

GOVERNMENT OF INDIA

(भारत सरकार)

NORTHERN RAILWAY

SIGNAL & TELECOMMUNICATION

LUCKNOW DIVISION

TENDER DOCUMENT

For the work of

**“Comprehensive Annual Maintenance Contract of HBL make
IPS (27 Nos.) & installed over Lucknow Division of Northern
Railway for 36 (Thirty-Six) months.”**

TENDER No. 106-Sig/Tender/20/2026-27

**SR. DIVISIONAL SIGNAL & TELECOMMUNICATION ENGINEER
LUCKNOW DIVISION– 226001**

Price: NIL

Signature of Tenderer

Signature of Tendering Authority

TENDER DOCUMENT

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Signature of Tenderer

Signature of Tendering Authority

**TENDER DOCUMENT
NORTHERN RAILWAY
(TOP SHEET)**

(A) Details to be filled in by Railway:

| | |
|--|---|
| Mode of Tender | Open E-Tender (Single Packet) |
| Tender Notice No. | 106-Sig/Tender/20/2026-27, Dt. 12.06.2026 |
| Full name of work | “Comprehensive Annual Maintenance Contract of HBL make IPS (27 Nos.) & installed over Lucknow Division of Northern Railway for 36 (Thirty-Six) months.” |
| Approx. cost | Rs.1,45,34,635.38 (Rupees One Crore Forty-Five Lakh Thirty-Four Thousand Six Hundred Thirty-Five and Thirty-Eight Paise Only) |
| Completion period | 36 (Thirty-Six) months from the date of issue of Letter of Acceptance. |
| Bid Security (Cash/BG) amount | As per IREPS. |
| Sale/availability of tender document on Rly. Website | Tender documents will be available on IREPS web site i.e. www.ireps.gov.in , 12.06.2026 to 03.07.2026 up to 15.30 hrs. |
| Last date/Time of upload of tenders | 03.07.2026 up to 15.30 hours. Tender documents can be uploaded by the tenderer on IREPS website w.e.f. 19.06.2026 to 03.07.2026. |
| Date and time of opening of tender | 03.07.2026 at 15.30 hours (Technical cum financial bid shall be opened immediately after close of uploading of tender.) |

Signature of Tenderer

Signature of Tendering Authority

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

| | | |
|---|--|---|
| 1 | Constitution of the firm/ Concern (Tick as applicable) | Sole Proprietorship/ Partnership Firm / Company/ JV/ Registered Society/Registered Trust/LLP/HUF etc. |
| 2 | Full name of Sole Proprietorship/ Partnership Firm /Company/ JV/ Registered Society/Registered Trust/LLP/HUF etc. (as the case may be) | |
| 3 | Year of formation/ incorporation | |
| 4 | PAN NO. | |
| 5 | GSTIN No. | |
| 6 | Registered Office Address | |
| 7 | Address on which correspondence regarding this tender should be done | |
| 8 | Names of the Proprietor/ Partners/ JV members etc. | |
| 9 | Contact No and e-mail id of authorized person under whose digital signature key tender document will be signed/uploaded on behalf of the tendering firm | |

Note:

i) Special attention of tenderers is drawn to clause 2.4.1 of “Special tender condition & instruction to tenderers”, tenderer must upload, the documents mentioned therein pertaining to constitution of firm/ concern.

ii) Special attention of tenderers is drawn to **clause 2.3 of “special tender condition & instruction to tenderers”** and **Annexure-M (Online), & M(A)**, as the case may be, they should upload the requisite documents pertaining to their technical & financial eligibility.

Signature of the tenderer

Name of signatory_____.

Signature of Tenderer

Signature of Tendering Authority

(C) **Check List of documents to be uploaded by the tenderer(s) while submitting their offer.**
Tenderer must upload following documents along with their offer

| | |
|-------------|---|
| 1 | Cost of tender document (NIL in case of E- tender mode) |
| 2 | <p>Requisite Bid Security: Amount as mentioned in NIT on IREPS.</p> <p>A. (ONLINE mode-CASH) (No Documentary Proof required)</p> <p>B. ONLINE MODE-BG (BG Scanned copy to be uploaded with Tender Documents)</p> <p>Note for B:- The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document before closing date for submission of bids. (i.e. excluding the last date of submission of bids)</p> |
| 3 | All requisite documents/credentials mentioned in clause 2.3 of “ <i>Special Tender Conditions and Instructions to tenderers</i> ” pertaining to his/their technical and financial eligibility. (As applicable) |
| 4 | All requisite documents mentioned in clause 2.4 of “ <i>Special Tender Conditions and instruction to tenderers</i> ” pertaining to constitution of firm/concern. (As applicable). |
| 5 | Tenderers are compulsorily required to upload Certificate as per Annexure – M (Online) & M(A) as the case may be, as stipulated in 2.2.6 of “<i>Special Tender Conditions and instruction to tenderers</i>” without which the offer will be considered incomplete and will be rejected summarily. (Ref: RB letter No. 2022/CE-I/CT/GCC-2022/POLICY dated 13.12.2022) |
| 6 | Deleted. |
| 7 | Tenderers are required to upload requisite details in prescribed Performa of Annexure C to G, I, J & L without which the offer is liable to be rejected. |
| Note | <p>i) After opening of tender, any document/credential pertaining to technical, financial eligibility and available Bid Capacity constitution of firm etc. shall neither be asked nor be entertained /considered under any circumstances and no claim or representation whatsoever from the tenderer in this regard shall be entertained. Scanned copy of the documents, uploaded by the tenderer shall be clear & readable. However, Railway reserves the right to ask for any clarification on the documents/credentials already submitted by the tenderer along with the offer.</p> <p>ii) Tenderer may have to produce the original Documents in physical form at short notice whenever asked by Railway at any stage of tender evaluation process or even after finalization of tender.</p> <p>iii) In E-tender, all submissions of documents are to be uploaded on web-site. There may be last minute hic-cups and delay in uploading the Documents and payment of Bid Security etc. Tenderer’s/Prospective bidders are advised to upload their offer well in time. Railway will not be responsible for any delay/non-submission of offer due to any reason whatsoever</p> <p>iv) Annexure Q is Mandatory undertaking Regarding Employment/ Partnership of Retired Railway Employees.</p> |

Signature of Tenderer

Signature of Tendering Authority

(D) CHECK LIST**DOCUMENT ATTACHED WITH THE OFFER****(Only for the guidance to Tenderer)**

| S.No | Document/ Detail | Required in the form | Attached | |
|--|---|--|----------|----|
| | | | Yes | No |
| Constitution of Firm documents (as required in terms of Clause 2.4 of the tender document) | | | | |
| 1 | In case of Sole Proprietorship Concern | (Undertaking as per Annexure O-1) Undertaking may be given. If not given. As per Para. 14(iii) of GCC-2022, 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. | | |
| 2 | In case of a “Partnership Firm/Concern” | (i) Notary certified copy of the Partnership Deed or a copy of the Partnership Deed registered with the Registrar. | | |
| | | (ii) Document(s) in support of Registration of firm with Registrar of firms which includes Certificate of registration and register of firm (Form No. may vary from State to State) (as applicable) etc. issued by Registrar of firms. | | |
| | | (iii) 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 (Standard Performa as per Annexure O-2). | | |
| | | (iv) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP in which they were / are partners/members. Any concealment / wrong information in regard to above shall make the bid ineligible or the contract shall be determined under Clause 62 of the standard General Conditions of Contract. Note: Authorisation given in POA only will be considered irrespective of any authorization | | |

Signature of Tenderer

Signature of Tendering Authority

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|-------|---|---|--|--|
| | | that may have given in Partnership Deed. In case of non-submission of POA or invalid POA, offer is liable to be rejected. | | |
| 3 | In case of a “JV Firm” | (i) A copy of Memorandum of Understanding (MoU) duly executed by the JV members on a stamp paper, shall be submitted by the JV along with the tender (Standard Performa as per Annexure – K-I). The complete details of the members of the JV, their share and responsibility in the JV etc. particularly with reference to financial, technical and other obligations shall be furnished in the MoU. | | |
| | | (ii) Power of Attorney/authorization duly Notarised by all JV constituents, in favor of the individual under whose digital signature key the tender document shall be uploaded on behalf of JV for signing the tender document on behalf of the JV (Standard Performa as per Annexure O-3) | | |
| 3 (a) | In case one or more of the members of the JV Firm is/are Partnership Firm(s), following documents shall be submitted: | (i) A Notarised copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar. (ii) Document(s) in support of registration of firm with registrar/Sub-Registrar of firms viz. Certificate of registration and copy of Register of firm (Form No. may vary from State to State) (as applicable) etc. issued by registrar of firms. | | |
| | | (iii) A copy of consent of all the partners or individual authorized by partnership firm, to enter into the Joint Venture Agreement on a stamp paper, (Standard Performa as per Annexure O-4) | | |
| | | (iv) A notarized or registered copy of Power of Attorney in favor of the individual to sign the MOU/JV Agreement on behalf of the partnership firm and create liability against the firm. (Standard Performa as per Annexure O-5) Note: Authorisation given in POA only will be considered irrespective of any authorization that may have given in Partnership Deed. In case of non-submission of POA or invalid POA, offer is liable to be rejected. | | |

Signature of Tenderer

Signature of Tendering Authority

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|------|---|--|--|--|
| | | (v) 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. | | |
| 3(b) | In case one or more of the members of the JV Firm is/are Proprietary Firm or HUF, following documents shall be submitted: | A copy of notarized affidavit on Stamp Paper declaring that his Concern is a proprietary Concern and he is sole proprietor of the Concern OR he who is signing the affidavit on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF. (Standard Affidavit as per Annexure O-6) | | |
| 3(c) | In case one or more members of JV is/are Limited Companies, the following documents shall be submitted: | (i) A copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement. (Standard Performa as per Annexure O-7). (ii) The copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company | | |
| | | (iii) Copy of certificate of incorporation. | | |
| | | (iv) A copy of Authorization/copy of Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favor of the individual to sign the tender, sign MOU/JV Agreement on behalf of the company and create liability against the company. (Standard Performa as per Annexure O-8) | | |

Signature of Tenderer

Signature of Tendering Authority

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|------|--|---|--|--|
| 3(d) | In case one or more members of JV is/are LLP firm, the following documents shall be submitted/uploaded | <p>(i) A copy of LLP Agreement</p> <p>(ii) A copy of Certificate of Incorporation of LLP</p> <p>(iii) A copy of resolution passed by partners of LLP firm, permitting the Firm to enter into a JV agreement (Standard proforma as per Annexure O-13)</p> <p>(iv) A copy of Authorization /copy of Power of Attorney issued by the LLP firm (backed by resolution passed by the Partners) in favor of the individual, to sign the tender and/or sign the MOU/ JV agreement on behalf of the LLP and create liability against the LLP. (Standard proforma as per Annexure O-14)</p> <p>(v) An undertaking by all partners of the LLP that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.</p> | | |
| 4 | In case of a “Company” | <p>(i) Copies of the AOA/MOA (Article of Association / Memorandum of Association) of the Company;</p> <p>(ii) A copy of certificate of incorporation.</p> | | |
| | | (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. (Standard Performa as per Annexure O-9, 10). | | |
| 5 | In case of a “ Registered Society & Registered Trust ” | <p>(i) A copy of Certificate of Registration.</p> <p>(ii) A copy of Memorandum of Association of Society/Trust Deed</p> <p>(iii) A copy of Rules & Regulations of the Society</p> <p>(iv) A copy of Power of Attorney in favor of the individual to sign the tender documents and create liability against the Society/Trust. (Standard Performa as per Annexure-O-16)</p> | | |

Signature of Tenderer

Signature of Tendering Authority

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| 6 | In case of LLP | (i) A copy of LLP Agreement, (ii) A copy of Certificate of Incorporation; and (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 (Standard proforma as per Annexure O-11 & O-12). (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. | | |
| 6(A) | In case of 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 (Standard proforma as per Annexure O-15). | | |
| Other important documents | | | | |
| 7 | <u>Technical Eligibility Criteria:</u> - | Completion/Performance Certificate in support of 30/40/60% (as the case may be) similar nature of work as per clause 2.3.2.A (v) of tender document. | | |
| 8 | <u>Financial Eligibility Criteria:</u> - | Minimum Average Annual Contractual Turnover V/N or V (whichever is less) received as per Annexure-I and as per clause 2.3.2 (A) (vi) of Tender Document. | | |
| 9 | Annexure-C | Declaration form regarding site etc. | | |
| 10 | Annexure-D | Declaration regarding constitution of firm | | |
| 11 | Annexure-E | Plant and Machinery | | |
| 12 | Annexure-F | Engineers/Personnel | | |
| 13 | Annexure-G | Works executed during last 7 years ending last day of the month previous to the one in which tender is invited. | | |
| 14 | Annexure-I | The tenderers shall submit requisite information as per Annexure-I, along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet. | | |
| 15 | Annexure-J | Bank Detail/RTGS | | |
| 16 | Annexure-L | Performa of Completion Certificate | | |

Signature of Tenderer

Signature of Tendering Authority

| | | | | |
|----|---|---|--|--|
| 17 | Annexure M (Online) & M(A), as the case may be | Mandatory Certificate to be submitted by tenderer along with the tender documents. | | |
| 18 | Annexure Q | Mandatory undertaking Regarding Employment/ Partnership of Retired Railway Employees. | | |
| 19 | Annexure – K-3 & K-4 | If tender submitted on behalf of Partnership Firm, relevant Annexures K-3 and K-4 as Declaration to be submitted by the tenderer along with tender document. | | |

Signature of Tenderer

Signature of Tendering Authority

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

1. Non-Judicial stamp paper

- (i) Should have been purchased in the name of the Company/firm/executants
- (ii) Should be purchased from the Place/State where the document is being executed.
- (iii) Values of the non-judicial stamp paper (NJSP) should be as mentioned in Tender conditions, where value of NJSP is not mentioned in the tender conditions, value of NJSP should as per the law of the state in which the document is being executed.
- (iv) Date of purchase of non-Judicial stamp paper should be prior from the date of execution of document.

2. Signature on the document

- (i) The document should be signed on each page and also at the appropriate place meant for signature of executants/deponent.
- (ii) Signatory/executants should ensure that on the date of signing the document he/she has valid authority/attorney in his/her favor for signing.
- (iii) In affidavit declaration clause as well as verification clause both should be signed by deponent/executants.
- (iv) Where the document requires witnessing, it should be duly signed by witnesses along with their names and addresses.
- (v) On Power of Attorney, signatures of the Attorney holder should also be got done and attested by executants.

3. Format of the document

- (i) Where the format has been prescribed by the Railway, the document should be executed in that format.
- (ii) Date and place of execution should always be mentioned on the document.

4. Notarization of document

- (i) The document should be duly attested (signed and stamped) by notary public on each page.
- (ii) The seal of the notary public should contain his name, area of practice and Registration number.
- (iii) Notarial stamps of appropriate value should be affixed on the document.

Signature of Tenderer

Signature of Tendering Authority

NORTHERN RAILWAY
E - TENDER NOTICE

TENDER NO.: 106-Sig/Tender/20/2026-27**Dt.: 12.06.2026**

Sr. Divisional Signal & Telecommunication Engineer/LKO office, Lucknow Division, Lucknow-226001 for & on behalf of 'President of India' invites 'OPEN' e-tender under **Single Packet System** on the prescribed form for the under noted work:

| | | |
|---|---|---|
| 1 | Name of work | “Comprehensive Annual Maintenance Contract of HBL make IPS (27 Nos.) & installed over Lucknow Division of Northern Railway for 36 (Thirty-Six) months.” |
| 2 | Approximate cost of the work | Rs.1,45,34,635.38 (Rupees One Crore Forty-Five Lakh Thirty-Four Thousand Six Hundred Thirty-Five and Thirty-Eight Paise Only) |
| 3 | Bid Security | As per IREPS |
| 4 | Completion period | 36 (Thirty-Six) months from the date of issue of Letter of Acceptance. |
| 5 | Validity of offer | 60 days from the date of opening of tender. |
| 6 | Website where tender bid can be submitted | 1. Bids are to be submitted online only. 2. Tenderer/s must register on Indian Railways E-Procurement System (IREPS) site i.e. www.ireps.gov.in for participating in e-tender system. Necessary changes, Corrigendum/Addendum if required, would be posted on this site only. 3. Bidders will be able to submit their original/revised bids up to closing date & time only. 4. Manual bids/offers are not allowed against this tender. Any manual offer received shall be ignored. |
| 7 | Cost of the Tender Document | NIL |

Signature of Tenderer

Signature of Tendering Authority

| Critical Dates | | |
|---|---|------------|
| Code | Activity | Date |
| D0 | Date of availability of tender document on www.ireps.gov.in . | 12.06.2026 |
| D1 = D0 + 06 days | Start of submission of offer on www.ireps.gov.in . | 19.06.2026 |
| D2 = D0 + 21 days | <ul style="list-style-type: none"> End of Availability of Tender Documents at www.ireps.gov.in. Opening of tender/offer at the office of Sr. DSTE/C/LKO. <p>Note: This is also the last date for uploading of completed offers by the bidders.</p> | 03.07.2026 |
| <i>The reference time for all the above activities is 11:30 hours.</i> | | |
| <i>Note: In case the intended date for opening of tenders is declared a holiday, the tenders will be opened on the next working day at the same time.</i> | | |

1.0 Qualifying Criteria:

The tenderer should have minimum eligibility criteria as given below:

Technical Eligibility Criteria:

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

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

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

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

Note for Technical Eligibility Criteria:

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.

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.

Signature of Tenderer

Signature of Tendering Authority

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-I, along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet.

BID CAPACITY: (Applicable for tenders costing more than Rs.20.00 crore) Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the updated estimated value. The available Bid Capacity will be calculated as detailed in tender document.

1.1 Definition of Similar Nature of Work:

| | |
|--|---|
| Any work in connection with Signalling Installation which includes supply and/or installation of IPS. | |
| <u>OR</u> | |
| Any work of AMC or ARC of IPS. | |
| Note 1: | Tenderer may be required to submit the schedule of those works, Completion/Performance Certificates of which have been submitted by him/her in support of 30/40/60% (as the case may be) criterion of similar nature of work. |
| Note 2: | The tenderer must be OEM or an Authorised representative of OEM. Tenderer will have to submit the proof of same with the tender document. |

Validity of Offer:

- (i) 60 days for tenders of value up to Rs.10 cr. from the date of opening.
- (ii) 90 days for tenders of value more than Rs.10 cr. from the date of opening.

2.0 Submission of Tender Documents & Opening:

The tenders may be uploaded up to date D2 along with scanned copy of all the requisite document (as per Annexure 1 & 2).

- Technical cum Commercial Bids will be opened on Date D2 immediately after close of uploading of tenders.
- Financial bids of the eligible tenderers would be opened subsequently on the date and time to be notified later on.
- Tenderer may have to produce the original Documents at short notice whenever asked by Railway at any stage of tender evaluation process or even after finalization of tender.

Signature of Tenderer

Signature of Tendering Authority

- In E-tender, all submissions of documents are to be uploaded on web-site. There may be last Minute hic-cups and delay in uploading the bid security and Documents etc. Tenderer's/Prospective bidders are advised to upload their offer well in time. Railway will not be responsible for any delay/non submission of offer due to any reason whatsoever.

Note 1:

1.0 Special attention is invited for the tenderers

Tender will be summarily rejected in case of non-submission of Annexure-M (online) & M(A), as the case may be & Q.

2.0 Instructions regarding GST

- (i) Works contracts shall be treated as supply of services as per schedule –IIGST Act.
- (ii) GST Act and Rules issued from time to time by the Government/ concerned authorities shall be applicable.
- (iii) The successful Contractor/ suppliers/ service providers/ parties immediately after the award of tender shall register their firms under GSTIN (GST Identification Number) and submit 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.

3.0 In case tender value up to Rs.10 crore (Single packet)

The tender uploaded by the tenderer(s) will consist of Single Packets/Files i.e. Packet-I/File-I having (a) Tender form (First sheet) (b) Special Tender Conditions and Instructions to tenderer/s (c) Special Conditions relating to site data and specifications (d) Bill(s) of Quantities. This Bid shall contain all the documents as listed Annexure-1 & Annexure-2 of Tender Notice.

4.0 In case tender value more than Rs.10 crore (For Two Packet Tender)

- (i) Tenderer(s) shall upload two files/packets: File-I/Packet-I and File-II/Packet-II.
- (ii) File-I/Packet -I shall contain Technical Cum Commercial bid and all necessary documents regarding constitution of the firm and other requisite documents/credentials as per Annexures 1 and 2.
- (iii) File-II/Packet-II shall contain the Financial Bid only.

5.0 “JVs shall be considered in accordance with approved tender conditions.”

Note 2:

1. The bidders who desires to participate against e-tenders, are advised to electronically register themselves on website www.ireps.gov.in for which they would require to obtain Class III digital certificate (if already not obtained) issued by CCA under IT Act-2000.
2. All other terms and conditions in respect of above tender are given in the tender document.
3. Only e-tenders will be accepted and tenders submitted in any other form will be summarily rejected.
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 etc. shall be neither asked nor considered, if submitted. Further,
Signature of Tenderer
Signature of Tendering Authority

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.

DSTE/Lucknow

For & on behalf of the President of India.

TENDER NO.: 106-Sig/Tender/20/2026-27, Dt: 12.06.2026

Copy to (Through e- mail): -

1. The Sr. DFM/LKO, Northern Railway, Lucknow division, Lucknow.
2. ADRM/BSB.
3. Copy for Notice Board.

Signature of Tenderer

Signature of Tendering Authority

Annexure-1**Scanned copy of the Documents to be uploaded along with offer**

| SNo | Subject/Context | Required Documents/Form | Action if required documents not submitted along with the tender |
|-----|--|--|---|
| 1 | Cost of Tender Document (in terms of Clause 2.1.2 (a) of tender document) | NIL(In case of e tender mode) | Summarily Rejected (In case of tender other than e-tender mode) |
| 2 | Bid Security (in terms of Clause 3.0 of tender document) | <p>A. ONLINE MODE- CASH (no documentary proof required)</p> <p>B. ONLINE MODE-BG (BG Scanned copy to be uploaded with Tender Documents)</p> <p>Note for B: The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document of deadline of submitting bids. (i.e. Excluding the last date of submission of bids)</p> | Summarily Rejected |
| 3 | Constitution of Firm documents (as required in terms of Clause 2.4 of the tender document) | | As per Clause 2.4.1.1 of Special Tender conditions and Instruction to the tenderer, |
| A | In case of Sole Proprietorship Concern | <p>(Undertaking as per Annexure O-1)</p> <p>Undertaking may be given. If not given</p> <p>As per para 14(iii) of GCC-2022, 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.</p> | <p>After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm / Partnership Firm / Registered Company/ Registered Trust / Registered Society / HUF 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</p> |
| B | In case of a "Partnership Firm/Concern" | <p>1) Notary certified copy of the Partnership deed or a copy of the Partnership Deed registered with the Registrar.</p> <p>2) Document(s) in support of Registration of firm with Registrar of firms which includes Certificate of registration and register of firm (Form</p> | |

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| | | <p>No. may vary from State to State) (as applicable) etc. issued by Registrar of firms.</p> <p>3) A Notarised or Registered copy of Power of Attorney in favour of the individual to the tender for the work, sign the agreement etc. and create liability against the firm (Standard Performa as per Annexure O-2).</p> <p>4) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP in which they were/are partners/members. Any Concealment / wrong information in regard to above shall make the bid ineligible or the contract shall be determined under Clause 62 of the Standard General Conditions of Contract.</p> <p>Note: Authorization given in POA only will be considered irrespective of any authorization that may have given in Partnership Deed. In case of non-submission of POA or invalid POA, offer is liable to be rejected.</p> | <p>mention is available in tender offer submitted.</p> <p>Note: If all the requisite documents pertaining to the constitution of the firm/JV/sole proprietorship/partnership firm/company/Society/HUF etc., as specified in clause 2.4.1 above, are not submitted, offer will be considered as incomplete and shall be summarily rejected.</p> |
| C | In case of a “JV Firm” | <p>(i) A copy of Memorandum of Understanding (MoU) duly executed by the JV members on a stamp paper, shall be submitted by the JV along with the tender. The complete details of the members of the JV, their share and responsibility in the JV etc. particularly with reference to financial, technical and other obligations shall be furnished in the MoU.</p> <p>(ii) Power of Attorney/authorization duly Notarised by all JV constituents, in favor of the individual under whose digital signature key the tender document shall be uploaded on behalf of JV for signing the tender document on behalf of the JV. (Standard Performa as per Annexure O-3)</p> | |

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| C(i) | In case one or more of the members of the JV Firm is/are Partnership Firm(s), following documents shall be submitted: | <p>(i) A Notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar.</p> <p>(ii) Document(s) in support of registration of firm with registrar/Sub-Registrar of firms viz. Certificate of registration and copy of Register of firm (Form No. may vary from State to State) (as applicable) etc. issued by registrar of firms.</p> <p>(iii) A copy of consent of all the partners or individual authorized by partnership firm, to enter into the Joint Venture Agreement on a stamp paper (Standard Performa as per Annexure O-4)</p> <p>(iv) A notarized or registered copy of Power of Attorney in favor of the individual to sign the MOU/JV Agreement on behalf of the partnership firm and create liability against the firm. (Standard Performa as per Annexure O-5)</p> <p>Note: Authorization given in POA only will be considered irrespective of any authorization that may have given in Partnership Deed. In case of non-submission of POA or invalid POA, offer is liable to be rejected.</p> <p>(v) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the bid ineligible or the contract shall be determined under Clause 62 of the Standard General Conditions of Contract.</p> | |
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| C(ii) | In case one or more of the members of the JV Firm is/are Proprietary Firm or HUF, following documents shall be submitted: | (i) A copy of notarized affidavit on Stamp Paper declaring that his Concern is a proprietary Concern and he is sole proprietor of the Concern OR he who is signing the affidavit on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF. (Standard Affidavit as per Annexure O-6) |
| C(iii) | In case one or more members of JV is/are Limited Companies, the following documents shall be submitted: | <p>(i) copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement, (Standard Performa as per Annexure O-7)</p> <p>(ii) he copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company.</p> <p>(iii) opy of certificate of incorporation</p> <p>(iv) A copy of Authorization/copy of Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favor of the individual to sign the tender, sign MOU/JV Agreement on behalf of the company and create liability against the company (Standard Performa as per Annexure O-8)</p> |
| C(iv) | In case one or more members of JV is/are LLP firm, the following documents shall be submitted/uploaded | <p>(i) A copy of LLP Agreement</p> <p>(ii) A copy of Certificate of Incorporation of LLP</p> <p>(iii) A copy of resolution passed by partners of LLP firm, permitting the Firm to enter into a JV agreement (Standard proforma as per Annexure O-13)</p> <p>(iv) A copy of Authorization /copy of Power of Attorney issued by the LLP firm (backed by resolution passed by the Partners) in favor of the individual, to sign the tender and/or sign the MOU/ JV agreement on behalf of the LLP and create liability against the LLP. (Standard proforma as per Annexure O-14)</p> <p>(v) An undertaking by all partners of the LLP that they are not blacklisted or debarred by</p> |

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| | | Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract. | |
| D | In case of a “Company” | (i) Copies of the AOA/MOA (Article of Association / Memorandum 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 (Standard Performa as per Annexure O-9, 10). | |
| E | In case of a 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 favor of the individual to sign the tender documents and create liability against the Society/Trust.(Standard Performa as per Annexure-O-16) (iv) A copy of Rules & Regulations of the Society. | |
| F | In case of LLP | (i) A copy of LLP Agreement, (ii) A copy of Certificate of Incorporation; and (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 (Standard proforma as per Annexure O-11 & O-12). (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 | |

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| | | 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. | |
| G | In case of 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 (Standard proforma as per Annexure O-15). | |

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Annexure -2**Scanned copy of Document required to be uploaded along with the offer**

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| 1. | Technical Eligibility Criteria:- Completion/Performance Certificate in support of 30%/40%/60% similar nature of work as per clause 2.3.2.A(v) of tender document. | Liable to be Rejected Note <i>As per para 7(E) of GCC-2022 After opening of tender and in view 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.</i> |
| 2. | Financial Eligibility Criteria:- Minimum Average Annual Contractual turnover received as per Annexure- I and as per clause 2.3.2 (A) (vi) of Tender Document. | |
| 3. | Annexure-C (Declaration form regarding site etc.) | Liable to be rejected |
| 4. | Annexure-D (Declaration regarding constitution of firm) | Liable to be rejected |
| 5. | Annexure-E (Plant and Machinery) | Liable to be rejected |
| 6. | Annexure-F (Engineers/Personnel) | Liable to be rejected |
| 7. | Annexure-G (Works executed during last 7 years ending last day of the month previous to the one in which tender is invited) | Liable to be rejected |
| 8. | Annexure-I (Average Annual Contractual turnover) | Liable to be rejected |
| 9. | Annexure-J (Bank Detail/RTGS) | Liable to be rejected |
| 10. | Annexure-L(Performa of Completion Certificate) | Liable to be rejected |
| 11. | Annexure M (Online) & M(A), Certificate to be submitted by tenderer along with the tender documents | Summarily Rejected |
| 12. | Annexure Q - Mandatory undertaking Regarding Employment/ Partnership of Retired Railway Employees. | Summarily Rejected |
| 13. | Annexure – K-3 & K-4 | If tender submitted on behalf of Partnership Firm, relevant Annexures K-3 and K-4 as Declaration to be submitted by the tenderer along with tender document. |

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COVERING NOTE

FOR THE SPECIAL ATTENTION OF THE TENDERERS

1. The tenderers are requested to carefully peruse the Tender Documents, **and upload all requisite documents/credentials along with the offer. Scanned copy of the documents, uploaded by the tenderer shall be clear & readable. Documents submitted/uploaded previously or along with another tender currently under consideration SHALL NOT be considered while evaluating the present tender.**

2. The tenderer(s) shall visit the site of work and acquaint himself/themselves with the conditions of work viz. approach roads and accessibility, nature of soil/rock, availability of materials, electric power, water for work and drinking purposes, site for labour camps, stores, godowns, extent of lead/lift in work, availability of skilled and unskilled labour etc. that may be encountered in the course of execution of work. In short, he/they should familiarize himself/themselves fully with the conditions of the site and FURNISH A CERTIFICATE TO THIS EFFECT, in the Proforma appended as **Annexure-C**.

3. **FURTHER, OFFERED RATES SHOULD BE FILLED UP IN THE TENDER SCHEDULE at specified space. RATES OFFERED IN ANY OTHER PROFORMA/FORM WILL BE SUMMARILY REJECTED.**

4. **In case tender value up to Rs.10 crore (Single packet)**

4.1 The tender uploaded by the tenderer(s) will consist of Single Packets/Files i.e. Packet-I/File-I having (a) Tender form (First sheet) (b) Special Tender Conditions and Instructions to tenderer/s (c) Special Conditions relating to site data and specifications (d) Bill(s) of Quantities. This Bid shall contain all the documents as listed Annexure-1 & Annexure-2 of Tender Notice. Tenderers are requested to ensure that all such documents and Annexures duly filled in are uploaded, complete in all respects with their Packet-I/File-I failing which his/their offer is likely to be rejected/summarily rejected, as applicable. Tender will be opened on Date D2, i.e. at **15:30 hrs on 03.07.2026** immediately after close of uploading of tenders.

5.0 **In case tender value more than Rs.10 crore (Two packet system),**

5.1 The tender uploaded by the tenderer(s) will consist of TWO Packets/Files i.e. Packet-I/File-I and Packet-II/File-II.

5.2 **Packet-I/File-I – Technical cum Commercial Bid** will be opened immediately after close of uploading of tender. This Bid shall contain (a) Tender form (First sheet) (b) Special Tender Conditions and Instructions to tenderer/s (c) Special Conditions relating to site data and specifications. This Bid shall contain all the documents as listed Annexure-1 & Annexure-2. Tenderers are requested to ensure that all such documents and Annexures duly filled in are uploaded, complete in all respects with their Packet-I/File-I failing which his/their offer is likely to be rejected/summarily rejected, as applicable.

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5.3 Packet II/File II - FINANCIAL BID (SECOND PACKET) of only those tenderer(s) will be opened whose Packet-I/File-I (Technical cum Commercial Bid) is found eligible as per Tender Conditions. The time, date and venue of opening of Packet-II/File-II (Financial Bids) shall be notified to the successful tenderer(s) after evaluation of Packet-I/File-I (Technical cum Commercial Bids). The same shall be opened on due date in the presence of tenderers/their representatives as may wish to attend the same.

6.0 To be opened at **15.30 hours on 03.07.2026** and shall be uploaded along with the following documents:

- (i) Bid Security **ON LINE MODE.**
- (ii) All other mandatory documents as listed in the document

7.0 Note: - Tenderer(s) to please note that after opening of tender, any document/credential pertaining to technical & financial eligibility, constitution of firm etc. shall neither be asked nor be entertained/ considered under any circumstances and no claim or representation whatsoever from the tenderer in this regard shall be entertained. Scanned copy of the documents, uploaded by the tenderer shall be clear & readable. However, Railway reserves the right to seek any clarification on the documents/credentials already submitted by the tenderer along with the offer.

7.1 Tenderer should keep the validity of their offer for 60/90 days for the tender value up to Rs.10Cr./tender value more than Rs.10 cr. respectively. Any deviation from this will not be accepted under any circumstances.

8.0 Tenderer may have to produce the original Documents in physical form at short notice whenever asked by Railway at any stage of tender evaluation process or even after finalization of tender.

9.0 In E-tender, all submissions of documents are to be uploaded on web-site. There may be last minute hic-cups and delay in uploading the Documents and payment of Bid Security etc. Tenderer's/Prospective bidders are advised to upload their offer well in time. Railway will not be responsible for any delay/non-submission of offer due to any reason whatsoever.

10.0 Each page of the tender papers will be treated as signed/ accepted by the tenderer(s) or such person(s) on his/their behalf who is/are legally authorized to sign for him/them.

11.0 The tenderer(s) may note that the Railway reserves its right to either accept or reject any Bid/s without assigning any reasons whatsoever and tenderer(s) shall have no claim(s) on this account.

12.0 Public Procurement (Preference to Make in India):- The tenderer shall comply with Public Procurement Policy order 2017 – Details of which is elaborated in Clause No. 2.3.4 of “*Special Tender Conditions and Instruction to tenderer(s)*”.

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13.0 Prospective tenderer(s) may contact **Divisional Signal & Telecom Engineer/Lucknow, Northern Railway, Lucknow division (e-mail id: dstelko@gmail.com& Mobile No. 9794833802)** for obtaining further clarifications, if required **during working hours.**

Signature of Tenderer

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NORTHERN RAILWAY

TENDER FORMS (FIRST SHEET)

TENDER NO.: 106-Sig/Tender/20/2026-27

Name of Work: - “ Comprehensive Annual Maintenance Contract of HBL make IPS (27 Nos.) & installed over Lucknow Division of Northern Railway for 36 (Thirty Six) months.”

To

The President of India,

Acting through the
Sr. DSTE/LKO,
Northern Railway,
Lucknow Division

1. I/We-----
-----have read all the conditions of the tender attached here with and agree to abide by the said conditions. I/We also agree to keep this offer open for acceptance for a period of 60/90 days (for the tender value up to Rs. 10 Cr/tender value more than Rs. 10 Cr respectively) 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 this work **“Comprehensive Annual Maintenance Contract of HBL make IPS (27 Nos.) & installed over Lucknow Division of Northern Railway for 36 (Thirty Six) months.”** for Northern 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 **36 (Thirty-Six) 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 Tender Conditions of Contract and Specifications of materials and works as laid down by Railway in the annexed Special Conditions/Specifications, Standard Schedule of Rates (SSOR) with all correction slips up-to-date for the present contract.
3. A Bid Security of Rs. as per IREPS has already been deposited online/submitted as Bank Guarantee bond. Full value of the Bid Security shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if:
 - (a) I/We do not submit the Performance Guarantee within the time specified in the Tender document;
 - (b) I/We do not execute the contract documents within seven days after receipt of notice issued by the Railway that such documents are ready; and
 - (c) I/We do not commence the work within fifteen days after receipt of orders to that effect.
4. (a) I/We am/are a Startup firm registered by Department of Industrial Policy and Promotion (DIPP) and my registration number is valid up to (Copy enclosed) and hence exempted from submission of Bid Security-

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5. We are a Labor Cooperative Society and our Registration No. is withand hence required to deposit only 50% of Bid Security.
5. Until a formal agreement is prepared and executed, acceptance of the tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.

Signature of the Tenderer(s)

Signature of Witnesses: -

Date:

1. -----
2. -----

Address of the Tenderer(s)
(Complete postal address)

Signature of Tenderer

Signature of Tendering Authority

VOLUME – I

SPECIAL TENDER CONDITIONS
AND
INSTRUCTIONS TO TENDERER/S

Signature of Tenderer

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**NORTHERN RAILWAY
SPECIAL TENDER CONDITIONS AND INSTRUCTION TO TENDERER(S)**

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| 1.0 | DETAILS OF WORKS: “Comprehensive Annual Maintenance Contract of HBL make IPS (27 Nos.) & installed over Lucknow Division of Northern Railway for 36 (Thirty-Six) months.” |
| | Tenders are invited for the work “AS ON TOP SHEET” |
| 2.0 | <p><u>TENDER DOCUMENTS:</u></p> <p><u>A. In case of tender value up to Rs. 10 crore (Single Packet)</u></p> <p>The following document will form parts of tender /document having</p> <ul style="list-style-type: none"> • Top sheet, • Tender Notice, • Addendum/Corrigendum, if any, • Covering Note • Tender form (First sheet) • Special Tender Conditions and Instructions to tenderer/s along with related Annexures, • Special Conditions relating to site data and specifications along with related Annexures, • Bill(s) of Quantities. • This Bid shall contain all the documents as listed Annexure-1 & Annexure-2 of Tender Notice. • Tenderers are requested to ensure that all such documents and Annexures duly filled in are uploaded, complete in all respects failing which his/their offer is likely to be rejected/summarily rejected, as applicable. <p>NOTE:</p> <ul style="list-style-type: none"> • Standard General Conditions of Contract of Indian Railways as amended/corrected up to latest correction slips, copies of which can be seen in the office of Sr. DSTE or obtained on payment of prescribed charges. • All general and detailed drawings pertaining to this work which will be issued by the Engineer or his representatives (from time to time) with all changes and modifications. <p><u>B. In case of tender value more than Rs.10 crore (Two packet)</u></p> <p>The following document will form part of tender/document: -</p> <p>Packet I – Technical cum commercial Bid</p> <ul style="list-style-type: none"> • Top sheet, • Tender Notice, • Addendum/Corrigendum, if any, • Covering Note. • Tender form (first sheet), • Special Tender Conditions and Instructions to the Tenderers along with related Annexures, • Special Conditions related to Site Data and Specifications along with related Annexures. |

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| | <ul style="list-style-type: none"> Tenderers are requested to ensure that all such documents and Annexures duly filled in are uploaded, complete in all respects failing which his/their offer is likely to be rejected/summarily rejected, as applicable. <p>NOTE:</p> <ul style="list-style-type: none"> Standard General Conditions of Contract of Indian Railways as amended/corrected up to latest correction slips, copies of which can be seen in the office of Sr. Divisional Signal & Telecom Engineer or obtained on payment of prescribed charges. All general and detailed drawings pertaining to this work which will be issued by the Engineer or his representatives (from time to time) with all changes and modifications. <p>Packet 2 – Financial Bid</p> <ul style="list-style-type: none"> It will contain the Schedule of Items and Quantities with provision for quoting of rates by tenderers. |
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| 2.1 | <u>SUBMISSION OF TENDERS:</u> |
| 2.1.1 (a) | <p>The offer is to be uploaded online up to 03.07.2026 by 15.30 hrs. (D2) along with scanned copy of all the requisite document (as per Annexure 1 & 2 of tender notice).</p> <p>i) Tenderer may have to submit the original Documents in physical form at short notice whenever asked by Railway at any stage of tender evaluation process or even after finalization of tender.</p> <p>ii) In E-tender, all submissions of documents are to be uploaded on web-site. There may be last minute hic-cups and delay in uploading the Documents Bid Security. Tenderer's/Prospective bidders are advised to upload their offer well in time. Railway will not be responsible for any delay/non submission of offer due to any reason whatsoever.</p> |
| 2.1.1 (b) | Care in submission of tender |
| (i) | Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all-inclusive to accord with the provisions in Clause-37 of the Standard General Conditions of Contract for the completion of works to the entire satisfaction of the Engineer. |
| (ii) | Tenderers will examine the various provisions of The Central Goods and Services Tax Act, 2017(CGST)/Integrated Goods and Services Tax Act, 2017(IGST)/Union Territory Goods and Services Tax Act, 2017(UTGST)/ respective state's State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt & as amended from time to time and applicable taxes before bidding. Tenderer's will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates. |
| (iii) | The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to railway immediately after the award of contract, without which no payment shall be released to the contractor. The contractor shall be responsible for deposition of applicable GST to the concerned authority. |
| (iv) | In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, the railway shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority. |
| 2.1.2 | <p>Cost of Tender Documents</p> <p>The cost of tender document is NIL. (This will be applicable for tenders other than e-tender)</p> |

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| | mode. This should be paid separately and not included in the Bid Security of tender.) |
| 2.1.3 | In case the intended date for opening of tenders is declared a holiday, the tenders will be opened on the next working day at the same time. |
| 2.2 | <u>COMPLETION OF TENDER DOCUMENTS :</u> |
| 2.2.1 | The tenderers shall quote the rates as one single % age " Above/Below/At par ". Every possible fluctuation, in the rate of labor, material and general commodities, and other possibilities of each and every kind which may affect the rates, should be considered and kept in view before quoting the rates and no claim on this account shall be entertained by the Railway under any circumstances except the price escalation payable as per price variation clause, if any, provided separately in the tender documents." |
| 2.2.2 | <p>The quantities shown in the attached Schedule are given as a guide and are approximate only and are subject to variation according to the needs of the Railway. The Railway does not guarantee work under each item of the Schedule. The tenderer(s) shall quote rates / rebates only at specified place in Tender Form supplied by Railway. Any revision of rates / rebates submitted (quoted) through a separate letter whether enclosed with the bid (Tender Form) or submitted separately or mentioned elsewhere in the document other than specified place shall be summarily ignored and will not be considered.</p> <p><i>In case of tender other than e-tender mode, Multiple Rates- in case tenderer/s quote selective rebate on any individual item(s) the same will be treated as multiple rate and their offer will be summarily rejected-</i></p> |
| 2.2.3 | Each page of the tender papers will be treated assigned/ accepted by the tenderer(s) or such person(s) on his/their behalf who is/are legally authorized to sign for him/them and to enter into commitments on their behalf. |
| 2.2.4 | The rates, rebates and/or other financial terms, if any, quoted by tenderer in the relevant fields of the Financial Bid page will only be the ruling terms for deciding the inter-se ranking, and any such condition having financial repercussions, if quoted by them anywhere else including attached documents shall not be considered for deciding inter-se ranking. |
| 2.2.5 | Additional conditions or stipulations, if any, must be made by the tenderer/s in a covering letter with the tender. The Railway reserves the right not to consider conditional tenders and reject the same without assigning any reason. Only those additional conditions which are explicitly accepted by the Railway shall form part of the contract. |
| 2.2.6. | <p>Submission of Mandatory Annexure-M (Online) and Annexure M (A), as the case may be:-</p> <p>The tenderers shall submit a copy of certificate stating that all their statements/documents submitted along with bid are true and factual. Standard format of certificate to be submitted by the bidder is enclosed as Annexure-M (Online). In addition to Annexure-M, in case of other than Company/Proprietary firm, Annexure –M (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 are/is qualifying the Qualifying Criteria mentioned in the Tender Document.</p> <p>(Ref: RB Letter No. 2022/CE-I/CT/GCC-2022/Policy, dated 13-12-2022)</p> |

