

Appendix

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Tenderer's Signature
Date


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 For & on behalf of the President of India

Appendix 1, Annexure A**Summary of Technical Bid (To be filled up by Bidder)****NAME OF THE WORK: -** -----**Tender No :.....**

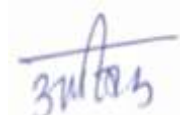
(Note: To be submitted along with an offer for evaluation of Bids by Railways in pdf (unlocked) format. Generally, this information is sufficient to judge Qualifications, Hence, it must be filled up carefully. Any wrong information may lead to rejection of Bid)

1) Details of Bidder or Bidder's profile

(Please fill relevant details pertains to Bidder, cut which is not pertains to type of Bidder)

SN	Item	Date to be filled	Support document to be submitted.	Status of documents.
1.	Type of Bidder	Bidder details: Sole Proprietorship Firm / HUF / Partnership firm / JV firm/ Companies registered under companies Act/ LLP/ Registered society & trusts/others	Sole Proprietorship Firm / HUF / Partnership firm / JV firm/ Companies registered under companies Act/ LLP/ Registered society & trusts	
1.1	Details if bidder is proprietorship firm or HUF	Name of firm Name of Proprietor /Karta(HUF) signing authority PAN No. GST No.	PAN/GST of Prop. Firm/ Karta declaration of HUF	
1.2	Details if bidder is Partnership firm	Name of Partners: Date of partnership deed Name of Authorized Partner for signing Bid:	1.Partnership Deed. 2.Authorization for signing tender doc & entering in liability.	
1.3	Details of LLP Bidders	Name of Bidder: Date of incorporation: Name of Authorized partner signing tender Document Date & details of Power of Attorney:	1.Certificate of Incorporation. 2.LLP agreement 3.Power of Attorney	
1.4	Details if Bidder is Company	Name of Co. Date of Incorporation- Name of Authorized person signing tender doc.	1.Certificate of Incorporation. 2.MOA /& AOA copies 3.Power of Attorney issued	

Tenderer's Signature
Date


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	registered under companies Act	Date & details of Power of Attorney: Board resolution details for issuing POA: Details of Info to Board regarding sub delegation of power as per MOA/AOA.	by Co. Board resolution Authorisation for POA or any other conditions given in AOA of Co.	
1.5	Details if Bidder is JV Bidders	1. Name of JV 2. Authorized person of JV to sign Tender Document. 3. Authorized person of individual JV entity. 4. Details of JV agreement 5. Power of Attorney details with respective Board resolution & sub delegation powers.	JV Agreement & MOU Power of Attorney Other doc. As per GCC clause 17. /EPC documents.	
2	Communication Details of Bidder	Name, Mobile No., Email address of Authorized Person signing the Bid documents.	Signing of documents & uploading digital signature shall be the same person or duly Authorized person.	

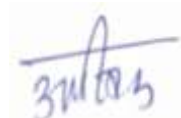
2) Bid Security details:

Bidder	Amount Rs	Mode of Payment	IREPS Ref Id/ Bank Trans Id/Date	If BG, original BG submission details

3) List of Documents submitted:

SN	Description	Ref. Appendix 1 /Annexure.	Submitted/ Complied/ Not applicable.
1.	Tender Form (pl refer Annexure-I of TD/GCC)	B	
2	Bidder Certificate /Affidavit as per Annexure V of GCC	C	
3	Technical Eligibility supporting docs. a)List of eligible similar works.	D	
	b) User work completion certificate	To be attached along with the bid.	

Tenderer's Signature
Date


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4	Financial eligibility criteria supporting documents. a)CA certified Average Annual contractual payment details.	E	
	b)Audited Balance sheets for last 3 financial years	To be attached along with bid.	
	c)Declaration by CA if Audited Balance sheets not prepared for last year.	To be attached Along with bid, if applicable.	
5	Bid capacity documents (<i>Applicable for tender value more than 20 CR.</i>) a)CA certificated calculations as per Annexure VI of GCC.	F1	
	b) Details of works completed & contractual payments received in last 3 fin. Years + current year as per proforma I	F2	
	c) Details of works in hand and pending liabilities /balance value of works as per Proforma-II.	F3	
6	For JV Bidders: MEMORANDUM OF UNDERSTANDING (<i>FOR JV FIRM</i>)	G	
7	For JV Bidders: Certificate by Each JV Member (Ref: Annexure V & VA of GCC	H	
8	STATEMENT OF DEVIATIONS on ITT, SCC & Tech spec.	I	
9	PERFORMA SITE SURVEY DECLARATION	J	
10	Declaration Certificate for Local Content	K	
11	DECLARATION FORM OF RELATIVE	L	
12	BANK GUARANTEE FORMAT FOR BID SECURITY	M	
13	Statement of clause wise Compliance on specific Technical specification.(<i>if specifically asked in eligibility criteria in para 10.4</i>)	N	
14	Statement of clause wise Compliance MOU with OEMs/Suppliers/Designers.(<i>if specifically asked in eligibility criteria in para 10.4</i>)	O	
	compliance for procurement of price sensitive Equipment that quoted rates for schedule(Schedule-B) are within permissible limit.	Complied/Not Complied	
15	GST certificate		

