

TENDER AT A GLANCE
WESTERN RAILWAY
MUMBAI CENTRAL
ELECTRICAL POWER DEPARTMENT

Tender No.	: EL 4/2/379/WA/36 (R-7) dated.10-06-2026
Name of work	: Churchgate - Consultancy services for Air Conditioning of GLO, Annex Building and Churchgate station building of Western Railway Headquarters Office.
Approximate cost of work	: Rs. 19,47,000/- (Including GST @ 18%) (Two Packet System)
Bid Security	: Rs.38,900/-
Completion period	: Nine Months
Validity of offer	: 90 days
Tender closing date and time	: 15.07.2026 at 15.00 Hrs
Tender opening date and time	: 15.07.2026 at 15.30 Hrs
Website	: http://www.ireps.gov.in

Tender Inviting Authority

**Senior Divisional Electrical Engineer (Electrical Power),
Western Railway, Mumbai Central,
Mumbai – 400008**

INDEX

Sr. No.	DESCRIPTION	PAGE No.
	Tender At a Glance	01
	Index	02 - 05
	e-Tender Notice (NIT)	06 - 07
	Check List Documents to be submitted along with The tender	08 - 09
PART-I	PREAMBLE	10
1.0	Tender No	10
2.0	Name of Work	10
3.0	Scope of Work	10
4.0	Location	10
7.0	Eligibility Criteria For Tenderers	10
7.1	Bid Capacity	10
7.2	Bid Capacity Note	10 - 11
8.0	Tender Credentials	11
9.0	Execution of Contract Documents	12
10.0	Sale of tender document	12
11.0	Date and time of submission	12
12.0	Date and time of Opening	12
13.0	Validity period	12
14.0	Tender Notice	12
15.0	Terms & conditions	12
16.0	Guarantee/Defect Liability	12
17.0	Manner of Payment	12
18.0	Addresses	12
	TENDER FORM (First Sheet) Annexure-I	13
PART-II	INSTRUCTIONS TO TENDERERS	14
1.	Tender Document	14
1.3	Order of Precedence of Documents	14
1.4	Interpretations	14
1.5	Definitions	14 - 15
1.6	Tender Form	16
2.	Work Site	16
3.	Submission of tender, Documents	16 - 17
4.	Opening of tender	17
5.	Validity of offer	17
6.	Prices	17
6.iii	Duties, Taxes, Royalty etc.	17
7.	Percentage Tender	17
8.	Foreign Exchange	18
9.	Bid Security	18 - 19
10.	Eligibility Criteria	20
10.1	Technical Eligibility Criteria	20 - 21
10.2	Financial Eligibility Criteria	21
10.3	Bid Capacity	21 - 22
11.	Security deposit	22 - 23
11.5	Refund of Security Deposit	23
12.	Performance Bank guarantee	24 - 25
13.	Care in Submission of Tenders	25 - 26
14.	Consideration of Tenders	26
14.1	Right of Railway to Deal with Tenders	26
14.3	Make in India Policy	26
14.4	Permission to Bid for a bidder from a country which shares Land boundary with India	26

14.5	Clarification of Bids	26
15.	Execution of Contract Document	26
16.	Form of Contract Document	27
17.	Documents to be Submitted Along with Tender	27 – 28
18.	Power of Attorney	28
19.	Employment/Partnership etc. of Retired Railway Employees	28
20.	Participation of Joint Venture (JV) in Works Tender	29
21.	Participation of Partnership Firms in works tenders	29 – 30
22.	Acceptance of tender	31
23.	Deviations	31
24.	Price Variation Clause (PVC)	31
25.	General Condition of Contract	31
26.	Addresses	31

PART-III	SPECIAL CONDITION OF CONTRACT (SCC)	
1.	General	32
1.3	Interpretation	32
2.	Scope of Work	32
3.	Intent Of Specifications	32
4.	Specifications And Schedules	32
5.	Site Working Conditions	33
6.	Materials And Equipment	33
6.1	Procurement of Material	33
6.2	Approved Make	33
6.3	Inspection of Material	33
6.4	Mobilization of material & resources	33
6.5	Accountal of released material	33
7.	Contractors organization	34
8.	Co-ordination of work at site	34
9.	Execution, Co-Relation and Intent of Contract Documents	34
10.	Law Governing the Contract	34
11.	Communication to be in Writing	34
12.	Service of Notices on Contractors	34
13.	Assignment or Subletting of Contract	34
14.	Assistance by Railway for the Stores to be Obtained by the Contractor	35
15.	Railway Passes	35
16.	Representation on Works	35
17.	Excavated Material	35
18.	Indemnity by Contractors	35
19.	Extension of Time in Contracts	35
20.	Illegal Gratification	36 – 37
21.	Compliance to Engineer's Instructions	37
22.	Alterations to be Authorised	37
23.	Extra Works	37
24.	Working During Night	37
25.	Damage to Railway Property or Private Life and Property	37
26.	Provision of Efficient and Competent Staff at Work Sites by the Contractor	37 – 38
27.	Workmanship & Quality of work	38
27.5	Removal of Improper Work and Materials	38
28.	Facilities for Inspection	38
29.	Examination of Works before Covering up	38
30.	Contractor to Supply Water for Works	39
31.	Water Supply from Railway System	39

32.	Contractor to Arrange Supply of Electric Power for Works	39
33.	Electric Supply from the Railway System	39
34.	Precautions During Progress of Works	39
35.	Roads and Water Courses	39
36.	Provision of Access to Premises	39
37.	Safety of Public	39
38.	Display Board	39
39.	Rates for Items of Works	39 - 40
40.	Rates for Extra Items of Works	40
41.	Handing over of Works	40
42.	Clearance of Site on Completion	41
43.	Off loading of Parts of Work	41
44.	Variations in Extent of Contract / Quantity Variation	42 - 43
45.	Signing of 'No Claim Certificate'	43
46.	Quantities in Bill(s) of Quantities Annexed to Contract	43
47.	Method of Measurement	43
48.	Progress Report	44
49.	Certification Of Work	44
50.	Completion of Work	44
50.2	Maintenance Certificate	44
50.3	Cessation of Railway's Liability	45
50.4	Unfulfilled Obligations	45
51.	Final Payment	45
51.1	Settlement	45
52.	Supply of Materials, Tools, Plants and Equipments, Spare Parts by the Railway	45
53.	Security of men, material & work	45
54.	Drafting of vehicles	45
55.	Indemnity	45
56.	Guarantee/ Defect Liability	46
57.	Other documents	47
58.	Test Certificates	47
59.	LABOUR	47
59.1	Wages to Labour	47
59.2	Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952	47
59.3	Updation of Labour Data on Railway's Shramikkalyan Portal	47
59.4	Safety Measures / Reporting of Accidents	48
59.5	Compliance to Rules for Employment of Labour	48
59.6	Restrictions on the Employment of Retired Engineers of Railway Services Within One Year of their Retirement	48
60.	DETERMINATION OF CONTRACT - Right of Railway to Determine the Contract	48
61.	Arbitration	48
62.	Letter of Credit as mode of payment	49 - 50
63.	Explanatory Note	51
64.	Safety Instructions	52 - 53

PART-IV	ANNEXURES	
	Annexure-I Tender Form	13
	Annexure-II Certificate of No Relative Being an Employee of Western Railway	54
	Annexure-III Certificate of Information regarding Employment/ Partnership etc. of Retired Railway Employees with the tenderer	55
	Annexure-IV Contract Agreement of Works	56
	Annexure-V Format for Certificate to be submitted / uploaded by Tenderer alongwith the tender documents	57 – 58
	Annexure – V (A) Proforma for attorney/authorized signatory/each member of Partnership firm/Joint Venture (JV) / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc)	59
	Annexure-VI Tenderer's Credentials (Bid Capacity)	60 – 61
	Annexure-VIA Bid Security	62 – 64
	Annexure-VIB Annual Contractual Turnover Data for the Previous 3/4 Years (Contractual Payment Only)	65
	Annexure-VII Proforma for Time Extension	66
	Annexure-VIIA Proforma for 14 Days Notice for Offloading of Part of Contract work	67
	Annexure-VIIB Proforma for Notice for Part of Contract work Offloaded	68 – 69
	Annexure-VIII Certificate of Fitness	70
	Annexure-IX Proforma of 7 Days' Notice	71
	Annexure-X Proforma of 48 Hrs. Notice	72
	Annexure-XI Proforma of Termination Notice	73
	Annexure-XII Proforma of 48 Hrs. Notice (Part Termination)	74
	Annexure-XIII Proforma of termination Notice (Part Termination)	75
	Annexure-XIV Final Supplementary Agreement	76 – 77
	Annexure-XV Agreement towards Waiver Under Section 12(5) and Section 31(A)(5) of Arbitration and Conciliation (Amendment) Act	78
	Annexure-XVI Certification by Arbitrators appointed under Clause 63 & 64 of Indian Railways General Conditions of Contract	79
	Annexure XVII Insurance Surety Bond for Performance Security	80 to 82
	Annexure – XVIII Technical Credentials	83
PART-V	TENDER SCHEDULE, SPECIFICATIONS & MAKE LIST	
	Schedule of Approximate Quantities & Rates	84 to 85
	Scope of Work	86 to 104
	GCC Terms and Condition	105 to 110
	Make List	110 to 113

NOTICE INVITING TENDER (NIT)
(E- OPEN TENDER)

Sr. Divisional Electrical Engineer (Power), Western Railway, Mumbai Central for and on behalf of President of Union of India invites E-tender to the following electrical work:

Tender No :	EL 4/2/379/WA/36(R-7) dated. 10/06/2026.
Name of the work	Churchgate - Consultancy services for Air Conditioning of GLO, Annex Building and Churchgate station building of Western Railway Headquarters Office.
Estimated cost of work	Rs. 19,47,000/- (Including GST @ 18%) (Two Packet System)
Bid Security	Rs. 38,900/-
Completion period	Nine Months
Cost of tender documents	Nil
Date & time of submission	Not later than 15.00 Hrs of 15/07/2026 in the prescribed manner.
Date and time of opening	The tender will be opened at the office of Sr. Divisional Electrical Engineer (Power), Western Railway, Mumbai Central, Mumbai – 400 008 on date 15/07/2026 at 15.30 hrs.
Website particulars	The tender can be viewed and submitted through website http://www.ireps.gov.in .
Validity of offer	90 days from the date of opening

A. The tenderer shall satisfy following Eligibility criteria:

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

1. The e-Tender can be viewed and submitted through website <http://www.ireps.gov.in> only. Submission of manual offers against e-tender are not allowed. Manually, if submitted shall neither be opened nor considered.
2. Tenderer(s) may satisfy themselves before submission of his/her/their offer(s) regarding his/her/their financial status, previous experience and ability to execute work including by seeing actual site and locality of the work and all location liable to be encountered during execution of work and may be required to submit/demonstrate evidence.
3. In case the date of submission / opening is declared as holiday by the Central Govt., then the tender shall be opened on next working day in the same manner.
4. The Bid Security shall be deposited either in cash through e-payment gateway or submitted as Bank Guarantee bond from a scheduled commercial bank of India or as mentioned in tender documents.
5. Tenders not accompanied with Bid Security shall be summarily rejected. (Please see para 9. Bid Security)

Tenderer Credentials:

Documents testifying tenderer previous experience and financial status should be produced along with the 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) TDS / TRACES Form 26AS, Audited Balance Sheet, Profit & Loss Statement duly certified by the Chartered Accountant regarding contractual payments received in the past.
- (iii) The list of personnel / organization on hand and proposed to be engaged for the tendered work. Similarly list of Plant & Machinery available on hand and proposed to be inducted and hired for the tendered work.
- (iv) A copy of certificate stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the certificate to be submitted by the bidder is enclosed as Annexure-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 there under.
- (vi) (a) In case of any information submitted by tenderer is found to be false, forged or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender Bid Security besides banning of business for a period of upto two years.
 (b) In case of any information submitted by tenderer is found to be false, forged or incorrect after the award of contract, the contract shall be terminated. Bid Security, Performance Guarantee and Security Deposit available with the railway shall be forfeited. In addition, other dues of the contractor, if any, under this contract shall be forfeited and agency shall be banned for doing business for a period of upto two years.
- 6. Non-compliance with any of the conditions set forth therein above is liable to result in the tender being rejected.

CHECK LIST FOR DOCUMENTS TO BE SUBMITTED ALONG WITH THE TENDER
(To be filled by Tenderer)

Sr. No.	Item	Yes / No (with remarks if any)
1	Name of the firm:-	
2	EMD / BID SECURITY as per Para No. 9 of this Tender Document. (Bid Security clause no. 5 of Annexure – I of GCC)	Yes / No
3	PAN CARD	Yes / No
4	GST Registration Certificate (Clause No. 13 of Annexure – I of Tender Document)	Yes / No
5	Affidavit / Certificate as per Annexure-V of this Tender Document. (online submission of Annexure-V on IREPS)	Yes / No
6	Annexure-V(A) of this Tender Document. (As per ACS no.2 of GCC April 2022) (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.)	Yes / No
7	Declaration for Non-employment of retired gazette officers of Railway. (As per clause 16 of GCC April 2022)	Yes / No
8	Certificate of No Relative being an Employee of Western Railway. (As per Annexure – II).	Yes / No
9	Certificate of Employment / Partnership, etc. of Retired Railway Employees – Annexure-III [If information as required as per Annexure-III above has not been furnished, contract is liable to be dealt in accordance with provision of clause 62 of the Standard General Condition of contract.]	Yes / No
10	The tenderer shall clearly specify whether the tender is submitted on his own (Proprietary Firm) or on behalf of a Partnership Firm / Company / 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 as applicable mentioned below: (Clause No. 17 of Annexure – I of this Tender Document and Clause No. 14 of GCC)	Proprietor / Pvt. Ltd. / PSU / Partnership / Govt. Deptt. / Others (specify)
a	Sole Proprietor – An undertaking on suitable stamp paper to this effect clearly mentioning PAN number.	Yes / No
b	HUF: 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.	Yes / No
c	Participation of Partnership Firms in works tenders: (i) A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar. (ii) A notarized or registered copy of Power of Attorney in favour of the individual to tender for the work, sign the agreement etc. and create liability against the firm. (iii) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP in which they were / are partners/members.	Yes / No

	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.	
d	<p>Company registered under Companies Act 2013</p> <p>(i) The copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company.</p> <p>(ii) A copy of Certificate of Incorporation</p> <p>(iii) A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company.</p>	Yes / No
e	<p>LLP (Limited Liability Partnership): If the tender is submitted on behalf of a LLP registered under LLP Act- 2008, the tenderer shall submit along with the tender:</p> <p>(i) A copy of LLP Agreement</p> <p>(ii) A copy of Certificate of Incorporation</p> <p>(iii) A copy of Power of Attorney/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</p> <p>(iv) An undertaking by all partners of the LLP that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were / are partners/members. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.</p>	Yes / No
f	<p>Registered Society & Registered Trust:</p> <p>(i) A copy of the Certificate of Registration</p> <p>(ii) A copy of Memorandum of Association of Society/Trust Deed</p> <p>(iii) A copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust.</p> <p>(iv) A copy of Rules & Regulations of the Society</p>	Yes / No
11	Valid Electrical Contractor License (As per NIT Clause of this tender document).	Yes / No
12	Supporting documents for Technical Eligibility Criteria as per clause 10.1 of Annexure – I of this tender document. (As per Clause 10.1 of GCC April 2022) TECHNICAL CREDENTIALS: Work Completion Certificate as per format enclosed in Annexure – XVIII.	Yes / No
13	Supporting documents for Financial Eligibility Criteria: as per clause 10.2 of Annexure – I of this tender document. (As per Clause 10.2 of GCC April 2022)	Yes / No

Note:

- i) The above listed documents to be submitted along with the bid are indicative and not exhaustive.
- ii) In addition to above, any other documents required as per Tender Document (all documents uploaded with tender notice) shall also be submitted / uploaded by the tenderer/bidder.
- iii) No Technical and Financial credentials are required for tenders having advertised value up to Rs.50 lakh.

PREAMBLE

1.0 Tender No:

EL 4/2/379/WA/36(R-7) dt. 10/06/2026

2.0 Name of Work:

“Churchgate - Consultancy services for Air Conditioning of GLO, Annex Building and Churchgate station building of Western Railway Headquarters Office.”

3.0 Scope of Work:

The scope shall include Design, Manufacture, Supply, Installation, Testing and Commissioning as specified in the Schedule of Rates and Quantities., explanatory notes, technical specifications and other documents of the tender.

4.0 Location:

The Proposed work is to be carried out on various Stations / locations in Mumbai Division of Western Railway in the state of Maharashtra & Gujarat, as specified in the tender.

5.0 Cost of work:

Rs. 19,47,000/- (Rupees Nineteen Lakhs Forty Seven Thousand only) (Including GST @ 18%) (Two Packet System)

6.0 Period of completion:

The work in all respect shall be completed within **Nine Months** from the date of issue of letter of acceptance.

7.0 Eligibility Criteria for Tenderers:

- (i) As per notice inviting tender (N I T) and in terms of **Para 10** of Tender Form Second Sheet.
- (ii) No Technical and Financial credentials are required for tenders having value up to Rs 50 lakh.

7.1 Bid Capacity

As per **GCC April 2022** with latest amendments, and it can be downloaded from website www.indianrailways.gov.in/railwayboard>>“About Indian Railways”>> “Railway Board directorates”>>“Civil Engineering”>>“policy Matters”>>IR General Condition of contract, **APRIL - 2022”**.

7.2 Note:

- (i) The e-Tender can be viewed and submitted through website <http://www.ireps.gov.in> only. Submission of manual offers against e-tender are not allowed. Manually, if submitted shall neither be opened nor considered.
- (ii) The tenderer may note that copies of completion certificates, Form 26AS TDS TRACES, copies of documents in support of eligibility criteria and contractual amount received required for fulfilment of minimum eligibility criteria must be submitted along with the offer. On the above subject there will be no post tender correspondence.
- (iii) Work experience certificate issued by Central Govt./State Govt./Semi Govt. Organizations/ authorities, PSUs Govt. of India/ State Govt. shall only be considered. 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.

- (iv) 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.
- (v) Tenderer(s) may satisfy themselves before submission of his/her/their offer(s) regarding his/her/their financial status, previous experience and ability to execute work including by seeing actual site and locality of the work and all location liable to be encountered during execution of work and may be required to submit/demonstrate evidence.
- (vi) In case the date of submission / opening is declared as holiday by the Central Govt., then the tender shall be opened on next working day in the same manner.
- (vii) The Bid Security shall be deposited either in cash through e-payment gateway or submitted as Bank Guarantee bond from a scheduled commercial bank of India or as mentioned in tender documents. The Bank Guarantee bond shall be as per **Annexure-VIA** and shall be valid for a period of **90 days** beyond the bid validity period.
- (viii) Tenders not accompanied with Bid Security shall be summarily rejected.
- (ix) All documents being submitted by the tenderer shall be duly attested.

8.0 Tenderer Credentials:

Documents testifying tenderer previous experience and financial status should be produced along with the 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) TDS / TRACES Form 26AS, Audited Balance Sheet, Profit & Loss Statement duly certified by the Chartered Accountant regarding contractual payments received in the past.
- (iii) The list of personnel / organization on hand and proposed to be engaged for the tendered work. Similarly list of Plant & Machinery available on hand and proposed to be inducted and hired for the tendered work.
- (iv) A copy of certificate stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the certificate to be submitted by the bidder is enclosed as **Annexure-V**. 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 there under.
- (vi) (a) In case of any information submitted by tenderer is found to be false, forged or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender Bid Security besides banning of business for a period of upto two years.
(b) In case of any information submitted by tenderer is found to be false, forged or incorrect after the award of contract, the contract shall be terminated. Bid Security, Performance Guarantee and Security Deposit available with the railway shall be forfeited. In addition, other dues of the contractor, if any, under this contract shall be forfeited and agency shall be banned for doing business for a period of upto two years
- (vii) Non-compliance with any of the conditions set forth therein above is liable to result in the tender being rejected.

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

10.0 Sale of tender document

Tender can be viewed and submitted through website <http://www.ireps.gov.in> only.

11.0 Date and time of submission

The tender should be submitted on prescribed form through website <http://www.ireps.gov.in> only not later than 15:00 Hrs of date of tender opening.

12.0 Date and time of Opening

The tender will be opened in the Office of addressee specified for general correspondence and tender dealing i.e Sr. Divisional Electrical Engineer (Power), Western Railway, Mumbai Central on date of tender opening at 15:30 Hrs.

13.0 Validity period

90 days from the date of opening of Tender

14.0 Tender Notice

Enclosed as Notice Inviting Tender (NIT).

15.0 Terms & conditions:

Enclosed Special conditions of contract, prices & payment, specifications, schedule of work, explanatory notes including instructions to Tenderers and General conditions of contract with latest amendments etc. shall be treated as part of tender document.

16.0 Guarantee/Defect Liability

The Contractor shall guarantee satisfactory working of all the equipment & the installations erected by him, irrespective of origin (imported or indigenous) shall be guaranteed for trouble free and satisfactory performance for a period mentioned in the **SCOPE OF WORK OF TENDER BOOKLET**, from the date of commissioning. The guarantee for spares should be coincident with the guarantee for erected equipment's.

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

18.0 Addresses

The relevant address for various purposes connected with tender are given below:-

SN	Purpose	Address
A.	General correspondence and tender dealing	Sr. Divisional Electrical Engineer (Power), Western Railway, Mumbai Central, Mumbai- 400008.
B.	Matter relating to fieldwork	Sr. Divisional Electrical Engineer (Power), Western Railway, Mumbai Central, Mumbai- 400 008 or his representative.
C.	Security Deposit	Sr. Divisional Finance Manager, Western Railway, Mumbai Central, Mumbai- 400 008
D.	Bill passing Officer.	Sr. Divisional Electrical Engineer (Power), Western Railway, Mumbai Central, Mumbai- 400008
		Sr. Divisional Finance Manager, Western Railway, Mumbai Central, Mumbai- 400 008

ANNEXURE-I

WESTERN RAILWAY

TENDER FORM (First Sheet)

Tender No. **EL 4/2/379/WA/36(R-7) dt.10/06/2026**

Name of Work: "Churchgate - Consultancy services for Air Conditioning of GLO, Annex Building and Churchgate station building of Western Railway Headquarters Office."

To

The President of India

Acting through.

Sr. Divisional Electrical Engineer (Electrical Power),

Western Railway, Mumbai Central, Mumbai-400008.

1. I/We _____ have read the various conditions to tender attached hereto and agree to abide by the said conditions. I/We also agree to keep this offer open for acceptance for a period of **90 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 **Western Railway**, at the rates quoted in the attached bill(s) of quantities and hereby bind myself/ourselves to complete the work in all respects within _____ months from the date of issue of letter of acceptance of the tender.
2. I/We also hereby agree to abide by the Indian Railways Standard General Conditions of Contract, with all correction slips up-to-date and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by Railway in the annexed Special Conditions/Specifications, Standard Schedule of Rates (SSOR) with all correction slips up-to-date for the present contract.
3. A Bid Security of ₹ _____ has already been deposited online/ submitted as Bank Guarantee bond. Full value of the Bid Security shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if:
 - (a) I/We do not submit the Performance Guarantee within the time specified in the Tender document;
 - (b) I/We do not execute the contract documents within seven days after receipt of 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. I/We am/are a Startup firm registered by Department of Industrial Policy and Promotion (DIPP) and my registration number is valid upto..... (Copy enclosed) and hence exempted from submission of Bid Security.
5. We are a Labour Cooperative Society and our Registration No. is with.....and hence required to deposit only 50% of Bid Security.
6. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.

Signature of Witnesses:

(1) _____

(Name-----)

(2) _____

(Name-----)

Signature of Tenderer(s)

Date -----

Address of the Tenderer(s)

INSTRUCTIONS TO TENDERERS (*ITT*) (Second Sheet)

1. *Tender Document*

1.1 Preamble, Instruction to Tenderers, Special Condition of Contract, Indian Railway Standard General Condition of Contract **GCC April 2022** (With latest amendments) and Schedule of Quantity and Rates & Explanatory notes, Specification, Forms of tender shall, hereafter, be collectively referred to as the "Tender Document".