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| 2.2.7 | <p>(a) The Railway reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the Railway, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by the railway shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the railway there under.</p> <p>(b) In case of any information submitted by tenderer is found to be false forged or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender Bid Security besides banning of business for a period of up to Two years.</p> <p>(c) In case of any information submitted by tenderer is found to be false forged or incorrect after the award of contract, the contract shall be terminated. Bid Security Performance Guarantee and Security Deposit available with the railway shall be forfeited. In addition, other dues of the contractor, if any, under this contract shall be forfeited and agency shall be banned for doing business for a period of up to Two years.</p> <p>(d) 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.</p> |
| 2.2.8 | Tenderer may have to submit the original Documents in physical form at short notice whenever asked by Railway at any stage of tender evaluation process or even after finalization of tender. |
| 2.2.9 | In E-tender, all submissions of documents are to be uploaded on web-site. There may be last minute hic-cups and delay in uploading the Documents and Bid Security. Tenderer's/Prospective bidders are advised to upload their offer well in time. Railway will not be responsible for any delay/non submission of offer due to any reason whatsoever. |
| 2.2.10 | Tenders containing erasures and / or alterations of tender documents are liable to be rejected. Any correction made by tender(s) in his/their entries must be attested by him / them. |
| 2.2.11 | The works are required to be completed within a period of 36(Thirty Six) month from the date of issue of acceptance letter. |
| 2.2.12 | <p>Employment/Partnership etc. of Retired Railway Employees:</p> <p>(a) Should a tenderer</p> <p>i) be a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being OR</p> <p>ii) being partnership firm / joint venture (JV) / registered society / registered trust etc have as one of its partners/members a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, OR</p> <p>iii) being an incorporated company have any such retired Engineer of the gazetted rank or any other gazetted officer working before his retirement as one of its directors</p> <p>AND</p> <p>in case where such Engineer or officer had not retired from government service at least 1 year</p> |

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| | <p>prior to the date of submission of the tender</p> <p>THEN</p> <p>the tenderer will give full information as to the date of retirement of such Engineer or gazetted officer from the said service and as to whether permission for taking such contract, or if the Contractor be a partnership firm or an incorporated company, to become a partner or director as the case may be, has been obtained by the tenderer or the Engineer or officer, as the case may be from the President of India or any officer, duly authorized by him in this behalf, shall be clearly stated in writing at the time of submitting the tender.</p> <p>b) In case, upon successful award of contract, should a tenderer depute for execution of the works under or to deal matters related with this contract, any retired Engineer of 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.</p> <p>(c) Should a tenderer or Contractor being an individual, have member(s) of his family or in the case of partnership firm/ company / joint venture (JV) / registered society / registered trust etc. one or more of his partner(s)/shareholder(s) or member(s) of the family of partner(s)/shareholder(s) having share of more than 1% in the tendering entity employed in gazetted capacity in the Engineering or any other department of the railway, then the tenderer at the time of submission of tender, will inform the authority inviting tenders the details of such persons.</p> <p>Note:-If information as required as per 2.2.12 a), b), c) above has not been furnished, contract is liable to be dealt in accordance with provision of clause 62 of Standard General Condition of contract. The undertaking shall be mandatory submitted as per Annexure-Q.</p> |
| 2.2.13 | <p>Instructions for bidders from a country which shares a land border with India</p> <p>I Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.</p> <p>II “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a joint venture every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.</p> <p>III “Bidder from a country which shares a land border with India” for the purpose of this Order means:-</p> <ol style="list-style-type: none"> An entity incorporated, established or registered in such a country; or A subsidiary of an entity incorporated, established or registered in such a country; or An entity substantially controlled through entities incorporated, established or registered in such a country; or An entity whose beneficial owner is situated in such a country; or An Indian (or other) agent of such an entity; or A natural person who is a citizen of such a country; or A joint venture where any member of the joint venture falls under any of the above. <p>IV The beneficial owner for the purpose of (III) above will be as under:</p> <ol style="list-style-type: none"> In case of a company or Limited Liability Partnership, the beneficial owner is the |

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| | <p>natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.</p> <p>Explanation-</p> <ol style="list-style-type: none"> “Controlling ownership interest” means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company; “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements; <ol style="list-style-type: none"> In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership; In case or an unincorporated association or body of individual, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals; Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior management official; In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership. <p>V An agent is a person employed to do any act for another, or to represent another in dealings with third person.</p> <p>VI The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority</p> <p>VII 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. (Railway Board letter No. 2020/CE-I/CT/2/GCC/Correspondence, dated 11.08.2020)</p> <p>(Note:- Declaration to be given by tenderer as incorporated in Annexure-M (Online))</p> |
| 2.3 | <u>CREDENTIALS TO BE UPLOADED/SUBMITTED ALONGWITH TENDER DOCUMENTS:(ELIGIBILITY CRITERIA)</u> |
| 2.3.1 | Tenderer(s) should upload documents and certificates to show that he/they has/have satisfactorily carried out works of the type involved in the construction of the work being tendered for. He/they should also produce proof of the satisfaction of the Railway of his/their technical ability and financial stability to undertake the work of the magnitude tendered for. |

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| 2.3.2 | The tenderer(s) shall upload with his/their tender a list of serviceable machinery, tools and plants, equipments and vehicles he/they has/have in hand for executing the work & those, he/they intends/intend to purchase. |
| 2.3.2(A) | The tenderer(s) must upload along with his/their tenders: - |
| (i) | Statement showing similar works executed by him/them |
| (ii) | Certificates of successful completion of his/their work |
| (iii) | The tenderers shall submit requisite information as per Annexure-I, along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet. |
| (iv) | A list of their Engineering Organization and equipments, construction Tools and Plants available with them. |
| (v) | Technical Eligibility Criteria |
| (v)(a) | <p>The tenderer must have successfully completed or substantially completed any of the following during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:</p> <p>Three similar works costing not less than the amount equal to 30% of advertised value of the tender, or</p> <p>Two similar works costing not less than the amount equal to 40% of advertised value of the tender, or</p> <p>One similar work costing not less than the amount equal to 60% of advertised value of the tender.</p> <p>NOTE FOR TECHNICAL ELIGIBILITY CRITERIA</p> <p>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.</p> <p>In case tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate.</p> |

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| (b) | <p><u>Similar Nature of Work:</u></p> <table border="1"> <tr> <td colspan="2" data-bbox="321 239 1458 306">Any work in connection with Signaling Installation which includes supply and/or installation of IPS.</td></tr> <tr> <td colspan="2" data-bbox="321 306 1458 338" style="text-align: center;"><u>OR</u></td></tr> <tr> <td colspan="2" data-bbox="321 338 1458 369">Any work of AMC or ARC of IPS.</td></tr> <tr> <td data-bbox="321 369 483 470">Note 1:</td><td data-bbox="492 369 1458 470">Tenderer may be required to submit the schedule of those works, Completion/Performance Certificates of which have been submitted by him/her in support of 30/40/60% (as the case may be) criterion of similar nature of work.</td></tr> <tr> <td data-bbox="321 470 483 541">Note 2:</td><td data-bbox="492 470 1458 541">The tenderer must be OEM or an Authorised representative of OEM. Tenderer will have to submit the proof of same with the tender document.</td></tr> </table> | Any work in connection with Signaling Installation which includes supply and/or installation of IPS. | | <u>OR</u> | | Any work of AMC or ARC of IPS. | | Note 1: | Tenderer may be required to submit the schedule of those works, Completion/Performance Certificates of which have been submitted by him/her in support of 30/40/60% (as the case may be) criterion of similar nature of work. | Note 2: | The tenderer must be OEM or an Authorised representative of OEM. Tenderer will have to submit the proof of same with the tender document. |
| Any work in connection with Signaling Installation which includes supply and/or installation of IPS. | | | | | | | | | | | |
| <u>OR</u> | | | | | | | | | | | |
| Any work of AMC or ARC of IPS. | | | | | | | | | | | |
| Note 1: | Tenderer may be required to submit the schedule of those works, Completion/Performance Certificates of which have been submitted by him/her in support of 30/40/60% (as the case may be) criterion of similar nature of work. | | | | | | | | | | |
| Note 2: | The tenderer must be OEM or an Authorised representative of OEM. Tenderer will have to submit the proof of same with the tender document. | | | | | | | | | | |
| (c) | The following will be applicable in evaluating the eligibility: | | | | | | | | | | |
| | Similar nature of work physically completed within the qualifying period i.e., the last Seven years ending last day of month previous to the one in which tender is invited (even though the work might have commenced before the qualifying period) should only be considered in evaluating the eligibility criteria. | | | | | | | | | | |
| 2.3.2(A) (vi) | <u>Financial Eligibility Criteria:</u> | | | | | | | | | | |
| | <p>The tenderer must have minimum average annual contractual turnover of V/N or 'V' whichever is less; where</p> <p>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.</p> <p>The average annual contractual turnover shall be calculated as an average of "total contractual payments" in the previous three financial years, as per the audited balance sheet. However, in case balance sheet of the previous year is yet to be prepared/ audited, the audited balance sheet of the fourth previous year shall be considered for calculating average annual contractual turnover.</p> <p>The tenderers shall submit requisite information as per Annexure-I, along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet.</p> | | | | | | | | | | |
| (vii) | <p>For judging the technical eligibility, only those works which had been executed for any Government Organization shall be considered and the tenderer(s) will submit the certificate to this effect from the Officer concerned duly signed under the official seal. <u>It should be noted that credentials for judging technical eligibility of works executed for Private Individual/ Private Organization shall not be considered.</u></p> <p>However, for judging technical eligibility, in addition to credentials issued by any Government Organization, credentials 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 certificate has been issued by a person authorized by the Public listed company to issue such certificates.</p> <p>In case tenderer submits credentials issued by public listed company, the tenderer shall also</p> | | | | | | | | | | |

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| | <p>submit 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 financial credentials.</p> <p>Completion Certificate/Experience Certificate issued by Competent Authority in favor of tenderer duly stating Name & Final cost of the Work, Date of Completion etc. as per Annexure –L must be uploaded along with the offer.</p> |
| (viii) | <p>Value of a completed work done by a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying his/her compliance to the above mentioned technical / financial eligibility criteria in the tender under consideration.</p> <p>NOTE: -Railway may at its discretion invite the tenderer for online verification of Form 26AS, whenever considered necessary.</p> |
| (ix) | If a tenderer(s) has completed a work of similar nature where cement and steel was issued by the Department free of cost, tenderer(s) must upload the completion certificate indicating cost of these materials and total cost of the work (including cost of cement/steel) shall be considered to decide eligibility or otherwise. |
| (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) | Tenderer(s) has to satisfy the eligibility criteria for technical capability and competence as well as for financial capacity and organizational resources. |
| (xii) | If the tenderer(s) is a JV, each partner of JV should have good credentials and the JV should meet the technical and financial eligibility criteria as per the guide lines given in Annexure K & K-1. |
| (xiii) | If the tenderer(s) is a Partnership Firm, the conditions and the technical & financial eligibility criteria will be applicable as per guidelines given in Annexure K-2 . |
| (xiv) | No Technical and Financial credentials are required for tenders having advertised value up to Rs 50 lakh. |
| (xv) | <p>Credentials if submitted in foreign currency shall be converted into Indian currency i.e., Indian Rupee as under:</p> <p>The conversion rate of US Dollars into Rupees shall be the daily representative exchange rates published by the Reserve Bank of India or entity authorized by RBI to do so for the relevant date or immediately previous date for which rates have been published. Where, relevant date shall be as on the last day of month previous to the one in which tender is invited. In case of any other currency, the same shall first be converted to US Dollars as on the last day of month previous to the one in which tender is invited, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date or immediately previous date for which rates have been published.</p> |
| (xvi) | <p>[Explanation for clause 2.3 - Eligibility Criteria:</p> <p>1. Substantially Completed Work means an ongoing work in which payment equal to or more</p> |

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| | <p>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.</p> <p>2. In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfillment of credentials.</p> <p>3. If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfillment of credentials.</p> <p>4. In case of completed work, the value of final bill (gross amount) including the PVC amount (if paid) shall be considered as the completion cost of work. In case final bill is pending, only the total gross amount already paid including the PVC amount (if paid) shall be considered as the completion cost of work.</p> <p>In case of substantially completed work, the total gross amount already paid including the PVC amount (if paid), as mentioned in the certificate, shall be considered as the cost of substantially completed work.</p> <p>5. If a bidder has successfully completed a work as subcontractor and the work experience certificate has been issued for such work to the subcontractor by a Govt. Organization or public listed company as defined in Note for Technical Eligibility Criteria - Clause 2.3.2(A)(v), the same shall be considered for the purpose of fulfillment of credentials.</p> <p>6. In case a work is considered similar in nature for fulfillment of technical credentials, the overall cost including the PVC amount (if paid) of that completed work or substantially completed work shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.</p> <p>7. In case of newly formed partnership firm, the credentials of individual partners from previous propriety firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution / split and their share in newly formed partnership firm. For example, a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of $0.3 \times 0.2 \times \text{value of the work done in the previous entity}$. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.</p> <p>8. In case of existing partnership firm, if any one or more partners quit the partnership firm, the credentials of remaining partnership firm shall be re-worked out i.e., the quitting partner(s) shall take away his credentials to the extent of his share on the date of quitting the partnership firm (e.g. in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and credentials of Rs 10 crore; in case partner C quits the firm, the credentials of this partnership firm shall remain as Rs 6 crore). For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No. (s) In case of dissolution of partnership firm(s) etc.</p> <p>9. In case of existing partnership firm if any new partner(s) joins the firm, without any modification in the name and PAN/TAN no. of the firm the credentials of partnership firm shall get enhanced to the extent of credentials of newly added partner(s) on the same principles as mentioned in item 6 above. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deeds,</p> |
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| | <p>dissolution/splitting deeds and proof of surrender of PAN No.(s) in case of dissolution of partnership firm etc.</p> <p>10. Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., In a partnership firm of A&B partners, A or B partner cannot use credentials of partnership firm of A&B partners in any other partnership firm or propriety firm without leaving partnership firm of A&B partners.</p> <p>11. In case a partner in a partnership firm is replaced due to succession as per succession law, the proportion of credentials of the previous partner will be passed on to the successor.</p> <p>12. If the percentage share among partners of a partnership firm is changed, but the partners remain the same, the credentials of the firm before such modification in the share will continue to be considered for the firm as it is without any change in their value. Further, in case a partner of partnership firm retires without taking away any credentials from the firm, the credentials of partnership firm shall remain the same as it is without any change in their value.</p> <p>13. In a partnership firm “AB” of A&B partners, in case A also works as propriety firm “P” or partner in some other partnership firm “AX”, credentials of A in propriety firm “P” or in other partnership firm “AX” earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB.</p> <p>14. In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm.</p> <p>15. In case company A is merged with company B, then company B would get the credentials of company A also.]</p> <p>16. In case of change in partners of a partnership firm, the share of partners in credentials of a partnership firm shall be considered as per share of partners on the Actual date of completion of the work. In case name and share of partners is not mentioned in the completion certificate, share of partners in the credentials shall be considered as per share of partners on the Actual date of completion of the work, as derived from the partnership deed(s).</p> |
| | <p>Note: -</p> <p>A. In respect of GCC-2022, clause-10, Explanation Note No. 7, following is clarified: -</p> <p>i. In case of any change in the partners of firm during last 07 (seven) years, ending last day of the month previous to the one in which tender is invited, the share of credentials for the purpose of Technical Eligibility will be considered as per the share of partners as on the date of completion of work.</p> <p>ii. In case of any change in partners of firm during last 03 (three) financial years and current financial year up to the date of inviting of the tender, the share of credentials of any partners will be considered in the proportion of partners on the date of receipt of contractual payments.</p> <p>B. In case of new partnership firm, following is clarified in respect of clarification of credentials of individual partners from previous partnership firm(s) or previous dissolved partnership firm(s) or previous split partnership firm(s):-</p> <p>i. For the purpose of Technical Eligibility, the credentials of individual partners from the previous dissolved / split previous partnership firm (s) shall be considered in proportion as on the date of completion of work.</p> <p>ii. For the purpose of Financial Eligibility, the proportion of individual partners from the previous dissolved / splitted previous Partnership firm (s) shall be considered in the proportion as on the date of receipt of contractual payments.</p> |

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| | <p>In such cases, following documents are required to be submitted along with bid:-</p> <p>(i) Copy of previous Partnership Deed(s).</p> <p>(ii) Copy of previous Dissolution Deed(s) of previous partnership deed(s).</p> <p>(iii) Proof of surrender of PAN No(s) (in case of dissolution of partnership firm).</p> <p>➤ Relevant Annexures K-3 & K-4 are to be submitted by the tenderer along with the bid.</p> |
| 2.3.3 | <p>Assignment or Subletting of Contract:</p> <p>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.</p> <p>In case Contractor intends to subcontract part of work, he shall submit a proposal in writing seeking permission of Chief Engineer for the same. While submitting the proposal to railway, Contractor shall ensure the following:</p> <p>(a) (i) The contractor shall not sub-contract the Works comprising more than 40% (forty per cent) of the Contract Price and shall carry out Works for at least 60% (sixty per cent) of the total Contract Price directly under its own supervision and through its own personal. The parties expressly agree that for the purpose 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, sleeper and track fittings, Signaling and telecommunication & Power supply equipments.] The parties agree that all obligations and liabilities under this Agreement got the entire Railway Project shall at all time remain with the Contractor. {The parties agree that works equal to at least 30% (thirty per cent) of the Contract Price shall be discharged solely by the Lead Member.} S</p> <p>Procurement of material, hire of equipment or engagement of labour by prime contractor or procuring entity will not mean sub-contracting.</p> <p>S may be deleted if the contractor is not a Consortium/Joint Venture.</p> <p>(ii) The subcontractor shall have successfully completed at least one work similar to work proposed for subcontract in last 5 years, ending date of submission of proposal by Contractor to Railway, costing not less than 35% value of work to be subletted, through a works contract. For fulfilment of above, Work Experience Certificate issued by a Govt. Department/Organization shall be considered. Further, Work Experience Certificate issued by a Public listed company shall be considered provided the company is having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, registered at least 5 years back from the date of submission of proposal by Contractor to Railway and work experience certificate issued by a person authorized by the Public Listed Company to issue</p> |

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such certificates.

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

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

(iii) There is no banning of business with the sub-contractor in force over IR.

(a) The Contractor shall provide to the Engineer a copy of the agreement to be entered into by Contractor with subcontractor. No subcontractor shall be permitted without a formal agreement between Contractor and subcontractor. This agreement shall clearly define the scope of work to be carried out by subcontractor and the terms of payment in clear & unambiguous manner.

(b) On receipt of approval from Chief Signal & Telecom. Engineer, Contractor shall enter into a formal agreement legally enforceable in Court of Law with subcontractor and submit a copy of the same to the Engineer.

(c) The Contractor shall intimate to the Engineer not less than 7 days in advance, the intended date of commencement of subcontractor's work.

(d) Once having entered into above arrangement, Contractor shall discontinue such arrangement, if he intends to do so at his own or on the instructions of Railway, with prior intimation to Chief Signal & Telecom. Engineer.

(e) The Contractor shall indemnify railway against any claim of subcontractor.

(f) The Contractor shall release payment to the Sub-contractor(s) promptly and shall endeavor to resolve all issues amicably and speedily with the Sub-contractor(s), so that the execution of work is not affected in any manner whatsoever

(g) In addition to issuance of work experience certificate to Contractor, the Engineer, when, based on documents, is satisfied that subcontracted work has been carried out by subcontractor, shall issue work experience certificate to the subcontractor also for the portion of work subcontracted and successfully completed by the sub-contractor.

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

(h) The responsibility of successful completion of work by subcontractor shall lie with

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| | <p>Contractor. Subcontracting will in no way relieve the Contractor to execute the work as per terms of the Contract.</p> <p>(i) Further, in case Engineer is of the view that subcontractor's performance is not satisfactory, he may instruct the Contractor to remove the subcontractor from the work and Contractor has to comply with the above instructions with due promptness. Contractor shall intimate the actual date of discontinuation of subcontract to Engineer. No claim of Contractor what so ever on this account shall be entertained by the Railway and this shall be deemed as 'excepted matter' (matter not arbitrable).</p> <p>(j) 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.</p> |
| 2.3.4 | Public Procurement (Preference to Make in India):- (Authority:- As per Railway Board letter No. 2015/RS(G)/779/5, dated 01.02.2018, No. 2017/Trans/01/Policy/Pt-S, dated 28.03.2018, Railway Board letter no. 2020/RS(G)/779/2, dated 12.06.2020 and Ministry of Commerce and Industry letter no. P-45021/2/2017-B.E.-II, dated 15.06.2017) |
| 2.3.4.1 | This tender complies with Public Procurement Policy order 2017 dated 15.06.17 and (Revision), dated 04.06.2020. |
| 2.3.4.2 | <p>Following provisions will be applicable for item to be procured under Public Procurement (preference to Make in India) order 2017 dated 15.06.2017 and 04.06.2020.</p> <p>A) Local content: the minimum local content shall be 50% or as indicated in the tender enquiry.</p> <p>B) Margin of purchase preference: The margin or purchase preference is 20%.</p> <p>C) Fee for complaint: Fee for filling a complaint under the order shall be Rs. 10,000/- per case. The complaint shall be filed in the office of the Sr. DSTE/LKO/NR. The fee shall be deposited with the office of the Sr. DFM/NR/LUCKNOW.</p> <p>D) Class-I local supplier: Means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50% as defined under this order.</p> <p>E) Class-II local supplier: Means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50% as defined under this order.</p> |
| 2.3.4.3 | <p>Verification local content:</p> <p>A) The 'Class-I local supplier' / 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier' / 'Class-II local supplier', as the case may be. They shall also give details of the location (s) at which the local value addition is made.</p> <p>B) In case of procurement for a value in excess of Rs. 10 Crores, the 'Class-I local supplier' / 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or form a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.</p> |

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| | <p>C) False declarations will be in breach of the code of integrity under Rule 175 (1) (i) (h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Finance Rules along with such other actions as may be permissible under law.</p> <p>D) A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment.</p> <p>E) Debarment of bidders: In respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the websites(s) so that ongoing procurements are not disrupted.</p> |
| 2.3.4.4 | <p>Requirement of Purchase preference:</p> <p>a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local suppliers' in all procurements under taken by procuring entities in the manner specified hereunder:</p> <p>b) In the procurements of goods or works which are not covered by para 3(b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'non-Local supplier' as per following procedure: -</p> <p>i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.</p> <p>ii) If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local suppliers' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on 'Class-I local suppliers', then such balance quantity may also be ordered on the L1 bidder.</p> <p>c) In procurements of goods or works, which are covered by para 3(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local Supplier' as well as 'non-local supplier', as per following procedure:</p> <p>i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.</p> <p>ii) If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local suppliers', will be invited to match the L1 price subject to 'Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.</p> <p>iii) In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local suppliers' within the margin of purchase preference matches the L1</p> |

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| | price, then the contract may be awarded to the L1 bidder. d) “Class-II local supplier” will not get purchase preference in any procurement, undertaken by procuring entities. |
| 2.4 | <u>CONSTITUTION OF THE FIRM:</u> |
| 2.4.1 | (i) The tenderer shall clearly specify whether the tender is submitted on his own (Proprietary Firm) or on behalf of a Partnership Firm / Company / Joint Venture (JV) / Registered Society / Registered Trust / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. The tenderer(s) shall enclose the attested copies of the constitution of their concern, and copy of PAN Card along with their tender. Tender Documents in such cases are to be signed by such persons as may be legally competent to sign them on behalf of the firm, company, association, trust or society, as the case may be. (ii) Following documents shall be submitted by the tenderer: |
| (A) | <u>Sole Proprietorship firm:</u> |
| | (Undertaking as per Annexure O-1) Undertaking may be given. If not given. If not given, as per Para. 14(iii) of GCC-2022, 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. |
| (B) | <u>Partnership Firm:</u> |
| | <u>For All Type of Works Tenders.</u> 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: 1. Notarized copy of the Partnership Deed or a copy of the Partnership Deed registered with the Registrar. 2. Document(s) in support of Registration of firm with Registrar of firms viz. Certificate of registration and copy of Register of firm (Form No. may vary from State to State) (as applicable) etc. issued by Registrar of firms. 3. 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 (Standard Performa as per Annexure O-2). 4. 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 in which they were / are partners. 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. Note: Authorization given in POA only will be considered irrespective of any authorization that may have given in Partnership Deed. In case of non-submission of POA or invalid POA, offer is liable to be rejected. |

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| (C) | <u>Joint Venture (JV):</u> |
| | If the tender is uploaded on behalf of a JV, the tenderer must upload the following |
| (1) | A copy of Memorandum of Understanding (MoU) duly executed by the JV members on a stamp paper, shall be submitted by the JV along with the tender (Standard proforma as per Annexure K-1). The complete details of the members of the JV, their share and responsibility in the JV etc. particularly with reference to financial, technical and other obligations shall be furnished in the MoU. |
| (2) | Notarised Power of Attorney/authorization duly executed by all JV constituents, in favour of the individual signing the tender document on behalf of the JV; and (Standard Performa as per Annexure O-3) |
| (3) | In addition, following documents must be upload/submit by the JV firms along with the tender: - |
| (i) | In case one or more of the members of the JV firms is /are partnership firm(s), following documents shall be uploaded/submitted. |
| | (a) (i) Notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar. (ii) Document(s) in support of registration of firm with registrar of firms viz. Certificate of registration and copy of Register of firm (Form No. may vary from State to State)(as applicable) etc. issued by registrar of firms. |
| | (b) A copy of consent of all the partners or individual authorized by partnership firm, to enter into the Joint Venture Agreement on a stamp paper, (Standard Performa as per Annexure O-4) |
| | (c) A notarized or registered copy of Power of Attorney in favor of the individual to sign the MOU/JV Agreement on behalf of the partnership firm and create liability against the firm. (Standard Performa as per Annexure O-5). Note: Authorization given in POA only will be considered irrespective of any authorization that may have given in Partnership Deed. In case of non-submission of POA or invalid POA, offer is liable to be rejected. |
| | d) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the bid ineligible or the contract shall be determined under Clause 62 of the Standard General Conditions of Contract. |
| (ii) | In case one or more members of JV is/are Proprietary Firm or HUF, the following documents shall be uploaded/submitted: A copy of notarized affidavit on Stamp Paper declaring that his Concern is a proprietary Concern and he is sole proprietor of the Concern OR he who is signing the affidavit on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF. (Standard Affidavit as per Annexure O-6) |
| (iii) | In case one or more members of JV is/are Limited Companies, the following documents shall |

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| | be submitted/uploaded: |
| | (a) A copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement, (Standard Performa as per Annexure O-7) |
| | (b) Copy of Memorandum and Articles of Association of the Company. |
| | (c) Copy of certificate of incorporation |
| | (d) A copy of Authorization/copy of Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favor of the individual to sign the tender, sign MOU/JV Agreement on behalf of the company and create liability against the company (Standard Performa as per Annexure O-8) . |
| (iv) | <p>In case one or more members of JV is/are LLP firm, the following documents shall be submitted/uploaded:</p> <p>a) A copy of LLP Agreement.</p> <p>b) A copy of Certificate of Incorporation of LLP.</p> <p>c) A copy of resolution passed by partners of LLP firm, permitting the Firm to enter into a JV agreement (Standard proforma as per Annexure O-13)</p> <p>d) A copy of Authorization /copy of Power of Attorney issued by the LLP firm (backed by resolution passed by the Partners) in favor of the individual, to sign the tender and/or sign the MOU/ JV agreement on behalf of the LLP and create liability against the LLP. (Standard proforma as per Annexure O-14)</p> <p>e) An undertaking by all partners of the LLP that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.</p> |
| (D) | <u>Company:</u> |
| | <p>If the tender is uploaded on behalf of a Company registered under Companies Act-2013, the tenderer must submit/upload along with the tender the following documents on or before close of uploading of tender& before opening of tender(D2):</p> <p>(a) Copies of the MOA/AOA (Memorandum of Association/Article of Association) of the Company;</p> <p>(b) A copy of certificate of incorporation.</p> <p>(c) 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 (Standard Performa as per Annexure O-9, 10).</p> |
| (E) | Registered Society & Registered Trust: |
| | <p>The tenderer must upload following: -</p> <p>(i) A copy of Certificate of Registration</p> <p>(ii) A copy of Memorandum of Association of Society/Trust Deed</p> <p>(iii) A copy of Power of Attorney in favor of the individual to sign the tender documents and create liability against the Society/Trust. (Standard Performa as per Annexure O-16)</p> |

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| | (iv) A copy of Rules & Regulations of the Society. |
| (F) | <p>LLP (Limited Liability Partnership) Firm: If the tender is submitted on behalf of a LLP Firm registered under LLP Act-2008, the tenderer shall upload along with the tender:-</p> <ol style="list-style-type: none"> A copy of LLP Agreement, A copy of Certificate of Incorporation; and 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 (Standard proforma as per Annexure O-11 & 12). 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. |
| G | <p>In Case of HUF:</p> <p>(i) A copy of notarized affidavit on Stamp Paper declaring that he who is submitting the tender on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF (Standard proforma as per Annexure O-15).</p> |
| 2.4.1.1 | <ul style="list-style-type: none"> 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. 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. The Railway will not be bound by any change of power of attorney or in the composition of the firm made subsequent to the submission of tender. Railway may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor. The tenderer whether sole proprietor / a company or a partnership firm / joint venture (JV) / registered society / registered trust / HUF / LLP etc. if they want to act through agent or individual partner(s), should submit along with the tender, a copy of power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favor 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. <p>A separate power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favor 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.</p> |

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| | <p>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.</p> <p>Note:</p> <ol style="list-style-type: none"> <i>If all the requisite documents pertaining to the constitution of the firm/JV/sole proprietorship/partnership firm/company/ Registered Trust/Registered Society/LLP/HUF etc., as specified in clause 2.4.1 above, are not submitted, offer will be considered as incomplete and shall be summarily rejected.</i> <i>Standard Proforma/Affidavit O-1 to O-16 are given as per Constitution of Firm requirement in respective clause of Sole Proprietorship firm/Partnership firm/JV/Company Registered Trust/Registered Society/LLP/HUF for guidance purpose.</i> | | | | |
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| 2.4.2 | The tenderer whether sole proprietor / a company or a partnership firm / joint venture (JV) / registered society / registered trust / HUF etc. if they want to act through agent or individual partner(s), should submit along with the tender, a copy of power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favor of the specific person whether he/they be partner(s) of the firm or any other person specifically authorizing him/them to submit the tender, sign the agreement, receive money, co-ordinate measurements through contractor's authorized engineer, witness measurements, sign measurement books, compromise, settle, relinquish any claim(s) preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration. The above power of attorney shall be submitted even if such specific person is authorized for above purposes through partnership deed / Memorandum of Understanding / Article of Association or such other document, failing which tender is liable to be rejected. | | | | |
| 2.5 | <u>INCOME TAX DEDUCTION:</u> | | | | |
| 2.5.1 | As per Income Tax Act, Tax will be deducted will be made for sums paid for carrying out the work under this contract. In case of supply contract for ballast, deduction of 2% (Two percent) Income tax will be made for the sums paid for labour portion only (i.e., loading, unloading, stacking, measurement and laying etc.). 1% labour cess shall be deducted from each RA bill to be deposited with concerned labour Commissioner/State Govt. | | | | |
| 3.0 | Bid Security: | | | | |
| 3.1 | <p>(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:</p> <table border="1"> <thead> <tr> <th>Value of the Work</th><th>Bid Security</th></tr> </thead> <tbody> <tr> <td>For all works</td><td>2% of the estimated cost of the work</td></tr> </tbody> </table> <p>Note:</p> <ol style="list-style-type: none"> The Bid Security shall be rounded off to the nearest ₹100. This Bid Security shall be applicable for all modes of tendering. Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of Bid Security detailed above. Labor Cooperative Societies shall submit only 50% of above Bid Security detailed | Value of the Work | Bid Security | For all works | 2% of the estimated cost of the work |
| Value of the Work | Bid Security | | | | |
| For all works | 2% of the estimated cost of the work | | | | |

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| | <p>above.</p> <p>(b) It shall be understood that the tender documents have been issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resale from his offer or modify the terms and conditions thereof in a manner not acceptable to the Engineer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the Railway.</p> <p>(c) If his tender is accepted, this Bid Security mentioned in sub para (a) above will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 5.0 (Security Deposit) of tender document. The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.</p> <p>(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-A (1) and shall be valid for a period of 90 days beyond the bid validity period.</p> <p>(3) In case, submission of Bid Security in the form of Bank Guarantee, following shall be ensured:</p> <ol style="list-style-type: none"> A scanned copy of the Bank Guarantee shall be uploaded on e-Procurement Portal (IREPS) while applying to the tender. The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document before closing date of submission of bids (i.e. excluding the last date of submission of bids). 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. The Tender Security shall remain valid for a period of 90 days beyond the validity period for the Tender. 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. 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. The envelope shall be addressed to the officer and address as mentioned in the tender document. If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder. |
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| 3.1.1(a) | Subject to exemptions provided under clause 3.1 above, the tender must be accompanied by a Bid Security as mentioned in tender documents, failing which the tender shall be summarily rejected. |
| 3.1.1(b) | The Tenderer(s) shall keep the offer open for a minimum period of 60 days (in case of two packet system of tendering 90days) from the date of closing of the Tender. It is understood that the tender documents have been issued to the Tenderer(s) and the Tenderer(s), is / are permitted to tender in consideration of the stipulation on his / their part that after submitting his / their tender subject to the period being extended further, if required by mutual agreement from time to time, he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to Northern 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. |
| 3.1.1(c) | <p>If his tender is accepted,</p> <ul style="list-style-type: none"> (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 5.0 (Security Deposit) of tender document. (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 5.0 (Security Deposit) of tender document. <p>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.</p> |
| 3.1.1(d) | In case Contractor submits the Term Deposit Receipt/Bank Guarantee Bond towards either the Full Security Depositor the Part Security Deposit equal to or more than Bid Security, the Railway shall return the Bid Security so retained as per sub para(c) above, to the Contractor. |
| 4.0 | <u>ACCEPTANCE OF TENDER</u> |
| 4.1 | (i) IF THE TENDERER (S) DELIBERATELY GIVES WRONG INFORMATION/CREDENTIALS/DOCUMENTS IN HIS/THEIR TENDERS AND THEREBY CREATE(S) CIRCUMSTANCES FOR ACCEPTANCE OF HIS/THEIR TENDER, RAILWAY RESERVES THE RIGHT TO REJECT SUCH TENDER AT ANY STAGE, BESIDES, SHALL SUSPEND THE BUSINESS UPTO TWO YEARS”. |
| | (ii) If on verification of credentials, at the evaluation stage, it is found that the tenderer has submitted forged/fake documents in support of his offer; his Bid Security shall be forfeited besides suspending business with him/them up to two years. |
| | (iii) 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. |

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| 4.2 | The authority for acceptance of the tenders rests with Sr. Divisional Signal & Telecom Engineer/C/Divisional Signal & Telecom Engineer as the case may be who does not undertake to assign reasons for declining to consider any particular tender or tenders. He also reserves the right to accept the tender in whole or in part or to divide the tender amongst more than one tenderer if deemed necessary. |
| 4.3 | The successful tenderer/s shall be required to execute an agreement with the President of India acting through the Sr. Divisional Signal & Telecom Engineer/C OR Divisional Signal & Telecom Engineer for carrying out of the work as per agreed conditions. The cost of stamp for the agreement will be borne by the Northern Railway. |
| 4.3.1 | The contractors operations and proceedings in connection with the works shall at all times be conducted during the continuance of contract in accordance with the laws, ordinance, rules and regulations for the time being in force and the contractor shall further observe and comply with the bye-laws and regulations of the Govt. of India, State Govt. and of Municipal & other authorities having jurisdiction in connection with the works or site over operations such as these are carried out by the contractor/s and shall give all notice required by such bye-laws and regulations. The Hospital and medical regulations in force for the time being shall also be complied with by the contractor/s and his workmen. |
| 4.3.2 | The contractor shall be responsible for the observance of the rules and regulations under the mines act and mineral rules and Indian Metallurgical rules and regulations of State/Central Govt. concerned as amended from time to time. |
| 4.3.3 | Contractor shall at all times keep the railway administration indemnified against all penalties that may be imposed by the Govt. of India or State Govt. for infringements or any of the clauses of the mines act and rules made there under in respect of quarries from which the ballast for these works is procured. |
| 4.4 | The tenderer/s shall not increase his/their rate in case the Railway Administration negotiates for reduction of rates. Such negotiations shall not amount to cancellation or withdrawal of the original offer and rates originally quoted will be binding on the tenderer/s. |
| 4.5 | The tenderer/s shall submit an analysis of rates if called upon to do so. |
| 4.6 | Non-compliance with any of the conditions set forth herein is liable to result in the tender being rejected. |
| 4.7 | <u>Variation in quantity</u> |
| 4.7.1 | (i) Unless otherwise specified in the special conditions of the contract, the accepted variation in quantity of each individual item of the contract would be up to 25% of the quantity originally contracted, except in case of foundation work (in which no variation limit shall apply). However, the rates for the increased quantities shall be as per sub- para (iii) below. |
| | (ii) The Contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever up to the limit of 25% variation in quantity of individual item of works. |
| | (iii) In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, then same shall be executed at following rates a. Quantities operated in excess of 125% but 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; b. 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; c. Variation in quantities of individual items beyond 150% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender. d. Variation to quantities of Minor Value Item: e. The limit for varying quantities for minor value items shall be 100% (as against 25% |

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| | <p>prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1 % of the total original contract value.</p> <p>f. d.(i) Quantities operated up to and including 100% of the agreement quantity of the concerned minor value item, shall be paid at the rate awarded for that item in that particular tender;</p> <p>g. d.(ii) Quantities operated in excess of 100% but up to 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>h. d.(iii) Variation in quantities of individual minor value item beyond 200% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.</p> |
| | <p>(iv) In case of earthwork items, the variation limit of 25% shall apply to the gross quantity of earthwork items and variation in the quantities of individual classifications of soil shall not be subject to this limit.</p> <p>(v) As far as Standard Schedule of Rates (SSOR) items are concerned, the variation limit of 25% would apply to the value of SSOR schedule(s) as a whole and not on individual SSOR items. However, in case of Non Standard Schedule of Rates (SSOR) items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).</p> |
| 4.7.2 | <p>Valuation of Variations: The enlargements, extensions, diminution, reduction, alterations or additions referred to in Sub-Clause (4.7.1) of this Clause shall in no degree affect the validity of the contract; but shall be performed by the Contractor as provided therein and be subject to the same conditions, stipulations and obligations as if they had been originally and expressively included and provided for in the Specifications and Drawings and the amounts to be paid therefor shall be calculated in accordance with the accepted Bill(s) of Quantities. Any extra item(s)/quantities of work falling outside the purview of the provisions of Sub-Clause (4.7.1) above shall be paid for at the rates determined under Clause-39 of GCC.</p> |
| 5.0 | <p><u>Security Deposit and Performance Guarantee on Acceptance of Tender</u></p> |
| 5.1 | <p>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.</p> <p>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.</p> <p>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.</p> |

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| | <p>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.</p> |
| 5.1.1 | <p>Refund of Security Deposit: Security Deposit shall be returned to the Contractor after the following:</p> <ul style="list-style-type: none"> (a) Final Payment of the Contract as per clause 51.(1) of GCC-2022, and (b) Signature of Final Supplementary Agreement or Certification by Engineer that Railway has No Claim on Contractor and (c) Issue of Maintenance Certificate on expiry of the maintenance period as per clause 50. (1) of GCC. <p>Note :-</p> <p>The Competent Authority to issue above Maintenance Certificate shall normally be the authority who is competent to sign the contract. If this Competent Authority is of the rank lower than JA Grade, then a JA Grade Officer (concerned with the work) should issue the certificate.</p> <p>The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the Contractor and that there is no due from the Contractor to Railways against the contract concerned.</p> |
| 5.1.2 | <p>Forfeiture of Security Deposit: Whenever the contract is rescinded as a whole under clause 62 (1) of these conditions GCC-2022, 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) these conditions of GCC-2022, the Security Deposit shall not be forfeited.</p> |
| 5.1.3 | <p>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 5.2 of this clause will be payable with interest accrued thereon.</p> |
| 5.2 | <p><u>Performance Guarantee:</u></p> <p>The successful bidder shall have to submit a performance Guarantee (PG) within 21(twenty-one) days from the date of issue of Letter of acceptance (LOA). Extension of time for submission of PG beyond 21(twenty-one) days and up to 60 days from the date of issue of LOA may be given by the authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 21(twenty-one) days, i.e. from 22nd day after the date of issue of LOA. Further, if the 60th day happens to be a declared holiday in the concerned office of the Railway, submission of PG can be accepted on the next working day.</p> <p>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 duly forfeiting EMD and other dues, if any payable against that contract. In case contract is terminated railway shall be entitled to forfeit Bid Security and other dues payable to the contractor against that particular</p> |

