of rubbish and obstructions of all kinds according to the instructions of the Railway's representative. Besides, he shall take all necessary steps in the course of the execution of work to avoid the presence of loose earth and ballast on platforms, in drains, on the track formation and path ways in the vicinity. If within a fortnight of completion of the particular item of site work there fuge is not cleared the Railway will arrange to get them moved at the cost of the contractor. However, before the Railway actually gets the site cleared, intimation in writing shall be sent to the contractor.

54.0 FORCE MAJEURECLAUSE:

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.

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

- (i) **Extension due to Modification:** If any modifications have been ordered which in the opinion of the Engineer have materially increased the magnitude of the work, then such extension of the contracted date of completion may be granted as shall appear to the Engineer to be reasonable in the circumstances, provided moreover that the Contractor shall be responsible for requesting such extension of the date as may be considered necessary as soon as the cause thereof shall arise and in any case not less than one month before the expiry of the date fixed for completion of the works.
- (ii) **Extension for Delay not due to Railway or Contractor:** If in the opinion of the Engineer, the progress of work has any time been delayed by any act or neglect of Railway's employees or by other Contractor employed by the Railway under Sub- Clause (4) of Clause 20 of 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. The Engineer on receipt of such request from the Contractor shall consider the same and shall grant such extension of time as in his opinion is reasonable having regard to the nature and period of delay and the type and quantum of work affected thereby. No other compensation shall be payable for works so carried forward to the extended period of time; the same rates, terms and conditions of contract being applicable as if such extended period of time was originally provided in the original contract itself.
- (iii) **Extension for Delay due to Railways:** In the event of any failure or delay by the Railway to hand over the Contractor possession of the lands necessary for the execution of the works or to give the necessary notice to commence the works or to provide the necessary drawings or instructions or any other delay caused by the Railway due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the contract or alter the character thereof or entitle the Contractor to damages or compensation thereof, but in any such case, the Railway may grant such extension or extensions of the completion date as may be considered reasonable.

55. B Extension of Time for delay due to Contractor:

- (i) **With liquidated Damage (LD):** 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 17-A, the Railway may, if satisfied that the works can be completed by the Contractor within reasonable short time thereafter, allow the Contractor for further extension of time (Proforma at Annexure-VII as per GCC) as the Engineer may decide. On such extension the Railway will be entitled without prejudice to any other right and remedy available on that behalf, to recover from the Contractor as agreed damages and not by way of penalty for each week or part of the week, a sum calculated at the following rates of the contract value of the works.

- (ii) 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.

Sl. No.	Duration of extension of time under Clause 17- B	Rate of Penalty
(i)	Up to Twenty percent of original period of completion including period of extension of DOC granted under Section 17A(i)	As decided by Engineer, between 0.01% to 0.10% of contract value for each week or part of the week
(ii)	Above Twenty percent but upto Thirty percent of original period of completion including period of extension of DOC granted under Section 17A(i)	0.20% of contract value for each week or part of the week
(iii)	Above Thirty percent but up to Forty percent of original period of completion including period of extension of DOC granted under Section 17A(i)	0.30% of contract value for each week or part of the week
(iv)	Above Forty percent of original period of completion including period of extension of DOC granted under Section 17A(i)	0.50% of contract value for each week or part of the week

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.

56.0 SETTLEMENT OF DISPUTE AND ARBITRATION:

Reconciliation of disputes: All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the Contractor to the "Chief Engineer" or "Divisional Railway Manager" through "Notice of Dispute" provided that no such notice shall be served later than 30 days after the date of issue of Completion Certificate by the Engineer. Chief Engineer or Divisional Railway Manager shall, within 30 days after receipt of the Contractor's "Notice of Dispute", notify the name of conciliator(s) to the Contractor.

The Conciliator(s) shall assist the parties to reach an amicable settlement in an independent and impartial manner within the terms of contract.

If the parties reach agreement on a settlement of the dispute, they shall draw up and sign a written settlement agreement duly signed by Engineer In-charge, Contractor and conciliator(s). When the parties sign the settlement agreement, it shall be final and binding on the parties.

The parties shall not initiate, during the conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings. The conciliation proceedings shall be terminated:

By the signing of the settlement agreement by the parties on the date of agreement; or

By written declaration of the conciliator, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of declaration; or

By a written declaration of any party to the conciliator to the effect that the conciliation proceedings are terminated, on the date of declaration; or

57.0 MATTERS FINALLY DETERMINED BY THE RAILWAY:

All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the Contractor to the GM and the GM shall, within 120 days after receipt of the Contractor's representation, make and notify decisions on all matters referred to by the Contractor in writing provided that matters for which provision has been made in Clauses 8, 18, 22(5), 39, 43(2), 45(a), 55, 55-A(5), 57, 57A, 61(1), 61(2) and 62(1) of Standard General Conditions of Contract or in any Clause of the Special Conditions of the Contract shall be deemed as 'excepted matters' (matters not arbitrable) and decisions of the Railway authority, thereon shall be final and binding on the Contractor; provided further that 'excepted matters' shall stand specifically excluded from the purview of the Arbitration Clause

58.0 DEMAND FOR ARBITRATION:

58.(1)(i): 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.

58 .(1)(ii)(a): The demand for arbitration shall specify the matters which are in question, or subject of the dispute or difference as also the amount of claim item-wise. Only such dispute or difference, in respect of which the demand has been made, together with counter claims or set off, given by the Railway, shall be referred to arbitration and other matters shall not be included in the reference.

58.(1)(ii)(b): The parties may waive off the applicability of Sub-Section 12(5) of Arbitration and Conciliation (Amendment) Act 2015, if they agree for such waiver in writing, after dispute having arisen between them, in the format given under Annexure XV as per GCC of these conditions.

58.(1)(iii)(a): The Arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by the Railway.

58.(1)(iii)(b): The claimant shall submit his claims stating the facts supporting the claims along with all the relevant documents and the relief or remedy sought against each claim within a period of 30 days from the date of appointment of the Arbitral Tribunal.

