

**GOVERNMENT OF INDIA**  
**NORTH WESTERN RAILWAY**  
**Mechanical Department**  
**(JAIPUR Division)**  
**Tender Document**  
**(Single packet system)**

**Name of work:** Annual Maintenance Contract (AMC) of CCTV Cameras installed in coaches for a period of two years.

Issued to -----

Copy No. -----

E-Tender Number	M/442/C&W/AMC/CCTV / JP/RT
Closure of submission tender upto	03.07.2026
Cost of work	Rs. 1550638/-
Tender form cost	NIL
Bid Security	Rs.31100/-
Address	Mechanical Section ,DRM office Power House Road, Jaipur 302006.
Website	<a href="http://www.ireps.gov.in">www.ireps.gov.in</a>

Note: 1. 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-III**. Non submission of above certificate by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self-attested by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document.

2. This contract will be govern by Indian Railways Standard General conditions of contract (works) **April 2022** and updated and revised up to date.

Signature of Tenderer with seal

DRM(C&W)/Jaipur  
For and on behalf of The President of India

## TOP SHEET

For And On Behalf Of President of India, DRM/ Mech. (C&W), Jaipur, North Western Railway Invites Open Tender Through E-Tendering System From Reputed Contractors With Adequate Experience and Financial Capability for the under Mentioned Work.

**Name of Work:** Annual Maintenance Contract (AMC) of CCTV Cameras installed in coaches for a period of two years.

1. Tender Notice No: M/442/C&W/AMC/CCTV / JP/RT
2. Approximate Tender Value: ₹ 1550638 (Rupees Fifteen lakh fifty thousand six hundred thirty eight only)
3. Bid Security: **31100.00 /-**
4. Cost of Tender Form: Nil (Free of cost)
5. Type of Tender: Open Tender (Works)
6. Bidding Style: Single rate for tender
7. Period of Contract: 24 Months.
8. Validity of Tender: 60 days
9. Date & Time of Closing of Tender: 15:00 Hrs. of 03.07.2026
10. Date & Time of Opening of Tender: 15:30 Hrs. of 03.07.2026
11. Number of pages of Tender Document: 1 to 39

S.N.	Annexure	Document Name	Page Number From	Page Number To
1		Top Sheet	1	2
2	I	Tender Form ( First Sheet)	3	3
3	II	Form for Agreement	4	4
4	III	Format of Certificate	5	5
5	III(A)	Format of certificate given by attorney/authorized	6	6
6	IV	Bid security	7	8
7	V	Format of work experience	9	9
8	VI	Form For Annual Contractual Turnover Data	10	10
9		Tender Form (Second Sheet)	11	17
10		Special Conditions of Contract & Scope of work	18	25
11		Standard General Conditions of Contract	26	34
12	VII	Acceptance / Deviation Schedule	35	35
13	VIII	Declaration of no relative(S)	36	36
14	XVII Reference Para 16.(4)	Insurance Surety Bond for Performance Security	37	38
15		Schedule of Estimated Rates & Quantities	39	39

The tender can be viewed at web site [www.ireps.gov.in](http://www.ireps.gov.in). The tenderer/bidders must have Class-III Digital Signature Certificate & must be register on IREPS portal. Only registered tenderer/ bidders can participate on e-Tendering. All relevant paper must be uploaded at the time of participating in e-Tendering. Manual offers shall not be considered.

Signature of Tenderer with seal

DRM(C&W)/Jaipur  
For and on behalf of The President of India

## North Western Railway

TENDER FORM (First Sheet)

Tender No. M-M/442/C&amp;W/AMC/CCTV / JP/RT

Name of Work: Annual Maintenance Contract (AMC) of CCTV Cameras installed in coaches for a period of two years.

To,  
The President of India  
Acting through the DRM(C&W) North Western Railway-Jaipur

1. I/We\_\_have read the various conditions to tender attached hereto and agree to abide by the said conditions. I/We also agree to keep this offer open for acceptance for a period of **60**days from the date fixed for closing of the tender and in default thereof, I/We will be liable for forfeiture of my/our "Bid Security". I/We offer to do the work for NW Railway, at the rates quoted inthe attached bill(s) of quantities hereby bind myself/ourselves to complete the work in all respectswithin**24 Months** from the date of issue of letter of acceptance of the tender.
2. I/We also hereby agree to abideby the Indian Railways Standard General Conditions of Contract,with all correction slips up-to-date and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by Railway in the annexed Special Conditions/Specifications, Standard Schedule of Rates (SSOR) with all correction slips up-to-date for the present contract.
3. A Bid Security of**₹31100/-** 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 incase my/ourTenderis accepted and if:
  - (a) I/WedonotsubmitthePerformanceGuaranteewithinthetimespecifiedintheTenderdocument;
  - (b) I/Wedonotexecutethecontractdocumentswithin**sevendays**afterreceiptofnoticeissuedbytheRailwaythatsuchdocumentsare ready;and
  - (c) I/Wedonotcommencetheworkwithin**fifteendays**afterreceiptoforderstothateffect.
4. (a)I/We am/area Startup firm registered by.....DepartmentofIndustrialPolicyand Promotion(DIPP)and my registration number is.....valid upto-----  
(Copy enclosed) and hence exempted from submission of Bid Security.
5. We are a Labour Cooperative Society and our Registration No. is .....with  
..... and hence required to deposit only 50% of Bid Security.
6. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute abinding 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.

SignatureofTenderer(s).....

Date .....

AddressoftheTenderer .....

Signature of Tenderer with seal

DRM(C&W)/Jaipur  
For and on behalf of The President of India

North Western Railway  
CONTRACT AGREEMENT OF WORKS

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

DATED \_\_\_\_\_

ARTICLES OF AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between

The President of India acting through the Railway Administration hereafter called the "Railway" of the one part and \_\_\_\_\_ herein after called the "Contractor" of other part.

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

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

Contractor \_\_\_\_\_ (Signature)

Address \_\_\_\_\_

Date \_\_\_\_\_

Railway: Designation \_\_\_\_\_

(For President of India)

Date \_\_\_\_\_

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

Witnesses:

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

Signature of Tenderer with seal

DRM(C&W)/Jaipur  
For and on behalf of The President of India

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

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

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

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

SEAL AND SIGNATURE OF THE TENDERER

Place:

Dated:

\*\*The contents in Italics are only for guidance purpose. Details as appropriate are to be filled in suitably by tenderer. This affidavit is to be given by each member of JV.

Signature of Tenderer with seal

DRM(C&W)/Jaipur  
For and on behalf of The President of India

(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) ect.)

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 with seal

DRM(C&W)/Jaipur  
For and on behalf of The President of India

Para 5 of the Instructions to Tenderers  
(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: -----

The 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, ....., .... (herein after called "The Railway") having invited the bid for\_\_\_\_\_through Notice inviting tender (NIT) No.,\_\_\_\_\_, We have been informed that . . . . [Insert name of the Bidder]..... (Hereinafter called "the Bidder") intends to submit its bid (hereinafter called "the Bid") . WHEREAS, the Bidder is required to furnish Bid Security for the sum of [Insert required Value of Bid Security], in the form of Bank Guarantee, according to conditions of Bid.

AND

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

1. Know All Men that by these present that I/We the undersigned [Insert name(s) of authorized representatives of the Bank], being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay to the Railway full amount in the sum of [**Insert required Value of Bid Security**] as above stated.
2. The Bank undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway on the Bank shall be final, conclusive and binding, absolute and unequivocal on the Bank notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Bidder or Bank.
3. The Bank shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the Bidder and without the Railway being required to show grounds or give reasons for its demand of the amount so demanded.
4. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.
5. The Bank agrees that no change, addition, modifications to the terms of the Bid document or to any documents, which have been or may be made between the Railway and the Bidder, will in any way absolve the Bank from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification made by Railway at any time.
6. This guarantee will remain valid and effective from.....[insert date of issue] till ..... [insert date, which should be minimum 90 days beyond the expiry of validity of Bid]. Any demand in respect of this Guarantee should reach the Bank within the validity period of Bid Security.
7. The Bank Guarantee is unconditional and irrevocable.
8. The expressions Bank and Railway herein before used shall include their respective successors and assigns.
9. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the Railway. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.
10. The Bank hereby confirms that it is on the SFMS (Structured Financial Messaging System) and shall invariably send the advice of this Bank Guarantee to the following bank details

Signature of Tenderer with seal

DRM(C&W)/Jaipur  
For and on behalf of The President of India

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

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

Date .....

.....

Place.....

Bank's Seal and authorized signature(s)

[Name in Block letters] .....

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

[P/Attorney] No.

Witness:

1 Signature, Name & Address & Seal

2 Signature, Name& address & Seal

Bank's Seal

[P/Attorney]No.

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

Signature of Tenderer with seal

DRM(C&W)/Jaipur  
For and on behalf of The President of India



**ANNEXURE-V**

Format of work experience (To be issued by Organization where work executed) To whom it may concern

This is certified that M/S (Name of firm) ----- has successfully completed the work (name of work) -----

And information regarding work is as below-

1	Agreement/LOA number and date	
2	Date of actual start of work	
3	Date of actual completion of work	
4	Period of work as per agreement	
5	Total payment made against this work	
6	Total Penalty Imposed	
7	Performance Of work	
8	Remarks if any	

**Sign and seal of certifying Authority**

Signature of Tenderer with seal

DRM(C&W)/Jaipur  
For and on behalf of The President of India

Reference-Para10.2&17.15.2ofTenderForm(SecondSheet)ofAnnexurelofITT

EachBidderoreachmemberofaJVMustfillinthisformseparately: NAME OF

BIDDER/JV PARTNER:

AnnualContractualTurnoverDataforthePrevious3/4Years (Contractual Payment only)			
Year	Amount Currency	Exchange Rate	IndianNationalRupees Equivalent
Average Annual Contractual Turnover for last 3 years			

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

SEAL ANDSIGNATURE OF THEBIDDER

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 with seal

DRM(C&W)/Jaipur  
For and on behalf of The President of India

## TENDER FORM (Second Sheet)

### Instructions to Tenderers and Conditions of Tender & other Terms conditions

Indian Railways Standard General conditions of contract (works) **April 2022** and updated and revised up to date shall be applicable for the work contract

**1. NATURE OF TENDERING**

Nature of tendering is e-tendering. Manual offers shall not be considered. The tender document can be viewed at web site [www.ireps.gov.in](http://www.ireps.gov.in). The tenderer must have Class-III Digital Signature Certificate & must be registered on IREPS portal. Only registered tenderer/bidders can participate on e-Tendering. All relevant paper must be uploaded at the time of participating in e-Tendering. Tenderer should note that the document is being allowed to be downloaded with further condition that Tenderers agree to abide by the conditions laid down in the tender document.