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| <p>contract, subject to maximum of PG amount. In case a tenderer has not submitted Bid Security on the strength of their registration as a Startup recognized by Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect.</p> <p>(a) The failed contractor shall be debarred from participating in re-tender for that work.</p> <p>(b) The successful bidder shall submit the performance Guarantee (PG) amounting to 5% of the original contract value and Additional Performance Guarantee as per clause 16(4)(h) in any of the following forms.</p> <p>(i) A deposit of cash;</p> <p>(ii) Irrevocable Bank Guarantee;</p> <p>(iii) Insurance Surety bond as per Annexure-XVII.</p> <p>Note: - In case of extension of Date of Completion select bidder needs to submit extended Insurance surety Bond/Fresh Insurance Bond/ fresh Performance security, in any form as given above, before expiry of existing Insurance Surety Bond.</p> <p>(iv) Government Securities including State Loan Bonds at 5% below the market value;</p> <p>(v) Pay Orders and Demand Drafts tendered by any Scheduled Commercial Bank of India;</p> <p>(vi) Guarantee Bonds executed or Deposits Receipts tendered by any Scheduled Commercial Bank of India;</p> <p>(vii) A Deposit in the post office saving Bank;</p> <p>(viii) A Deposit in the National savings Certificates;</p> <p>(ix) Twelve years National Defence Certificates;</p> <p>(x) Ten years Defence Deposits;</p> <p>(xi) National Defence bonds and</p> <p>(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.</p> <p>Note: - The instruments as listed above will also be acceptable for Guarantees in case of mobilization advance. All the instruments mentioned in (i) to (xii) above should be in favour of Sr. DFM/NR /Lucknow.</p> <p>(c) A Performance Guarantee shall be submitted by the successful Bidder after the letter of acceptance has been issued, but before signing of the agreement. This PG shall be initially valid up to the stipulated date of completion plus 60 (Sixty) days beyond that. In case, the time of completion of work gets extended, the contractor shall get the validity of P G</p> |
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| | <p>extended to cover such extended time for completion of work plus 60 (Sixty) days.</p> <p>d) The value of PG to be submitted by the Contractor is based on original contract value and shall not change due to subsequent variation(s) in the original contract value up to 31.03.2023.</p> <p>(Authority Railway Board letter no. 2020/CE-I/CT/3E/GCC/Policy, dated 10.01.2022)</p> <p>(e) The Performance Guarantee (PG) shall be released after the Physical completion of the work based on the "Completion Certificate" issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily. The competent authority shall normally be the authority who is competent to sign this contract. If the competent authority is of the rank lower than JA Grade, then a JA Grade Officer (concerned with the work) should issue certificate. The security deposit shall, however, be released only after expiry of the maintenance period and after passing the final bill based on 'No claim certificate' from the contractor.</p> <p>(f) Whenever the contract is rescinded, the security deposit shall be forfeited and the Performance Guarantee shall be encashed.</p> <p>(g) The Engineer shall not make a Claim under the Performance Guarantee except for amount to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:</p> <p>(i) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above in which event the Engineer may claim the full amount of the Performance Guarantee.</p> <p>(ii) Failure by the contractor to pay President of India any amount due, either as agreed by the Contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer.</p> <p>(iii) The Contract being determined or rescinded under provision of the GCC clause 62.</p> <p>(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:</p> <table border="1"> <tr> <th>Bid quoted in % of advertised cost</th><th>Additional Performance Guarantee (%)</th></tr> <tr> <td>Below 0- 5% (Inclusive)</td><td>Nil</td></tr> <tr> <td>Below 5%</td><td>5%</td></tr> </table> | Bid quoted in % of advertised cost | Additional Performance Guarantee (%) | Below 0- 5% (Inclusive) | Nil | Below 5% | 5% |
|------------------------------------|--|------------------------------------|--------------------------------------|-------------------------|-----|----------|----|
| Bid quoted in % of advertised cost | Additional Performance Guarantee (%) | | | | | | |
| Below 0- 5% (Inclusive) | Nil | | | | | | |
| Below 5% | 5% | | | | | | |
| 5.3 | <p>Whenever the Railways PSUs are awarded works contracts by Railways, on single tender basis, they are exempted from the requirements of submitting performance guarantee.</p> <p>However, in the event of failure of the Railway PSU to successfully execute the contract as per terms and conditions laid down in the agreement, a penalty equivalent to 5% of the original value of contract would be levied.</p> <p>If Railway PSUs are awarded contract through competitive bidding (open tender, special limited tender etc.) the normal rules regarding submission performance bank guarantee as applicable to other tenderer/s shall be applicable to these PSUs.</p> | | | | | | |
| 6.0 | <u>CONDITIONS OF CONTRACT AND SPECIFICATIONS</u> | | | | | | |

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| 6.1 | <p>Except where specifically stated otherwise in the tender documents the work is to be carried out in accordance with (i) Indian Railways Standard General Conditions of Contract, April' 2022 amended from time to time & up to date. Copy of this publications can be obtained from the office of Sr. DSTE/C, Northern Railway, Lucknow on payment Rs 100/- . Demand for these publications from out station will be considered only if a sum of Rs50/- towards postal charges is also sent with the cost of the books by money order.</p> <p>Note: - The above publications are available on www.indianrailways.gov.in.</p> |
| 6.2 | <p>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 of quantities etc., forming part of the tender/contract, the following shall be the order of precedence:</p> <ol style="list-style-type: none"> Letter of Award Bill(s) of Quantities Special Conditions of Contract Technical Specifications as given in tender documents Drawings 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. *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. *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. 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. IR Specifications/Guidelines updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents. Relevant B.I.S. Codes updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents. |
| 7.0 | <u>STUDY OF DRAWINGS AND LOCAL CONDITIONS</u> |
| 7.1 | The drawings for the works can be seen in the office of the Sr. Divisional Signal & Telecom Engineer/Co-ord, Northern Railway, Lucknow. It should be noted by tenderer/s that these drawings are meant for general guidance only and the Railway may suitably modify them during the execution of the work according to the circumstances without making the Railways liable for any claims on account of such changes. |
| 7.2 | The tenderer/s is/are advised to visit the site of work and investigate actual conditions regarding nature and conditions of soil, difficulties involved due to inadequate stacking space, due to build up area around the site, availability of materials water and labor probable sites for labor camps, stores, godowns, etc. They should also satisfy themselves as to the sources of supply and adequacy for their respective purpose of different materials referred in the specifications and indicated in the drawings. The extent of lead and lift involved in the execution of works and any difficulties involved in the execution of work should also be examined before formulating the rates for complete items of work described in the schedule. |
| 7.3 | <p><u>Fencing at work site</u></p> <p>Contractor(s) while executing the work of gauge conversion/doubling, yard remodeling etc. shall provide suitable fencing/barricading to protect/segregate the existing Railway line from</p> |

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| | any damage and un-toward incident, as per the directions or plan approved by Engineer-in-charge. No work will be started till the fencing/barricading is provided and clearance in writing is issued by the Engineer-in-charge. |
| 7.3.1 | Suitable gates/barriers should be installed across the new embankment, preferably adjoining the manned/unmanned level crossings. The entry for the vehicles should be regulated by an authorized representative of the Engineer-in-charge during the working hours. |
| 7.4 | <u>Safety Gear :</u> During execution of the work, contractors shall ensure that all safety precautions are taken by their men to protect themselves and site to prevent any untoward incident. In this regard contractor will ensure that adequate number of safety helmets, safety belts, safety jackets with reflective arm band, rope, ladders emergency light etc. are available at site before the work is actually started. The above list is only indicating and is not exhaustive and safety item will be arranged as per the requirement. Railway reserve the right to stop the work in the absence of proper safety gear and no claim shall be entertained in this regard. Decision of the Engineer-in-charge will be final and binding upon the contractor. The cost of all the safety gear is deemed to have been included in the rates quoted and nothing extra is payable under this contract. |
| 8.0 | <u>PERIOD OF COMPLETION</u> |
| 8.1 | The entire work is required to be completed in all respects within 36(Thirty Six) month from the date of issue of Acceptance letter/ Telegram. Time is the essence of contract. The contractor/s will be required to maintain speedy and required progress to the satisfactions of the Engineer to ensure that the work will be completed in all respects within the stipulated period failing which action may be taken by the Railway Administration in terms of Clause 17 and/or Clause 62 of the Indian Railways Standard General Conditions of Contract, April'2022 amended from time to time & up to date. |
| 8.2 | The contractor/s shall arrange to execute the different items of works in close consultation with and as per directions of the Engineer so that other works being executed in the same area either departmentally or through another agency such as steel erection, P. Way earthwork in formation, etc. are also progressed concurrently. It may be noted, however, that any delay in the execution of departmental works, for whatsoever reason shall not be accepted as an excuse for non-performance of the contract. |
| 8.3 | The contractor/s will be required to give Sr. DSTE/LKO, a monthly progress report of the work done during the month on 4 th of the following month. He will also give to the Sr. DSTE/LKO the programme of work to be done in coming month by 25 th of the preceding month. The programme will be subject to alteration or modifications at the direction of the Sr. Divisional Signal & Telecom Engineer / LKO or Divisional Signal & Telecom Engineer/Lucknow who may discuss such modifications or alterations with the contractor as considered necessary. Approval of any programme shall not in any way relieve the contractor from any of his obligations to complete the whole of the work by the prescribed time or extended time, if any. |
| 9.0 | <u>Rates for Items of Works:</u> |
| | (i) The rates, entered in the accepted Bill(s) of Quantities of the Contract are intended to provide for works duly and properly completed in accordance with the General and Special (if any) Conditions of the Contract and the Specifications and drawings together with such enlargements, extensions, diminutions, reductions, alterations or additions as may be ordered in terms of Clause 42 of these conditions and without prejudice to the generality thereof and shall be deemed to include and cover superintendence and labor, 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 |

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| | <p>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 labor 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.</p> <p>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.</p> <p>Further, if rates of existing GST or cess on GST for Works Contract is decreased or any tax/cess on Works Contract is decreased / removed by Statute after the date of opening of tender, the reduction in tax amount shall be recovered from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India.</p> |
| 9.1 | <p>Demurrage and Wharfage Dues: Demurrage charges calculated in accordance with the scale in force for the time being on the Railway and incurred by the Contractor failing to load or unload any goods or materials within the time allowed by the Railway for loading as also wharfage charges, of materials not removed in time, as also charges due on consignments booked by or to him shall be paid by the Contractor, failing which such charges shall be debited to the Contractor's account in the hands of the Railway and shall be deducted from any sums which may become due to him in terms of the contracts.</p> |
| 9.2(1) | <p>Rates for Extra Item(s) of Works:</p> |
| (a) | <p>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). However, the cumulative value of all such extra item(s) together (modified by the respective tender percentage) shall not exceed 10 % of the original contract value.</p> <p>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).</p> |
| (b) | <p>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</p> |

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| | <p>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.</p> <p>The assessment of rates for extra item(s) shall be arrived at based on the prevailing market rates of labor, machinery & materials and by taking guidance from the following documents in order of priority:</p> <p>i. Analysis of Rates for “Unified Standard Schedule of Rates of Indian Railways (USSOR)”.</p> <p>ii. Analysis of Rates for “Delhi Schedule of Rates issued by CPWD (DSR)”.</p> <p>iii. Market Analysis.</p> |
| 9.2(2) | <p>Provided that if the Contractor commences work or incurs any expenditure in regard thereto before the rates as determined and agreed upon as lastly here unto fore-mentioned, then and in such a case the Contractor shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of determination of the rates as aforesaid according to the rates as shall be fixed by the Engineer. However, if the Contractor is not satisfied with the decision of the Engineer in this respect, he may appeal to the Chief Engineer within 30 days of getting the decision of the Engineer, supported by analysis of the rates claimed. The Chief Engineer's decision after hearing both the parties in the matter would be final and binding on the Contractor and the Railway.</p> |
| 9.3(a) | <p><u>FINAL SUPPLEMENTARY AGREEMENT</u></p> <p>After the work is completed and taken over by the Railway as per terms and conditions of the contract agreement or otherwise concluded by the parties with mutual consent and full and final payment is made by the Railway to the contractor for work done and there is unequivocal no claim on either side under the contract, the parties shall execute the final supplementary agreement annexed as per Annexure-B.</p> |
| 9.3(b) | <p>Standard Agreement (for RB-IF Funded Contracts only):-For the works contracts which are funded through Indian Railway Finance Corporation (IRFCC), the Contractor after award of such contract shall has to execute and sign the Standard Agreement as per prescribed format as per Annexure-R.</p> |
| 9.4 | <p><u>Measures to be taken in construction and repairs on roads, embankments, etc.</u></p> |
| 9.4.1 | <p>All borrow pits dug for and in connection with the construction and repairs of buildings, roads, embankments, etc. shall be deep and connected with each other in the formation of a drain directed towards the lowest level and properly sloped for discharge into a river, stream, channel or drain and no person shall create any isolated borrow pit which is likely to cause accumulation of water which may breed mosquitoes.</p> |
| 9.4.2 | <p>Non fulfillment of the provision in 9.13.1 above shall be a breach of the contract and contractor/s shall be liable to pay by way of agreed liquidated damages to the Railway at the rates of Rs.100/- for each breach and in addition to that contractor further undertake to pay the amount incurred by the Railway in getting the said job/s done at the risk and cost of the contractor. Besides this, the contractor will also be held responsible for any laws for contravening them.</p> |
| 10.0 | <p><u>SETTING OUT WORKS</u></p> |

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| 10.1 | The contractor is to set out the whole of the work in consultation with the engineer or an official to be deputed by the Engineer and during the progress of works to amend on the requisition of the Engineer any errors, which may arise there in and provide efficient and sufficient staff and labor thereon. The contractor shall also alter or amend any errors in the dimension lines on levels to the satisfaction of the Engineer or his authorized representative without claiming any compensation for the same. |
| 10.2 | The contractor shall provide, fix and be responsible for maintenance of all stocks, templates, profiles, land marks, points, burjies, monuments, center line pillars, reference pillars, etc and shall take all necessary precautions to prevent their being removed altered or disturbed and will be responsible for the consequence of such removal, alterations or disturbance and for their efficient reinstatement. |
| 10.3 | The contractor shall protect and support, as may be required or as directed by the Engineer, all building, fences, walls, towers, drains, road paths, waterways, foreshores banks, bridges, Railway ground and overhead electric lighting, the telegraphs/ telephones and crossing water service Main pipes and cables and wires and altogether matters and things of whatever kind not otherwise herein specified other than those specified or directed to be removed or altered which may be interfered with or which likely to be affected disturbed or endanger by the execution completion of maintenance of the works and shall support provided under this clause to such cases as directed by the Engineer. No payment shall be made by the Railway to the contractor for these works on account of delay for re-arrangement of road traffic or in the contractor having to carry out the short lengths and in such places as per conditions and circumstances may warrant. These will not form the basis of any claim and or dispute for compensation of any kind. |
| 11.0 | <u>DRAWINGS FOR WORKS:</u> |
| 11.1 | The Railway Administration reserves the right to modify the plans and drawings as referred to in the special data and specifications as also the estimate and specifications without assigning any reasons as and when considered necessary by the railway. The percentage rates for the schedule items and items rates for the non-schedule items quoted by the contractor as may be accepted by the railways will, however, hold good irrespective of any changes, modifications, alterations, additions, omissions in the locations of structures and detailed drawings, specifications and/or the manner of executing the work. |
| 11.2 | It should be specifically noted that some of the detailed drawings may not have been finalized by the railway and will, therefore, be supplied to the contractor as and when they are finalized on demand. No compensation whatsoever on this account shall be payable by the Railway Administration. |
| 11.3 | No claim whatsoever will be entertained by the Railway on account of any delay or hold up of the work/s arising out of delay in approval of drawings, changes, modifications, alterations, additions, omission and the site layout plans or details drawings and design and or late supply of such material as are required to be arranged by the Railway or due to any other factor on Railway Accounts. |
| 12.0 | <u>SUPPLY OF MATERIALS BY THE RAILWAYS</u> |
| 12.1 | If at any time, material which the contractor/s should normally have to arrange himself/themselves, are supplied by the Railway either at the contractor's request or in order to prevent any avoidable delay in the execution of work due to the contractor's inability to make adequate timely arrangements for supply thereof or for any other reason, recovery will be made from the contractor's bill either at the market rate prevailing at the time of supply or at the book rate whichever is greater, plus fixed departmental charges viz. Freight at 5% (8.33% for items of Iron and G.I. pipe steel) incidental charges at |

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| | 2% and added on total cost supervision charges at 12½%. No carriage or incidental charges will be borne by the Railway. The contractor cannot, however, claim as a matter of right the issue of such material by the Railway which he/they is required to arrange himself/themselves in accordance with the terms and conditions of this contract. |
| 12.1.1 | In case, cement and/or steel is issued to the contractor/s free of cost or on cost to be recovered for use on the work, the supply thereof shall be made in stages limited to the quantity/ quantities computed by the Railway according to the prescribed specifications and approved drawings as per the agreement. The cement and/or steel issued in excess of the requirements as above shall be returned in perfectly good conditions by the contractor to the Railway immediately after completion or determination of the contract. If the contractor/s fail/s to return the said stores, then the cost of cement and/or steel issued in excess of the requirement computed by the Railway according to the specifications and approved drawing will be recovered from the contractor/s @ twice the prevailing procurement cost at the time of last issue viz. 2 X (purchase price + 5% freight only). This will be without prejudice to the right of the Railway to take action against the contractor/s under the conditions of the contract for not doing/completing the work according to the prescribed specifications and approved drawings. If it is discovered that the quantity of cement and or steel used is less than the quantity ascertained as herein before provided, the cost of the cement and/or steel not so used shall be recovered from the contractor/s on the basis of the above stipulated formula. |
| 12.1.2 | The contractor shall be responsible for the safe transport custody and storage of all Railway materials issued to him and he will be liable to make good the loss due to any cause whatsoever, that may be suffered by the Railway on this account. Special precautions should be taken in respect of cement while transporting cement, steps should be taken to safeguard against cement becoming damp or wet due to moisture or rain. The contractor will also be responsible for storing cement in damp proof conditions at site of work at his own cost in accordance with the standard specifications. The Engineer shall decide whether the cement stored in the go down is fit for the work and his decision shall be final and binding on the contractor/s. |
| 12.2 | The contractor should supply a schedule showing the requirements of explosives/materials required to be supplied to him by the Railway based on detailed plans. The materials will be arranged by the Railway according to this schedule unless otherwise modified by the Railway due to additions or alterations in the approved plans. No claim whatsoever will be entertained by the Railway on account of late supply of such materials as are required to be arranged by the Railway. |
| 12.3 | <u>SUPPLY OF CEMENT AND STEEL BY THE RAILWAYS (Not applicable for S&T tenders)</u> |
| 12.3.1 | Cement, Mild Steel/H.Y.S.D./Bars/RSJ/MS Plate, etc. to be supplied by the Railway to the extent as would become a part of the work involved in the tender schedule will be supplied by the Railway free of cost or on cost recovery basis as the case may be as per relevant clauses of special conditions relating to site data and specifications at construction store godown. The contractor will be required to lead the same to the site of work at his own cost subject to payment at the rate as quoted against relevant item of N.S. Items in the Schedule of Items, Rates & Quantities. |
| 12.3.2 | Cement and steel required for temporary works timbering, shuttering, centering, scaffolding, etc. will have to be arranged entirely by the contractor at his own cost. |
| 12.3.3 | The empty cement bags for the supply of cement by the Railway shall be property of the |

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| | contractor and the cost of the same shall be recovered at the rate of Rupees Two per empty cement bag from the 'on account bill' of the contractor in case the cement is supplied in Jute bags. No recovery on account of empty cement bags shall be made from the contractor, in case the cement is supplied in H.D.P.E. bags. The Railway, however, reserves its right to take empty bags as are in good conditions and in that case no recovery will be made for bags so taken back. These rates will apply for bags deteriorated while in use and not found acceptable to the Railway so taken back from the contractor. |
| 13.0 | <u>SUPPLY OF MATERIALS BY THE CONTRACTOR/S</u> |
| 13.1 | The materials to be supplied by the Contractor as per Schedules enclosed with the tender document will be procured from RDSO approved sources if the item appears in RDSO approved list. In case of items not appearing in RDSO approved list of material, the material shall be procured from reputed suppliers or their authorized representatives, shall be of best quality and shall conform to relevant specifications, design and drawings duly inspected by RITES/ RDSO/Consignee. The Contractor may be required to produce test certificates from the manufacturers whenever called for by the Engineer in charge. |
| 13.2 | Before procuring the material to be supplied by Contractor, the Contractor shall submit the names and addresses of suppliers from whom it is proposed to procure the materials required to be supplied in the tender and shall take approval of Railways for the same. |
| 13.3 | All materials which are as per RDSO specifications, required for the execution of work should be procured from RDSO approved sources. |
| 13.4 | All materials required for the execution of the contract other than those specifically shown as being supplied by the Railways in this document shall be arranged and supplied by the Contractor as detailed in the scope so as to realize the end objectives. The material supplied and used by the Contractor shall be of best quality available. |
| 13.5 | The quantities of equipments and materials to be supplied by Contractor are indicated in schedule of work. The supply of equipment and material shall also include required installation and other materials and documents etc. which may not be specifically mentioned herein, but which are usually necessary for completing the work in all respects. Quantities of equipment and material to be supplied by Contractor are indicated in the schedule of work. These materials/equipments are to be supplied at the stores as specified in Volume-II. |
| 13.6 | No loading, unloading, lead, lift, stacking, octroi, sales tax, toll tax, royalty or any other charges will be paid for the materials, tools and plants and tools arranged and brought by the contractor to the site of work. |
| 13.7 | It should be clearly understood that the tendered rates include wastage and wash away due to rains, storms, floods or any other cause whatsoever. |
| 14.0 | <u>SERVICE ROADS</u> |
| 14.1 | The contractor/s shall make his/their arrangements for service roads, paths etc. for carrying his/their tools and plants, labor and materials, etc. and will also allow the Railway use of such paths and service roads, etc. for plying its own vehicles free of cost. The tenderer/s will be deemed to have included the cost of making any service roads, roads or paths, etc., that may be required by him/them for plying his/their vehicles for the carriage of his/their men and materials, tools, plants and machinery for successful completion of the work. Similarly, any other feeder road connecting any of the existing roads will be made by the contractor at |

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| | his/their own cost including any compensation that may be required to be paid for the temporary occupation and or usage of Govt. and or private land and without in any way involving the Railway in any dispute for damage and/or compensation. |
| 14.2 | In case the Railway has its own paths, service roads, the contractor/s will be allowed to use of such paths or service roads free of cost. He/They shall, however, in no way involve the Railway in any claims or dispute of whatever kind due to the inaccessibility of such paths or service roads or due to their poor condition and or maintenance or their being to be blocked and/or closed. |
| 14.3 | The rates quoted by the contractor as per Schedule of Items, Rates and Quantities shall form the basis of 'on <u>account payment</u> ' or the various items under this contract. |
| 14.4 | In the course of execution of various items of work under schedule of Items, Rates and Quantities running bills payment for partly completed works will be made to the contractor. The quantum of such work for payment shall be decided by the Engineer-in-charge whose decision shall be final and binding on the contractor. |
| 14.5 | No 'On account payment' by the Railway shall protect the contractor/s against or prevent the Railway from recovering from the contractor/s any over payment made to him/them. |
| 14.6 | Final payment of the balance amount due, exclusive of the security deposit required in terms of Clause-5 of these special conditions, will be made after the completion of the entire work and on the certification of the Engineer that work has been completed in all respects and found satisfactory. The security deposit will be refunded after the date of completion according to Clause 5.1 of these conditions. |
| 15.0 | <u>EMERGENCY WORK</u> |
| 15.1 | In the event of any accident or failure occurring in or about the work of arising out for or in connection with the completion or maintenance of the work which in the opinion of the Engineer require immediate attention, the Railway may be with its own workmen or other agency execute or partly execute the necessary work or carry out repairs if the Engineer considers that the contractor is not in a position to do so in time and charge the cost thereof, as to be determined by the Sr. Divisional Signal & Telecom Engineer to the contractor. |
| 15.2 | In terms of clause 32 of Indian Railways Standard General Conditions of Contract, April 2022 amended from time to time & up to date;, the material and plants brought by the contractor on the site or land occupied by the contractor in connection with the works and intended to be used for execution thereof shall immediately, they are brought upon the sites of this said land be deemed to be the property of the Railway, vehicles, equipments, plant and machinery of the contractor can be drafted by the Railway Administration at their discretion in case of accidents, natural calamities involving human lives, breaches, stoppage of train operations or any contingencies which require such requisitioning as essential. The decision in this regard of the Engineer-in-charge or his superiors i.e. Sr. Engineer / Executive Signal & Telecom. Engineer/Sr. Divisional Signal & Telecom Engineer etc shall be final and beyond the ambit of arbitration clause. |
| 15.3 | In terms of clause 2.3.2 (A) (iv), tenderer is required to submit the list of equipment, machinery, construction tools and plants available /deployed at site. The successful tenderer on receipt of acceptance letter and conveying their consent shall submit name, addresses, telephone numbers, Fax number/E Mail address of the persons to be contacted for requisitioning the above items as detailed in forgoing clause 15.2 and notify from time to time if any change in the list of equipments/machinery or the addresses/ individuals to the Engineer-in-charge in writing. The name and address, telephone numbers and the contractor officials name shall also be displayed at the site of work. |

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| 15.4 | The manpower, consumable items and maintenance of the above tools and plants when requisitioned shall be the responsibility of the tenderer/contractor so that the equipment's, machinery, tools and plants shall be available for effective utilization at the accident sites, natural calamities, breaches sites etc. |
| 15.5 | <p>The hire charges per annum shall be calculated at the following rates on the purchase cost of the plant as under:</p> <p>(i) Depreciation charges at the following rates</p> <p>a) Light plant 16% per annum</p> <p>b) Heavy plant 10% per annum</p> <p>c) Special plant 6% per annum</p> <p>(ii) In additional 10% on the total of (i) above to meet contingencies</p> <p>(iii) 10% contractor profit on total cost as detailed (i) to (ii)</p> <p>(iv) The hire charges per day shall be arrived at dividing the annual hire charges of total of (i) to (iii) above by 180 to 365 days which shall be the assumed number of working days in year for this purpose. These hire charges will be payable from the date the plant is handed over to the railway to date on which it is returned to the contractor by Railway.</p> <p>(v) The contractor man power charge shall be payable @ minimum wages as notified by the State Govt. /local bodies /labor Dept. As the case may be for highly skilled, semi-skilled personnel drafted for operating the plant and machinery.</p> <p>(vi) The payment for the fuel cost shall be paid on the basis of the actual expenditure incurred by the contractor for purchase + 10% contractor's profit thereof which will be the payments towards his miscellaneous expenses too.</p> |
| 16.0 | <u>NIGHT WORK</u> |
| 16.1 | If the Engineer is satisfied that the work is not likely to be completed in time except by resorting to night work, he may order without confirming any right on the contractor for claiming any extra payment for the same. |
| 17.0 | <u>DISPOSAL OF SURPLUS EXCAVATED MATERIALS</u> |
| 17.1 | The contractor shall at all time keep the site free from all surplus earth, surplus materials, and all rubbish which shall arise from the works and should dispose of the surplus excavated materials as ordered by the Engineer failing which it will be done at the cost of the contractor and cost will be deducted from his dues. |
| 17.2 | The contractor shall within 15 days of completion of entire works remove all unused and surplus materials tools and plants staging and refuge or other materials produced by his operations and shall leave the site in a clear and tidy conditions. |
| 18.0 | <u>SITE INSPECTION REGISTER</u> |
| 18.1 | A site inspection register will be maintained by the Engineer or his representative in which the contractor will be bound to sign day to day entries made by the Engineer or his representative. The contractor is required to take note of the instructions given to him through the site inspection register and should comply with the same within a reasonable time. The contractor will also arrange to receive all the letters etc. issued to him at the site of works. |
| 18.2 | The contractor shall, from time to time (before the surface of any portion or the site is interfered with or the work thereon begun) take such levels as the Engineer may direct in his presence or any person authorized by him in writing. Such levels approved and checked by him or such authorized persons shall be recorded in writing and signed by the contractor and shall form the basis of the measurements. Immediately before any portion of the work, below water level is started, the existing water levels are to be taken and recorded in a similar manner. |
| 19.0 | The contractor shall have to make and maintain at his own cost suitable approach road and path, etc. for proper inspection of the various works. He shall also provide all facilities as |

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| | required by the Engineer such as Ladder and other appliances for satisfactory inspection of the works and places where materials for the work are stored or prepared. |
| 20.0 | <p><u>OPENING UP OF WORK OR MATERIALS FOR INSPECTION OR TEST:</u></p> <p>Should the Engineer, or any representative consider it necessary for the purpose of enabling inspection of tests analysis to be made to verify or ascertain the quality of any part of the works or of any materials, the contractor shall as and when required by the Engineer or his representatives open up the work or materials for inspection or test or analysis, pull down or cut into any part of the work to make such openings, into under or through any part of the works as may be directed and shall/provide all things facilities which in the opinion of the Engineer or his representative are necessary and essential for the purpose of inspection or test or analysis of the works or of any part thereof or the materials, or of workmanship and the contractor shall close up, cover, rebuild and made good the whole at his own cost, as and when directed by and to the satisfaction of Engineer provided always that of the work in the opinion of the Engineer is found to his satisfaction and in accordance with the contract. The excess expenditure in such examination, inspection or test shall, upon the certificate of the engineer, be borne by the Railways.</p> |
| 21.0 | <u>GENERAL</u> |
| 21.1 | <p><u>PROVISION OF LIGHT SIGNALS ETC.</u></p> <p>The contractor/s shall make such provision for lighting the works, materials and plant and provide all such marks and lights, signals and other appliances as may be necessary or as may be required by the Engineer or other responsible authorities during the execution completion and maintenance of the work and shall provide all labor, stores, etc. required for their efficient working and use at any time of day or night. He/They shall also provide all arrangement of every description of watching and maintenance required in connection with the foregoing and all other services for protection of any securing all dangerous places whether to the contractor's workmen or to other persons and or vehicular traffic until the work is certified by the engineer to have been completed and taken over in accordance with the contract.</p> |
| 21.2 | The contractor/s will provide upon the works to the satisfaction of the Engineer and at such, places as he may nominate, proper and sufficient lifesaving, firefighting and first aid appliances which shall at all times be available for use. |
| 21.3 | <p><u>LABOUR CAMPS</u></p> <p>Land for setting up a workshop by the contractor or for his labor camp or for any other purpose, shall have to be arranged by the contractor at his own cost and under his own arrangements. The contractor, however, will be permitted to make use of the railway land to the extent that can be made available to him free of cost, by the railway in the vicinity of the site of works. The contractor/s shall at all times be responsible for any damage or trespass committed by his agent and workmen for carrying out the work.</p> |
| 21.4 | The Railway Administration may recommend to the concerned authorities the issue of necessary transport permits for the work. The contractor shall, however, furnish full justification for the above facilities, to enable the Railway Administration to address the State Government or other authorities in this connection. The contractor shall also maintain regular log book of receipts and issue of the materials to work, if so required by the Civil Authorities. No claim would, however, be entertained by the non-issue of any priority permits or owing to any interruption in supply. |
| 21.5 | No claim for idle labor and or idle machinery etc. on any account will be entertained. Similarly no claim shall be entertained for business loss or any such loss. |

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| 22.0 | Levy of Token Penalty |
| 22.1 | <p>Extension of Time for delay due to Contractor (Clause17-B of GCC):</p> <p>(i) With liquidated Damage (LD): The time for the execution of the work or part of the works specified in the contract documents shall be deemed to be the essence of the contract and the works must be completed not later than the date(s) as specified in the contract. If the Contractor fails to complete the works within the time as specified in the contract for the reasons other than the reasons specified in Clause 17 and 17-A, the Railway may, if satisfied that the works can be completed by the Contractor within reasonable short time thereafter, allow the Contractor for further extension of time (Proforma at Annexure-VII) as the Engineer may decide. On such extension the Railway will be entitled without prejudice to any other right and remedy available on that behalf, to recover from the Contractor as agreed damages and not by way of penalty for each week or part of the week, a sum calculated at the rate of Liquidated Damages as decided by Engineer, between 0.05% to 0.30% of contract value of the works for each week or part of the week.</p> <p>For the purpose of this Clause, the contract value of the works shall be taken as value of work as per contract agreement including any supplementary work order/contract agreement issued. Provided also, that the total amount of liquidated damages under this condition shall not exceed 5% of the contract value or of the total value of the item or groups of items of work for which a separate distinct completion period is specified in the contract.</p> <p>Provided further, that if the Railway is not satisfied that the works can be completed by the Contractor and in the event of failure on the part of the contractor to complete the work within further extension of time allowed as aforesaid, the Railway shall be entitled without prejudice to any other right or remedy available in that behalf, to appropriate the contractor's Security Deposit and rescind the contract under Clause 62 of these Conditions, whether or not actual damage is caused by such default.</p> <p>NOTE:</p> <p>In a contract, where extension(s) of time have been allowed once under clause 17B, further request(s) for extension of time under clause 17A can also be considered under exceptional circumstances. Such extension(s) of time under clause 17A shall be without any Liquidated damages, but the Liquidated damages already recovered during extension(s) of time granted previously under clause 17B shall not be waived. However, Price variation during such extension(s) shall be dealt as applicable for extension(s) of time under clause 17B.</p> <p>(ii) Bonus for Early Completion of Work (Clause17-C of GCC): In case of open tenders having advertised value more than Rs 50 crore and original period of completion 12 months or more, when there is no reduction in original scope of work by more than 10%, and no extension granted on either railway or Contractor's account, Contractor shall be entitled for a bonus of 1% for each 30 days early completion of work. The period of less than 30 days shall be ignored while working out bonus. The maximum bonus shall be limited to 5% of original contract value. The completion date shall be reckoned as the date of issuance of completion certificate by engineer.</p> |
| 23.0 | <u>TAXES</u> |
| 23.1 | The contractor shall be governed by the Taxes applicable at the place of actual execution of work. |
| 23.2 | Taxes on works contract, octroi, royalty, toll tax, local tax on materials as well as services and any other tax levied by Central Govt /State Govt. or local bodies shall be borne by the tenderer. No part of such taxes on contractor's labor/material or any other account will be paid |

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| | <p>by the Railways. Therefore, the contractor must ascertain the various taxes levied by the concerned Govt or local bodies at the place of execution of work and take into account for the same while quoting the rates. This should be kept in view before tendering.</p> <p>Note :</p> <p>(i) Works contracts shall be treated as supply of services as per Schedule –II GST Act.</p> <p>(ii) GST Act and Rules issued from time to time by the Government/ concerned authorities shall be applicable.</p> <p>(iii) The successful Contractor/ suppliers/ service providers/ parties immediately after the award of tender shall register their firms under GSTIN (GST Identification Number) and submit at the time of opening of tender or before the signing the agreement and shall mention place of business, registered office address and email id.</p> |
| 23.3 | <p>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 of GCC-2020 and the Contractor there upon properly pays such taxes/cess, the contractor shall be reimbursed the amount so paid.</p> <p>Further, if rates of existing GST or cess on GST for Works Contract is decreased or any tax/cess on Works contract is decreased/removed by Statute after the date of opening of tender, the reduction in tax amount shall be recovered from Contractor's bills/Security Deposit or any other dues of contractor with the Government of India.</p> |
| 23.4 | <p>Railways will deduct the taxes specified by the concerned Central Govt/State Govt/Local bodies if required to be deducted at source under the relevant laws as applicable on the date of making the payment. Railway will issue a certificate regarding tax so deducted. It will be responsibility of the contractor to make further correspondence with concerned Govt or local bodies to ensure full deposition of the tax or for claiming a refund, if due, as is done in case of income tax.</p> |
| 23.5 | <p>In case any tax is notified to be deducted at source from a specified date and certain payments have already been made in the period that lapsed between the date of applicability of tax and the actual date of implementation of the same, tax required to be deducted at source for this period will be recovered from the subsequent payment.</p> |
| 23.6 | <p>Implementation of , The Building and Other Construction Workers (RECS) Act, 1996 and The Building and Other Construction Workers Welfare Cess Act, 1996 in Railway Contracts:</p> <p>The tenderers, for carrying out any construction work, shall get themselves registered with the Registering Officer under Section-7 of the Building and Other Construction Workers Act, 1996 and rules made thereto by the concerned State Govt., and submit certificate of Registration issued from the Registering Officer of the concerned State Govt. (Labor Dept.). The Cess shall be deducted from contractor's bills as per provisions of the Act.</p> |
| 23.7 | <p>(i) Contractor is to abide by the provisions of Payment of Wages act & Minimum Wages act in terms of clause 54 and 55 of Indian Railways General Condition of Contract. In order to ensure the same, an application has been developed and hosted on website 'www.shramikkalyan.indianrailways.gov.in'. Contractor shall register his firm/company etc. and upload requisite details of labor and their payment in this portal. These details shall be available in public domain. The Registration/updating of Portal shall be done as under:</p> |

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| | <p>(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 the contractor's registration in the portal within 7 days of receipt of such request.</p> <p>(b) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all LOAs issued in his favor.</p> <p>(c) The contractor once registered on the portal, shall provide details of his Letter of Acceptances (LOA) / Contract Agreements on shramik kalyan portal within 15 days of issue of any LOA for approval of concerned engineer. Engineer shall update (if required) and approve the details of LOA filled by contractor within 7 days of receipt of such request.</p> <p>(d) After approval of LOA by Engineer, contractor shall fill the salient details of contract labors engaged in the contract and ensure updating of each wage payment to them on shramik kalyan portal on monthly basis.</p> <p>(e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labor& payments made thereof after each wage period.</p> <p>(ii) While processing payment of any 'On Account bill' or 'Final bill' or release of 'Advances' or 'Performance Guarantee / Security deposit', contractor shall submit a certificate to the Engineer or Engineer's representatives that "I have uploaded the correct details of contract labors engaged in connection with this contract and payments made to them during the wage period in Railway's Shramik kalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till ____Month, ____Year.</p> | | |
| 24.0 | <p>All payments in respect of the contract during the currency of the contract shall be made through National electronic Fund transfer (NEFT) or Real Time Gross Saving (RTGS). The successful tenderer on award of contract must submit RTGS/NEFT Mandate Form complete in all respects as detailed at Annexure-J of the tender document. However, if the facility of RTGS/NEFT is not available at a particular location, the payment shall be made by Cheque. In such case the successful tenderer on award of contract will have to furnish contractor's Bank Account Number and Name of the Bank against which all payments in respect of the contract during the currency of contract shall be made.</p> | | |
| 25.0 | <p>Damage to the Railway Property:</p> <p>Contractor(s) executing the works adjacent to the existing Railway track for e.g. doubling, gauge conversion, yard remodeling etc. will take all care for avoiding any damage to the underground/OH services such as S&T cables, electric cables/wires, pipelines/sewer lines etc. They must ensure that the work is started after obtaining clearance in writing from the Engineer-in-charge regarding the route for signaling/Electrical cables/water supply/ sewer lines etc. However, if any damage occurs during execution, he will immediately report the same to the Engineer-in-charge and stop the work further till clearance for restarting the work is given by the Engineer-in-charge. It may be further noted that if it is proved that damage is occurred due to the negligence on the part of the contractor, the cost of the damage will be recovered from him/them. The decision of Engineer-in-charge will be final and binding upon the contractor(s).</p> <p>Penalty to be imposed for damages to cable shall be as under :</p> <table border="1"> <tr> <td>Cable damaged</td><td>Penalty per location (Rs.)</td></tr> </table> | Cable damaged | Penalty per location (Rs.) |
| Cable damaged | Penalty per location (Rs.) | | |

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| | Only Quad cable or signaling cable | 1.0 Lakh | |
| | Only OFC | 1.25 Lakh | |
| | Both OFC & Quad | 1.5 Lakh | |
| (As per CCE letter No. 247-Sig/OFC Cut/Rail-Tel/Pt.II dated 08-01-2020.) | | | |
| 26.0(A) | Master copy of the tender document will be available in the office of Sr. Divisional Signal & Telecom Engineer Northern Railway, Hazratganj, Lucknow . After award of work, an agreement will be drawn up. The agreement shall be prepared based on the master copy available in the office of Sr. Divisional Signal & Telecom Engineer Northern Railway, Hazratganj, Lucknow and not based on the tender documents submitted by the tenderer. In case of any discrepancy between the tender documents and the master copy, later shall prevail and will be binding on the tenderers. No claim on this account will be entertained. | | |
| 26.0(B) | 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 the re-tender for that work. | | |
| 27.0 | 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- U), 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- U-1). 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. | | |
| 28.0 | Maintenance Period : NOT APPLICABLE IN THIS TENDER. | | |
| 29.0 | Price Variation Clause: - NOT APPLICABLE IN THIS TENDER. | | |

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| 29.1 | <p>Applicability: Price Variation Clause (PVC) shall be applicable only in tender having advertised value above Rs. 2 Crores. Provided further that, in a contract where PVC is applicable, following shall be outside the purview of price adjustments (i.e. shall be excluded from the gross value of the work for the purpose of price variation) :</p> <p>a) Materials supplied by Railway to the Contractors, either free or at fixed rate;</p> <p>b) Any extra item(s) included in subsequent variation falling outside the purview of the Bill(s) of Quantities of tender, under clause 39. (1)(b) of these Standard General Conditions, unless applicability of PVC and 'Base Month' has been specially agreed, while fixing the rates of such extra item(s).</p> |
| 29.2 | <p>Base Month: The Base Month for 'Price Variation Clause' shall be taken as the one month prior to closing of tender, unless otherwise stated elsewhere. The quarter for applicability of PVC shall commence from the month following the Base month. The Price Variation shall be based on the average Price Index of the quarter under consideration.</p> |
| 29.3 | <p>Validity:</p> <p>Rates accepted by Railway Administration shall hold good till completion of work and no additional individual claim shall be admissible except:</p> <p>(a) Payment/recovery for increase/decrease in GST on works contract or imposition/removal of any tax/cess on Works Contract as per Clause 37,</p> <p>(b) Payment/recovery for overall market situation as per Price Variation Clause given hereunder.</p> |
| 29.4 | <p>Components of various items in a contract on which variation in prices be admissible, shall be steel, cement, ferrous material, non-ferrous material, insulators, zinc and other materials, labour, plant & machinery, fuel, explosives, detonators etc. Adjustment for variation in prices of these items shall be determined in the manner prescribed.</p> |
| 29.5 | <p>No price variation shall be admissible for fixed components.</p> |
| 29.6 | <p>The percentages of various components in various type of works shall be as specified for all item (s)/ Bill(s) of Quantities in tender document and the same shall be fixed as per table & classifications given below:</p> <p><u>SIGNALING & TELECOMMUNICATION WORKS:</u></p> <p>(a) The following expressions and meanings are assigned to the value of the work done for signalling and telecommunication works:</p> <p>SIGWK = Value of signaling works for a stage payment of the item signaling works;</p> <p>INVSIG = Value of inventory for signaling works for a stage payment of the item inventory for signaling works;</p> <p>INTGTESTSIG = Value of integrated testing and commission for signaling works of the Railway Project;</p> <p>COMWK= Value of telecommunication works for a stage payment of the item telecommunication works;</p> <p>INVCOM = Value of inventory for telecommunication works for a stage payment of the item inventory for telecommunication works; and</p> <p>INTGTESTCOM = Value of integrated testing and commission for telecommunication works of the Railway Project.</p> |
| | <p>(b) Price adjustment for changes in cost of signaling works and telecommunication works shall be paid in accordance with the following formula:</p> |