1.2 GENERAL CONDITION OF CONTRACT (GCC)

All clauses of Standard General Conditions of Contract (GCC) for Works (Revised edition-**April'2022**) as amended up to latest correction slips (issued from time to time) as on date of issue of this tender notice shall be applicable for evaluation of offers of this tender. Copy of General Conditions of Contract for Works (including correction slips / amendments / updates) is available in public domain & bidders are advised to download & peruse the same.

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

- i. Letter of Award/Acceptance(LOA)
- ii. Bill(s) of Quantities
- iii. Special Conditions of Contract
- iv. Technical Specifications as given in tender documents
- v. Drawings
- vi. Indian Railways Standard General Conditions of Contract updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.
- vii. Indian Railways Unified Standard Specification (IRUSS-2019) updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.
- viii. CPWD Specifications 2019 Vol I & II updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.
- ix. Indian Railways Unified Standard Specifications (Works and Material) 2010 updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.
- x. IR Specifications/Guidelines updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.
- xi. Relevant B.I.S. Codes updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.

1.4 **Interpretation:** These Instructions to Tenderers 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.

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

- (a) "Railway" shall mean the President of the Republic of India or the administrative officers of the Railway or Successor Railway authorized to deal with any matter, which these presents are concerned on his behalf.
- (b) "General Manager" shall mean the Officer-in-Charge of the general superintendence and control of the Zonal Railway/Production Unit and shall also include Addl. General Manager, General Manager (Construction) and shall mean and include their successors of the Successor Railway.
- (c) "Chief Engineer" shall mean the Officer-in-Charge of the Engineering Department of Railway and shall also include Chief Engineer (Construction), Chief Electrical Engineer, Chief Electrical Engineer

(Construction), Chief Signal & Telecom Engineer, Chief Signal & Telecom Engineer(Construction), Chief Mechanical Engineer and shall mean and include their successors of the Successor Railway.

- (d) "Divisional Railway Manager" shall mean the Officer-in-Charge of a Division of Zonal Railway and shall mean and include Divisional Railway Manager of the Successor Railway.
- (e) "Engineer" shall mean the Divisional Engineer or Executive Engineer, Divisional Signal & Telecom Engineer, Divisional Electrical Engineer, Divisional Mechanical Engineer in executive charge of the works and shall include the superior officers, both Open Line and Construction Organisations, of Engineering, Signal & Telecom, Mechanical and Electrical Departments, i.e. the Senior Divisional Engineer/Deputy Chief Engineer, Senior Divisional Signal & Telecom Engineer / Dy. Chief Signal & Telecom Engineer, Senior Divisional Electrical Engineer / Deputy Chief Electrical Engineer, Senior Divisional Mechanical Engineer and shall mean & include the Engineers of the Successor Railway.
- (f) "Tenderer" shall mean the person / firm / co-operative or company whether incorporated or not who tenders for the works with a view to execute the works on contract with the Railway and shall include their representatives, successors and permitted assigns.
- (g) "Open Tenders" shall mean the tenders invited in open and public manner and with adequate notice.
- (h) "Engineer's Representative" shall mean the Assistant Engineer, Assistant Signal & Telecommunication Engineer and Assistant Electrical Engineer, Assistant Mechanical Engineer in direct charge of the works and shall include any Sr. Section/Junior Engineer of Civil Engineering/Signal and Telecommunication Engineering/Mechanical Engineering/Electrical Engineering Departments appointed by the Railway and shall mean and include the Engineer's Representative of the Successor Railway.
- (i) "Contractor" shall mean the Person/Firm/LLP/Trust/Co-operative Society or Company whether incorporated or not who enters into the contract with the Railway and shall include their executors, administrators, successors and permitted assigns.
- (j) "Contract" shall mean and include the Agreement, the Work Order, the accepted Bill(s) of Quantities or Chapter(s) of Standard Schedule of Rates (SSOR) of the Railway modified by the tender percentage for items of works quantified, or not quantified, the Standard General Conditions of Contract, the Special Conditions of Contracts, if any; the Drawing, the Specifications, the Special Specifications, if any and Tender Forms, if any.
- (k) "Works" shall mean the works contemplated in the drawings and Bill(s) of Quantities set forth in the tender forms and required to be executed according to the specifications.
- (l) "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.
- (m) "Site" shall mean the lands and other places on, under, in or through which the works are to be carried out and any other lands or places provided by the Railway for the purpose of the contract.
- (n) "Period of Maintenance" shall mean the specified period of maintenance from the date of completion of the works, as certified by the Engineer.
- (o) 'Contractor's authorized Engineer' shall mean a graduate Engineer or equivalent, having more than 3 years' experience in the relevant field of construction work involved in the contract, duly approved by Engineer.
- (p) 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.
- (q) "Bill of Quantities" shall mean Schedule of Item(s) included in the tender document along with respective quantities and rates, accepted by the Railway.

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

2. **Work Site**

The Proposed work is on Mumbai Division of Western Railway in the state of Maharashtra / Gujarat.

3. **Submission of tender, Documents**

4.1 The tenders shall be submitted in the manner prescribed not later than the time and date as specified in the NIT through **website www.ireps.gov.in**.

4.2 The submission of tender shall be deemed to imply that this memorandum and all documents enclosed have been studied and understood and that the Tenderer is aware of the full scope of work to be done and the conditions affecting execution.

4.3 Tenders not submitted in the prescribed Tender document shall be summarily rejected.

4.4 The tenders shall be submitted accompanied by:

- (i) Bid security (Please see para 9. Bid Security)
- (ii) The tenderer should submit attested certificate from purchaser/client, TDS / TRACES Form 26AS, Audited Balance Sheet, Profit & Loss Statement duly certified by chartered accountant regarding contractual payments received in the past, and attested copy of completion certificates in support of minimum eligibility criteria.
- (iii) Tenderer should clearly submit a certificate regarding 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 and submit certified copy of partnership deed, Memorandum & articles of association, as per applicability.
- (iv) Tenderer should submit certified copy of Power of attorney, board resolution or authorization to sign the tender documents on behalf of partnership/Limited/Pvt Ltd firm if applicable.
- (v) Tenderer should submit attested copy of copy of pan card.
- (vi) Tenderer should submit details of registration of their firm with EPFO.
- (vii) Tenderer should submit declaration regarding employment/partnership of retired Railway Employees with the tenderer as per **Annexure-III** of tender document. Tenders without the information above referred to or a statement to the effect that no such retired Engineer or retired gazetted officer is so associated with the tenderer, as the case may be, shall be rejected.
- (viii) Tenderer should submit declaration regarding relative employed with Railways as per **Annexure-II** of tender document, failing which the tender may be disqualified/rejected or if such fact subsequently comes to light, the contract may be rescinded in accordance with provision in clause 62 of standard general conditions of contract.
- (ix) The tenderer 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** of this tender document. Non submission of above certificate by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested by which they/he is qualifying the qualifying criteria mentioned in the tender document. It will not be obligatory on the part of tender committee to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned.
- (x) 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.
- (xi) The tenderer should give an undertaking that the Company is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which the Company was / is a

partner/member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.

- (xii) Tenderer shall have to submit original power of Attorney, Partnership deed in case of partnership firm and memorandum and Articles of Association in case of Limited Companies whenever demanded by Railways.
- (xiii) Tenderer may submit any other document considered necessary with the offer like system features, calculations etc.

4. Opening of tender

The tender shall be opened at specified time & date in the office of in the office of addressee specified for general correspondence, Western Railway. In case the date of opening is declared as holiday by the Central Govt., then the tender shall be opened on next working day in the same manner.

5. Validity of offer

The tenderer shall keep the offer open for a minimum period of **90 days** from the date of opening of tender within which period tenderer cannot withdraw his offer subject to the period being extended if required by mutual agreement from time to time.

6. Prices

- i) Prices quoted by the contractor should be firm commercially and inclusive of all taxes, duties leviable including sales tax on works contract, if any.
- ii) Successful tenderer shall produce documentary evidence of taxes/ duties paid by him to the State Government/ Central Government while claiming the payment. This is necessary to ensure whether the contractor has already paid dues to the Government.

iii) Duties, Taxes, Royalty etc.

The rates quoted by the Tenderer for all materials, required to be purchased for the satisfactory performance of this contract, shall be deemed to be inclusive of all duties, taxes, royalties, rentals etc., where payable. The Contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same and shall keep the Purchaser fully indemnified against liability of tax, interest, penalty etc, of the Contractor's in respect thereof, which may arise.

7. Percentage Tender

- 8.1 The Tenderer(s) shall quote his / their rates as a percentage above or below the Schedule. No individual rates to be quoted by the tenderer. The prices should be commercially firm and without any ambiguity. Such incomplete offers shall summarily be rejected.
- 8.2 The quoted percentage will be applicable to each item and rate of tender schedule for deciding the amount to be paid to the Contractor. In case, there is variation in quantity while executing the work, the quoted percentage will be applicable for payment of varied quantity of the item.
- 8.3 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.
- 8.4 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.

8. **Foreign Exchange**

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

9. **Bid Security:**

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

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

Note:

- (i) The Bid Security shall be rounded off to the nearest ₹100. This Bid Security shall be applicable for all modes of tendering.
- (ii) Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of Bid Security detailed above.
- (iii) Labour Cooperative Societies shall submit only 50% of above Bid Security detailed above. (Railway Board Letter No. 2022/CE-I/CT/GCC-2022/POLICY/Pt.I (E-3320424) New Delhi, Dated 13.03.2026).
- (iv) MSEs registered with District Industries Centers/ Khadi and Village Industries Commission/ Khadi and Village Industries Board/Coir Board/ National Small Industries Corporation/ Directorate of Handicraft and Handloom/ 'UDYAM REGISTRATION'/ Any other body specified by Ministry of MSME are exempted from the payment of Bid Security subject to submission of valid registration with MSME, Govt. of India. Micro and Small Enterprises (MSE) must, along with their offer, provide proof of their being registered as MSE (indicating the terminal validity date of their registration) for the item tendered, with any agency mentioned in the notification of the Ministry of Micro, Small and Medium Enterprises (Ministry of MSME), indicated below:
 - a) District Industries Centres;
 - b) Khadi and Village Industries Commission;
 - c) Khadi and Village Industries Board;
 - d) Coir Board;
 - e) National Small Industries Corporation;
 - f) Directorate of Handicraft and Handloom; and
 - g) Any other body specified by the Ministry of MSME.

However, all other prescribed eligibility criteria will remain applicable on such Bidder(s) also. In case of exemption from payment of Bid Security as a matter of Govt. Policy, the scanned copy of document in support of exemption shall have to be uploaded by the Bidder(s) during bid submission. The onus of proving that the Bidder is exempted from payment of the Bid Security will lie squarely on such Bidder(s). In this connection, it should be noted that mere opening of bid does not mean that the bid has to be considered by Authority as a valid bid. At a later stage, if it is discovered from the uploaded documents that such Bidder(s) is/are not entitled for the exemption from payment of Bid Security, their bid shall be treated as non-responsive and rejected outright.

- (2) The Bid Security shall be deposited either in cash through e-payment gateway or submitted as Bank Guarantee bond from a scheduled commercial bank of India or as mentioned in tender documents. The Bank Guarantee bond shall be as per **Annexure- VIA** and shall be valid for a period of **90 days** beyond the bid validity period.

- (3) **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 officer and address as mentioned in the tender document.
 - viii. If the envelope is not sealed and marked as instructed above, the Railway assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.
- (4) Subject to exemptions provided under para 9.0 (1) (a) of ITT of this document, the tender must be accompanied by a Bid Security as mentioned in tender documents, failing which the tender shall be summarily rejected.
- (5) 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 Western 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.
- (6) 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.
- (7) 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 (6) above, to the Contractor

10. Eligibility Criteria:

(Clause No.10 of Tender Form (2nd sheet) of Annexure-I of GCC for Works'April'2022)

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

10.1 Technical Eligibility Criteria:

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

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

- (b) (2) In such cases, what constitutes a component in a composite work shall be clearly pre-defined with estimated tender cost of it, as part of the tender documents without any ambiguity.
- (b) (3) To evaluate the technical eligibility of tenderer, only components of work as stipulated in tender documents for evaluation of technical eligibility, shall be considered. The scope of work covered in other remaining components shall be either executed by tenderer himself if he has work experience as mentioned in clause 7 of the Standard General Conditions of Contract or through subcontractor fulfilling the requirements as per clause 7 of the Standard General Conditions of Contract or jointly i.e., partly himself and remaining through subcontractor, with prior approval of Chief Engineer in writing.

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

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

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

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

Note for Item 10.1:

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

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

10.2 Financial Eligibility Criteria:

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

V= Advertised value of the tender in crores of Rupees

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

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

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

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

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

10.5 *Explanation for Para 10 of the Tender Form (Second Sheet) including Para 10.1 to 10.4 -*

Eligibility Criteria:

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

- (v) *If a bidder has successfully completed a work as subcontractor and the work experience certificate has been issued for such work to the subcontractor by a Govt. Organization or public listed company as defined in Note for Item 10.1 Para 10 of the Tender Form (Second Sheet), the same shall be considered for the purpose of fulfillment of credentials.*
- (vi) *In case a work is considered similar in nature for fulfillment of technical credentials, the overall cost including the PVC amount (if paid) of that completed work or substantially completed work, shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.*
- (vii) *In case of newly formed partnership firm, the credentials of individual partners from previous proprietary firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution / split and their share in newly formed partnership firm. For example, a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of 0.3×0.2 * value of the work done in the previous entity. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.*
- (viii) *In case of existing partnership firm, if any one or more partners quit the partnership firm, the credentials of remaining partnership firm shall be re-worked out i.e., the quitting partner(s) shall take away his credentials to the extent of his share on the date of quitting the partnership firm (e.g. in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and credentials of Rs 10 crore; in case partner C quits the firm, the credentials of this partnership firm shall remain as Rs 6 crore). For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.*
- (ix) *In case of existing partnership firm if any new partner(s) joins the firm without any modification in the name and PAN/TAN no. of the firm, the credentials of partnership firm shall get enhanced to the extent of credentials of newly added partner(s) on the same principles as mentioned in item 6 above. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deeds, dissolution/splitting deeds and proof of surrender of PAN No.(s) in case of dissolution of partnership firm etc.*
- (x) *Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., In a partnership firm of A&B partners, A or B partner cannot use credentials of partnership firm of A&B partners in any other partnership firm or proprietary firm without leaving partnership firm of A&B partners.*
- (xi) *In case a partner in a partnership firm is replaced due to succession as per succession law, the proportion of credentials of the previous partner will be passed on to the successor.*
- (xii) *If the percentage share among partners of a partnership firm is changed, but the partners remain the same, the credentials of the firm before such modification in the share will continue to be considered for the firm as it is without any change in their value. Further, in case a partner of partnership firm retires without taking away any credentials from the firm, the credentials of partnership firm shall remain the same as it is without any change in their value.*
- (xiii) *In a partnership firm "AB" of A&B partners, in case A also works as proprietary firm "P" or partner in some other partnership firm "AX", credentials of A in proprietary firm "P" or in other partnership firm "AX" earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB.*
- (xiv) *In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm.*
- (xv) *In case company A is merged with company B, then company B would get the credentials of company A also.*

11. Security Deposit:

- 11.1 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.

- 11.2 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.
- 11.3 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.
- 11.4 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.
- 11.5 **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) of GCC **and**
 - (b) Execution of Final Supplementary Agreement or Certification by Engineer that Railway has No Claim on Contractor **and**
 - (c) Maintenance Certificate issued, on expiry of the maintenance period as per clause 50.(1) of GCC, in case applicable.
 - (d) Security deposit shall be returned to the contractor after successful completion of guarantee period as certified by the competent authority. The competent authority shall normally be the authority, who is competent to sign the contract. If the competent authority is of the rank lower than JA grade, then a JA grade officer (concerned with the work) should issue the certificate. Security Deposit shall be refunded to the Contractor on production and surrender of the related receipt granted by the Purchaser, and on production of the "No Claim Certificate" given by the Contractor duly counter –signed by the Purchaser's Engineer.
 - (e) The Security Deposit shall, however, be liable to be forfeited in case of any breach by the Contractor of any of the conditions of the contract or for non completion of the full contract without prejudice to other rights and remedies of the purchaser whether specifically provided for herein or otherwise
- 11.6 The security deposit shall be returned to the contractor after satisfactory completion of the work and maintenance period is over as certified by the competent authority. The competent authority shall normally be the authority who is competent to sign the contract. If this competent authority is of the rank lower than JA Grade, then a JA grade officer (concerned with the work) should issue the certificate. The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the contractors and that there is no due from the contractor to Railways against the contract concerned. Before releasing the SD, an unconditional and unequivocal no claim certificate from the contractor concerned should be obtained.
- 11.7 **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.

- 11.8 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.

12. Performance Guarantee

The procedure for obtaining performance bank guarantee is outlined below.

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

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

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

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

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

NOTE: In case of extension of Date of Completion, selected bidder needs to submit extended Insurance Surety Bond/Fresh Insurance Surety Bond/fresh Performance Security, in any form as given above, before expiry of existing Insurance Surety Bond. (Railway Board Letter No. 2022/CE-I/CT/GCC-2022/POLICY/Pt.I (E-3320424) New Delhi Dated 13.03.2026.)

- (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.

(Railway Board Letter No. 2022/CE-I/CT/GCC-2022/POLICY/Pt.I (E-3320424) New Delhi Dated 13.03.2026.)

- (c) The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the Contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.

- (d) The value of PG to be submitted by the Contractor is based on original contract value and shall not change due to subsequent variation(s) in the original contract value.
- Contractor shall submit his request to release current PG along with submission of a revised PG of requisite amount as notified/communicated by Railways, in any of the forms as per clause 16(4) of GCC except in cases where earlier PG has been submitted either in cash or demand draft.
 - Railways shall duly verify and confirm the genuinity of revised PG as per concurrent guidelines.
 - After confirmation regarding genuinity of revised PG of requisite value, earlier PG can be released.
 - In cases where current PG is either in cash or demand draft, the excess PG available with Railways with respect to required PG for decreased contract value shall be released duly considering the request of contractor.
- (e) The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily.
- (f) Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be encashed.
- (g) The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
- 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.
 - 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.
 - The Contract being determined or rescinded under clause 62 of these conditions.
- (h) If a tender is accepted on the quoted rates of bidder which is below the advertised tender value, an additional performance security shall be submitted by the bidder as below:
(Railway Board Letter No. 2022/CE-I/CT/GCC-2022/POLICY/Pt.I (E-3320424) New Delhi, Dated 13.03.2026).

Bid quoted in % of advertised cost	Additional Performance Guarantee (%)
Below 0 – 5% (inclusive)	Nil
Below 5%	5%

13. Care in submission of Tenders:

- 13.1 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.
- 13.2 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.
- 13.3 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.

- 13.4 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.
- 13.5 When work is tendered for by a firm or company, the tender shall be signed by the individual legally authorized to enter into commitments on their behalf.
- 13.6 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.
- 13.7 The tenderers shall submit a copy of certificate stating that all their statements/documents submitted alongwith bid are true and factual. Standard format of certificate to be submitted by the bidder is enclosed as Annexure-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.

14. Consideration of Tenders

14.1 Right of Railway to Deal with Tenders:

(i) 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.

(ii) 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.

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

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

- 14.4 **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.

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

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

- 15. Execution of Contract Document:** The Tenderer whose tender is accepted shall be required to appear in person at the office of General Manager/General Manager (Construction), Chief Administrative Officer (Construction), Divisional Railway Manager or concerned Engineer, as the case may be, or if tenderer is a

firm or corporation, a duly authorized representative shall appear (there would be no need for appear in person if agreement is signed digitally) and execute the contract agreement within seven days of notice from Railways that the Contract Agreement is ready. 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 there-tender for that work.

- 16. 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).

17. Documents to be Submitted Along with Tender

- 17.1 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.

- 17.2 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) of GCC.

(b) HUF:

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

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

(c) Partnership Firm:

The tenderer shall submit documents as mentioned in clause 18 of the Tender Form (Second Sheet) of GCC.

(d) Joint Venture (JV):

The tenderer shall submit documents as mentioned in clause 17 of the Tender Form (Second Sheet) of GCC and refer to advance Correction Slip no.1 Letter No. 2022/CE-1/CT/GCC-2022/Policy New Delhi Dated 14/07/2022.

(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 Para 10 of the Tender Form (Second Sheet) of GCC.

(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) of GCC.

(g) Registered Society & Registered Trust:

(i) A copy of Certificate of Registration

(ii) A copy of Memorandum of Association of Society/Trust Deed

(iii) A copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust.

(iv) A copy of Rules & Regulations of the Society

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

17.3 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.

17.4 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.

17.5 A tender from JV shall be considered only where permissible as per the tender conditions.

17.6 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.

18. Power of Attorney -

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 on Rs.500/- Stamp Papers and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person, specifically authorizing him/them to sign the tender, submit the tender and further to deal with the Tender/ Contract up to the stage of signing the agreement except in case where such specific person is authorized for above purposes through a provision made in the partnership deed / Memorandum of Understanding / Article of Association / Board resolution, failing which tender shall be summarily rejected.

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

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

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

(a) Should a tenderer

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

(ii) being partnership firm / joint venture (JV) / registered society / registered trust etc have as one

of its partners/members a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, OR
 (iii) being an incorporated company have any such retired Engineer of the gazetted rank or any other gazetted officer working before his retirement as one of its directors

AND

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

THEN

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

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

Note: -If information as required as per 16.a), b), c) above has not been furnished, contract is liable to be dealt in accordance with provision of clause 62 of the Standard General Condition of contract.

20. Participation of Joint Venture (JV) in Works Tender:

As per GCC (latest).

21. Participation of Partnership Firms in works tenders:

- 21.1 The Partnership Firms participating in the tender should be legally valid under the provisions of the Indian Partnership Act.
- 21.2 The partnership firm should have been in existence or should have been formed prior to submission of tender. Partnership firm should have either been registered with the Registrar or the partnership deed should have been notarized as per the Indian Partnership Act, prior to submission of tender.
- 21.3 Separate identity / name should be given to the partnership firm. The partnership firm should have PAN / TAN number in its own name and PAN / TAN number in the name of any of the constituent partners shall not be considered. The valid constituents of the firm shall be called partners.
- 21.4 Once the tender has been submitted, the constitution of the firm shall not normally be allowed to be modified / altered / terminated during the validity of the tender as well as the currency of the contract except when modification becomes inevitable due to succession laws etc., in which case prior permission should be taken from Railway and in any case the minimum eligibility criteria should not get vitiated. The re-constitution of firm in such cases should be followed by a notary certified Supplementary Deed. The approval for change of constitution of the firm, in any case, shall be at the sole

discretion of the Railways and the tenderer shall have no claims what-so-ever. Any change in the constitution of Partnership firm after submission of tender shall be with the consent of all partners and with the signatures of all partners as that in the Partnership Deed. Failure to observe this requirement shall render the offer invalid and full Bid Security shall be forfeited.

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

- 21.5 A partner of the firm shall not be permitted to participate either in his individual capacity or as a partner of any other firm in the same tender.
- 21.6 The tender form shall be submitted only in the name of partnership firm. The Bid Security shall be submitted by partnership firm. The Bid Security submitted in the name of any individual partner or in the name of authorized partner (s) shall not be considered.
- 21.7 On issue of Letter of Acceptance (LOA) to the partnership firm, all the guarantees like Performance Guarantee, Guarantee for various Advances to the Contractor shall be submitted only in the name of the partnership firm and no splitting of guarantees among the partners shall be acceptable.
- 21.8 On issue of Letter of Acceptance (LOA), contract agreement with partnership firm shall be executed in the name of the firm only and not in the name of any individual partner.
- 21.9 In case the Letter of Acceptance (LOA) is issued to a partnership firm, the following undertakings shall be furnished by all the partners through a notarized affidavit, before signing of contract agreement.
- (a) Joint and several liabilities:
- The partners of the firm to which the Letter of Acceptance (LOA) is issued, shall be jointly and severally liable to the Railway for execution of the contract in accordance with General and Special Conditions of the Contract. The partners shall also be liable jointly and severally for the loss, damages caused to the Railway during the course of execution of the contract or due to non- execution of the contract or part thereof.
- (b) Duration of the partnership deed and partnership firm agreement:
- The partnership deed/partnership firm agreement shall normally not be modified/altered/ terminated during the currency of contract and the maintenance period after the work is completed as contemplated in the conditions of the contract. Any change carried out by partners in the constitution of the firm without permission of Railway, shall constitute a breach of the contract, liable for determination of the contract under Clause 62 of the Standard General Conditions of Contract.
- (c) **Governing laws:** The partnership firm agreement shall in all respect be governed by and interpreted in accordance with the Indian laws.
- (d) No partner of the firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other partner/s and that of the Railway.
- 21.10 The tenderer shall clearly specify that the tender is submitted on behalf of a partnership firm.