**2. Sale of Tender Document:** The prescribed Tender Forms (non-transferable) are obtainable during the period from date of issue of NIT and till **03.07.2026, 15:00** hrs. (Closing date time) from the website "[www.ireps.gov.in](http://www.ireps.gov.in)" free of cost to all tenderers. Please note that the end of the document is marked as "END OF DOCUMENT". The total document is to be downloaded for submission of the offer otherwise the document will be treated as invalid.

**3.** Any modification /correction/addition/deletion in the original format of the tender in downloaded tender document will not be accepted and tender will be summarily rejected.

**4.** Tenderer should watch the web site for the corrigendum/ addendum to the NIT/ tender document and there will not be any separate communication for that. Tenderer should submit proper tender document include amendment if any. In case the tender document is found at variance with respect to the standard & approved tender document, the later shall prevail & will be binding on tenderer.

**5.** The Tenderer(s) shall quote his / their rates as a percentage above or below the Schedule of Rates of N.W. Railway as applicable to Jaipur Division except where he/they are required to quote item rates and must tender for all the items shown in the Schedule of approximate quantities attached. 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.

**6.** 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.

**7.** The works are required to be completed within a period of **24** Months from the date of commencement of work, specified period of contract and extension of period as per GCC April 2022 and amendment upto date. The firm shall start the work within 15 days from the date of issue of LOA.

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

**9. Bid Security:**

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

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

Note:

- (i) The Bid Security shall be rounded off to the nearest ₹100. This Bid Security shall be applicable for all modes of tendering.
- (ii) Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of Bid Security detailed above.
- (iii) Labour Cooperative Societies shall submit only 50% of above Bid Security detailed above.
- (b) It shall be understood that the tender documents have been issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resile from his offer or modify the terms and conditions there of in a manner not acceptable to the Engineer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the Railway.
- (c) If his tender is accepted this Bid Security mentioned in sub clause (a) above will be retained as part security for the due

Signature of Tenderer with seal

DRM(C&W)/Jaipur  
For and on behalf of The President of India

and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract. The Bid Security of other Tenderers shall, save as herein be foreprovided, be returned to them, but the Railway shall not be responsible for any loss or depreciation that may happen there to while in their possession, nor be liable to pay interest thereon.

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

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

- i. A scanned copy of the Bank Guarantee shall be uploaded on e-Procurement Portal(IREPS) while applying to the tender.
- ii. The original Bank Guarantee should be delivered in person to the official(COS/Mechanical) nominated as indicated in the tender document **before closing date for submission of bids. (i.e. excluding the last date of submission of bid)**
- iii. Non submission of scanned copy of certificateed copy of Bank Guarantee with the bid on e-tendering portal (IREPS)and/or non-submission of original Bank Guarantee within the specified period shall lead to summary rejection of bid.
- iv. The Tender Security shall remain invalid for a period of 90 days beyond the validity period for the Tender.
- v. The details of the BG, physically submitted should match with the details available in the scanned copy and the data entered during bid submission time, failing which the bid will be rejected.
- vi. The Bank Guarantee shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification "Bid for the \*\*\*\*\* Project" and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of the envelope.
- vii. The envelope shall be addressed to the officer and address as mentioned in the tender document.
- viii. If the envelope is not sealed and marked as instructed above, the Railway assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

**10. DOCUMENTS TO ACCOMPANY THE OFFER:** - Tenderer should submit his offer along with his/their tender credentials to establish his capacity to carry out the works satisfactorily. The following documents shall invariably upload online on [www.ireps.gov.in](http://www.ireps.gov.in) the offer.

- (i) Bid Security for **Rs. 31100/-** through online net banking in favor of FA&CAO/NWR/Jaipur executed by State Bank of India or any of the nationalized bank or scheduled bank before closing of tender. Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of Bid Security detailed above
- (ii) Partnership deed, (in case of partnership firms). Memorandum of Articles of Association.
- (iii) Power of Attorney, if any.
- (iv) Testimonials/Credentials/documentary evidence and performance record in support of satisfactory work.
- (v) It is mandatory to give bank details as following: -
  - a) Bank Account Number: - \_\_\_\_\_
  - b) Type of Bank Account Number: - \_\_\_\_\_
  - c) Name of the Bank with branch address: - \_\_\_\_\_
  - d) The Bank specific (IFSC) code number: - \_\_\_\_\_
  - e) Any other documents, the tenderer may like to submit in support of their credential.

**11. Tenderer must submit E-Tender along with relevant documents through the [www.ireps.gov.in](http://www.ireps.gov.in) before closing date time i.e. 03.07.2026 at 15:00 Hrs.**

**12. OPENING OF TENDERS:**

The E-Tenders shall be opened online after 15.30 hrs. On **03.07.2026** at in the office of the DRM (C&W), North Western Railway, Jaipur 302006.

13. Railway Administration shall not be responsible for any delay / difficulties / in-accessibility of the down-loading facility for any reason whatsoever. In case of any discrepancy between the tender documents downloaded from Internet and the master copy available in the office, the latter shall prevail and will be binding on the tenderer(s). No claim on this account shall be entertained.

**14. Care in Submission of Tenders:**

- (a) (i) Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be countered 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.

Signature of Tenderer with seal

DRM(C&W)/Jaipur  
For and on behalf of The President of India

(a)(ii) Tenderers will examine the various provisions of The Central Goods and Services Tax Act, 2017 (CGST)/ Integrated Goods and Services Tax Act, 2017 (IGST)/ Union Territory Goods and Services Tax Act, 2017 (UTGST)/ respective state's State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt. & as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.

(a)(iii) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to the railway immediately after the award of contract, without which no payment shall be released to the Contractor. The Contractor shall be responsible for deposition of applicable GST to the concerned authority.

(a)(iv) In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, the railway shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.

(a) (v) Contractor shall be liable to pay/refund the amount collected as GST to the Indian Railways along with interest and penalties, if any imposed by the authorities, in case GST input tax credit of Indian Railways is denied/rejected by the tax authorities due to reasons mentioned below but not limited to:

Wrong/incorrect invoices issued by Contractor;

No-filing of GST returns;

Non-payment of GST collected from Indian Railways to the authorities;

Any other non-compliance done by Contractor;

**General Indemnity:** Contractor hereby agrees to indemnify and hold harmless the Indian Railways from and against any and all losses, including loss on account of Input Tax Credit and all losses incurred by the Indian Railways relating to or arising out of or in connection with any actual or threatened claim, legal action, proceedings, prosecution or inquiry by or against the Indian Railways arising out, directly or indirectly, of failure by the contractor to comply with the provisions of GST and related laws, or based upon or arising from any failure by the Contractor.

**Retention Money:** Any payment liable to be paid by Indian Railways to contractor against the goods or services or both supplied by such contractor to Indian Railways shall be kept on hold in case supplier makes any non-compliance of any of the GST law provisions including non-reporting of invoices in GST returns. Such payment shall be released after proper verification of records and availability of ITC to Indian Railways as per provisions of GST Law.

(b) When work is tendered for by a firm or company, the tender shall be signed by the individual legally authorized to enter into commitments on their behalf.

(c) The Railway will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.

**14.1** The tenderer shall submit a copy of certificate stating that all their statements/documents submitted along with bid are true and factual. Standard format of certificate to be submitted by the bidder is enclosed as Annexure-III. **In addition to Annexure-III, in case of other than company/proprietary firm, Annexure-III (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 summary rejection of his/their bid.** It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self-attested / digitally signed by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document.

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

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

17. 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.

**18. Eligibility Criteria: As the tender value is less than 50 Lakh, as such no eligibility criteria is applicable.**

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## 19. Tenderer Credentials:

Documents testifying tenderer previous experience and financial status should be produced along with the tender. Tenderer(s) who is / are not borne on the approved list of the Contractors of N.W. Railway shall submit along with his / their tender:

- (i) Certificates and testimonials regarding contracting experience for the type of job for which tender is invited with list of works carried out in the past.
- (ii) Certificates which may be an attested Certificate from the client, Audited Balance Sheet duly certified by the Chartered Accountant etc. regarding contractual payments received in the past.
- (iii) The list of personnel / organization on hand and proposed to be engaged for the tendered work. Similarly list of Plant & Machinery available on hand and proposed to be inducted and hired for the tendered work.
- (iv) A copy of certificate stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the certificate to be submitted by the bidder is enclosed as **Annexure-III**. In addition to Annexure-III, in case of other than Company/Proprietary firm, Annexure-III (A) shall also be submitted by the each member of a Partnership Firm / Joint Venture (JV) Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. As the case may be. Non submission of a copy of certificate by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify state and submit the supporting documents duly self-attested by which they/he are/is qualifying the Qualifying Criteria mentioned in the Tender Document.
- (v) The Railway reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the Railway, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Railway shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the Railway there under.
- (vi) (a) In case of any information submitted by tenderer is found to be false forged or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender Bid Security besides banning of business for a period of **up to two years**.  
(b) In case of any information submitted by tenderer is found to be false forged or incorrect after the award of contract, the contract shall be terminated. Bid Security, Performance Guarantee and Security Deposit available with the railway shall be forfeited. In addition, other dues of the contractor, if any, under this contract shall be forfeited and agency shall be banned for doing business for a period of **up to two years**.