Tenderer's Signature
Date


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4) Details of technical Eligibility fulfillment:

Sl. N	Name of work & CA number, Date of LOA,	Clients' name/ Designation	CA value original/ revised	Contractual payment received till date	Present status/ Completed on/ substantially Completed (%)
1					
2					
3					

5) Details of Financial Eligibility criteria fulfillment:

Year	Contractual payments Receipt	Turnover/contractual payment received as per Audited Balance sheets	Remarks if any
Average Annual Turnover of last 3 years			

6) Details of Bid Capacity Eligibility criteria fulfillment (only applicable if NIT value is more than 20Cr):

Name of Bidder	A-Maximum value of Construction works Executed and payment Receive in anyone financial year during The current and last Three financial years (In Crore)	N= Number of Years prescribed for Completion of Work: in year	B= value of existing commitments And balance Amount of ongoing works with the Tenderer to be Completed in next 'N' year (In Crores)	Bid capacity = $(A \times N \times 2) - 0.33 \times N \times B$ (In Crores)	Criteria qualified or not.

Tenderer's Signature
Date


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7) Other Eligibility related documents for judging responsiveness of Bids:

Details of make & OEMs/their Indian Representative of equipment, MOUs, performance certificates and other conditions as per clause 10.4 of chapter-II of tender document.

Condition clause	Conditions details	Details of submission of required documents	Remarks
1	MOU with OEM/Indian Representative of specific equipment	MOU with Bidder	
	Quoted make of specific equipment	Make/model	
	Compliance statement on technical specification related to specific Equipment		
	Performance certificate of equipment For working in the Railway Environment from users.		
	Undertaking that Hardware/software Should not have malicious code	Undertaking by OEMs/rep	

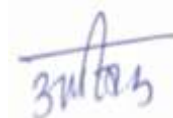
(Note: please add details for different specific equipment asked in the tender in above format.)

8) Details of Local contents of tender value. (Mandatory in case any imported items or foreign performance certificate are quoted in Bid.)

Local content % quoted on IREPS portal	Local contents as per certificate issued by CA	Copy of CA certificate for local content	Remarks

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

Signature of Authorized Person
Seal & Date



Tenderer's Signature
Date

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Appendix 1, Annexure B
(Ref: Annexure-I of Part I of GCC)

WESTERN RAILWAY
TENDER FORM(First Sheet) Tender No.

Name of Work _____

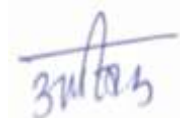
To

The President of India

Acting through the _____ Railway

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 ----- 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 ----- Railway, at the rates quoted in the attached bill(s) of quantities and hereby bind myself/ourselves to complete the work in all respects within ----- from the date of issue of letter of acceptance of the tender.
2. I/We also hereby agree to abide by the Indian Railways Standard General Conditions of Contract, with all correction slips up-to-date and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by Railway in the annexed Special Conditions/Specifications, Standard Schedule of Rates (SSOR) with all correction slips up-to-date for the present contract.
3. A Bid Security of ₹_____ has already been deposited online/ submitted as Bank Guarantee bond. Full value of the Bid Security shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if:
 - (a) I/We do not submit the Performance Guarantee within the time specified in the Tender document;
 - (b) I/We do not execute the contract documents within seven days after receipt of notice issued by the Railway that such documents are ready; and
 - (c) I/We do not commence the work within fifteen days after receipt of orders to that effect.
4. (a) I/We am/are a Startup firm registered by Department of Industrial Policy and Promotion (DIPP) and my registration number is valid upto (Copy enclosed) and hence exempted from submission of Bid Security.