The following documents shall be submitted by the partnership firm, with the tender:

- (i) A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar.
- (ii) A notarized or registered copy of Power of Attorney in favour of the individual to tender for the work, sign the agreement etc. and create liability against the firm.
- (iii) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP in which they were / are partners/members. Any Concealment / wrong information in regard to above

shall make the bid ineligible or the contract shall be determined under Clause 62 of the Standard General Conditions of Contract.

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

21.11 Evaluation of eligibility of a partnership firm:

Technical and financial eligibility of the firm shall be adjudged based on satisfactory fulfillment of the eligibility criteria laid down in Para 10 of the Tender Form (Second Sheet) of GCC April 2022.

21.12 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.

22. Acceptance of tender:

22.1 Successful Tenderer shall be issued "Letter of Acceptance". The President of Union of India is not bound to accept the lowest/ any tender or to assign any reason for doing so. The purchaser reserves the right to accept only part items of schedule or all items.

22.2 Railway reserves the right to accept or reject any offer, split the work between two or more tenderers or reduce the scope of the work without assigning any reason.

22.3 The successful tenderer shall be required to execute the agreement with President of India acting through the Purchaser for carrying out the work according to the general/ special conditions of contract, tender document and specification for works and materials.

22.4 Successful tenderer shall have to submit original power of Attorney, Partnership deed in case of partnership firm and Power of Attorney and memorandum and Articles of Association in case of Limited Companies.

23. Deviations:

Tenderer should offer para wise / part wise / clause wise/chapter wise confirmation / commitment along with the offer clearly indicating the deviation if any with justification to the technical specifications and other conditions specified in the General Conditions of Contract of the contract of Engineering department of Western Railway.

24. Price Variation Clause (PVC):

Applicability: Price Variation Clause (PVC) shall be applicable only in tender having advertised value above Rs.2 Crore and having completion period above 12 months. Provided further that, in a contract where PVC is applicable, following shall be outside the purview of price adjustments (i.e. shall be excluded from the gross value of the work for the purpose of price variation):

Materials supplied by Railway to the Contractors, either free or at fixed rate;

Any extra item(s) included in subsequent variation falling outside the purview of the Bill(s) of Quantities of tender, under clause 39. (1)(b) of these Standard General Conditions, unless applicability of PVC and 'Base Month' has been specially agreed, while fixing the rates of such extra item(s).

25. General Condition of Contract:

Unless otherwise specified in the tender document and SCC, the contract shall be governed by Indian Railway Standard General condition of Contract April 2022 with latest amendments". Same can be downloaded from web site www.indianrailways.gov.in/railwayboard>>"About Indian Railways">>"Railway Board directorates">>"Civil Engineering">>"policy Matters">>"IR General Condition of contract, April 2022".

26. Addresses: -

As specified in the "Preamble".

STANDARD GENERAL CONDITIONS OF CONTRACT

1. General:

- 1.1 The contract shall be governed by Indian Railway Standard General conditions of Contract (GCC) July 2020 (with latest amendment if any) and Special Condition of Contract (SCC) given below. The following special conditions shall supplement and be read in conjunction together with above General conditions of Contract (GCC)(with latest amendment if any), General/technical specifications, schedule of quantities, explanatory notes, drawings and any other document forming part of this tender.
- 1.2 Work under this contract shall be executed as given in this tender document and as required at site whether specifically shown or not. The Contractor shall carry out and complete the work under this contract in every respect in conformity with the contract documents, as per directions of and to the satisfaction of the Purchasers' Representative.

1.3 Interpretation

In all matters of clarifications, dispute of interpretation, the decision of the engineer in- charge of the work, shall be final and binding.

2. Scope of Work

- 2.1 Scope of work under this contract shall include provisions as specified in schedule of work, specifications, GCC, SCC and other documents comprising of tender document but not restricted to.
- 2.2 The contractor shall include the supply of entire materials in accordance with specification and the whole of the work necessary for the complete installation as set down in this specification and with the accompanying schedules and drawings. Materials and components not specifically stated in the specifications and/or bill of materials or noted on the drawings (or anywhere in the tender document) but which are necessary for satisfactory installation /commissioning and operation of the system shall be deemed to have been included in the scope of work.

3. Intent of Specifications

- 3.1 Technical specifications forming a part of this contract are intended to cover work referred herein enclosed. It is not the intent to specify completely herein all aspects of design, constructional features of equipment and details of the work to be carried out, but nevertheless the intent of the specification is to ensure that the equipment and work shall conform in all respects to the relevant Bureau of Indian Standard Specifications, Codes of Practice, Indian Electricity Act, Indian Electricity Rules and other Statutory Regulations as may be applicable and to high standards of engineering, design and workmanship. The equipment and work shall perform in continuous operation in a manner acceptable to the Purchaser's Representative who will interpret the meaning of the specifications and drawings and shall have the right to reject or accept any equipment or work, which in their assessment is not complete to meet the requirements of this specification and/or applicable Codes and Standards. Any item specially mentioned or not in the scope of work, but required to complete the work shall be deemed to be in the scope as per approved design, drawing & specification.
- 3.2 The work shall conform to all provisions of the relevant Government Legislation, Regulations and Bye-laws of the Central/Local Authorities and of any State Electricity Boards/Companies to whose system the installation is proposed to be connected. The Contractor shall arrange to give all necessary notices required under the said Acts, Regulations and/or Bye- laws.
- 3.3 The contractor shall examine the installations' specifications, drawings & schedule of quantities for feasibility & safety and may suggest or ask for change required if any to provide satisfactory & safe services of the equipment designated for the station but the decision of the engineer in-charge of the work shall be final and binding.

4. Specifications And Schedules

- 4.1 The Technical specifications and schedule of quantities & rates shall be considered as part of this contract and any work or materials shown in schedule and not called for in the specifications or vice versa, shall be executed as if specifically called for in both. The drawings if any are for the guidance of the contractor. Exact locations, distances and levels will be governed by the site conditions.

- 4.2 The quantities indicated in Schedule are approximate. The successful tenderer will place the order for materials only after carrying out survey jointly with railways as per site requirement.
- 4.3 Special conditions of contract (SCC) shall be read in conjunction with the general conditions of the contract, technical specifications, schedule of quantities, drawings and any other document forming part of this tender/contract. For any discrepancy between the general conditions and special conditions, provisions of special conditions shall prevail. For any discrepancy between technical specifications and schedule of quantities, the provisions of schedule of quantities shall prevail. The decision of the Engineer in-charge of the work shall be final and binding in the regard.

- 4.4 Wherever it is mentioned in the specifications that the Contractor shall perform certain work or provide certain facilities, it is understood that the Contractor shall do so at his own cost. Contractor shall get the arranged material inspected/tested as required before use and shall not move/dispose off the material so arranged without the written permission of authorized representative of Purchaser

5. Site Working Conditions

- 5.1 Tenderers, if they so desire, can, before submitting the tender, inspect the site of the work after obtaining prior approval from Purchasers' Representative in order to familiarize themselves of the conditions of work prevailing at site as also quantum of statutory levies (taxes, duties etc.) applicable. No extra claim on account of lack of such knowledge shall be entertained after award of contract.

All equipments and works covered under this contract shall be capable of operating continuously at optimum efficiency and deliver rated output under extreme conditions prevailing at site throughout the year.

- 5.2 Contractor shall make all arrangements of power distribution and lighting etc at site as required for night working if any.

5.3 Work Under Power Block

Where the work is required to be carried out in Power Block, the contractor or his authorized supervisor/ representative shall before commencement of work, arrange all man and material at site well in advance and ask & obtain Power block/ permit to work near charged OHE from authorized representative of purchaser, who will discharge and earth the line for working staff.

- 5.4 The Contractor is required to flexibly plan activity and mobilize staff so as to complete the planned activity during available power/traffic block. It may be noted that contractor is liable for penalty on overshooting of such power/traffic block affecting train punctuality or any inconvenience to Railways as deemed fit in the opinion of the engineer and may be recovered from dues payable to the contractor.

6. Materials And Equipment

- 6.1 **Procurement of Material** - All materials and equipment shall be new and of the approved make and design and as per schedule of quantities. Contractor shall identify the sources and order for the approved make of material only and shall progressively forward the copy of order placed and test certificates of the material to the Engineer/Purchaser's Representative.

- 6.2 **Approved Make** - The Contractor shall arrange to provide all equipment/ accessories as required for the work as per the approved list of the makes as specified in the specifications, unless the change is approved by the Engineer, in case of nonavailability or better substitute in writing. Where the list of approved is not available, the makes of items shall be approved by the engineer.

- 6.3 **Inspection of Material** (as applicable) - Inspection of the materials will be carried out by the Authorized Railway representative at site after dispatch, or at the Manufacturer's premises prior to dispatch in presence of Contractor's representative. All the materials/equipment to be supplied shall conform to the relevant specification only.

- 6.4 **Mobilization of material & resources** - The contractor is required to mobilize all the material, resources and manpower as per the completion period and the agreed schedule with the engineer.

- 6.5 **Account of released material** - All released materials/ unused materials should be handed over to the engineer's representative at the nominated depot/ place as directed by the engineer.

7. **Contractors' organization**

Contractor shall employ only qualified technical staff (having Degree or Diploma in Electrical Engineering) to supervise and carry out the work and maintain an all time team at its headquarter office for prompt liason. Necessary details as asked in formats be furnished regarding electrical team proposed for the work with details of. Name of Supervisors/ Employees shall be furnished and got approved from the Engineer; any changes in the staff shall also be similarly advised. Tenderer shall have equipment, machines, materials and labour and infrastructure shall be available to execute the work.

8. **Co-ordination of work at site**

The Contractor shall work in co-ordination and co- operation with other agencies at site and shall arrange to execute work as per site conditions. Any hold up shall be the responsibility of the Contractor and shall make him liable for damages as may be considered and levied by the Engineer.

9. **Execution Co-Relation and Intent of Contract Documents:**

The contract documents shall be signed in triplicate by the Railway and the Contractor. The contract documents are complementary and what is called for by anyone shall be as binding as if called for by all, the intention of the documents is to include all labour and materials, equipments and transportation necessary for proper execution of work. Materials or works not covered by or properly inferable from any heading or class of the specifications shall not be supplied by the Railway to the Contractors unless distinctly specified in the contract documents. Materials or works described in words which so applied have a well-known technical or trade meaning, shall be held to refer to such recognized standards.

10. **Law Governing the Contract:**

The contract shall be governed by the law for the time being in force in the Republic of India.

11. **Communications to be in Writing:**

All notices, communications, reference and complaints made by the Railway or the Engineer or the Engineer's Representative or the Contractor inter-se concerning the works shall be in writing or e-mail on registered e-mail IDs i.e. the e mail id provided for correspondence in the contract agreement, otherwise email id registered with IREPS and no notice, communication, reference or complaint not in writing or through e-mail, shall be recognized.

12. **Service of Notices on Contractors:**

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

13. **Assignment or Subletting of Contract:**

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

The permitted subcontracting of work by the Contractor shall not establish any contractual relationship between the sub-contractor and the Railway and shall not relieve the Contractor of any responsibility under the Contract.

The Contractor shall not sub-contract the Works comprising more than 40% (forty percent) of the Contract Price and shall carry out Works for at least 60% (sixty percent) of the total Contract Prize directly under its own supervision and through its own personnel. The Parties expressly agree that for the purposes of computing the value of sub-contracts under this Clause 3.2.1, the Contract Price shall exclude any sub-contract for the procurement of goods and equipment like (rails, sleepers and track fittings, signaling and telecommunication & Power supply equipment). The Parties agree that all obligations and liabilities under this Agreement for the entire Railway Project shall at all time remain with the Contractor. {The Parties agree that works equal to at least 30% (thirty percent) of the Contract Price shall be discharged solely by the Lead Member.} \$

Procurement of material, hire of equipment or engagement of labour by prime contractor or procuring entity will not mean sub-contracting.

\$ May be deleted if the Contractor is not a Consortium/Joint Venture.

(Railway Board Letter No. 2022/CE-I/CT/GCC-2022/POLICY/Pt.I (E-3320424) New Delhi, Dated 13.03.2026).

14. Assistance by Railway for the Stores to be obtained by the Contractor:

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

14.2 During execution of work, if a contractor is suffering from delay in supply of material due to unavailability of that material or any other genuine reason at his end and the exigency of work is in the interest of Railways, then that particular material can be spared to the contractor on loan by Railways (Subjected to availability of that particular material with Railways). Such material being issued to contractor by Railways will be returned by the contractor to Railways in due course in due course

15. Railway Passes: No free railway passes shall be issued by the Railway to the Contractor or any of his employee/worker.

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

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

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

19. 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 clause 17A & 17B of GCC and refer to advance Correction Slip no.1, Letter No. 2022/CE-1/CT/GCC-2022/Policy New Delhi Dated 14/07/2022.

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

- i) **“Corrupt practice”:** making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution.
- ii) **“Fraudulent practice”:** any omission or misrepresentation that may mislead or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;
- iii) **“Anti-competitive practice”:** any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the procuring entity, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
- iv) **“Coercive practice”:** any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process or affect the execution of a contract;
- v) **“Conflict of interest” (COI):** any personal, financial, or business relationship between the bidder and any personnel of the procuring entity who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of the procuring entity directly or indirectly;
- vi) **“Undue Advantage”:** improper use of information obtained by the bidder from the procuring entity with an intent to gain an unfair advantage in the procurement process 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;

(Railway Board Letter No. 2022/CE-I/CT/GCC-2022/POLICY/Pt.I (E-3320424) New Delhi,
Dated 13.03.2026).

21. 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.

(Railway Board Letter No. 2022/CE-I/CT/GCC-2022/POLICY/Pt.I (E-3320424) New Delhi, Dated 13.03.2026).

- 22. 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.
- 23. 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.
- 24. 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.
- 25. Working during Night:** The Contractor shall not carry out any work between sun-set and sun-rise without the previous permission of the Engineer. However, if the Engineer is satisfied that the work is not likely to be completed in time except by resorting to night work, he may order the same without confirming any right on the Contractor for claiming any extra payment for the same.
- 26. Damage to Railway Property or Private Life and Property:** The Contractor shall be responsible for all risk to the work and for trespass and shall make good at his own expense all loss or damage whether to the works themselves or to any other property of the Railway or the lives, persons or property of others from whatsoever cause in connection with the works until they are taken over by the Railway, although all reasonable and proper precautions may have been taken by the Contractor. In case the Railway shall be called upon to make good any costs, loss or damages, or to pay any compensation, including that payable under the provisions of the Workmen's Compensation Act or any statutory amendments thereof to any person or persons sustaining damages as aforesaid by reason of any act, or any negligence or omissions on the part of the Contractor; the amount of any costs or charges including costs and charges in connection with legal proceedings, which the Railway may incur in reference thereto, shall be charged to the Contractor. The Railway shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings or in anticipation of legal proceedings being instituted consequent on the action or default of the Contractor, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to Contractor, as aforesaid; any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defence or compromise, and the incurring of any such expenses shall not be called in question by the Contractor.
- 27. Provision of Efficient and Competent Staff at Work Sites by the Contractor:**
 - 27.1** The Contractor shall place and keep on the works at all times efficient and competent staff to give the necessary directions to his workmen and to see that they execute their work in sound & proper manner and shall employ only such supervisors, workmen & labourers in or about the execution of any of these works as are careful and skilled in the various trades.
 - 27.2** The Contractor shall at once remove from the works any agents, permitted sub-contractor, supervisor, workman or labourer who shall be objected to by the Engineer and if and whenever required by the

Engineer, he shall submit a correct return showing the names of all staff and workmen employed by him.

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

28. Workmanship & Quality of work

- 28.1 The contractor is responsible for execution of contract as a whole in accordance with conditions of contract.

- 28.2 Good workmanship is an essential prerequisite to be complied for this work. Skilled workers under competent supervision shall carry out entire work in the most workmanlike manner by skilled workers under competent supervision.

- 28.3 In the event the Engineer or his representative finding the work being carried out in a defective or in an inefficient manner or at a slow rate, the decision of which shall be in the sole discretion of the Purchaser, he may give 7 days' written notice, calling upon the Contractor to remove the defects. If the contractor fails to complete with such directions, the contract shall be terminated followed by 48 hours' notice, a final termination notice will be issued and the security deposit will be forfeited in whole as liquidated damages.

- 28.4 In connection with this work, whenever any modification to existing main line OHE is involved, the height of contact & catenary wire, stagger, SED parameters of OHE of each structure, overlaps, turnouts & crossovers termination etc. should be jointly measured before and after execution of each work and should be maintained identical. If any alteration in height/stagger is required, it should be done with the approval of supervisor/site incharge.

- 28.5 **Removal of Improper Work and Materials:** The Engineer or the Engineer's Representative shall be entitled to order from time to time:

- (a) The removal from the site, within the time specified in the order, of any materials which in his opinion are not in accordance with the specifications or drawings.
- (b) The substitution of proper and suitable materials, and
- (c) the removal and proper re-execution, notwithstanding any previous tests thereof or on account payments therefor, of any work which in respect of materials or workmanship is not in his opinion in accordance with the specifications and in case of default on the part of the Contractor in carrying out such order, the Railway shall be entitled to rescind the contract under Clause 62 of these conditions.
- (d) The provision of Construction and Demolition Waste Management Rule 2016 issued by Ministry of Environment Forest and Climate Change dated 29.03.2016 and published in the Gazette of India, Part – II, Section -3, Sub-section (ii) are binding upon the Contractor. Contractor shall implement these provisions at worksites, for which no extra payment will be payable

29. **Facilities for Inspection:** The Contractor shall afford the Engineer and the Engineer's Representative every facility for entering in and upon every portion of the work at all hours for the purpose of inspection or otherwise and shall provide all labour, materials, planks, ladders, pumps, appliances and things of every kind required for the purpose and the Engineer and the Engineer's Representative shall at all times have free access to every part of the works and to all places at which materials for the works are stored or being prepared.

30. **Examination of Work before Covering Up:** The Contractor shall give 7 days' notice to the Engineer or the Engineer's Representative whenever any work or materials are intended to be covered up in the earth, in bodies or walls or otherwise to be placed beyond the reach of measurements in order that the work may be inspected or that correct dimensions may be taken before being so covered, placed beyond the reach of measurement in default whereof, the same shall at the option of the Engineer or the Engineer's

Representative be uncovered and measured at the Contractor's expense or no allowance shall be made for such work or materials.

- 31. Contractor to Supply Water for Works:** Unless otherwise provided in the Contract, the Contractor shall be responsible for the arrangements to obtain supply of water necessary for the works.
- 32. Water Supply from Railway System:** The Railway may supply to the Contractor part or whole of the quantity of the water required for the execution of works from the Railway's existing water supply system at or near the site of works on specified terms and conditions and at such charges as shall be determined by the Railway and payable by the Contractor, provided that the Contractor shall arrange, at his own expense, to effect the connections and lay additional pipelines and accessories on the site and that the Contractor shall not be entitled to any compensation for interruption or failure of the water supply.
- 33. Contractor to Arrange Supply of Electric Power for Works:** Unless otherwise provided in the contract, the Contractor shall be responsible for arrangements to obtain supply of Electric Power for the works.
- 34. Electric Supply from the Railway System:** The Railway may supply to the Contractor part or whole of the electric power wherever available and possible, required for execution of works from the Railway's existing electric supply systems at or near the site of works on specified terms and conditions and such charges as shall be determined by the Railway and payable by the Contractor provided the cost of arranging necessary connections to the Railway's Electric Supply systems and laying of underground/overhead conductor, circuit protection, electric power meters, transmission structure, shall be borne by the Contractor and that the Contractor shall not be entitled to any compensation for interruption or failure of the Electric supply system.
- 35. Precaution During Progress of Works:** During the execution of works, unless otherwise specified, the Contractor shall at his own cost provide the materials for and execute all shoring, timbering and strutting works as is necessary for the stability and safety of all structures, excavations and works and shall ensure that no damage, injury or loss is caused or likely to be caused to any person or property.
- 36. Roads and Water Courses:** Existing roads or water courses shall not be blocked cut through, altered, diverted or obstructed in any way by the Contractor, except with the permission of the Engineer. All compensations claimed for any unauthorized closure, cutting through, alteration, diversion or obstruction to such roads or water courses by the Contractor or his agent or his staff shall be recoverable from the Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India.
- 37. Provision of Access to Premises:** During progress of work in any street or thoroughfare, the Contractor shall make adequate provision for the passage of traffic, for securing safe access to all premises approached from such street or thoroughfare and for any drainage, water supply or means of lighting which may be interrupted by reasons of the execution of the works and shall react and maintain at his own cost barriers, lights and other safeguards as prescribed by the Engineer, for the regulation of the traffic, and provide watchmen necessary to prevent accidents. The works shall in such cases be executed night and day, if so ordered by the Engineer and with such vigour so that the traffic way be impeded for as short a time as possible.
- 38. Safety of Public:** The Contractor shall be responsible to take all precautions to ensure the safety of the public whether on public or railway property and shall post such look out men as may, in the opinion of the Engineer, be required to comply with regulations appertaining to the work. Contractor shall ensure placement of barricading / partitions at the place of work to ensure safety of habitants of adjacent area, failing which Engineer may advise stoppage of work as per his discretion.
- 39. Display Board:** The Contractor shall be responsible for displaying the details of works i.e. name of work, approximate cost, expected date of completion, name and address of the Contractor and address of Engineer on a proper steel Board of size not less than 1m x 1m.
- 40. Rates for Items of Works:**

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.

41. 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

- 42. Handing over of Works:** The Contractor shall be bound to hand over the works executed under the contract to the Railway complete in all respects to the satisfaction of the Engineer. The Engineer shall determine the date on which the work is considered to have been completed, in support of which his certificate shall be regarded as sufficient evidence for all purposes. The Engineer shall determine from time to time, the date on which any particular section of the work shall have been completed, and the Contractor shall be bound to observe any such determination of the Engineer.