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| | <p>(i) $VSIGWK = 0.85 \text{ SIGWK} \times [\text{PELEX} \times (\text{ELEX}_i - \text{ELEX}_o) / \text{ELEX}_o + \text{POFC} \times (\text{OFC}_i - \text{OFC}_o) / \text{OFC}_o + \text{PLB} \times (\text{LBI} - \text{LBO}) / \text{LBO} + \text{POTH} \times (\text{OTHi} - \text{OTH}_o) / \text{OTH}_o + \text{S30C} \times (\text{P30C}_i - \text{P30C}_o) / \text{P30C}_o + \text{S24C} \times (\text{P24C}_i - \text{P24C}_o) / \text{P24C}_o + \text{S19C} \times (\text{P19C}_i - \text{P19C}_o) / \text{P19C}_o + \text{S12C} \times (\text{P12C}_i - \text{P12C}_o) / \text{P12C}_o + \text{S9C} \times (\text{P9C}_i - \text{P9C}_o) / \text{P9C}_o + \text{S6C} \times (\text{P6C}_i - \text{P6C}_o) / \text{P6C}_o + \text{S4C} \times (\text{P4C}_i - \text{P4C}_o) / \text{P4C}_o + \text{S2C} \times (\text{P2C}_i - \text{P2C}_o) / \text{P2C}_o + \text{S12C2.5} \times (\text{P12C2.5}_i - \text{P12C2.5}_o) / \text{P12C2.5}_o + \text{S2C2.5} \times (\text{P2C2.5}_i - \text{P2C2.5}_o) / \text{P2C2.5}_o + \text{S2C25} \times (\text{P2C25}_i - \text{P2C25}_o) / \text{P2C25}_o + \text{QC} \times (\text{PQC}_i - \text{PQC}_o) / \text{PQC}_o];$</p> <p>(ii) $VINVSIG = 0.85 \text{ SIGWK} \times [\text{PELEX} \times (\text{ELEX}_i - \text{ELEX}_o) / \text{ELEX}_o + \text{POTH} \times (\text{OTHi} - \text{OTH}_o) / \text{OTH}_o];$</p> <p>(iii) $VINTGTESTSIG = 0.85 \text{ INTGTESTSIG} \times [\text{PLB} \times (\text{LBI} - \text{LBO}) / \text{LBO} + \text{POTH} \times (\text{OTHi} - \text{OTH}_o) / \text{OTH}_o];$</p> <p>(iv) $VCOMWK = 0.85 \text{ COMWK} \times [\text{PELEX} \times (\text{ELEX}_i - \text{ELEX}_o) / \text{ELEX}_o + \text{POFC} \times (\text{OFC}_i - \text{OFC}_o) / \text{OFC}_o + \text{PLB} \times (\text{LBI} - \text{LBO}) / \text{LBO} + \text{POTH} \times (\text{OTHi} - \text{OTH}_o) / \text{OTH}_o + \text{S30C} \times (\text{P30C}_i - \text{P30C}_o) / \text{P30C}_o + \text{S24C} \times (\text{P24C}_i - \text{P24C}_o) / \text{P24C}_o + \text{S19C} \times (\text{P19C}_i - \text{P19C}_o) / \text{P19C}_o + \text{S12C} \times (\text{P12C}_i - \text{P12C}_o) / \text{P12C}_o + \text{S9C} \times (\text{P9C}_i - \text{P9C}_o) / \text{P9C}_o + \text{S6C} \times (\text{P6C}_i - \text{P6C}_o) / \text{P6C}_o + \text{S4C} \times (\text{P4C}_i - \text{P4C}_o) / \text{P4C}_o + \text{S2C} \times (\text{P2C}_i - \text{P2C}_o) / \text{P2C}_o + \text{S12C2.5} \times (\text{P12C2.5}_i - \text{P12C2.5}_o) / \text{P12C2.5}_o + \text{S2C2.5} \times (\text{P2C2.5}_i - \text{P2C2.5}_o) / \text{P2C2.5}_o + \text{S2C25} \times (\text{P2C25}_i - \text{P2C25}_o) / \text{P2C25}_o + \text{QC} \times (\text{PQC}_i - \text{PQC}_o) / \text{PQC}_o + \text{PCEQP} \times (\text{CEQP}_i - \text{CEQP}_o) / \text{CEQP}_o];$</p> <p>(v) $VINVCOM = 0.85 \text{ SIGWK} \times [\text{PELEX} \times (\text{ELEX}_i - \text{ELEX}_o) / \text{ELEX}_o + \text{PCEQP} \times (\text{CEQP}_i - \text{CEQP}_o) / \text{CEQP}_o + \text{POTH} \times (\text{OTHi} - \text{OTH}_o) / \text{OTH}_o];$ and</p> <p>(vi) $VINTGTESTCOM = 0.85 \text{ INTGTESTCOM} \times [\text{PLB} \times (\text{LBI} - \text{LBO}) / \text{LBO} + \text{POTH} \times (\text{OTHi} - \text{OTH}_o) / \text{OTH}_o].$</p> <p>Where</p> <p>$VSIGWK$ = Increase or decrease in the cost of signaling works during the period under consideration due to changes in the rates for relevant components as specified in sub-paragraph (h);</p> <p>$VINVSIG$ = Increase or decrease in the cost of inventory for signaling during the period under consideration due to changes in the rates for relevant components as specified in sub-paragraph (h);</p> <p>$VINTGTESTSIG$ = Increase or decrease in the cost of integrated testing and commissioning of signaling works of the Railway Project during the period under consideration due to changes in the rates for relevant components as specified in sub-paragraph (h);</p> <p>$VCOMWK$ = Increase or decrease in the cost of communication works during the period under consideration due to changes in the rates for relevant components as specified in sub-paragraph (h);</p> |
| | <p>$VINVCOM$ = Increase or decrease in the cost of inventory for telecommunications works during the period under consideration due to changes in the rates for relevant components as specified in sub-paragraph (h);</p> |

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| | <p>VINTGTESTCOM = Increase or decrease in the cost of integrated testing and commissioning of telecommunication works of the Railway Project during the period under consideration due to changes in the rates for relevant components as specified in sub-paragraph (h);</p> <p>PCEQP, PELEX, PIC, PLB, POFC, and POTH are the percentages of communication equipment, electronics, PVC insulated cables, labor, optical fiber cables, and other materials respectively;</p> <p>CEQP_o = The wholesale price index as published by the Ministry of Commerce and Industry, Government of India (hereinafter called “WPI”) for communication equipment for the month of the Base Month;</p> <p>CEQP_i = The WPI for communication equipment for the average price index of the 3 months of the quarter under consideration;</p> <p>ELEX_o = The WPI for electronics for the month of the Base Month;</p> <p>ELEX_i = The WPI for electronics for the average price index of the 3 months of the quarter under consideration;</p> <p>P30C_i = Price payable per Km as adjusted in accordance with price variation Clause for size 30C x 1.5 sq mm signaling cable</p> <p>P30C_o = Price per Km of cable as per purchase order/ Contract agreement.</p> <p>S30C = Percentage of size 30C x 1.5 sq mm signaling cable shall govern the price adjustment of the contract price for signaling and telecommunication works.</p> <p>P24C_i = Price payable per Km as adjusted in accordance with price variation Clause for size 24C x 1.5 sq mm signaling cable</p> <p>P24C_o = Price per Km of cable as per purchase order/ Contract agreement.</p> <p>S24C = Percentage of size 24C x 1.5 sq mm signaling cable shall govern the price adjustment of the contract price for signaling and telecommunication works.</p> <p>P19C_i = Price payable per Km as adjusted in accordance with price variation Clause for size 19C x 1.5 sq mm signaling cable</p> <p>P19C_o = Price per Km of cable as per purchase order/ Contract agreement.</p> <p>S19C = Percentage of size 19C x 1.5 sq mm signaling cable shall govern the price adjustment of the contract price for signaling and telecommunication works.</p> <p>P12C_i = Price payable per Km as adjusted in accordance with price variation Clause for size 12C x 1.5 sq mm signaling cable</p> <p>P12C_o = Price per Km of cable as per purchase order/ Contract agreement.</p> <p>S12C = Percentage of size 12C x 1.5 sq mm signaling cable shall govern the price adjustment of the contract price for signaling and telecommunication works.</p> <p>P9C_i = Price payable per Km as adjusted in accordance with price variation Clause for size 9C x 1.5 sq mm signaling cable.</p> |
| | P9C _o = Price per Km of cable as per purchase order/ Contract agreement. |

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| | <p>S9C = Percentage of size 9C x 1.5 sq mm signaling cable shall govern the price adjustment of the contract price for signaling and telecommunication works.</p> <p>P6C_i = Price payable per Km as adjusted in accordance with price variation Clause for size 6C x 1.5 sq mm signaling cable</p> <p>P6C_o = Price per Km of cable as per purchase order/ Contract agreement.</p> <p>S6C = Percentage of size 6C x 1.5 sq mm signaling cable shall govern the price adjustment of the contract price for signaling and telecommunication works.</p> <p>P4C_i = Price payable per Km as adjusted in accordance with price variation Clause for size 4C x 1.5 sq mm signaling cable</p> <p>P4C_o = Price per Km of cable as per purchase order/ Contract agreement.</p> <p>S4C = Percentage of size 4C x 1.5 sq mm signaling cable shall govern the price adjustment of the contract price for signaling and telecommunication works.</p> <p>P2C_i = Price payable per Km as adjusted in accordance with price variation Clause for size 2C x 1.5 sq mm signaling cable</p> <p>P2C_o = Price per Km of cable as per purchase order/ Contract agreement.</p> <p>S2C = Percentage of size 2C x 1.5 sq mm signaling cable shall govern the price adjustment of the contract price for signaling and telecommunication works.</p> <p>P12C2.5_i = Price payable per Km as adjusted in accordance with price variation Clause for size 12C x 2.5 sq mm signaling cable</p> <p>P12C2.5_o = Price per Km of cable as per purchase order/ Contract agreement.</p> <p>S12C2.5 = Percentage of size 12C x 2.5 sq mm signaling cable shall govern the price adjustment of the contract price for signaling and telecommunication works.</p> <p>P2C2.5_i = Price payable per Km as adjusted in accordance with price variation Clause for size 2C x 2.5 sq mm signaling cable</p> <p>P2C2.5_o = Price per Km of cable as per purchase order/ Contract agreement.</p> <p>S2C2.5 = Percentage of size 2C x 2.5 sq mm signaling cable shall govern the price adjustment of the contract price for signaling and telecommunication works.</p> <p>P2C25_i = Price payable per Km as adjusted in accordance with price variation Clause for size 2C x 25 sq mm signaling cable</p> <p>P2C25_o = Price per Km of cable as per purchase order/ Contract agreement.</p> <p>S2C25 = Percentage of size 2C x 25 sq mm signaling cable shall govern the price adjustment of the contract price for signaling and telecommunication works.</p> <p>PQC_i = Price payable per Km as adjusted in accordance with price variation Clause for size 0.9mm dia, 6 Quad cable.</p> <p>PQC_o = Price per Km of cable as per purchase order/ Contract agreement.</p> <p>QC = Percentage of size 0.9mm dia, 6 Quad cable shall govern the price.</p> |
| | <p>LBo = The consumer price index for industrial workers – All India, published by Labor Bureau, Ministry of Labor, Government of India, (hereinafter called “CPI”) for</p> |

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the month of the Base Month;

LBi = The CPI for industrial workers – All India for the average price index of the 3 months of the quarter under consideration;

OFCo = The WPI for fiber cables for the month of the Base Month;

OFCi = The WPI for fiber cables for the average price index of the 3 months of the quarter under consideration;

OTHo = The WPI for all commodities for the month of the Base Month; and

OTHi = The WPI for all commodities for the average price index of the 3 months of the quarter under consideration.

(b) The following percentages shall govern the price adjustment of the Contract Price for signaling and telecommunication works:

| Works Component | Signaling | | | Telecommunication | | |
|--|-----------------|---------------------|--------------------------------------|-------------------------|--------------------|--------------------------------------|
| | Signaling Works | Signaling inventory | Integrated testing and Commissioning | Telecommunication Works | Telecomm inventory | Integrated testing and Commissioning |
| Electronics (PELEX) | ***% | ***% | — | ***% | ***% | — |
| Communication Equipment (PCEQP) | — | — | — | ***% | ***% | — |
| Optical Fiber Cable (POFC) | ***% | — | — | ***% | — | — |
| 30C x 1.5 sq mm signaling cable(S30C) | ***% | — | — | ***% | — | — |
| 24C x 1.5 sq mm signaling cable (S24C) | ***% | — | — | ***% | — | — |
| 19Cx 1.5 sq mm signaling cable (S19C) | ***% | — | — | ***% | — | — |
| 12C x 1.5 sq mm signaling cable (S12C) | ***% | — | — | ***% | — | — |
| 9C x 1.5 sq mm signaling cable (S9C) | ***% | — | — | ***% | — | — |
| 6C x 1.5 sq mm signaling cable (S6C) | ***% | — | — | ***% | — | — |
| 4C x 1.5 sq mm signaling cable (S4C) | ***% | — | — | ***% | — | — |

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|---|-------|-------|-------|-------|-------|------|
| 2C x 1.5 sq mm signaling cable (S2C) | ***0% | — | — | ***0% | — | — |
| 12C x 2.5 sq mm signaling cable (S12C2.5) | ***0% | — | — | ***0% | — | — |
| 2C x 2.5 sq mm signaling cable (S2C2.5) | ***0% | — | — | ***0% | — | — |
| 2C x 25 sq mm signaling cable (S2C25) | ***0% | — | — | ***0% | — | — |
| 0.9 mm dia, 6Quad cable (QC) | ***0% | — | — | ***0% | — | — |
| Labor (PLB) | ***0% | — | ***0% | ***0% | ***0% | ***% |
| Other materials | ***0% | ***0% | ***0% | ***0% | ***0% | ***% |
| Total | 100% | 100% | 100% | 100% | 100% | 100% |

(Note- the percentages may be finalized by tendering authority depending on BOQ)

FORMULAE FOR SIGNALING & TELECOM CABLE

The price payable for signaling cables is variable as per Price Variation Formula given below:

For Signaling Copper Cables:

$$P_i = P_o + CuF (Cu - C_{uo}) + CCFCu (CC - C_{Co}) + FeF (Fe - Fe_o)$$

For Telecom Copper Cables For Jelly Filled, 0.9 mm dia, 6 quad cable

$$P_i = P_o + CuF (Cu - C_{uo}) + AlFCu (Al - A_{lo}) + CCFCu (CC - C_{Co}) + FeF (Fe - Fe_o)$$

For Aluminum Power Cables:

$$P_i = P_o + AlF (Al - A_{lo}) + CCFAI (CC - C_{Co}) + FeF (Fe - Fe_o)$$

Where,

P_i = Price payable per KM as adjusted in accordance with Price variation clause.

P_o = Price per KM of cable as per Purchase order.

CuF = Variation factor for Copper

C_{uo} = Price of copper Rod in Rs. Per MT

$CCFCu$ = Variation factor for PVC Compound for Copper Signaling & Telecom cable

C_{Co} = Price of PVC Compound in Rs. Per MT

AlF = Variation factor for Aluminum

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| | <p>Alo= Price of EC grade LME Aluminum rods (Properzi rods) in Rs. Per MT.</p> <p>CCFAI = Variation factor for PVC Compound for Aluminum power cable</p> <p>FeF= Variation factor for Steel</p> <p>Feo= Price of Steel for Armor (Flat strip 4 mm. x 0.8mm/ Round 1.4mm dia) in Rs. Per MT</p> |
| | <p>(Prices per MT for Cuo, CCo, Feo, Alo as applicable on the 1st working day of the month, one month prior to the deadline for submission of bids. The above prices and indices are as published by IEEMA vide circular reference no. IEEMA (PVC) /CABLE --/--/-- one month prior to the deadline for submission of bids.)</p> <p>Cu= Price of Copper Rod in Rs. Per MT.</p> <p>Cc= Price of PVC Compound in Rs. Per MT.</p> <p>Fe= Price of Steel for Armoring (Flat strip 4mm x 0.8 mm/ Round 1.4mm dia) in Rs. Per MT.</p> <p>Al = Price of EC grade LME Aluminum rods (Properzi rods) in Rs. Per MT.</p> <p>(Prices per MT for Cu, CC, Fe, Al as prevailing on 1st working day of the calendar month covering the date One month prior to the date of inspection call letter will be applicable for the calculation of updated price. The above prices and indices are as published by IEEMA vide circular reference no. IEEMA (PVC) /CABLE --/--/-- one month prior to the date of inspection.)</p> <p>The value of variation factors for copper, steel and PVC Compound are different for different sizes of signaling cables. Accordingly, the PVC formula for some of the types of signaling cable is as given under:-</p> <p>Underground Railway Signaling Cable unscreened and armored copper conductor</p> <p>(i) Size 30 C x 1.5 sq.mm.</p> $P30C_i = P30C_o + 0.391(Cu - C_{uo}) + 0.557(CC - CC_o) + 0.425(Fe - Fe_o)$ <p>For armoring, price of steel flat strip of size 4mmx0.8mm is to be taken into consideration.</p> <p>(ii) Size 24C x 1.5 sq.mm</p> $P24C_i = P24C_o + 0.313(Cu - C_{uo}) + 0.481(CC - CC_o) + 0.398(Fe - Fe_o)$ <p>For armoring, value of steel flat strip of size 4mmx0.8mm is to be taken into consideration.</p> <p>(iii) Size 19C x 1.5 sq.mm</p> $P19C_i = P19C_o + 0.248(Cu - C_{uo}) + 0.395(CC - CC_o) + 0.343(Fe - Fe_o)$ <p>For armoring, value of steel flat strip of size 4mmx0.8mm is to be taken into consideration.</p> <p>(iv) Size 12C x 1.5 sq.mm</p> |

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| | <p>$P12C_i = P12C_o + 0.157(Cu - C_{uo}) + 0.277(CC - CC_u) + 0.289(Fe - Fe_o)$</p> <p>For armoring, value of steel wire size 1.4mm dia is to be taken into consideration.</p> <p>(v) Size 9C x 1.5 sq.mm</p> <p>$P9C_i = P9C_o + 0.117(Cu - C_{uo}) + 0.241(CC - CC_u) + 0.383(Fe - Fe_o)$</p> <p>For armoring, value of steel wire size 1.4mm dia is to be taken into consideration.</p> <p>(vi) Size 6C x 1.5 sq.mm</p> <p>$P6C_i = P6C_o + 0.078(Cu - C_{uo}) + 0.199(CC - CC_u) + 0.329(Fe - Fe_o)$</p> <p>For armoring, value of steel wire size 1.4mm dia is to be taken into consideration.</p> |
| | <p>(vii) Size 4C x 1.5 sq.mm</p> <p>$P4C_i = P4C_o + 0.052(Cu - C_{uo}) + 0.152(CC - CC_o) + 0.277(Fe - Fe_o)$</p> <p>For armoring, value of steel wire size 1.4mm dia is to be taken into consideration.</p> <p>(viii) Size 2C x 4 sq.mm(multistrand)</p> <p>$P2C_i = P2C_o + 0.073(Cu - C_{uo}) + 0.156(CC - CC_o) + 0.3(Fe - Fe_o)$</p> <p>For armoring, value of steel wire size 1.4mm dia is to be taken into consideration.</p> <p>(ix) Size 12C x 2.5 sq.mm</p> <p>$P12C_{2.5i} = P12C_{2.5o} + 0.282(Cu - C_{uo}) + 0.371(CC - CC_o) + 0.342(Fe - Fe_o)$</p> <p>For armoring, value of steel flat strip of size 4mmx0.8mm is to be taken into consideration.</p> <p>(x) Size 2C x 2.5 sq.mm</p> <p>$P2C_{2.5i} = P2C_{2.5o} + 0.047(Cu - C_{uo}) + 0.139(CC - CC_o) + 0.277(Fe - Fe_o)$</p> <p>For armoring, value of steel wire size 1.4mm dia is to be taken into consideration.</p> <p>(xi) Size 2C x 25 sq.mm PVC insulated, armored, Aluminum power cable</p> <p>$P2C_{25i} = P2C_{25o} + 0.146(Al - A_{lo}) + 0.303(CC - CC_o) + 0.306(Fe - Fe_o)$</p> <p>For armoring, value of steel flat strip of size 4mmx0.8mm is to be taken into consideration.</p> <p>(xii) For Jelly filled, 0.9mm dia, 6 quad cable</p> <p>$PQC_i = PQC_o + 0.135(Al - A_{lo}) + 0.139(Cu - C_{uo}) + 0.515(CC - C_{co}) + 0.693(Fe - Fe_o)$</p> <p>For PVC Compound Grade CW-22, is to be taken into consideration.</p> |
| 29.7 | The demands for escalation of cost shall be allowed on the basis of provisional indices as mentioned above in Clause 46A.7. Any adjustment needed to be done based on the finally published indices shall be made as and when they become available. |
| 29.8(1) | Relevant categories of steel for the purpose of operating Price Variation formula as mentioned |

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| | in this Clause shall be as under: | | | | | | | | | | | | | | | |
|---------|--|--|----------------|---|----|-------------------------------------|--|----|--|--|----|-------------------------------|--|----|--|--|
| | <table><tr><th>SL</th><th>Classification</th><th>Rates to be used for calculating S_Q or S_B</th></tr><tr><td>1.</td><td>Reinforcement bars and other rounds</td><td>Average of per tonne rates of 10mm dia TMT & 25mm dia TMT; confirming IS1786; Fe 500</td></tr><tr><td>2.</td><td>All types and sizes of angles, channels and joists</td><td>Average of per tonne rates of ‘Angle 75x75x6mm, Mild Steel Plate 10mm thickness and Channel 150x75mm; confirming IS2062, E250 Gr “A”</td></tr><tr><td>3.</td><td>All types and sizes of plates</td><td>Average of per tonne rates of ‘MS Plates 10mm thickness and 25mm thickness; confirming IS2062, E250 Gr “A”</td></tr><tr><td>4.</td><td>Any other section of steel not covered in the above categories</td><td>Average of price for the 3 categories covered under SL 1, 2 & 3 in this table.</td></tr></table> | SL | Classification | Rates to be used for calculating S _Q or S _B | 1. | Reinforcement bars and other rounds | Average of per tonne rates of 10mm dia TMT & 25mm dia TMT; confirming IS1786; Fe 500 | 2. | All types and sizes of angles, channels and joists | Average of per tonne rates of ‘Angle 75x75x6mm, Mild Steel Plate 10mm thickness and Channel 150x75mm; confirming IS2062, E250 Gr “A” | 3. | All types and sizes of plates | Average of per tonne rates of ‘MS Plates 10mm thickness and 25mm thickness; confirming IS2062, E250 Gr “A” | 4. | Any other section of steel not covered in the above categories | Average of price for the 3 categories covered under SL 1, 2 & 3 in this table. |
| SL | Classification | Rates to be used for calculating S _Q or S _B | | | | | | | | | | | | | | |
| 1. | Reinforcement bars and other rounds | Average of per tonne rates of 10mm dia TMT & 25mm dia TMT; confirming IS1786; Fe 500 | | | | | | | | | | | | | | |
| 2. | All types and sizes of angles, channels and joists | Average of per tonne rates of ‘Angle 75x75x6mm, Mild Steel Plate 10mm thickness and Channel 150x75mm; confirming IS2062, E250 Gr “A” | | | | | | | | | | | | | | |
| 3. | All types and sizes of plates | Average of per tonne rates of ‘MS Plates 10mm thickness and 25mm thickness; confirming IS2062, E250 Gr “A” | | | | | | | | | | | | | | |
| 4. | Any other section of steel not covered in the above categories | Average of price for the 3 categories covered under SL 1, 2 & 3 in this table. | | | | | | | | | | | | | | |
| 29.8(2) | Relevant city for referring “JPC (Joint Plant Committee)”rates of steel items (SQ /SB) in different Zonal Railways shall be as under : <table><tr><th>SL</th><th>City</th><th>Railway</th></tr><tr><td>1.</td><td>Delhi</td><td>Northern , North Central, North Eastern, North Western</td></tr><tr><td>2.</td><td>Kolkata</td><td>Eastern, East Central, East Coast, Northeast Frontier, South Eastern, Southeast Central</td></tr><tr><td>3.</td><td>Mumbai</td><td>Central, Western, West Central</td></tr><tr><td>4.</td><td>Chennai</td><td>Southern, South Central & South Western</td></tr></table> | SL | City | Railway | 1. | Delhi | Northern , North Central, North Eastern, North Western | 2. | Kolkata | Eastern, East Central, East Coast, Northeast Frontier, South Eastern, Southeast Central | 3. | Mumbai | Central, Western, West Central | 4. | Chennai | Southern, South Central & South Western |
| SL | City | Railway | | | | | | | | | | | | | | |
| 1. | Delhi | Northern , North Central, North Eastern, North Western | | | | | | | | | | | | | | |
| 2. | Kolkata | Eastern, East Central, East Coast, Northeast Frontier, South Eastern, Southeast Central | | | | | | | | | | | | | | |
| 3. | Mumbai | Central, Western, West Central | | | | | | | | | | | | | | |
| 4. | Chennai | Southern, South Central & South Western | | | | | | | | | | | | | | |
| 29.9 | <p>Price Variation during Extended Period of Contract</p> <p>The price adjustment as worked out above, i.e. either increase or decrease shall be applicable up to the stipulated date of completion of work including the extended period of completion where such extension has been granted under Clause 17A of the Standard General Conditions of Contract. However, where extension of time has been granted due to Contractor’s failure under Clause 17B of the Standard General Conditions of Contract, price adjustment shall be done as follows:</p> <p>a. In case the indices increase above the indices applicable to the last month of original completion period or the extended period under Clause 17A, the price adjustment for the period of extension granted under Clause 17B shall be limited to the amount payable as per the Indices applicable to the last month of the original completion period or the extended period under Clause 17A of the Standard General Conditions of Contract; as the case may be.</p> <p>b. In case the indices fall below the indices applicable to the last month of original/ extended period of completion under Clause 17A, as the case may be; then the lower indices shall be adopted for the price adjustment for the period of extension under Clause 17B of the Standard General Conditions of Contract.</p> | | | | | | | | | | | | | | | |
| 30.0 | <p>Mobilization Advance: [Applicable for advertised tender value exceeding Rs.50 crores]</p> | | | | | | | | | | | | | | | |
| 30.1 | <p>The tender / contractor may be granted a recoverable interest bearing mobilization advance up to 10% of the contract value. The rate of interest will be applicable as circulated by Railway Board & shall be effective on the date of approval of payment of Mobilization Advance by the Competent Authority.</p> | | | | | | | | | | | | | | | |

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| 30.2(a) | <p>Mobilization Advance –</p> <p>This shall be limited to 10% of the Contract value and shall be paid in 2 stages: Stage 1– 5% of Contract Value on signing of the contract agreement. Stage 2 – 5% on mobilization of site-establishment, setting up offices, bringing in equipment and actual commencement of work.</p> <p>The stage 1 of advance shall be payable immediately after signing of contract agreement. The stage 2 of advance shall be payable at the time of mobilization, only after submission of an utilization certificate by the contractor that the Stage 1 advance has been properly utilized in the contract. These Advances shall be payable against irrevocable guarantee (Bank Guarantee, FDRs) from a scheduled commercial bank of India of at least 110% of the value of the sanctioned advance amount (covering principal plus interest).</p> |
| 30.2(b) | <p>Advance Against Machinery and Equipment :-</p> <p>This advance shall be limited to a maximum of 10% of the contract value against new Machinery & Equipment, involving substantial outlay, brought to site and essentially required for the work. This advance shall not exceed 75% of the purchase price of such Equipment and shall be payable when Equipment is hypothecated to the President of India by a suitable bond or alternatively covered by an irrevocable Bank Guarantee from a scheduled commercial bank of India for full cost of the Plant & Equipment in a form acceptable to Railways. The Plant & Equipment shall be insured for the full value and for the entire period, they are required for the work. This Plant & Equipment shall not be removed from the site of work without prior written permission of the Engineer. No advance should be given against old Plant & Machinery.</p> |
| 30.4 | <p>The advances under sub clause (a) and (b) above, are subject to the following conditions:</p> <p>(i) The full amount of Advances shall be recovered from contractor dues. The recovery shall commence when the value of contract executed reaches 15% of original contract value and shall be completed when the value of work executed reaches 85% of the original contract value. The installments on each "on account bill" will be on pro-rata basis.</p> <p>Interest shall be recovered on the advance outstanding for the period commencing from the date of payment of advance till date of particular on-account bill (through which recovery of principal is effected) and adjusted fully against on-account bill along with pro-rata principal recovery. In the event of any short-fall, the same shall be carried forward to the next on-account bill and shall attract interest.</p> <p>(ii) The advances shall be used by the Contractor for the purpose of the Contract, and for the purpose for which they are paid. Under no circumstances, shall the advances be diverted for other purposes. Any such diversion shall be construed as a breach of the Contract and the Contractor shall be asked to return the advance at once and pay interest at 15% per annum till the advance is recovered back from him. The Contractor shall return the advance and pay the interest in one go without demur. The Contractor, if required by the Engineer shall provide the details of utilization of Mobilization advance.</p> <p>(iii) If the Contractor is found to have contravened the provision, it will constitute a breach of contract and Railway shall be entitled to terminate the contract and forfeit his Performance Guarantee as well as Security Deposit.</p> <p>(iv) In cases, where the Contract is rescinded as per clause 62 of the contract or short closed under any other condition(s) of the contract, without making full recovery of advances and accrued interest thereon, by the Railway, such balance of advances and accrued interest thereon shall immediately become due and payable by the Contractor to the Railway. The same shall be recovered from any due of Contractor with the Government of India.</p> |

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| 31.0 | System of Measurement of work by Contractors in works Contract (Applicable for works tender having value Rs.20 crore or more) NOT APPLICABLE IN THIS TENDER. |
| 31.01 | Measurement of work by contractors shall be allowed only in works tender having value Rs.5 crore or more. |
| 31.02 | Measurement recorded by the contractor shall be test checked by Railway within 45 days of submission of measurements. |
| 31.03 | While processing 75% provisional payment bill, concerned Sr.DSTE shall ensure that supply items given by contractor are commensurate with requirement for execution of works. |
| 31.04 | For such contracts, contractor shall be responsible for carrying out measurements of work executed and recording of measurements for the release of on account/final payment. In such cases, the detailed procedure for recording of measurements, provisional payment, test check and final payment shall be as follows: |
| 31.1 | Contractor's Measurement Book: Railway shall arrange contractor's measurement book (CMB), each having sheet No.1A to 4A (Form E 1313), followed by 100 machine number pages (Form E 1313, sheet No.5A). On the top of each sheet of CMB, there shall be provision for recording the name of the work, agreement number, name of contractor and CMB number. |
| 31.2 | CMBs shall be printed in such a way so as to keep a clear margin of 50mm on the left side of page. Further, the left side shall have pinhole tear line at a distance of 15mm from edge for ease of taking out sheets from these books. The binding shall be within 15mm of the margin available between edge and pinhole tear line. This shall ensure availability of minimum 35mm clear margin to re-bind measurement books later on. |
| 31.3 | Movement and upkeep of Contractor's Measurement Book: Sr. Divisional Signal & Telecom Engineer/Lucknow is in Charge of contract (Sr.DSTE/LKO) shall hand over required No. of CMBs to Assistant/Divisional Engineer-in-charge of contract (ADSTE/DSTE) after taking receipt of the same on sheet No.2A (Form E.1313) for further issuance to contractor time to time as per progress of work. |
| 31.4 | CMB shall be registered with unique No. in the Register of Measurement Books (Form E.1314) maintained in the office of Sr.DSTE/LKO. Separate accountal of CMBs for each agreement shall be maintained in the office of Sr.DSTE/C and ADSTE/DSTE. |
| 31.5 | In case of change of 'contractor's authorized engineer', fresh approval shall be taken from Sr.DSTE/LKO before recording of measurement. |
| 31.6 | While issuing the CMB to contractor, ADSTE/DSTE shall take out sheet No.2A to 4A from the CMB, take receipt of CMB from contractor on sheet No.3A (Form E 1313), and keep the same in safe custody. |
| 31.7 | Similar system as for CMB, shall be followed for issuing Field Book/Level Book (E.1317/A) to contractor for recording of levels in the field book/level book. |
| 31.8 | Measurement: The contractor's authorized engineer shall record the measurements in CMB neatly in his own handwriting, without any use of eraser/overwriting, without use of any typing fluid or any |

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| | such thing. All cuttings shall be initialed. No page shall be damaged/destroyed. No page shall be kept blank in between the measurement. |
| 31.9 | The Contractor shall communicate the date of measurement to ADSTE/DSTE in sufficient advance to witness any measurement. Witnessing of measurement by Railways is not compulsory except for initial levels in case of earthwork and hidden measurements. Initial levels of earthwork and hidden measurements are to be recorded in the presence of railway officials and test checked as prescribed. |
| 31.10 | In On account contract certificate, measurement shall be recorded for the items and quantities to be paid in the concerned on account contract certificate. |
| 31.11 | However, in every 4th on account contract certificate and final contract certificate, the recording of measurement for works executed shall include all the items and their quantity included in previous on account contract certificates, irrespective of whether to be paid or not in the current On Account Contract Certificate/Final Contract Certificate. |
| 31.12 | No payment shall be processed on Lump sum measurement taken by contractor's authorized engineer except for earthwork. For earthwork, every 4th bill shall be based on actual levels taken and detailed calculations carried out for the work done. |
| 31.13 | The contractor shall take out carefully from CMB the used pages of CMB with one extra blank page for processing the bill; staple them for submission to ADSTE/DSTE along with bill, duly signing the measurements. The contractor shall keep a photocopy of the measurements with him for future reference. |
| 31.14 | At the time of submission of final bill, the contractor shall submit all the remaining CMBs (unused as well as partially used) with him along with bill to ADSTE/DSTE. |
| 31.15 | The contractor shall submit required copies of invoice and on account contract certificate/final contract certificate (similar to form E.1337 and Form E.1338) to the ADSTE/DSTE duly marking them – original or duplicate copy. Original shall be used for release of payment whereas duplicate copies shall be used for record purpose in different offices. |
| 31.16 | In case contractor requires provisional payment of on-account bill, the contractor shall submit his invoice and provisional on account contract certificate for 75% of amount of work done (before deduction of taxes). The contractor shall write 'For Provisional Payment' on top of such on-account contract certificate. |
| 31.17 | ADSTE/DSTE while issuing receipt of stapled sheets of CMB to contractor shall clearly record the same in sheet 4 (E.1314) of concerned CMB, kept in the office of ADSTE/DSTE. |
| 31.18 | <p>Release of Provisional Payment</p> <p>Senior Section Engineer/'Junior Engineer with 5 year experience' (SSE/JE) and ADSTE/DSTE shall sign and record a certificate on the original provisional 'on account contract certificate' as under:</p> <p>“Certified that the payment being made is less than the amount due for the quantities of works executed by the contractor”.</p> <p>In case of payment of earthwork items in any contract, calculation of quantity of such items along with field book/level book must be enclosed. This shall be cross checked, as considered appropriate by SSE/JE & ADSTE/DSTE, to ensure that no excess payment is being made. At this stage no test check of measurements by railway is required.</p> |

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| 31.19 | ADSTE/DSTE shall keep a copy of contractor's invoice and provisional on account contract certificate in his office, and submit original invoice and original provisional on account contract certificate along with required number of duplicate copies, and used sheets of CMB to the Sr.DSTE/C unit for passing the bill and release of payment. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--------|--|--------|----------------------|-------------------------------------|--|--|--------|-----------------|----|-----|--|------|------|--|-----|--------------------------------|------|-----|--|-----|--|------|------|--|-----|---|------|-----|--|-----|---|------|-----|--|
| 31.20 | The provisional on account contract certificate shall be passed by Sr.DSTE/LKO and payment shall be released by associate finance based on above certification of SSE/JE and ADSTE/DSTE. After release of payment, blank sheet of CMB (if any) shall be crossed by Sr.DSTE/LKO before sending the measurement sheets back to ADSTE/DSTE for carrying out required test checks. At this stage measurements shall not be crossed. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 31.21 | No provisional payment shall be allowed in final contract certificate. Further, once provisional payment has been released in any on-account contract certificate, the next on account contract certificate can be raised by contractor only when accounts of previous on account certificate (Provisional as well as remaining payment) has been finalized. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 31.22 | Test Check Necessary test checks shall be carried out by the SEE/JE and ADSTE/DSTE for the works done before full payment of on-account contract certificate/final contract certificate. SEE/JE and ADSTE/DSTE shall communicate the date of test checks to contractor in advance. The contractor can accompany during test check. The contractor shall provide support staff and all required tools and plants to facilitate test check by railway officials. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 31.23 | <p>The stipulated test checks for ADSTE/DSTE and SSE/JE Level is tabulated as under:</p> <table><tr><th rowspan="2">S. No.</th><th rowspan="2">Description of Works</th><th colspan="3">Test Check in term of % of value by</th></tr><tr><th>SSE/JE</th><th>Jr Scale/ Scale</th><th>Sr</th></tr><tr><td>(a)</td><td>Measurement of Ballast, pitching stone, Earthwork and hidden items</td><td>100%</td><td>100%</td><td></td></tr><tr><td>(b)</td><td>Measurement of all other items</td><td>100%</td><td>20%</td><td></td></tr><tr><td>(c)</td><td>Initial and Final levels along center line for earthwork in embankment and cutting</td><td>100%</td><td>100%</td><td></td></tr><tr><td>(d)</td><td>Intermittent levels along center line for earthwork in embankment and cutting</td><td>100%</td><td>20%</td><td></td></tr><tr><td>(e)</td><td>Initial, intermittent and final levels except center line for earthwork in embankment and cutting</td><td>100%</td><td>20%</td><td></td></tr></table> <p>Note: The check regarding levels of earthwork invariably shall be carried out in cross sections having heavy cross slopes.</p> | S. No. | Description of Works | Test Check in term of % of value by | | | SSE/JE | Jr Scale/ Scale | Sr | (a) | Measurement of Ballast, pitching stone, Earthwork and hidden items | 100% | 100% | | (b) | Measurement of all other items | 100% | 20% | | (c) | Initial and Final levels along center line for earthwork in embankment and cutting | 100% | 100% | | (d) | Intermittent levels along center line for earthwork in embankment and cutting | 100% | 20% | | (e) | Initial, intermittent and final levels except center line for earthwork in embankment and cutting | 100% | 20% | |
| S. No. | Description of Works | | | Test Check in term of % of value by | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | SSE/JE | Jr Scale/ Scale | Sr | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| (a) | Measurement of Ballast, pitching stone, Earthwork and hidden items | 100% | 100% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| (b) | Measurement of all other items | 100% | 20% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| (c) | Initial and Final levels along center line for earthwork in embankment and cutting | 100% | 100% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| (d) | Intermittent levels along center line for earthwork in embankment and cutting | 100% | 20% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| (e) | Initial, intermittent and final levels except center line for earthwork in embankment and cutting | 100% | 20% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 31.24 | Contractor's recorded measurement sheets shall be checked for any corrections/over writing during test check. All the corrections/over writing shall be initialed by SSE/JE. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 31.25 | The discrepancy noted (if any) during test check of recorded measurement shall be communicated by ADSTE/DSTE to the contractor. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 31.26 | In case of discrepancy noticed during test check, the contractor shall submit original and required copies of fresh invoice of amount corrected for discrepancy, and in case provisional | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

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| | payment has been released earlier, the required copies of fresh invoice of remaining amount corrected for discrepancy (if any), along with on account/final contract certificate to ADSTE/DSTE |
| 31.27 | Full payment of On Account Contract Certificate/Final Contract Certificate ADSTE/DSTE shall submit original copy of invoice and on account contract certificate of remaining amount/Final Contract Certificate, along with required number of duplicate copies and used sheets of CMB (all used/blank CMBs in case of final contract certificate), duly signed by SSE/JE and ADSTE/DSTE to the Sr.DSTE/LKO for passing the bill and release of payment. |
| 31.28 | Once the payment is released, Sr.DSTE/LKO shall return back the used sheets of CMB to ADSTE/DSTE for safe custody, duly crossing of measurements by finance officer. |
| 31.29 | Once all used sheets of a particular CMB is received back by ADSTE/DSTE from Sr.DSTE, the ADSTE/DSTE shall re-bind all 100 pages of CMB along with sheet No.1A to 4A for submission of CMB to Sr.DSTE office. Sr.DSTE office shall record the receipt of same in sheet No.2A of CMB and Register of Measurement Books (Form E1314). |
| 31.30 | The final contract certificate shall be passed by Sr.DSTE only after receipt of all CMBs (used/blank) from ADSTE/DSTE. |
| 31.31 | The provisions of this para 1316A shall be applicable to all the departments of Indian Railways and to be executed through equivalent authorities of respective departments. |
| | <div style="text-align: right;">E.1313</div> <div style="text-align: center;">(Sheet 1A)</div> <div style="text-align: center;"> Railway CMB No. </div> <div style="text-align: center;">CONTRACTOR'S MEASUREMENT BOOK</div> <div> Department..... Division/Construction Unit..... Name of work..... Agreement No. Name of Agency Name to whom issued Designation Date of issue </div> |

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| | Date of return |
| | <div style="text-align: right;">E.1313 (Sheet 2A)</div> <div style="text-align: center; margin-top: 20px;"> Railway CMB No. CONTRACTOR'S MEASUREMENT BOOK </div> <div style="margin-top: 20px;"> Department..... Division/Construction Unit..... Name of work..... Agreement No..... Name of Agency..... </div> <div style="margin-top: 20px;"> Issued to <div style="text-align: center;">(Name & Designation)</div> </div> <div style="margin-top: 20px;"> <div style="display: flex; justify-content: space-between;"> <div>..... (station)</div> <div>On..... (date)</div> </div> </div> <div style="margin-top: 20px;"> Received by <div style="text-align: center;">(Signature)</div> </div> <div style="margin-top: 20px;"> <div style="display: flex; justify-content: space-between;"> <div>..... (Designation)</div> <div>..... (Station)</div> </div> </div> <div style="margin-top: 20px;"> <div style="text-align: right;">On (date)</div> </div> <div style="margin-top: 20px;"> Date of first entry..... Date of last entry..... Date received back in Division/Const. Unit Office after completion of book </div> <div style="margin-top: 20px;"> Certified that this Measurement Book contains 100 machine numbered pages from to..... (Both pages inclusive) which have been counted by me and are </div> |

Signature of Tenderer

Signature of Tendering Authority

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| | <p>correct.</p> <p style="text-align: right;">Signature.....</p> <p>Date.....</p> <p style="text-align: right;">Designation.....</p> |
| | <p style="text-align: right;">E.1313 (Sheet 3A)</p> <p style="text-align: center;">Railway CMB No.</p> <p style="text-align: center;">CONTRACTOR'S MEASUREMENT BOOK</p> <p>Name of work.....</p> <p>Agreement No.....</p> <p>Name of Agency.....</p> <p>Issued to (Contractor's name)</p> <p>..... on..... (station) (date)</p> <p>Certified that this Measurement Book contains 100 machine numbered pages fromto..... (Both pages inclusive) which have been counted by me and are correct. No sheet is torn.</p> <p>I understand that the measurement book is very important document and hence I shall ensure its proper upkeep and safe custody.</p> <p>Received by (Signature of contractor)</p> <p>.....</p> <p>..... (Name) (Station) (Date)</p> <p>Date of first entry.....</p> <p>Date of last entry.....</p> <p>Certified that this Contractor's Measurement Book pages returned by contractor have been counted by me and are correct. The details of pages received by me is as under:</p> |

Signature of Tenderer

Signature of Tendering Authority

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E.1313
(Sheet 5A)

Railway

CMB No.

Division/Construction Unit.....

Space for Machine
numbering with six digits
unique number

CONTRACTOR'S MEASUREMENT BOOK

Name of work.....
Agreement No.....
Name of Agency.....