Tenderer's Signature
Date


DRM S&T ADI
For & on behalf of the President of India

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

Signature of Witnesses: _____

(1) _____

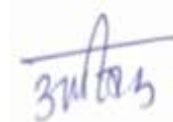
Signature of Tenderer(s)

(2) _____

Date _____

Address of the Tenderer(s) _____

Tenderer's Signature
Date



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For & on behalf of the President of India

Appendix 1, Annexure C

(Ref: Annexure– V of Part I of GCC)


FORMAT FOR CERTIFICATE TO BE UPLOADED BY TENDERER ALONG WITH 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. 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 alongwith the offer and the 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.

Tenderer's Signature
Date


DRM S&T ADI
For & on behalf of the President of India

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

Place:

SEAL AND SIGNATURE

Dated:

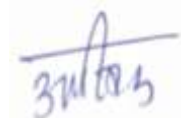
OF THE TENDERER

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

This certificate is to be given by each member of JV or partners of partnership firm/LLP/etc

Note:- Clause no. 7 of this format is not applicable for tender value upto 50 Lakh.

Tenderer's Signature
Date


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For & on behalf of the President of India

Appendix 1, Annexure D**TECHNICAL Eligibility Criteria:****(a)List of eligible similar works:(pl refer tender condition 10.1)***Instruction:**Each Bidder or each member of a JV must fill details in this form separately.**Details of eligible 1 or 2 or 3 similar works Completed in the last 7 years shall only be given.*

Proforma Tech Eligibility

Name of Work:.....

Tender No :.....

Sl.N	Name of work & CA number, Date of LOA,	Clients name/ Designation	CA value original/ revised	Contractual payment received till date	Present status/ Completed On / substantially completed(%)
1					
2					
3					

NOTE: Work completion certificate issued by Competent Authority should be attached in support of above information for valuation of Similar Work, otherwise the **Tender Offer will be summarily rejected.**

SEAL AND SIGNATURE OF
THE BIDDER

Tenderer's Signature
Date


DRM S&T ADI
For & on behalf of the President of India

Appendix 1, Annexure E
(Ref: Annexure-VI B of Part-I of GCC)

FINANCIAL Eligibility:

Instruction:

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

Details of Average Annual contractual Turnover for previous ¾ years shall only be given.

Name of Work:.....

Tender No :.....

NAME OF BIDDER/JV PARTNER:.....

Annual Contractual Turnover Data for the Previous ¾ Years (Contractual Payment only)

Year	Contractual Receipt (Currency)	Exchange rate	Gross Contractual Receipt In Rupees
Average Annual Turnover of 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 the balance sheet of the previous year is yet to be prepared/ audited, the audited balance sheet of the fourth previous year shall be considered for calculating average annual contractual turnover.
2. The information supplied shall be substantiated by data in the audited balance sheets and profit and loss accounts for the relevant years in respect of the bidder or all members constituting the bidder.
3. Contents of this form should be certified by a Chartered Accountant duly supported by Audited Balance Sheet duly certified by the Chartered Accountant.

SEAL AND SIGNATURE OF THE BIDDER

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

(Signature of Chartered Accountant) _____

Name of CA: _____

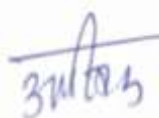
Registration No: _____

(Seal)

NOTE: Certificate issued by Competent Authority should be attached for valuation of Financial Credentials, otherwise **Tender Offer will be summarily rejected.**

Tenderer's Signature

Date



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For & on behalf of the President of India

Appendix1, AnnexureF1

Bid Capacity Calculation Certificate: (Ref: Annexure VI of Part I

GCC) Name of Work:.....

Tender No :.....

Instructions: To be submitted for Bidder /each member of JV separately.)

For tenders having advertised value more than Rs 20 crore wherein eligibility criteria includes bid capacity also, the tenderer will be qualified only if its available bid capacity is equal to or more than the total bid value of the present tender.

The available bid capacity shall be calculated as under:

Available Bid Capacity= $[AxNx2]-0.33xNx B$ Where,

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

Amount of A:.....(As calculated in Appendix1, Annexure F2)

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

Value of N

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

Value of B:.....(As calculated in Appendix1, Annexure F3)

Available Bid Capacity:.....

Certificate of Chartered Accountant:

Certified that above Bid Capacity is correct as per available records.