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

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

### 22. Documents to be Submitted Along with Tender

- (i) The tenderer shall clearly specify whether the tender is submitted on his own (Proprietary Firm) or on behalf of a Partnership Firm / Company / Joint Venture (JV) / Registered Society / Registered Trust / HUF etc. The tenderer(s) shall enclose the attested copies of the constitution of their concern, and copy of PAN Card along with their tender. Tender Documents in such cases are to be signed by such persons as may be legally competent to sign them on behalf of the firm, company, association, trust or society, as the case may be.
- (ii) **Following documents shall be submitted by the tenderer:**
  - (a) **Sole Proprietorship Firm:**
    - (i) All documents in terms of explanatory notes in clause 10 of the General Conditions of Contract.
  - (b) **HUF:**
    - (i) A copy of notarized affidavit on Stamp Paper declaring that he who is submitting the tender on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF.
  - (ii) All other documents in terms of para 10 of the Tender Form (Second Sheet) GCC April 22.
- (c) **Partnership Firm:**
  - (i) All documents as mentioned in para 18 of the Tender Form (Second Sheet) GCC April 22.
- (d) **Joint Venture (JV):** JV firm not applicable in this tender.
- (e) **Company registered under Companies Act 2013:**
  - (i) The copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company
  - (ii) A copy of Certificate of Incorporation
  - (iii) A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company.
  - (iv) All other documents in terms Para 10 of the Tender Form (Second Sheet) GCC April 22.

### (f) LLP (Limited Liability Partnership):

- (i) A copy of LLP Agreement
- (ii) A copy of Certificate of Incorporation.  
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(iii) A copy of Power of Attorney/Authorization issued by the LLP in favour of the individual to sign the tender on behalf of the LLP and create liability against the LLP.

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

(v) All other documents in terms of Para 10 of the Tender Form (Second Sheet) GCC April 22.

**(g) Registered Society & Registered Trust:**

(i) A copy of Certificate of Registration

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

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

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

(v) All other documents in terms of Para 18 of the Tender Form (Second Sheet) GCC April 22.

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

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

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

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

**23.** The tenderer whether sole proprietor / a company or a partnership firm / joint venture (JV) / registered society / registered trust / HUF / LLP etc. if they want to act through agent or individual partner(s), should submit along with the tender, a copy of power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person, specifically authorizing him/them to sign the tender, submit the tender and further to deal with the Tender/ Contract up to the stage of signing the agreement except in case where such specific person is authorized for above purposes through a provision made in the partnership deed / Memorandum of Understanding / Article of Association / Board resolution, failing which tender shall be summarily rejected.

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

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

**24. Employment/Partnership etc. of Retired Railway Employees:**

(a) Should a tenderer

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

ii) being partnership firm / joint venture (JV) / registered society / registered trust etc have as one of its partners/members a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, OR

iii) being an incorporated company have any such retired Engineer of the gazetted rank or any other gazetted officer working before his retirement as one of its directors AND

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

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

**b)** In case, upon successful award of contract, should a tenderer depute for execution of the works under or to deal matters related with this contract, any retired Engineer of gazette rank or retired gazetted officer working before his retirement in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, and now in his employment, then the tenderer will ensure that retired Engineer or retired gazetted officer had retired from government service at least 1 year prior to the date of his employment with tenderer and in case he had retired from service within a year then he possesses the requisite permission from the President of India or any officer, duly authorized by him in this behalf, to get associated with the tenderer.

**c)** Should a tenderer or Contractor being an individual, have member(s) of his family or in the case of partnership firm/ company / joint venture (JV) / registered society / registered trust etc. one or more of his partner(s)/shareholder(s) or member(s) of the family of partner(s)/shareholder(s) having share of more than 1% in the tendering entity employed in gazetted capacity in the Engineering or any other department of the railway, then the tenderer at the time of submission of tender, will inform the authority inviting tenders the details of such persons.

**Note:** -If information as required as per 24.a), b), c) above has not been furnished, contract is liable to be dealt in accordance with provision of clause 62 of the Standard General Condition of contract.

**25. JOINT VENTURE (JV): Joint venture firms are not allowed in this tender.**

**26. Participation of Partnership Firms in works tenders:**

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

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

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

**26.4** Once the tender has been submitted, the constitution of the firm shall not normally be allowed to be modified / altered / terminated during the validity of the tender as well as the currency of the contract except when modification becomes inevitable due to succession laws etc., in which case prior permission should be taken from Railway and in any case the minimum eligibility criteria should not get vitiated.

The re-constitution of firm in such cases should be followed by a notary certified Supplementary Deed. The approval for change of constitution of the firm, in any case, shall be at the sole discretion of the Railways and the tenderer shall have no claims whatsoever. Any change in the constitution of Partnership firm after submission of tender shall be with the consent of all partners and with the signatures of all partners as that in the Partnership Deed. Failure to observe this requirement shall render the offer invalid and full Bid Security shall be forfeited.

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

**26.5** 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.

**26.6** 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.

**26.7** 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.

**26.8** 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.

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**26.9** In case the Letter of Acceptance (LOA) is issued to a partnership firm, the following undertakings shall be furnished by all the partners through a notarized affidavit, before signing of contract agreement.

**(a) Joint and several liabilities:**

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

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

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

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

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

**26.10** The tenderer shall clearly specify that the tender is submitted on behalf of a partnership firm.

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

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

**(ii)** A notarized or registered copy of Power of Attorney in favour of the individual to tender for the work, sign the agreement etc. and create liability against the firm.

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

**(iv)** All other documents in terms of Para 18 of the Tender Form (Second Sheet) above.

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

Technical and financial eligibility of the firm shall be adjudged based on satisfactory fulfillment of the eligibility criteria laid down in Para 10 of the Tender Form (Second Sheet) GCC April 22.

**Note: Annexure–VII** is enclosed and the details as per annexed format shall be furnished by tenderer. The format should not be left blank. In case of there being no such retired gazetted Railway officer/ Engineer, no relative then Nil to be furnished in the format.

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## SPECIAL CONDITIONS OF CONTRACT

**Name of Work:** Annual Maintenance Contract (AMC) of CCTV Cameras installed in coaches for a period of two years.

1. The contract will be governed by General Conditions of Contract (GCC) for works Apr 2022 with all latest amendments in conjunction with special conditions of contract and scope of work mentioned hereunder.
2. **The Joint Venture (JV) firms are not eligible to participate in this tender**
3. The contractor has to ensure the optimum usage of water and electricity and avoid the misuse of the same.
4. All the Staff employed by the contractor will be paid by the contractor and it will be the contractor's responsibility for their lodging and boarding etc. If any of the contractor's men disobey or misbehave with Railway men (Inspectors/Officers) then the contractor will have to sack the said employee and replace him by some other employee. The Contractor will maintain all wage related details to comply with the contract conditions on contractual workers as contained in GCC of works 2022 and will produce the same as and when demanded by Railway Administration.
5. The work is to be carried out in Railway Property therefore every precaution shall be taken by the contractor to protect the Labour and materials. The Contractor shall adhere to the Labour Rules, Workmen Compensation Act and Payment of minimum wages Act and other Labour legislations.
6. Railway reserves the right to terminate the contract or levy penalty on contractor in case of repeated irregularities, contravention of contract conditions, misbehavior or disobedience.
7. Coordination with other contractors: The Contractor shall co-ordinate his programs to the extent feasible with the programs of other contractors to be engaged at the site or in the vicinity of the site, as furnished by the Engineer so that the works can be carryout as per the overall programmed.
8. Neither the contractor nor his employee will make use of the facilities available for the Railway staff. In case any outsider found using these facilities then Railway administration reserves right to impose penalty on the said contractor.
9. The Contractor shall nominate a representative /supervisor-in-charge who shall maintain liaison with the Sr. CDO/C&W/JP and ADME/JP and SSE/C&W/JP or his nominated representative regarding carrying out activities, liaison with Railways etc.
10. The Contractor should take utmost care to ensure that no damage to the Railway property takes place due to any act of workmen, while carrying out the work under this Contract.
11. The work shall be carried out without affecting the Railway working and in consultation with Sr. Section Engineer(C&W) or his authorized representative.
12. **SUBMITTAL BY THE SUCCESSFUL BIDDER AND COMMENCEMENT OF WORK:** Successful bidder shall submit the following for getting the approval from the Employer within 3 days from the date of issue of instructions from Railway.  
Successful bidder shall furnish complete details of the personnel along with numbers to be deployed with supervisor(s) giving the working timings. The name/list of all the employees along with supervisor should be submitted to SSE/C&W/JP or his authorized representative, along with CVs of each staff. Each CV shall have the current photographs of the person and shall be signed by the person. Each CV shall be submitted duly verified by the contractor's authorized representative and shall contains the following information but not limited to: -
  - Name in full
  - Father's name
  - Date of Birth
  - Present Address
  - Permanent Address
  - Educational Qualification
  - AADHAR Card Number
  - Fitter/Welder/Helper/Cleaner work experience
  - Any other experienceOn top of every CV, the proposed category is also to be indicated. In case the individual does not have AADHAR Card, it is the contractor's obligation to provide necessary assistance in obtaining the same within one month of deployment of said staff on duty.
13. Identity Card for labour employed by the successful bidder would be issued and duly certified by Railway. For this purpose, the list of workers to be deployed and their Aadhar card would be furnished at the time of signing of the agreement. These identity badges should be so carried that they can be identified by Railway Security/Carriage & Wagon Staff and Supervisors. The Identify badge should be worn by contractor Labour on left on the chest at the place of work.
14. Contractor should ensure that the person employed by him does not have any criminal background & political affiliation.
15. The work shall start within a period of 15 days or as early as possible from the date of receipt of the "LOA" failing which the action will be taken as per extant rules.
16. The Contractor is expected to maintain entire database of Activity carried out by him under this contract for analytical purpose at the end of every month. The Contractor is also expected to make available this database to Railway
17. **Validity of the contract:** This contract shall be valid for a period of 24 Months. However, performance will be reviewed on

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regular basis. If the performance of the contractor is not found satisfactory, the contract will be terminated by giving suitable notice as per GCC with latest amendment.