INDEX OF M.B.

| Particulars | No. | L. | B. | D. | Contents |
|-------------|-----|----|----|----|----------|
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| 32.0 | 'Letter of Credit' as Mode of Payment in Works Tenders or Service Tenders (Applicable for works or Service tenders having value Rs.10 lakh and above) |
| 32.1 | For all the tenders having advertised cost of Rs 10 lakh or above, the contractor shall have the option to take payment from Railways through a letter of credit (LC) arrangement. |

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| 32.2 | This option of taking payment through LC arrangement has to be exercised in IREPS (Indian Railway Electronic Procurement System- the E-application on which tenders are called by Railways) by the tenderer at the time of bidding itself, and the tenderer shall affirm having read over and agreed to the terms and conditions of the LC option. |
| 32.3 | The option so exercised, shall be an integral part of the bidder's offer. |
| 32.4 | The above option of taking payment through LC arrangement, once exercised by tenderer at the time of bidding, shall be final and no change shall be permitted, thereafter, during execution of contract. |
| 32.5 | <p>In case tenderer opts for payment through LC, following shall be the procedure to deal release of payment through LC:</p> <p>(a) The LC shall be a sight LC.</p> <p>(b) The contractor shall select his Advising/Negotiating bank for LC. The incidental cost towards issue of LC and its operation thereof shall be borne by the contractor.</p> <p>(c) SBI, New Delhi, Main Branch will be the nodal branch for issue of LCs based on online requests received from Railway Accounts Units for tenders opened in financial year 2018-19. SBI branches where the respective Railway Accounts Office has its Account (local SBI branch) will be the issuance/reimbursing branch for LC issued under this arrangement. The Bank shall remain same for this tender till completion of contract. The incidental cost @0.15% (or as revised from time to time) per annum of LC value, towards issue of LC and operation thereof shall be borne by the contractor and shall be recovered from his bills.</p> <p>(d) The LC shall be opened initially for duration of 180 to 365 days in consultation with contractor. The LC shall be extended time to time as per the progress of the contract, on the request of the contractor. The value of LC to be opened initially as well as extended thereafter shall be finalized by the engineer in consultation with the contractor on the basis of expected progress of work.</p> <p>(e) The LC terms and conditions shall inter-alia indemnify and save harmless the Railway from and against all losses, claims and demands of every nature and description brought or recovered against the Railways by reason of any act or omission of the contractor, his agents or employees, in relation to the Letter of Credit (LC). All sums payable/borne by Railways on this account shall be considered as reasonable compensation and paid by contractor.</p> <p>(f) The LC terms and conditions shall inter-alia provide that Railways will issue a Document of Authorization (format enclosed as Annexure P-2) after passing the bill for completed work, to enable contractor to claim the authorized amount from their bank.</p> <p>(g) The acceptable, agreed upon document for payments to be released under the LC shall be the Document of Authorization.</p> <p>(h) The Document of Authorization shall be issued by Railway Accounts Office against</p> |

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| | <p>each bill passed by Railways.</p> <p>(i) On issuance of Document of Authorization, a copy of Document 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).</p> <p>(j) The contractor shall take print out 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.</p> <p>(k) The payment against LC shall be subject to verification from Railway's Bank (Local SBI Branch).</p> <p>(l) The contractor's bank (advising bank) shall submit the documents to the Railway's Bank (Local SBI Branch).</p> <p>(m) The railway's bank (issuing bank) shall, after verifying the claim so received w.r.t. the digitally signed Document of Authorization received from Railway Accounts Office, release the payment to contractor's bank (advising bank) for crediting the same to contractor's account.</p> <p>(n) Any number of bills can be dealt within one LC, provided the sum total of payments to contractor is within the amount for which LC has been opened.</p> <p>(o) The LC shall be closed after the release of final payment including PVC amount, If any, to the contractor.</p> <p>(p) The release of performance guarantee or security deposit shall be dealt directly by railway with the contractor i.e. not through LC.</p> |
| 32.6 | For opening of LC, executive department shall make a request letter to concerned Accounts Department on a format, placed as Annexure-P-1. |
| 33 | Penalty for Bursting of Traffic/Power Block |
| 33.1 | For Traffic and/or Power Blocks of more than 3 hours duration, which are required for the execution of work, the Contractor shall submit a scheme for execution of work with details of machines to be deployed, manpower, block requirement, shifting of infringements, protection work etc. to the Engineer well in time for approval. The proposed scheme should be prepared with sufficient resources so that block requirement is minimized. In case Engineer is not satisfied with the proposed scheme, the contractor has to modify the same as advised by the Engineer and the decision of Engineer in this regard shall be final and binding upon the contractor. |
| 33.2 | For Traffic and/or Power Blocks up to 3 hours duration, which are availed on day to day basis as per requirement of the work, the Contractor shall be required to deploy sufficient manpower and machinery to complete the work within sanctioned block duration and procedure detailed in para 33.1 above will not be necessary. |

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| 33.3 | The work has to be carried out in an optimum duration of block so as to cause minimum interruption to traffic. Traffic blocks duration (for Engineering/TRD/S&T works) for the work shall be decided by the Engineer in consultation with the contractor and divisional traffic department. |
| 33.4 | Contractor will abide by indicated booked/sanctioned block time and will arrange sufficient manpower, machines and materials including stand by requirements for completion of work in time. |
| 33.5 | All machines like cranes, excavators like Poclains, JCBs etc. deployed for block should be in good fettle and working condition and should not be more than 5 years old. Contractor shall also arrange additional standby machines to deal with exigencies in case of any untoward incident/break down. Additional machine operators/mechanic should also be deployed by the contractor if block duration is more than 8 hour. |
| 33.6 | Usually blocks are taken for Engg., TRD & S&T works. Above term “ Block ” should be read as sum time of all three blocks (Engg., TRD & S&T). Such blocks may be only Traffic Block or only Power Block or Traffic cum Power Block . |
| 34 | Conditions for Imposition of Penalty:- |
| 34.1 | <p>In case of block bursting, concerned Engineer [Sr.DSTE] will levy the penalty as per clause 35, if he is of the view that the bursting of the block was wholly or partly due to contractor’s default in arranging adequate and suitable manpower and machinery or failure of machinery provided by the contractor etc. In case of block bursting due to multiple reasons including contractor’s default (e.g. delay/obstruction by Railway or other contractor or natural causes such as heavy rains, earth slippage etc.), time duration of bursting due to contractor’s default will be assessed by the Engineer and penalty for that duration shall be imposed.</p> <p>However, in case of Category-I blocks as defined in para 35.1, normally no penalty shall be imposed for occasional block bursting up to 15 minutes. However, if it is observed that contractor is habitual of block bursting repeatedly, the Engineer at its discretion may impose suitable token penalty even for block bursting of less than 15 minutes.</p> |
| 34.2 | In case if contractor is not satisfied with imposition of penalty, he can submit his representation to Chief Engineer, who will consider Contractor’s representation and convey his decision which shall be final and binding upon the contractor. |
| 35 | Blocks shall be categorized depending upon duration of block as given below:- |
| 35.1 | <p>Category – I : Blocks up to 3 hours duration</p> <p>Category – II : Blocks more than 3 hours and up to 24 hours duration</p> <p>Category – III : Blocks more than 24 hours and up to 1 week duration</p> <p>Category – IV : Blocks more than 1 week and up to 1 month duration</p> <p>Category – V : Blocks more than 1 month duration</p> |

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| 35.2 | Penalty as per block category shall be levied in case of block bursting as given below:- | |
| 35.2.1 | Category-I Block | |
| | Duration of Block Bursting | Penalty |
| | Upto15 minutes | Normally Nil, but a penalty of value to be decided by Engineer may be imposed if the Contractor is bursting the blocks habitually and repeatedly. |
| | More than 15 minutes and up to 30 minutes | Rs. 2,000/- |
| | More than 30 minutes | Rs. 2,000 plus Rs.3,000 for each subsequent 15 minutes or part thereof |
| 35.2.2 | Category-II Block | |
| | Duration of Block Bursting | Penalty |
| | Upto30 minutes | Rs. 10,000/- |
| | More than 30 minutes and up to 1 hour | Rs. 30,000/- |
| | More than 1 hour | Rs. 30,000 plus Rs.50,000 for each subsequent half an hour or part thereof |
| 35.2.3 | Category-III block | |
| | Duration of Block Bursting | Penalty |
| | up to 6 hours | Rs. 50,000/- |
| | More than 6 hours | Rs. 50,000 plus Rs. 75,000 for each subsequent 6 hours or part thereof |
| 35.2.4 | Category-IV block | |
| | Duration of Block Bursting | Penalty |
| | up to 1 day | Rs. 1,50,000/- |
| | More than 1 day | Rs.1,50,000 plus Rs.2,00,000 for each subsequent day or part thereof |
| 35.2.5 | Category-V block | |
| | Duration of Block Bursting | Penalty |
| | up to 1 day | Rs. 50,000/- |

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| | More than 1 day | Rs. 50,000/- plus Rs. 1,00,000 for each subsequent day or part thereof |
| 35.3 | Duration of block bursting to be considered in clause 35.2 above shall be the duration for which the block exceeded/bursting on account of contractor's default as per assessment of the Engineer. | |
| 35.4 | <p>Penalty for non-availing of Blocks and Premature Cancellation of Blocks:</p> <p>In case of a sanctioned block could not be availed on account of contractor's failure to deploy adequate manpower and machinery at site or sanctioned block had to be prematurely cancelled due to machinery breakdown or any other reason on account of contractor, the Engineer shall impose suitable token penalty which shall be not less than Rs. 1 lakh per such occasion for sanctioned blocks of more than 4 hrs. duration.</p> | |
| 35.5 | Total penalty calculated in terms of clause 35.2 & 35.4 above shall be subject to an upper limit of 5% of the contract value. | |
| 36 | EXECUTION OF WORKS | |
| 36.1 | Contractor's understanding: It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the progress of the works, the general and local conditions, the labor conditions prevailing therein and all other matters which can in any way affect the works under the contract. | |
| 36.2 | Commencement of Works: The Contractor shall commence the works within 15 days after the receipt by him of an order in writing to this effect from the Engineer and shall proceed with the same with due expedition and without delay. | |
| 36.3 | <p>Accepted Programme of Work: The Contractor who has been awarded the work shall as soon as possible but not later than 30 days after the date of receipt of the acceptance letter in respect of contracts with initial completion period of two years or less or not later than 90 days for other contracts have to submit the detailed programme of work indicating the time schedule of various items of works in the form of Bar Chart/PERT/CPM. He shall also submit the details of organization (in terms of labor and supervisors), plant and machinery that he intends to utilize (from time to time) for execution of the work within stipulated date of completion. The programme of work amended as necessary by discussions with the Engineer, shall be treated as the agreed programme of the work for the purpose of this contract and the Contractor shall endeavor to fulfill this programme of work. The progress of work will be watched accordingly and the liquidated damages will be with reference to the overall completion date. Nothing stated herein shall preclude the Contractor in achieving earlier completion of item or whole of the works than indicated in the programme.</p> <p>In Contracts for works of New Line/Gauge Conversion/Doubling/Railway Electrification, finalized through Tenders having advertised value more than Rs.100 crores, the Contractor shall submit a detailed time programme to the Engineer within 30 days after issue of LOA. The program shall include the physical and Financial Progress vis-à-vis program and forecast cash flow adopting Project Management Software such as Primavera/Sure Track/MS Project etc. The program must identify the milestones, interface requirements and program reporting</p> | |

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| | <p>elements. The Contractor shall supply, free of cost one set of authorized software to the Engineer and the soft copy of structured program for the project. This shall be updated every month. The Contractor shall also submit a revised programme whenever the previous programme is inconsistent with actual progress. Each programme shall include:</p> <p>The order in which the Contractor intends to carry out the Works, including the anticipated timing of each stage, Contractor's Documents, procurement, manufacture of Plant, delivery to Site, construction, erection and testing, each of these stages for work by each Subcontractor, if any, the sequence and timing of inspections and tests specified in the Contract, and a supporting report which includes: a general description of the methods which the Contractor intends to adopt, and of the major stages, in the execution of the Works, and details showing the Contractor's reasonable estimate for the number of each class of Contractor's Personnel & Equipment, required on the Site for each major stage.</p> <p>Unless the Engineer, within 21 days after receiving a programme, gives notice to the Contractor stating the extent to which it does not comply with the Contract, the Contractor shall proceed in accordance with the programme, subject to his other obligations under the Contract. The Engineer shall be entitled to rely upon the programme when planning their activities.</p> <p>If, at any time, the Engineer gives notice to the Contractor that a programme fails (to the extent stated) to comply with the Contract or to be consistent with actual progress and the Contractor's stated intentions, the Contractor shall submit a revised programme to the Engineer within 15 days in accordance with this Sub-Clause.</p> |
| 36.4 | <p>Setting out of Works: The Contractor shall be responsible for the correct setting out of all works in relation to original points, lines and levels of reference at his cost. The Contractor shall execute the work true to alignment, grade, levels and dimensions as shown in the drawing and as directed by the Engineer's representative and check these at frequent intervals. The Contractor shall provide all facilities like labor and instruments and shall co-operate with the Engineer's representative for checking of all alignment, grades, levels and dimensions. If, at any time, during the progress of the works any error appear or arise in any part of the work, the Contractor, on being required so to do by the Engineer's representative shall, at his own cost rectify such errors, to the satisfaction of the Engineer's representative.</p> <p>Such checking shall not absolve the Contractor of his own responsibility of maintaining accuracy in the work. The Contractor shall carefully protect and preserve all bench marks, sight rails, pegs and other things used in setting out the work.</p> |
| 37 | <p>Challenge to Arbitration Award :</p> <p>In case arbitration award is challenged by a party in the Court of Law, 75% of award amount, pending adjudication by Court of Law, shall be made by party to other party. In case payment is to be made by Railway to Contractor, the terms & conditions as incorporated in the Ministry of Railways letter No. 2016/CE(I)/CT/ARB/3(NITI Aayog)/Pt. dated 08th Mar, 2017 as amended from time to time, shall be followed. In case Contractor has to pay to the Railway, then 75% of the award amount shall be deducted by the Railway from the Contractor's bills, Performance Guarantee/ Security Deposit or any other dues of Contractor with the Government of India.</p> |
| 38.0 | <p>In case of any legal dispute, Jurisdiction of Courts in Lucknow/-----area only shall be applicable.</p> <p style="text-align: center;">Sr. DSTE/C,</p> <p style="text-align: center;">....., Northern Railway,</p> <p style="text-align: right;">,</p> |

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| | <p>Signature of the Tenderer/s</p> <p>Address _____</p> |
| 39.0 | <u>SUPPLY OF MATERIALS:</u> |
| 39.1 | <u>MATERIAL TO BE SUPPLIED BY RAILWAYS</u> |
| 39.1.1 | The material to be supplied by Railways free of cost is given in Volume-II. This will be taken by the contractor from the Railway stores as indicated in Volume-II. The quantities would be determined by Railways according to the quantum of work to be done. Contractor shall be responsible for checking before taking delivery, whether all the materials given to him are in good condition. Receipt of the material taken shall be given on prescribed Performa as per Annexure-AF by the contractor or his representatives, clearly mentioning the details of material and the quantities received. The left out of unused material shall be returned to the stores (as indicated in Vol. II) by the contractor and no extra charges shall be paid by Railways. Transportation of material from Railway stores to the site of work shall be arranged by the contractor. The contractor is entirely responsible and shall bear all expenses for loading, transportation and unloading of all materials, equipment, machines, tools and plants etc. from the place of supply to the Railway stores depot as indicated in Volume-II. Loading and unloading of the same to the site will be done by the contractor at his cost. The responsibility for damage to any equipment during transportation and till it is taken over by Railways after commissioning of the link shall be that of tenderer. |
| 39.1.2 | All the materials supplied by the Purchaser shall be correctly accounted for and the quantities reconciled on completion of the work by the contractor. On completion of the work all surplus materials supplied by the Purchaser together with the one found defective or that have become defective or broken on account of defective materials and/or workmanship shall be returned to him by the contractor. From contractor's bill, recovery for the failure to return unused material referred to above shall be made. |
| 39.1.3 | In case of supply of cable by Railways, the cable will be supplied to the contractor up to an extent of cable length at a time i.e. in correspondence to the trenching. The contractor will submit timely request to the Railways for the supply of cable in correspondence with the trenching ready in all respects. |
| 39.2 | <u>MATERIAL TO BE SUPPLIED BY CONTRACTOR</u> |
| 39.2.1 | The materials to be supplied by the contractor as per schedules enclosed with the tender document will be procured from RDSO approved sources if the item appears in RDSO approved list. In case of items not appearing in RDSO approved list of material, the material shall be procured from reputed suppliers or their authorized representatives, shall be of best quality and shall conform to relevant specifications, design and drawings duly inspected by RITES/ RDSO/Rly. Consignee. The contractor may be required to produce test certificates from the manufacturers whenever called for by the Engineer in Charge. |
| 39.2.2 | Before procuring the material to be supplied by contractor, the contractor shall submit the names and addresses of Suppliers from whom it is proposed to procure the materials required to be supplied in the tender and shall take approval of railways for the same. |

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| 39.2.3 | All materials required for the execution of the contract other than those specifically shown as being supplied by the Railways in this document shall be arranged and supplied by the contractor as detailed in the scope so as to realize the end objectives. The material supplied and used by the contractor shall be best quality available. |
| 39.2.4 | The quantities of equipment and material to be supplied by contractor are indicated in schedule of work. The supply of equipment and material shall also include required installation and other materials and documents etc. which may not be specifically mentioned herein, but which are usually necessary for completing the work in all respects. The materials supplied and used by the contractor shall be of best quality available. Quantities of equipment and material to be supplied by contractor are indicated in the schedule of works. These material/equipments are to be supplied at the stores as specified in Vol.-II. |
| 40.0 | ENGAGEMENT OF QUALIFIED ENGINEER: As per Special Condition of the Contract. |
| 41.0 | <p><u>EXECUTION OF WORK</u></p> <p>All the work shall be executed in strict conformity to the provisions of the contract document and according to detailed drawings, specifications and instructions as may be approved from time to time by Railway based on detailed design and engineering carried out by contractor in line with requirements as per contract document. The contractor shall be responsible for ensuring that the work throughout are executed in the most substantial, proper and workmanlike manner with the quality of material and workmanship in strict accordance with the specifications and as per sound industrial practices and to the entire satisfaction of the Railway. In case of any doubts regarding any particulars of construction and any ambiguities in the plans, the decision of the purchaser's engineer shall be final and binding on the contractor.</p> |
| 42.0 | <p><u>SUPPLY OF TECHNICAL LITERATURES, DOCUMENTATION, DRAWINGS & COMPLETION PLANS ETC:</u></p> <p>a. The supply of equipment and materials shall include supply of two sets of printed documents from the original equipment manufacturers with each equipment. The documents should include all software documentation required for the equipment.</p> <p>b. Except where printed documents are supplied with each equipment by original equipment manufacturer, all other documentation and information shall be prepared using CAD. All the documentation and drawings etc. shall be supplied in two sets of floppies. The drawings etc. shall also to be supplied in duplicate on Copier/map litho white paper to facilitate taking out copies on plain paper copier. In addition four complete sets of such documents shall also be supplied for ready use duly bounded in good plastic folders.</p> <p>c. The supply of equipment and materials shall also include necessary documentation related to training on the maintenance of equipment in sufficient number of copies and one DVD to the extent specified elsewhere in this agreement.</p> <p>Other than the material to be supplied as per the schedule, Volume-II indicates the list of materials to be supplied by the Contractor free of cost but not limited to, as required for completing the work as per standard plans, drawing etc. In addition to the above, if any other petty material which may be considered necessary for execution of the work according to</p> |

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| | specification of drawing is required, the same shall be supplied by the Contractor free of cost. |
| 43.0 | <p><u>DISPOSAL OF EMPTY CABLE DRUMS:</u></p> <p>Empty cable drums, wooden crates and other packing materials used for supply of Railway materials to the Contractor shall be the property of the Contractor excepting the cable drums having unused cable exceeding 50 Mtr. length. This cable will be rolled back in the same cable drum and handed over to the Railway Engineers. If otherwise, the cable can be handed over loose, then cost of the cable drum shall be recovered at the rate of Rs. 300/- per empty drum from the bills of the Contractor.</p> |
| 44.0 | <p>STORAGE OF MATERIALS</p> <p>The storage of materials, tools and machinery used by the contractor shall be done in an orderly manner and anything used by the contractor for the execution of the work should in no way cause danger or hindrance to the working of the Rly. or to the movement of its staff or passengers.</p> |
| 45.0 | INDEMNITY BOND AND STANDING BANK GUARANTEE AGAINST MATERIALS SUPPLIED TO CONTRACTOR: Not applicable in this tender. |
| 45.1 | Security of all materials in the section where the work is in progress shall be the Contractor's responsibility and he shall arrange to guard the same from thefts by outsiders or his labor. In the event of any loss, the Contractor shall be responsible to that effect and shall execute an indemnity bond for the materials that will remain in his custody, which has been supplied by the Railways. The stores lost, when under custody of the Contractor, will be made good by the Contractor. |
| 45.2 | The contractor shall furnish a standing Indemnity Bond in Annexure-AD for materials supplied to him by Railways. The contractor shall also furnish a Standing Bank Guarantee as per Annexure-AE for a sum of Rs.1,00,000/- (Rupees One Lakh only) for materials supplied by Railway direct from the time he commences taking delivery of the materials to the time the materials are used in execution of work and quantities finally reconciled. |
| 46.0 | <p>TESTS & MEASURING INSTRUMENTS, SPECIAL TOOLS AND INSTALLATION MATERIAL</p> <p>The contractor shall make such tests as may be necessary to demonstrate to the satisfaction of the Railway that the apparatus and the system as installed are in accordance with the specification and contract. The contractor shall provide such instrument and apparatus as may be necessary for conducting such tests.</p> <p>The following tests on equipment and installation shall be made</p> <ol style="list-style-type: none"> Service tests to determine that protective device function as intended. Service test to determine that control system function as intended. Test to determine that all circuits conform to approved circuit plan by individually electrically checking each contact/selection. Test of all electrically operated devices to determine that its electrical operating characteristics are in accordance with specifications designated by the Railway. Test of insulation resistance of each completed circuit in accordance with engineering's instruction. The insulation resistance shall be not less than as specified in the Signal Engineering Manual issued by the Ministry of Railways. The responsibility of fault location of the defective or inoperative installation during the execution and testing restoration thereof shall be that of the contractor. |

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| | h) The contractor shall co-operate in conducting tests and trials and wherever defects/deficiencies are required to be attended to or made good, will be complied with promptly. |
| 47.0 | <p>INSPECTION OF MATERIALS/ INSPECTION OF INSTALLATION</p> <p>In addition to what is indicated in General Conditions of Contract, following shall also be adhered to by Tenderer: -</p> <p>a) Electrical/Electromechanical items shall be inspected by the RDSO as per existing policy.</p> <p>b) Mechanicals items shall be inspected by the RITES as per existing policy.</p> |
| 47.1 | <p><u>PROTOTYPE TESTING</u></p> <p>i) The equipment with valid type approval shall be supplied by the contractor (after the prototype is approved by the inspecting agency). Prototype testing is not required for those equipment for which the type approval have already been issued by the Research, Design & Standards Organization, Lucknow.</p> <p>ii) In respect of equipment ordered to TEC specifications, valid type approval already issued by TEC will be acceptable.</p> <p>iii) In case prototype testing becomes necessary, the contractor shall offer two nos. of prototype units of each equipment fully meeting the technical specifications and providing all facilities for prototype approval by Railways within the time schedule specified in the tender. The approval will be given by the Railways after joint tests by the contractor and railways. At least one qualified Engineer of the contractor who is fully conversant with the equipment shall be associated throughout the prototype testing and he will be coordinating the prototype testing and shall be responsible for preparing test reports. These tests will include factory testing including environmental testing and at least two months of field evaluation trials.</p> <p>iv) All cost of all tests for prototype approval shall be borne by the contractor. Railways shall provide facilities of building and power supply free of cost for field trial only.</p> <p>v) In case adequate test facilities and test instruments required for prototype testing cannot be made available within the country, such tests shall be carried out at the manufacturing plant of the collaborators or any other test center abroad agreed mutually. Railways shall nominate two engineers for supervising the test, which will be in addition to the engineers nominated by the contractor for this purpose. All costs for such test abroad and Railway personnel shall be borne by the contractor including the Traveling and staying charges of Railway personnel.</p> <p>vi) Tenderer shall submit a complete plan for prototype testing and approval, giving the detailed test procedure, the type and specification of measuring instruments used. The test procedure may be modified by the railway in consultation with contractor to ensure that the prototype is tested as per technical specifications. All measuring instruments and other accessories required for the prototype testing and approval shall be provided by the contractor</p> |

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| | <p>free of cost.</p> <p>vii) The plan for field testing of prototype equipment shall be so prepared that all major sub system could be tested in an integrated link to confirm that the equipment of various design and manufacture shall interface properly and perform as per required specifications.</p> |
| 48.0 | <p>INSPECTION</p> <p>Inspection of all materials to be supplied under this contract will be carried out by the Railway. The insp. charges of inspection will be on the Railway's account subject to other provisions here in contained. The contractor shall give at least 4 weeks' notice to the purchaser or his nominee to enable him to arrange necessary inspection.</p> <p>Materials appearing in RDSO approved list as per IRS/RDSO design or specification shall be inspected by RDSO before they are finally used in works. Materials other than this will be inspected by purchaser/Engineer or his representative/RITES. Telecom items of DOT/TEC specification which are inspected by RDSO usually shall also be got inspected by RDSO.</p> <p>In case RDSO do not inspect an item on account of item being of small value or shows inability to inspect the material for any reasons, the same may be inspected by consignee or any other Railway representative. The cost of all test and/or analysis affected at the manufacture/contractor's works shall be borne by the contractor. The expenses of travel, boarding and lodging for Railway's Engineer/agent deputed for inspection shall be borne by the Railway.</p> <p>Materials put up for inspection shall be exactly for the type and quantity laid down in the schedule of works. Any variation shall require the prior approval of the Railway before the material is manufactured or tendered for inspection.</p> <p>Railway's Engineer will, inspect and test the work at all stages and shall have full powers to reject all or any work that may be considered defective or inferior in quality of material of poor workmanship or design. The contractor shall carry out such tests at his cost as are necessary in the opinion of the Railways to ensure necessary compliance of the specifications of the contract.</p> <p>All material brought to site can be erected only after inspection and acceptance by the Engineer in charge or his authorized representative.</p> <p>During the execution of the contract, samples may be taken for the purpose of test and/or analysis under the conditions laid down in specifications, such samples to be prepared for testing and forwarded to the testing agency and shall be free of all cost of the Railway.</p> <p>The contractor will be called upon to pay all the expenses incurred by the Railway in respect of any work or materials found to be defective or of inferior quality, adulterated or otherwise unacceptable.</p> <p>The completed installation at all stages shall be subjected to checks and test as decided by Railways and the contractor shall be liable to remedy such defects as discovered during these checks and test and make good all deficiencies brought out. However, complete installation will be taken over finally on completion of the full system, it will be the responsibility of the contractor to rectify any discrepancy noticed within a period of one month from the date the complete system is taken over. For the purpose of taking over, joint inspection will be carried</p> |

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| | <p>out by DSTE/ADSTE and SSE(Sig)/SSE(Tele). The contractor should make himself or his representative available at the time of joint inspection. The decision of the Engineer shall be final in the matter.</p> <p>The contractor shall advise the Railway 15 days in advance the time when his portion of the work will be completed by him and be ready for inspection. The Railway will make inspection after the advice of completion of work is received from the Contractor.</p> <p>Although the contractor's portion of the work shall be inspected by the Railway as indicated above, it is possible that certain defects may appear at the time of installation. The contractor shall be responsible to rectify these defects to the satisfaction of the Railway.</p> <p>During inspection of installation by Railway Engineer the contractor shall make such tests as would be necessary to demonstrate to the satisfaction of the Railway that the work as completed by him is in accordance with the specifications of the contract. The contractor shall provide such instruments and apparatus as may be necessary for making these tests.</p> <p>In case of cable laying before the cables are actually laid contractor's representative and the Engineer's representative shall jointly inspect the quality and depth of trenches, chases, quality of bricks and arrangements for tamped filling. The measurements of length for all these items will be suitably recorded by the Engineer's representative who will permit the laying of cables after issuing the certificates in Annexure-AC enclosed that the above work have been done as required by the Specifications.</p> |
| 49.0 | <p>INSPECTING OFFICER - POWER OF REJECTION</p> <p>Inspecting Officer will have powers to reject the store, if</p> <ol style="list-style-type: none"> They are not in accordance with the contract or owing to the adoption of any unsatisfactory method of manufacture. To reject any stores submitted as not being in accordance with the particulars. To reject the whole of the instalment tendered for inspection if after inspection of such portion thereof, as he may in his discretion think fit, he is satisfied that the same is unsatisfactory. To mark the rejected stores with a rejection mark, so that they may be easily identified if resubmitted. The Inspecting officer's decision as regards the rejection shall be final and binding on the contractor. |
| 50.0 | <p>CONSIGNEE'S RIGHT OF REJECTION</p> <p>Notwithstanding any approval which the inspecting officer may have given in respect of the stores or any materials or the work or workmanship involved in the performance of the contract (whether with or without any test carried out by the contractor or the inspecting Officer or under the direction of the inspecting officer) and notwithstanding delivery of the stores where so provided to the interim consignee it shall be lawful for the consignee, on behalf of the purchaser, to reject the stores or any part, portion of consignment thereof within a reasonable time after actual delivery thereof to him at the place or destination fixed in the contract if such stores or part, portion of consignment thereof is not in all respects in conformity with the terms and conditions of the contract whether on account of any loss, deterioration or damage before dispatch or delivery or during transit or otherwise howsoever.</p> |
| 51.0 | <p>REJECTED STORES</p> <ol style="list-style-type: none"> When any stores delivered at the consignee's depots are rejected, this shall be removed |

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| | <p>by the contractor within 21 days from the date of rejection. Such rejected stores shall lie at the contractor's risk from the date of rejection. If the stores are not removed by the contractor within this period, the purchaser or his nominee shall have the right to dispose of such stores, as deemed fit, at the contractor's risk and account.</p> <p>b) The purchaser shall also be entitled to recover from the contractor, handling and ground rent/demurrage and any other charges for the period the rejected stores are not removed after the aforementioned period.</p> <p>c) Stores that have been dispatched by rail and rejected after arrival at destination may be taken back by the contractor either at the station where they were rejected or at the station from which they were dispatched. If the contract is placed for delivery F.O.R. station of dispatch, the contractor shall pay the carriage charges on the rejected consignment at public Tariff Rates from the station of dispatch to the station where they were rejected. If the contractor prefers to take back the goods at the station from which they were dispatched, the goods shall, in addition, be booked back to him, freight to pay at Public Traffic Rates and at owner's risk.</p> |
| 52.0 | <p>CONSEQUENCES OF REJECTION</p> <p>If on the stores being rejected by the Inspecting Officer or consignee at the destination, the contractor fails to make satisfactory supplies within the stipulated period of delivery, the purchaser shall be liberty to :-</p> <p>i) Request the contractor to replace the rejected store forthwith but in any event not later than period of 21 days from the date of rejection and the contractor shall bear all the cost of such replacement, including freight, if any on such replacing and replaced stores but without being entitled to any extra payment on that or any other account.</p> <p>ii) Purchase or authorize the purchase of quantity of the stores, rejected or others of a similar description (when stores exactly complying with the particulars are not readily available, in the opinion of the purchaser, which shall be final), without notice to the contractor, at his risk and cost and without affecting the contractor's liability as regards to the supply of any further installment due under the contract, or,</p> <p>iii) Cancel the contract and purchase or authorize the purchase of the stores or other of a similar description (when stores exactly complying with the particulars are not readily available, in the opinion of the purchaser, which shall be final) at the risk and cost of the contractor. In the event of action being taken under sub-clause above or this sub clause, the provisions relevant clause of the General Conditions of Contract, shall apply as far as applicable.</p> |
| 53.0 | <p>SPECIFICATION, DRAWING, REQUISITES AND REQUIREMENT</p> <p>a) Specifications, drawings, requisites and requirements referred to in the body of this specification form an essential part thereof, The sources from which the drawings & specifications referred to in this Tender can be obtained from following sources:-</p> <p>b) The installation shall comply with the requirements of the Signal Engineering Manual and General and Subsidiary Rules as applicable, it shall also confirm to the Schedule of Dimensions and the Rules for Opening of Railways. These books are available with Hd. Qrs. Office, Baroda House, as well as the concerned field unit executing the work and can be given on loan if required for reference. Besides these, installation shall comply with requirements of Engineering Code, P-way Works and Way manual wherever applicable.</p> <p>c) If, in the opinion of the tenderer, he is in a position to offer additional facilities and</p> |

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| | safeguards that have not been covered by these specifications, full and complete details of the facilities and the safeguards with their costs shown separately, must be furnished with the tender. |
| 54.0 | PAYMENTS: As per Special Condition of Contract. |
| 55.0 | <p>LONG TERM AVAILABILITY OF SPARES AND SYSTEM SUPPORT</p> <p>a) The tenderer shall undertake to supply on payment all maintenance spares and tools required for the equipment during its lifetime. He shall also undertake to supply additional equipment required for replacement for expansion of the network that may become necessary due to additional traffic requirements. The price variation formula adopted in pricing such maintenance spare and additional supply that may be ordered in future shall be decided by mutual discussions.</p> <p>b) The manufacturer shall guarantee that spares part for the system shall be available for a minimum of eight years after acceptance of the system and thereafter at least 2 years notice shall be given to the Railways before any equipment or components are discontinued or phased out from the manufacturing plans. This will enable the Railways to assess the lifetime requirement of spares needed and order in sufficient quality prior to stoppage of the manufacture.</p> <p>c) That the successful tenderer shall further guarantee that if he goes out of production of spare parts he shall supply the specifications of materials at no cost to the purchaser, if and when required in connection with the equipment to enable the purchaser to fabricate or procure from other sources.</p> <p>d) The supplier shall recommend and provide, prior to the system acceptance, calibration procedures. The recommendation shall include a list of the various calibration instruments, recalibration periods and extent of preventive maintenance for each test instrument.</p> |
| 56.0 | <p>MAINTENANCE OF INSTALLED GEARS : NOT APPLICABLE IN THIS TENDER</p> <p>a) MAINTENANCE OF WORKS: The maintenance period shall be of 12 months. The contractor shall at all times during the progress and continuance of the works and also for the period of maintenance specified in the tender form and after the date of passing of the certificate of completion by the Railway's representative or any other earlier date subsequent to the completion of the works that may be fixed by Railway's representative be responsible for and effectively maintain and uphold in good, substantial, sound and perfect condition all and every part of the works and shall make good from time to time and at all times, as often as the Railway's representative shall require, any damage or defect that may during the above period arise in or be discovered or be in any way connected with the works, provided that such damage or defect is not directly caused by errors in the contract documents, act of providence or instruction or civil riot, and the contractor shall be liable for and shall pay and make good to the Railways or other persons legally entitled thereto whenever required by the Railway's representative so to do, all losses, damages, costs and expenses they or any of them may incur or be put or be liable to, by reason or in consequence of the operations of the contractor or his failure in any respect.</p> <p>b) PLACING IN SERVICE & MAINTENANCE SUPERVISION</p> |

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| | <p>i) After the equipment has been commissioned & placed in service and Provisional Acceptance certificate issued by Purchaser's Engineer, the contractor shall be responsible for proper maintenance supervision of the equipment for a period of 12 months from the date of commissioning. For this purpose he shall prepare a maintenance plan and make available the services of qualified maintenance engineer stationed at the location approved by Purchaser's Engineer who will guide and supervise the work of Railways maintenance staff. The maintenance engineer of the tenderer will visit all the stations at least once in a month and attend to any fault on the systems.</p> <p>ii) During this period of maintenance supervision if any lacuna is noticed in the functioning as a result of any defect in design or manufacture, the same will be rectified by the contractor free of cost. During such rectification if any faulty equipment/modules need replacement or repair, they shall be provided by the contractor from the set of equipment or modules that the contractor should bring to the site of installation in addition to all the materials to be supplied against this contract. Use of spare modules covered under the Schedule of material of this tender shall not be permitted to be used during installation, commissioning and maintenance supervision period without personal approval of purchaser representative. Spares, so issued under unusual circumstances, should be replaced by the firm within seven days of the issue of spares.</p> |
| 57.0 | <p>PROVISIONAL ACCEPTANCE</p> <p>i) Immediately after the completion of the work at each station or after completion of work in a block section herein after referred as sub-section, the contractor shall certify and advise the purchaser in writing that the installation is (i) complete, (ii) ready for satisfactory service and (iii) ready to be handed over. He will also place at the disposal of the purchaser the required staff for inspection, testing and putting it into operation.</p> <p>ii) The tests specified in Section - III Technical specification will be conducted jointly by the purchaser and contractor as soon as possible after receipt of advice of completion of one sub-section by the purchaser from the contractor. The test schedule shall be furnished by the tenderer, which will be modified by mutual discussion between the contractor and Railway before finalization. Any component, modules, sub-assemblies or equipment failing during the commissioning test shall be replaced/repared free of cost by the tenderer.</p> <p>iii) Purchaser's Engineer shall issue a Provisional Acceptance certificate for successful commissioning of whole system covering all materials and services included in the Schedule of works, after the acceptance test as per the approved test procedure have been completed and the performance has been found to meet the specifications. Railways decision in this respect shall be final. The Provisional acceptance certificate shall be signed by both the parties.</p> <p>iv) The Purchaser's Engineer may issue such a certificate with respect to any part of the works before the completion of the whole of the works or with respect to any substantial part of the works which has been both completed to the satisfaction of the Purchaser's Engineer and occupied or used by the Railway and when any such certificate is given in respect of a part of the works, such part shall be considered as completed and the period of Maintenance</p> |

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| | <p>of such part shall commence from the date of such certificate. For outdoor cable laying works the provisional acceptance certificate may be issued after the jointing/termination is completed and block circuits are transferred on quad cable.</p> <p>v) Should the result/s of inspection and test be not satisfactory, an extension of one month will be granted to the contractor to make good the defects and deficiencies pointed out by the purchaser. Fresh inspection and test will then be carried out after the contractor has attended to the defects and deficiencies. If these tests are also not satisfactory the purchaser may proceed at the contractor's expense by all means deemed expedient to have the installation made satisfactory until they comply with the specifications, and approved drawings and designs.</p> <p>vi) In such a case or in the case of delay in completing the work under this contract within the time limit the purchaser reserves the right, if he deems it possible to use in a reasonable manner any part of the installation even if some installations are not completely erected. The purchaser will give to the contractor for this purpose 7 days previous notice. The contractor shall then take at his own expense all necessary steps to complete the work in accordance with the provisions of the contract. In case it becomes impossible to proceed with the above mentioned taking over tests or reasons other than for which the contractor is responsible, the Provisional Acceptance Certificate shall be issued at or within a mutually agreed reasonable period not exceeding six months after completion of installation.</p> <p>vii) The issue of provisional acceptance will not be withheld for rectification or minor defects as distinct from rejected equipment, which may not be essential for commissioning and operation of the installation. In such cases, only the value of the materials and cost of the rectification of the minor defects shall be withheld from the payments on provisional acceptance until rectification is completed.</p> |
| 58.0 | <p><u>FINAL ACCEPTANCE</u></p> <p>i) The final acceptance of the entire equipment installed in the section shall take effect from the date of expiry of the period of maintenance supervision as defined in para- 56.0 or the expiry of the last of the respective period of Maintenance Supervision of various sections for which Provisional Acceptance Certificates are issued or brought into full-fledged operation, provided that the contractor has complied fully with his obligations under para- 56.0 in respect of each section under the contract.</p> <p>ii) If on the other hand the contractor has not so complied with his obligation under para 56.0 in respect of any section, the purchaser may either extend the period of maintenance supervision in respect of that section until the necessary works are carried out by the contractor or carry out those works suo-moto on behalf of the contractor at the contractor's expenses. After expiry of the period of maintenance supervision for each section, a certificate of Final Acceptance for the section shall be issued by the purchaser and the last of such certificate will be called the Last and Final Acceptance Certificate. The contract shall not be considered as completed until the issue of Final Acceptance Certificate by the purchaser.</p> <p>iii) The purchaser shall not be liable to the contractor for any dispute arising out of or in</p> |

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| | <p>connection with the contract or execution of the work unless the contractor have made a claim in writing in respect thereof before the issue of Final Acceptance Certificate under this clause. The contractor shall be debarred from disputing the correctness of the items caused by the no claim certificate or demanding a reference to Arbitration in respect thereof.</p> <p>iv) Notwithstanding the issue of Final Acceptance Certificate, the contractor and the purchaser (subject to Sub Clause as above) shall remain liable for fulfillment of any obligation incurred under the provision of the contract prior to the issue of Final Acceptance Certificate which remains unperformed at the time such certificate is issued and for determining the nature and extent of such obligation, the contract shall be deemed to remain in force between the parties hereto.</p> |
| 59.0 | <p><u>WARRANTY: NOT APPLICABLE IN THIS TENDER</u></p> <p>The contractor shall warranty that all materials & equipment to be supplied and installed as per this tender shall be free from defects and faults in design, material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standard for materials of the type ordered and in full conformity with the contract specifications.</p> <p>This warranty shall start from the date of issue of "Provisional Acceptance Certificate" which will be considered as date of commissioning of complete system for the purpose of Warranty and shall expire 1 year (12 months). The Contractor shall be responsible for the proper functioning of the system during the period of warranty.</p> <p>During the period of Warranty, the Contractor shall remain responsible to arrange replacement and for setting right at his own cost any equipment supplied by him, which is of defective manufacture or defective design or defective material/component and becomes unworkable due to any cause whatsoever. The decision of railways to attend to any damage or defect in work shall be final and binding on the Contractor.</p> <p>If it becomes necessary for the contractor to replace or renew any defective portions of the system under this clause, the contractor shall make the system functional by providing suitable replacements and restore back the original card / equipment after repairs to the same. The card / equipment so repaired should bear warranty equal to the end of original warranty period or minimum Six months from the date of repair, whichever is later. If any defect is not remedied within reasonable time, the Railway may proceed to do the work at contractor's risk and expense, but without prejudice to any other rights, which the Railway may have against the contractor in respect of such defects.</p> <p>All inspections, replacements or renewals carried out by the Contractor during the warranty period shall be subjected to the same conditions of the contract.</p> <p>All replacement and repairs and design change that the Railway shall call upon the contractor to deliver or perform under this warranty shall be delivered and performed by the contractor within one month, promptly and satisfactorily.</p> <p>The decision of the Railway in regard to contractor's liability and the amount, if any, payable under this warranty shall be final and conclusive.</p> <p>Due to analysis of failures, if any design deficiency is pointed out by the Railway, the contractor shall rectify it at his own cost.</p> |
| 60 | <p>TRAINING</p> <p>i) The tenderer shall undertake to train Railway engineers and other staff nominated</p> |

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| | <p>by the Railways in different aspects of equipment designs, functioning, field installation, testing, commissioning, operation, maintenance and repair, covering both hardware and software. The training should be comprehensive for transfer of complete know-how so as to impart full knowledge and competence to independently and successfully execute the installation, operation, maintenance and repair of all equipment. The training courses should, apart from formal class room training, include hand on practical experience and visits to working installation.</p> <p>ii) The contractor shall at every stage of installation; testing and commissioning shall provide all facilities for adequate training of Railway personnel who may be deputed to work on the project.</p> <p>iii) The requirement of training in man-weeks has been indicated in the schedule of works. The tenderer shall quote for the man week rates and Railways shall have the right to vary the training period indicated in the schedule of works.</p> <p>iv) In the event of any equipment/sub-system being manufactured in India in technical collaboration with foreign firm by the tenderer or any of its sub-contractor, approximately half of the training provided in the schedule shall be arranged at the collaborator's premises/training center and the remaining portion at the working installations. Details of training proposal shall be submitted by the tenderer.</p> <p>v) Set of documents related to training in adequate quantity shall be provided.</p> <p>vi) All expenses for travel to and from the place of training, boarding and lodging of the trainees shall be borne by the Railways.</p> |
| 61 | <ul style="list-style-type: none"> • ARBITRATION: AS PER GENERAL CONDITIONS OF CONTRACT April'2022 with latest correction slips. • SETTLEMENT OF DISPUTES: AS PER GENERAL CONDITIONS OF CONTRACT April' 2022 with latest correction slips. • TERMINATION OF CONTRACT: AS PER GENERAL CONDITIONS OF CONTRACT April' 2022 with latest correction slips. |

Signature of Tenderer

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ANNEXURE-A

Name of the Bank: -----

President of India,

Acting through Sr.DFM, Lucknow Division

Northern Railway, Lucknow

Bank Guarantee Bond No.:**Date:** -----**PERFORMANCE GUARANTEE BOND**

In consideration of the President of India acting through----- (Designation & address of Contract Signing Authority), Northern Railway,, Delhi (hereinafter called "The Government") having agreed under the terms and conditions of agreement/Contract Acceptance letter No.-----

-----dt..... made between..... (Designation & address of contract signing Authority) and (here in after called "the said contractor(s)" for the work.....