- 43. Clearance of Site on Completion:** On completion of the works, the Contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and works clean and in a workman like condition to the satisfaction of the Engineer. No final payment in settlement of the accounts for the works shall be paid, held to be due or shall be made to the, Contractor till, in addition to any other condition necessary for final payment, site clearance shall have been affected by him, and such clearance may be made by the Engineer at the expense of the Contractor in the event of his failure to comply with this provision within 7 days after receiving notice to that effect. Should it become necessary for the Engineer to have the site cleared at the expenses of the Contractor, the Railway shall not be held liable for any loss or damage to such of the Contractor's property as may be on the site and due to such removal there from which removal may be affected by means of public sales of such materials and property or in such a way as deemed fit and convenient to the Engineer.
- 44. Offloading of Part(s) of Work:** At the final stage of completion/ commissioning of work, in case the contractor fails to complete the final part(s) of the work and the value of such part(s) of the work is limited to 5% of the original contract value, the Engineer may allow/decide for offloading of such part(s) of works, either after the Contractor's request in writing to do so or after serving a 14 (Fourteen) days suo-moto notice (as per annexure- VIIA), if the Engineer is of the opinion that :-
- (i) Such Offloading of works (up to 5% of original contract value) would enable successful completion of contract/work,
 - (ii) Termination/ Part termination of the contract at this stage is not be in the interest of the Railway/work;, and
 - (iii) The anticipated additional cost for execution of such works through other mode would not be substantial and can be recovered from the pending dues of the contractor;

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

45. VARIATIONS IN EXTENT OF CONTRACT / QUANTITY VARIATION

As per item No.9 of model SOP part A & clause 42(1) & 42(2) of GCC , procedure detailed below shall be adopted for dealing with variations in quantities during execution of works contracts:

6.1	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.
6.2	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.
	Individual NS items in contracts shall be operated with variation of plus or minus 25% and payment would have made as per the agreement rate. For this no finance concurrence would be required
	For the tenders accepted at the zonal Railways level, the variation in quantities will be approved by the authority in whose current tender acceptance powers, the revised value of the agreement lies
	In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, the same shall be got executed by floating a fresh tender. If floating a fresh tender for operating that item is considered not practicable, quantity of that item may be operated in excess of 125% of the agreement quantity (100% i.e., the original quantity + 25% i.e., quantity over and above the original quantity) subject to the following conditions:
	Since there is an in-built rate reduction Clause of 2% & 4% for variation between 125% & 140% & between 140% and 150% respectively on the accepted rates it will only

	require the prior approval of the tender accepting authority (TAA) who is an officer not below the rank of JAG without finance concurrence subject to other conditions mentioned in GCC November 2018 latest.
	However, a Supplementary Agreement/Addendum to original Agreement should be drawn subsequent to sanction of the variation by an officer not below the rank of JAG, which needs to be vetted by Associate Finance.
	Quantities operated in excess of 125% but up to 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.
	Quantities operated in excess of 140% but up to 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.
	Variation in quantities of individual items beyond 150% will be prohibited and would be permitted only in exceptional unavoidable circumstances with the concurrence of Associate Finance and shall be paid at 96% of the rate awarded for that item in that particular tender.
	The variation in quantities as per the above formula will apply only to the individual items of the contract and not on the overall contract value.
	Execution of quantities beyond 150% of the overall agreement value should not be permitted and, if found necessary, should be only through fresh tenders or by negotiating with the existing contractor, with PFA's concurrence and personal sanction of General Manager.
	<p>The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1% of the total original agreement value.</p> <p>(i) Quantities operated upto and including 100% of the agreement quantity of the concerned minor value item, shall be paid at the rate awarded for that item in that particular tender;</p> <p>(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;</p> <p>(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.</p>
	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.
	In case of foundation work, no variation limit shall apply and the work shall be carried out by the Contractor on agreed rates irrespective of any variation.
	As far as 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).
	For tenders accepted by Board Members and Railway Ministers, variations up to 110% of the original agreement value may be accepted by General Manager.
	The aspect of vitiation if any, shall be governed as per Railway Board's transformation Cell Letter No.2017/Trans/01/policy dated 08.02.2018.
	In zonal contracts, the variation in the contract should not exceed 25% of the contract value.
	Overall agreement value, arrived by adding the positive variation and subtracting the negative variation from the accepted value of the contract, shall be taken for deciding the competency of sanction (Authority RB letter No.2017/Trans/01/policy dated 27.03.2018)
	The estimate provision/preparation of revised estimate shall be ensured. The extant

	rules for excess over estimate if any due to escalation/other than escalation shall be followed.												
	<p>In case of Decrease in quantities specified in the contract:</p> <table> <tr> <td>1(a).</td><td>The contract signing authority can decrease the items up to 25% of individual items without finance concurrence.</td></tr> <tr> <td>1(b).</td><td>For decrease beyond 25% for individual items or 25% of contract agreement value, the approval of an officer not less than rank of SA Grade may be taken, after obtaining 'No Claim Certificate' from the contractor and with finance concurrence, giving detailed reasons for each such decrease in the quantities.</td></tr> <tr> <td>1(c)</td><td>It should be certified that the quantities proposed to be reduced will not be required in the same work at a later stage.</td></tr> <tr> <td>2.</td><td>The aspect of vitiation if any, shall be governed as per Railway Board's transformation Cell Letter No.2017/Trans/01/policy dated 08.02.2018.</td></tr> <tr> <td>3.</td><td>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.</td></tr> <tr> <td>4.</td><td>No such quantity variation limit shall apply for foundation items.</td></tr> </table>	1(a).	The contract signing authority can decrease the items up to 25% of individual items without finance concurrence.	1(b).	For decrease beyond 25% for individual items or 25% of contract agreement value, the approval of an officer not less than rank of SA Grade may be taken, after obtaining 'No Claim Certificate' from the contractor and with finance concurrence, giving detailed reasons for each such decrease in the quantities.	1(c)	It should be certified that the quantities proposed to be reduced will not be required in the same work at a later stage.	2.	The aspect of vitiation if any, shall be governed as per Railway Board's transformation Cell Letter No.2017/Trans/01/policy dated 08.02.2018.	3.	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.	4.	No such quantity variation limit shall apply for foundation items.
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	<p>Introduction of new non schedule items:-</p> <p>As per item No.8 of model SOP part A, SG/JAG/SS(independent charge) has complete power to sanction NS item upto Rs. 5 lakhs or 10% of the original value of the contract whichever is less, without finance concurrence and beyond that with finance concurrence:</p> <table> <tr> <td>1.</td><td>It should be ensured that the rates sanctioned for such non-schedule items are comparable with to the rates for similar works executed in the area.</td></tr> <tr> <td>2.</td><td>Rates should be derived from last accepted rates of SOR/NS items of similar conditions and where new items cannot be derived from such SOR/NS items, market rates should be taken. Rates of such NS items accepted without finance concurrence cannot be quoted as last accepted rate(LAR) for justifying similar rates in future tenders.</td></tr> <tr> <td>3.</td><td>The variation shall be governed as per notes in item no.9 of model SOP 2018 part A</td></tr> </table>	1.	It should be ensured that the rates sanctioned for such non-schedule items are comparable with to the rates for similar works executed in the area.	2.	Rates should be derived from last accepted rates of SOR/NS items of similar conditions and where new items cannot be derived from such SOR/NS items, market rates should be taken. Rates of such NS items accepted without finance concurrence cannot be quoted as last accepted rate(LAR) for justifying similar rates in future tenders.	3.	The variation shall be governed as per notes in item no.9 of model SOP 2018 part A						
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- 46. Signing of "No Claim" Certificate:** The Contractor shall not be entitled to make any claim whatsoever against the Railway under or by virtue of or arising out of this contract, nor shall the Railway entertain or consider any such claim, if made by the Contractor, after he shall have signed a "No Claim" Certificate in favour of the Railway in such form as shall be required by the Railway after the works are finally measured up. The Contractor shall be debarred from disputing the correctness of the items covered by "No Claim" Certificate or demanding a clearance to arbitration in respect thereof.
- 47. Quantities in Bill(s) of Quantities Annexed to Contract:** The quantities set out in the accepted Bill(s) of Quantities with items of works quantified are the estimated quantities of the works and they shall not be taken as the actual and correct quantities of the work to be executed by the Contractor in fulfillment of his obligations under the contract.
- 48. Method of Measurement**
- 48.1 The progressive work shall be certified progressively for supply installation, testing commissioning for each unit of work as specified in schedule of work to release on account payment demanded by the contractor if any.

- 48.2 On completion and verification of each stage work as per agreed schedule of payment/invoicing, the contractor shall offer for measurement with required details, internal check / quality assurance, abstract sheet and contractor shall produce claim for on account/running payment for verified quantities only.
- 48.3 All the payment claims submitted by the contractor shall be accompanied by the following documents:
- i) Supplier's challan / manufacturer's challan for major items.
 - ii) Certificate of receipt of materials in good condition at Purchaser's depot/s duly accepted by the Purchaser's Engineers/representative.
 - iii) Test Reports
 - iv) Material Inspection Certificate granted by the Purchase
 - v) Indemnity Bond in the standard proforma
- 48.4 No claims for making measurement shall be admitted if any of the above documents is/are not submitted by the contractor.

49. Progress Report

- 49.1 The contractor shall furnish to the Engineer In-charge of the work, or his successors/nominee (whose address will be advised in due course) at a mutually agreed schedule period, a progress report showing progress of finalization of design and drawings, material at site, the works carried out during the preceding month and Up-to-date progress of these items along with total quantum of design and drawings, materials and equipments and the work required for the contract.
- 49.2 The contractor shall maintain a progress report/ register and the same should be signed by both the contractor's and the Railway Engineer's representative. The copy of the such progress report /register shall be submitted while submitting claims for payments.

50. Certification of Work

- 50.1 The methodology shall be framed mutually agreed to certify the work, through checklists, standards progressively. The installations shall be checked by a quality assurance team of the contractor and witnessed by Purchaser's Representative.
- 50.2 The Contractor shall enlist the equipment assemblies/ sub assemblies/ components accessories and other movable components on successful installation and commissioning of the equipment.
- 50.3 **The progressive work** shall be certified progressively for supply installation, testing commissioning *as indicated in terms of payment* to release on account payment demanded by the contractor if any
- 50.4 **Completion Certificate** shall be issued by the purchaser on physical completion of all the works, Testing & successful commissioning of the system, handing over of drawing, manuals, imparting Training, T&P, spares, and other provisions of the contract.
- 50.5 The prior approval for energisation from the **competent authority i.e. PCEE & EIG** shall be obtained as per the statutory regulations in force if required. The Contractor shall be responsible for all safety aspects included and approved.

51. Completion of Work

- 51.1 The contractor shall complete the whole of the work in all respect on or before the date fixed in the contract or any authorized extension thereof. The Railway Administration is entitled to recover penalty as stipulated in the General Conditions of contract if the contractor is in default.
- 51.2 **Maintenance Certificate:** The Contract shall not be considered as completed until a Maintenance Certificate shall have been signed by the Engineer stating that the works have been completed and maintained to his satisfaction. The Maintenance Certificate shall be given by the Engineer upon the expiration of the period of maintenance or as soon thereafter as any works ordered during such period pursuant to Sub Clause (2) to Clause 48 of GCC these Conditions shall have been completed to the satisfaction of the Engineer, and full effect shall be given to this Clause notwithstanding the taking possession of or using the works or any part thereof by the Railway.

The Competent Authority to issue above Maintenance Certificate shall normally be the authority who is competent to sign the contract. If this Competent Authority is of the rank lower than JA Grade, then a JA Grade Officer (concerned with the work) should issue the certificate. The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the Contractor and that there is no due from the Contractor to Railways against the contract concerned.

51.3 Cessation of Railway's Liability: The Railway shall not be liable to the Contractor for any matter arising out of or in connection with the contract for execution of the works unless the Contractor has made a claim in writing in respect thereof before the issue of the Maintenance Certificate under this clause.

51.4 Unfulfilled Obligations: Notwithstanding the issue of the Maintenance Certificate the Contractor and (subject to Sub-Clause (51.3) of this Clause) the Railway shall remain liable for the fulfillment of any obligation incurred under the provision of the contract prior to the issue of the Maintenance Certificate which remains unperformed at the time such Certificate is issued and for the purposes of determining the nature and extent of any such obligations, the contract shall be deemed to remain in force between the parties thereto.

52. Final Payment: On the Engineer's certificate of completion in respect of the works, adjustment shall be made and the balance of account based on the Engineer or the Engineer's representative's certified measurements or Engineer's certified "contractor's authorized engineer's measurements" of the total quantity of work executed by the Contractor upto the date of completion and on the rates accepted in Bill(s) of Quantities and for extra works on rates determined under Clause 39 of these Conditions shall be paid to the Contractor subject always to any deduction which may be made under these presents and further subject to the Contractor having signed delivered to the Engineer enclosing either a full account in detail of all claims he may have on the Railway in respect of the works or having delivered No Claim Certificate and the Engineer having after the receipt of such account given a certificate in writing that such claims are not covered under excepted matter i.e. Clauses 7(j), 8, 18, 22(5), 39.1, 39.2, 40A, 43(2), 45(i)(a), 55, 55-A(5), 57, 57A, 61(1), 61(2) and 62(1), 63(iv) and 63.2.11 of the Standard General Conditions of Contract or in any Clause (stated as excepted matter) of the Special Conditions of the Contract, that the whole of the works to be done under the provisions of the Contracts have been completed, that they have been inspected by him since their completion and found to be in good and substantial order, that all properties, works and things, removed, disturbed or injured in consequence of the works have been properly replaced and made good and all expenses and demands incurred by or made upon the Railway for or in the respect of damage or loss by from or in consequence of the works, have been satisfied agreeably and in conformity with the contract.

52.1 Settlement:

On final acceptance / successful completion of guarantee period, the Security Deposit/ performance bank guarantee shall be released. The necessary recovery/penalties if any due from the contractor shall be adjusted from payment due / security deposit/performance bank guarantee.

53. Supply of Materials, Tools, Plants and Equipments, Spare Parts by the Railway:

No material, tools, plant and equipment shall be supplied by railways. The Contractor has to arrange all tools, plant and equipment as well as materials required for the work.

All tools, tackle and M&P required for erection and assembly of the equipments and installation covered by the contract shall be arranged by the contractor himself including consumable material required for successful commissioning.

54. Security of men, material & work

The contractor will be responsible for any damage/theft for part of the work completed till entire works be taken over by the Railway.

55. Drafting of vehicles

The vehicles and equipment of the contractor can be drafted by Railway administration in case of Accidents/Natural calamities involving human lives.

56. Indemnity (Not applicable)

The contractor shall furnish the prescribed indemnity bond as per General Condition of Contract, for all Railway material issued to him for execution of work.

57. Guarantee/ Defect Liability

- 57.1 The Contractor shall Guarantee satisfactory working of the Control & Relay panels of all the equipment & the installations maintained/ cleaned or replaced maintained by him irrespective of origin (imported or indigenous) for a period of contract i.e. 24 months.
- 57.2 During the period of guarantee the Contractor shall keep available an experienced engineer and necessary equipment to attend to any defective installations resulting from defective erection and / or defects in the equipment supplied by the contractor. This engineer shall not attend to rectification of defects, which arise out of normal wear and tear and come within the purview of routine maintenance work. The Contractor shall bear the cost of all modifications, additions or substitutions that may be considered necessary due to faulty material, design or workmanship for the satisfactory working of the equipment. The final decision shall rest with the Electrical Engineer in-charge of work or his (their) successor(s)/nominee.
- 57.3 During the period of guarantee the Contractor shall be liable for the replacement at site of any parts which may be found defective in the equipment whether such equipment be of his own manufacture or those of his sub-contractors, whether arising from faulty design, material, workmanship or negligence in any manner on the part of the Contractor provided always that such defective parts or not repairable at site are promptly returned to the contractor if so required by him at his (Contractor's) own expenses. In case of type defects in Contractor's equipment & components detected during the guarantee period, the Contractor should replace all such items irrespective of the fact that whether all such items have failed or not. The Contractor shall bear the cost of repairs carried out on his behalf by the Purchaser at site. In such a case, the Contractor shall be informed in advance of the works proposed to be carried out by the Purchaser.
- 57.4 If it becomes necessary for the Contractor to replace or renew any defective portions of the equipment under the para aforesaid then the provision of the said para shall also apply to the portions of the equipment so replaced or renewed until the expiration of six months from the date of such replacement or renewal or until the end of above mentioned period whichever is later. Such extension shall not apply in case of defects of a minor nature, the decision of the Engineer or his successor / nominee being final in the matter. If any defect be not remedied within a reasonable time during the aforesaid period, the Purchaser may proceed to do the work at the Contractor's risk and expense, but without prejudice to any other rights and remedies which the Purchaser may have against the Contractor in respect of such defects or faults.
- 57.5 The repaired or renewed parts shall be delivered and erected on site free of charge to the Purchaser.
- 57.6 Any material, fittings, components or equipments supplied shall also be covered by the provision of this paragraph. The liability of the contractor under the guarantee will be limited to re-supply of equipments, components and fittings. Such re-supply shall be effected at the contractor's depot or, in the event of closure of the depot, at the store depot or the Engineer in charge of maintenance of overhead equipment of the section covered by the contract.
- 57.7 In the case of materials, components, fittings and equipment supplied by the purchaser, no liability will rest on the contractor for failure on account of defective materials or workmanship and for any consequential damages. Such defective materials, if not yet erected on line, will be returned to by the contractor to the purchaser and such quantities will be considered for the purpose of final reconciliation over and above.
- 57.8 The Contractor shall receive calls for any and all problems experienced in the operation of the systems, attend to these within 12 hours of receiving the complaints and shall take steps to immediately correct any deficiencies that may exist.
- 57.9 The Equipment supplied shall provide satisfactory services as per scope of work. In case, the system malfunctions or does not perform to the required standards as specified in scope, the penalty/recovery for exceeding the prescribed/offered limit as deemed fit in the opinion of the engineer in-charge of work, the same shall be recovered from the contractor from the payment due or through encashment of Bank Guarantee available in hand.

58. Other documents The Contractors shall supply three sets of hard copies of the test certificates after completion of work. Work shall not be deemed complete till this requirement is satisfactorily complied with.

59. Test Certificates

Contractor shall furnish certificates for the type-tests, routine-tests as per the relevant Standard Specification for major equipment/ component/ fitting either at the manufacturer's works or in a laboratory approved by the Engineer, and the cost thereof shall be borne by the Contractor. Test certificates of successful prototype tests shall be furnished within a month of completion of the prototype test and routine test certificates after passing of the equipment/ component/ fitting by the Engineer's Representative on inspection.

60. LABOUR

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

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

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

60.2 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.

60.3 Updation of Labour Data on Railway's Shramikkalyan Portal:
(RB letter No.2018/CE-I/CT/4 dated 17.10.2018).

A contractor is to abide by the provisions of payment of wages act & minimum wages act in terms of clause 54 and 55 of Indian Railways General Condition of contract. In order to ensure the same, an application has been developed and hosted on website www.shramikkalyan.indianrailways.gov.in. Contractor shall register his firm/company etc and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The registration/updation of portal shall be done as under.

- (a) Contractor shall apply for onetime registration of his company/firm etc in the Shramik kalyan portal with requisite details subsequent to issue of letter of acceptance. Engineer shall approve contractor's registration on the portal within seven 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 acceptance(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 approved details of LOA filled by contractor within 7 days of receipt of such request.
- (d) After approval of LOA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on Shramikkalyan portal monthly basis.

- (e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payment made thereof after each wage period.

While processing payment of any 'On account Bill' or final bill or release of advances or performance of guarantee/security deposit, contractor shall submit a certificate to the Engineer or Engineer's representative 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 Railways Shramikkalyan portal at www.shramikkalyan.indianrailways.gov.in.till ----- month year.

60.4 Safety Measures / Reporting of Accidents

- (i) The contractor shall take all precautionary measures and conform to IE rules & regulations of "occupational safety and health hazards" and that of Railway's safety in force for the time being in order to ensure the protection of his own and Railway personnel moving about or working on the Railway premises.
- (ii) The Purchaser shall remain indemnified by the contractor in the event of any accident occurring in the normal course of work arising out of the failure of Contractor or his men to exercise reasonable precaution at all places of work whether or not, the purchaser decides to safety measures at any particular site of work.
- (iii) The contractor shall remain fully responsible for ensuring safety and in case of any accident, shall bear cost of all damages to this equipment and men and also damages to Railway and its passengers. Engineer in- charge may impose any other condition necessary for a particular work on site.
- (iv) **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 arrangement to render all possible assistance.

60.5 **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.

60.6 **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 and forfeit his Performance Guarantee as well as Security Deposit.

61. DETERMINATION OF CONTRACT

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

62. Arbitration:

- (a). Provision of clauses 63 & 64 to the GCC will be applicable only for settlement of claims or disputes between the parties for values less than or equal to 20% of the value of the contract and when claims or disputes are of value more than 20% of the value of contract, provision of clause 63 & 64 and other relevant clauses of GCC will not be applicable and arbitration will not be a remedy for settlement of such disputes.
- (b). The contractor shall not be entitled to ask for reference to arbitration before the completion of the work assigned to him under this contract. The contractor shall seek reference to arbitration to settle the disputes only once within the ambit condition (a) above.
- (c). These special conditions (a) & (b) shall prevail over existing clauses 63 & 64 of the GCC.

Other conditions are as per GCC latest.

63. Letter of Credit as mode of payment:

(RB letter No.2018/CE-I/CT/9 dated 04.06.2018).

- 63.1 For all the tenders having advertised cost of Rs.10 lakh or above, the contractor shall have the option to take payment for Railways through a letter of credit (LC) arrangement.
- 63.2 This option of taking payment through LC arrangement has to be exercised in IREPS 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 LC option.
- 63.3 The option so exercised shall be an integral part of bidders offer.
- 63.4 The above option of taking payment through LC arrangement once exercised by the tenderer at the time of bidding shall be final and no change shall be permitted thereafter during execution of contract.
- 63.5 In case the tenderer opts for payment through LC following shall be the procedure to deal release of payment through LC
- 63.6 The LC shall be sight LC
- 63.7 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.
- 63.8 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 accounts 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.
- 63.9 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 there after shall be finalized by the engineer in consultation with the contractor on the basis of expected progress of work.
- 63.10 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 LC. All sums payable/borne by Railways on this account shall be considered as reasonable compensation and paid by contractor.
- 63.11 The LC terms and conditions shall inter-alia provide that Railways will issue a document of authorization after passing the bill for completed work to enable contractor to claim the authorized amount from their bank.
- 63.12 The acceptable agreed upon documents for payments to be released under the LC shall be the document of authorization.
- 63.13 The document of authorization shall be issued by Railway accounts office against each bill passed by Railways.
- 63.14 On issuance of document of authorization, a copy of documents of authorization shall be posted on IREPS for download by the contractor. A digitally signed copy of document of authorization shall also be sent by Railway accounts office to Railway's Bank (Local SBI Branch).
- 63.15 The contractor shall take printout of the document of authorization 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 authorization, bill of exchange and bill.
- 63.16 The payment against LC shall be subject to verification from Railway's Bank (Local SBI branch).
- 63.17 The contractor's bank (advising bank) shall submit the documents to the Railway's Bank.
- 63.18 The Railway's bank (issuing bank) shall after verifying the claim so received w.r.t the digitally signed

document of authorization received from Railway accounts office, release the payment to contractor's bank (advising bank) for crediting the same to contractor's account.

- 63.19 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.
- 63.20 The LC shall be closed after the release of final payment including PVC amount if any to the contractor.
- 63.21 The release of performance guarantee or security deposit shall be dealt directly by Railway with the contractor i.e not through LC

64. EXPLANATORY NOTES:

- (i) Items details in the Schedule of Quantity and Rates shall be read in conjunction with specifications of tender for respective items.
- (ii) All items of provision mentioned in SOR covers Design, Manufacture, Supply of materials, Erection, Testing and Commissioning as required including small parts such as bolts, nuts, lock nuts, washers etc.
- (iii) The tenderer shall quote the offer in percentage above/below the schedule for rates both in figures and words.
- (iv) The quoted percentage will be applicable to each item and rate of tender schedule for deciding the amount to be paid to the Contractor.
- (v) The prices shall be commercially firm and without any ambiguity.
- (vi) The basic quantities and components of materials, required to make a unit of work for selected items, are indicated for guidance only. There may be minor variation to suit erection but adjustment in prices of schedule shall not be made on that account.
- (vii) In estimating the prices for various items of work, provision for loss and wastage in transit and erection should be provided for over and above the basic quantities, components and materials required to make an unit of work.
- (viii) Wherever a list of material is indicated for supply and erection, then it will mean major materials but other minor material required for completion of concerned SOR items, tenderer has to arrange the same within the rates applicable to that particular item.
- (ix) The Contractor shall arrange all necessary tools, equipments, instruments, spares and other facilities for execution liason, checks and tests and commissioning as specified and decided by the engineer in-charge.
- (x) Testing and Commissioning: The successful tenderer shall demonstrate various efficiency and other related parameters as specified in the specification but not limited to, during testing and commissioning, as desired by the representative of the Electrical Engineer.
- (xi) The information asked to be furnished shall be complete in all manner. If there is any entry like 'shall be furnished later' or blanks are left against any item, the tender is not likely to be considered.
- (xii) The contractor shall observe all colour code in wiring, viz. Red, Yellow, Blue for Phases, Black for Neutral and Green for Earthing.
- (xiii) Any alteration/ addition take place while carrying out the work, it is within the power of Sr.DEE/P/MMCT. Proposed locations / stations are tentative, which may vary at the time of execution of the work. Work site can be anywhere in suburban and non suburban section of the Mumbai Division.
- (xiv) Samples of all materials shall be got approved by the Sr Divisional Electrical Engineer (Power) Mumbai Central i.e. Sr.DEE(P)MMCT or his authorized representative. Also consignee will inspect these items after receipt of the material. Material shall be offered for inspection by Tenderer in a single lot for a particular item. As & when material is ready, same shall be communicated to the Consignee along with details of location / address. Technical needs /Specification /test reports etc shall be submitted to the Consignee before claiming of payment.
- (xv) The successful tenderer shall take electrical connection for site work (if needed), by submitting the charges as admissible.