58.(1)(iii)(c): The Railway shall submit its defence statement and counter claim(s), if any, within a period of 60 days of receipt of copy of claims from Tribunal, unless otherwise extension has been granted by Tribunal.

58.(1)(iii)(d): Place of Arbitration: The place of arbitration would be within the geographical limits of the Division of the Railway where the cause of action arose or the Headquarters of the concerned Railway or any other place with the written consent of both the parties.

58.(1)(iv): No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defense thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.

58.(1)(v): If the Contractor(s) does/do not prefer his/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the Railways that the final bill is ready for payment, he/they will be deemed to have waived his/their claim(s) and the Railway shall be discharged and released of all liabilities under the contract in respect of these claims.

58.(2): Obligation During Pendency of Arbitration: Work under the contract shall, unless otherwise directed by the Engineer, continue during the arbitration proceedings, and no payment due or payable by the Railway shall be withheld on account of such proceedings, provided, however, it shall be open for Arbitral Tribunal to consider and decide whether or not such work should continue during arbitration proceedings

58.(3) : Appointment of Arbitrator:

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

58.(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.

58.(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.

58.3.(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.

58.(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.

(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.

58.(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).

58.(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.

58.3(c)(iii): (i) Qualification of Arbitrator (s):

- (a) Serving Gazetted Railway Officers of not below JA Grade level.
 - (b) Retired Railway Officers not below SA Grade level, one year after his date of retirement.
 - (c) Age of arbitrator at the time of appointment shall be below 70years.
- (ii) An arbitrator may be appointed notwithstanding the total number of arbitration cases in which he has been appointed in the past.
- (iii) While appointing arbitrator(s) under Sub-Clause 64.(3)(a)(i), 64.(3)(a)(ii), 64.(3)(b)(i)&64.(3)(b)(ii) above, due care shall be taken that he/they is/are not the one/those who had an opportunity to deal with the matters to which the contract relates or who in the course of his/their duties as Railway servant(s) expressed views on all or any of the matters under dispute or differences. A certification to this effect as per annexure- XVI (GCC) shall be taken from Arbitrators also. The proceedings of the Arbitral tribunal or the award made by such Tribunal will, however, not be invalid merely for the reason that one or more arbitrator had, in the course of his service, opportunity to deal with the matters to which the contract relates or who in the course of his/their duties expressed views on all or any of the matters under dispute.

58.(3)(d)(i): The arbitral award shall state item wise, the sum and reasons upon which it is based. The analysis and reasons shall be detailed enough so that the award could be inferred therefrom.

58.(3)(d)(ii): A party may apply for corrections of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award of a Tribunal and interpretation of a specific point of award to Tribunal within 60 days of receipt of the award.

58.(3)(d)(iii): A party may apply to Tribunal within 60 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.

58.(4): In case of the Tribunal, comprising of three members, any ruling on award shall be made by a majority of members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.

58.(5): Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.

58.(6): The cost of arbitration shall be borne by the respective parties. The cost shall inter- alia include fee of the arbitrator(s), as per the rates fixed by Railway Board from time to time and the fee shall be borne equally by both the parties, provided parties sign an agreement in the format given at Annexure XV to these condition after/ while referring these disputes to Arbitration. Further, the fee payable to the arbitrator(s) would be governed by the instructions issued on the subject by Railway Board from time to time irrespective of the fact whether the arbitrator(s) is/are appointed by the Railway Administration or by the court of law unless specifically directed by Hon'ble court otherwise on the matter.

58.(7) Subject to the provisions of the aforesaid Arbitration and Conciliation Act 1996 and the rules there under and relevant para of General Conditions of Contract (GCC) and any statutory modifications thereof shall apply to the appointment of arbitrators and arbitration proceedings under this Clause.

60.0 EXTENSION OF TIME FOR DELAY DUE TO CONTRACTOR

Imposition of token penalty for delay in the completion of work can be contemplated by Railways. The competent authority while granting extension to the currency of the contract may also consider levy of token penalty as deemed fit based on the merit of the case.

61. WARRANTY:

Contractor is responsible for Warranty of all the materials supplied and installed by him for a period of **12 months** from date of issue of completion certificate, which will be considered as date of commissioning of complete system. Completion certificate will be issued by JAG officer after obtaining "No Due" certificate from SSE- In charge stating that all works are completed in all respects. **However item wise warranty will be applicable for supplied items if any specified in the document.**

During the period of warranty contractor shall be responsible for:

- 1) The contractor shall guarantee that all material & equipment to be supplied and installed as per this contract shall be free from defect and fault in design, material, workmanship, and manufacture and shall be of the highest grade and consistent with established and generally accepted standard for materials of the type ordered and in full conformity with the contract specification
- 2) The contractor shall be responsible to the extent expressed in this clause for any defects that may develop under the conditions provided for by the contractor and under proper use, arising from faulty materials, design, or workmanship on the plant or from faulty erection of the equipment under the supervision of the contractor, but not to do so by the purchaser who shall state in writing in what the portion is faulty.
- 3) The Contractor shall remain responsible to arrange replacement and for setting right at his own cost any equipment supplied by him which is of defective manufacture or defective design, or defective material/component become unworkable due to any cause whatsoever. The decision to attend to any damage or defect in work shall be final and binding on the contractor.
- 4) If it becomes necessary for the contractor to replace or renew any defective portions of the system under this clause, the provision of the above clauses shall apply to the replaced/renewed equipment for the period of six months from the date of such replacement or renewal or until date of warranty period whichever may be later. If any defect is not remedied within reasonable time, the Railway may proceed to do the work at contractor's risk and expenses, but without prejudice to any other rights, which the Railway may have against the contractor in respect of such defects.
- 5) If the replacement or renewals are of such a character as may affect the efficiency of the system, the Railway shall have the right to give the contractor within one month from such replacement or renewal notice in writing that test on completion will be carried out at his cost. Should such tests show that the plant sustains the guarantee in the contract; the cost of the tests shall be borne by the purchaser. Should the guarantees not be sustained, the cost of the tests shall be borne by the contractor.
- 6) Until the completion of work, the contractor shall have the right to entry with permission of Railways, at his own risk and representatives, whose names shall have previously been communicated, in writing, to the Railways at all reasonable working hours upon all necessary parts of the works for the purpose of inspecting the working and the records of the plant and taking

notes there from and if he desires at his own risk and expense, making any tests, subject to the approval of the purchaser which shall not be unreasonably withheld