18. SSE(C&W)/JP will be the In-charge and Sr. CDO/JP will be the officer In-charge for this contract work. However, in case of any dispute Sr. Divisional Mechanical Engineer (C&W)–Jaipur decision will be final.
19. The work will be executed under officer in-charge Sr. CDO/JP and under the supervision of SSE (C&W)/JP.
20. The tenderer shall visit and acquaint himself with the existing system at site before applying for tender.
21. Railway reserves the right for any modification/changes in terms & condition & special conditions on the same rate if required and the contractor will be bound to adhere to the same.
22. The contractor should note that no compensation due to any loss of life or loss of material or any other account shall be given by the Railway Administration and contractor shall have to pay all compensation in case of any accident, injury to his labour.
23. The contractor should furnish complete details of the labour including bank account no. to the consignee.
24. **Deployment of Manpower:** The work is purely Outcome based and number of Manpower is not specified. However, contractor is bound to supply sufficient manpower and other resources so that quality of work may not be affected and work may be completed within prescribed time as per scope of work. Delay on account of contractor may attract penalty as per SOW.
25. The contractor shall comply with the latest provisions of
  - a) Minimum wage act 1948 and rules made there under.
  - b) Provisions of payment of Wages Act 1936 and rules made there under
  - c) Provisions of Contract labours (Regulation and Abolition) Act 1970
  - d) Provision of employees Provident Fund Act 1952.
  - e) Provision of workmen compensation Act 1923
  - f) The bonded Labor system (Abolition) Ordinance 1975 Rules made thereon.
  - g) The Prohibition of Employment as Manual Scavengers and their Rehabilitation Act-2013
  - h) Any other rule/law/regulation applicable.
  - i) All provisions contained in GCC for works 2022.
26. The contractor shall conform to all laws, bye laws, rules and regulations in force pertaining to the employment of local or imported labour and shall take all necessary precautions to ensure and preserve the health and safety of all employees.
27. The contractor shall not employ children below the age of 18 years as laborers directly or through petty contractor or sub-coordinator for execution of the work.
28. All notices, communications, reference and complaints made by the Railway or the Engineer or the Engineer's Representative or the Contractor inter-se concerning the works shall be in writing and no notice, communication, reference or complaint not in writing shall be recognized.
29. **Work Diary & Registers to be Maintained:**

Work Diary & Registers shall be open for this contract in which the Contractor will indicate the details of the works carried out daily and it should be jointly certified by both representative of Sr.CDO/(C&W)/Jaipur and contractor's representative daily. Additional records/registers if any should also be maintained and the details recorded as per the directions of representative of Sr.CDO/(C&W)/Jaipur and all record should be available at Coach Care Complex Jaipur office in digital form also.
30. **Schedule of PAYMENTS:** -The standard payment terms subject to recoveries of any amount under the liquidated damages clause of contract will be as under: -
  - 30.1 Measurement of work shall be done by SSE/C&W/JP and shall be submitted through Sr.CDO/(C&W)/Jaipur to SR. DME/C&W/JP for payment.
  - 30.2 Railway supervisor shall do measurements of work executed in Measurement Book (MB) on daily basis:
  - 30.3 The bill prepared in triplicate by the contractor should be certified by the SSE/C&W/JP & SR. CDO/C&W/JP.
  - 30.4 Measurement of the work will be done by SSE/C&W/JP and eMB will be filled on IRWCMS portal for further process.
  - 30.5 On account payment will be made to the firm/ contractor on monthly basis based on the quantum of work carried out. Normally the bills shall be submitted by the contractor on or before 10th day of each month in respect of the work done during the preceding month. The bills accompanied with Measurement Book and duly verified by the Engineer's representative shall be submitted to Sr.DME(C&W)/JP for certification for payment and onward Submission to Sr.DFM/Jaipur respectively for checking and arranging payment. Payment of amount due will be made through EFT/NEFT. Mandate form of EFT/NEFT.

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- 30.6 The contractor should submit monthly bill within a period of 10 days from the expiry of each month. These bills will be checked and verified by SSE/C&W/JP in-charge for the work executed.
- 30.7 In case of any deviation in the payment period or billing date, Sr.DME/C&W/Jaipur shall be competent for their work to approve such changes based on application received from the contractor to this effect.
- 30.8 Payment as above shall be subject to any other deductions of any amount for which the contractor is liable under the contract against this tender.
- 30.9 The documentary proof/certificates/ Invoice for GST as per GST rule shall be submitted.
- 30.10 Contractor shall submit GST challan/statement of payment of GST of previous month invoice with next bill and next bill shall be processed on production of the documentary evidence.
- 30.11 The payment to the workers shall be made as per the guideline and extent rules of minimum wages act prescribed by ministry of labour. The income Tax will be deducted at source as per the applicable rates.
- 30.12 Submission of bills should not be delayed without genuine reasons.
- 30.13 The consignee/SSE/C&W/JP shall have to submit the summary of penalties to be imposed in detail in tabular form as mentioned in penalty clause.
- 30.14 The Contractor should submit the bill on monthly basis only for the actual work carried out to SSE (C&W)/JP with all relevant record, and then forward to concerned officer along with detailed report for onward submission to division.
- 30.15 Sr. DME/C&W-JP shall be the bill passing authority and Sr. DFM-JP shall be the bill paying authority.
- 30.16 Based on the record of Measurement Books, concerned SSE (C&W)/JP/nominated official shall prepare a consolidated-on account certificate (bill) in prescribed form and obtain signature contractor/authorized person and counter signature of SR. DME/C&W/JP. Contractor shall submit bills as per above MBs and on account certificate through SSE/C&W/JP to Sr. DME (C&W) office processing and sending to finance for payment.
- 30.17 The payment shall be made on a monthly basis for NS item in a month. At the end of the month, the contractor shall submit necessary documents & Bill in the standard format for payment.
- 30.18 That the Railway Administration reserves the right to withhold the payment of the dues of the contractor under this agreement, in the event of breach of contract of condition embodied in this agreement or its any Annexure attached herewith.
- 30.19 Taxes shall be deducted at source as per applicable rules. Service tax wherever applicable, for this work, the same must be shown separately in the bill and submit documentary evidence of actually having paid the service tax to the authorities.
- 30.20 That the contractor shall prefer his claims in writing for unpaid money to be due to him in respect of any matter or thing done and remaining unpaid as per the terms and condition of this agreement within the time limit stated below.

(a) In a case of initial claims: Within 6 months from the date of transaction giving rise to the claims.

(b) In case of disallowance: 6 months from the date of disallowance by Railway Administration.

#### 31. Penalty:-

- a) If firm fails to attend the Schedule attention/breakdown attention within 48 hrs/ first available opportunity in JP Pit line/Sick line/Yard/station from failure intimation by SSE /C&W/JP by any means (Whatsapp/mail/SMS/by calling) than a penalty of Rs. 100/- per day/per Coach will be imposed.
- b) Firm has to ensure that the repair in any coach should not delay on account of spares. If any repair is delayed due to non-availability of spares and the coach has to be booked in service then only material charges shall be payable for the visit to attend the pending repairs and a penalty of Rs. 100/- per day/per Coach will be imposed from the date of first availability of coach at JP.
- c) In case item fitted during repair work not as per standard, penalty of 50% of price value shall be impose & item will be replaced as per specification.
- d) A penalty of Rs.100/- will be imposed per instance per person if contractor's staff & supervisor are not found in proper uniform and ID card.
- e) If Firms not attend/changed the defective item which was changed earlier during Schedule attention/breakdown attention and which is under warranty period, penalty of 100% of price value of item shall be deducted. If firm change this item delayed than a penalty of Rs. 100/- per coach per day shall be deducted from running bill from the date of first availability of coach at JP after intimation.

#### 32. DUTIES, TAXES, ROYALTY ETC AND CHANGE IN TAXES/DUTIES:

The Contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. He shall submit copies of acknowledgements evidencing filing of tax returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc., of the Contractor's in respect thereof, which may arise.

- a. The estimated rates are inclusive of all applicable taxes and GST. The bidders shall quote their Price as per the Tender Conditions which should be inclusive of all applicable Taxes viz. GST etc. The said Rate will be applicable as on the due date of submission of the tender.

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- b. Any change in tax laws due to the following may be considered and compensated to the contractor if such change in the tax laws occurs after the due date of submission of the tender:
    - i. Any new tax-imposed post due date of tender submission.
    - ii. Change in the rate of any existing tax after due date of tender submission.
  - c. The increase/decrease in taxes due to the above conditions will be compensated/ adjusted by the Railway administration, if there is net variation in the amount of such taxes over and above the amount and rate of all applicable Taxes viz. GST etc. which are included in the bid price/ quote for the tender as applicable on the due date of tender submission.
  - d. Tenderers will examine the various provision of the Central Goods and Service Tax Act, 2017/(CGST)/Integrated Goods and Service Tax Act, 2017(IGST)/Union Territory Goods and Service Tax Act, 2017(UTGST)/ respective states State Goods and Service Tax Act (SGST) also, as notified by Central /State Govt. & as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.
  - e. The successful tenderer who is liable to 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.
  - f. In case of 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.
33. Sr. Divisional Mechanical Engineer-Jaipur shall have discretion to settle any dispute arising out of this work and his decision in this regard will be binding on the contractor.
34. It shall not be obligatory on the said authority to accept the lowest tender and no tenderer/tenderers shall demand any explanation for the cause or rejection of his /their tender.
35. The authority for the acceptance of the tender will rest with the North Western Railway, which does not bind itself to accept the lowest or any other tender, nor does it undertake to assign reasons for declining to consider any particular tender or tenders.
34. If any of the contractual staff is found involved in any kind of unfair trade practices and unlawful/illegal activities, strict exemplary actions will be taken including hefty penalty, unsatisfactory work performance certificate, termination of contract and even banning of firm for future business with Railways.
35. All direct or indirect costs and obligations pertaining to employment of specialized manpower will be borne by contractor under the scope of work.
36. The Contractor shall also provide adequate no. of trained manpower to execute work as per scope of work for this work.
37. The Contractor shall have to make his own arrangement for the residential accommodation for his employees/ laborers during the contract period.
38. The successful tenderer shall also indemnify Railways against all claims for damages, suits and demands preferred against the government by third parties in respect of injuries to or death of third persons and in respect of loss of or damage to property caused by the contractor, contractor's labourers.
39. Supervision by Railways: Railways will provide supervision and inspecting team as it deems necessary for the entire period of currency of the contract for the purpose of inspection, monitoring, day to day work, work quality check and any other work connected with management of the contract. All the records will be signed jointly by the contractor and railway representative on daily basis.
40. Postponement: The successful tender(s)/Contractor(s) shall have no claim whatsoever against the Railways if the work is postponed to a later date, closed down for completion over a longer period, suspended the course of execution or abandoned either in part or whole in the overall interest of the Railways Administration or for any reason beyond the control of Railways/Administration. The decision of the Railways in this regard shall be final and binding of tenderer(s)/Contractor(s).
41. Working Hours: In general 08/17 hrs. But it can be changed on the basis of requirement.
42. Plea of Custom: The plea of "Custom" prevailing will not on any account be permitted as an excuse for infringement of any of the conditions of contract or specifications.
43. First-Aid: The contractor shall maintain, in a readily accessible place, first aid appliance including an adequate supply of sterilized dressing and sterilized cotton wool. The appliance shall be placed under the charge of responsible person who shall be available during working hours.
44. Trespass: The contractor shall at all times be responsible for any damage or trespass committed by his agents and workmen in carrying out the work, unless such trespass is authorized by the Engineer.
45. Any damage, deterioration, loss cause to Railway properties due to negligence/carelessness on the part workmen employed by the contractor shall be made good at his own cost. If he fails to do so, Railway shall be within their rights to affect necessary recoveries from the contractor's bill of the theft/ loss of the Rly properties. The contractor shall responsible for making good the losses occurred due to negligence or laxity of the supervision by the contractor.