65. SAFETY INSTRUCTIONS:**A. Following Instructions for the safety, but not limited to, shall be followed during execution of work:**

- (a) All contractual work should be carried out by trained workers in presence of competent supervision of the firm. Before leaving the site, supervisor must ensure that the work has been stopped and workers have cleared the workplace and left the site.
- (b) Every contract worker / representative should be provided all required personal protective equipments by the firm and ensure its using during execution of the work by the firm representatives.
- (c) Before execution of the work, considering all potential hazards associated in the work, contract workers / representatives should submit a written memo / intimation for getting permission from the concerned authorities.
- (d) Ensure isolation of the site from all probable hindrances before starting the work.
- (e) Standard electrically insulated tools should be used for such type of working and proper shutdown of electricity should be ensured by the firm representative before starting the work.
- (f) "Permit to work" should be followed, whenever necessary.
- (g) All applicable provision of the factories Act – 1948 and the factories rules – 1963 shall be followed, wherever required.
- (h) All contract workers / representatives should be issued valid identity card by the authorized person of the firm and it should be available with the site supervisor / workers.

B. Following Procedure, but not limited to, shall be followed for safe working:

- 1) Proper power block to be obtained from Electrical Department, when digging work / Horizontal boring / Any other work have to be carried out.
- 2) Whenever track horizontal boring are required to carry out by electrical, signal and telecom and engg deptt., in view of safety, all these departments are required to carry out joint survey & drawing of same to be signed with these departments' branch officers.
- 3) Before undertaking work at any location, the main supply to the system to be disconnected by switching OFF the main switch / MCB etc. A person accompanying the working team shall be deputed to be available at the main panel / switch board besides putting up a "MAN AT WORK" board at the panel.
- 4) If fuses have been provided in main panel / switch board the these should be removed and kept in custody of working team of attending the failure and not to be kept in the vicinity of main panel / switch board.
- 5) All staff executing the work shall invariably use personal protective equipment like insulated shoes, hand gloves, insulated tools etc.
- 6) Before switching OFF the supply the technician executing the work shall check the healthy condition of his TEST LAMP and presence of supply.
- 7) If there is any other supply source in the vicinity such as inverter supply, DG set supply, solar supply etc. the action shall be taken to isolate the same.
- 8) Before starting the actual work, the technician will once again ensure with the TEST LAMP, that the power supply has actually been switched off besides taking verbal confirmation from the person deputed to switch OFF the supply.
- 9) Extra precautions to be taken while working on electrical equipments which are fitted at a considerable height from ground level like street lights, platform gantry lights, high bay fittings, high masts, overhead lines etc. In such case an extra person shall be deputed to ensure stability of the ladder etc.
- 10) Before starting work in overhead lines, the technician shall always ensure that the line is properly earthed and shall remove the same before restoration of supply.
- 11) The power supply shall be restored only upon the instructions of the person who has instructed to switch OFF the supply before starting the work and taking conformation that

the work has been completed and now it is safe to switch ON the supply. In no case the supply should not be restored upon the instructions of a different person.

- 12) After completion of work the supply systems viz, Main supply switches, inverter supply, DG Set supply, Solar supply etc shall be switched on to their original position and “MAN AT WORK” board shall be removed.
- 13) The above instructions must be ensured by site supervisor or most senior technician available at the site.

ANNEXURE - II

**CERTIFICATE OF NO RELATIVE BEING AN EMPLOYEE OF WESTERN
RAILWAY**

I/WE THE UNDER SIGNER HEREBY SOLEMNLY DECLARE AND CERTIFY THAT I /WE DO NOT HAVE ANY OF OUR RELATIVE/RELATIVES EMPLOYED IN THE WESTERN RAILWAY (ELECTRICAL DEPARTMENT) EXCEPT THE NAMES MENTIONED HEREIN UNDER:

1.....

2.....

3.....

AND SO ON

NOTE:-NAMES,DESIGNATION,NAME OF OFFICE,HEADQUARTER OF THE TENDERER'S RELATIVE IN WESTERN RAILWAY (ELECTRICAL DEPARTMENT) TO BE MENTIONED BY THE TENDERER/TENDERERS IN 1,2,3 AND SO ON ABOVE.

SIGNATURE OF TENDERER WITH STAMP

ANNEXURE - III

**Certificate of Information regarding Employment/ Partnership etc. of Retired
Railway Employees with the tenderer**

TABLE – A

SI No.	Information Sought	Whether 'Yes' or 'No'
1	Is any retired Railway Engineer/Gazetted Officer associated with the firm as detailed vide Para 16(a), (b) Part -I & Part-II of Para 59.(9) Of GCC, JULY 2020.	

Note: If the answer is 'Yes' above, comply the condition as per para 16(a) (b) of Part I & Part-II of para 59.(9) of GCC, JULY 2020 as per Table- 'B' below . If the Space is left blank in Table "A" it will presumed as 'NO' by Default.

TABLE – B

SI No	Name	Type of Association with the tenderer	Date of Retirement from the services	Post held at the time of retirement	Particulars of permission taken for association with the tenderer	Any other information linked with para 16 (a), (b) of Part I & Part-II of para 59.(9) of GCC, JULY 2020

If answer is 'Yes' in Table 'A', details at Table- 'B' is not entered, the tender offer Shall be rejected.

SIGNATURE OF TENDERER WITH STAMP.....

ANNEXURE - IV

WESTERN RAILWAY
CONTRACT AGREEMENT OF WORKS

CONTRACT AGREEMENT NO. _____ DATED _____

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

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

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

Contractor _____ (Signature)

Railway: Designation _____

Address _____

(For President of India)

Date _____

Date _____

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

Witnesses:

ANNEXURE - V**BIDDERS SHALL CONFIRM AND CERTIFY ON THE BEHALF OF THE TENDERER INCLUDING ITS CONSTITUENTS AS UNDER:**

(Annexure-V is required only as per new format attached and in new format of Annexure-V, there are some changes w.r.t earlier formats.)

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 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 upto two year. Further, I/we 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 c e r t i f i c a t e submitted by us are found to be false/forged at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of Bid Security/Security Deposit and Performance guarantee and may also lead to any other action provided in the contract including banning of business for a period of upto two year.

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

SEAL AND SIGNATURE
OF THE TENDERER

Place:

Dated:

ANNEXURE-V(A)

Reference -Para 6.1 of ITT

(This certificate is to be given by attorney/authorized signatory/EACH MEMBER of Partnership firm/Joint Venture (JV) / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc.)

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

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

SEAL AND SIGNATURE
OF THE CONSTITUENT FIRM/CONSTITUENT PARTNER

Place:

Dated:

ANNEXURE – VI

Reference -Para 10.3 & 17.15.3 of Tender Form (Second Sheet) of Annexure I of ITT of GCC

(Railway Board Letter No. 2022/CE-I/CT/GCC-2022/POLICY/Pt.I (E-3320424) New Delhi,
Dated 13.03.2026).

TENDERER'S CREDENTIALS (BID CAPACITY)**RAILWAY**

For tenders having advertised value more than Rs 10 crore wherein eligibility criteria includes bid capacity also, the tenderer will be qualified only if its available bid capacity is equal to or more than the total value of the present tender. The available bid capacity shall be calculated as under:

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

Where,

A = Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender), taking into account the completed as well as works in progress.

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

B = Existing commitments and balance amount of ongoing works with tenderer as per the prescribed proforma of Railway for statement of all works in progress and also the works are awarded to tenderer but yet not started upto the date of inviting of tender.

Note:

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

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

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

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

- (c) Value of a completed work/work in progress/work awarded but yet not started for a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying his/her compliance to the above mentioned bid capacity in the tender under consideration.
- (d) The arithmetic sum of individual “bid capacity” of all the members shall be taken as JV’s “bid capacity”.
- (e) In case, the tenderer/s failed to submit the above statement along with offer, their/his offer shall be considered as incomplete and will be rejected **summarily**.
- (f) The available bid capacity of tenderer shall be assessed based on the details submitted by the tenderer. In case, the available bid capacity is lesser than estimated cost of work put to tender, his offer shall not be considered even if he has been found eligible in other eligibility criteria/ tender requirement.

Annexure –VIA**Para 5 of the Instructions to Tenderers of GCC****(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,

BeneficiaryRailway

Date:.....

Bank Guarantee Bond No.:

Date:-----

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

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

AND

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

1. KNOW ALL MEN that by these present that I/We the undersigned ***[Insert name(s) of authorized representatives of the Bank]***, being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay to the Railway full amount in the sum of ***[Insert required Value of Bid Security]*** as above stated.
2. The Bank undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway on the Bank shall be final, conclusive and binding,

absolute and unequivocal on the Bank notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Bidder or Bank.

3. The Bank shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the Bidder and without the Railway being required to show grounds or give reasons for its demand of the amount so demanded.
4. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.
5. The Bank agrees that no change, addition, modifications to the terms of the Bid document or to any documents, which have been or may be made between the Railway and the Bidder, will in any way absolve the Bank from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification made by Railway at anytime.
6. This guarantee will remain valid and effective from.....*[insert date of issue]* till*[insert date, which should be minimum 90 days beyond the expiry of validity of Bid]*. Any demand in respect of this Guarantee should reach the Bank within the validity period of Bid Security.
7. The Bank Guarantee is unconditional and irrevocable.
8. The expressions Bank and Railway herein before used shall include their respective successors and assigns.
9. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the Railway. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.
10. The Bank hereby confirms that it is on the SFMS (Structured Financial Messaging System) and shall invariably send the advice of this Bank Guarantee to the following bank details –

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

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

Date

Place.....

Bank's Seal and authorized signature(s)

[Name in Block letters]

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

[P/Attorney] No.

Witness:

1 Signature, Name & Address & Seal

2 Signature, Name& address & Seal

Bank's Seal

*[P/Attorney]*No.

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

Annexure –VIB

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

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

NAME OF BIDDER/JV PARTNER:

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

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

SEAL AND SIGNATURE OF THE BIDDER

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

(Signature of Chartered Accountant)

Name of CA: _____

Registration No: _____

(Seal)

Annexure - VII

Proforma for Time Extension

No. _____

Dated: _____

Sub: (i) _____ *(name of work)*.

(ii) Acceptance letter no. _____

(iii) Understanding/Agreement no. _____

Ref: _____ *(Quote specific application of Contractor for extension to the date received)* _____

Dear Sir,

1. The stipulated date for completion of the work mentioned above is _____.
From the progress made so far and the present rate of progress, it is unlikely that the work will be completed by the above date (or 'However, the work was not completed on this date').
2. Expecting that you may be able to complete the work if some more time is given, the competent authority, although not bound to do so, hereby extends the time for completion from _____ to _____.
3. Please note that an amount equal to the liquidated damages for delay in the completion of the work after the expiry of _____ *(give here the stipulated date for completion with/without any liquidated damage fixed earlier)* will be recovered from you as mentioned in Clause 17B of the Standard General Conditions of Contract for the extended period, notwithstanding the grant of this extension. You may proceed with the work accordingly.
4. The above extension of the completion date will also be subject to the further condition that no increase in rates on any account will be payable to you.
5. Please intimate within a week of the receipt of this letter your acceptance of the extension of the conditions stated above.
6. Please note that in the event of your declining to accept the extension on the above said conditions or in the event of your failure after accepting or acting upto this extension to complete the work by _____ *(here mention the extended date)*, further action will be taken in terms of Clause 62 of the Standard General Conditions of Contract.

Yours faithfully

For and on behalf of the President of India

Annexure - VIIA

Proforma for 14 Days Notice for Offloading of Part of Contract work

_____ **RAILWAY**
(Without Prejudice)

To

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

In spite of repeated instructions to you by the subordinate offices as well as by this office through various letters of even no. _____, dated _____; you have failed to showadequate progress of work so as to complete the contract within the original / extended date of completion of contract and part(s) of contract work are yet to be started/ still lagging behind the agreed program of work, listed as under:

(Details of part(s) of work which is delayed and can be executed independently, to be mentioned).

2. Your attention is invited to this office/Chief Engineer's office letter no. _____, dated _____ in reference to your representation, dated _____.

3. As you have failed to abide by the instructions issued to commence the work /to show adequate progress of work, you are hereby given 14 days' notice in accordance with Clause 40A of the Standard General Conditions of Contract to deploy adequate resources i.e. *(the details of resourcerequirement, to be mentioned)* and commence / to make good the progress for part(s) of works detailed above, failing which action as provided in Clause 40A of the Standard General Conditions ofContract shall be commenced after expiry of 14 days' notice period viz. to offload few/ all part(s) of work mentioned above to any of the existing or new contractor without your participation and at yourRisk & Cost, not exceeding the value of Performance Guarantee of this contract, which may pleasebe noted.

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

Annexure - VIIB

Proforma for Notice for Part of Contract work Offloaded

_____**RAILWAY**

(Without Prejudice)

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

1. Fourteen days' notice under Clause 40A of the Standard General Conditions of Contract was given to you under this office letter of even no., dated____; but you have taken no/inadequate action to deploy adequate resources to commence the part(s) of work/show adequate progress of the part(s) of work, mentioned therein.

As you have failed to abide by the instructions issued to commence the part(s) of work/show adequate progress of the part(s) of work even at the lapse of 14 days' notice period under Clause 40A of the Standard General Conditions of Contract, few part(s) of the work under the contract have been offloaded and being executed by other mode(s) at the cost detailed below:

Or,

1. Please refer your request letter no..... dated, wherein it was requested under clause 40 A of the Standard General Conditions of Contract to offload part(s) of works at your risk & cost. The details of part(s) of the work under the contract which have been offloaded and being executed by other mode(s) at the cost detailed below:

(List of Part(s) of work offloaded, Details of mode of execution of such offloaded work alongwith approximate cost thereof to be mentioned)

2. The final measurement of work(s) already executed for above part(s) of work recorded as per clause 45 (A) or/and 45 (B) of the Standard General Conditions of Contract is enclosed herewith.

3. The Bill(s) of Quantities for Part(s) of work offloaded is enclosed herewith.

4. The additional cost in execution of offloaded work through mode(s) mentioned in para (1) above is determined as Rs. __, over & above the cost of execution under this contract (including the PVC amount payable as per contract, as on the date of issue of this notice). This additional cost shall be recovered from your next on account bill(s) or any other dues payable to you under contract.

5. The Contract value gets reduced to Rs.:

6. You are requested to continue with the balance work in the contract subsequent to offloading of above part(s) of work.

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

Annexure - VIII

Certificate of Fitness

1. (a) Serial Number _____
(b) Date _____
 2. Name of person examined _____
 3. Father's Name: son/daughter of _____
Residing at _____
 4. Sex _____
 5. Residence: _____
 6. Physical fitness _____
 7. Identification marks _____
 8. Date of birth, if available, and/or certified age _____
I certify that I have personally examined (name) _____ who is desirous of being employed in a factory or on a work requiring manual labour and that his/her age as nearly as can be ascertained from my examination, is _____ years.
- I certify that he/she is fit for employment in a factory or on a work requiring manual labour as an adult/child.
9. Reasons for :
(a) Refusal to grant certificate, or _____
(b) Revoking the certificate _____

Signature or left hand

Thumb impression of the person examined.

Signature of Certifying Surgeon

Note: In case of physical disability, the exact details and cause of the physical disability should be clearly stated.

Annexure - IX**Proforma of 7 Days' Notice For Works as a Whole/In Parts****(DETAILS OF PART OF WORK TO BE MENTIONED)**_____**RAILWAY**

(Without Prejudice)

To

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

In spite of repeated instructions to you by the subordinate offices as well as by this office through various letters of even no. _____, dated _____; you have failed to startwork/show adequate progress and/or submit detailed programme for completing the work/part of work (details of part of work to be mentioned).

2. Your attention is invited to this office/Chief Engineer's office letter no. _____, dated _____ in reference to your representation, dated _____.

3. As you have failed to abide by the instructions issued to commence the work /to show adequate progress of work you are hereby given 7 days' notice in accordance with Clause 62 of the Standard General Conditions of Contract to commence works / to make good the progress, failing which further action as provided in Clause 62 of the Standard General Conditions of Contract viz. to terminate your Contract and complete the balance work without your participation will be taken.

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

Annexure - X**Proforma of 48 Hrs. Notice For Whole Work**

_____ **RAILWAY**
(Without Prejudice)

To,

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

Seven days' notice under Clause 62 of the Standard General Conditions of Contract was given to you under this office letter of even no., dated____; but you have taken no action to commence the work/show adequate progress of the work.

2. You are hereby given 48 hours' notice in terms of Clause 62 of the Standard General Conditions of Contract to commence works / to make good the progress of works, failing which and on expiry of this period your above contract will be rescinded and the work under this contract will be carried out independently without your participation and your Security Deposit shall be forfeited and Performance Guarantee shall also be encashed and any other consequences which may please be noted.

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

Annexure - XI**Proforma of Termination Notice****_____ RAILWAY****(Without Prejudice)**

No. _____

Dated. _____

To,

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

Forty eight hours (48 hrs.) notice was given to you under this office letter of even no.,

Dated _____; but you have taken no action to commence the work/show adequate progress of the work.

Since the period of 48 hours' notice has already expired, the above contract stands rescinded in terms of Clause 62 of the Standard General Conditions of Contract and the balance work under this contract will be carried out independently without your participation. Your participation as well as participation of every member/partner in any manner as an individual or a partnership firm/JV is hereby debarred from participation in the tender for executing the balance work and your Security Deposit shall be forfeited and Performance Guarantee shall also be encashed.

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

Proforma of 48 Hrs. Notice (Part Termination)

RAILWAY

To

M/s _____

Contract Agreement No. _____

In connection with _____

- Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

Annexure - XIII

Proforma of termination Notice (Part Termination)
(DETAILS OF PART OF WORK TO BE MENTIONED)

_____ **RAILWAY**

(Without Prejudice)

No. _____

Dated.

To,

Dear Sir,

Contract Agreement No. _____

In connection with _____

1. Forty eight hours (48 hrs.) notice was given to you under this office letter of even no., dated _____; but you have taken no action to commence the work/show adequate progress of the part of work (details of part to be mentioned).
2. Your above part of work in contract..... (details of part to be mentioned) stands rescinded in terms of Clause 62 of the Standard General Conditions of Contract and the same will be carried out independently without your participation. Your participation as well as participation of every member/partner in any manner as an individual or a partnership firm/JV is hereby debarred from participation in the tender for executing the balance work
3. Your full Performance Guarantee for the contract shall be forfeited and you shall not be issued any completion certificate for the contract. However, no additional Performance Guarantee shall be required for balance of work being executed through the part terminated contract.
4. The contract value of part terminated contract stands reduced to

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

Annexure - XIV

Final Supplementary Agreement

1. Articles of agreement made this day_____ in the year_____between the President of India, acting through the_____Railway Administration having his office at _____herein after called the Railway of the one part and _____of the second part.
2. Whereas the party hereto of the second part executed an agreement with the party hereto of the first part being agreement Number_____dated_____for the performance _____herein after called the 'Principal Agreement'.
3. And whereas it was agreed by and between the parties hereto that the works would be completed by the party hereto of the second part on_____date last extended and whereas the party hereto of the second part has executed the work to the entire satisfaction of the party hereto of the first part.
4. And whereas the party hereto of the first part already made payment to the party hereto of the second part diverse sums from time to time aggregating to ₹ _____including the Final Bill bearing voucher No.____dated _____of value _____duly adjusted as per price variation clause, if applicable (the receipt of which is hereby acknowledged by the party hereto of the second part in full and final settlement of all his /its claims under the principal agreement.

And whereas the party hereto of the second part have received sum of ₹ ____through the Final Bill bearing voucher No.____dated _____duly adjusted as per price variation clause (PVC), if applicable (the receipt of which is hereby acknowledged by the party thereto of the second part) from the party hereto of the first part in full and final settlement of all his/its disputed claims under principal agreement.

Now, it is hereby agreed by and between the parties in the consideration of sums already paid by the party hereto of the first part to the party hereto of the second part against all outstanding dues and claims for all works done under the aforesaid principal agreement excluding the Security Deposit, the party hereto of the second part have no further dues of claims against the party hereto of the first part under the said Principal Agreement. It is further agreed by and between the parties that the party hereto of the second part has accepted the said sums mentioned above in full and final satisfaction of all its dues and claims under the said Principal Agreement.

(Applicable in case Final Supplementary Agreement is signed after release of Final Payment)

Or

And whereas the party hereto of the first part already made payment to the party hereto of the second part diverse sums from time to time aggregating to ₹ _____through various On Account Bills (the receipt of which is hereby acknowledged by the party hereto of the second part).

And whereas the party hereto of the second part have received sum of ₹ _____ through various On Account Bills (the receipt of which is hereby acknowledged by the party thereto of the second part) from the party hereto of the first part and party hereto of the second part have accepted final measurements recorded on Page No to Page No of Measurement Book No and corresponding Final Bill duly adjusted as per price variation clause (PVC), if applicable, for full and final settlement of all his/its disputed claims under principal agreement.

Now, it is hereby agreed by and between the parties in the consideration of sums already paid through various On Account Bills and sums to be paid through Final Bill duly adjusted as per price variation clause (PVC), if applicable, based on accepted final measurements including the Security Deposit by the party hereto of the first part to the party hereto of the second part against all outstanding dues and claims for all works done under the aforesaid principal agreement, the party hereto of the second part have no further dues of claims against the party hereto of the first part under the said Principal Agreement.

(Applicable in case Final Supplementary Agreement is signed before release of Final Payment)

5. It is further agreed and understood by and between the parties that the arbitration clause contained in the said principal agreement shall cease to have any effect and/or shall be deemed to be non-existent for all purposes.

Signature of the Contractor/s for and on behalf of the President of India

Witnesses

ADDRESS: _____

Annexure - XV**Agreement towards Waiver Under Section 12(5) and Section 31(A)(5) of Arbitration and Conciliation (Amendment) Act**

I/we..... (Name of agency/Contractor) with reference to agreement no raise disputes as to the construction and operation of this contract, or the respective rights and liabilities, withholding of certificate and demand arbitration in respect of following claims :

Brief of claim:

- (i) Claim 1- Detailed at Annexure-
- (ii) Claim 2 –
- (iii) Claim 3 –

I/we..... (post of Engineer) with reference to agreement no..... hereby raise disputes as to the construction and operation of this contract, or the respective rights and liabilities, withholding of certificate and demand arbitration in respect of following claims:

I/we do/do not agree to waive off applicability of section 12(5) of Arbitration and Conciliation (Amendment) Act.

Signature of Claimant_____Signature of Respondent _____

Agreement under Section 31(5)

I/we..... (Name of claimant) with reference to agreement no..... hereby waive off the applicability of sub section 31-A (2) to 31-A (4) of the Arbitration and Conciliation (Amendment) Act. We further agree that the cost of arbitration will be shared by the parties as per Clause 64(6) of the Standard General Conditions of Contract.

Signature of Claimant_____Signature of Respondent _____

*Strike out whichever not applicable.

Annexure - XVI**Certification by Arbitrators appointed under Clause 63 & 64 of Indian Railways General Conditions of Contract**

1. Name:
2. Contact Details:
3. Prior experience (Including Experience with Arbitrations):
4. I do not have more than ten on-going Arbitration cases with me.
5. I hereby certify that I have retired from Railways w.e.f. _ and empanelled as Railway Arbitrator as per 'The Arbitration and Conciliation Act- 1996'.
6. I have no any past or present relationship in relation to the subject matter in dispute, whether financial, business, professional or other kind.
Or
I have past or present relationship in relation to the subject matter in dispute, whether financial, business, professional or other kind. The list of such interests is as under:
7. I have no any past or present relationship with or interest in any of the parties whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to my independence or impartiality in terms of The Arbitration and Conciliation Act-1996.
Or
I have past or present relationship with or interest in any of the parties whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to my independence or impartiality in terms of The Arbitration and Conciliation Act-1996. The details of such relationship or interests are as under:
8. There are no concurrent Circumstances which are likely to affect my ability to devote sufficient time to the arbitration and in particular to finish the entire arbitration within twelve months.

Or

There are Circumstances which are likely to affect my ability to devote sufficient time to the arbitration and in particular to finish the entire arbitration within twelve months. The list of such circumstances is as under:

B. New Annexure –XVII, Part-II of GCC -2022 shall be read as under:-**Annexure –XVII**

Reference Para 16.(4)

Insurance Surety Bond for Performance Security

Name of the issuer of surety bond:

President of India,

Acting through.....,

.....

Railway

Date:.....

.....

Surety Bond No:..... Issue Date :.....

Amount of Bond:..... Expiry Date:.....