(here in after called "the said agreement") having agreed for submission of a irrevocable Bank Guarantee Bond for Rs..... (Rs.....only)) as a performance security Guarantee Bond from the contractor (s) for compliance of his obligations in accordance with the terms & conditions in the said agreement.

1. We..... (indicate the name of the Bank) hereinafter referred to as the Bank, undertake to pay to the Government an amount not exceeding Rs..... (Rs.....only) on demand by the Government.

2. We..... (indicate the name of the bank, further agree that (and promise) to pay the amounts due and payable under this guarantee without any demur merely on a demand from the Government through the Sr. DFM/N.Rly (Lucknow), stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the Government by reason of any breach by the said contractor of any of the terms of conditions contained in the said agreement or by reason of the contractor failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees.....Only).

3. (a) We (indicate the name of Bank) further undertake to pay to the Government any money so demanded notwithstanding any dispute or dispute raised by the contractor(s) in any suite or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal.

(b) The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.

4. We,..... (indicate the name of bank) to further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged by

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Signature of Tendering Authority

..... (Designation & Address of contact signing authority) on behalf of the Government, certify that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.

5.(a) Notwithstanding anything to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the Government or until (date of validity/ extended validity) whichever is earlier and no claim shall be valid under this guarantee unless notice in writing thereof is given by the Government within validity/ extended period of validity of guarantee from the date aforesaid.

(b) Provided always that we..... (indicate the name of the Bank) unconditionally undertakes to renew this guarantee on to extend the period of guarantee form year to year before the expiry of the period or the extended period of the guarantee, as the case may be on being called upon to do so by the Government. If the guarantee is not renewed or the period extended on demand, we (indicate the name of the Bank) shall pay the Government the full amount of guarantee on demand and without demur.

6. We, (indicate the name of Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without effecting in any manner out of obligations hereunder to vary any of the terms and conditions of the said contract from time to time or to postpone for any time or from time to time any to the powers exercisable by the Government against the said contractor (s) and to forbear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any bearance act or omission on the part of the Government or any indulgence by the Government to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties for the said reservation would relive us from the liability.

7. This guarantee will not be discharged by any change in the constitution of the Bank or the Contractor(s).

8. We, (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.

9. This guarantee shall be valid upto---- (date of Completion plus 60 days). Unless extended on demand by Government. Notwithstanding anything to the contrary contained hereinbefore, our liability under this guarantee is restricted to Rs..... (Rs.....only) unless a demand under this guarantee is made on us in writing on or before..... we shall be discharged from our liabilities under this guarantee thereafter.

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

Signature of Banks Authorised official

(Name)-----

Designation with Code No.-----

Full Address-----

Witness

1.....

2.....

Signature of Tenderer

Signature of Tendering Authority

Annexure –A (1)

Clause 3.0 of the tender document

(Bid Security)

Bank Guarantee Bond from any scheduled commercial bank of India

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

Name of the Bank: -----

President of India,

Acting through,

..... Railway,

Beneficiary: Railway

Date:.....

Bank Guarantee Bond No.:

Date: -----

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

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

AND

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

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

Signature of Tenderer

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4. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.
5. The Bank agrees that no change, addition, modifications to the terms of the Bid document or to any documents, which have been or may be made between the Railway and the Bidder, will in any way absolve the Bank from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification made by Railway at any time.
6. This guarantee will remain valid and effective from..... *[insert date of issue]* till*[insert date, which should be minimum 90 days beyond the expiry of validity of Bid]*. Any demand in respect of this Guarantee should reach the Bank within the validity period of Bid Security.
7. The Bank Guarantee is unconditional and irrevocable.
8. The expressions Bank and Railway herein before used shall include their respective successors and assigns.
9. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the Railway. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.
10. The Bank hereby confirms that it is on the SFMS (Structured Financial Messaging System) and shall invariably send the advice of this Bank Guarantee to the following bank details –

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

11. The Guarantee shall be valid in addition to and without prejudice to any other security Guarantee(s) of Bidder in favor 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)

Signature of Tenderer

Signature of Tendering Authority

[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.

Signature of Tenderer

Signature of Tendering Authority

ANNEXURE-B**FINAL SUPPLEMENTARY AGREEMENT**

a) Articles of agreement made this day _____ in the year Two thousand and Five between the President of India, acting through the _____ Northern Railway Administration having his office at _____ herein after called the Railway of the one part and _____ of the second part.

b) Whereas the party hereto of the other 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'.

c) And whereas it was agree 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.

d) And whereas the party hereto of the first part already made payment of the party hereto of the second part diverse sums from time to time aggregating to Rs. _____ including the final bill bearing voucher No. _____ dated _____ (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 further sum of Rs. _____ through the final bill bearing voucher No. _____ dated _____ (the receipt of which is hereby acknowledged by the party thereto of the second part) from the party hereto 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 party against all outstanding dues and claims for, all works done under the aforesaid principal agreement including/excluding the security deposit the party hereto of the second part have no further dues of claims against the party hereto 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 here to of the first part already made payment to the party here to 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 here to of the second part).

And whereas the party here to of the second part have received sum of ₹ _____ through various On Account Bills (the receipt of which is hereby acknowledged by the party there to of the second part) from the party here to of the first part and party here to of the second part have accepted final measurements recorded on Page No..... to Page Noof 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 here to of the first part to the party here to of the second part against all outstanding dues and claims for all works done under the aforesaid principal agreement, the party here to of the second part have no further dues of claims against the party here to of the first part under the said Principal Agreement.

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

e) 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

Witness

1

2.

ADDRESS: _____

Signature of Tenderer

Signature of Tendering Authority

ANNEXURE – C

P R O F O R M A
D E C L A R A T I O N

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

1. Topography of area.
2. Soil strata at site of work.
3. Sources and availability of construction materials.
4. Rates for construction of material, water, electricity including all local taxes, royalties, octrois etc.
5. Availability of local labor (both skilled and unskilled) and relevant labor rates and labor laws.
6. The existing roads and approaches to the site of work and requirements for further service roads/approaches to be constructed by me/us
7. The availability and rates of private land etc. that shall be required by me/us for various purposes.
8. Climatic conditions and availability of working days.

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

Signatures of the Tenderer/s

Signature of Tenderer

Signature of Tendering Authority

Annexure-D**Constitution of Firm**

| | | |
|---|---|---|
| 1 | Constitution of the firm/ concern. (Tick as applicable) | Sole Proprietorship/ Partnership Firm / Company/ JV/ Registered Society/Registered Trust/LLP/HUF etc. |
| 2 | Full name of the Sole Proprietorship/ Partnership Firm / Company/ JV/ Registered Society/Registered Trust/LLP/HUF etc. | |
| 3 | Year of formation/ incorporation | |
| 4 | (a) PAN No. | |
| | (b) GST No | |
| 5 | Registered Office Address | |
| 6 | Address on which correspondence regarding this tender should be done | |
| 7 | E- mail id and Contact No of authorized person under whose digital signature key tender document will be signed/ uploaded on behalf of the tendering firm | |
| 8 | Names of the proprietor/ partners/ JV members etc. | |

Signature of Tenderer

Signature of Tenderer

Signature of Tendering Authority

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

| S. No. | Particulars of equipment | No.of Unit. | Kind & make | Capacity | Date by which the plant would be available for use on this work | Age & condition |
|-----------|-----------------------------|----------------|----------------|----------|--|--------------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| | | | | | | |
| | | | | | | |

Signature of the Tenderer/s

Signature of Tenderer

Signature of Tendering Authority

ANNEXURE –F

List of engineers/personnel already available/ proposed to be employed for deployment on this work:

| SN. No. | Name & Designation | Qualification | Professional experience | Organization with whom working | Date by which personnel will be available for this work. |
|------------|-----------------------|---------------|----------------------------|--------------------------------------|---|
| 1 | 2 | 3 | 4 | 5 | 6 |
| | | | | | |

Signatures of Tenderer/s

Signature of Tenderer

Signature of Tendering Authority

ANNEXURE-G

Statement of works executed/completed or substantially completed by the tenderer/s during last seven years ending last day of month previous to the one in which tender is invited.

(A) Statement of works executed/completed or substantially completed for Govt. Organizations during last 7 years ending last day of the month previous to the one in which tender is invited.

| S.No. | Name and place of work | Authority /agency for which work was carried out | Date of award & agreement No. &Date |
|-------|------------------------|--|-------------------------------------|
| 1 | 2 | 3 | 4 |
| | | | |

| Date of completion (original /actual) | Agreemental cost /completion cost. | Principal /Technical features of the work in brief | S.No. at which relevant certificate /documents are attached. |
|--|------------------------------------|--|--|
| 5 | 6 | 7 | 8 |
| | | | |

(B) Status of works executed/completed or substantially completed for Public listed companies by the tenderer/s during last 7 years ending last day of the month previous to the one in which tender is invited

| S.No. | Name and place of work | Authority /agency for which work was carried out | Date of award & agreement No. &Date |
|-------|------------------------|--|-------------------------------------|
| 1 | 2 | 3 | 4 |
| | | | |

| Date of completion (original /actual) | Agreemental cost /completion | Principal /Technical features of the work in brief | S.No. at which work copy of experience certificate, work order, |
|--|------------------------------|--|---|
|--|------------------------------|--|---|

Signature of Tenderer

Signature of Tendering Authority

| | | | |
|---|-------|---|---|
| | cost. | | bill of quantities, bill wise details duly certified by Chartered Accountant is attached * |
| 5 | 6 | 7 | 8 |
| | | | |

*** It is certified that:**

1. The above Public listed company/companies mentioned in (B) above is/are
 - a) Having average annual turnover of Rs.500 crore and above in last three financial years excluding the current financial years;
 - b) Listed on National Stock Exchange or Bombay Stock Exchange and
 - c) Incorporated/registered at least 5 years prior to the date of opening of the tender.
2. Copies of the work experience certificate, work orders, bill of quantities, bill wise details of payment received, TDS certificates of all payments received, copy of final bill/last bill paid by the company duly certified are attached.
3. Attached information have been duly certified by Chartered Accountants.
4. I/We understand that **in case above details at (B) are not furnished at the time of tendering the work experience certificate shall not be considered for adjudging the Technical Eligibility the tenderer in any case.**

Note: Annexure-G to be signed by tenderer/s and Chartered Accountant, if the credentials from Public listed companies (as in case of B above) are being attached for consideration. There is no need of signature of Chartered Accountant, if credentials of any Government Organization only are being attached for consideration and in such case only tenderer/s is required to sign on this Annexure -G.

Certified that above details are correct

Signature of the tenderers

Signature of Chartered Accountant with seal

Signature of Tenderer

Signature of Tendering Authority

ANNEXURE – H

Statement of works being executed/in hand by the tenderer/s
(as on date one month prior to the tender closing date)

| S No. | | Name and place of work | Authority/agency client for whom the work is being carried out* | Date of award & agreement No. & Date | Date of completion (Original/ Extended) |
|-------|--|------------------------|---|--------------------------------------|---|
| 1 | | 2 | 3 | 4 | 5 |
| | | | | | |

| Agreemental cost of work /likely cost(up to latest corrigendum) | Payment taken till date. | Total balance amount of the work to be executed |
|---|--------------------------|---|
| 6 | 7 | 8 |
| | | |

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

***The above statement should include all on going works with the tenderer / constituents of tendering JV in its individual capacity as well as their portion of work in JV.**

Signature of Chartered Accountant with seal

Signature of the tenderer / Constituent Member of tendering JV

Signature of Tenderer

Signature of Tendering Authority

Annexure –I

Reference -Para 2.3.2 (A) (vi) & 15.2 of Annexure-K (Guidelines for participation of Joint Venture (JV) Firms)

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.
4. Exchange rate will be governed by para 10.5 of GCC-2022.

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)

Signature of Tenderer

Signature of Tendering Authority

ANNEXURE-J**FORMS**

FORM NO.E-5

Appendix-VIII

Real Time Gross Saving (RTGS)/National Electronic Fund Transfer (NEFT)
Model Mandate Form

(Investor/customer's option to receive payments through RTGS/NEFT)

1. Investor/customer's name

2. Particulars of Bank Account:

A) Name of the Bank:

B) Name of the Branch.

Address

Telephone No.

C) RTGS/NEFT IFS Code.

D) Type of the account (S.B. Current or Cash Credit)
With code (10/11/13).

E) Ledger and Ledger folio number.

F) Account number (as appearing on the Cheque book) in lieu of the bank certificate to be obtained as under,

please attach a blank cancelled cheque or a photocopy of a cheque or front page of your savings bank pass book issued by your bank for verification of the above particulars)

3. Date of effect

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

(.....)

Signature of the Investor/ Customer

Date

Certified that the particulars furnished above are correct as per our records.

Bank's Stamp

Signature of Tenderer

Signature of Tendering Authority

Annexure-K

**GUIDELINES' FOR PARTICIPATION OF JOINT VENTURE (JV) FIRMS
(THE JV firms are allowed to participate only in the tenders of value more than Rs.10crores).**

1. Separate identity/name shall be given to the Joint Venture firm.
2. Number of members in a JV shall not be more than three if the work involves only one department (say Civil or S&T or Electrical or Mechanical) and shall not be more than five, if the work involves more than one department. One of the members of the JV shall be its Lead Member who shall have a majority (at least 51%) share of interest in the JV. The other members shall have a share of not less than 20% each in case of JV with up to three members and not less than 10% each in case of JV with more than three members. In case of JV with foreign member(s), the Lead Member has to be an Indian firm/company with a minimum share of 51%.
3. A member of JV firm shall not be permitted to participate either in individual capacity or as a member of another JV firm **in the same tender.**
4. The tender form shall be purchased and submitted only in the name of the JV and not in the name of any constituent member. The tender form can however be submitted by JV or any of its constituent member or any person authorized by JV through Power of Attorney to submit tender.
5. **Bid Security shall be submitted by JV or authorized person of JV either as:**
 - (i) Cash through e-payment gateway or as mentioned in tender document, or
 - (ii) Bank Guarantee bond either in the name of JV, or in the name of all members of JV as per MOU irrespective of their share in the JV if the JV has not been constituted legally till the date of submission of tender.
6. A copy of Memorandum of Understanding (MOU) duly executed by the JV members on a stamp paper, shall be submitted by the JV firm along with the tender. The complete details of the members of the JV firm, their share and responsibility in the JV firm etc. particularly with reference to financial, technical and other obligations shall be furnished in the MOU. (The MOU Format for this purpose is enclosed as Annexure K1).
7. Once the tender is submitted, the MOU shall not normally be modified/alterd/terminated during the validity of the tender. In case the tenderer fails to observe/comply with this stipulation, the full Bid Security shall be liable to be forfeited.
8. Approval for change of constitution of JV firm shall be at the sole discretion of the Employer (Railways). The constitution of the JV firm shall not normally be allowed to be modified after submission of the tender bid by the JV firm, except when modification becomes inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. However, the Lead Member shall continue to be the Lead Member of the JV Firm. Failure to observe this requirement would render the offer invalid.
9. Similarly, after the contract is awarded, the constitution of JV firm shall not normally be allowed to be altered during the currency of contract except when modification become inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. Failure

Signature of Tenderer

Signature of Tendering Authority

to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract conditions.

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

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

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

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

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

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

13. No member of the Joint Venture firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of the Employer (Railways) in respect of the said tender/contract.

14. Documents to be enclosed by the JV firm along with the tender:

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

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

Signature of Tenderer

Signature of Tendering Authority

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

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

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

Note: Authorization given in POA only will be considered irrespective of any authorization that may have given in Partnership Deed. In case of non-submission of POA or invalid POA, offer is liable to be rejected.

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

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

14.3 In case one or more members is/are limited companies, the following documents shall be submitted:

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

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

(c) A copy of Certificate of Incorporation

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

14.4 In case one or more member(s) of JV firm is/are LLP firm(s) following document shall be submitted:

(i) A copy of LLP Agreement

(ii) A copy of Certificate of Incorporation of LLP

(iii) A copy of resolution passed by partners of LLP firm, permitting the Firm to enter into a JV agreement (Standard proforma as per Annexure O-13)

(iv) A copy of Authorization /copy of Power of Attorney issued by the LLP firm (backed by resolution passed by the Partners) in favor of the individual, to sign the tender and/or sign the MOU/ JV agreement on behalf of the LLP and create liability against the LLP. (Standard proforma as per Annexure O-14)

Signature of Tenderer

Signature of Tendering Authority

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

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

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

15. Credentials & Qualifying criteria

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

15.1 Technical eligibility criteria ('a' or 'b' mentioned hereunder):

a) For Works without composite components

The technical eligibility for the work as per para 2.3.2A (v) above, shall be satisfied by either the 'JV in its own name & style' or 'Lead member of the JV'.

Each other (non-lead) member(s) of JV, who is/ are not satisfying the technical eligibility for the work as per para 2.3.2A(v) above, shall have technical capacity of minimum 10% of the cost of work

i.e., each non-lead member of JV member must have satisfactorily completed or substantially completed during the last 07 (seven) years, ending last day of month previous to the one in which tender is invited, one similar single work for a minimum of 10% of advertised value of the tender.

(b) For works with composite components

The technical eligibility for major component of work as per para 2.3.2A (v) above, shall be satisfied by either the 'JV in its own name & style' or 'Lead member of the JV' and technical eligibility for other component(s) of work as per para 2.3.2A (v) above, shall be satisfied by either the 'JV in its own name & style' or 'any member of the JV'.

Each other (non-lead)member(s) of JV, who is/ are not satisfying the technical eligibility for any component of the work as per para 2.3.2A(v) above, shall have technical capacity of minimum 10% of the cost of any component of work mentioned in technical eligibility criteria. i.e., each other (non-lead) member of must have satisfactorily completed or substantially completed during the last 07 (seven) years, ending last day of month previous to the one in which tender is invited, one similar single work for a minimum of 10% of cost of any component of work mentioned in technical eligibility criteria.

Note: for Clause15.1:

Signature of Tenderer

Signature of Tendering Authority

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

15.2 Financial eligibility criteria:

The JV shall satisfy the requirement of “Financial Eligibility” mentioned at para 2.3.2A (vi) above. The “financial capacity” of the lead partner of JV shall not be less than 51% of the financial eligibility criteria mentioned at para 2.3.2A (vi) above. The “financial capacity” of each of other partners (excluding lead partner) shall not be less than 10% of the financial eligibility criteria mentioned at para 2.3.2A(vi) above.

The arithmetic sum of individual “financial capacity” of all the members shall be taken as JV’s “financial capacity” to satisfy this requirement.

NOTE: Contractual payment received by a Member in an earlier JV firm shall be reckoned only to the extent of the concerned member’s share in that JV firm for the purpose of satisfying compliance of the above mentioned financial eligibility criteria in tender under consideration.

16. Bid Capacity

The JV shall satisfy the requirement of “Bid Capacity” requirement mentioned at para 2.3.2(A)(xiv) above. The arithmetic sum of individual “Bid capacity” of all the members shall be taken as JV’s “Bid capacity” to satisfy this requirement.

Signature of Tenderer

Signature of Tendering Authority

ANNEXURE-‘K-1’

FORMAT FOR JOINT VENTURE MEMORANDUM OF UNDERSTANDING/ AGREEMENT.

THIS JOINT VENTURE MEMORANDUM OF UNDERSTANDING (MOU) AGREEMENT
EXECUTED AT on thisday of

..... 201 between M/s Registered office at
.....as the first party M/s Registered office at..... as the
second party M/s Registered office at..... as the Third party (The
expression and words of the first and second and third party shall mean and include their heirs
successors, assigns, nominees execution, administrators and legal representatives respectively.)

WHEREAS all the parties are engaged mainly in the business of execution of Civil Engineering and
General Contracts for various Government Departments and organizations.

WHEREAS the parties herein above mentioned are desirous of entering into a Joint Venture for
carrying on Engineering and/or contract works in connection with
..... and other works mentioned in Tender Notice
No..... dated of Northern Railway or any other work or works, as mutually
decided between the parties to this Joint Venture.

WHEREAS all the parties are desirous of recording the terms and conditions of this Joint Venture to
avoid future disputes.

NOW THIS MOU/AGREEMENT WITNESSETH AS UNDER:

1. That in and under this Joint Venture agreement the work will be done jointly by the First
party and Second party in the name and style of M/s
(Joint Venture of M/s M/s.....
..... and M/s)
2. That all the parties shall be legally liable, severally and or jointly responsible for the
satisfactory/successful execution/completion of the work in all respects and in
accordance with terms and conditions of the contract.
3. That the role of each constituent of the said Joint Venture in details shall be as
under:
The first party shall be responsible for
The second party shall be responsible for
The third party shall be responsible for
4. The share of profit and loss of each constituent of the said Joint Venture shall be as
under :
 - a) Lead partner share = ----% (At least 51%)
 - b) 2nd Joint Venture Partner share = -----%
 - c) 3rd Joint Venture partner share = -----%

Signature of Tenderer

Signature of Tendering Authority

- d) 4th Joint Venture partner share = -----%] in case of
e) 5th Joint Venture partner share = -----%] composite
tender

5. That all the parties of this Joint Venture shall depute their experienced staff as committed commensurating with their role and responsibility and as required for the successful completion of the works in close consultation with each other.
6. That the investment required for the works under this Joint Venture shall be brought in by the parties as agreed to between them from time to time.
7. That all the Bank Guarantee shall be furnished jointly by the parties in the name of Joint Venture.
8. That the party number..... to this Joint Venture shall be the prime (lead) contractor and will be responsible for timely completion of work and to co-ordinate with the Railways to receive payments and also to make all correspondence on behalf of this Joint Venture.
9. That all the above noted parties i.e. not to make any change in the agreement without prior written consent of the Railway.
NOW, the parties have joined hands to form this Joint Venture on this
Day of two thousandwith reference to and in confirmation of their discussions and understanding brought on record on

IN WITNESS THEREOF, all /both the above named parties have set their respective hands onthe day and year First above mentioned in the presence of the following witness:

WITNESSES:

1. First party.
2. Second party

Signature of Tenderer

Signature of Tendering Authority

Annexure K-2

Guidelines for submitting tenders by Partnership Firms and their Eligibility Criteria

1. The Partnership Firms participating in the tender should be legally valid under the provisions of Indian Partnership Act.
2. The partnership firm should have been in existence or should have been formed prior to submission of tender. Partnership firm should have been registered with the Registrar of firms and the partnership deed should have been notarized prior to date of tender opening as per the Indian Partnership Act prior to submission of tender. **Tenderer shall upload** document(s) in support of registration of firm with registrar of firms viz which includes Certificate of registration and copy of Register of firm (Form No. may vary from State to State) (as applicable) etc. issued by Registrar of firms.
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 the any of the constituent partners shall not be considered. The valid constituents of the firm shall be called partners.
 - 4.1. Once the tender has been submitted, the constitution of firm shall not normally be allowed to be modified/alterd/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 reconstitution 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 submissionof 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 Securityshall be forfeited.
 - 4.2 If any partner/s withdraw from the firm after submissionof the tender and before the award of the tender, the offer shall be rejected and Bid Securityof 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 this 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 contract conditions, liable for determination of contract under Clause 62 of the Standard General Condition of Contract.
5. A partner of the firm shall not be permitted to participate either in his individual capacity or as a partner of any other firm in the same tender.
6. The tender form shall be submitted only in the name of partnership firm. The Bid Security shall be 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.
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

Signature of Tenderer

Signature of Tendering Authority

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.

9. In case, 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 contract liable for determination of contract under clause 62 of 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 and that of the Railway.

10. The tenderer shall clearly specify that the tender is submitted on behalf of a partnership concern. 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 favor of the individual to tender for the work, sign the agreement etc. and create liability against the firm.

(iii) Tenderer shall upload document(s) in support of registration of firm with registrar of firms which includes Certificate of registration and Register of firm (Form No. may vary from State to State) (as applicable) etc. issued by Registrar of firms. Tenderer shall also upload Notary certified of Partnership Deed.

(iii) An undertaking by all the partners of the partnership firm that they are not black listed or debarred by Railways or any other Ministry/Department of the Govt of India/any State Govt from participation in tenders/contract 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. Concealment/wrong information in regard to above shall make the bid ineligible or the contract shall be determined under clause 62 of Standard General Conditions of Contract.

11.0 Evaluation of eligibility of a partnership firm:

Signature of Tenderer

Signature of Tendering Authority

Technical and financial eligibility of the firm shall be adjudged based on satisfactory fulfillment of the eligibility criteria laid down in Clause 2.3.2A(v) &(vi) of eligibility criteria by the partnership firm.

Signature of Tenderer

Signature of Tendering Authority

Annexure-K-3**DECLARATION BY AN EXISTING PARTNERSHIP FIRM**

(Fill the relevant para (1.1, 1.2 & 1.3) and strike off the para which is not relevant under Partnership Firm)

1.0 I.....S/o Shri, the authorized signatory of partnership firm M/s.....do hereby solemnly affirm and declare as under:

1.1 That, we are an existing Partnership Firm in the name and style of M/s -----, since -----(MM/YY), having GST Registration no. -----, PAN/TAN No.----- . There has been no change in the Partner(s) of our firm during last 07 (Seven) years ending last day of the month previous to the one in which tender is invited.

OR

1.2 That, we are an existing Partnership Firm in the name and style of M/s -----, since -----(MM/YY), having GST Registration no. -----, PAN/TAN No.----- . Following of our partner(s) has/have quit the Partnership firm during last 07 (Seven) years ending last day of the month previous to the one in which tender is invited with details as under:

| S.No. | Name of quitting Partner(s) | Share of Partner(s) who has/have quitted | Date of quitting (MM/YY) |
|-------|-----------------------------|--|--------------------------|
| | | | |

AND / OR

1.3 That, we are an existing Partnership Firm in the name and style of M/s -----, since -----(MM/YY), having GST Registration no. -----, PAN/TAN No.----- . Following partner(s) has/have joined our Partnership Firm during last 07 (Seven) years ending last day of the month previous to the one in which tender is invited with details as under:

| S.No. | Name of joining Partner(s) | Share of joining Partner(s) | |
|-------|----------------------------|-----------------------------|---|
| | | In the present firm | In the previous firm from where he/they has/have quit and joined the present firm |
| | | | |

1.4 In case of Para 1.2 and 1.3, following documents as applicable are required to be submitted along with bid:-

- (i) Copy of previous Partnership Deed(s).
- (ii) Copy of Dissolution Deed(s) of previous partnership deed(s).
- (iii) Proof of surrender of PAN No(s) (in case of dissolution of previous partnership firm).

Signature of Tenderer

Signature of Tendering Authority

Declaration by the Tenderer:-

I hereby declare that the information given above are true. If any of the above information is found to be wrong at any time, my tender will be liable to be rejected.

Name and Signature of tenderer
along with Seal

Signature of Tenderer

Signature of Tendering Authority

Annexure-K-4**DECLARATION BY NEWLY FORMED PARTNERSHIP FIRM**

I.....S/o Shri, the authorized signatory of partnership firm M/s.....do hereby solemnly affirm and declare as under:

1. That, we are the newly formed partnership firm in the name and style of M/s.....Registered with Registrar of firm vide Registration No....., dated
2. In this newly formed Partnership Firm, we areno. of partners. The details of the previous proprietary firm or previous dissolved partnership firm or previous splitted partnership firm(s) wherein any of the partners of the present firm was a proprietor / partner and proposed to use credentials obtained in such previous propriety firm (s) / partnership firm(s) is as under:-

| S.N. | Name of person in the newly formed partnership firm | Details of Previous proprietary/ Partnership Firm | Share in newly formed partnership firm | Share in previous partnership firm | Remarks |
|------|---|---|--|------------------------------------|---------|
| 1. | | | | | |
| 2. | | | | | |
| 3. | | | | | |

3. That, following relevant documents are Annexed with bid:-
 - (i) Copy of previous Partnership Deed(s).
 - (ii) Copy of previous Dissolution/splitting Deed(s) of previous partnership deed(s).
 - (iii) Proof of surrender of PAN No(s) (in case of dissolution of partnership firm).

Declaration by the Tenderer:-

I hereby declare that the information given above are true. If any of the above information is found to be wrong at any time, my tender will liable to be rejected.

Name and Signature of tenderer
along with Seal

Signature of Tenderer

Signature of Tendering Authority

Annexure-L

NORTHERN RAILWAY
(Standard Format)
COMPLETION CERTIFICATE

The work of “----- (Full name of the work) -----” has been Completed or substantially completed with following details:-

| | | |
|-------|--|--|
| 1 | Name & complete address of the contractor. | |
| 2 | Nature of entity (sole prop/ partnership firm/ company / JV) | |
| 3 (a) | In case of Sole proprietorship, the name of sole proprietor | |
| (b) | In case of partnership firm/JV, the names & shares of various partners/ members. | |
| 4 | Date of Acceptance/LOA | |
| 5 | Agreement No. & date | |
| 6 i) | Original Agreement Cost | |
| ii) | Final Agreement Cost | |
| 7 | Total payment made along with financial year-wise break-up | |
| 8 | Original date of completion (DOC) | |
| 9 | (a)Actual date of completion (b)Whether extension to DOC given with penalty or without penalty | |
| 10 | Brief description of nature & scope of work | |
| 11 | Performance of contractor(Satisfactory/unsatisfactory) | |

It is certified that the above work has been completed successfully in accordance with provisions of contract.

* 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.

Date of issue of certificate: -----
Case File No.:-----

Name & Signature
Issuing authority with seal

Signature of Tenderer

Signature of Tendering Authority

Annexure-M**FORMAT FOR CERTIFICATE TO BE UPLOADED BY TENDERER ALONGWITH THE TENDER DOCUMENTS**

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

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

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

Signature of Tenderer

Signature of Tendering Authority

business for a period of upto two year. Further, I/we (insert name of the tenderer) ** _____ and all my/our constituents understand that my/our offer shall be summarily rejected.

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

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

SEAL AND SIGNATURE
OF THE TENDERER

Place:

Dated:

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

Signature of Tenderer

Signature of Tendering Authority

Annexure-M (A)

Reference –Clause 2.2.6 of Tender Document

(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:

Signature of Tenderer

Signature of Tendering Authority

Annexure-O-1

UNDERTAKING BY SOLE PROPRIETORSHIP FIRM

I.....S/o Shri aged about years
R/o.....do hereby solemnly
affirm and declare as under:

1. That I am running a business in the name and style of M/S..... which is a sole proprietorship firm and which has got GST registration No.....

2. That I am the sole proprietor of the said firm M/S
.....

3. That the Head office of the above named firm is situated
at.....

4. That I/ my Firm 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 he 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.

Signature of tenderer

Signature of Tenderer

Signature of Tendering Authority

Annexure-O-2**POWER-OF-ATTORNEY FOR SIGNING OF BID ON BEHALF OF PARTNERSHIP FIRM**

**(To be executed non judicial stamp paper of appropriate value as per law of state concerned-
Non Judicial stamp paper should be purchased in the name of partners of the firm)**

KNOW ALL MEN BY THESE PRESENTS: WHEREAS WE

- (1)..... S/o Shri..... R/o.....
 (2)..... S/o Shri..... R/o.....
 (3)..... S/o Shri..... R/o.....
 (4)..... S/o Shri..... R/o.....

all are the partners of a partnership firm namely M/S.....
 (Name of firm) hereinafter referred to as 'firm', which is registered at Registration
 No.....by Registrar of Firms..... The firm is having its head office
 at..... (hereinafter to be
 referred as the 'Firm').

AND WHEREAS we all the above named partners have on.....(date) given our consent
 on behalf of firm to participate in the tender No. issued
 by Northern Railway for the work namely
 “ .. ”

We the above named partners of above named firm do hereby irrevocably constitute, nominate,
 appoint and authorize Mr./ Ms. S/o
 Shri (address) & Mr./ Ms. S/o
 Shri (address) as our true and lawful attorney (hereinafter
 referred to as “Attorney”) of the firm to jointly or severally exercise all or any of the following
 powers for and on behalf of M/S
 (name of firm) in connection with aforesaid bid:

1. To sign and submit Tender and participate in the aforesaid bid of the Northern Railway on behalf of the firm.
2. To sign and submit all the necessary papers, letters, forms, quotes, bids etc. on behalf of firm.
3. To negotiate, discuss, agree to make any amendments, alterations or modifications thereto and to make representations, submit papers, affidavits and to do any other act and complete requisite formalities on behalf of the firm in connection with completion of aforesaid tender work and to enter into liability against the firm.
4. To sign, execute the contract with Northern Railway for and on behalf of the firm.
5. And generally to do all such acts, deeds or things as may be necessary or proper for the purposes mentioned above.

We on behalf of firm undertake that it shall not cancel or amend this power of Attorney without obtaining previous written consent of Northern Railway.

Signature of Tenderer

Signature of Tendering Authority

We on behalf of firm hereby agree that all acts, deeds or things lawfully done by the said Attorneys or either of them under the authority of this power shall be construed as acts, deeds and things done by the firm and we hereby undertakes to confirm and ratify all and whatsoever the said Attorneys or either of them shall lawfully do or cause to be done by virtue of the powers hereby given.

That we/our Firm is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender / contracts as on the date of opening of bids, either in their individual capacity or in any firm in which they were / are partners. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.

Specimen signatures of the Attorney are appended below.

IN WITNESS WHEREOF this deed has been signed and sealed by us the under named, on this..... day of..... 20.... , in presence of:

WITNESSES:

| | |
|-----------------------------------|---|
| 1. Signature Name: Address: | Executants Partners (Name) (Signature) 1..... 2. 3. 4. |
| 2. Signature Name: Address: | |

Specimen Signatures of Attorney Holder(s) in token of acceptance:

(1) Name..... Signature.....

(2) Name..... Signature.....

Executed and Signed before me on this.....day of At
(place).

(Seal and signature of Notary Public)

Notes:

1. In this format space has been provided for entering details of four partners & two attorney holders however if the number vary details may accordingly be entered.
2. The document should be notarized at its place of execution (Place of signing the document).
3. Each page of the document should be signed by executants.
4. The power of attorney should be notarized/registered.

Signature of Tenderer

Signature of Tendering Authority

Annexure-O-3**POWER-OF-ATTORNEY ON BEHALF OF THE JOINT VENTURE**

**(To be executed non judicial stamp paper of appropriate value as per law of state concerned-
Non Judicial stamp paper should be purchased in the name of the members of Joint Venture)**

KNOW ALL MEN BY THESE PRESENTS THAT WE THE PARTIES whose details are given here under:

1. (name of constituent).....(address) as the first party.
2. (name of constituent).....(address) as the second party.

Have entered into a Joint Venture agreement for the purpose of securing the work advertised by Northern Railway vide NIT No.....details of works are as under: “.....”

The aforesaid Joint Venture shall be known by the name “.....” (Hereinafter called the Joint Venture which Expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns.

We the above said parties, through this power of Attorney do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms. _____ S/o Shri _____ (address) who is presently holding the position of inthe firm/ company as our true and lawful attorney (hereinafter referred to as “Attorney”) of the Joint Venture under whose digital signature key the tender document shall be uploaded on behalf of JV to jointly or severally exercise all or any of the following powers for and on behalf of “ (name of JV) in connection with aforesaid bid:

1. To sign and submit Tender and participate in the aforesaid bid of the Northern Railway on behalf of the Joint Venture.
2. To sign and submit all the necessary papers, letters, forms, quotes, bids etc. on behalf of Joint Venture
3. To negotiate, discuss, agree to make any amendments, alterations or modifications thereto and to make representations, submit papers, affidavits and to do any other act and complete requisite formalities on behalf of the Joint Venture in connection with completion of aforesaid tender work and to enter into liability against the Joint Venture.
4. To sign, execute the contract with Northern Railway for and on behalf of the Joint Venture.
5. And generally to do all such acts, deeds or things as may be necessary or proper for the purposes mentioned above on behalf of Joint Venture.

Signature of Tenderer

Signature of Tendering Authority

The Joint Venture agrees and undertakes that in the event of any change in the constitution of the Joint Venture the rights and obligations of the Joint Venture shall continue to be in full force without any effect thereof.

We all the members of Joint Venture undertake that we shall not cancel or amend this Power of Attorney unilaterally and without prior written consent of Northern Railway.

AND the Joint Venture hereby agrees that all acts, deeds or things lawfully done by the said Attorneys or either of them under the authority of this power shall be construed as acts, deeds and things done by the Joint Venture and the Company hereby undertakes to confirm and ratify all and whatsoever the said Attorneys or either of them shall lawfully do or cause to be done by virtue of the powers hereby given.

IN WITNESS WHEREOF the members constituting the Joint Venture as aforesaid have executed these present, on this..... day of..... 20...., under the common seal(s)/seals of their companies and/or firms(s), in presence of:

WITNESSES:

1. Signature
Name:
Address:

Signature of authorized signatories & their
Seals:

1. First Party (signature)
Name:
Seal

2. Signature
Name:
Address:

2. Second Party (signature)
Name:
Seal

Specimen Signatures of Attorney Holder in token of acceptance:

Name.....Signature.....

Executed and Signed before me on this.....day of At
..... (place).

(Seal and signature of Notary Public)

Notes: 1. In this format space has been provided for entering details of two constituents of the JV however if the number vary the details may accordingly be entered.

2. The document should be notarized at its place of execution (Place of signing the document)..

3. Each page of the document should be signed by executants

Signature of Tenderer

Signature of Tendering Authority

Annexure-O-4

**CONSENT OF PARTNERS OF PARTNERSHIP FIRM FOR SIGNING JOINT VENTURE
(to be executed on non-judicial stamp paper as per tender conditions-Non Judicial stamp paper
should be purchased in the name of partners of the firm)**

KNOW ALL MEN BY THESE PRESENTS: WHEREAS WE:

- (1)..... S/o Shri..... R/o.....
(2)..... S/o Shri..... R/o.....

all are the partners of a partnership firm namely M/S(Name of firm) hereinafter referred to as 'firm', which is registered at Registration No.....by Registrar of Firms..... The firm is having its head office at.....

AND WHEREAS it has come to our knowledge that NIT No. has been issued by Northern Railway for the work namely “.....”

We all the above named partners on behalf of the above named firm hereby give our consent to participate in the above tender in Joint Venture.

Further we all the above named partners on behalf of the above named firm hereby give our consent to enter in to Joint Venture agreement, with M/S..... & M/S..... (name of other constituent(s) of joint venture) and to participate in tender as Joint Venture aforesaid.

That we/our Firm 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 he 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.

Date:

Place:

Executants Partners

(Name)

(Signature)

1.....

.....

2.

.....

(Seal and signature of Notary Public)

Notes: 1. In this format space has been provided for entering details of four partners and two JV constituents however if the number vary details may accordingly be entered.

2. The document should be notarized at its place of execution (Place of signing the document)..

3. Each page of the document should be signed by executants.

Signature of Tenderer

Signature of Tendering Authority

Annexure-O-5**POWER-OF-ATTORNEY FOR SIGNING JOINT VENTURE AGREEMENT ON BEHALF OF PARTNERSHIP FIRM**

**(To be executed non judicial stamp paper of appropriate value as per law of state concerned-
Non Judicial stamp paper should be purchased in the name of partners of the firm)**

KNOW ALL MEN BY THESE PRESENTS: WHEREAS WE

(1)..... S/o Shri..... R/o.....
(2)..... S/o Shri..... R/o.....

All are the partners of a partnership firm namely M/s.Name of firm) hereinafter referred to as 'firm', which is registered at Registration No.....by Registrar of Firms..... The firm is having its head office at..... (hereinafter to be referred as the 'Firm').

AND WHEREAS we all the above named partners have on.....(date) given our consent on behalf of firm to participate in the tender No. issued by Northern Railway for the work namely "....." in Joint Venture with M/S.....& M/S.....

We the above named partners of above named firm do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms. S/o Shri..... (address) & Mr./ Ms. S/o Shri..... (address) as our true and lawful attorney (hereinafter referred to as "Attorney") of the firm to jointly or severally exercise all or any of the following powers for and on behalf of M/S (name of firm) in connection with aforesaid bid:

1. To enter into and execute and sign JOINT VENTURE agreement, on behalf of our firm with M/S.....& M/S.....
2. To sign and submit all the necessary papers, letters, forms, quotes, bids etc. in connection with aforesaid bid.
3. To negotiate, discuss, agree to make any amendments, alterations or modifications thereto and to make representations, submit papers, affidavits and to do any other act and complete requisite formalities on behalf of the firm in connection with completion of aforesaid tender work and to enter into liability against the firm.
4. To sign, execute the contract with Northern Railway for and on behalf of the firm.
5. And generally to do all such acts, deeds or things as may be necessary or proper for the purposes mentioned above and to enter into liability against the firm.
6. That we/our Firm 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 he 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.

Signature of Tenderer

Signature of Tendering Authority

We on behalf of firm undertake that it shall not cancel or amend this power of Attorney without obtaining previous written consent of Northern Railway.

We on behalf of firm hereby agree that all acts, deeds or things lawfully done by the said Attorneys or either of them under the authority of this power shall be construed as acts, deeds and things done by the firm and we hereby undertakes to confirm and ratify all and whatsoever the said Attorneys or either of them shall lawfully do or cause to be done by virtue of the powers hereby given.

Specimen signatures of the Attorney are appended below.

IN WITNESS WHEREOF this deed has been signed and sealed by us the under named, on
this..... day of..... 20.... , in presence of:

WITNESSES:

1. Signature Executants Partners
(Name) (Signature)

Name:

Address: 1.....
2.

1. Signature

Name:

Address:

Specimen Signatures of Attorney Holder(s) in token of acceptance:

(1) Name.....Signature.....