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46. All necessary personal safety equipment as considered adequate by the Engineer-in charge should be kept available for the use of the persons employed on the site and maintained in a condition suitable for immediate use and the contractor should take adequate steps to ensure proper use of equipment by these concerned.

I/We here by agree to carry out the work at the rate quoted by me/us duly accepted by Railway & abide by the special terms & conditions laid down here in above.

### SCOPE OF WORK

**Name of work:** Contract work of "Annual Maintenance Contract (AMC) of CCTV Cameras installed in coaches for a period of two years.

1. AMC include all coaches fitted with CCTV camera.
2. The coaches mentioned in Annexure-'A' are tentative which may change as per requirement. Firm has to attend all the coaches offered for maintenance for which payments will be given accordingly.
3. Whenever AMC will start, coaches which are out of warranty at that time will be attended under AMC.
4. AMC charges will be paid **"per coach per service/attention"** as per mentioned in the contract agreement for work satisfactorily along joint check report in each visit.
5. During AMC period, contractor must ensure working of all CCTV cameras, NVR, Hard disk and other accessories in **"every Fortnight or Twice in a month "Schedule.**
6. During AMC period, contractor must also attend CCTV cameras, NVR, Hard disk and other accessories in a coach when called on **"Breakdown basis "other than scheduled visit.**
7. Work includes in AMC are checking & replace the defective items, checking of connection, functioning & testing of CCTV cameras for their proper working.
8. Power supply units to be maintained in accordance to the standard needed to ensure maximum outputs.
9. Check the Router & Hard Disc wiring and connection.
10. All the connections to be checked end to end to ensure proper transmission of video signal and power supply.
11. Networking of the Router to be balanced and bandwidth controlled to be established in accordance to site needs.
12. System Fans are to be monitored and serviced to ensure the system RPM of the Fan.
13. The wires/cables to be thoroughly checked to determine if it needs to be change.
14. AMC charges **per coach per service/attention**, includes checking of system functionality, replace defective items, providing of recoding footage if required & repair of CCTV cameras, NVR, Hard disk and other accessories inside coach.
15. Recording footage of coach shall be provided for that prior approval of railway person (Sr.CDO/JP or nominated by Sr. DME/C&W/JP) is required in written.
16. Number of visits kept during AMC period is **02 per month** for repair & check. Minimum interval of 15 days shall be kept in between visits.
17. Contractor must attend any complaints received from passenger/OBHS staff/Railway representative regarding any malfunctioning of system during en-route.
18. The firm should provide a laptop to the CAMC staff to transfer CCTV data from hard disk to CD or Pen drive as and when demanded by railway representative.
19. During CAMC contractor should do necessary changes in software data in this system as and when required by railway.
20. All CCTV cameras to be checked and serviced in accordance to the service needed. Coach Wise and train wise status of performance of CCTV camera to be recorded in the register with joint signature of firm's and Railway's representative.
21. Register of records of work carried out & part repair/replaced shall be maintained by Contractor with joint signature of firm's and Railway's representative. Format of record should be finalized with the consultation with Sr.CDO/JP or nominated by Sr. DME/C&W/JP.
22. Spare parts whenever required will be provided by the firm on chargeable basis.
23. The firm should send a qualified engineer/technician to attend Schedule attention/Breakdown attention and repair the same **on first available opportunity of coach at JP. The information of complaint will be provided by SSE/C&W/JP or his representative by any means i.e. telephonically/Email/SMS/Whatsapp etc.**
24. Firm representative whenever comes to attend any coach, he should check and confirm that video recording of all CCTVs provided in coach, after last attention given to that particular coach, is available in NVR.
25. **While attending a prescheduled/Breakdown repair, the firm representative may be offered to attend repair in any coach available in JP Pit line/Sick line/Yard/station.**
26. Firm has to give the warranty of the work attended/Item changed/replaced during schedule attention

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work/Breakdown attention. A minimum 12 months warranty should be given for the parts/accessories replace during repair/attention of coach. In this duration of 12 months, if any parts/accessories found defective, which was previously changed/replace/attended during schedule attention/Breakdown attention than firm has to changed/replace/attend the parts/accessories free of cost and no Service/attention charge will be provided for this.

27. Firm has to deposit old/defective items to railway (stores) that have been replaced during maintenance.
28. If other base/Railway coach, which is running in JP base train, offered for repair/attend should also be attended within AMC of JP.
29. During attention of coaches if any part of the system found defective than only defective part should be changed instead of replacing whole Unit or subunit of the system.
30. Firm has to ensure that the repairs in any coach should not delay on account of spares. Firm has to ensure that material/spares for around 01 year consumption as buffer stock to be deposited in store at JP depot.
31. Firm has to deposit Old/defective items to railways (stores) that have been replaced/changed during maintenance.
32. Transportation cost of material required for subject work will be born by contractor.

**Condition basis item required:-**

1. During AMC period of 02-year if any item not working, damage or found deficient during check if required than for new fitment of repair of item cost will be paid as per accepted rate of schedule.
2. No price escalation applies for listed item during contract period as mentioned.
3. Contractor shall provide 01 year of warranty for new fitted or replaced item from the date of commissioning for that coach wise record must be kept in depot along with joint signature.
4. Payment to condition base item fitted shall be paid after satisfaction by on duty railway representative (SSE/IE) or nominated by Sr. DME/C&W/JP.
5. Item specification should be as per OEM or specification MMDTS: 19030 Rev :02 dated 18.07.2022 & ICF MD-SPEC-269 REV-05 dated 12.08.2016 & approval of depot officer required before fitment.
6. Firm should have an adequate stock of spares which can be used as & when required. The spare parts stocked should be compatible with OEM's specification.
7. Contractor should keep necessary spare of condition basis item as required for repair at both the coaching depot, JP so that in case of breakdown/malfunctioning of system, system keep in working condition.

**1. IP Camera shall conform to the following specification:**

	Specification
Type	Micro DOME camera
Image sensor	113"C-MOS
Lens	2.8mrn min.
Resolution	Full HD (1920x1080) resolution and 25 frames per second (FPS)
Min. illumination	0.3 Lux (Colour), 0Lux (131W)
Day &Night	Auto (IR)/Day/Night
Dimension Range (Approx)	Dia.100-130mm,1-150-110mm.
Power supply	PoEwithM12/M23connector
Weight(approx.)	850 grams
Infra-Red	Built-in Infra-Red Illuminator with range 10m or more
Activity controlled Video recording	During periods of negligible motion, there cording bits rate Shall drop and when motion occurs, there cording bit rate shall return to normal without any perceptible delay.
MAC Address	The MAC address of the IP cameras must be registered in the Name of OEM supplying the Cameras.
Humidity	20% to 80% RH, Non-condensing or as specified by the purchaser
Ingress Protection	IP 66
Vandal Proof Casing	IK 8 or higher

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## 2. NETWORK VIDEO RECORDER (NVR)

The Network Video Recorder (NVR) shall be of rugged design with high resistance to vibration and impact Dust-resistant in a metal enclosure. The mounting of NVR shall be done at the location as per the tender drawing.

Network Video Recorder (NVR) shall conform to the following specification:

Parameter	Requirement
Video	Shall support 8 ports & compatible with IP cameras
Recording IP lay back	Shall support real time video recording and play back
Storage	<ol style="list-style-type: none"> <li>1) One 2.5" HDD with minimum capacity of 2 TB. However, the capacity should be sufficient enough to record maximum resolution videos for 30 days minimum @ 24 hours per day.</li> <li>2) One SD card with 32 GB capacity,</li> </ol>
Interface	<ol style="list-style-type: none"> <li>1) GPS antenna</li> <li>2) Power input</li> <li>3) Network interface</li> <li>4) PoE port with MI21M23 connector</li> <li>5) USB port</li> <li>6) Serial interface, I/O terminal</li> <li>7) GPRS/CDMA mobile communication</li> </ol>
GPS	Device shall be compatible to support GPS for real time location and speed tagging of video stream.
PowerInput	Trainlightingvoltageis110VDC.Thecontractorshallprovid Suitable converter to convert the train lighting voltage to require device input voltage.
Dimension	250x190x140 mm

## 3. Software System Requirement

- a) Requirements of Recorded Video Analysis Feature
- b) Software shall enable play back of recorded video stream.
- c) One or more video stream scan be selected and shown simultaneously in a multiple display.
- d) The sequences of interest can be flagged with markings on the time bar. These sequences can then be exported by the software and either written to the analysis PC in a file or copied onto CD-ROM or DVD or USB storage.
- e) Enlarging the images to emphasis key details shall be possible.
- f) Software shall have the GPS interface to enable the operator to get the information regarding Train Location, Speed etc.
- g) The contractor shall provide, as a minimum, the following:
  - 1) Diagnostics & Maintenance Software
  - 2) User Manual for Diagnostics & Maintenance Software
  - 3) Two backup copies-of application software
  - 4) Test Software
- h) All software supplied for the system designed structurally aid logically, fully documented, thoroughly tested in a systematic manner such that they can achieve high quality in terms of safety, reliability, testability, traceability and maintainability.
- i) The contractor shall ensure that no license is required to use software supplied along with the equipment and there are no restrictions attached to the use of any information supplied by the contractor which Might later prevent or hinder the user from using system for viewing the video using the software.