[Signatures of the Chartered Accountant]
Seal, Name & Address

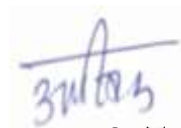
Declaration by the Tenderer:

I hereby declare that the information given above is true and the copy of the certificate enclosed is also genuine. If any of the information given above is found to be wrong at any time, my tender will be liable to be rejected.

Name and signature of Tenderer
Along with Seal.

(Note: If declaration is not given in format, putting signature by CA and Bidder will be treated as non-compliance of certificate/declaration by respective agencies.)

Tenderer's Signature
Date


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For & on behalf of the President of India

Appendix1, Annexure F2*Instructions:**Not Applicable for value less than 20Cr.**Each Bidder or each member of a JV must fill details in this form separately.*

Performa I: To calculate Value of A: Total contractual payment received

For evaluation of Bid Capacity (Maximum value of Contractual payment received in any one year during the last three years and current financial year will be taken as Value A)

Name and style of the Tenderer with address [present tenderer or Each member of JV]

Part-A1

Year	Amount of Contractual Payments received		Reference/ Remarks
Current financial year	Rs.....	FY/.....	
3rd Previous Financial year	Rs.....	FY/.....	
2 nd Previous financial year	Rs.....	FY/.....	
1st Previous Financial year	Rs.....	FY/.....	
Value of A			

PartA2:

Detailed break up in support of Value A.(Details of work where contractual payments received)

Note: Value Should match with value given Part 1

S N	Name of work with CA no. and date	Name /addr ess of Empl oyer	Contract value (in Rs.) Original/ Revised	Total payment received/ valueof work executed (Rs.)	Date of completion Original/revis ed and actual completed	Payment received in last 3 years plus current year				remarque s
						19- 20	20- 21	21- 22	22- 23	
1										
2										
3										
Total Value of A										

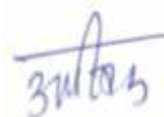
Certificate of Chartered Accountant:

Certified that above contractual payments are correct as per the Audited Balance Sheets

[Signatures of the Chartered Accountant

Seal, Name & Address

Declaration by theTenderer:



Tenderer's Signature

Date

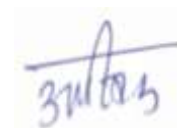
DRM S&T ADI

For & on behalf of the President of India

I hereby declare that the information given above is true and the copy of the certificate enclosed is also genuine. If any of the information given above is found to be wrong at any time, my tender will be liable to be rejected.

Name and signature of Tenderer
Along with Seal.

(Note: If declaration is not given in format, putting signature by CA and Bidder will be treated as non-compliance of certificate/declaration by respective agencies.)



Tenderer's Signature
Date

DRM S&T ADI
For & on behalf of the President of India

Appendix 1, Annexure F3**Performa II:**

Details of works in hand and pending liabilities/balance value of works

S N	Name of work	Date of LOA	CA No and Date	Name/ address of Employer	Contract value (in Rs.) Original/ Revised	Date of completion Original/ revised	Total payment received (Rs.)	Balance value of Work In Hand.
1	2	3	4	5	6	7	8	9
1								
2								
3								
4	Total Value of B (Value of balance works)							

Certificate Of Chartered Accountant:

Certified that above contractual Balance payments are correct as per available records.

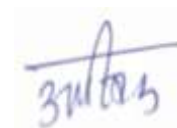
[Signatures of the Chartered Accountant]
Seal, Name & Address

Declaration by the Tenderer:

I hereby declare that the information given above is true and the copy of the certificate enclosed is also genuine. If any of the information given above is found to be wrong at any time, my tender will be liable to be rejected.

Name and signature of Tenderer
Along with Seal.

(Note: If declaration is not given in format, putting signature by CA and Bidder will be treated as non-compliance of certificate/declaration by respective agencies.)



Tenderer's Signature
Date

DRM S&T ADI
For & on behalf of the President of India

Appendix 1, Annexure G**NON JUDICIAL STAMP
MEMORANDUM OF UNDERSTANDING (MOU)**

ENTERED INTO AT..... (place) THIS....DAY OF....(Month) Year

1. _____(name of firm) having its registered office at _____(full address) (hereinafter referred to as _____(say X, short form of firm)) acting as the Lead Member of the first part.

And

2. _____(name of firm) having its registered office at _____(full address) (hereinafter referred to as _____(say Y, short form of firm)) in the capacity of first Joint Member of the other party.