WHEREAS, In consideration of the President of India acting through

.....(Designation & address of contract signing

authority),.....Railway,....., (hereinafter called “The Railway”)

having accepted the bid of M/S XXXXX hereinafter called the contractor, for the work of XXX” under

invitation of bids No XXXX Dated XXXXX, vide Letter of Acceptance No.....

AND

WHEREEAS, the contractor is required to furnish Performance Security for the sum of ₹.XXXX

(Rupees XXXX Only), in the form of Surety Bond, being a condition precedent to the signing

of the contract agreement.

SB No:

Date:

WHEREAS, we, _____, (Name of insurance company) hereinafter called the Surety, acting through [Designation(s) of the authorised person of the Surety], have, at the request of the M/s. XXXX contractor, agreed to give Bond for performance security/ additional performance security as hereinafter contained:

- 1) KNOW ALL MEN by these present that I/We, the undersigned [Insert name(s) of authoized representatives of the Surety], being fully authorized to sign and incur obligations for and on behalf of the Surety, confirm that the Surety, hereby, unconditionally and irrevocably Bond to pay the Railway the full amount in the sum of XXXX)(**(Rupees XXXX Only)** as above stated.
- 2) The Surety 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 Surety shall be final, conclusive and binding, absolute and unequivocal notwithstanding any disputes raised/pending before any Court tribunal, arbitration or any authority or any threatened litigation by the Bidder or Bank.
- 3) On payment of any amount less than aforementioned full amount, as per demand of the Railway, the Bond shall remain valid for the balance amount i.e. the aforementioned full amount less the payment made to the Railway.
- 4) The Surety shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the contractor and without the Railway being required to show grounds or give reasons for its demand or the amount demanded.
- 5) The Surety Bond shall be unconditional and irrevocable.
- 6) The Bond hereinbefore shall not be affected by any change in the constitution of the Surety or in the constitution of the Contractor.
- 7) The Surety agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the Railway and the Contractor, will in any way release us from the liability under this Bond; and the Surety, hereby, waives any requirement for notice of any such change, addition or modification to the Surety.
- 8) This Bond is valid and effective from the date of its issue, which is [insert date of issue]. The Bond and our obligations under it will expire on XXXX (Expiry Date). All demands for payment under the Bond must be received by us on or before that date.
- 9) The Surety agrees that the Railways right to demand payment of aforementioned full amount in one instance or demand payments in parts totalling up to the aforementioned full amount in several instances wilt be valid until either the aforementioned full amount is paid to the Railway or the Bond is released by Railway before the Expiry date.
- 10) The Surety agrees that its obligation to pay any amount demanded by the Railway before the expiry of this Bond will continue until the amount demanded has been paid in full.
- 11) The expressions Surety and Railway hereinbefore used shall include their respective successors, administrators and assigns.

- 12) The Surety hereby undertakes not to revoke the Bond during its currency, except with the previous consent in writing of the Railway. This Bond is subject to the Uniform Rules for Demand Bonds, ICC Publication No. 758.
- 13) We, the Surety Insurer, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, tribunal, arbitrator or any other authority.
- 14) The Bond shall be in addition to and without prejudice to any other security Bond (s) of the contractor in favour of the Railway available with the Railway. The Surety, under this Bond, shall be deemed as Principal Debtor of the Railway.

Notwithstanding anything to the contrary contained in these presents,

- a. Our liability under this Surety Bond shall not exceed XXXX (Rupees XXXX Only).
- b. This Surety Bond shall be valid up to XXXX (being the date of expiry);
- c. Unless the bank is served a written claim or demand on or before XXXX (date of expiry) all rights under this Bond shall be forfeited and the Surety shall be relieved and discharged from all liabilities under this Bond irrespective of whether or not the original Surety bond is returned to the Surety.

Date the day of 2024

- 15) The Insurance Surety Bond shall be verified by sending mail to (customer.care@sbigeneral.in).

Place.....

Bank's Seal and authorised signature(s)

(Name in Block letters).....

(Designation with Code No).....

(P/Attorney) No.

Witness

1.

2.

.....
(Note: All italicized texts are for guidance or how to prepare this Insurance Surety Bond and shall be deleted from the final document.)

ACS 9 dt.09/01/2025

Annexure - XVIII

TECHNICAL CREDENTIALS

(Only for the eligible completed similar work / works)

- a. Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, **(Tenderer should upload minimum THREE work completion certificates for fulfillment of this criteria)** or
- b. Two similar works each costing not less than the amount equal to 40% of advertised value of the tender, **(Tenderer should upload minimum TWO work completion certificates for fulfillment of this criteria)** or
- c. One similar work each costing not less than the amount equal to 60% of advertised value of the tender. **(Tenderer should upload minimum ONE work completion certificate for fulfillment of this criteria)**

Note:-

- i) **Tenderer must submit relevant certificates issued by appropriate authority; complete with the specific information mentioned below.**
- ii) **Tenderer should ensure that these works are similar nature works as mentioned in the NIT/ Tender document.**

Work Completion Certificate shall be complete with following information:

Work Completion Certificate		
Certificate/ File No.:		Date:
1.	Name of Work	
2.	Contact Agreement No.	
3.	Name of the Firm Contractor with Address	
4.	Date of Award	
5.	Original Value of Contract / Agreement Cost (in Rs.)	
6.	Original Date of Completion.	
7.	Whether Work has been Physically Completed	
8.	Actual Date of Completion.	
9.	Details of Extensions of DOC	
10.	Is Final Bill Paid ?	
11.	Final Value of Contract (in Rs.)	
12.	Whether Worked as a Main Contractor ?	
13.	Whether Worked in the Individual Capacity or in a Joint Venture.	
14.	If the work was executed as a Joint Venture firm, the share of each partner to be given.	
15.	Brief scope of work	

Signature, Designation & Stamp of Certificate issuing Authority

WESTERN RAILWAY
SCHEDULE OF APPROXIMATE QTY & RATES

Name of the work: Churchgate - Consultancy services for Air Conditioning of GLO, Annex Building and Churchgate station building of Western Railway Headquarters Office.

.....

Sr. No	Description	Qty (Nos)	Rates (Rs)	Units	Total Amount (Rs.)
01	Consultancy services for "Air Conditioning" of GLO building, annex building and Churchgate station building of Western Railway Headquarters office, including associated modification of electrical, telecom & civil engineering setup. The services include survey of sites, feasibility analysis, preparation of DPR, queries, design review drawing, preparation of concept plan & estimates with tender schedule & specifications as per scope of work. The work also includes making presentation to Heritage Committee & obtaining their approval.	01	Rs.16,50,000/-	Job.	Rs.16,50,000/-
					Rs.16,50,000/-
			GST 18%		Rs. 2,97,000/-
					Rs.19,47,000/-
Grand Total: Rs. Nineteen Lakhs Forty Seven Thousand only.					

Note:

- 1) The above rates shall be firm, inclusive of all taxes, GST, duties, freight and other incidental charges, as applicable. GST will be paid as per prevailing rate at the time of billing on submission of documentary evidence.
- 2) However, for evaluation of bid, the rate for GST shall be considered as per the GST Act, as applicable as on date of tender closing, irrespective of the rate quoted by the bidder for GST.
- 3) All the bidders/tenders should ensure that they are GST compliant and their quoted tax structure/rates are as per GST Law.
- 4) The tenderer shall quote percentage the above or at par or below of the schedule.
- 5) Tenderers are advised not to quote individual item wise rates.
- 6) The price shall be commercially firm and without any ambiguity. Offer with any sort of ambiguity or incomplete offer will be summarily rejected.
- 7) The quantities shown in the above schedule are approximate and are as a guide to give the tenderer(s) an idea of quantum of work involved.
- 8) The Railway reserves the right to increase/decrease and /or delete or include any of the quantities given above as per the requirement of work.
- 9) Items details shall be read in conjunction with Schedule, Specifications, Special Conditions of Contract, Explanatory Notes of tender.
- 10) Supply & Erection rate shall cover the entire cost of incidental transport lead & lift.

Scope of Work

Name of work: Churchgate - Consultancy services for Air Conditioning of GLO, Annex Building and Churchgate station building of Western Railway Headquarters Office.

INTRODUCTION:

1. It is proposed to provide air conditioning in all floors of existing GLO building (including annex building) and Station HQ building which are located at Churchgate station of Mumbai division of Western Railway. Air Conditioning work shall be carried out in areas designated for staff and officers in these buildings.
2. The consultancy work involves survey, collection of information/data, analysis and based on it, submission of report to Railways regarding planning, design and development for the air conditioning project. The floor plans of both the buildings as available are enclosed herewith as Annexure B - GLO building & Annexure C - Station HQ building for ready reference. However, the firm should carry out detailed survey & confirm actual requirement as per site conditions and accordingly should submit their offer.

Major work involved will be Air conditioning, Augmentation of electrical power supply system, Modification/ alteration work related to Civil and Telecommunication.

3. The consultancy work includes:-

Submitting feasibility report , preparing estimate, design of system, tendering, certifying quality of materials, obtaining any statutory certificate (if any), supervision of execution of works, certify the work executed etc., manage timely completion of works and appraise Railways for progress and overall execution of works during the period of contract, as per our requirement to maintain precise temperature and humidity conditions, using the latest available technology, keeping in mind the execution in occupied building, energy saving aspects, availability of after sales service, spare parts and ease of maintenance.

- Survey, collection of information/data, analysis
- Preparation of detailed project report DPR including heat load calculations.
- Preparation and submission of construction drawings
- Preparation and submission of 3D concept plan
- Preparation and submission of estimates, BOQ
- Preparation and submission of tender document specifications and tender schedule
- Making presentation to the heritage/concerned Railway committee, if necessary, and obtaining their approval
- Monitoring the execution of work, to certify quality of materials & the work executed, and advice the Railway authority regarding the implementation process of various phases of the project

TERMS OF REFERENCE (TOR)

(A) Objectives:

1. Considering the volume, specialized nature of the job, heritage status of the GLO building and involvement of various departments, it is proposed to engage a consultant having experience of dealing with heritage buildings, centralized air conditioning, electrical, civil and telecom work.
2. Options for air conditioning of GLO and Station HQ building:

Option 1 - Air conditioning can be considered for the entire area of all floors of GLO and Station HQ building including staff working area and also area already covered under air conditioning viz officer's chambers, conference rooms, control rooms etc with better energy efficient centralized air conditioning.

Option 2 - Air conditioning may be considered for designated areas of each department only by means of provision of AC cubicles with revised seating layout, furniture etc so that requirement of the air conditioning can be minimized to reduce capital and running cost.

3. Suggesting type of air-conditioning system to be installed to meet the requirement in efficient/economical manner i.e. Tonnages of the air conditioning unit (indoor & outdoor) with Heat load calculations, no. of such units, location of the units where it will be erected/installed etc. The proposed AC system should be energy efficient and suitable for location. The AC system should comply with ISHRAE norms for air quality and air conditioning.
4. Thoroughly inspect the existing AC system and pick up the usable parts and discard the rest. Decide the upset value of the discarded parts.
5. Suggesting requirement of thermal insulations, false ceiling, automatic door closer, air curtain and heat insulating glass on window etc. to enhance energy efficiency of AC system.
6. The AC equipment and accessories should be considered to be installed duly taking care of Heritage status of GLO building.
7. No AC equipment and accessories to be planned in the common corridor and building facade area to avoid adverse effect on heritage status of the building.
8. Windows to be kept free for opening/closing.
9. Existing Chambers should be suggested for re-location if infringing/occupying gallery/Corridor/windows to keep area (not covered for air conditioning) for natural lighting and air circulation.
10. Existing chambers and meeting halls provided with Split/ Window AC shall also be considered for a centralized air conditioning system in the proposed scheme.
11. In view of above points, a detailed report including estimating / costing and scheduling of items in item rate terms to be provided for the whole work in a scheduled manner for Civil work, Electrical work, Air-conditioning work, Telecommunication work etc. shall be submitted by the firm incorporating the following:
 - Supply of centralized air conditioning equipment including accessories, erection, commissioning and testing.
 - Addition/Modification in Civil Engineering Work for these buildings.
 - Telecom work involved like telecom assets routers, switches, CCTV, PA system, racks shifting, relocations of telecom cables concealed/ structured wiring/ rewiring along with installation and commissioning of all affected telecom amenities details with cost. Any improvement in networking, upgraded version of network devices (wired/ wireless) may be suggested.
 - The requirement of additional electrical load for air conditioning and suggesting requirement of power supply augmentation with transformer, cables, electrical panels etc.
 - Annual Running operational and maintenance cost of AC system.
 - Total estimated capital expenditure for the project.

(B) The outline scope of services to be performed by the Technical Consultant shall include but not limited to the following:

1. To carry out measured drawings and condition mapping, preparation of construction/working drawing, preparation of estimates with rate analysis, specification with schedule of quantities for the entire work i.e. HVAC/air conditioning, electrical work for power supply augmentation & supply distribution system etc., civil and telecommunication work.
2. Preparing preliminary project report including heat load calculations, Design of HVAC system, ducting & piping designs & its layout, freezing the specification & suitable selection of Plant, AHU, Pumps etc and cost estimate with operating costs & Life cycle costs, time and progress charts etc.

with detailed specifications on the final design and scheme and preparing report on the merits of the selected scheme, to enable the Railways to take a decision on the sketch designs and the scheme as a whole and approve the same.

3. Preparing final project cost estimate with detailed specifications and rate analysis after incorporating necessary corrections, if any, as suggested by the Railways and submitting.
4. Submission of report along with concept plan and construction/working drawings to Mumbai Heritage Conservation Committee/ concerned HQ committee, if necessary, for NOC/approvals. Consultant will provide all necessary assistance for obtaining approvals from all the statutory authorities or other state agencies/ concerned HQ committee etc. For all drawings prior approval has to be obtained from competent authority of the Railway.
5. Consultant has to make drawings/sketches with dimensions for the purpose, preparing and making presentation wherein the details of the scheme may be explained in detail. Any doubt that may arise thereof may be clarified and changes, if any suggested in the proposed design, may be incorporated or deleted as found suitable, to meet the needs of the Railways, so as to enable to select the design and the scheme.
6. EXECUTION: Consultant to prepare tender papers based on the approved Design. Preparation of tender document for two bid system having Technical bid and Financial bid, with schedule of quantities, specifications and special conditions, Terms and conditions of the contract for the whole work in a scheduled manner for Air-conditioning work, Electrical work, Civil work, Telecommunication work.
7. The selection of the contractors for execution of the project will be through open bidding. Hence, scope of this consultancy also includes, preparing comparative statements and submitting assessments and recommendations thereon, arranging pre-bid meeting of contractors in consultation and jointly with the Railways, if required, and preparing the minutes of pre-bid meeting and submitting for approval, assisting the Railways to conduct negotiation with bidder wherever necessary and after Railways decision on the tender, preparing contract documents and getting them executed by the contractors selected by the Railways.
Preparing the rate analysis of extra / substitute items, if any, with due recommendations and submitting for its approval.
8. Consultant will certify quality of materials & the work executed, provide complete supervision of the work till completion. Regular supervision of the work during execution of work. Checking and verifying the materials received on site as per specifications. Ensuring quality and timely completion of work. Testing/checking / commissioning of various equipment's and certifying that all the equipment's are functioning as per the specifications.
9. Final inspection and certification after completion of the work in consultation of the Railway authority. submitting the final minimum three sets of 2D drawing of the completed work (as built drawings) with soft copies.
10. The consultant shall be wholly and solely responsible for the successful completion of the project in all respects consistent with safety and stability from the inception up to the handing over of the entire air conditioning system to the Railways.
11. Providing services during arbitration, if any.
12. Any other services incidental to or connected with the said works usually and normally rendered by Consultant and not referred to in any of the items referred to above.
13. The bidder who participate as consultant will not be allowed to participate for execution of the work.
14. Bill certification of contractor will be done by the Railway authority.

(C) Schedule for completion of tasks:

i)	To carry out measured drawings and condition mapping for all floors of existing GLO building (including annex building) and Station HQ building which are located at Churchgate station. Preparation of status report including inspection report, Arrive at the TR capacity after Heat load calculations, preparation of report for total work involved including design & execution methods, preparation of construction/working drawing, 3D concept plan, preparation of estimates with rate analysis, specification with schedule of quantities for the entire work.	45 days
ii)	preparation of tender document for two bid system having Technical bid and Financial bid, with schedule of quantities, specifications and special conditions,	15 days
iii)	Tender invitation and finalization of tender, Prepare a comparative statement of the tenders received and submit it for approval.	90 days
iv)	Monitoring the entire work by the consultant	12 Months

(D) Payment of Consultancy fees:

Sr. No	Milestone	% Payment	Cumulative percentage payment
i)	After preparation of DPR, conceptual design, methodology of execution of work (including design & execution methods), preparation of construction/working drawing, 3D concept plan, preparation of estimates with operating costs & Life cycle, rate analysis.	30%	30%
ii)	After obtaining approval of heritage committee/ concerned Railway committee and any other heritage conservation related approval/NOC from state authorities, for the finalized plans, designs, estimates etc., submitting detailed working drawings and working methodology.	30%	60%
iii)	After preparation of tender document for two bid systems with Technical bid and Financial bid, with schedule of quantities, specifications and special conditions. Prepare a comparative statement of the tenders received and submit it for approval.	20%	80%
iv)	Set a kick-off meeting with the contractor and explain him the entire work, Monitoring and supervision of the work, to certify quality of materials & the work executed (i.e. after completion of physical work)	10%	90%
v)	After issuing of work completion certificate (in all aspects i.e. after completion of physical as well as financial)	10%	100%

GST will have to be paid as per extent rules of Govt. of India. This should be included in the offer rates.

Bidder while quoting for the consultancy, shall take into account the above time schedule and nothing extra shall be payable to the consultant for services during and in extended time period for completion of project by the contractor, required for any unforeseen reasons. Consultant to seek time extension from the Railway, without prejudice to the right of Railway to levy liquidated damages, if the delay is on the part of the consultant.

(E) Support or inputs to be provided by the Railway to facilitate the consultancy:

The Railway will arrange for site visit of the consultants for inspection of the GLO building (including Annex building) and Station HQ building located at Churchgate station of Mumbai

division of Western Railway. The Railway will co-ordinate with the personnel of the consultants to provide necessary information/inputs for this work.

(F) Final outputs that will be required from the consultant:

Sole responsibility for supervising/monitoring the entire work satisfactorily shall lie with the consultant. The report should also mention the comprehensive maintenance required for the proposed AC plants as well as future care provisions to be taken.

(G) Mode of tendering

'Two bid system' will be adopted for the finalization of consultant. Bidder will have to submit technical as well as financial bid on IREPS as 'Two packet tendering system' (Railway board letter no 2017/Trans/01/Policy dt. 27/11/2017 may please be referred to for details)

(H) BIDDING PROCESS

1. The Authority has adopted a single stage two packet system (referred to as the "**Bidding Process**") for selection of the Bidder to provide the Consultancy Services. The 1st part (the "**Technical Bid**") of the process involves evaluation of the requirements of the technical bid by the interested parties and who submits a Bid in accordance with the provisions of this tender (the "**Bidder**"). The 2nd part of the process involves opening of financial bids (the "**Financial Bid**") of the bidders qualified in Technical Bid. The Technical and Financial Bid shall collectively be referred as Bid (the "**Bid**"). Bids will finally be ranked according to their combined technical and financial scores as specified.
2. The Bidder is liable for damages in following cases:
 - a) If the Bidder submits a non-responsive Bid
 - b) If the Bidder withdraws its bid (offer) during the Bid Validity Period.
 - c) If the Selected Bidder fails to accept the Letter of Award in writing within the time specified in this document or any extension thereof granted by the Authority.
 - d) If the Selected Bidder fails to sign the agreement within the time specified in this document or any extension there-of granted by the Authority.
 - e) If the Bidder imposes any condition after the Bid Due Date affecting the original bid.
 - f) If the Selected Bidder fails to submit the Performance Security within stipulated time.

3. Evaluation of Bids

Prior to evaluation of Bids, Authority will determine whether each Bid is responsive to the requirements of the tender. Authority may, in its sole discretion, reject any Bid that is not responsive hereunder.

A Bid shall be considered responsive only if:

- i. the Technical Bid is received in the form specified;
- ii. it is accompanied by the Bid Security as specified.
- iii. it is digitally signed & submitted by the Authirised signatory of the firm, and marked as stipulated in this tender;
- iv. it contains all the information (complete in all respects) as requested in the tender;
- v. it does not contain any condition or qualification; and
- vi. it is not non-responsive in terms hereof.

Authority shall subsequently examine and evaluate Bids in accordance with the Selection Process and the criteria set out in this tender.

(I) EVALUATION CRITERIA**1. EVALUATION OF TECHNICAL BID**

Technical Bid shall be evaluated as under:

Fulfillment of basic evaluation requirements

1. Qualifying criteria is proposed as under in the Technical Scoring Criteria :

- a. In the first stage, the Technical Bid will be evaluated. Based on the technical evaluation, **only those Bidders who's Technical Bids score is 40 or more out of 80 shall qualify for further consideration.**
- b. A bid will be considered unsuitable and will be rejected at this stage if it fails to achieve the minimum technical score, and such failed bids will not be considered any further.

2. TECHNICAL SCORING CRITERIA

The scoring criteria to be used for evaluation shall be as follows.

i) Specific experience of the Bidder relevant to the Assignment / job	Max. Marks
a. Experience in Eligible Assignment of Consultancy Services of HVAC/ Central Air-conditioning works [each consultancy assignment cost of minimum Rs. 10 Lakhs] (5 marks for each Eligible Assignment subject to maximum 10 marks)	10 marks
a. Experience in Eligible Assignment of project execution of HVAC/ Central Air-conditioning work [each project execution assignment of minimum capacity 100HP VRF/ 100TR centralized chiller plant] (15 marks for each Eligible Assignment subject to maximum 30 marks)	30 marks
c. Experience in Eligible Assignment of Consultancy Services rendered for Heritage buildings [each consultancy assignment cost of minimum Rs. 10 Lakhs] (5 marks for each Eligible Assignment subject to maximum 10 marks)	10 marks
d. Experience in Eligible Assignment of projects execution for Heritage buildings [each project execution assignment of minimum capacity 100HP VRF/ 100TR centralized chiller plant] (5 marks for each Eligible Assignment subject to maximum 10 marks)	10 marks
e. Original Equipment Manufacturer (OEM) OR it's Authorized dealer of VRF/ Centralized AC OR Tender specific certificate of technical support from OEM.	10 marks
ii) Key Personnel: Competency for the assignment/ job	
The marks for Key Personnel will be further divided as under: [each consultancy assignment cost of minimum Rs. 10 Lakhs] and [each project execution assignment of minimum capacity 100HP VRF/ 100TR centralized chiller plant]	

a. HVAC Engineer (2.5 marks for each Eligible Assignment of Consultancy Services / projects execution undertaken, subject to maximum of 5 marks)	05 marks
b. Electrical Engineer (2.5 mark for each Eligible Assignment of Consultancy Services / projects execution undertaken, subject to maximum of 05 marks)	05 marks
TOTAL = (i + ii)	80 marks

NOTE: If same CV is proposed by two or more Bidders, zero marks shall be given to all such Bidders for such CV of Key Personnel.

3. WORK EXPERIENCE CRITERIA:

The criteria to be used for assigning Technical score and technical evaluation shall be as follows.

For considering an assignment as “Eligible Assignment”, the following conditions needs to be fulfilled.

- I. **Experience in Consultancy Assignments:** Experience in completed consultancy assignments in respect of architectural planning / master planning / urban design / HVAC/ Central Air-conditioning for any of the following projects:

Heritage structure / Development of Urban projects (such as district centres, shopping malls, educational campus, hospitals) / Theaters / Commercial Complexes / railway station / metro station / Mono-rail / high speed rail / bus terminal/station / airport / multi-modal transit hub, having each **consultancy assignments** Cost of minimum **Rs. 10 Lakhs**.

- II. **Experience in Projects Execution:** Experience in completed assignments of projects execution in respect of architectural planning / master planning / urban design or HVAC/ Central Air-conditioning for any of the following projects:

Heritage structure / Development of Urban projects (such as district centres, shopping malls, educational campus, hospitals) / Theaters / Commercial Complexes / railway station / metro station / Mono-rail / high speed rail / bus terminal/station / airport / multi-modal transit hub, having each project execution of minimum capacity **100HP VRF/ 100TR centralized chiller plant**.