- 7) All inspections, replacement or renewals carried out by the Contractor during the maintenance period shall be subject to the same condition of the contract.
- 8) All replacement and repairs and design change that the Railway shall call upon the contractor to deliver or perform under this warranty period shall be delivered and performed by the contractor within three months, promptly and satisfactorily.
- 9) The decision of the Railway in regard to contractor's liability and the amount, if any, payable under this warranty shall be final and conclusive.
- 10) During failure analysis/de-bugging, if any design deficiency is pointed out by the Railway, the contractor shall rectify it at his own cost

62. 'LETTER OF CREDIT' AS MODE OF PAYMENT (RLY BOARD, NEW DELHI LETTER NO. 2018/CE-I/CT/9 DATED 04.06.2018)

1. 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.
2. This option of taking payment through LC arrangement has to be exercised in IREPS (Indian Railway Electronic Procurement System - the e-application on which tenders are called by Railways) by the tenderer at the time of bidding itself, and the tenderer shall affirm having read over and agreed to the terms and conditions of the LC option.
3. The option so exercised, shall be an integral part of the bidder's offer.
4. 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.
5. In case tenderer opts for payment through LC, following shall be the procedure to deal release of payment through LC:
 - (a) The LC shall be a sight LC
 - (b) The contractor shall select his Advising/Negotiating bank for LC. The incidental cost towards issue of LC and its operation thereof shall be borne by the contractor.
 - (c) SBI, New Delhi, Main Branch will be the nodal branch for issue of LCs based on online requests received from Railway Accounts Units for tenders opened in financial year 2018-19. SBI branches where the respective Railway Accounts Office has its Account (local SBI branch) will be the issuance/reimbursing branch for LC issued under this arrangement. The Bank shall remain same for this tender till completion of contract. The incidental cost @0.15% per annum of LC value, towards issue of LC and operation thereof shall be borne by the contractor and shall be recovered from his bills.
 - (d) The LC shall be opened initially for duration of 180 to 365 days in consultation with contractor. The LC shall be extended time to time as per the progress of the contract, on the request of the contractor. The value of LC to be opened initially as well as extended thereafter shall be finalised by the engineer in consultation with the contractor on the basis of expected progress of work.
 - (e) The LC terms and conditions shall inter-alia indemnify and save harmless the Railway from and against all losses, claims and demands of every nature and description brought or recovered against the Railways by reason of any act or omission of the contractor, his agents or employees, in relation to the Letter of Credit (LC). All sums payable/borne by Railways on this account

shall be considered as reasonable compensation and paid by contractor.

(f) The LC terms and conditions shall inter-alia provide that Railways will issue a Document of Authorisation after passing the bill for completed work, to enable contractor to claim the authorized amount from their bank.

(g) The acceptable, agreed upon document for payments to be released under the LC shall be the Document of Authorisation.

(h) The Document of Authorisation shall be issued by Railway Accounts Office against each bill passed by Railways.

(i) On issuance of Document of Authorisation, a copy of Document of Authorisation shall be posted on IREPS for download by the contractor. A digitally signed copy of Document of Authorisation shall also be sent by Railway Accounts Office to Railway's bank (Local SBI Branch).

(j) The contractor shall take print out of the Document of Authorisation available on IREPS and present his claim to his bank (advising Bank) for necessary payments as per LC terms and conditions. The claim shall comprise of copy of Document of Authorisation, Bill of Exchange and Bill.

(k) The payment against LC shall be subject to verification from Railway's Bank (Local SBI Branch).

(l) The contractor's bank (advising bank) shall submit the document to the Railway's Bank (Local SBI Branch).

(m) The railway's bank (issuing bank) shall, after verifying the claim so received w.r.t. the digitally signed Document of Authorisation received from Railway Accounts Office, release the payment to contractor's bank (advising bank) for crediting the same to contractor's account.

(n) Any number of bills can be dealt within one LC, provided the sum total of payments to contractor is within the amount for which LC has been opened.

(o) The LC shall be closed after the release of final payment including PVC amount, if any, to the contractor.

(p) The release of performance guarantee or security deposit shall be dealt directly by railway with the contractor i.e., not through LC.

63 Police Verification of Labourers: All contractual workers engaged in Railways are subjected to police verification as per the laid down procedures. The Contractor has to ensure the Police Verification of Contractual Staff is done, as it is made mandatory. It is advised to furnish the details of Contractual labourers who obtained Police verification certificate vide **Annexure B** to the Concerned SSE In-charge before commencing of the work.

64. Enrolling Contract staff into labour insurance scheme: For the security of all the labourers under this project should be enrolled in the postal insurance scheme. (AntyodayaShramikSurakshaYojana Scheme) at a minimum premium of Rs 499/- or any other valid labour insurance scheme. The relevant documents shall be submitted this office after the issue of LOA and before stating the work.

Note: The above conditions are guidelines based on GCC. In case of any dispute/confusion the latest GCC shall be final and binding on the contractor.