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SN	COACH NO	TYPE	CCTV MAKE	TRAIN NO	PU	COMM. DATE	Warranty up to
1	232327	LWACCNE	CP PLUS	YARD	RCF	07-11-2023	06-11-2026
2	232335	LWACCNE	CP PLUS	19711 R4	RCF	10-11-2023	09-11-2026
3	232598	LWACCNE	CP PLUS	12980 R2	RCF	01-11-2023	31-10-2026
4	213587	LWACCNE	ADHUA	12968 R2	RCF	15-09-2022	14-09-2025
5	232593	LWACCNE	CP PLUS	12980 R1	RCF	01-11-2023	31-10-2026
6	232599	LWACCNE	CP PLUS	12980 R2	RCF	01-11-2023	31-10-2026
7	232187	LWFAC	H/VISION	19711 R4	RCF	16-08-2023	15-08-2026
8	232587	LWACCNE	ADHUA	19711 R3	RCF	01-11-2023	31-10-2026
9	232319	LWACCNE	CP PLUS	19711 R4	RCF	10-11-2023	09-11-2026
10	232589	LWACCNE	CP PLUS	12940 R1	RCF	01-11-2023	31-10-2026
11	202144	LWFCZAC	ADHUA	YARD	RCF	28-10-2020	27-10-2023
12	232591	LWACCNE	CP PLUS	19711 R3	RCF	01-11-2023	31-10-2026
13	232585	LWACCNE	CP PLUS	09705	RCF	01-11-2023	31-10-2026
14	242400	LWFAC	VACRON	12976 R2	RCF	25-02-2025	24-02-2028
15	121558	LWFCZAC	CP PLUS	12985	RCF	26-09-2012	25-09-2015
16	232590	LWACCNE	CP PLUS	19711 R3	RCF	08-11-2023	07-11-2026
17	232626	LWACCNE	CP PLUS	19713 R1	RCF	08-11-2023	07-11-2026
18	232324	LWACCNE	ADHUA	12940 R1	RCF	10-11-2023	09-11-2026
19	232635	LWACCNE	ADHUA	12980 R2	RCF	08-11-2023	07-11-2026
20	232978	LWACCNE	ADHUA	12980 R1	RCF	13-01-2024	12-01-2027
21	232184	LWFAC	CP PLUS	12940 R2	ICF	16-08-2023	15-08-2026
22	213517	LWACCNE	ADHUA	19711 R3		28-03-2022	27-03-2025
23	217122	LWSCN	ADHUA	19711 R1		07-12-2021	06-12-2024
24	232584	LWACCNE	CP PLUS	19711 R4	RCF	01-11-2023	31-10-2026
25	131641	LWSCZAC	VACRON	22977		12-09-2013	11-09-2016

**Note: The above list shown is tentative only. It may change as per requirement vary at the time of commencement of AMC.**

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### Standard General Conditions of Contract - (Important Clauses)

1. This contract will be governed by the General conditions of the contract of Indian Railway April 2022 (Latest and updated till date). In case of controversy between conditions mentioned in this document and that laid down in the general condition of the contract of Railway (Latest and updated till dated), the former shall prevail over later. GCC is enclosed with this tender form.

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

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

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

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

**Note:** Security Deposit deposited in cash by the Contractor or recovered from the running bills of a Contractor or submitted by contractor as Term Deposit Receipt(s) can be refunded/returned to the contractor, in lieu of irrevocable Bank Guarantee bond issued from scheduled commercial bank of India, to be submitted by him, for an amount equal to or more than the already available Security Deposit, provided however that, in a contract of value less than Rs. 50 Crore, such refund/ return of the already available Security Deposit is permitted up to two times and in a contract of value equal to or more than Rs. 50 Crore, such refund / return of the already available Security Deposit is permitted up to three times.

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

- (a) Final Payment of the Contract as per clause 51.(1) and
- (b) Execution of Final Supplementary Agreement or Certification by Engineer that Railway has No Claim on Contractor and
- (c) Maintenance Certificate issued, on expiry of the maintenance period as per clause 50.(1), in case applicable.

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

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

#### **4. Performance Guarantee**

The procedure for obtaining Performance Guarantee is outlined below:

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

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

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

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(b) The successful bidder shall submit the Performance Guarantee (PG) amounting to 5% of the original contract value and Additional Performance Guarantee as per GCC Works 2022 part-II para 16 (4) (h) in any of the following forms:

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

Note: - In case of extension of date of completion, selected bidder needs to submit extended Insurance surety bond/fresh insurance surety bond/fresh insurance surety bond /fresh performance security, in any form as given, before expiry of existing insurance surety bond.

- (iv) Government Securities including State Loan Bonds at 5% below the market value;
- (v) Pay Orders and Demand Drafts tendered by any Scheduled Commercial Bank of India;
- (vi) Guarantee Bonds executed or Deposits Receipts tendered by any Scheduled Commercial Bank of India;
- (vii) Deposit in the Post Office Saving Bank;
- (viii) Deposit in the National Savings Certificates;
- (ix) Twelve years National Defence Certificates;
- (x) Ten years Defence Deposits;
- (xi) National Defence Bonds and
- (xii) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of FA&CAO (free from any encumbrance) may be accepted.

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

(d) The value of PG to be submitted by the Contractor is based on original contract value and shall not change due to subsequent variation(s) in the original contract value.

(e) The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily.

(f) Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be encashed.

(g) The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:

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

(ii) Failure by the Contractor to pay President of India any amount due, either as agreed by the Contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer.

(iii) The Contract being determined or rescinded under clause 62 of these conditions.

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

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

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

**5A Extension of Time in Contracts:** Subject to any requirement in the contract portion or as to completion of any portions of the works before completion or the whole, the contractor shall fully and finally complete the whole of the works comprised in the contract (with such modifications as may be directed under conditions of this contract) by the date entered in the contract or extended date in terms of the following clauses:

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

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(ii) **Extension for Delay not due to Railway or Contractor:** If in the opinion of the Engineer, the progress of work has any time been delayed by any act or neglect of Railway's employees or by other Contractor employed by the Railway under Sub-Clause (4) of Clause 20 of these Conditions or in executing the work not forming part of the contract but on which Contractor's performance necessarily depends or by reason of proceeding taken or threatened by or dispute with adjoining or to neighboring owners or public authority arising otherwise through the Contractor's own default etc. or by the delay authorized by the Engineer pending arbitration or in consequences of the Contractor not having received in due time necessary instructions from the Railway for which he shall have specially applied in writing to the Engineer or his authorized representative then upon happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer within 15 days of such happening, but shall nevertheless make constantly his best endeavours to bring down or make good the delay and shall do all that may be reasonably required of him to the satisfaction of the Engineer to proceed with the works. The Contractor may also indicate the period for which the work is likely to be delayed and shall be bound to ask for necessary extension of time.

(iii) **Extension for Delay due to Railways:** In the event of any failure or delay by the Railway to hand over the Contractor possession of the lands necessary for the execution of the works or to give the necessary notice to commence the works or to provide the necessary drawings or instructions or any other delay caused by the Railway due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the contract or alter the character thereof or entitle the Contractor to damages or compensation therefor, but in any such case, the Railway may grant such extension or extensions of the completion date as may be considered reasonable.

The Contractor shall indicate the period for which the work is likely to be delayed and shall seek extension of time as may be considered necessary under clause 5A(i) or/and 5A(ii) or/ and 5A(iii) above, as soon as the cause thereof shall arise and, in any case, not less than 15 days before the expiry of the date fixed for completion of the works. The Engineer shall consider the same and shall grant and communicate such extension of time as in his opinion is reasonable having regard to the nature and period of delay and the type and quantum of work affected thereby. No other compensation shall be payable for works so carried forward to the extended period of time; the same rates, terms and conditions of contract being applicable, as if such extended period of time was originally provided in the original contract itself.

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

**5B Extension of Time with Liquidated Damages (LD) for delay due to Contractor:** The time for the execution of the work or part of the works specified in the contract documents shall be deemed to be the essence of the contract and the works must be completed not later than the date(s) as specified in the contract. If the Contractor fails to complete the works within the time as specified in the contract for the reasons other than the reasons specified in Clause 5 and 5A, 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 as per GCC April-2022 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 Damage as decided by Engineer, between 0.05% to 0.30 % of contract value of the works for each week or part of the week.

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

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

**NOTE:**

In a contract, where extension(s) of time have been allowed once under clause 5B, further request(s) for extension of time under clause 5A can also be considered under exceptional circumstances. Such extension(s) of time under clause 5A shall be without any Liquidated damages, but the Liquidated damages already recovered during extension(s) of time granted previously under clause 5B shall not be waived. However, Price variation during such extension(s) shall be dealt as applicable for extension(s) of time under clause 5B.

**5C Bonus for Early Completion of Work:** In open tenders having advertised value more than Rs.50 crore and original period of completion 12 months or more, when there is no reduction in original scope of work by more than 10%, and no extension granted on either railway or Contractor's account, Contractor shall be entitled for a bonus of 1% for each 30 days' early completion of work. The period of less than 30 days shall be ignored while working out bonus. The maximum bonus shall be limited to 5% of original contract value. The completion date shall be reckoned as the date of issuance of completion certificate by Engineer.

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

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- i) "Corrupt practice": making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement Process or contract execution;
  - ii) "Fraudulent practice": any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;
  - iii) "Anti-competitive practice": any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the procuring entity, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
  - iv) "Coercive practice": any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process or affect the execution of a contract;
  - v) "Conflict of interest" (COT): any personal, financial, or business relationship between the bidder and any personnel of the procuring entity who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of the procuring entity directly or indirectly;
  - vi) "Undue Advantage": improper use of information obtained by the bidder from the procuring entity with an intent to gain an unfair advantage in the procurement process or for personal gain. This also includes if the bidder (or his allied firm ) provided services for the need assessment/procurement planning of the tender process in which he is participating;
  - vii) "Obstructive practice": materially impede the procuring entity's investigation of a procurement process either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to such investigation or from pursuing the investigation; or by impeding the procuring entity's rights of audit or access to information;
6. (2) Punitive Provisions: Without prejudice to and in addition to the rights of the procuring entity to other penal provisions as per the bid documents or contract, if the procuring entity comes to a conclusion that a (prospective) bidder/contractor directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the procuring entity may take appropriate measures including one or more of the following:
- i) If his bids are under consideration in any procurement
    - a) Forfeiture or encashment of bid security;
    - b) Calling off of any pre-contract negotiations; and
    - c) Rejection and exclusion of the bidder from the procurement process
  - ii) If a contract has already been awarded
    - a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
    - b) Forfeiture or encashment of any other security or bond relating to the procurement;
    - c) Recovery of payments including advance payments, if any, made by the procuring entity along with interest thereon at the prevailing rate;
  - iii) Provisions in addition to above:
    - a) Removal from the list of enlisted contractors and banning/ debarment of the bidder from participation in future Procurements of the procuring entity for a period not less than one year
    - b) In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India;
    - c) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

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

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

**8. Safety of Public:** The Contractor shall be responsible to take all precautions to ensure the safety of the public whether on public or Railway property and shall post such look out men as may, in the opinion of the Engineer, be required to comply with regulations appertaining to the work. Contractor shall ensure placement of barricading / partitions at the place of work to ensure safety of habitants of adjacent area, failing which Engineer may advise stoppage of work as per his discretion.