Note:

- Contracts shall qualify as Eligible Assignment, if: the assignment is directly awarded to the Bidder by a Govt. Department / PSUs firms.
- The tenderer must have successfully completed the consultancy assignments, projects execution work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited.
- Work completion certificate issued by client (Govt. Departments / PSUs) should be provided. The firm needs to submit the supporting documents duly mentioning the name of the Project along with the project details and the cost of the Project. Only those projects which the consultant has under taken as lead member, directly appointed by the client, shall be considered in the evaluation and assessment of the consultant's experience and technical suitability.
- For claiming the desired experience, Bidder shall have to submit a valid proof acceptable to the Authority.

- v) In case of claiming experience by Bidder for ongoing projects of nature as mentioned above in (I) or (II), in relation to the Eligible Assignment, if payment received by the Bidder for the consultancy services on the date of bid submission equals or crosses the figure of minimum cost, then such experience can also be counted as Eligible Assignment.
- vi) For claiming marks against Original Equipment Manufacturer (OEM) in the scoring criteria - If the Bidder is not an Original Equipment Manufacturer (OEM) of VRF/centralized AC, the Bidder may enter into a MoU with a suitable OEM of VRF/centralized AC, and submit a copy of the MoU along with his offer. The MoU should be signed on a non-judicial stamp paper duly notarized and should be legally enforceable.
- vii) **Condition of Electrical Contractor License shall not be applicable for the consultancy work.**

4. TEAM COMPOSITION & QUALIFICATION REQUIREMENTS

Sr. No.	Position (Key Personnel)	Educational Qualifications and experience	Experience
1.	HVAC Engineer	Minimum Bachelor in Engineering / Technology in HVAC / Electrical / Mechanical	Should have minimum 10 years of experience as consultant, as mentioned in Work Experience Criteria.
2.	Electrical Engineer	Minimum Bachelor in Engineering / Technology in HVAC / Electrical	Should have minimum 10 years of experience as consultant/ projects execution, as mentioned in Work Experience Criteria.

- a. The Key Personnel shall be directly employed/engaged with the Bidder prior to the Bid Due Date. Details of the employment and engagement of Team Leader and other Key Personnel shall be uploaded with the tender.

However, other experts/specialists and managerial/support staff (not covered in above table), if required, may be deployed either as per requirement so that the Bidder should be able to complete the assignment successfully within the time schedule specified in Terms of Reference (TOR). Willingness of the Team Personnel on hire basis needs to be submitted along with their CV.

- b. CVs of any new Key Personnel to be deployed for the assignment should be submitted to Railway Authority for approval before deployment. But the new Key Personnel to be deployed should have higher or equal qualification than the replaced Key Personnel.

5. SHORTLISTING OF BIDDERS AND OPENING OF FINANCIAL BIDS

- i) After the technical evaluation, Authority shall prepare a ranking list of prequalified and shortlisted Bidders on the basis of Technical score.
- ii) Financial Bid of all the prequalified and shortlisted Bidders, who have scored 40 marks or more out of 80 in the Technical Bid, shall be opened, and the lowest cost offer from amongst technically qualified / passed consultants shall be selected.
- iii) Authority will not entertain any query or clarification from Bidders who fail to qualify at any stage of the Selection Process.

6. Other Terms and Conditions

- i) Before quoting, the Consultant shall visit and inspect the site and shall make his own assessment about the projects.
- ii) The Consultant's fee includes all the expenses related with all works executed as per 'Scope of Work', local conveyance and for visiting to the site.

- iii) The Consultant shall depute sufficient number of technical personnel in a project for supervision, monitoring, quality control and measurements to ensure smooth progress of the project as scheduled.
- iv) For supervision during execution of works, recording of measurement of work, etc., to ensure proper workmanship, quality and progress of work etc., the Consultant shall periodically/ as frequently as necessary visit the work at site, and a qualified and experienced resident engineer is appointed at the cost of and responsibility of the Consultant for supervision/monitoring of work under execution, taking site decisions, measurements quality controls etc., on approval by the Railways.
- v) In cases where the work is examined by any technical audit team or Railway Engineers and defects etc., are pointed out, the Consultant will assist Railways in taking suitable measures for rectification of the same to the satisfaction of the examiner and giving suitable replies or take action as may be necessary.
- vi) The Consultant shall render service to the Railways till completion of the defects liability period as indicated in the agreement executed between the Railway and the contractor.
- vii) Conflict of Interest: A Bidder shall not have a Conflict of Interest with regard to this assignment. Any Bidder found to have such a conflict of interest shall be disqualified.
- viii) Tender Documents are to be signed and submitted by such a person as may be legally competent to sign them on behalf of the firm, company, association, trust or society, as the case may be.
- ix) Supporting documents / Certificates for qualifying the Qualifying Criteria shall be issued by a person as may be legally competent to sign them on behalf of the firm, company, association, trust or society, as the case may be.
- x) The Bidder shall provide completion certificate to substantiate the experience from client for above mentioned consultancy assignment criteria.
- xi) The Bidder shall also provide project information in format that includes project details, such as name, location, description, project cost, consultancy fees, implementation period; client certification towards successful completion/ part completion with sign of authorized signatory, role of Bidder for the services rendered for this project and international design competition award won etc.
- xii) All tender documents including Bid Forms are to be submitted online under the digital sign of authorized signatory.
- xiii) Documents in support of evaluation criteria duly signed by authorized signatory.
- xiv) The Client of whom the completion certificate has been submitted by the Bidder should not have any affiliation in terms of subsidiary/parental company/group company This clause is not applicable in case the Bidder is a Govt department/PSU.
- xv) Registration certificate to practice architecture or render architectural/ consulting services in India by Council of Architecture or a Member of American Society of Heating and Refrigeration Engineering (ASHRAE) or Indian Society of Heating and Refrigeration Engineering (ISHRAE) or any such recognized Professional body related to the Consultant's field of working.

CHECK LIST FOR DOCUMENT TO BE SUBMITTED BY THE TENDERER

S.N.	DOCUMENTS
1	PAN CARD
2	GST Registration Certificate
3	BID SECURITY as per clause of this Tender Document in requisite format. (As per Bid Security Clause of enclosed GCC)
4	Affidavit / Certificate as per Annexure-V of this Tender Document. (As per Annexure-V of enclosed GCC)
5	Declaration for Non employment of retired gazetted officers of Railway as per clause 16 of GCC. (Proforma D of this Tender Booklet)
6	The tenderer shall clearly specify whether the tender is submitted on his own (Proprietary Firm) or on behalf of a Partnership Firm / Company / Registered Society / Registered Trust / HUF / LLP etc. The tenderer(s) shall enclose the attested copies of the constitution of their concern as applicable mentioned below:
a)	Sole Proprietor – Affidavit / Shop Act Registration for sole Proprietor.
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.
c)	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 favor of the individual to sign the tender on behalf of the company and create liability against the company.
d)	LLP (Limited Liability Partnership): If the tender is submitted on behalf of a LLP registered under LLP Act-2008, the tenderer shall submit along with the tender: (i) A copy of LLP Agreement (ii) A copy of Certificate of Incorporation (iii) A copy of Power of Attorney/Authorization issued by the LLP in favor of the individual to sign the tender on behalf of the LLP and create liability against the LLP
e)	Participation of Partnership Firms in works tenders: The tenderer shall clearly specify that the tender is submitted on behalf of a Partnership firm. The following documents shall be submitted by the partnership firm, with the tender: (i) A notarized copy of partnership deed. (ii) A notarized or registered copy of Power of Attorney in favor of the individual to tender for the work, sign the agreement etc. and create liability against the firm.
f)	Registered Society & Registered Trust: (i) A copy of the Certificate of Registration (ii) A copy of Deed of Formation (iii) A copy of Power of Attorney in favor of the individual to sign the tender documents and create liability against the Society/Trust.
7	Supporting documents / Certificates for qualifying the Qualifying Criteria shall be issued, in favor of the bidder, by a person as may be legally competent to sign them on behalf of the issuing firm, company, association, trust or society, as the case may be.
8	All the forms given below (Technical Bid Forms 1 to 6) enclosed herewith regarding supporting documents / Certificates for qualifying the Qualifying Criteria of works experience and Key Personnel shall be submitted by the firm alongwith other documents.

Technical Bid Form – 1: Letter Comprising the Bid
(On Bidder's letter head)
(To be submitted as part of Technical Bid)

(Date and Reference)

To,
SR. DEE (POWER)
3rd floor, DRM's Office, Mumbai Central
Mumbai 400 008.

[name and address of Authority],

Sub: Churchgate - Consultancy services for Air Conditioning of GLO, Annex Building and Churchgate station building of Western Railway Headquarters Office.

Ref.:

Dear Sir,

1. With reference to your Tender Document dated _____ I/We, having examined all relevant documents and understood their contents, hereby submit our Bid for selection of CONSULTANCY SERVICES. The Bid is unconditional and unqualified.
2. All information provided in the Bid and in the forms/Appendices is true and correct and all documents accompanying such Bid are true copies of their respective originals.
3. This statement is made for the express purpose of engagement as the CONSULTANCY SERVICES for the aforesaid Project.
4. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Bid.
5. I/We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. We certify that in the last five years, we have neither failed to perform on any contract, as evidence by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
7. I/We declare that:
 - (a) I/We have examined and have no reservations to the Tender Document, including any Addendum issued by the Authority;
 - (b) I/We do not have any conflict of interest in accordance with relevant clauses of the Tender Document.
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any Government, Central or State; and
 - (d) I/We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Bid that you may receive nor to select the Bidder, without incurring any liability to the Bidder(s).
9. I/We declare that we/any member of the consortium, are/is not a Member of a/any other Consortium applying for Selection as a CONSULTANCY SERVICES.

10. I/We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the CONSULTANCY SERVICES for the Project or which relates to a grave offence that outranges the moral sense of the community.
11. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
12. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.
13. I/We hereby irrevocably waive off right which we may have at any stage at law or whatsoever otherwise arising to challenge or question any decision taken by the Authority and/ or the Government of India in connection with the selection of the Bidder or in connection with the Selection process itself in respect of the above-mentioned Project.
14. The Bid Security of Rs. -----/- (-----) has been deposited in accordance with the tender document.
15. I/We agree and understand that the Bid is subject to the provisions of the tender document. In no case, shall I/We have any claim or right to whatsoever nature if the CONSULTANCY SERVICES for the Project is not awarded to me/us or our Bid is not opened.
16. I/We agree to keep this offer valid for 90 days from the tender submission date specified in the tender.
17. In the event of my/our being selected as the Bidder, I/We agree to enter into an Agreement in accordance with the format Schedule of the tender. We agree not to seek any changes in the aforesaid Form and agree to abide by the same. We also confirm that the Team Leader is on our payroll and all other Key Personnel if not on our payroll, shall be directly employed/engaged by us before the commencement of Services in terms of this Agreement.
18. I/We have studied the RFP and all other documents carefully and also surveyed the Project site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of CONSULTANCY SERVICES.
19. 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/We am/are not from such a country or, if from such a country, has been registered with the competent Authority. I/We hereby certify that I/we fulfills all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed).
20. I / We understand that if at the time of evaluation of the Bid or during execution of the contract, any declaration regarding local content, submitted through the relevant form as provided is found to be false, the Bidder shall be banned from submission of bids in any works/ services tender issued by Ministry of Railways for a period of upto 5 years from the date of such banning done along with such other actions as may be permitted by law.
21. I / We also undertake that the 'Local Content' added in the entire consultancy services will be submitted along with the final bill. Declaration for 'Local content' in terms of 'Public Procurement (Preference to Make in India) Order 2017, as amended, issued by Department of Industrial Policy and Promotion under Ministry of Commerce and Industry. The offer submitted meets the 'Local Content' requirement as prescribed under the tender. The percentage of local content is-----% of the total contract Value.

22. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/We submit this Bid under and in the accordance with the terms of the tender Document.

Yours faithfully,

(Signature of the Authorized Signatory)

(Name and designation of the Authorized Signatory)

(Name and seal of the Bidder)

Encl: 1. Bid Security
2. Other Bid Forms

Technical Bid Form- 2
Eligibility of the Bidder(s)#

Name of the Bidder:

S. No	1	2	3	4
Name of Eligible Assignment / Project				
Type / nature of Eligible Assignment / project (i.e. consultancy or project /work execution)				
Name of Client				
Project Agreement/ Letter of Acceptance LOA No. & Date				
Cost of the Eligible Assignment / project as per Agreement (in Rs.)				
Status: Completed / in progress				
Date of completion of assignment / project				
Payment received by the Bidder (in Rs.) for the project				

The Bidder should provide details of only those projects that have been undertaken by it under its own name.

* The names and chronology of Eligible Assignments included here should conform to the project-wise details submitted.

(Signature of the Authorized Signatory)

(Name and designation of the Authorized Signatory)

(Name and seal of the Bidder)

Note: The Bidder may attach separate sheets to provide brief particulars of other relevant experience of the Bidder

Technical Bid Form - 3
Eligible Assignments of Bidder (project-wise details)

Name of the Bidder:

Name of Eligible Assignment / Project	
Type / nature of Eligible Assignment / project (i.e. consultancy or project /work execution)	
Description of services performed by the Bidder firm:	
Name of Client and Address: (Indicate whether Govt./ Public/ Private entity)	
Project Agreement/ Letter of Acceptance LOA No. & Date	
Cost of the Eligible Assignment / project as per Agreement (in Rs.)	
Status: Completed / in progress	
Start date and finish date of the services	
Payment received by the Bidder (in Rs.) for the project	
Brief description of the project:	

Note:

1. Use separate sheet for each Eligible Assignment.
2. The Bidder may attach separate sheets to provide brief particulars of other relevant experience of the Bidder.
3. Supporting documents / Certificates for qualifying the Qualifying Criteria shall be issued by a person as may be legally competent to sign them on behalf of the issuing firm, company, association, trust or society, as the case may be.
4. Contracts shall qualify as Eligible Assignment, (the "Eligible Assignment"), if: the assignment is directly awarded to the Bidder by a Govt. Department / PSUs. The tenderer must have successfully completed the work(s) in past 05 financial years and including the current financial year preceding the Bid Due Date.
5. Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organization, 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.

(Signature of the Authorized Signatory)

(Name and designation of the Authorized Signatory)

(Name and seal of the Bidder)

Technical Bid Form - 4
Particulars of Key Personnel

The list of the proposed Key Personnel/ Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks is to be provided in this Form.

S. No.	Name of Staff	Position / Designation	Educational Qualification	Length of Professional Experience (in years)	Present Employment		No. of months on Bidder pay roll prior to Bid Due Date
					Name of Firm	Employed since	
	Key personnel						
1							
2							
3							
4							
	Support Staff						
1							
2							
3							
	Total						

Note:
Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, Technicians, Assistants etc.).

Technical Bid Form - 5**CURRICULUM VITAE (CV) FOR PROPOSED KEY PERSONNEL / PROFESSIONAL STAFF
ALONGWITH CONSENT LETTER:**

1. Proposed Position:
[For each position of key professional separate Technical Bid Form-6 will be prepared]:
2. Name of Firm:
[Insert name of firm proposing the staff]:
3. Name of Staff:
[Insert full name]:
4. Date of Birth:
5. Nationality:
6. Education:
[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:
7. Membership of Professional Associations:
8. Other Training:
9. Employment Record:
[Starting with present position, list in reverse order every employment held by staff member, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

From [Year]: To Year]:	Employer:	Positions held:
------------------------	-----------	-----------------
10. Detailed Tasks Assigned
[List all tasks to be performed under this Assignment/job]
11. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned
[Among the Eligible Assignment/ jobs in which the staff has been involved, indicate the following information for those Eligible Assignment/jobs that best illustrate staff capability to handle the tasks listed]

Name of Assignment/job or project:
Year (Start / Completion):
Location:
Employer:
Main project features:
Positions held:
Activities performed:
Cost of Project:
12. Certification:
 - (i) I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

- (ii) I further undertake that my CV is being proposed for this project by ----- (the Bidder) and I have not given consent to any other consultant(s) to propose my CV for any position for this project.
- (iii) I undertake that I have no objection in uploading/hosting of my credentials by Authority in public domain.
- (iv) I am willing to undertake the assignment and ensure my availability for the duration of the assignment.
- (v) I have no history of involvement in Vigilance/CBI/Police Case, resulting in major penalty punishment of removal/dismissal/compulsory retirement or conviction.
- (vi) I have never been debarred from providing consultancy services by any government authority /PSU Or I was debarred from providing consultancy services by for years from ../../.. to ../../.. and period of debarment is now over.

Date:

Place:

[Signature of Key Personnel / Professional]
[Full name]

(Signature and name of the authorised
signatory of the Bidder)

Technical Bid Form – 6

Eligible Assignment of Key Personnel

Name of Key Personnel:	
Designation of Key Personnel:	
Name of the Project:	
Name of Firm where employed:	
Description of services performed by the Key Personnel (including designation):	
Type of Project	
Name of client and Address: (indicate whether Govt./ Public /Private)	
Consultancy amount / Professional Fee received (in Rs)	
Estimated capital Cost (in Rs)	
Start date and finish date of the services (month/ year)	
No. of days spent on the project	
Brief description of the project:	

It is certified that the aforesaid information is true and correct to the best of my knowledge and belief.

(Signature and name of Key Personnel)

Notes:

- 1) Use separate sheet for each Eligible Assignment.
- 2) The Bidder may attach separate sheets to provide brief particulars of other relevant experience of the Key Personnel.

SPECIAL CONDITIONS OF CONTRACT (SCC)

(Electrical Power Department)

1.0 General

- 1.1 The contract shall be governed by Indian Railway's Standard General Conditions of Contract (GCC) April 2022 (with latest amendment if any) and Special Condition of Contract (SCC) given below. The following special conditions shall supplement and be read in conjunction together with above General conditions of Contract (GCC)(with latest amendment if any), General/technical specifications, schedule of quantities, explanatory notes, drawings and any other document forming part of this tender.
- 1.2 Work under this contract shall be executed as given in this tender document and as required at site whether specifically shown or not. The Contractor shall carry out and complete the work under this contract in every respect in conformity with the contract documents, as per directions of and to the satisfaction of the Purchasers' Representative.

2.0 Interpretation

In all matters of clarifications, dispute of interpretation, the decision of the engineer in-charge of the work, shall be final and binding.

3.0 Scope of Work

- 3.1 The scope shall include as specified in the Schedule of Rates and Quantities, explanatory notes, technical specifications and other documents of the tender.
Scope of work under this contract shall include provisions as specified in schedule of work, specification as per in GCC, SCC and other documents comprising of tender document but not restricted to.
- 3.2 Tenderer shall go through the specifications, related standards, requirement schedule and other contract conditions and shall include all the provision whether specified clearly or not for successful testing and commissioning. All such provisions are deemed as included unless pointed out while quoting of the offer.
- 3.3 The contractor shall include the supply of entire materials in accordance with specification and the whole of the work necessary for the complete installation as set down in this specification and with the accompanying schedules and drawings. Materials and components not specifically stated in the specifications and/or bill of materials or noted on the drawings (or anywhere in the tender document) but which are necessary for satisfactory installation /commissioning and operation of the system shall be deemed to have been included in the scope of work.

4.0 Intent of Specifications

- 4.1 Technical specifications forming a part of this contract are intended to cover work referred herein enclosed. It is not the intent to specify completely herein all aspects of design, constructional features of equipment and details of the work to be carried out, but nevertheless the intent of the specification is to ensure that the equipment and work shall conform in all respects to the relevant Bureau of Indian Standard Specifications, Codes of Practice, Indian Electricity Act, Indian Electricity Rules and other Statutory Regulations as may be applicable and to high standards of engineering, design and workmanship. The equipment and work shall perform in continuous operation in a manner acceptable to the Purchaser's Representative who will interpret the meaning of the specifications and drawings and shall have the right to reject or accept any equipment or work, which in their assessment is not complete to meet the requirements of this specification and/or applicable Codes and Standards. Any item specially mentioned or not in the scope of work, but required to complete the work shall be deemed to be in the scope as per approved design, drawing & specification.
- 4.2 The work shall conform to all provisions of the relevant Government Legislation, Regulations and Bye- laws of the Central/Local Authorities and of any State Electricity Boards/Companies to whose system the installation is Page 29 of 49 proposed to be connected. The Contractor shall arrange to give all necessary notices required under the said Acts, Regulations and/or Bye- laws.
- 4.3 The contractor shall examine the installations' specifications, drawings & schedule of quantities for feasibility & safety and may suggest or ask for change required if any to provide satisfactory & safe services of the equipment designated for the station but the decision of the engineer in-charge of the work shall be final and binding.

5.0 Specifications and Schedules

- 5.1 The Technical specifications and schedule of quantities & rates shall be considered as part of this contract and any work or materials shown in schedule and not called for in the specifications or vice versa, shall be executed as if specifically called for in both. The drawings if any are for the guidance of the contractor. Exact locations, distances and levels will be governed by the site conditions.
- 5.2 The quantities indicated in Schedule are approximate. The successful tenderer will place the order for materials only after carrying out survey jointly with railways as per site requirement.
- 5.3 Special conditions of contract (SCC) shall be read in conjunction with the general conditions of the contract, technical specifications, schedule of quantities, drawings and any other document forming part of this tender/contract. For any discrepancy between the general conditions and special conditions, provisions of special conditions shall prevail. For any discrepancy between technical specifications and schedule of quantities, the provisions of schedule of quantities shall prevail. The decision of the Engineer in-charge of the work shall be final and binding in the regard.
- 5.4 Wherever it is mentioned in the specifications that the Contractor shall perform certain work or provide certain facilities, it is understood that the Contractor shall do so at his own cost. Contractor shall get the arranged material inspected/tested as required before use and shall not move/ dispose off the material so arranged without the written permission of authorized representative of Purchaser.

6.0 Site Working Conditions

- 6.1 Tenderers, if they so desire, can, before submitting the tender, inspect the site of the work after obtaining prior approval from Purchasers' Representative in order to familiarize themselves of the conditions of work prevailing at site as also quantum of statutory levies (taxes, duties etc.) applicable. No extra claim on account of lack of such knowledge shall be entertained after award of contract.
All equipments and works covered under this contract shall be capable of operating continuously at optimum efficiency and deliver rated output under extreme conditions prevailing at site throughout the year.
- 6.2 Contractor shall make all arrangements of power distribution and lighting etc at site as required for night working if any.
- 6.3 Work Under Power Block
Where the work is required to be carried out in Power Block, it shall be arranged & permit to work shall be issued by the Rly. to contractors' representative.
The contractor or his authorized supervisor/ representative shall, before commencement of work, arrange all man and material at site well in advance. Power block shall be arranged for works requiring power blocks according to traffic conditions, however purchaser shall take no responsibility for non-availability of power block or day/ night working and safety to be observed at site and contractor shall keep the purchaser indemnified/ insured against the same. The Contractor is required to flexibly plan activity and mobilize staff so as to complete the planned activity during available power/traffic block. It may be noted that contractor is liable for penalty on overshooting of such power/traffic block affecting train punctuality or any inconvenience to Railways as deemed fit in the opinion of the engineer and may be recovered from dues payable to the contractor.

7.0 Materials and Equipment

- 7.1 Procurement of Material - All materials and equipment shall be new and of the approved make and design, and as per schedule of quantities and specifications of scope of work.
- 7.2 Approved Make - The Contractor shall arrange to provide all equipment/ accessories as required for the work as per the approved list of the makes as specified in the specifications, unless the change is approved by the Engineer, in case of non-availability or better substitute in writing. Where the list of approved is not available, the makes of items shall be approved by the engineer.
- 7.3 Mobilization of material & resources The contractor is required to mobilize all the material, resources and manpower as per the completion period and the agreed schedule with the engineer.
- 7.4 Account of released material: - All released materials/ unused materials should be handed over to the engineer's representative at the nominated depot/ place as directed by the engineer.

8.0 Co-ordination of work at site

The Contractor shall work in co-ordination and co-operation with other agencies at site and shall arrange to execute work as per site conditions. Any hold up shall be the responsibility of the Contractor and shall make him liable for damages as may be considered and levied by the Engineer.

9.0 Workmanship & Quality of work

- 9.1 The contractor is responsible for execution of contract as a whole in accordance with conditions of contract.
- 9.2 Good workmanship is an essential prerequisite to be complied for this work. Skilled workers under competent supervision shall carry out entire work in the most workmanlike manner by skilled workers under competent supervision.
- 9.3 In the event the Engineer or his representative finding the work being carried out in a defective or in an inefficient manner or at a slow rate, the decision of which shall be in the sole discretion of the Purchaser, he may give 7 days written notice, calling upon the Contractor to remove the defects. If the contractor fails to complete with such directions, the contract shall be terminated followed by 48 hours notice, a final termination notice will be issued and the security deposit will be forfeited in whole as liquidated damages.