Tender schedule							
SOUTHERN RAILWAY				SIGNAL AND TELECOM			
PALAKKAD DIVISION							
Name of Work:- Augmentation of Block Working Arrangements by Provision of Solid State Block Instruments in lieu of Existing FM Block Instruments in POY–CNV and VNB–NIL Single Line Block Sections of Palakkad Division, along with Associated EI Alterations and Other Signalling Works at POY and CNV Stations.							
SOR 2022				Annexure A			
Sl.No .	SOR	DESCRIPTION OF WORK	UNIT	Qty	Rate (Rs)	Rate + 44.04% (Rs)	TOTAL Amount (Rs)
1	02_33	Wiring of Relay Inputs to Wago Block and Wago block to Datalogger. Necessary Wagos required is included as per schedule	Unit	140	285.86	411.75	57645.38
2	02_34	Wiring of Analog Voltages from IPS Room to Datalogger. Necessary Wagos required is included as per schedule	Nos	20	285.86	411.75	8235.05
3	03_4	Supply and Provision of Earthing as per RDSO Specification RDSO/SPN/197/2008 or latest (as per Technical Specification enclosed)	Nos	4	28,118.51	40501.90	162007.61
4	05_16	Supply of Underground jelly filled 6 QUAD, 0.9MM Dia as per spec IRS:TC 30-05 with amd 5 or latest	Mtrs	1000	301.05	433.63	433632.42
5	05_30	Supply and fixing of 20 pair Krone module housed in MS box and termination of Cables	Nos	4	3,962.00	5706.86	22827.46
6	05_32	Supply and fixing of 20 pair CT box and termination of cables	Nos	4	4,761.16	6857.97	27431.90
7	05_41	Supply of RCC cable markers (Supply of RCC cable markers as per drawing No.CSTE/CN/OFC/1. The lettering on the cable marker shall be "SIG" / "TELE" / "OFC" as per the instructions of Railway representative at site.) as per drawing enclosed	Nos	20	262.65	378.32	7566.42
8	05_44	Excavation of cable trench in all kinds of soil except hard rocky areas including clearing of roots of trees, rocks, bushes etc. to a depth of 1.0 Mtrs and to a width of 0.3 Mtrs.	Mtrs	500	64.1	92.33	46164.82
9	05_49	Removing/breaking of existing RCC slabs on the Passenger Platform, trenching to a depth of 0.6m to accommodate the additional cables	Mtrs	150	314.41	452.88	67931.42

10	05_52	Excavation of trench to a depth of 1 Mtr. for track crossing of cables, refilling of trench by ramming and consolidating it as per the instructions of Railway representative at site after laying of DWC/RCC pipes. During excavation of trench, it has to be ensured that the excavated soil does not mix with the ballast available. The depth of 1m trench shall be from the bottom of sleepers for track crossings. Laying of cables and DWC pipes is not included in this schedule.	Mtrs	36	385.45	555.20	19987.28
11	05_59	Laying of Signalling/ power/ telecom cable	Mtrs	2000	18.18	26.19	52372.94
12	05_63	Refilling of cable trench 1m depth X 0.3m width	Mtrs	500	15.4	22.18	11091.08
13	05_68	Digging of pit to a depth of 800mm of size 300mmX300mm, casting of concrete foundation of size 300mmX300mmX300mm and Placing of RCC cable markers on top of the foundation and refilling the pit and consolidating it by ramming. The cable markers shall be provided at an interval of 20 Mtrs. within station limits and 50 Mtrs. outside station limits throughout the cable route, diversions and also at every track/ road crossing.	Nos	20	123.35	177.67	3553.47
14	05_72	Road crossing/ Track Crossing through Horizontal Drilling at approximately depth of 1.5 to 2m below the formation level of the earth including insertion of HDPE pipe/DWC pipe along with couplers, drawl of cable (or) direct drawl of cables etc.	Mtr	12	1,351.45	1946.63	23359.54
15	05_74	Blowing/Drawing of OFC cable/ Power cable/Signalling cable inside permanently solid lubricated HDPE Pipe already laid	Mtr	50	23.43	33.75	1687.43
16	07_33	Fabrication and Supply of box suitable for 4 Nos of KLCRs	Nos	4	15,009.60	21619.83	86479.31
17	10_1	Supply of Double walled corrugated pipe - 103.5mm inner dia & 120mm outer dia conforming to specification No. IS 14930(Part 2): 2001 with one coupler for every 6m of pipe as per Technical specification	Mtr	48	365.19	526.02	25248.94
18	10_6	Supply and laying of PVC Warning Tape colour Orange, width of 250mm (10") by printing with black letters 'Indian Railway Signal/Telecom/OFC Cable' on both sides	Mtr	500	46.15	66.47	33237.23
19	10_8	Supply of HDPE Pipe 40mm (outer dia)/33 mm (inner dia) with couplers	Mtr	50	60.93	87.76	4388.18

20	11_26	Excavation of pit, casting concrete foundation and erection of apparatus case full size	Nos	1	11,333.10	16324.20	16324.20
21	11_28	Excavation of pit, casting concrete foundation and erection of apparatus case half size	Nos	1	8,787.04	12656.85	12656.85
22	11_34	Termination of cables on existing terminals	Per Terminal block	100	73.59	106.00	10599.90
23	11_35 a	Termination on 25/60mm PBT terminals (new location (Phynolic sheet))	PTB	50	172.14	247.95	12397.52
24	11_35 b	Termination on PBT fuse block (new location) (Phynolic sheet)	PFB	5	209.93	302.38	1511.92
25	11_36 a	Termination of cables on 25/60mm PBT terminals (existing location)	PTB	100	151.09	217.63	21763.00
26	11_36 b	Termination of cables on PBT fuse block (existing location)	PFB	10	188.86	272.03	2720.34
27	11_72	Provision of HDPE Pipe of dia 40/33 mm	Mtr	50	26.11	37.61	1880.44
28	11_73	Laying of DWC/Split DWC Pipes for Track Crossing/Road Cutting/Trenches	Mtr	12	42.46	61.16	733.91
29	11_90	Releasing of block instruments	Nos	4	1,773.23	2554.16	10216.64
30	11_101	Protection adjustments and re-instating of S&T gears by deputation of Helpers/Unskilled labour for executing additional S&T portion of the works. The work can involve fixing, releasing, dismantling, replacement, excavation, clearing of vegetation, loading and unloading of material and assisting skilled persons etc as per instruction of Railway representative.	Man Days	30	847.59	1220.87	36626.06
31	11_102	Protection, adjustment and re-instating of S&T gears by deputation of Fitter/Wireman/Painter/Welder/ Mason/Cable Jointer (Skilled Labour or Technician) etc., for executing additional S&T portion of works. The work can involve fixing, releasing, dismantling, replacement, painting or alteration of various signalling assets or parts, termination of cables, minor patch work on damages at location box, Plastering, Concreting brick work, wiring alterations, cable jointing etc as per instruction of Railway representatives at size.	Man Days	30	1,073.45	1546.20	46385.92
32	11_103 a	Transportation of Signalling materials upto 100kms	per ton. Km.	250	22.75	32.77	8192.28
Sub Total of Annexure A							1276856.85
Cable				Annexure B			