And

3. _____(name of firm) having its registered office at _____(Full address) (herein after referred to as _____(say Z, short form of firm)) in the capacity of 2nd Joint Member of the other part.

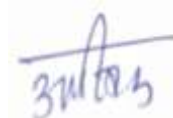
The expressions of X, Y & Z shall wherever the context admits, mean and include their respective legal representatives, successors-in-interest and assigns and shall collectively be referred to as “the Parties” and individually as “the Party”.

WHEREAS the parties hereto have agreed to enter into a Joint Venture for the purpose of participation in Tender in respect of the project work of “----- (complete name of work to furnish)---- “(hereinafter referred to as “The Work”) mentioned in Tender Notice No.and Tender No.invited by Sr. Divisional Signal & Telecommunication Engineer (Co) Ahmedabad Division Western Railway (hereinafter referred to as “Employer”).

Whereas in the event of the Joint Venture being successful in its bid the parties have agreed to perform the contract in accordance with the agreed terms and conditions and thereof and in the spirit of mutual cooperation to achieve the objective of this Joint Venture to the full satisfaction of the Employer.

Now therefore for and in considerations and covenants here in after set forth the parties hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as an integral part of this Joint Venture.
 - i. Tender Notice and
 - ii. Tender Document
 - iii. Any Amendment/ Corrigendum issued by “the Employer” The tender submitted on our behalf jointly by the JV.



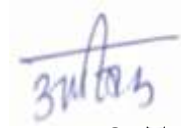
Tenderer's Signature
Date

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For & on behalf of the President of India

2. The “Parties” have studied the documents and have agreed to participate in submitting a tender jointly under the name “X-Y-Z (JV)”..... (Name of JV to furnish).
3. X.....(Name of lead Member) shall be the lead member of the JV for all intents and purposes and shall represent the Joint Venture in its dealing with the Employer. For this purpose of submission of bid proposals, the parties agree to nominate Shri.....(name with designation) of (name of the parties to which he belongs) as the leader duly authorized to sign and submit all documents and subsequent clarifications, if any, to the Employer. However, Shri(name with designation) shall not submit any such proposals, clarifications or commitments before securing the written clearance of the other Members, which shall be expeditiously given by X, Y, Z to A (to be decided internally by the JV member).
4. The “Parties” have resolved that the share of interest /participation in the Joint Venture shall be as under:
 - (a) Lead Member (Who has to be an Indian Firm): at least 51%.
 - (b) Other Joint Members I: Not less than 20% in case of JV Firm with up to 3 (three) Members and not less than 10% each of JV Firm with more than 3 (three) Members.
5. **JOINT AND SEVERAL RESPONSIBILITIES**
 The Parties undertake that they shall be jointly and severally legally liable to the Employer in the discharge of all the obligations and liabilities as per the contract with the Employer and for execution of project in accordance with General and Special Conditions of the Contract if the work is awarded to their JV. The parties shall be jointly and severally liable & responsible for fulfilling the obligations of the tender/tender document.

 The parties 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.
6. **ASSIGNMENT AND THIRD PARTIES.**
 The parties shall cooperate throughout the entire period of this JV on the basis of exclusivity and neither of the Parties shall make arrangement or enter into agreement either directly or indirectly with any other party or group of parties on matters relating to the Present work.
7. **EXECUTIVE AUTHORITY**
 The said Joint Venture Firm through its authorized representative shall receive instructions, payments from the Employer. The management structure for the project shall be prepared by Mutual consultations to enable completion of project to quality requirements within permitted cost and time.

Tenderer's Signature
Date


 DRM S&T ADI
 For & on behalf of the President of India

8. GUARANTEES AND BONDS.

The Bank Guarantees, Bid Security Deposit etc and other Bond shall be furnished jointly by all the parties in the name of Joint Venture Firm and that shall be legally binding on all the partners of the Joint Venture.

9. BID SUBMISSION.

Each Party shall bear its own cost and expenses for preparation and submission of the bid and all costs until conclusion of a contract with the Employer for the Project.

10. INDEMNITY

Each Party hereto agree to indemnify the other party against its respective parts in case of breach/default of the respective party of the contract works of any liabilities sustained by the Joint Venture.

11. For the execution of the respective portions of works, the parties shall make their own arrangements as per mutual agreement/understanding between them from time to time to bring the required finance, plants and equipment, materials, manpower and other resources.