10.0 Method of Measurement

- 10.1 The progressive work shall be certified progressively for supply installation, testing commissioning for each unit of work as specified in schedule of work to release payment as per payment conditions.
- 10.2 On completion and verification of each stage work as per agreed schedule of payment invoicing, the contractor shall offer for measurement with required details, internal check / quality assurance, abstract sheet and contractor shall produce claim for on account/running payment for verified quantities only.
- 10.3 All the payment claims submitted by the contractor shall be accompanied by the following documents:
 - i. Supplier's challan / manufacturer's challan for major items.
 - ii. Certificate of receipt of materials in good condition at Purchaser's depot/s duly accepted by the Purchaser's Engineer/representative.
 - iii. Test Reports
 - iv. Material Inspection Certificate granted by the Purchase
 - v. Indemnity Bond in the standard proforma

11.0 Completion of Work

- 11.1 The contractor shall complete the whole of the work in all respect on or before the date fixed in the contract or any authorized extension thereof. The Railway Administration is entitled to recover penalty as stipulated in the General Conditions of contract if the contractor is in default.
- 11.2 Final Acceptance On successful completion of the work and/or completion of guarantee period as the case may be, the Final acceptance certificate shall be issued. The final acceptance of the entire equipment installed on the group shall take effect from the date of expiry of the period of guarantee.
- 11.3 **Refund of security deposit**
 - 11.3.1 Security deposit shall be returned to the contractor after successful completion of guarantee period as certified by the competent authority. The competent authority shall normally be the authority, who is competent to sign the contract. If the competent authority is of the rank lower than JA grade, then a JA grade officer (concerned with the work) should issue the certificate. Security Deposit shall be refunded to the Contractor on production and surrender of the related receipt granted by the Purchaser, and on production of the "No Claim Certificate" given by the Contractor duly counter – signed by the Purchaser's Engineer.
 - 11.3.2 The Security Deposit shall, however, be liable to be forfeited in case of any breach by the Contractor of any of the conditions of the contract or for non completion of the full contract without prejudice to other rights and remedies of the purchaser whether specifically provided for herein or other wise.

11.4 Settlement:

On final acceptance and successful completion of guarantee period as the case may be, the performance bank guarantee shall be released. The necessary recovery/penalties if any due from the contractor shall be adjusted from payment due or through encashment of Security deposit/Performance bank guarantee.

12.0 Supply of Materials, Tools, Plants and Equipments by the Purchaser.

The Purchaser shall supply no material, tools, plant and equipment. The Contractor has to arrange all tools, plant and equipment as well as materials required for the work.

13.0 Security of men, material & work

The contractor will be responsible for any damage/theft for part of the work completed till entire works be taken over by the Railway.

14.0 Drafting of vehicles

The vehicles and equipment of the contractor can be drafted by Railway administration in case of Accidents/Natural calamities involving human lives.

15.0 Indemnity

The contractor shall furnish the prescribed indemnity bond as per General Condition of Contract, for all Railway material issued to him for execution of work.

16.0 Guarantee/ Defect Liability: Refer Specification & scope of work.**17.0 Tools and Spare Parts**

All tools, tackle and M&P required for erection and assembly of the equipments and installation covered by the contract shall be arranged by the contractor himself including consumable material required for successful commissioning.

18.0 Safety Measures

18.1 The contractor shall take all precautionary measures and conform to IE rules & regulations of “occupational safety and health hazards” and that of Railway’s safety in force for the time being in order to ensure the protection of his own and Railway personnel moving about or working on the Railway premises.

18.2 The Purchaser shall remain indemnified by the contractor in the event of any accident occurring in the normal course of work arising out of the failure of Contractor or his men to exercise reasonable precaution at all places of work whether or not, the purchaser decides to safety measures at any particular site of work.

18.3 The contractor shall remain fully responsible for ensuring safety and in case of any accident, shall bear cost of all damages to this equipment and men and also damages to Railway and its passengers. Engineer in- charge may impose any other condition necessary for a particular work on site.

19.0 Composite tender of Civil and Electrical works

19.1 The execution of electrical work will be under the supervision of Electrical Department and the measurement for the same shall be made separately through their own measurement book.

19.2 The final payment will be released by the Engineering Department only after receiving NOC from the Electrical Department for satisfactory completion of electrical portion of work.

NOTE:

1. Railway will permit the contractor, his employees for execution of the proposed work. Consignee will supervise the work.
2. Released material should be handed over to Railways.
3. **The successful tenderer should submit delivery challan and copy of original voucher of original manufacturers / authorized dealer / copy of original bill to ascertain the originality of the item.**
4. Octroi Exemption Certificate will be issued by Railway if required.
5. **In case the date of submission / opening is declared as holiday by the Central Govt., then the tender shall be opened on next working day in the same manner.**
6. **The tenderer should submit their Bank details (duly certified by the Bank) copy of PAN card, Cancelled Cheque, GST Certificate for NEFT purpose duly attested.**

TERMS AND CONDITIONS:

Successful contractor should have experience in carrying out such jobs.

- i) The tenderer shall inspect the sites/ locations/stations under proposal and satisfy themselves before quoting. No request for modification or change of equipment will be entertained after issue of letter of acceptance.
- ii) The rates quoted by Contractor / Tenderer and accepted by Railway Administration shall be firm and hold good till the completion of the work and shall not subject to variation. No claims what so ever on this account shall be entertained at any stage. The prices shall be firm & net inclusive of all taxes, duties, freights & other incidental charges.
- iii) Contractor should ensure that the rates quoted by them should comply with the extant provision of Minimum wages act 1948.
- iv) The contractor should submit his address and the telephone numbers of his Registered Office, Service Centre, where complaints shall be communicated.
- v) The staff employed by the contractor for performing the duties or any other purpose related with the contractual activities shall be employees of the contractor only and they may in no way whatsoever claim to be employees of the Railways. If Railway is liable to pay claim to the labour on any ground, the contractor will indemnify the Railway Administration for the same. The contractor shall be fully responsible for conduct of the staff deputed by him.
- vi) The successful tenderer must appoint requisite trained staff. They should have proper knowledge of the work being done, as well as knowledge to keep the equipment properly intact and well adjusted. The equipment shall remain efficient, reliable and in safe operation running condition.
- vii) The contractors shall have all facilities, instruments / equipment, tools & plants, staff, technicians, Supervisors, Engineers etc. for the execution of the proposed work, so as to keep minimum down time of the equipment if any. All the materials required for execution of the work including supply of items like brush, broom, cotton duster etc. required for cleaning purpose should be arranged by the contractor.
- viii) The contractors shall issue identity cards at their own cost to the staff for their entry in Railway premises, IDs countersigned by Railway's authorized representative.
- ix) Staff employed should be medically fit and should be in the position of taking instant decision to avoid any eventuality.
- x) The contractor shall provide one mobile phone to their staff, registered on the name of company/ contractors' staff, on which the Railway's representative may contact at any time, phones shall be maintained in good working condition for smooth & easy communication. Phone Bills shall be paid by the contractor.
- xi) The transportation charges shall be borne by the contractor. The Contractor and his service personnel should make their own arrangement for travel on Indian Railway, Railway will not provide free any traveling facility for them.
- xii) The contractor shall maintain the detailed information of assets handed over to him and same will be verified at the time of taking over from the in – charge.
- xiii) All safety measures shall be taken by contractor's staff to prevent accident while executing the work. No compensation towards any accident will be paid by Railway.
- xiv) The Engineer / Staff nominated by the contractor for the work at any location shall observe all Safety and Security Rules prevailing at the place of work.
- xv) Any damage to Railway equipment/structure, if takes place due to the negligence & carelessness of contractor's staff, the cost of repair of installation/assets will be borne by the contractor.
- xvi) If any accident takes place due to work done / working by contractor or his staff, the liability arising out of this will be of the contractor.
- xvii) The contractor or his staff shall not remove any item / equipment or any part or component of it without prior approval / knowledge of the nominated Railway representative/ Railway Authority.
- xviii) **Inspection of Material:** Any kind of testing required to confirm suitability of material either at manufacturer's premises or at Railway Stores before material is accepted by consignee shall be the responsibility of contractor. All testing charges for RITES & consignee inspection at manufacture premises shall be borne by the contractor. Inspection of the materials will be carried out by RITES, if mentioned specifically, at the Manufacturer's premises prior to dispatch in presence of Contractor's representative. All the materials/equipment to be supplied shall conform to the relevant specification only. However in the event of exigencies Railway reserves the right to change the inspecting authority from RITES to Consignee.

- xxix) **ERROR-OMISSION AND DISCREPANCIES:** The tenderers shall not take advantages of any error due to typing or otherwise. If there is any doubt, that shall be brought to the notice of the Sr. Divisional Electrical Engineer (Power), Western Railway, Divisional Railway Manager's office, Mumbai Central, without delay. In case of any contradiction, only the printed rules and books shall be followed and no claim for the misinterpretation shall be entertained.
- xx) **Subletting of contract:** The contractor shall not assign sublet the contract in the interest therein or the part thereof to any other party or partner(s) without the consent of the Railway.
- xxi) The successful tenderer shall carry out the work to the entire satisfaction of the Railway.
- xxii) Railway reserves all rights to terminate the contract before/after the expiry of the contract period without assigning any reasons with a notice of 15 days. This will normally be as a result unsatisfactory performance of the contract.
- xxiii) **Disputes, doubts etc:** In case if any discrepancies, disputes, doubts arise during the tenure of this contract, such things shall be mutually discussed with Sr.DEE(P)MMCT & the decision conveyed by him shall be final binding with both the Railways and the Contractor.

THE LIST OF MAKES FOR ELECTRICAL ITEMS (Electrical Power):

Sr. No.	Item	Makes
01	Cables and Wires - LT PVC insulated, sheathed, unsheathed	CCI, Universal, KEI, Finolex, RPG cable (KEC), Polycab, R.R. Kabel, HPL, Havells, Standard, Yogicab, Kolors, BENLO, Bharatcab, Vinay, Greatwhite, Kenter, ALEMAC, PM CONA, GM , Goldmedal, VISHAL Cables, Anchor/ Panasonic, Luker.
02	PVC casing capping, PVC switch board	Prestoplast, Precision, Modi, Volex, Win, Press Fit, Ashoka, Bhagyalaxmi Plastic BLP
03	Switches, Sockets, Modular boxes & wiring accessories, holders, ceiling rose etc. Regulators for fans	Havells, Legrand, Anchor/ Panasonic, Siemens, Standard, Cabtree, Precision, Elleys (HI-FI), GM, Goldmedal, IndoAsian, Lauritz Knudsen LK/L&T, Polycab, Honeywell, Kolors, Greatwhite, Vinay, ABB, ALEMAC, PM CONA, Wattera/Wattcab.
04	PVC Conduit and accessories	Prestoplast, Precision, Modi, Press Fit, Polycab, AKG, Asian, Anchor/ Panasonic, VIP, Astral, Modi, Supreme, Greatwhite, PM CONA, Bhagyalaxmi Plastic BLP.
05	LEDs used in luminaires	Nichia, Osram, Seoul, Philips Lumileds, Cree, Samsung
06	Ceiling Fans	Havells, Bajaj, Orient, Usha, Crompton Greaves, Khaitan, Anchor/Panasonic, Atomberg, Superfan, Greatwhite, Goldmedal, Luker..
07	Exhaust fans / Wall bracket fans / Pedestal fans / Air circulators	Havells, Bajaj, Orient, Usha, Crompton Greaves, Khaitan, Anchor/Panasonic, Atomberg, Greatwhite, Goldmedal, Almonard, Standard, Luker.
08	HVLS fans	Austar, EcoAir, Epoch.
09	Geysers / water heaters	Recold, Venus, Usha, Lexus, Spherohot, Bajaj, Almonard, Standard, Havells, Crompton Greaves, Jaquar, Goldmedal.
10	MCBs, RCCB, RCBO & MCB DBs, Ray roll plug socket	Havells, Lauritz Knudsen LK/L&T, Indoasian, Legrand, GE, Siemens, ABB, hager, Schneider, Standard, C&S Greatwhite, ALEMAC, PM CONA, Press Fit, GM , Goldmedal, Anchor/ Panasonic, Wattera/Wattcab.
11	Polycarbonate enclosures IP65/66	Hensel, Cape Electric, Legrand, GE, Siemens, ABB, hager, Schneider, Havells, Greatwhite.
12	Armoured Cables LT / HT XLPE insulated	CCI-Cable Corporation of India, Universal Cable Co., NICCO, Gloster, KEI, Finolex cables, RPG Cable (KEC), Polycab, R.R. Kabel, Sterlite power, Torrent, Yogicab, Havells, Kenter, VISHAL Cables.
13	Cable Lugs, crimping sockets, ferules & accessories	Kamlesh Ind., KSE Electrical, Raychem, Dowells, Jainsons, Ascon (Heavy gauge), Comet, Hex.

14	Brass Gland End Termination	Raychem, 3M, Denson, M-seal, Mahindra & Mahindra, CCI, Dowells, Comet, Hex, NMI, Jainsons, Peeco
15	Cable joint & Termination kit	M-Seal, Raychem, Dowells, Kaycee, Jainson, Cabseal, Mozfit, 3M, Denson, Comet, Hex, Mahindra & Mahindra, CCI, RPG.
16	GRP / FRP Cable Junction boxes / looping boxes / Cable trays	Sintex, Bravo, Hensel, Cape Electric, Jindal Power Corporation, ERCON, Bajaj Electricals, Satyam Composites or similar.
17	GI Cable Tray & Cable ladder, Overhead & Floor Raceways	Stelco, Steelways, Slotco, Pilco, Patny, Indo Asian, Profab, Emco, Rattan, Supreme, Bravo Cable Trays, KR Power Supply, Copper Line, S.V.M (BJ), Legrand, MEM, OBO, Bhagyalaxmi Plastic BLP or similar.
18	SFU / ACB / MCCB (above 125Amp capacity)	Lauritz Knudsen LK, Legrand, GE, Siemens, ABB, hager, Schneider.
19	SFU / ACB / MCCB (upto 125Amp capacity)	Lauritz Knudsen LK, Legrand, GE, Siemens, ABB, hager, Schneider, Indoasian, Havells.
20	Change Over Switches - Automatic / Manual / ATS	Lauritz Knudsen LK, Indoasian, Legrand, GE, Siemens, ABB, hager, Schneider, Standard, Socomec, Cummins, Elmeasure.
21	Panel Manufacturer	Manufacturer having own CNC fabrication facility with Polyurethane Gasketing machine and pre-treatment plant, with CPRI approval.
22	Electronic Energy Meter	Lauritz Knudsen LK, Siemens, ABB, Legrand, Schneider, Selec, Elmeasure, Secure Enersol, Panasonic, Rishabh, Trinity.
23	Ammeters, Voltmeters, C.Ts and PTs	AE, IMP, MECO, HPL, Enercon, Kappa, Matrix, Secure, Schneider, Selec, Elmeasure, Crompton Greaves, JSL, C&S, Rico, Legrand, Panasonic / Anchor, Lauritz Knudsen LK/L&T, Siemens, Gilbert & Maxwell, Precise, Rishabh, Trinity.
24	Pumpsets	Kirloskar, Crompton Greaves, LUBI, KSB pumps, Grundfos, CRI, Mather & Platt, Texmo. Make of motor for pump shall be acceptable as per OEM of the pump.
25	Motor Starters	Lauritz Knudsen LK, Indoasian, Legrand, GE, Siemens, ABB, hager, Schneider, Crompton Greaves, Kirloskar.
26	Single Phase Preventers / Relays / Controller Units	Lauritz Knudsen LK, Legrand, GE, Siemens, ABB, hager, Schneider, Crompton Greaves, Kirloskar, Indoasian, Hitech Controls, Proton Power Controls, GIC, GELCO, Selec, Epcos, Havells, Khyatee, AREVA, MEI, Jyoti, Biecco Lawrie, Voltas, BHEL.
27	Contactors	Lauritz Knudsen LK, Legrand, GE, Siemens, ABB, hager, Schneider, Crompton Greaves.
28	PVC Pipe / Column Pipe	Finolex, Supreme, Astral, Ashirwad, Prince, Sudarshan, Precision or Modi, Falcon, Kisan, Dutron
29	GI / MS pipes	Tata, Zenith, Jindal, SAIL, Prakash, Asian.
30	Valves Butterfly, Sluice & Non-Return Valves	C&R, Audco, Castel, Leader, Honeywell, Kirloskar, Zoloto, Crescent, Fouress, DRP
31	Vacuum Circuit Breaker VCB / SF6	Lauritz Knudsen LK, Siemens, GE, ABB, Schneider, BHEL, Crompton Greaves, Areva, Megawin, Symatic make or RDSO/CORE approved make.
32	APFC (Automatic Power Factor Correction Panel), Power Capacitors	Lauritz Knudsen LK, Legrand, GE, Siemens, ABB, hager, Schneider, BHEL, Hind Rectifiers, Epcos, Shreem, Unistar, Neptune, W S Insulators, Asian Power.
33	Out door type heat shrinkable cable termination kit for 11/33KV cable	CCT, RECHEM, SAFE, COMPAQ or similar approved by Rly/MSEDCL

34	HT/LT cable joints (Straight through/outdoor/ indoor)	3M, Denson, G Seal, RAYCHEM, REPL India
35	Transformers	ABB, Siemens, BHEL, GEC, EMCO, Bharat Bijlee, Voltamp, Kirloskar, Tesla, Areva, Alstom, Crompton Greaves, High Volt, Voltas, NGEF, Deltron Electricals, Western Electricals, Megawin, Rishabh, RDSO / CORE approved make.
36	DG Set	Koel Green, Kirloskar, Cummins, Tata, Ashok Layland, Escorts, Caterpillar, Stamford, Leroy Somer, Mecc Alte, Sterling & Wilson, Caterpillar, Greaves, Mahindra, Sudhir, Jackson, Powerica.
37	UPS, Static switches	Numeric Power Systems Ltd, APC (Pillar), Emerson (Siemens), Luminous Power Technologies Pvt Ltd, Luminous, Protek-G, SUN, Power One Micro System, Delta, Techser, Socomec
38	Battery	Amara Raja, Exide, CSB, Panasonic, Hitachi, HBL, Amaron, Luminous, Furukawa, Shinkobe, Okaya, Eastman.
39	Battery charger	Caldyne, Chhabi Electricals, Statcon, Max Power, HBL, Nife, AE, Amar Raja, RDSO/RCF/ICF/CORE approved make.
40	SMPS	MEAN WELL, Corsair, Gigabyte, Cooler Master, Zebronic, Intex or similar.
41	Surge Suppressor /protector, Spike guard	Havells, Lauritz Knudsen LK, Indoasian, Legrand, GE, Siemens, ABB, hager, Schneider, Standard, C&S, Anchor/ Panasonic.
42	Time Switches, Timers Astronomical & Solid state	Lauritz Knudsen LK, Legrand, GE, Siemens, ABB, hager, Schneider, Crompton Greaves, Kirloskar, Indoasian, Hitech Controls, Proton Power Controls, GIC, GELCO, Selec, Havells, Khyatee, Protek-G, SUN, Emersion.
43	Electric insect killer / Fly Catcher Fitting	Fly, Kill lite, PCI, Wantrn, Wellberg or equivalent.
44	MS Conduit (ISI embossed black enameled/ galvanized)	BEC, AKG, NIC, Steel craft, M-Key, SK (E.R.W) or equivalent
45	Coupling socket for Coaching	S. International, MaaLaxmi Industry, RDSO/RCF/ICF/CORE approved make.
46	High Mast	Bajaj, Philips, Crompton, Valmont, Transrail, Wipro, Utkarsh, Vipin S.T.poles
47	G.I. Poles / Swaged poles	Bajaj, Crompton, Valmont, Transrail, Wipro, Utkarsh, Jindal Power Corporation, Skipper Ltd., Nezone, Beacon Power & Transmission, Shuvam Pole, Electro Poles Products, Atlas Project., Indian Electro Steel, Vipin S.T.poles
48	Street light pole made of composite GRP/ FRP material	Jindal Power Corporation, ERCON, Bajaj Electricals, Satyam Composites, Sumip Composites, EPP, TATA Steel or similar.
49	SS Wire Rope	Bharat Wire Rope, Usha Martin.
50	GOD, DO Fuse	Kiran, Pactil, Atlas, Damsa, RDSO / CORE approved make.
51	Lightning Arrestor	ABB, Elpro, CamaxIndia, Atlas, Alltec, JMV
52	Bust Duct / Rising Mains	Schneider, Universal, Lecto Egypt, GE, Legrand, Siemens, Lauritz Knudsen LK/L&T, C & S, ALFADUCT, Tricolite, Zeta, EAE-IIGM.
53	Flex, Venyl for Glow sign boards	LG, 3m, Penaflex, Metamark, Avery
54	Paint	Asian, Nerrolac, Dulex, Shalimar, Berger.

Air conditioning items:

55	AC units: Window / Split AC/AC Plant	Voltas, LG, Fedders Lloyd, Hitachi, Samsung, Panasonic, Daikin, O' general, Mitshubishi, Godrej, Carrier, Toshiba.
56	Water Coolers	Usha, Sidwal, Shriram, Voltas
57	VRF/VRV Units	Voltas, Hitachi, Daikin, O' general, Mitshubishi, Carrier, Toshiba, Samsung
58	Precision AC	Vertiv, Emmerson, Stulz, Uniflair, Climaveneta
59	Copper Pipe	Hindustan, Merchant, Indigo, Nippon, Supreme, Mandev, Rajco, Nissan, Nippon, Totaline, Maxflow
60	G I Sheets/ M S Structure/ beam / gurdar / channel	Jindal, SAIL, Essar, Tata, Zenith, Surya, NECO, IPR
61	Duct Insulation / Insulation acoustic / Sleeve Insulation	Armaflex, K-flex, Armacell, TwigaInsul, Birsal, Supreme, A Flex
62	Acoustic Enclosure	Jakson, Sudhir, Super Nova, Reliable, Equivalent
63	Chiller line Insulating	Thermoshell, Beardsell Ltd., Armaflax, Superlone, Century, ECOFLACK
64	Air diffuser / Grill / Fire Damper / Volume Control Damper	Cosmos, Dynacraft, Carryaire, Ravistar, Air Flow, Dynamic, Air Master, Asawa or equivalent.
65	Ventilation Fans	Caryaire, Systemair, Kruger, Nicotra, Flakt, Marathon
66	Air Compressor	Emersion, Copeland, Dunfoss, Kirloskar, Daikin, Atlas Copco, SumiMotherson, Hitachi
67	Vacuum Pump	Emersion, Copeland, Dunfoss, Kirloskar, Daikin, Atlas Copco, SumiMotherson, Hitachi
68	Condenser	Voltas, Hitachi, Daikin, O' general, Mitshubishi, Carrier, Toshiba
69	Motors	Crompton Greaves, BBL, ABB, Siemens, Kirloskar, Marathon, Rotomotive
70	AHU	Neutech, Zeco, Ethos, Caryaire, Citizen, Systemair, VTS
71	Fan of AHU	Comefri, Kruger, Nikotra, Punker
72	VFD	ABB, Siemens, Danfoss, Lauritz Knudsen LK/L&T, LS, SCHNEIDER
73	Heaters with factory-supplied Housing & Control Panel	Khokhar, Escorts, Daspas, Sushma
74	Controllers, Controls & Sensors	Johnson, Sauter, Staefa, Siemens, Honeywell, Schneider, ABB
75	HP/ LP Switch	DANFOSS, RANCO, INDFOSS
76	Pressure Gauges	Manometer, H Guru, GIC, AN Instrument
77	Pressure Switch	Indfoss, Switcher, VexmaTrafag
78	Cooling Tower	Paharpur, National, Perfect, Omkar, Choksi Group

Note –

- i) The equipment and materials to be supplied by the Contractor, from approved sources against various items, should conform to latest RDSO /CORE/ I.S. specification.
- ii) Only ISI items would be accepted and if ISI mark is not available then exception would be given by Sr. DEE/P/MMCT.
- iii) The above makes are acceptable subject to fulfilment of technical specification requirement.

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