33	05_1	Supply of 24 Core x 1.5 Sq.mm PVC insulated Armoured, un-screened underground Railway Signalling copper cable as per IRS: S-63/2014 REV.4	Mtrs	1000	388.15	559.09	559091.26
34	05_2	Supply of 12Cx1.5 SQMM PVC insulated Armoured, unscreened underground Railway Signalling copper cable as per IRS: S- 63/2014 REV.4	Mtrs	1000	215.92	311.01	311011.17
Sub Total of Annexure B							870102.43
Non-Schedule items			Annexure C				
35	NS-1	Supply, installation and commissioning of station master's block panel for Single line-SSBPAC(D) as per RDSO/SPN/175/2005 or latest along with supply of block phone as per RDSO/SPN/191/2005 or latest. Inspection by RDSO. (1 Set = 2 Nos)	Set	2	205000.00		410000.00
36	NS-2	Supply, installation and commissioning of microprocessor based SSBPAC(D) for single line including wiring relay rack without Relays as per RDSO/SPN/175/2005 or latest. It includes installation of SPDs, Auto changeover cards, MTs, equipment racks, Relay racks, LMU etc. All other materials required for successful commission of the work to be supplied by the Contractor. Inspection by RDSO. (1 Set = 2 Nos)	Set	2	1355000.00		2710000.00
37	NS-3	Supply of lightening and surge protection devices Class C for Power Lines to block instrument (Inspection by Consignee) (1Set=2Nos.)	Set	2	29000.00		58000.00
38	NS-4	Supply of lightening and surge protection devices Class D for data lines (Inspection by Consignee) (1Set=2Nos.)	Set	2	25000.00		50000.00
39	NS-5	Supply of following relays (Inspection by RDSO) 1. QNN1 4F 4B RELAY - 4 nos. 2. QNA1 8F 8B RELAY - 10nos. 3. QL1 11F 4B RELAY - 4 nos. 4. QN1 8F 8B RELAY - 4 nos.	LOT	2	185000.00		370000.00
40	NS-6	Supply of Auto-change over card which includes one voice modem circuit & one E1 converter circuit - 2Nos (Inspection by Consignee)	Set	2	95000.00		190000.00
41	NS-7	Supply of lightning and surge protection devices for data lines to Auto-Change over card. (Inspection by Consignee) (1Set=4Nos.)	Set	2	55000.00		110000.00
42	NS-8	Supply of Cable PVC insulated single core with plain annealed copper conductor 16/0.2mm dia as per RDSO Spec IRS S-76/89 or latest - Red Color – 2,000Mtrs, Black color	Mtrs	4000	15.00		60000.00

		-2,000Mtrs				
43	NS-9	Supply of Cable PVC insulated Railway Signalling Indoor Multi core cables (40 Core 0.6 mm diameter) as per RDSO Spec IRS S76/89 or latest.	Mtrs	600	405.00	243000.00
44	NS-10	Supply of 6 Core shielded Twisted cable for interfacing maintainer terminal, GPS Module with SSBPAC(D)	Mtrs	600	115.00	69000.00
45	NS-11	Supply of spares like mother board, line protection card etc for SSBPAC (list attached in Tender document).	Nos	1	393707.00	393707.00
46	NS-12	Alteration at POY station of Westrace VLM6 make EI to suit the provision of single section SSBPAC in POY-CNV block section. This includes Design, FAT, TSAA documents and Submission of As Planned and as built interface drawing, application logic & equivalent circuits. Alteration in existing relay room, this include supply of wiring materials required for alteration work, Alteration in datalogger wiring, SAT and commissioning in connection with alteration work. Supply of ASMADE documents as per SR practice. Detailed description in Technical specifications in Tender document.	Per station	1	4505800.00	4505800.00
47	NS-13	Modification in design, of WESTRACE VLM6 based EI system in connection with provision of SSBPAC at kinattukadavu. It includes Alteration in wiring, testing, commissioning at kinattukadavu, Activity of FAT, SAT, TSAA documents. Supply of additional WESTRACE EI items, Supply of As made Documents as per SR practice. Detailed description in Technical specifications in Tender document.	Per station	1	2113999.34	2113999.34
48	NS-14	Supply and Fabrication of work surface (Table) for SM room having dimensions as per site requirement) for placing of Train Signal Register.	Nos	4	5000.00	20000.00
49	NS-15	Supply of Key Lock Checking Relay (KLCR) working on 24V DC, AC Immunized with different ward combinations and contact configuration 4F/4B with 2 extra ward plates and with case, RDSO spec no. RDSO/SPN/219/2016 ver. 1.0 or latest, confirming to IRS S-23, S-34 & S-60, IRS S:46 (Warranty Period : Upto 30 months from the date of delivery.)	Nos	4	15458.00	61832.00

50	NS-16	Supply and provision of Half split DWC duct of standard make 120mm out dia and 103.5 inner dia in already excavated trenches. Half cut DWC needs to be laid on top of and covering all the cables laid in trenches continuously protecting the cables in the trenches as per the instruction of Engineer incharge of the work. Inspection: RITES	Mtr	500	194.25	97125.00
51	NS-17	Submission of all relevant final 'Asmades' of circuit diagrams, contact analysis charts, termination particulars of apparatus cases and cable termination rack, power supply arrangements, relay index board, cable plans, cable route plans, Track bonding plans and all other particulars covered under various schedules. All 'Asmades' shall be prepared by the Contractor in Autocad 2000 or latest and submitted in USB drives. One hard copy of the 'Asmades' check print in spiral bound booklets shall be submitted for checking. The final soft copy of the 'Asmades' shall be in PDF format and approval shall be with digital signature only. All 'Asmades' except cable plan, cable route plan, bonding diagram & power supply diagram shall be prepared in A3 size. U size plans such as cable plan, cable route plan, bonding diagram, power supply diagram etc. shall be measured in A3 size for recording quantity. On approval the contractor shall submit 6 copies of each drawing. Out of 6 sets, 4 sets of drawings and other plans in spiral bound booklets with thick plastic front & back cover duly mentioning the name of station, drawing and reference SIP No. etc. on front, and 2 sets of drawings and other plans shall be kept in transparent plastic cover (2 sheets back to back in one plastic cover) tied with thick plastic front & back cover duly mentioning the name of station, drawing and reference SIP No. etc. on front, and handed over to Railways. In addition to the above, contractor shall submit 2 Nos. USB drives containing approved 'Asmades' in PDF format and corresponding final Autocad files also. The corrections if	Sheets	100	351.36	35136.00