**9. Taxes / Duties:** (i) Rates offered should be inclusive of provision of all taxes, duties, levies and GST regime. (ii) In terms of income tax act 1961 as amended from time to time, 2% deduction of income tax along with surcharges on it (ON taxable amount of each Work) from bill will be made. A certificate will be issue for the actual amount deducted at the time of payment on request. This deduction may vary according to the policies of Govt. of India.

Conservancy cess and water charges as applicable

S.No.	Average No. of Labour or workman employed per day	Proposal Conservancy cess & water charges to be recovered
1.	1 to 5	Rs. 159+12
2.	6 to 10	Rs. 312+12
3.	11 to 25	Rs. 785+12
4.	26 to 50	Rs. 1143+18
5.	51 to 100	Rs. 1534+24

#### **10 (1) Rates for Extra Item(s) of Works:**

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

For item(s) not covered in this sub clause, the rate shall be decided as agreed upon between the Engineer and the Contractor before the execution of such items of work as per sub clause (b).

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

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

**(2)** Provided that if the Contractor commences work or incurs any expenditure in regard thereto before the rates as determined and agreed upon as lastly hereunto 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.

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

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

**12.(2) (i)** Unless otherwise specified in the special conditions of the contract, the accepted variation in quantity of each individual item of the contract would be upto 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 upto the limit of 25% variation in quantity of individual item of works.

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

**a.** Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender;

**b.** Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;

**c.** Variation in quantities of individual items beyond 150% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.

**d. Variation to quantities of Minor Value Item:** The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1 % of the total original contract value.

**d.(i)** Quantities operated upto and including 100% of the agreement quantity of the concerned minor value item, shall be paid at the rate awarded for that item in that particular tender;

**d.(ii)** Quantities operated in excess of 100% but upto 200% of the agreement quantity of the concerned minor value item, shall be paid at 98% of the rate awarded for that item in that particular tender;

**d.(iii)** Variation in quantities of individual minor value item beyond 200% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.

**(iv)** In case of earthwork items, the variation limit of 25% shall apply to the gross quantity of earthwork items and variation in the quantities of individual classifications of soil shall not be subject to this limit.

**(v)** As far as Standard Schedule of Rates (SSOR) items are concerned, the variation limit of 25% would apply to the value of SSOR schedule(s) as a whole and not on individual SSOR items. However, in case of Non Standard Schedule of Rates (SSOR) items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).

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

**Price Variation Clause (PVC) is not applicable in this case. (As per Rly's Bd's letter No. 2017/Trans/01/Policy dated 08.02.2018).**

**13. Post Payment Audit :** It is an agreed term of contract that the Railway reserves to itself the right to carry out a post-payment audit and or technical examination of the works and the final bill including all supporting vouchers, abstracts etc. and to make a claim on the contractor for the refund any excess amount paid to him, if as a result of such examination any over-payment to him is discovered to have been made in respect of any works done or alleged to have been done by him under the contract.

**14. ADHERANCE TO LAWS:** The contractor shall adhere to all labour laws viz Minimum Wages Act 1948, Workmen Compensation Act 1923, Payment of Wages Act, 1936, Apprentice Act, 1961, Contract Labour Act 1970 and contract labour central rules 1971, Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952 Prohibition of employment as Manual scavengers & their Rehabilitation act 2013 and other labour legislations/ laws. The contractor should possess valid labour license. He and his representatives/labour shall abide by all other laws/bylaws of the country, state and local bodies. Any claim, fine, compensation, etc. arising due to non-following of these laws during execution of work will be sole responsibility of contractor. The contractor shall adhere to the labour rules, workman compensation act. And payment of minimum wages act and other labour legislations in force.

**15. BEHAVIOR AT WORK PLACE:** - The contractor or his/their staff should not enter in shed, premises in intoxicated condition and will not smoke in the premises. The firm should engage the staff whose character and antecedents have been verified before they are utilized to work in Railway. In the event of any staff of the firm being found selling Railway material, the person concerned will be turned out from Railway premises summarily and further if the Railway administration on enquiry comes to know that proper verification of the antecedents was not carried out by the firm in case of the labour employed by him, his contract will liable to be terminated forthwith.

**16. Change in Address:** Any change in the address of the contractor shall be forthwith intimated in writing to Railway. The Railway will not be responsible for any loss /inconvenience suffered by contractor on account of his failure to comply with this.

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- 17. Completion of works:** - The period of contract will be 02 months from the date of commencement of work.
- 18. Determination of contract owing to default contractor:** - Action will be taken by the Railway Administration under clause 61 & 62 of the General Condition of the Contract of Railway latest and updated till date.
- 19. Procedure for settling disputes of firms:** - The provision of clauses 62, 63, 64 of the "General Conditions of Contract" of Railway latest and updated till date, will be applicable for settlement of claims or disputes between firm and Railway Administration.
- 20. Termination of contract:** If the Railway administration is of the opinion that the work carried out by the contractor is not up to the mark/satisfaction, the Railway Administration will be at liberty to terminate the contract without assigning any reason whatsoever. In case of termination of contract for unsatisfactory work, Railway Administration shall be at liberty to forfeit the Security Deposit & PG in whole or part thereof as well as arrange for alternative agency for left over portion of the work as per clause 62 of General Condition of Contract.
- 21. Jurisdiction of Court:** -The legal court jurisdiction shall remain limited to Jaipur jurisdiction and High Court of Rajasthan.
- 22. Joint venture firms are NOT applicable in this tender.**
- 23. Letter of Credit (LC):** Letter of credit applicable, as per the instructions given in the Rly. Bd. L.No.2018/CE-1/CT/9 dt. 04.06.2018.
- (i) For all the tenders having advertised cost of Rs. 10 lakh and above, the contractor shall have the option to take payment from Railways through a letter of credit (LC) arrangement.
  - (ii) 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.
  - (iii) The option so exercised, shall be an integral part of the bidder's offer.
  - (iv) 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.
  - (v) In case tender opts for payment through LC, following shall be the procedure to deal release of payment through LC:
    - (a) The LC shall be a sight LC.
    - (b) The contractor shall select his Advising / Negotiating bank for LC. The incidental cost towards issue of LC and its operation thereof shall be borne by the contractor.
    - (c) SBI, New Delhi, Main Branch will be the nodal branch for issue of LCs based on online request received from Railway Accounts Units for tenders opened in financial year 2021-22. SBI branches where the respective Railway Accounts Office has its Account (Local SBI branch) will be the issuance/ reimbursing branch for LC issued under this arrangement. The Bank shall remain same for this tender till completion of contract. The incidental cost @0.15% per annum of LC value, towards issue of LC and operation thereof shall be borne by the contractor and shall be recovered from his bills.
    - (d) The LC shall be opened initially for duration of 180 to 365 days in consultation with contractor. The LC shall be extended time to time as per the progress of the contract, on the request of the contractor. The value of LC to be opened initially as well as extended thereafter shall be finalized by the engineer in consultation with the contractor on the basis of expected progress of work.
    - (e) The LC terms and conditions shall inter-alia indemnify and save harmless the Railway from and against all losses, claims and demands of every nature and description brought or recovered against the Railways by reason of any act or omission of the contractor, his agents or employees, in relation to the Letter of Credit (LC). All sums payable/borne by Railways on this account shall be considered as reasonable compensation and paid by contractor.
    - (f) The LC terms and conditions shall inter-alia provide that Railways will issue a Document of Authorization after passing the bill for completed work, to enable contractor to claim the authorized amount from their bank.
    - (g) The acceptable, agreed upon document for payments to be released under the LC shall be the Document of Authorization.
    - (h) The document of Authorization shall be issued by Railway Account office against each bill passed by Railways.
    - (i) On issuance of Document of Authorization, a copy of Document of Authorization shall be posted on IREPS for Downloaded 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).
    - (j) The contractor shall take print 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.
    - (k) The payment against LC shall be subject to verification from Railway's Bank (Local SBI Branch).
    - (l) The contractor's bank (advising bank) shall submit the documents to the Railway's Bank (Local SBI Branch).
    - (m) The railway's bank (issuing bank) shall, after verifying the claim so received w.r.t. the digitally signed Document of Authorization received from Railway Accounts Office , release the payment to contractor's bank ( advising bank ) for crediting the same to contractor's account.
    - (n) Any number of bills can be dealt within one LC, provided the sum total of payments to contractor is within the amount for which LC has been opened.
    - (o) The LC shall be closed after the release of final payment including PVC amount, if any, to the contractor.
    - (p) The release of performance guarantee or security deposit shall be dealt directly by railway with the contractor i.e. through LC.

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- (vi) For opening of LC executive department shall make a request letter to concerned Account Department on a prescribed format.

**24. Bid Security and Security Deposit:** Tenderer shall submit Bid Security / Security deposit as specified above.

**25. Shramikkalyan** (i) Contractor is to abide by the provisions of Payment of Wages act & Minimum Wages act in terms of clause 54 and 55 of Indian Railways General Condition of Contract. In order to ensure the same, an application has been developed and hosted on website 'www.shramikkalyan.indianrailways.gov.in'. Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/ updation of Portal shall be done as under: 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. Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all LoAs issued in his favour.