12. VALIDITY

This MOU shall remain in force till the occurrence of the earliest to occur of the following, unless by mutual consent, the Parties agree in writing to extend the validity for a further period,

The bid submitted by the Joint Venture is declared unsuccessful, or Cancellation/ shelving of the Project by the Employer for any reasons prior to award of work. Execution of detailed JV agreement by the parties, setting out detailed terms after award of work by the Employer.

13. The parties undertake not to make any modification/ alteration/ termination the MOU of Joint Venture during the validity of the tender.
14. The parties undertake not to make any changes in this Joint Venture or terminate this Joint Venture, after submission of the tender bid except when modification becomes inevitable due to successive laws etc., without prior written consent of the Employer. The parties further undertake that in any case Lead Member shall continue to be the Lead Member of the JV.
15. All the members of the JV Firm _____(name of Joint Venture Firm) certify that the parties are not black listed or debarred by Railways or any other Ministry /Department/ PSU(Public Sector Undertaking) of the Govt. of I India /State Govt. from participation in tenders/ contract on the date of opening of bids either in their individual capacity or as a member of the JV Firm in which they were/are members.
16. This JV shall be construed under the laws of India.

Tenderer's Signature
Date


DRM S&T ADI
For & on behalf of the President of India

Between Now the parties have joined hand to form the Joint Venture (MOU) on this day of
(month) two thousand (Year) with reference to and in confirmation of their discussions and
understanding brought on record on(Day).

Lead Member

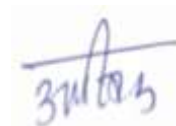
First Joint Member

Second Joint Member

(Name of signatory with designation and name of firm should be furnished) IN WITNESS
WHEREOF THE PARTIES, have executed this JV the day, month and year first before written.
Witness.

- 1.
- 2.
- 3.

Tenderer's Signature
Date



DRM S&T ADI
For & on behalf of the President of India

Appendix 1, Annexure H

(Ref: Annexure–V(A) of Part I of GCC)

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

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

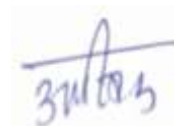
1. I/we certify that..... (Constituent firm/ constituent partner) is/are not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of submission of bids, either in individual capacity or as a HUF/ member of the partnership firm/LLP/JV/Society/Trust.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

SEAL AND SIGNATURE OF THE CONSTITUENT
FIRM/CONSTITUENT PARTNER

Place:

Dated:

Note: Non submission of above certificate(s) by the bidder shall result in summarily rejection of his/their bid.



Tenderer's Signature
Date

DRM S&T ADI
For & on behalf of the President of India

Appendix 1, Annexure I

Name of Work:.....

Tender No :.....

STATEMENT OF DEVIATIONS**1. Instruction to tenderer(s):**

Clause & Sub Clause NO.	Deviation	Clarification & justification

2. General Condition of Contract.

Clause & Sub Clause NO.	Deviation	Clarification & justification

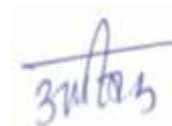
3. Special conditions of Contract.

Clause & Sub Clause NO.	Deviation	Clarification & justification

4. Technical Specification

Technical specification No.	Deviation	Clarification & justification

NOTE: "If required attach additional sheet with the heading attachment to Appendix1, Annexure - I".
In case of no deviation , this statement should be returned duly signed with and endowment indicating "no deviation".

SEAL AND SIGNATURE OF THE BIDDER


Tenderer's Signature
Date

DRM S&T ADI
For & on behalf of the President of India

Appendix 1, Annexure J**PERFORMA
SITE SURVEY DECLARATION**

Name of Work:.....

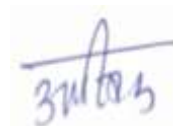
Tender No :.....

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

1. Topography of area.
2. Soil strata at site of work.
3. Sources and availability of construction materials.
4. Feasibility for movement of vehicle for carrying material at site.
5. If any boundary/fencing or structure is altered/removed for the work execution purpose, the same will be restored to its original position at my cost.
6. Rates for construction of material, water, electricity including all local taxes, royalties, octroi etc.
7. Availability of local labor (both skilled and unskilled) and relevant labor rates and labor laws.
8. The existing roads and approaches to the site of work and requirements for further service roads/approaches to be constructed by me/us.
9. The availability and rates of private land etc. that shall be required by me/us for various purposes.
10. Climatic conditions and availability of working days. Signatures of the Tenderer/s
11. I have sent my Authorised Representative Shri_____ Designation_____ to site.