		any, during checking and approval shall be incorporated in the Autocad files by the contractor. The Contractor should certify that drawings in the approved PDF files are same as the drawings in the the Autocad files. (Per Unit= Per A3 sheet)				
52	NS-18	Supply, installation, testing and commissioning of High availability single section digital axle counter system (HASSDAC) as per RDSO Spec. No.RDSO/SPN/177/2012 (ver.3) or latest with amendments with dual track sensor devices. The length of cable shall be 15 mtrs. HASSDAC will be installed, wired, tested and commissioned by OEM's Engineer as per guidelines and TAN issued by RDSO. The pre-commissioning checklist issued by RDSO for HASSDAC will be prepared by OEMs Engineer and signed jointly with Railways before commissioning of HASSDAC. Break-up of items to be supplied under this schedule is to be detailed and submitted. OEM should submit site installation certificate mentioning that HASSDAC has been installed, wired, tested and commissioned by approved vendor of RDSO i.e. by OEM. This schedule also includes installation of clamp type track device (Rail contact) approved by RDSO, laying of separate Double walled anti rodent corrugated pipe from Axle detector to digital axle counter field unit for Tx & Rx	Set	1	825325.30	825325.30

		<p>cables, drawing of cables and making its terminations, fixing of deflector plates. (Double walled anti rodent corrugated pipe made up of High density poly ethylene of suitable diameter, required Nos. of cage clamp type terminals for terminations, and all other accessories as per site requirement are to be supplied by the contractor). This also includes provision of puff seal in HDPE pipe with contractors own material. One set instruction manual, Installation & maintenance manual including Dos & Don'ts, Mechanical drawings of each sub system / rack. Schematic block diagram showing mounting arrangement of various components & details of each type of assembled PCB, Trouble shooting procedure along with test voltages and waveforms at various test points in the PCBs and Pre-commissioning checklist are also to supplied. This includes painting and writing of particulars on indoor and outdoor units. HASSDAC equipment is to be provided with efficient lightning and surge protectors which are also to be supplied with the system. (Supply and provision of Earthing and Supply of underground S&T cables are not included in this schedule) Inspection by RDSO.</p>				
Sub total for Annexure C						12322924.64
Grand total of Annexure A, B & C						14469883.92

- 1) The value of schedule A schedule B and schedule C shall be taken into consideration for evaluation of the tender.
- 2) Tenderers shall quote single percentage rates for Schedule 'A' and Schedule 'B'. For Schedule 'C', rates shall be quoted item-wise for each individual item.
- 3) Collection and transportation of materials from Railway stores depots of Divisions concerned shall be done by the tenderer.
- 4) The rates quoted by the tenderer should be inclusive of all taxes including GST

Inspection Agency
Materials to be supplied by the Contractor for the work as per the schedule and inspection Applicable

Note: Consignee Inspection clause for items as mentioned in the above tender schedule holds good only till the quoted value is below Rs.5lakhs. In the event of the quoted value is more than Rs.5lakhs, then as per Railway Board's letter No. 2000/RS (G)/379/2 dt.29.08.2018 or latest necessary inspection clause (RDSO/RITES) will apply.

I. WITH RDSO INSPECTION

Supply and inspection of materials to be done as per the tender schedule and Railway Board's circular quoted above. Following critical item will continue to be inspected by RDSO as per instruction contained in Board's letter No.74/RS(G)/379/2Pt. dated 4/3/91 and 18/6/91:-

1. EI
2. Colour light signal transformers
3. Electrical signal lamps
4. Point machines
5. Electric Point and lock detector
6. Axle counter equipments
7. All types of signalling relays
8. Key Lock Checking Relay (KLCR Relay)
9. Earth leakage detector
10. Fuses, Fuse Block & Terminal blocks (PBT Type)
11. Terminal blocks Tag blocks
12. ND type fuses as per RDSO Spec.No.: IRS: S-78/92 (to be procured from RDSO approved supplier)
13. Fuse Auto changeover system
14. Supply of Maintenance Free Earthing as per RDSO/SPN/197/2008
15. Cable PVC insulated, armoured, unscreened, underground railway signaling copper cable
16. Telecom Cable 6 Quad Underground, railway Jelly filled for Signal and Telecommunication installation.
17. Thermo shrinkable jointing kit for 6 quad cable
18. 24/48F OFC
19. Electric lifting Barrier
20. Power supply systems, their cards and other sub systems
21. AC-DC Converter, DC-DC Converters of suitable capacities
22. Rechargeable batteries, battery chargers
23. Automatic fire detection and alarm systems
24. BPAC using UFSBI
25. KAVACH
26. Datalogger
27. Advance auxiliary warning system (AAWS)
28. Block instruments;

29. Track feed resistance and choke
30. Electric Key Transmitter
31. E Type lock
32. Failsafe electronic timer, Flasher device
33. FN Mux

II. WITH RITES INSPECTION

1. Double walled corrugated pipe - 103.5mm inner dia & 120mm outer dia conforming to IS:14930(Part 2): 2001 with socket/ coupler.
2. GI Pipes 50mm dia-3.65mm thick and 100 mm dia-4.50 mm thick conforming to IS-1239 amended up to date, with coupling and bends for cable laying on bridges.
3. GI Earth pipe rod
4. Mechanical items such as Signal Post, Ladder, Aspect, Offset Brackets etc.,
5. Supply of A marker aspect, offset brackets of all types
6. Cable termination rack 500/210 capacity
7. Modular Power Supply arrangement for Electronic Interlocking
8. Ripple Battery Charger 230VAC/110VDC, 20A
9. XLPE 70Sq mm Cable