The contractor once registered on the portal, shall provide details of his Letter of Acceptances (LoA) / Contract Agreements on shramikkalyan portal within 15 days of issue of any LoA for approval of concerned engineer. Engineer shall update (if required) and approve the details of LoA filled by contractor within 7 days of receipt of such request. After approval of LoA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramikkalyan portal on monthly basis.

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

(ii) While processing payment of any 'On Account bill' or 'Final bill' or release of 'Advances' or 'Performance Guarantee / Security deposit', contractor shall submit a certificate to the Engineer or Engineer's representatives that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramikkalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till Month, Year."

I/We here by agree to carry out the work at the rate quoted by me/us duly accepted by Railway & abide by the special terms & conditions laid down here in above.

**Signature & seal of Tenderer**

Signature of Tenderer with seal

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### **Guidelines for Supervisors & Staff employed by Contractor**

1. The supervisors and staff employed by the contractor should abide by the instructions of the Railway representative regarding upkeep of the Hostel and providing 'the services laid down in the tender documents. They shall not take intoxicants while on duty and in the premises as well and behave politely & respectfully to the inmates. They shall not indulge in any immoral activities in the premises.
2. The contractor shall remove & replace any supervisor or staff found unsuitable for the work in the opinion of the Railway representative which shall be final & binding upon the contractor. This shall be done within 3 Days from date & time of notification by the Railway representative.
3. The contractor/Supervisor may also report at the working place. He may contact training center authority for any necessary training/Skill enhancement to his staff.
4. The Supervisor may pay full attention to this contract management.
5. The address & telephone no of the supervisors, staff & their rest givers/substitutes shall be given to the Railway representative with Identity like Aadhar card.
6. Particulars & address of contractor's supervisors & labours has to be maintained by the contractor duly verified by him and should be made available to the Railway on demand.
7. Staff deputed by Contractor shall wear a proper uniform in consultation with railway officials, Contractor should submit medical certificate for his supervisors & staff from authorized/approved medical doctor/practitioner as well police verification report at his/their own cost.
8. The contractor shall be liable for all damages or losses caused by him, his supervisors & other employees to the Railway property and cost of damages ascertained by the Railway will become recoverable from the contractor. He shall also indemnify the Railways from all claims of the occupants.
9. Any losses/pilferage of contractor's equipment, Railway will not be responsible in any manner. The rate quoted by the contractor is inclusive of all elements of labour, materials including Consumables, tools & plants, equipment for cleaning mopping, dusting etc.
10. Contractor to follow all office order and circulars issued by Railway from time to time. Contractor will also observe/follow all the contemporary labour laws.
11. It shall be responsibility of contractor to maintain integrity and good behavior of his employee. If that is not followed, immediate action against concern staff should be taken that may include removal of concern staffs with its replacement immediately.
12. Contractor must ensure payment as per government rules and must provide signed certificate.

**Acceptance / Deviation Schedule**

(Tenderer may add more sheets, if space is not adequate)

We accept all General & Special clauses as specified in the Tender Documents, including Corrigendum, if any, except following for which deviation is specified.

Clause	Accepted (Yes/No)	If No , list Deviation(s)
Scope of work & Special conditions of contract		
General condition of contract		

**DECLARATION**

- A. Information and particular in terms of para 16 of GCC regarding Railway Engineers(s) / Officer(s) of Gazetted rank

Sr. No.	Name of retired gazette officer / Engineer with designation	Date of Retirement	Details of permission obtain (wherever applicable)
1			
2			
3			
4			

**Note:** Details as per above format shall be furnished by tenderer. The format should not be left blank. In case of there being no such retired gazette Railway officer/ Engineer, Nil to be furnished in the format.

- B. Information and particular in terms of Para 16 of GCC regarding relative(s) employed in gazette capacity on North western railway.

Sr. No.	Name of the relative who is employed in Gazetted capacity on North western railway with Designation	Relation

**Note:** Details as per above format shall be furnished by tenderer. The format should not be left blank. In case of there being no such relative, Nil to be furnished in the format.

Signature of the Tenderer .....

Name .....

**Insurance Surety Bond for Performance Security**

Name of the issuer of surety bond:

President of India,

Acting

through.....,

.....

Railway.

Date.....

.....

Surety Bond No:.....

Issue Date:.....

Amount of Bond:.....

Expiry Date.....

WHEREAS, In consideration of the President of India acting through (Designation & address of contract signing authority),.....Railway,..... (hereinafter called "The Railway") having accepted the bid of M/S XXXXX hereinafter called the contractor, for the work of ₹ XXX' under invitation for bids No ,XXXX, Dated XXXXX, Vide Letter of Acceptance No.....

AND

WHEREAS, the contractor is required to furnish Performance Security for the sum of ₹ XXXXX (Rupees XXXXX Only), in the form of Surety Bond, being a condition precedent to the signing of the contract agreement.

SB No:

Date.

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

1. KNOW ALL MEN by these present that I/We, the undersigned [Insert name(s) of authorized representatives of the Surety], being fully authorized to sign and incur obligations for and on behalf of the Surety, confirm that the Surety, hereby, unconditionally and irrevocably Bond to pay the Railway the full amount in the sum of XXXX (Rupees XXXX Only) as above stated.

2. The Surety undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway on the Surety shall be final, conclusive and binding, absolute and unequivocal notwithstanding any disputes raised/pending before any Court, tribunal, arbitration or any authority or any threatened litigation by the Bidder or Bank.

3. On payment of any amount less than aforementioned full amount, as per demand of the Railway, the Bond shall remain valid for the balance amount i.e. the aforementioned full amount less the payment made to the Railway.

4. The Surety shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the contractor and without the Railway being required to show grounds or give reasons for its demand or the amount demanded.

5. The Surety Bond shall be unconditional and irrevocable.

6. The Bond hereinbefore shall not be affected by any change in the constitution of the Surety or in the constitution of the Contractor.

7. The Surety agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the Railway and the Contractor, will in any way release us from the liability under this Bond; and the Surety, hereby, waives any requirement for notice of any such change, addition or modification to the Surety.

8. This Bond is valid and effective from the date of its issue, which is [insert date of issue]. The Bond and our obligations under it will expire on XXXX (Expiry Date). All demands for payment under the Bond must be received by us on or before that date.

9. The Surety agrees that the Railway's right to demand payment of aforementioned full amount in one instance or demand payments in parts totalling up to the aforementioned full amount in several instances will be valid until either the aforementioned full amount is paid to the Railway or the Bond is released by Railway before the Expiry date.

10. The Surety agrees that its obligation to pay any amount demanded by the Railway before the expiry of this Bond will continue until the amount demanded has been paid in full.

11. The expressions Surety and Railway hereinbefore used shall include their respective successors, administrators and assigns. The Surety hereby undertakes not to revoke the Bond during its currency, except with the previous consent in writing of the Railway. This Bond is subject to the Uniform Rules for Demand Bonds, ICC Publication No. 758.

13. We, the Surety Insurer, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, tribunal, arbitrator or any other authority.

14. The Bond shall be in addition to and without prejudice to any other security Bond (s) of the contractor in favour of the Railway available with the Railway. The Surety, under this Bond, shall be deemed as Principal Debtor of the Railway.

**Notwithstanding anything to the contrary contained in these presents,**

a. Our liability under this Surety Bond shall not exceed XXXX (Rupees XXXX Only).

b. This Surety Bond shall be valid up to XXXX (being the date of expiry);

c. Unless the bank is served a written claim or demand on or before XXXX (date of expiry) all rights under this Bond shall be forfeited and the Surety shall be relieved and discharged from all liabilities under this Bond irrespective of whether or not the original Surety bond is returned to the Surety.

15. The Insurance Surety Bond shall be verified by sending mail to [customer.care@sbgeneral.in].

Place

Bank's Seal and authorized signature(s)

[Name in Block letters]

[Designation with Code No.]

[P/Attorney] No.

Witness

1.

2.

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

Signature Of Tenderer with Seal

DRM(C & W)/JAIPUR

For And On Behalf Of The President Of India

### Schedule of Estimated Rates & Quantities

**Name of work:** - Contract work of "Annual Maintenance Contract (AMC) of CCTV Cameras installed in coaches for a period of two years.

SN	Item Description	Qty. for 2 years	Unit	Rate inclusive GST @ 18 %	Total estimated cost for 02 years
1	IP camera as per specification no. ICF/MD/SPEC-269 ISSUE STATUS :02 Rev:00/05/09 (As per	24	Nos.	9676	232224
2	MNVR as per specification no. ICF/MD/SPEC-269 ISSUE STATUS :02 Rev:00/05/09 (As per	5	Nos.	87910	439550
3	MNVR Repair as per specification no. ICF/MD/SPEC-269 ISSUE:02 Rev:00/05/09 (As per requirement)	25	Nos.	7670	191750
4	SSD 2 TB as per specification no. ICF/MD/SPEC-269 ISSUE:02 Rev:00/05/09 (As per requirement)	10	Nos.	8496	84960
5	STP NETWORKING CABLE as per specification no. ICF/MD/SPEC-269 ISSUE:02 Rev:00/05/09 (As per requirement)	300	Meter	33.04	9912
6	M 12 Connector male as per specification no. ICF/MD/SPEC-269 ISSUE:02 Rev:00/05/09 (As per requirement)	30	Nos.	106.2	3186
7	M 12 Connector female as per specification no. ICF/MD/SPEC-269 ISSUE:02 Rev:00/05 (As per requirement)	30	Nos.	106.2	3186
8	DC to Dc converter as per specification no. ICF/MD/SPEC-269 ISSUE:02 Rev:00/05/09 (As per	50	Nos.	1947	97350
9	Service/visit Charges for Per coach Per visit (Including installation/fitment/replacement of items)(Total 30 coaches, as per weekly visit per coach, total visits are = 30x4x24=2880 )	780	Nos.	590	460200
10	Breakdown Visit (02 Per month)	48	Nos.	590	28320
<b>Total inclusive (Inclusive of all taxes/GST etc.) in Rs.</b>					<b>1550638</b>
<b>Total Estimated cost – In words: ₹ Rupees Fifteen lakh fifty thousand six hundred thirty-eight only (Inclusive of all taxes/GST etc.)</b>					

\* Rates are inclusive of Taxes i.e. GST etc.

\*\*\*\*\* End of tender document \*\*\*\*

Signature Of Tenderer with Seal

DRM(C & W )/JAIPUR  
For And On Behalf Of The President Of India