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

Signatures of the Tenderer/s



Tenderer's Signature
Date

DRM S&T ADI
For & on behalf of the President of India

Appendix1, Annexure K**Declaration Certificate for Local Content**

Subject: Public Procurement (Preferably to make in India) **References:** Preference to Make in India including counter offering will be as per the Public Procurement (Preference to Make in India), Order 2017.

We hereby declare with reference to the above subject that M/s "<*insert your firm name*>" "class-I/II/III supplier" meeting the requirement of local content<*insert minimum percentage or range of percentage as case may be*> defined in the above government notification for the goods and services.

We also understand that the false declaration will be in breach of the code of Integrity under rule 175(1)(i)(h) of the General Finance Rules for which a bidder or its successors can be debarred for up to two years as per the Rule(iii) of the General Financial Rules along with such other actions as may be permissible under law.

Place:

Date:

Authorized signature (seal)

Tenderer's Signature
Date


DRM S&T ADI
For & on behalf of the President of India

Appendix 1, Annexure L1**DECLARATION FORM FOR RELATIVE****Certificate of no relative being an employee of Western Railway**

I/We the undersigned hereby solemnly declare and certify that I/ We do not have any of our relative/relatives employed in the western railway (Signal and Telecom department) except the names mentioned herein under:

1.....

2.....

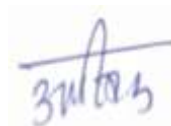
3.....

and so on

Note:- Names , Designation , Name of office, Headquarter of the tenderer's relative in western railway (Signal and Telecom Department) to be mentioned by the tenderer/ tenderers in 1,2, 3 and so on above.

Signature of Tenderer / Tenderers

Tenderer's Signature
Date



DRM S&T ADI
For & on behalf of the President of India

Appendix 1, Annexure L2

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

TABLE-A

S No.	Information Sought	Whether 'Yes' or 'No'
1.	Is any retired Railway Engineer/Gazetted officer associated with the firm as detailed vide para 16(a) of GCC, April- 2022.	

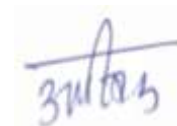
Note: If the answer is 'Yes' above, comply the condition as per para 16(a) of part I of GCC, April- 2022 as per Table-'B' below. If the space is left blank in Table "A" it will presumed as 'NO' by Default.

TABLE-B

Sl.No	Name	Type of association with the tenderer	Date of Retirement from the service	Post held at the time of retirement	Particulars of permission taken for association with the tenderer	Any other information linked with para 16(a) of part I of GCC, April- 2022

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

SIGNATURE OF TENDERER WITH STAMP.....



Tenderer's Signature
Date

DRM S&T ADI
For & on behalf of the President of India

Appendix1, Annexure M
(Ref: Annexure-VI A of Part I of GCC)

(Bid Security)

Bank Guarantee Bond from any scheduled commercial bank of India

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

Name of the Bank: -----

President of India,

Acting through

Sr. Divisional Finance Manager DRM

Office, Western Railway, Ahmedabad

– 382345. Beneficiary: Western

Railway

Date:.....

Bank Guarantee Bond No.:

Date:-----

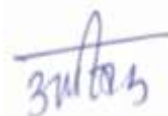
In consideration of the President of India acting through----- (*Designation & address of Contract Signing Authority*), Railway,, (hereinafter called "The Railway") having invited the bid for_____through Notice inviting tender (NIT) No.,_____, We have been informed that [*Insert name of the Bidder*].....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

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

AND

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

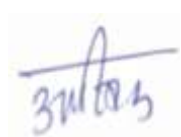


Tenderer's Signature
Date

DRM S&T ADI
For & on behalf of the President of India

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.
11. 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: - (Specimen as given below)

Tenderer's Signature
Date


DRM S&T ADI
For & 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 favor of the Railway. The Bank, under this Guarantee, shall be deemed as Principal Debtor of the Railway.

Date

.....

Place.....

Bank's Seal and authorized signature(s)

[Name in Block letters]

[Designation with Code No.]

[P/Attorney] No.

Witness:

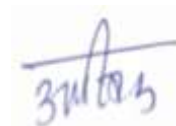
1 Signature, Name & Address & Seal

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.



Tenderer's Signature
Date

DRM S&T ADI
For & on behalf of the President of India

Appendix 1, Annexure N

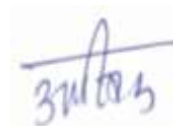
Name of Work:.....