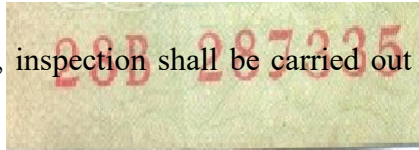
III. WITH CONSIGNEE INSPECTION

1. Cable Transit system
2. Fluke Hand Held True RMS Clamp meter
3. Battery Analyzer
4. Hand Held True RMS Multi Meter
5. Hand Held Digital Insulation Resistance Tester
6. Relay based Emergency Panel
7. Automatic Factory Acceptance Tests and Square sheet testing.
8. Dual Card RS232 to E1 converter, Protocol Converter, Printer, Data concentrator,
9. Wall mounted maintainers Tool kit frame
10. Ethernet LAN Cable – CAT 5e/6e
11. LAN Extender, Ethernet Switch
12. Cable Route Tracer,
13. PC based display system
14. EI Racks, Relay Racks, Simulation Panels, NI Panels, Fault Analysis Terminals, VDU of different sizes, Embedded PC, Aluminium Ladders, PVC cable troughs etc.,
15. Supply of Power equipment stand
16. Ladder material, Deflector plates and other associated items
17. class A (lightning protection system)
18. Cable markers (RCC) as per schedule
19. DIN channel for the terminal
20. END plates for modular terminal block
21. END clamp for modular terminal block
22. Shorting link insulated
23. Operating tool, screw drivers and stripper
24. Fuse links of (400mA, 630mA, 1A, 1.6A, 2A, 4A, 6.3A & 10A)
25. Tool Kit for installation and Maintenance of MSDAC and EI

26. Rack mountable 48 FMS
27. Power & Surge analyser
28. SPD Life tester
29. Galvanization of Signal posts, ladders, point rods etc.,
30. Supply of Surge Protection Device
31. Supply of 20 pair CT box
32. Supply of OFC joint Enclosure and FMS box
33. Supply of Power equipment stand
34. Operator VDU table, Maintainer/Datalogger VDU table and chairs
35. Supply of Surge Protection Device
36. Cement
37. EWS locks with keys (one key for 10 locks)
38. Foundation bolts, nuts & washers for apparatus cases of size 20mmx460mm to Drg.No.SA 112 A/M
39. G.I. wire for earthing
40. 50mmX6mm/40mmX6mm M.S. flat for earthing
41. Hard wood shelf plank 37mm thick for apparatus cases.
42. Phynolic synthetic industrial fibre base fine weave cotton fibre sheet - 6mm thick to IS specification 2036 - 1995 - Type F5 sheet of 6mm thick for termination of cables in apparatus cases and diagnostic panel, and 3mm thick for FTOT/ relay rack blanking.
43. HRC fuse block and fuses of required ratings
44. T.W. planks 25mm thick, for fixing track feed resistance, anti-tilting arrangements for shelf type relays, for fixing EKT and for manufacturing Termination Box, Toolbox.
45. TW planks 50X150mm, 50mmx50mm, 25mmx100mm and 25mmx150mm thick for control panel frame, cable clamps and fixing cables.
46. Distilled water plant.
47. Coloured twine balls.
48. Common salt for earthing.
49. Copper Battery lugs and eye lugs.
50. Copper eyelets for 16/0.2mm and 1/1.5 sq.mm wires
51. Copper tape 20mm x 1.5mm for Bus Bar.
52. Cotton waste, Grease Yellow, Honeybee Wax and Insulating tapes.
53. Electrolytic Condensers of rating depending on the circuitry requirements. The voltage rating shall not be less than twice the working voltage of the circuit.
54. Emery and sandpapers & Firewood.
55. Fixing bolts and nuts (brass) for Terminal blocks and Fuse Blocks in FTOT & for fixing plug-in type relays, 50 Way terminal boards etc.
56. Flexible conduit Pipes.
57. Kerosene Oil & Oil axle mineral.
58. Lead wool for packing signal poles.
59. MS angles 25mmx25mmx6mm, 50mmx50mmx6mm for manufacturing relay fixing frames.
60. MS flats 50mmx6mm & 25mmx6mm for manufacturing relay frames, Signal collar rings, clamps for bridges, boards, for fixing equipment in apparatus cases and also for fixing 'E' type locks on doors of apparatus cases, and for latching arrangement.
61. Paints of all kinds for IS Specification including anticorrosive paints.

62. Petroleum jelly.
63. Phenolic Laminated Sheet (Hylam sheet)
64. Pipe locks/G.I. Locks/NAVTAL locks-6 levers/Padlocks - 50mm with keys.
65. PVC hose pipes of sizes.
66. PVC sleeves of sizes.
67. PVC/Nylon sleeves (Sq. Type) for writing cable core particulars
68. Raw wood varnish.
69. River sand (Coarse/Fine) or M-sand (Coarse/Fine)
70. Rosin core best quality.
71. Rubber grommets, rubber mat
72. Solder soft high grade.
73. Split pins for all mechanical fittings.
74. Stone Jelly (20-25mm)
75. Tags for terminals.
76. Terminal lugs (copper) for all sizes of wires.
77. Turpentine
78. Wire netting arrangement for CLS units
79. Wood screws (Brass of sizes & nails of sizes)
80. Reinforcement steel as per schedule
81. Transformers other than 230/110V rating.
82. UPS

For items valued above ₹5 lakh, inspection shall be carried out by RITES or as instructed by the Railway official in charge.



Annexure V

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

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

M/s_____ (hereinafter called the tenderer) for the purpose of the Tender documents for the work of _____ as per the tender No._____ of _____(Railway)**, do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

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

9. I/we also understand that if the contents of the certificate submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of Bid Security/Security Deposit and Performance guarantee and may also lead to any other action provided in the contract including banning of business for a period of up to two year.