(2) Name.....Signature.....

Executed and Signed before me on this.....day of At
(place).

(Seal and signature of Notary Public)

Notes: 1. In this format space has been provided for entering details of four partners, two constituents of JV and two attorney holders, however if the number vary the details may accordingly be entered.

2. The document should be notarized at its place of execution.

3. Each page of the document should be signed by executants.

Signature of Tenderer

Signature of Tendering Authority

Annexure-O-6**AFFIDAVIT BY SOLE PROPRIETORSHIP FIRM WHEN PARTICIPATING IN JOINT VENTURE**

**(To be executed non judicial stamp paper of appropriate value as per law of state concerned-
Non Judicial stamp paper should be purchased in the name of proprietor of the firm)**

I.....S/o Shri.....aged aboutyears
R/o.....do hereby solemnly affirm and declare as under:

1. That I am running a business in the name and style of M/s..... which is a sole proprietorship firm and which has got GST registration No.....
2. That I am the sole proprietor of the said firm M/S
3. That the Head office of the above named firm is situated at.....
4. That I through my above named firm shall participate in the tender No. issued by Northern Railway for the work namely “.....” in Joint Venture and for the purpose shall enter into and execute joint venture agreement with M/S & M/S (name of other constituent(s) of joint venture).
5. That we/our Firm 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 he 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.

DEPONENT

Verification:

Verified at.....on thisday of.....that the contents of my above affidavit are true and correct to the best of my knowledge and belief and nothing material has been concealed there from.

DEPONENT

(Seal and signature of Notary Public)

Notes: 1. In this format space has been provided for entering details of two constituents of the JV however if the number vary details may accordingly be entered.

2. The document should be notarized at its place of execution (Place of signing the document)..

3. Each page of the document should be signed by executants.

Signature of Tenderer

Signature of Tendering Authority

Annexure-O-7

Board's Resolution of company for entering into Joint Venture (To be printed on Company's letter head)

EXTRACT OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF (Company Name) _____ (CIN _____) (hereinafter referred to as company) HELD ON (Date) _____ AT (Address) _____

Whereas the Board has been described about NIT No. _____ issued by Northern Railway for the work namely “_____”.

Board discussed the matter and after discussion following resolution was passed:

RESOLVED THAT the company (company name) shall participate in the above tender in Joint Venture and for the purpose the company shall enter into and execute joint venture agreement, with M/S _____ & M/S _____ (name of other constituent(s) of joint venture).

Resolved further that the Board authorizes, Mr./ Ms. _____ & Mr./ Ms. _____ (name and designation) of the company, to jointly or severally, sign joint venture agreement, and to sign such other documents and to do any other act and complete requisite formalities on behalf of the company in connection with completion of aforesaid tender work and to enter into liability against the company.

Resolved further that Board authorizes Mr./Ms. _____ (name and designation) of the company to execute Power of Attorney in terms of this resolution in favor of Mr./Ms. _____ & Mr./Ms. _____ the person(s) above named.

The acts done and documents executed by such above named authorized person(s) shall be binding on the company.

For the Organization,

(Seal of company & Signature of authorized person)

Name: _____

Designation: _____

Place:

Dated:

Executed and Signed before me on this.....day ofAt (place).

(Seal and signature of Notary Public)

Signature of Tenderer

Signature of Tendering Authority

Notes: 1. In this format space has been provided for entering details of two constituents of the JV and two authorized persons however if the number vary details may accordingly be entered.

2. The document should be notarized at its place of execution (Place of signing the document)..

3. Each page of the document should be signed by authorized signatory(s).

4. Any person / director should not be authorized to execute Power of Attorney in his own favor.

Signature of Tenderer

Signature of Tendering Authority

Annexure-O-8**POWER-OF-ATTORNEY BY A COMPANY (incorporated under companies Act) for entering into JOINT VENTURE AGREEMENT.**

**(to be executed non judicial stamp paper of appropriate value as per law of state concerned-
Non Judicial stamp paper should be purchased in the name of the company)**

KNOW ALL MEN BY THESE PRESENTS: WHEREAS M/S
..... (name of company & CIN number) is a
Company registered under the Companies Act, 2013, and having its registered office
at..... (Hereinafter called the 'Company').

AND WHEREAS by its resolution No..... passed in the meeting held
on..... of the Board of directors of the company the company (company name) has
decided to participate in the tender No. _____ issued by
Northern Railway for the work namely
“ _____ ”

in Joint Venture and for the purpose the company shall enter into and execute joint venture
agreement with M/S _____ & M/S _____ (name of
other constituent(s) of joint venture) AND THAT M/S _____ (name of the
lead member of joint venture) shall act as the lead member of above mentioned joint venture.

I.....(name and designation) the authorized
representative of M/S (name
of company) duly authorized in this behalf by aforesaid resolution do hereby irrevocably constitute,
nominate, appoint and authorize Mr./ Ms.
_____ (designation) _____ (address) & Mr./ Ms. Mr./ Ms.
_____ (designation) _____ (address) who is/are presently
holding the above mentioned position in the company as our true and lawful attorney (hereinafter
referred to as “Attorney”) of the company to jointly or severally exercise all or any of the following
powers for and on behalf of M/S
..... (Name of company & CIN number) in
connection with aforesaid bid:

1. To enter into and execute and sign JOINT VENTURE agreement, draft of which has been approved by the company, on behalf of the company with above named constituents for participating in the aforesaid bid of the Northern Railway on behalf of the company.
2. To sign and submit all the necessary papers, letters, forms, quotes, bids etc.
3. To do any other act and complete requisite formalities on behalf of the company in connection with completion of aforesaid tender work and to enter into liability against the company.
4. And generally to do all such acts, deeds or things as may be necessary or proper for the purposes mentioned above.
5. That we/our (Name of 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

Signature of Tenderer

Signature of Tendering Authority

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.

The company agrees and undertakes that in the event of any change in the constitution of the company the rights and obligations of the company shall continue to be in full force without any effect thereof.

The company undertakes that it shall not cancel or amend this power of Attorney without obtaining previous written consent of Northern Railway.

AND the Company hereby agrees that all acts, deeds or things lawfully done by the said Attorneys or either of them under the authority of this power shall be construed as acts, deeds and things done by the Company and the Company hereby undertakes to confirm and ratify all and whatsoever the said Attorneys or either of them shall lawfully do or cause to be done by virtue of the powers hereby given.

IN WITNESS WHEREOF this deed has been signed and sealed by Shri.....(name and designation), on this..... day of..... 20... , in presence of:

WITNESSES:

1. Signature
Name:
Address:

Executants' Signature& Seal of company:
Name:
Designation:

2. Signature
Name:
Address:

Specimen Signatures of Attorney Holder in token of acceptance:

(1)NameSignature.....

(2)NameSignature.....

Executed and Signed before me on this.....day of At
.....(place).

(Seal and signature of Notary Public)

Notes: 1. In this format space has been provided for entering details of two constituents of the JV and two authorized persons/attorney holders however if the number vary the details may accordingly be entered.

2. The document should be notarized at its place of execution (Place of signing the document)..

Signature of Tenderer

Signature of Tendering Authority

3. Each page of the document should be signed by executants.

4. Executant and Power of Attorney holder should not be the same person.

Signature of Tenderer

Signature of Tendering Authority

Annexure-O-9**POWER-OF-ATTORNEY FOR SIGNING OF BID (when Tenderer is company incorporated under companies Act)**

**(To be executed non judicial stamp paper of appropriate value as per law of state concerned-
Non Judicial stamp paper should be purchased in the name of the company)**

KNOW ALL MEN BY THESE PRESENTS: WHEREAS M/s
..... (name of company & CIN number) is a
Company registered under the Companies Act, 2013, and having its registered office
at..... (here in after called the 'Company').

AND WHEREAS by its resolution No..... passed in the meeting held
on..... of the Board of directors of the company the company (company name) have
decided to participate in the tender No. issued by
Northern Railway for the work namely
“ .. ”

I.....(name and designation) the authorized
representative of M/S (name
of company) duly authorized in this behalf by aforesaid resolution do hereby irrevocably constitute,
nominate, appoint and authorize Mr./ Ms.
.....(designation).....(address) & Mr./ Ms. Mr./ Ms.
.....(designation).....(address) who is/are presently
holding the above mentioned position in the company as our true and lawful attorney (hereinafter
referred to as “Attorney”) of the company to jointly or severally exercise all or any of the following
powers for and on behalf of M/S
..... (name of company & CIN number) in
connection with aforesaid bid:

1. To sign and submit Tender and participate in the aforesaid bid of the Northern Railway on behalf of the company.
2. To sign and submit all the necessary papers, letters, forms, quotes, bids etc.
3. To negotiate, discuss, agree to make any amendments, alterations or modifications thereto and to make representations, submit papers, affidavits and to do any other act and complete requisite formalities on behalf of the company in connection with completion of aforesaid tender work and to enter into liability against the company.
4. To sign, execute the contract with Northern Railway for and on behalf of the company.
5. And generally to do all such acts, deeds or things as may be necessary or proper for the purposes mentioned above.

The company agrees and undertakes that in the event of any change in the constitution of the company the rights and obligations of the company shall continue to be in full force without any effect thereof.

The company undertakes that it shall not cancel or amend this power of Attorney without obtaining previous written consent of Northern Railway.

Signature of Tenderer

Signature of Tendering Authority

AND the Company hereby agrees that all acts, deeds or things lawfully done by the said Attorneys or either of them under the authority of this power shall be construed as acts, deeds and things done by the Company and the Company hereby undertakes to confirm and ratify all and whatsoever the said Attorneys or either of them shall lawfully do or cause to be done by virtue of the powers hereby given.

That our 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.

IN WITNESS WHEREOF this deed has been signed and sealed by Shri.....(name and designation), on this..... day of..... 20.... , in presence of:

WITNESSES:

1. Signature
Name:
Address:

Executants' Signature & Seal of company:
Name:
Designation:

2. Signature
Name:
Address:

Specimen Signatures of Attorney Holder(s) in token of acceptance:

(1) Name Signature.....

(2) Name..... Signature.....

Executed and Signed before me on this.....day of At
.....(place).

(Seal and signature of Notary Public)

Notes: 1. In this format space has been provided for entering details of two authorized persons/attorney holders however if the number vary details may accordingly be entered.

2. The document should be notarized at its place of execution (Place of signing the document)..

3. Each page of the document should be signed by executants.

4. Executant and Power of Attorney holder should not be the same person.

Signature of Tenderer

Signature of Tendering Authority

Annexure-O-10**Board's Resolution of company incorporated under companies Act for submitting Tender by company (To be printed on company's letter head)**

EXTRACT OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF
 DIRECTORS OF (Company Name)
 _____ (CIN _____) (hereinafter referred to
 as company) HELD ON (Date) _____ AT (Address)

Whereas the Board has been described about NIT No. _____
 issued by Northern Railway for the work namely
 “_____”. Board discussed the matter and
 after discussion following resolution was passed:

RESOLVED THAT the company (company name) shall participate in the above tender.

Resolved further that the Board authorizes, Mr./ Ms. _____ & Mr./ Ms.
 _____ (name and designation) of the company, to jointly or severally sign
 and submit all the necessary papers, letters, forms, quotes, bids etc., negotiate, discuss, agree to make
 any amendments, alterations or modifications thereto and to make representations, submit papers,
 affidavits and to do any other act and complete requisite formalities on behalf of the company in
 connection with completion of aforesaid tender work and to enter into liability against the company.

Resolved further that Board authorizes Mr./Ms. _____ (name and
 designation) of the company to execute Power of Attorney in terms of this resolution in favor of
 Mr./Ms. _____ & Mr./Ms. _____ the
 person(s) above named.

The acts done and documents executed by such above named authorized person(s) shall be binding
 on the company.

For the Organization,

(Seal of company & Signature of authorized person)

Name: _____

Designation: _____

Place:

Dated:

Executed and Signed before me on this.....day of At
(place).

Signature of Tenderer

Signature of Tendering Authority

(Seal and signature of Notary Public)

Notes: 1. In this format space has been provided for entering details of two authorized persons however if the number vary details may accordingly be entered.

2. The document should be notarized at its place of execution (Place of signing the document)..

3. Each page of the document should be signed by authorized signatory(s).

4. Any person / director should not be authorized to execute Power of Attorney in his own favour.

Signature of Tenderer

Signature of Tendering Authority

Annexure: O-11**POWER-OF-ATTORNEY FOR SIGNING OF BID (when Tenderer is LLP Firm incorporated under LLP Act)**

**(to be executed non judicial stamp paper of appropriate value as per law of state concerned-
Non Judicial stamp paper should be purchased in the name of the LLP Firm)**

KNOW ALL MEN BY THESE PRESENTS: WHEREAS M/S
..... (name of LLP & LLPIN number) is a LLP Firm
registered under the LLP Act, 2008, and having its registered office
at..... (hereinafter called the 'LLP').

AND WHEREAS by its resolution No..... passed in the meeting held
on..... of the Partners of the LLP the LLP..... (LLP name) have
decided to participate in the tender No. issued by
Northern Railway for the work namely
“ ”

I.....name and designation) the authorized
representative of M/S (name
of LLP) duly authorized in this behalf by aforesaid resolution do hereby irrevocably constitute,
nominate, appoint and authorize Mr./Ms.
..... (designation) (address) & Mr./ Ms./Mr./Ms.
..... (designation) (address) who is/are presently holding
the above mentioned position in the LLP as our true and lawful attorney (hereinafter referred to as
“Attorney”) of the LLP to jointly or severally exercise all or any of the following powers for and on
behalf of M/S (name of LLP
& LLPIN number) in connection with aforesaid bid:

1. To sign and submit Tender and participate in the aforesaid bid of the Northern Railway on behalf of the LLP.
2. To sign and submit all the necessary papers, letters, forms, quotes, bids etc.
3. To negotiate, discuss, agree to make any amendments, alterations or modifications thereto and to make representations, submit papers, affidavits and to do any other act and complete requisite formalities on behalf of the LLP in connection with completion of aforesaid tender work and to enter into liability against the LLP.
4. To sign, execute the contract with Northern Railway for and on behalf of the LLP.
5. And generally to do all such acts, deeds or things as may be necessary or proper for the purposes mentioned above.

The LLP agrees and undertakes that in the event of any change in the constitution of the LLP, the rights and obligations of the LLP shall continue to be in full force without any effect thereof.

The LLP undertakes that it shall not cancel or amend this power of Attorney without obtaining previous written consent of Northern Railway.

AND the LLP hereby agrees that all acts, deeds or things lawfully done by the said Attorneys or either of them under the authority of this power shall be construed as acts, deeds and things done by

Signature of Tenderer

Signature of Tendering Authority

the LLP and the LLP hereby undertakes to confirm and ratify all and whatsoever the said Attorneys or either of them shall lawfully do or cause to be done by virtue of the powers hereby given.

That our LLP 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 JV in which the LLP was / is a member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.

IN WITNESS WHEREOF this deed has been signed and sealed by Shri..... (name and designation), on this..... day of..... 20...., in presence of:

WITNESSES:

1. Signature

Name:

Address:

Signatures of authorized representative & Seal of LLP:

Name of authorized representative(Executant):

Designation:

2. Signature

Name:

Address:

Specimen Signatures of Attorney Holder(s) in token of acceptance:

(1)Name Signature.....

(2Name).....Signature.....

Executed and Signed before me on this.....day of At (place).

(Seal and signature of Notary Public)

Notes: 1. In this format space has been provided for entering details of two authorized persons/attorney holders however if the number vary details may accordingly be entered.

2. The document should be notarized at its place of execution (Place of signing the document)..

3. Each page of the document should be signed by executants.

Signature of Tenderer

Signature of Tendering Authority

Annexure: O-12**Partner's Resolution of LLP Firm incorporated under LLP Act for submitting Tender by LLP firm (To be printed on Firm's letter head)**

EXTRACT OF THE RESOLUTION PASSED AT THE MEETING OF THE PARTNERS OF _____ (LLP Name) having LLPIN _____ of 20..... (hereinafter referred to as LLP) HELD ON (Date) _____ AT (Address) _____

Whereas the Board has been described about NIT No. _____ issued by Northern Railway for the work namely "_____".

Partners discussed the matter and after discussion following resolution was passed:

RESOLVED THAT the LLP (LLP name) shall participate in the above tender.

Resolved further that the LLP/Partners authorize(s), Mr./ Ms. _____ & Mr./ Ms. _____ (name and designation) of the LLP, to jointly or severally sign and submit all the necessary papers, letters, forms, quotes, bids etc., negotiate, discuss, agree to make any amendments, alterations or modifications thereto and to make representations, submit papers, affidavits and to do any other act and complete requisite formalities on behalf of the LLP in connection with completion of aforesaid tender work and to enter into liability against the LLP.

Resolved further that LLP/Partners authorize(s) _____ Mr./Ms. _____ (name and designation) of the LLP to execute Power of Attorney in terms of this resolution in favor of Mr./Ms. _____ & Mr./Ms. _____ the person(s) above named.

The acts done and documents executed by such above named authorized person(s) shall be binding on the LLP.

For the Organization,

(Seal of LLP& Signature of authorized person)

Name of authorized person: _____

Designation: _____

Place:

Dated:

Executed and Signed before me on this.....day of At(place).

(Seal and signature of Notary Public)

Notes: 1. In this format space has been provided for entering details of two authorized persons however if the number vary details may accordingly be entered.

2. The document should be notarized at its place of execution (Place of signing the document)..

Signature of Tenderer

Signature of Tendering Authority

3. Each page of the document should be signed by authorized signatory(s).

Signature of Tenderer

Signature of Tendering Authority

Annexure: O-13

Partner's Resolution of LLP Firm for entering into Joint Venture (To be printed on LLP Firm's letter head)

EXTRACT OF THE RESOLUTION PASSED AT THE MEETING OF THE PARTNERS OF _____ (LLP Name) having LLPIN _____ of 20.....)(hereinafter referred to as LLP) HELD ON (Date) _____ AT (Address) _____

Whereas the Partners have been described about NIT No. _____ issued by Northern Railway for the work namely "_____".

Partners discussed the matter and after discussion following resolution was passed:

RESOLVED THAT the LLP..... (LLP name) shall participate in the above tender in Joint Venture and for the purpose the LLP shall enter into and execute joint venture agreement, with M/s _____ & M/s _____ (name of other constituent(s) of joint venture).

Resolved further that the LLP/Partners authorize(s), Mr./ Ms. _____ & Mr./ Ms. _____ (name and designation) of the LLP, to jointly or severally, sign joint venture agreement, and to sign such other documents and to do any other act and complete requisite formalities on behalf of the LLP in connection with completion of aforesaid tender work and to enter into liability against the LLP.

Resolved further that LLP/Partners authorize(s) Mr./Ms. _____ (name and designation) of the LLP to execute Power of Attorney in terms of this resolution in favour of Mr./Ms. _____ & Mr./Ms. _____ the person(s) above named.

The acts done and documents executed by such above named authorized person(s) shall be binding on the LLP.

For the Organization,

(Seal of LLP & Signature of authorized person)

Name of authorized person: _____

Designation: _____

Place:

Dated:

Executed and Signed before me on this.....day of At(place).

(Seal and signature of Notary Public)

Signature of Tenderer

Signature of Tendering Authority

Notes: 1. In this format space has been provided for entering details of two constituents of the JV and two authorized persons however if the number vary details may accordingly be entered.

2. The document should be notarized at its place of execution (Place of signing the document)..

3. Each page of the document should be signed by authorized signatory(s).

Signature of Tenderer

Signature of Tendering Authority

Annexure: O-14**POWER of ATTORNEY BY A LLP Firm (incorporated under LLP Act) for entering into
JOINT VENTURE AGREEMENT.**

**(To be executed non judicial stamp paper of appropriate value as per law of state concerned-
Non Judicial stamp paper should be purchased in the name of the LLP)**

KNOW ALL MEN BY THESE PRESENTS: WHEREAS M/S
..... (name of LLP & LLPIN number) is a LLP
registered under the LLP Act, 2008, and having its registered office at..... (Hereinafter
called the 'LLP').

AND WHEREAS by its resolution No..... passed in the meeting held
on..... of the Partners of the LLP, the LLP..... (LLP name)
has decided to participate in the tender No. _____ issued by
Northern Railway for the work namely “ _____ ”

in Joint Venture and for the purpose the LLP shall enter into and execute joint venture agreement
with M/S _____ & M/S _____ (name of other
constituent(s) of joint venture) AND THAT M/S _____ (name of the lead
member of joint venture) shall act as the lead member of above mentioned joint venture.

I.....(name and designation) the authorized
representative of M/S (name
of LLP) duly authorized in this behalf by aforesaid resolution do hereby irrevocably constitute,
nominate, appoint and authorize Mr./ Ms.
_____ (designation) _____ (address) & Mr./ Ms. Mr./ Ms.
_____ (designation) _____ (address) who is/are presently
holding the above mentioned position in the LLP as our true and lawful attorney (hereinafter referred
to as “Attorney”) of the LLP to jointly or severally exercise all or any of the following powers for
and on behalf of M/S (Name
of LLP & LLPIN number) in connection with aforesaid bid:

1. To enter into and execute and sign JOINT VENTURE agreement, draft of which has been approved by the LLP, on behalf of the LLP with above named constituents for participating in the aforesaid bid of the Northern Railway on behalf of the LLP.
2. To sign and submit all the necessary papers, letters, forms, quotes, bids etc.
3. To do any other act and complete requisite formalities on behalf of the LLP in connection with completion of aforesaid tender work and to enter into liability against the LLP.
4. And generally to do all such acts, deeds or things as may be necessary or proper for the purposes mentioned above.
5. That we/our Firm 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 he 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.

The LLP agrees and undertakes that in the event of any change in the constitution of the LLP, the rights and obligations of the LLP shall continue to be in full force without any effect thereof.

Signature of Tenderer

Signature of Tendering Authority

The LLP undertakes that it shall not cancel or amend this power of Attorney without obtaining previous written consent of Northern Railway.

AND the LLP hereby agrees that all acts, deeds or things lawfully done by the said Attorneys or either of them under the authority of this power shall be construed as acts, deeds and things done by the LLP and the LLP hereby undertakes to confirm and ratify all and whatsoever the said Attorneys or either of them shall lawfully do or cause to be done by virtue of the powers hereby given.

IN WITNESS WHEREOF this deed has been signed and sealed by Shri.....(name and designation), on this..... day of..... 20....., in presence of:

WITNESSES:

1. Signature
Name:
Address:

Signatures of authorized representative & Seal
of LLP:

Name of authorized representative:
Designation:

2. Signature
Name:
Address:

Specimen Signatures of Attorney Holder in token of acceptance:

(1) NameSignature.....

(2) NameSignature.....

Executed and Signed before me on this.....day of At
.....(place).

(Seal and signature of Notary Public)

Notes: 1. In this format space has been provided for entering details of two constituents of the JV and two authorized persons/attorney holders however if the number vary the details may accordingly be entered.

2. The document should be notarized at its place of execution (Place of signing the document).

3. Each page of the document should be signed by executants.

Signature of Tenderer

Signature of Tendering Authority

Annexure-O-15**AFFIDAVIT BY HUF****(To be executed non judicial stamp paper of appropriate value as per law of state concerned-****Non Judicial stamp paper should be purchased in the name of HUF**

I.....S/o Shriaged aboutyears
 R/o.....and as Karta of my
 Hindu Undivided Family (HUF) affirm on oath and declare as under:-

1. That I am Karta of our HUF which is known as -----(HUF)
2. That as on today, name of coparceners (including name of Karta) of our above said HUF, their father name and their addresses are as under:-

| S.No. | Name of Coparceners | Name of Father | Address |
|-------|---------------------|----------------|---------|
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| 5. | | | |

3. That the above said HUF in existence since----- (Date of incorporation of HUF).

4. That I, in the position of KARTA of Hindu Undivided Family (HUF) am submitting the tender on behalf of HUF and declare that the acts done and documents executed by me shall be binding on the HUF, M/s-----

5. That I/HUF Firm 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 he 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.

DEPONENT

Verification:

Verified at.....on thisday of.....that the contents of my above affidavit are true and correct to the best of my knowledge and belief and nothing material has been concealed therefrom.

DEPONENT

Karta of HUF-M/s-----

(Seal and signature of Notary Public)

- Notes: 1. The document should be notarized at its place of execution (Place of signing the document).
 2. Each page of the document should be signed by executants.

Signature of Tenderer

Signature of Tendering Authority

Annexure: O-16**POWER-OF-ATTORNEY FOR SIGNING OF BID (when Tenderer is Registered Society or Registered Trust Registered under Society Registration Act, 1860 or The Indian Trust Act, 1882)**

**(to be executed non judicial stamp paper of appropriate value as per law of state concerned-
Non Judicial stamp paper should be purchased in the name of the Registered Society or Registered Trust)**

KNOW ALL MEN BY THESE PRESENTS: WHEREAS M/S
..... (Name of Registered Society or Registered Trust & Registered Society having Registration number) is a Registered Society or Registered Trust and having its registered office at.....
(hereinafter called the 'Registered Society or Registered Trust').

AND WHEREAS by its resolution No..... passed in the meeting held on..... of the Partners of the Registered Society or Registered Trust have decided to participate in the tender No. issued by Northern Railway for the work namely “.....”

I.....name and designation) the authorized representative of M/S (name of Registered Society or Registered Trust) duly authorized in this behalf by aforesaid resolution do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms. (designation) (address) & Mr./ Ms./Mr./Ms. (designation) (address) who is/are presently holding the above mentioned position in the Registered Society or Registered Trust as our true and lawful attorney (hereinafter referred to as “Attorney”) of the Registered Society or Registered Trust to jointly or severally exercise all or any of the following powers for and on behalf of M/S (Name of Registered Society or Registered Trust having registration number..... in connection with aforesaid bid:

6. To sign and submit Tender and participate in the aforesaid bid of the Northern Railway on behalf of the Registered Society /Registered Trust.
7. To sign and submit all the necessary papers, letters, forms, quotes, bids etc.
8. To negotiate, discuss, agree to make any amendments, alterations or modifications thereto and to make representations, submit papers, affidavits and to do any other act and complete requisite formalities on behalf of the Registered Society /Registered Trust in connection with completion of aforesaid tender work and to enter into liability against the Registered Society /Registered Trust.
9. To sign, execute the contract with Northern Railway for and on behalf of the Registered Society / Registered Trust.
10. And generally to do all such acts, deeds or things as may be necessary or proper for the purposes mentioned above.

Signature of Tenderer

Signature of Tendering Authority

The Registered Society /Registered Trust agrees and undertakes that in the event of any change in the constitution of the Registered Society / Registered Trust, the rights and obligations of the Registered Society / Registered Trust shall continue to be in full force without any effect thereof.

The Registered Society / Registered Trust undertakes that it shall not cancel or amend this power of Attorney without obtaining previous written consent of Northern Railway.

AND the Registered Society / Registered Trust hereby agrees that all acts, deeds or things lawfully done by the said Attorneys or either of them under the authority of this power shall be construed as acts, deeds and things done by the Registered Society / Registered Trust and the Registered Society / Registered Trust hereby undertakes to confirm and ratify all and whatsoever the said Attorneys or either of them shall lawfully do or cause to be done by virtue of the powers hereby given.

That our Registered Society / Registered Trust 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 JV in which the Registered Society / Registered Trust was / is a member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.

IN WITNESS WHEREOF this deed has been signed and sealed by Shri..... (name and designation), on this..... day of..... 20.... , in presence of:

WITNESSES:

3. Signature

Name:

Address:

Signatures of authorized representative & Seal
of Registered Society / Registered Trust:

Name of authorized representative(Executant):

Designation:

4. Signature

Name:

Address:

Specimen Signatures of Attorney Holder(s) in token of acceptance:

(1)Name Signature.....

(2Name).....Signature.....

Signature of Tenderer

Signature of Tendering Authority

Executed and Signed before me on this.....day of At
..... (place).

(Seal and signature of Notary Public)

Notes: 1. In this format space has been provided for entering details of two authorized persons/attorney holders however if the number vary details may accordingly be entered.

2. The document should be notarized at its place of execution (Place of signing the document)..

3. Each page of the document should be signed by executants.

Signature of Tenderer

Signature of Tendering Authority

Annexure-P-1

Request letter from Executive branch to Accounts Office for opening of LC

Office of..... Railway

No. _____

Dated _____

The PFA/Sr.DFM/Dy.FA
HQ/Division/Workshop/ Cost.

Sub: Opening of LC

Ref: Supply Order/Contract Agreement No.

It is requested to open a sight LC against the above referred Order/Agreement in favour of _____ . The details of beneficiary are as under:

- (i) Name of Contractor/Supplier
- (ii) Vender Code
- (iii) Address
- (iv) Tender No.
- (v) Contract Agreement No.
- (vi) Description of Goods/Service
- (vii) Value of Contract
- (viii) Stages of payment
- (ix) Expected payment within 6 months (LC Amount)
- (x) Beneficiary bank details
 - a) Bank name
 - b) Address
 - c) Account No.
 - d) IFSC code
- (xi) Validity/Period for which LC is to be opened:

It is certified that the supplier/contractor has exercised the option of taking payment due against the tender, through LC arrangement in IREPS portal at the time of bidding itself and the option has been flagged in the IREPS. This has the approval of _____. (Signature)

Name _____

Designation _____

(Official Seal)

Signature of Tenderer

Signature of Tendering Authority

Annexure-P-2

LCDA No. (18 DIGIT IPAS GENERATED NO.)

Dated: _____

DOCUMENT OF AUTHORIZATION

Reference: (i) Works Contract/supply Contract No. _____ Dated _____

(ii) Inland Letter of Credit No. _____ Dated _____

This document is issued against contract No. (FROM IREPS) ----- Dated-----for
supply/work of. (DESCRIPTION OF GOODS/WORKS FROM
IREPS) -----

The beneficiary of the aforementioned Letter of Credit M/s. (NAME AND VENDOR
CODE) (Vender Code. as per IRPES.) is entitled to receive
payment aggregating INR----\$\$\$----- (FROM ABSTRACT OF BILL PASSED). Out of a total LC
amount of INR..... (FROM MASTER TABLE OF LC OPENED).....
Against the first/second* commercial Invoice No. (FROM IPAS) _____ dated ____ FROM
IPAS ____ for INR (FROM IPAS ----- raised against the above contract from State Bank of
India------(branch- FROM LC MASTER TABLE)----- on the strength of this Certificate.

The details of payments already made to the beneficiary under this Letter of Credit are as follows:

| S.No. | Invoice No. | Invoice Date | Invoice Amount(INR) | LCDA No. | LCDA date | Amount paid (INR) |
|------------|-------------|--------------|---------------------|----------|-----------|-------------------|
| | | | | | | |
| | | | | | | |
| Total Paid | | | | | | |

THE PAYMENT: -INR _____ \$\$\$ _____

LC BALANCE AFTER THIS PAYMENT: _____

(Signature of authorized Railway authority)Name

Designation
Official Seal

Signature of Tenderer

Signature of Tendering Authority

ANNEXURE-Q**DECLARATION/UNDERTAKING**

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

1. That I/We are an individual/ Partnership firm/Company/ Society/JV and:
 - (a) That I/We are not a retired Engineer of the gazetted rank or any other gazetted officer working before retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being,
 - (b) That I/We being partnership firm / company / joint venture (JV) / registered society / registered trust etc. have none of our partners a retired Engineer or retired gazetted officer as aforesaid.
 - (c) That I/We being an incorporated company have any such retired Engineer or retired officer as one of directors.
 - (d) That I/We do not have have in our employment any retired Engineer or retired gazetted officer retired from government service (at least 1 year prior to the date of submission of the tender)
 - (d) That I/We being an individual contractors, do not have a relative (s) or in the case of partnership firm/ company / joint venture (jv) / registered society / registered trust etc. have one or more of shareholder(s) or relative(s) of the shareholder(s) employed in gazette capacity in the Engineering or any other department of the railway.

OR

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

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

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

Signature of Tenderer

Signature of Tendering Authority

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

- 2 (c) That I/We are an Individual/Partnership firm/Company/Registered Society/Trust/JV and have following Share Holder(s) not having share of more than 1% or Relative(s) of the individual tenders/ Share Holder(s) employed in Gazetted capacity in the Indian Railways:

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

Note :

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

Place:-

(Signatures of Authorized signatory)

Name of the tendering firm

Dated:

Signature of Tenderer

Signature of Tendering Authority

Annexure R to Z (except U) is left blank intentionally

Signature of Tenderer

Signature of Tendering Authority

ANNEXURE – U
(Reference Clause 40(A))

Registered Acknowledgement Due

**PROFORMA OF 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 show adequate 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 resource requirement, 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 of Contract 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 your Risk & Cost, not exceeding the value of Performance Guarantee of this contract, which may please be noted.

Kindly acknowledge receipt.

Yours faithfully
For and on behalf of the President of India

Signature of Tenderer

Signature of Tendering Authority

ANNEXURE – U-1

(Reference Clause 40(A))

Registered Acknowledgement Due

NOTICE FOR PART OF CONTRACT WORK OFFLOADED

_____ **RAILWAY**
(Without Prejudice)

To

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 along with 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.....:

Signature of Tenderer

Signature of Tendering Authority

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

Signature of Tenderer

Signature of Tendering Authority

ANNEXURE-AA

SYSTEM PERFORMANCE GUARANTEE

PROFORMA FOR THE SYSTEM PERFORMANCE GUARANTEE

To

The President of India,

I/we _____ hereby guarantee that the design on the basis of which we have submitted out tender No.

_____ has been carefully made to confirm to the end objectives in the tender documents and to technical specifications therein. We further guarantee that in the event of the performance of the system, when installed, not complying with the end objectives or with the specifications contained in the tender documents, we shall provide further inputs to enable the Railways to realize the end objectives contained in these documents without any additional payment for any additional equipment which may be required in this regard. We further guarantee that all the expenses including the expenses incurred in India/abroad for providing the additional inputs under the System Guarantee will be borne by us. We further guarantee that these additional inputs will be provided by us to make the system workable within 36 months from the date on which this guarantee is invoked by the Purchaser.

(Signature of Firm's authorized Officer)

Seal

Signature of witness:

1.- -----

2.- -----

Signature of Tenderer

Signature of Tendering Authority

ANNEXURE-AB

STATEMENT OF DEVIATIONS

PROFORMA FOR STATEMENT OF DEVIATIONS

1.0 The following are the particulars of deviations from the requirements of the instructions to TENDERERS, General Conditions of Contract.

1.1 Instructions to Tenderers.

| Clause | Deviation | Remarks (Including Justification) |
|--------|-----------|-----------------------------------|
|--------|-----------|-----------------------------------|

1.2 General Conditions of Contract.

| Clause | Deviation | Remarks (Including Justification) |
|--------|-----------|-----------------------------------|
|--------|-----------|-----------------------------------|

1.3 Special Conditions of Contract

| Clause | Deviation | Remarks (Including Justification) |
|--------|-----------|-----------------------------------|
|--------|-----------|-----------------------------------|

2.0 The following are the particulars of deviations from the requirements of the technical specifications:

(Separate Statement for each specification)

| Clause | Deviation | Remarks (Including Justification) |
|--------|-----------|-----------------------------------|
|--------|-----------|-----------------------------------|

NOTE:

Where there is no deviation, the statement should be returned duly signed with an endorsement indicating no deviations.

Signatures of tenderer/s

Signature of Tenderer

Signature of Tendering Authority

ANNEXURE-AC

CERTIFICATE

**Joint Inspection of Cable trench & protective works
(FOR TELECOM WORKS)**

1. The cable trench/channel including ducts, pipes & arrangements etc. en-route has been jointly inspected by us on the following sections and the work has been done according to the specifications. The laying of cable can be taken on these sections after the deficiencies noted below are rectified and offered for further check.

| | | | | |
|-------|-------|---------|-------|-----------------------------|
| 2. | S.No. | From KM | To KM | Remarks/deficiencies if any |
| ----- | | | | |

3. The following joints have been supervised and provided as per manufacturer's instructions and it is confirmed that all the material or kits have been used up.

| | | | |
|-------|---------------|----------------------|---------------------------|
| S.No. | Type of joint | Locations (K M. No.) | Remarks/Deficiency if any |
| ----- | | | |

Signature of Contractor's

Signature of Purchaser's

Representative with

Representative with

Designation

Designation

Signature of Tenderer

Signature of Tendering Authority

ANNEXURE-AD**STANDARD INDEMNITY BOND FOR ON ACCOUNT PAYMENT**

We M/s. _____ hereby Undertake that we held in our custody for and on behalf of the President of India Acting in the Premises through the General Manager, N. Rly., New Delhi hereinafter referred to as the “Purchaser” and as has property in trust for him all imported and indigenous materials which have been handed over to us against the contract for the works in the section.

_____ To _____ Stations on Northern Railway vide letter for acceptance of Tender No. _____ date _____ and materials such as _____ handed over to us by the purchaser for the purpose of execution of the said contract, until such time the materials are duly erected or otherwise handed over to him. We shall be entirely responsible for the same custody and protection of the said materials against all risk till they are duly delivered as erected equipment to the purchaser, or as he may direct otherwise and shall indemnify the purchaser against any loss or damaged deterioration whatsoever in receipt of the said materials while in our possession and against disposal or surplus materials. The said materials shall at all times be open to inspection by any officer authorized by the General Manager, Northern Railway, S&T/P, New Delhi or his successor.

Should any loss, damage or deterioration of materials, occur or surplus materials disposed of and refund becomes due, the purchaser shall be entitled to recover from us the full cost and compensation determined in terms of the contract for such loss or damage if any, along with the amount to be refunded without prejudice to any other remedies available to him by deduction from any sum due or any sum.

Date _____ day of _____ (month & year).

Signature of witness

Name of witness in Block letters.

Address

For and on behalf of

M/s. _____

(Contractor).

.....

Signature of Tenderer

Signature of Tendering Authority

ANNEXURE-AE**GUARANTEE BOND**

1. Consideration of the President of India (hereinafter called "the Government") having agreed to exempt M/s. _____ (hereinafter called "the said contractor(s)" from the demand for the payment of security deposit for the due fulfillment by the/said contractor(s) on the terms and conditions of the Agreement No. _____ dated _____ made between _____ and _____ for (hereinafter called "the said Agreement") on production of a bank guarantee for Rs. _____ (Rs. _____ only). We _____ Bank Ltd., (hereinafter referred to as "the Bank" do hereby undertake (and promise) to pay the Government an amount not exceeding Rs. _____ against any loss or damage caused to or suffered by the Government by reason of any breach by the said contractor(s) of any of the terms of conditions contained in the said Agreement.

2. We _____ Bank Ltd. Further agree and promise) to pay the amounts due and payable under this guarantee without demur, merely on demand from the Government through the Sr.DFM/LKO and Sr.DSTE/LKO stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of any breach by the said contractor(s) of any of the terms & conditions contained in the said agreement or by reason of the contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under guarantee shall be restricted to an amount not exceeding Rs. _____.

3. We _____ Bank Ltd., further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till _____ (office/deptt.). Ministry of _____ certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before (2 months after the date of completion of the contract) we shall be discharged from all liability under this guarantee thereafter.

(a) Notwithstanding anything to the contrary contained herein the liability of the Bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the Government of until _____ (the date of the expiry of the contract) whichever is earlier and no claim shall be valid under this guarantee unless notice in writing thereof is given by the Government within 2 months from the date aforesaid).

(b) (Provided always that we _____ Bank unconditionally undertakes to renew this guarantee or to extend the period of guarantee from year to year within two months before the expiry of the period or the extended period of the guarantee, as the case may be, on being called upon to do so by the Government. If the guarantee is not renewed or the period extended on demand, we _____ Bank shall pay the Government the full amount of the Guarantee on demand and without demur.

4. We, _____ Bank Ltd., further agree with the Government that the Government shall have the fullest liberty without our consent and without effecting in any manner out of obligations hereunder to vary any of the terms and conditions of the said contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) and to forebear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any bearance, act or Omission on the part of the Government or by any indulgence by the Government to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties but for the said reservation would relieve us from the liability.

5. This guarantee will not be revoked by any change in the constitution of the Bank and or of the surety.

6. We, _____ Bank Ltd., lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Dated _____ day _____

Signature of Tenderer

Signature of Tendering Authority

Annexure-AF

ACKNOWLEDGMENT FOR RECEIVING MATERIALS FROM RAILWAYS

To,

Station:

**The Sr. DSTE/LKO
Northern Railway,**

Date:

Sir,

SUB: Receipt of materials/Cables from Railways

It is hereby acknowledged that the following materials/cables as detailed have been received in full and in good condition by me at _____ No. _____ and the work coming under the agreement No. _____ Dated _____.

| Sr. No. | Description of materials | Qty./Nos. | Remarks if any |
|---------|--------------------------|-----------|----------------|
| 1. | | | |
| 2. | | | |
| 3. | | | |

**Signature of Engineer's
Representative with
designation**

Signature of Contractor.

Witnessed By:

Signature of Tenderer

Signature of Tendering Authority

VOLUME – II

SPECIAL CONDITIONS OF CONTRACT

Signature of Tenderer

Signature of Tendering Authority

SPECIAL CONDITIONS OF CONTRACT

NAME OF WORK: “ Comprehensive Annual Maintenance Contract of HBL make IPS (27 Nos.) & installed over Lucknow Division of Northern Railway for 36 (Thirty Six) months.”

1. Tender Document

- 1.1** The tender shall be governed by Indian Railway **General Conditions of the Contract April-2022** corrected up to latest correction slip issued as on tender opening date, instructions to tenderer and Special Conditions of the Contract. Wherever Special Conditions of Contract differ from General Conditions of Contract and instructions to tenderer, the provisions of Special Conditions of Contract shall override.
- 1.2** The tenderer shall read paragraph by paragraph for each section of the tender document and ensure that his tender complies in every respect with the requirement of each clause and sub-clause or if not, precisely how they differ from the requirement of the tenderer. If there is any deviation with respect to any provision of this tender the same shall be indicated in **Annexure-AB**. If nothing is mentioned in **Annexure-AB**, it would be taken that offer of tenderer has no deviation.

2. Scope of work:

The scope of work as per the tender is **“Comprehensive Annual Maintenance Contract of HBL make IPS (27 Nos.) & installed over Lucknow Division of Northern Railway for 36 (Thirty-Six) months.”** The contract covers a comprehensive Annual maintenance contract of IPS system which include following: -

- 2.1 Preventive Maintenance:** Provision of scheduled periodical maintenance visits (minimum one visit per Quarter) to clean, test, adjust & checking up of all parameters for proper working of modules & functions, integrity of various connections, parts & complete systems with all necessary tools (i.e. screw driver, multimeter, programming kit etc.) and equipments to carry the routine checks for preventive maintenance. This includes checking of potential free contacts(PFC) for monitoring health of system. This is mainly to prevent occurrence of failures. All the parameters to be recorded in a register with signature.
- 2.2 Breakdown Maintenance:** Repair/Replacement of defective cards/modules/sub-systems/parts/components in either in hardware or software or in any form. The repaired and replaced modules shall have same performance as that of original and only OEM manufactured/recommended modules to be used for replacement of defective ones.
- 2.3 Modification/ up gradation:** Modification/ up gradation of Hardware/Software as per policy guidelines issued from time to time by Railway Board/RDSO/HQ to overcome any deficiency noticed in the working of the system to improve reliability of the installation at the contractor's cost unless specified otherwise
- 2.5** The scope of AMC covers keeping of sufficient spares with each service engineer for timely rectification of failures. Spares shall be OEM manufactured/recommended.
- 2.6** AMC also covers the training content about basic maintenance, troubleshooting of failure, and first line of fault rectification to Railway personnel.
- 2.7** Handing over the trouble-free system back to railways after expiring of AMC. Final payment shall be made after certification of no defect in the system.
- 2.9** The Contractor shall replace certain components such as different classes of LPD & SPDs,

Signature of Tenderer

Signature of Tendering Authority

EPROM batteries, fuses, Condenser etc. having limited Life as part of preventive Maintenance with no extra cost.