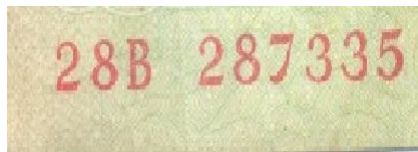
10. I/We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I am/We are not from such a country or, if from such a country, have been registered with the competent Authority. I/We hereby certify that I/we fulfil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

SEAL AND SIGNATURE OF THE TENDERER

Place:

Dated:

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

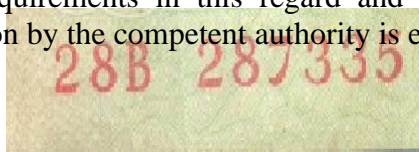


Annexure V (A)

(This certificate is to be given by attorney/authorized signatory /each member of partnership firm/joint venture (JV)/Hindu Undivided family (HUF)/Limited liability partnership (LLP) etc.)

I/we(Name), attorney authorized signatory of the(constituent firm/constituent partner) and member /partner of -----
----- (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 fulfill all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed.).



SEAL AND SIGNATURE OF THE TENDERER

Place:

Dated:

Annexure –VIA

(Bid Security)

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

Name of the Bank: -----

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

Beneficiary: Railway

Date:.....

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

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

WHEREAS, the Bidder is required to furnish Bid Security for the sum of [Insert required Value of Bid Security], in the form of Bank Guarantee, according to conditions of Bid. AND WHEREAS,[Insert Name of the Bank], with its Branch[Insert Address] having its Headquarters office at..... [Insert Address], hereinafter called the Bank, acting through[Insert Name and Designation of the authorized 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.

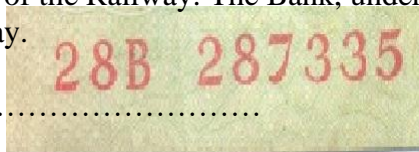
8. The expressions Bank and Railway herein before used shall include their respective successors and assigns.

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 –

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

Date
Place.....



Bank's Seal and authorized signature(s)
[Name in Block letters]
[Designation with Code No.].....
[P/Attorney] No.

Witness:

a. Signature, Name & Address & Seal

Signature, Name& address & Seal

Bank's Seal
[P/Attorney]No.

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

Annexure –VIB

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)

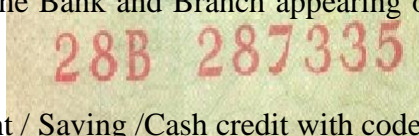
NATIONAL ELECTRONIC FUND TRANSFER /
ELECTRONIC CLEARING SERVICE (CREDIT CLEARING)
MODEL MANDATE FORM

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

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

Unique Contractor / Vender code

- 1) Investor / Customer's Name and address
- 2) EMAIL ID Telephone No...
- 3) Particulars of Bank Account
- 4) a) Name of the Bank
- 5) b) Name of the Branch
- 6) Address & Telephone No.
- 7) 9 Digit code number of the Bank and Branch appearing on the MICR cheque issued by the bank
- 8) IFSC Code of the branch
- 9) Type of Account (Current / Saving /Cash credit with code 10/11/13)
- 10) Ledger and ledger folio No
- 11) Account Number (appearing on cheque book)
- 12) Date of effect



(In lieu of the bank certificate to be obtained as under, please attach a bank cancelled cheque or photo copy of a cheque or front page of your saving pass book issued by your bank for verification of the above particulars

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at for reasons of the incomplete or incorrect information. I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge the responsibility expected of me as a participant under the scheme

Date:

Signature of the Investor / Customer

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

Bank's Stamp

Signature of the Authorized Official of the Bank

Annexure B**POLICE VERIFICATION**

Photo of applicant
signed by
contractor

Sl.No	Particulars	
1	Full name with aliases	
2	Parent,s name	
3	Nationality	
4	Present address in full with police station & District	
5	Period of residence	
6	Home/permanent address in full with police station &	
7	Address with police stations and district where the applicant has resided continuously for more than 6 months in the past 5 years	
8	Aadhar Number**	
9	The applicant has been involved in a criminal case as accused (Yes/No). If yes ,then details	
10	The applicant has been arrested in connection with a criminal case(yes/no). If yes, then details.	
11	The applicant has been convicted for a criminal offence (yes/No). If yes, then details.	

**Optional

Declaration (by applicant): I certify the above information is correct and complete to the best of my knowledge and belief:

Signature of applicant

Place:

Signature of Railway supervisor

Date: Place:

Date:

Police certificate

The details as stated above are correct & the above person does not have any criminal case registered or pending against him in any court of law as per official records available.

Counter signature of authorized signatory with stamp.

Annexure

Required spare sets for SSBPAC			
S.No	Description	Unit	QTY
1	Supply of Line Protection card (EFF-728M or latest)	Nos.	1
2	Supply of Adaptor Card (EFF-690M1 or latest)	Nos.	1
3	Supply of display card of Block Panel (EFF-688M or latest)	Nos.	1
4	Supply of Auto-change over card with modem & converter	Nos.	1
5	Supply of lightning & surge protection devices	Nos.	1
6	Supply of Non-Vital output module (EFF-531M3 or latest)	Nos.	1
7	Supply of Vital Output Module (EFF-532M3 or latest)	Nos.	1
8	Supply of voter card module (EFF-530M2 or latest)	Nos.	1
9	Supply of Communication card Module (EFF-533M5 or latest)	Nos.	1
10	Supply of Input Module (EFF-529-M3 or latest)	Nos.	1
11	Supply of CPU module (EFF-528M7 or latest)	Nos.	1
12	Supply of Scrambler card (EFF-645M1 or latest)	Nos.	1
13	Supply of Section buzzer PCB (EFF-568M1 or latest)	Nos.	1
14	Supply of 2 out of 3 PCBs (EFF-989 or latest)	Nos.	1
15	Supply of Block Telephone Sets	Nos.	1
16	Supply of USB to RS232 Converter	Nos.	1