- 3 Pre-site Inspection:** Before start of AMC, the full working condition of IPS system should be jointly checked by OEM's Authorized Engineer and JE/SSE (Signal) from the division. If any servicing /replacement have to be undertaken for full functionality of the equipment, the same will be carried out by OEM's Authorized Engineer, cost of which is covered under the schedule of work. Further, a joint certificate that installation is working properly is to be given by JE/SSE/Sig and OEM's Authorized Engineer. The modules/parts so changed before start of AMC will have warranty of 12 months and that warranty will be utilized after expiry of AMC as complete system will be covered under AMC after repair.

4 Items Covered under AMC

- 4.1 Complete IPS system at station or LC Gate as per list attached. Any defective component/card of the above said equipment is replaced by new one, old card/components will be taken by firm. This also includes third party items, modems and other items as per schedule.
- 4.2 In case of system shutdown, the Hardware/software required for restarting the system along with any other accessories shall be made available by the firm.

5 Items not covered under AMC:-

- 5.1 Any changes or upgradation required due to change in signalling system or yard layout during AMC period will be carried out by the contractor on extra additional cost.
- 5.2 The list of equipment/peripheral which are outside the purview of AMC are batteries & Earthing.
- 5.3 The AMC shall not cover any damage to the equipment either whole or part of the system due to external reasons such as flood, earthquake, miscreant/terrorist activities, fire.

6 Preventive Maintenance: -

The following preventive maintenance checks are to be carried at the specified periodicity to keep the equipment's in good working condition:

- 6.1 The General cleaning of the chassis should be done using blower to remove dust from intake and exhaust points of the chassis.
- 6.2 The general condition of PCBs should be checked. The components should be checked for excessive heating. The proper connectivity of heat sink and its effectiveness should also be checked. The electrical contacts should be cleaned with a cloth dampened in carbon tetrachloride.
- 6.3 The loose electrical connections should be identified and attended. The condition of wiring to be checked to identify peeled insulation and general deterioration. If any wiring changes are to be done then the proper lugs should be used.
- 6.4 If any part is found defective or not working up to the satisfaction or overaged then the repair or replacement should be done.
- 6.5 The activities specific to the systems are mentioned in which should be carried out during periodic visits.

Signature of Tenderer

Signature of Tendering Authority

6.6 The working of potential free contacts (PFC) for monitoring health of system.

7 Breakdown/Failures: -

7.1 Maintenance of the complete System including Hardware/Software for the problems experience and as reported by Railways including defects, immediate replacement of faulty cards of any type, are to be carried out by the contractor.

7.2 On experiencing a problem in the equipment, the Railways shall inform about the problem to the **contractor's SPOC (Single Point of Contact)** through telephone/e-mail/WhatsApp. The contractor shall register the complaint and confirm it by issuance of **suitable docket number**.

7.3 Breakdown of systems are defined as (i) Major & (ii) Minor.

i. **Major Breakdown-** The failure of DC-DC converter, SMRs, Inverters, Supervisory unit, transformer etc., Software or any other firmware resulting in the total failure of the IPS system or any failure of IPS system resulting in failure of S&T gears and consequently detention of trains is considered "Major". Major Break down calls shall be attended **within 4 hours** of getting the complaint from railways. The contractor should note that the penalty as per penalty clause would be imposed if such a Major breakdown call is not attended within 4 hours of getting the complaint. The meaning of attending the breakdown call is visiting the station, attending the failure and rectifying it by replacing the faulty module/card/firmware/software.

ii. **Minor Breakdown-** Any failure of an IPS system not resulting failure of S&T gears and detention of trains at a station/LC Gate are considered "Minor". Minor Breakdown calls shall be attended within 12 hours of getting the complaint from railways. The contractor should note that the penalty as per penalty clause would be imposed, if such a Minor breakdown call is not attended **within 12 hours** of getting the complaint from railways. The meaning of attending the call is visiting the station, attending the failure and rectifying it by replacing the faulty module/card/firmware/software.

7.4 After attending each major breakdown, the joint breakdown report shall be prepared by contractor's authorized Engineer/representative and Railways Representative not below the rank of JE (Signal). A copy of this report shall be submitted to DSTE/ADSTE or any other officer so nominated Sr. DSTE. The report shall also be posted in the WhatsApp group created for AMC.

7.5 Warranty of defective cards/ modules repaired by the firm shall be minimum 12 months.

8 Training

8.1 This AMC also covers the training content about basic maintenance, report extraction, functioning of IPS system and first line of fault rectification to Railway staff/supervisor. Contractor shall also prepare and make available maintenance and fault rectification manual at all sites. Training will be arranged at site by Service Engineer to ESMs & Railway supervisors in their every AMC visit. Record of the training imparted shall be maintained in a register duly signed by railway staff/supervisor and same will be made available with MB for billing.

Signature of Tenderer

Signature of Tendering Authority

9 Change of site

The site of maintenance can be changed by railways during the course of AMC by notifying the contractor at least 15 days in advance of AMC visit without any change in the payment terms. However, the site will not be changed beyond the jurisdiction of Railway Division. It may be noted that such a situation may arise if the equipments are shifted at railways cost to any other station within division and if no transportation or installation damage is caused by railways. **The List of IPS system in Lucknow Division to be maintained under CAMC is attached as Appendix-A.**

10 Site facilities

- 10.1 To enable the contractor to discharge their obligations under this contract, Railway shall provide required assistance to the contractor for free and easy access to equipment.
- 10.2 For necessary co-ordination during trouble shooting or faults, Railways shall make available to the contractor, free of charge appropriate staff familiar with stations.

11 Deployment of Service Engineer: -

- 11.1 Service Engineer deployed by the contractor shall be Technically Competent, Well Conversant and fully equipped for carrying out all activities as described in Scope of work so that he is able to attend various failures independently with optimum utilization of time and minimizing the duration for opening of relay room as well as impact on train operation in an expeditious and rational manner.
- 11.2 Maximum number of stations /system for AMC under one Service Engineer will be **limited to 25**, location and their jurisdiction will be decided mutually by Sr. DSTE and the contractor depending on the time consumed in the periodical maintenance/breakdown maintenance and the geographical spread. The Service Engineer employed should be exclusively for the Purpose of Scope of Work as per AMC conditions and should not be utilised for any other purpose such as installation/maintenance of other Equipments/ locations.
- 11.3 Contractor shall provide details of Service Engineers (name along with qualification, work experience and contact details) exclusively engaged for the said work in his AMC offer to Sr. DSTE/Engineer-in-Charge. Any change in Service Engineer shall be done with the consent of Sr. DSTE/Engineer-in-Charge.
- 11.4 The qualification of Service Engineer should be minimum Diploma/graduate Engineer. These service Engineers must be competent to carry out effective preventive and predictive maintenance along with timely rectification of partial and complete system failure Engineer Should have Competency Certificate Issued by OEM. OEM competency certificate should cover the training imparted to AMC Engineer in Schedule maintenance, Troubleshooting of various types of failures by simulating them, programming, if any etc.
- 11.5 If at any point of time Railway finds, that the deputed Service Engineer/s lacks the requisite technical competence as is expected from them for efficient execution of AMC or finds the behaviour of the Engineer/s as improper, indecent, the firm shall be bound to replace the Engineer promptly within a time period of not extending two weeks from the date of advise to the firm to this effect otherwise the Deputed Engineer shall be treated as absent from work and this may be considered to constitute wilful/ persistent disregard to instruction of Railway Engineer-in-charge of the work. The Deputed Engineer declared incompetent shall not be allowed to entered the station.
- 11.6 The signal control in-charge/sectional in-charge/suitable person (monitoring authority)

Signature of Tenderer

Signature of Tendering Authority

deputed by Sr. DSTE shall monitor daily movement of service engineer. Further, a register is maintained as per FORM-A in the signal control for recording daily movement of service engineer. Service Engineer shall post their location on the WhatsApp group created for AMC. The field AMC Engineer shall keep the monitoring authority informed of his daily movement.

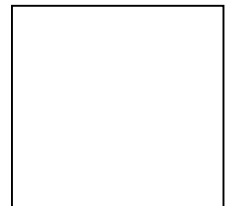
- 11.7 The Service Engineers nominated by the contractor should contact the SSE/Control in the division every day and give their movement and acquaint themselves with the failures of Equipment at stations.
- 11.8 During preventive maintenance/attending breakdown by Service Engineer, if due to mistake by service engineer failure of S&T gears occurred leading to detention of trains. Then, a token penalty will be recovered from contractor's bill (as mention under penalty clause).

12 ISSUE OF IDENTITY CARDS BY CONTRACTORS.

- 12.1 The contractor is bound to issue identity card to each and every person employed by him and deployed for execution of the contract work as per the prescribed format provided in the tender document, at his cost. Failure on the part of the contractor to issue identity cards to their employees will be treated as breach of contract conditions and therefore will be dealt as per Clause of GCC 2022 with latest amendments.
- 12.2 It is mandatory on the part of every service engineer, deployed by the contractor to keep in his possession, the identity card, issued by the contractor throughout the execution of the work. Failure to posses such identity will be treated as unauthorized presence in the Railway premises.
- 12.3 Before start of work, the contractor shall submit the list of service engineer planned for deployment under AMC in Lucknow division. The contractor will also submit the copy of their ID proof and competency certificate issued by OEM. The ID proof issued by the contract shall be as per performa given below.
- 12.4 No claims whatsoever arising out of implementation of special conditions pertaining to issue of identity cards shall be admissible.

FORMAT OF ID PROOF (Front side)

| | |
|------------------------|--|
| IDENTITY CARD | |
| IDENTITY CARD NO | |
| DATE OF ISSUE | |
| CONTRACT AGREEMENT NO | |
| NAME OF THE CONTRACTOR | |
| ADDRESS | |



Space of Photo

(SIGNATURE/THUMB IMPRESSION OF
EMPLOYEE ENGAGED BY CONTRACTOR)

Signature of Tenderer

Signature of Tendering Authority

(Back side)

| PARTICULARS OF EMPLOYEE: | |
|------------------------------|--|
| NAME OF THE EMPLOYEE | |
| AADHAR NO. | |
| PERSONAL IDENTIFICATION MARK | |
| PERMANENT ADDRESS | |

| | |
|--|----------------------------------|
| (SIGNATURE OF CONTRACTOR) | (SIGNATURE OF RAILWAY AUTHORITY) |
| (The person who signed the original tender document or the contract agreement) | |

13. Register & Various Forms: -**13.1 Service Engineer Movement Register (in Divisional Signal Control)**

This is **to be maintained at Divisional Signal Control**. The purpose of this register is to maintain day to day movement of service engineer for their regular/routine preventive maintenance over Lucknow division. This will help in monitoring the daily activities of service engineers. The entries are to be made in a format as given below:

FORM-A

| S.N. | Date | Name of the Service Engineer (SE) | HQ station | Movement at Station/ RH/ LC GATE | Purpose of Visit | Location of SE Verified on WhatsApp group (Yes/No) |
|------|------|-----------------------------------|------------|----------------------------------|------------------|--|
| | | | | | | |

13.2 Failure/Break down information Register

This is **to be maintained at Divisional Signal Control**. The purpose of this register is to maintain the record of rectification of the defect, i.e., nature of defect, time consumed in rectification. The entries are to be made in the format given below:

FORM-B

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| S.N. | Station/ RH/ LC GATE | Date & Time of failure | Date & Time Failure Reportd to SPOC | Docket No. of breakdown | Date/Time of Failure Rectif. | Duration of failure | Excess time for rect. (>4hrs) | Position reported from failure site by (Name of JE/SSE/Sig & Name of contractor's engineer) | Cause of failure |
|------|-------------------------------|------------------------------|---|-------------------------------|------------------------------------|---------------------------|--|---|------------------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| | | | | | | | | | |
| | | | | | | | | | |

13.3 **Maintenance Register (FORM-C):**

This is **to be maintained at site**. The purpose of this register is to maintain the activities during periodical/ regular / periodical / preventive maintenance and break-down maintenance. This register also indicate that time consumed to repair after breakdown is genuine & justified or not. The entries are to be made in format given below:

FORM-C

| S.N. | Station/RH/LC Gate | ID of Equipment | Routine maintenance or Breakdown | Defect Noticed | Components repaired/replaced | Time consumed in repair more than stipulated | Sign. of JE/SSE | Sign. of Contractors represent. | Remarks of ADSTE of the Unit |
|------|-----------------------|-----------------|--|----------------|---------------------------------|--|-----------------|---------------------------------------|------------------------------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 8 | 9 | 10 | 11 |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

13.4 **Testing of parameters measured after repair & maintenance activities (FORM-D):**

This form is to be maintained at site, which bears parameters tested after carrying out repair & maintenance activities. It shall be as per testing formats prescribed in pre-commissioning check list of the equipment issued by RDSO or format issued by Sr DSTE. Parameters shall be within specified limits. Health of the EMI shield, SPDs etc. as applicable, are to be maintained and earth value, health of SPDs etc. shall be measured/recorded by the Service Engineer in a register on format approved by Sr. DSTE.

14 **Execution: -**

- 14.1 The contractor shall have a 24 X 7 Single Point of Contact (SPOC) which shall be called by the divisional S&T control or sectional SSE/JE/Signal Maintainer in case of equipment failure. The SPOC will provide a docket number whenever a complaint is lodged with them. Control will maintain the failure information in FORM-B. Failure & breakdown position in FORM-C shall be maintained at site. The SPOC shall have WhatsApp facility also so that complaints can be posted on WhatsApp as well as informing him over phone. In case of SPOC number is not reachable, one alternate number to be provided by contractor/firm who shall be contacted for reporting failure/breakdown. It will be

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responsibility of the firm's SPOC to send his representative (Service Engineer) to site of failure for rectification of failure in such a way that service engineer shall reach at the site of failure within stipulated time. The daily movement of service engineers shall be monitored by Divisional signal control over phone & WhatsApp also in FORM-A.

- 14.2 Periodical visit for maintenance shall be **Quarterly** or more frequently as required according to the maintenance manual provided by manufacturer of the equipment. Parameter of items test / maintenance shall be recorded in FORM-D against standard/nominal values/range. Record of periodical maintenance (FORM-C) shall be available at station/LC Gate concerned. Periodical maintenance is defined for individual system, not for the section. If any system misses its due date of periodical maintenance (as specified in the tender), it will be treated as delay.
- 14.3 The contractor shall attend the breakdown or failure site within specified time after communication of date & time of failure. If he fails to attend the failure site within stipulated time, a penalty will be charged as mentioned in penalty clause. After reaching at site, Company Engineer shall convey the nature of failure and expected time of rectification to Railway as well as the in-charge head of his own company. Maximum specified time to reach / attend the failure site:

| Type of Equipment | Maximum specified time |
|-------------------|----------------------------------|
| IPS System | 4hrs (Major) and 12 Hours(Minor) |

If service engineer fails to rectify the defect in expected time, the reason must be recorded in FORM- C and reasonableness of extra time consumed in rectification of failure time will be recorded by SSE/Signal and remarks offered by ADSTE concerned. Sr. DSTE will take final decision and his decision shall be binding upon the contractor, whether extra time consumed is reasonable or not. If unreasonable time is consumed by service engineer, penalty will be charged for delay in rectification of failure as mentioned in penalty clause.

- 14.4 In case of dispute regarding type of defect/failure of equipment, decision of Sr. DSTE will be final and binding upon the contractor. A joint report of concerned SSE/Sig and contractor's representative with remark & counter signature of concerned ADSTE there upon shall be put up to Sr.DSTE. There shall not be any delay in rectification on this account.
- 14.5 The contractor shall arrange transportation of their maintenance personnel, tools & plants, spares etc. from their headquarters / service centre to the site of work and no extra payment shall be made by the railway towards the same. The contractor shall make all out efforts to quickly reach the site of breakdown or failure and rectify the breakdown or failure in the quickest time possible.
- 14.6 There is no limit on the number of calls/visits required during Break down and Restoration of the system for the fault rectification. In case of odd hour's failures and emergencies even on holidays and Sundays, normal service shall be rendered by the firm. **The AMC Services shall be available on 24 X 7 basis.**
- 14.7 In the event of strike or lockout or any other labour upheaval in the firm, service shall be made available by the firm to attend to urgent failures.
- 14.8 If the breakdown/failure (Major failure) continues for more than 4 hours after reaching / attending the service engineer, reason for the failure shall be recorded in FORM-C kept at site. A Detailed special report additionally covering technical and non-technical aspects regarding rectification etc. shall be submitted to Railway (Sr. DSTE) by the Contractor.
- 14.9 Service engineer will visit the station for scheduled periodical maintenance (as specified in the tender) to clean, check, test, adjust all components of the system (hardware and software), to record all parameters for proper functioning of modules, part & complete system. This is mainly for preventive maintenance to avoid occurrence of failures. All the maintenance activities and measurements of parameters must be recorded in FORM-C & D with signature which will be kept at stations. He has to do complete technical audit of the system as per Pre-commissioning check list jointly with the Railway representative. All maintenance activities should be carried out in the presence of Authorized Railway representative by Service Engineer with good workmanship to the satisfaction of Railway Administration/Official ensuring

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safety of train and maintenance personnel. If Service Engineer has visited and attended the failure of the system, he has to do complete preventive maintenance activities and his next due for preventive maintenance will be after stipulated time (unless otherwise specified).

- 14.10 The Contractor/Firm have to follow the defined periodical maintenance schedule. Under exceptional circumstances (based on local conditions, technical & administrative requirements and other reasonable factors), Sr. DSTE may relax the period of scheduled maintenance for few days (Not more than 7 days). Even if, the Contractor/Firm misses the scheduled periodic maintenance beyond this period, then the penalty as decided by Sr. DSTE will be imposed.

15. **PENALTY CLAUSE:**

| S. No. | Reason for Penalty | PENALTIES TO BE RECOVERED FROM RUNNING BILLS OF CONTRACTOR/FIRM |
|--|--|---|
| | | IPS SYSTEM |
| 1 | Penalty for major breakdown | 0-4 Hrs.: Stipulated Period. 4-8 Hrs: 30% of Quarterly AMC charges. 8-12 Hrs: 50% of Quarterly AMC charges. Beyond 12Hrs: 100% of Quarterly AMC charges. |
| 2 | Penalty for minor breakdown | 0-12 Hrs.: Stipulated Period. Penalty @ Rs. 500/- will be levied for delay per location beyond 12 hrs upto 24 hrs along with penalty of Rs.100 per hour after 24 hours. |
| 3 | Penalty for missing the periodical schedule of maintenance of equipment | 10% of Quarterly, AMC charges for per day delay after 3rd day of scheduled date of that equipment. |
| 4 | Token penalty due to mistake by Service Engineer during maintenance leading to failure of S&T gears and detention of trains | Rs.1000/- per case. |
| <u>Note-</u> | | |
| (i) The contractor shall rectify the defects as may be pointed out in the course of AMC. Where defects due to bad workmanship on the part of the contractor or otherwise notices or any dispute arising as to the correctness of the defects pointed out, the railway Engineer's decision in this regard shall be final and binding. | | |
| (ii) If the Service Engineer feels that the failure is due to any other reason which is beyond his purviews, the same should be reasonably supported by reports/measurements/readings etc. Railways decision in this regard shall be final. | | |
| (iii) Quarterly maintenance is included. Contractor shall ensure the Quarterly maintenance is done with in ± 3 days as per the last schedule of visit. Otherwise, penalty will be imposed. | | |
| (iv) If the system requires major repairs, the contractor shall provide a standby equipment within 24 hours at the contractors cost to make the system functional. | | |
| (v) Sufficient spares shall be made available with the service engineer so that in case of major & minor break down system will be restored within 4 hrs and 12hrs respectively. Also, all the IPS equipment will remain in working condition. | | |

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FORM -D**IPS QUARTERLY MAINTENANCE RECORD***

| Station: | | Month: | | Model & Make: | | | | | |
|----------|---|---------|---|--|-------|-------------|---|--|--|
| SL. NO | ITEMS | | | OBSERVATIONS | | | | | |
| A. | Condition of UP/DN AT & Local Power Auto change over. (Record voltage & current on Load) | | | UP AT | DN AT | LOCAL | | | |
| | | | V | | | | | | |
| | | | I | | | | | | |
| B. | LPD & SPD BOX (Class B & Class C Protection) | | | | | | | | |
| 1. | Cleaning | | | | | | | | |
| 2. | Check integrity of Connection | | | | | | | | |
| 3. | Check SPD by checking continuity of PFC 1-3(NC) , 1-2(NO) & Color of the display provided. | | | | | | | | |
| C. | <u>IPS Earth Resistance</u> | | | E-N voltage | | E-P voltage | | | |
| 1. | At AC mains, measure Neutral to Earth voltage & Phase to Earth voltage | | | | | | | | |
| 2. | Whether E-N Voltage is less than 5V AC ? | | | YES/NO (If No then IPS Earthing is not proper) | | | | | |
| D. | SMPS Panel | | | | | | | | |
| 1 | Cleaning | | | | | | | | |
| 2 | Check current sharing / voltages of SMRs | SL. No. | 1 | 2 | 3 | 4 | 5 | | |
| | | V | | | | | | | |
| | | I | | | | | | | |
| 3 | The Peak to Peak ripple voltage at the output of SMR without battery connection shall not exceed 300mV or 106mV (rms) | | | (Yes/No) | | | | | |
| 4 | Check working of all indications & MCBs | | | | | | | | |
| 5 | Check All Accessible Electrical Connections | | | | | | | | |
| 6 | Check air-cooling of SMR | | | | | | | | |
| 7 | Check following system set points (Settable) | | | | | | | | |
| | i) SMR voltage high (135.0V) | | | | | | | | |
| | ii) SMR voltage low (105.0V) | | | | | | | | |
| | iv) SMR HVSD(137.5V) | | | | | | | | |
| | v) Volts High(135.0V)-Alarm | | | | | | | | |
| | vi) Volts Low(105.0V)-Alarm | | | | | | | | |
| | vii) AC Volt Hi(275.0V)-Alarm | | | | | | | | |
| | viii) AC Volt Low(150.0V)-Alarm | | | | | | | | |
| | ix) V _{dd} Level (104.0V , At which Signal become No light) | | | | | | | | |
| | x) System float (118.25V for Con LA Cells & 123.8V for VRLA Cells) | | | | | | | | |
| | xi) System Equalization/Boost charging (133.1V for Con. LA Cells & 126.5V for VRLA Cells) | | | | | | | | |

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| | | |
|-----------|--|------------------------------------|
| | xii) System Drop (2.0V) | |
| | xiii) LVDS Trip (101.7V for Con. LA Cells & 99V for VRLA Cells) | |
| | xiv) LVDS (Auto) | |
| 8. | Check whether Static switch is Bypassed | (Yes/No) |
| 9. | Check Class D Protection provided(MOVs) | |
| 10. | Voltage drop from IPS TB to IPS Battery terminals | V |
| 11. | Check All Potential Free Contact provided | |
| 12. | Check Earthing connection continuity (Green Wire) | |
| E. | ASMs IPS Monitoring Panel | |
| | i) Cleaning | |
| | ii) Check & ensure all indications & alarms are available & working properly | |
| | iii) Check whether audio & visual alarm is working after switching off 230V AC input power to IPS. | (Yes/No) |
| | iv) Check whether audio & visual alarm is working after switching off any SMR | (Yes/No) |
| | v) Check whether audio & visual alarm is working after switching off any module of ACDP. | (Yes/No) |
| | vi) Check whether audio & visual alarm is working after switching off any DC-DC converter. | (Yes/No) |
| F. | A.C. Distribution panel | |
| 1. | Check the following at all inverters | |
| | i) Input voltage (98V-138V D.C.) & Current | V |
| | | I |
| | ii) Output voltage 230V 50Hz & Current | V |
| | | I |
| | iii) Check working of all indications. | |
| | iv) Check Auto change over operation between INV-1, INV-2 & Bypass CVT | |
| 2. | Check the following in all CVTs | CVT-Signal CVT-Track |
| | i) Input voltage (160V-270V 50Hz) & Current | V |
| | | I |
| | ii) Output voltage & Current | V |
| | | I |
| | iii) Checking of resonance capacitor bank | |
| | iv) Check working of all indications and MCB/Fuse | |
| | v) Check Earthing continuity (green wire) | |
| 3. | Ensure the following in all step-down Transformers | |
| | i) Input voltage (230V AC 50 Hz) & Current | V |
| | | I |
| | ii) Output Voltages & Currents.(Tapping of secondary should be in 120V AC or as per | SI No/ Rating of TXR. |
| | | SIGNAL TRACK |
| | 1. | V V |

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| | | | | | | | | | | |
|--|---|--|----------|----------|----------|----------|----------|----------|----------|----------|
| | site requirement, Signals near and far away from panel building should be connected with separate step down transformer) | | I | | I | | | | | |
| | | 2. | V | | V | | | | | |
| | | | I | | I | | | | | |
| | | 3. | V | | V | | | | | |
| | | | I | | I | | | | | |
| | | 4. | V | | V | | | | | |
| I | | | I | | | | | | | |
| | | | | | | | | | | |
| iii) Check working of all indications and MCB/Fuse | | | | | | | | | | |
| 4. | Check Earthing continuity (green wire) | | | | | | | | | |
| 5. | Check all PFC related to ACDP | | | | | | | | | |
| 6. | Check cooling arrangement in ACDP (Fans) | | | | | | | | | |
| 7. | Check Class D Protection provided (MOV) | | | | | | | | | |
| G. D.C. Distribution panel | | | | | | | | | | |
| 1. | Check working of all indications in each DC-DC converter | | | | | | | | | |
| 2. | 24 V Internal: (Module Rating) | 24-32V/5A or 24-32V/10A | | | | | | | | |
| | i) Voltages & Currents. | Sl.No. | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| | | V | | | | | | | | |
| | | I | | | | | | | | |
| ii) Load sharing between modules | | (Yes/No).If No adjust module current from potentiometer. | | | | | | | | |
| iii) Whether N+2 system available? | | (Yes/No) | | | | | | | | |
| iv) Whether for any module output voltage ripple is greater than 18mV (rms) at full load. | | (Yes/No) | | | | | | | | |
| 3. | 24 V External: (Module Rating) | 24-32V/5A or 24-32V/10A | | | | | | | | |
| | i) Voltages & Currents | Sl.No | 1 | 2 | 3 | 4 | 5 | 6 | | |
| | | V | | | | | | | | |
| | | I | | | | | | | | |
| ii) Load sharing between modules | | (Yes/No).If No adjust module current from potentiometer. | | | | | | | | |
| iii) Whether N+1 system available? | | (Yes/No) | | | | | | | | |
| iv) Whether for any module output voltage ripple is greater than 18mV (rms) at full load. | | (Yes/No) | | | | | | | | |
| 4. | Axle Counter (SSDAC): (Module Rating) | | | | | | | | | |
| | i) Voltages & Currents. | Sl.No | 1 | 2 | 3 | 4 | | | | |
| | | V | | | | | | | | |
| | | I | | | | | | | | |
| ii) Load sharing between modules | | (Yes/No).If No adjust module current from potentiometer. | | | | | | | | |
| iii) Whether N+1 system available? | | (Yes/No) | | | | | | | | |
| iv) Whether for any module output voltage ripple is greater than 18mV (rms) at full load. | | (Yes/No) | | | | | | | | |
| 5. | Axle Counter (MSDAC): (Module Rating) | | | | | | | | | |

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| | | | | | | |
|--|--|--|--|---|---|---|
| | i) Voltages & Currents | Sl.No | 1 | 2 | 3 | 4 |
| | | V | | | | |
| | | I | | | | |
| | ii) Load sharing between modules | | (Yes/No).If No adjust module current from potentiometer. | | | |
| iii) Whether N+1 system available? | | (Yes/No) | | | | |
| iv) Whether for any module output voltage ripple is greater than 18mV (rms) at full load. | | (Yes/No) | | | | |
| 6. | Block Line (UP): (Module Rating) | | | | | |
| | i) Voltages & Currents | Sl. No | 1 | 2 | 3 | 4 |
| | | V | | | | |
| | | I | | | | |
| | ii) Load sharing between modules | | (Yes/No).If No adjust module current from potentiometer. | | | |
| iii) Whether N+1 system available? | | (Yes/No) | | | | |
| iv) Whether for any module output voltage ripple is greater than 18mV (rms) at full load. | | (Yes/No) | | | | |
| 7. | Block Line (DN): (Module Rating) | | | | | |
| | i) Voltages & Currents | Sl. No | 1 | 2 | 3 | 4 |
| | | V | | | | |
| | | I | | | | |
| | ii) Load sharing between modules | | (Yes/No).If No adjust module current from potentiometer. | | | |
| iii) Whether N+1 system available? | | (Yes/No) | | | | |
| iv) Whether for any module output voltage ripple is greater than 18mV (rms) at full load. | | (Yes/No) | | | | |
| 8. | Panel Indications: (Module Rating) | | | | | |
| | i) Voltages & Currents | Sl. No | 1 | 2 | 3 | |
| | | V | | | | |
| | | I | | | | |
| | ii) Load sharing between modules | | (Yes/No).If No adjust module current from potentiometer. | | | |
| iii) Whether N+1 system available? | | (Yes/No) | | | | |
| iv) Whether for any module output voltage ripple is greater than 18mV (rms) at full load. | | (Yes/No) | | | | |
| 9. | HKT & Magneto Telephone: (Rating) | | | | | |
| | i) Voltages & Currents | Sl. No | 1 | 2 | 3 | |
| | | V | | | | |
| | | I | | | | |
| ii) Whether for any module output voltage ripple is greater than 18mV (rms) at full load. | | (Yes/No) | | | | |
| 10. | Data logger: (Module Rating) | | | | | |
| | i) Voltages & Currents | Sl. No | 1 | 2 | 3 | |
| | | V | | | | |
| | | I | | | | |
| ii) Load sharing between modules | | (Yes/No).If No adjust module current from potentiometer. | | | | |

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| | | | | | |
|-----|--|--|----------|---|---|
| | iii) Whether N+1 system available? | | (Yes/No) | | |
| | iv) Whether for any module output voltage ripple is greater than 18mV (rms) at full load. | | (Yes/No) | | |
| 11. | Block Tele (UP): (Module Rating) | | | | |
| | i) Voltages & Currents | Sl. No | 1 | 2 | 3 |
| | | V | | | |
| | | I | | | |
| | ii) Load sharing between modules | (Yes/No).If No adjust module current from potentiometer. | | | |
| | iii) Whether N+1 system available? | (Yes/No) | | | |
| | iv) Whether for any module output voltage ripple is greater than 18mV (rms) at full load. | (Yes/No) | | | |
| 12. | Block Tele (DN): (Module Rating) | | | | |
| | (i) Voltages & Currents. | Sl. No | 1 | 2 | 3 |
| | | V | | | |
| | | I | | | |
| | ii) Load sharing between modules | (Yes/No).If No adjust module current from potentiometer. | | | |
| | iii) Whether N+1 system available? | (Yes/No) | | | |
| | iv) Whether for any module output voltage ripple is greater than 18mV (rms) at full load. | (Yes/No) | | | |
| 13. | (Module Rating) | | | | |
| | i) Voltages & Currents | Sl. No | 1 | 2 | 3 |
| | | V | | | |
| | | I | | | |
| | ii) Load sharing between modules | (Yes/No).If No adjust module current from potentiometer. | | | |
| | iii) Whether N+1 system available? | (Yes/No) | | | |
| | iv) Whether for any module output voltage ripple is greater than 18mV (rms) at full load. | (Yes/No) | | | |
| 14. | (Module Rating) | | | | |
| | i) Voltages & Currents | Sl. No | 1 | 2 | 3 |
| | | V | | | |
| | | I | | | |
| | ii) Load sharing between modules | (Yes/No).If No adjust module current from potentiometer. | | | |
| | iii) Whether N+1 system available? | (Yes/No) | | | |
| | iv) Whether for any module output voltage ripple is greater than 18mV (rms) at full load. | (Yes/No) | | | |
| 15. | Check cooling arrangement in ACDP(Fans) | | | | |
| 16. | Check Earthing continuity (green wire) | | | | |
| 17. | Check all PFC related to DCDP | | | | |
| 18. | Check Class D protection provided(MOVs) | | | | |
| 19. | Check health of all condensers. | | | | |
| H. | Measure total DC Load Current. | | | | |
| I. | Measure Battery Charging Current. | | | | |

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It is certified that all indications in IPS system(Including SM monitoring Panel) are checked physically and found in working condition as per RDSO spec/OEM guidelines.

Signature of site Engineer of M/S HBL

Signature of Railway Representative

*Note: The FORM D is an indicative one , may change as per OEM with the approval of Sr.DSTE/C/LKO.

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16. WORK TO BE DONE BY RAILWAYS

- a) Making available railway personnel for inspection and joint testing, installation & commissioning.
- b) Any other item, which is not covered in the schedule and not required to be supplied by the Contractor.

17. RAILWAY OFFICERS AND ADDRESSES:

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

Prior to award of the contract

- 17.1 For all policy, contractual and commercial matters:** - Sr. DSTE/Co, Hazratganj, NR, Lucknow

After the award of the contract:

- 17.2 For security deposit - Same as '17.1' above.
- 17.3 For matters relating to approval of design of the system – Same as '17.1' above.
- 17.4 Matters relating to progress of field work – Same as '17.1' above.
- 17.4 Bill passing authority - Same as '17.1' above.
- 17.5 Bill paying authority –Sr.DFM, Northern Railway, Lucknow

18.0 Meaning of similar works:

Meaning of similar works is defined as Successful completion of

| | |
|---|---|
| Any work in connection with Signaling Installation which includes supply and/or installation of IPS. | |
| <u>OR</u> | |
| Any work of AMC or ARC of IPS. | |
| Note 1: | Tenderer may be required to submit the schedule of those works, Completion/Performance Certificates of which have been submitted by him/her in support of 30/40/60% (as the case may be) criterion of similar nature of work. |
| Note 2: | The tenderer must be OEM or an Authorised representative of OEM. Tenderer will have to submit the proof of same with the tender document. |

19.0 RISK IN THE STORES:

The contractor shall perform the contract in all respect in accordance with the terms and conditions thereof. The materials and every constituent part thereof, whether in the possession or control of the Contractor, his agents or servants or a carrier, shall remain in every respect at the risk of the contractor, until their actual delivery to the consignee or any authorized representative of consignee at the stipulated place or destination or location as provided in the Contract agreement.

The contractor shall be responsible for all losses, destruction, damage or deterioration of the stores/material from any cause whatsoever, after approval by the inspecting officer while the
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material is in the course of transit from the Contractor to the consignee. The contractor shall alone be entitled and responsible to make claims against transporting carrier in respect of non-delivery, short delivery miss-delivery, loss, destruction, damage or deterioration of the goods entrusted to such carrier by the contractor for transmission to the consignee.

20.0 MATERIAL TO BE SUPPLIED BY RAILWAYS:

20.1 List of the materials to be supplied by the Railways is as given in Annexure – I of Volume-II of Tender Document. The materials required by the Contractor from Railways as per schedule shall be supplied from the store of Consignee or from any other stores of Lucknow division/Dy.CSTE/P/LKO/workshop of northern railway in Lucknow.

20.2 The consignee for the work for supply of items of schedule is **Sr. Section Engineer/Sig./AYC.**

21.0 MATERIAL TO BE SUPPLIED BY THE CONTRACTOR:

List of the materials to be supplied by the Contractor is as given in Annexure–II of Volume-II of Tender Document. The contractor shall supply to Consignee and will be further transported to site by the contractor as required, as per instructions of site in charge.

22.0 PACKING AND FORWARDING:

The contractor shall pack at his own cost the stores sufficiently and properly for transit by rail/road, air and/or sea as provided in the contract so as to ensure their being free from loss or damage on arrival at their destination. Cost of packing material is deemed to have been included in the contract price and nothing extra shall be paid for this.

23.0 PAYMENT TERMS:

PAYMENTS: Payments to the contractor would be made through EFT/ECS as per the conditions below:

23.1 Full payment (100%) for the quarter (i.e. 3 months) shall be given to the OEM only after all CAMC obligations are fully discharged for that quarter on submission of all relevant site documents (copy of all the FORMS-A,B,C & D) as per special condition of contract.

23.2 FINAL PAYMENT

On the basis of Final Acceptance Certificate issued by the Engineer for all the works covered in this contract, the final bill for the balance payment shall be submitted by the contractor along with “NO CLAIM CERTIFICATE”. The Final Acceptance Certificate shall be issued by Engineer only when:

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

Signature of Tenderer

Signature of Tendering Authority

24.3 FINAL SETTLEMENT

After issue of the certificate of final acceptance of the entire installations, the security deposit will be refunded or Bank Guarantee released to the Contractor after adjustment of any dues payable by the contractor.

25 RELEASED MATERIALS (as applicable):

25.1 The materials released, if any, on account of installation of new gears /equipments shall be returned to the store of **Sr. Section Engineer/Sig./AYC** or to the Store Depot of Alambagh, Northern Railway, as per instruction of site Engineer to the contractor.

25.2 A joint survey is required to be done with Railway's representative and report must be submitted to the controlling officer in duplicate before dismantling work is taken in hand.

25.3 Unless or otherwise specified, the rates covers the cost of tools and plants, ladders, scaffoldings and all other equipments required for dismantling.

25.4 Unless otherwise specified, the rates includes leading of material up to the store of **Sr. Section Engineer/Sig./AYC** and /or Dy.CMM/Alambagh/Lucknow, the Store Depot of Northern Railway, stacking dismantled material in the store as required specially item wise.

26. SPECIAL SITE CONDITION: -

The maintenance works may have to be carried out under train running conditions. Submission/acceptance of disconnection memo without affecting the punctuality and overall safety of the traveling public are also to be taken into account. Extra safety precautions shall, therefore, have to be taken during execution of this work.

27. All Indoor & Outdoor circuits shall be designed and work shall be executed to suit RE area. All the material to be supplied by the contractor should also conform to suit the RE area. Wherever any RDSO spec./drg. are mentioned **it automatically includes "with latest amendment/revision"** whether specifically mentioned or not in the schedule of works.

28. TENDERER'S ADDRESS

Tenderer shall state in the tender his postal address fully and clearly. Any communication sent to the tenderer by post at his said address, shall be deemed to have reached the tenderer duly and timely, notwithstanding the fact that the communication could not reach the tenderer at all or in time for whatever reason. Important documents shall be sent by Registered Post.

Signature of Tenderer

Signature of Tendering Authority

List of materials to be supplied by Railway to the Contractor as per Tender

Material, which is not included in schedule of work and also not covered in the scope of work will be supplied by the Railway.

S.No. Name of material

1. Any other material not covered in schedule and not to be given by contractor as per tender document.

Note: Materials supplied by the Railway for execution of the work, shall be made available to the contractor at the Store of **Sr. Section Engineer/Sig./AYC** or from any other stores of Lucknow division/Dy.CSTE/P/LKO/workshop of northern railway in Lucknow division. These materials are to be transported to the site of work by the contractor and balance materials after completion of the work, if any, shall also be transported back to the store of consignee by the contractor at his own expenses.

Signature of Tenderer

Signature of Tendering Authority

MATERIALS TO BE SUPPLIED BY THE CONTRACTOR

All items included in the schedule as contractor supply & any other material as included in tender document and required for commissioning of the installation.

Inspection of material will be done as given below:

- 1) **RDSO INSPECTION:** Items which appear in RDSO approved list and supply value is above Rs.5,00,000/- should be got inspected by RDSO. All item irrespective of their value, if it falls in critical list of items will be inspected by RDSO.
- 2) In case RDSO shows inability to inspect the material for any reason, competent authority shall make alternative arrangement for inspection.
- 3) **CONSIGNEE INSPECTION:** All items, which are not inspected by RDSO/Rites, will be inspected by the Consignee.
- 4) Contractor is required to supply all materials (as per work schedule) to the depot of **Sr. Section Engineer/Sig./AYC.**

Signature of Tenderer

Signature of Tendering Authority

List of HBL make IPS which are to be covered under AMC over Lucknow Division

| Sr. No. | CSI | Station/RH/LC Gate | No. of IPS | Under Warranty/ Out of Warranty |
|---------|--------|--------------------|------------|---------------------------------|
| 1 | RBL | BQP | 1 | Under Warranty |
| 2 | ON | JTU IPS 1 | 1 | Under Warranty |
| 3 | JNU | SHG | 1 | Under Warranty |
| 4 | JNU | SHG RH-1 | 1 | Under Warranty |
| 5 | JNU | SHG RH-2 | 1 | Under Warranty |
| 6 | JNU | MLPR | 1 | Out of Warranty |
| 7 | AYC | AY Central | 1 | Out of Warranty |
| 8 | AYC | AY RH-2 | 1 | Out of Warranty |
| 9 | AYC | JFG | 1 | Out of Warranty |
| 10 | AYC | LC- 114/AYC-AY | 1 | Out of Warranty |
| 11 | AYC | LC-128/SLPR | 1 | Out of Warranty |
| 12 | AYC | LC-163/SYK | 1 | Out of Warranty |
| 13 | AYC | LC-164/ SYK | 1 | Out of Warranty |
| 14 | AYC | LC-168 SGJ-RES | 1 | Out of Warranty |
| 15 | AYC | LC-169 SGJ-RES | 1 | Out of Warranty |
| 16 | AYC | LC-170 RES-SGJ | 1 | Out of Warranty |
| 17 | AYC | LC-77/ JFG | 1 | Out of Warranty |
| 18 | AYC | LC-79/ JFG | 1 | Out of Warranty |
| 19 | AYC | PTH | 1 | Out of Warranty |
| 20 | AYC | RZN | 1 | Out of Warranty |
| 21 | E BSB | BSB C-2 (VDU) | 1 | Out of Warranty |
| 22 | E BSB | BSB RH-3 | 1 | Out of Warranty |
| 23 | E BSB | BSB RH-5 | 1 | Out of Warranty |
| 24 | II/LKO | POF | 1 | Out of Warranty |
| 25 | ON | LC-30 SIC-ON | 1 | Out of Warranty |
| 26 | RBL | DMW | 1 | Out of Warranty |
| 27 | RBL | LC-93/B TQA-BQP | 1 | Out of Warranty |

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Note: - Sr. No. 1 to 5, 05 Nos IPS are covered under AMC after its warranty period is expired.

Signature of Tenderer

Signature of Tendering Authority

SCHEDULE OF WORK

Available on www.ireps.gov.in

Signature of Tenderer

Signature of Tendering Authority

END OF TENDER DOCUMENT

Signature of Tenderer

Signature of Tendering Authority