Tender No :.....

Clause wise Compliance on specific Technical specification (If any) :

SN	Clause No of Tender Document	Clause	Compliance

Signature of Tenderer / Tenderers

Tenderer's Signature
DateDRM S&T ADI
For & on behalf of the President of India

Appendix 1, Annexure O

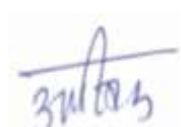
Name of Work:.....

Tender No :.....

Clause wise Compliance on MOU/Undertaking with OEMs/Suppliers/Designers (Clause 10.4)

SN	Clause No of TD	Clause	Compliance
1	10.4(1)(a)	The successful bidder shall submit an undertaking from RDSO-approved EI OEM, within 21 days from issue of LoA or at last with submission of PG, to confirm compliance with extant RDSO guidelines and to meet specific requirements and to provide after-sales support required during the warranty period and beyond the warranty period, failing which the contract is liable to be terminated.	
2	10.4(1)(b)	The successful bidder shall submit authorized breakup of cards / modules, with complete details of EI system i.e detail of all modules, cards and accessories, full details of quantities (station/OC wise) & unit base rate item wise, including spares, in proforma provided with this tender, before supply of material.	
3	10.4(2)(a)	The successful bidder shall submit an undertaking from RDSO-approved MSDAC OEM, within 21 days from issue of LoA or at ast with submission of PG, to confirm compliance with extant RDSO guidelines and to meet specific requirements and to provide after-sales support required during the warranty period and beyond the warranty period, failing which the contract is liable to be terminated.	
4	10.4(2)(b)	The successful bidder shall submit authorised breakup of Material, with complete details of MSDAC system i.e detail of all modules, cards and accessories, full details of quantities (station/OC wise) & unit base rate item wise, including spares, in proforma provided with this tender, before supply of material.	

Tenderer's Signature
Date


 DRM S&T ADI
 For & on behalf of the President of India

Appendix1, Annexure P

(Ref: Annexure–VI Part I of GCC)

TENDERER'S CREDENTIALS (BID CAPACITY)

_____ RAILWAY

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

Available Bid Capacity=[A×N×2]–0.33×N×B Where,

A=Maximum value of construction works executed and pay received in any one of the

Previous three financial years or the current financial year (upto date of inviting tender), taking into account the completed as well as works in progress.

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

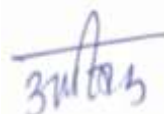
B = Existing commitments and balance amount of ongoing works with tenderer as per the prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to tenderer but yet not started upto the date of inviting of tender.

Note:

(a) The Tenderer(s) shall furnish the details of-

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

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



Tenderer's Signature

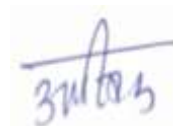
Date

DRM S&T ADI

For & on behalf of the President of India

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

Tenderer's Signature
Date



DRM S&T ADI
For & on behalf of the President of India

Appendix1, Annexure Q

MANDATE FORM FOR NEFT**1. COMMUNICATION ADDRESS/DETAILS OF THE PARTY**

i)	NAME	:							
ii)	ADDRESS	:							
iii)	STATE	:		PIN	:				
iv)	PHONE NO.	:		MOBILE	:		FAX NO.	:	
v)	EMAIL ID	:							

2. PARTICULARS OF BANK ACCOUNT

i)	CITY	:						
ii)	BANK NAME	:						
iii)	BRANCH	:						
iv)	BANK ADDRESS	:						
v)	BANK TELE NO.	:		FAX NO.	:			
vi)	BANK MICR COD (9 DIGIT)	:						
vii)	BANK IFS code	:						
viii)	BANK ACCOUNT NO.	:						
(Please enclose a cancelled blank cheque)								
ix)	ACCOUNT TYPE	:	(SAVINGS/CURRENT/CASH CREDIT)					

3. PARTICULARS FOR GST & INCOME TAX

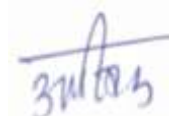
i)	GST NO for eac state	:	(Where Registered)					
(Please enclose a hard copy of state wise/business wise GSTIN registration number)								
ii)	HSN	:						
iii)	PAN No.	:	(Please enclose copy of PAN Card)					

4. DECLARATION BY THE PARTY:

I hereby declare that the particulars given in this mandate form are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, the User institution i.e.0FA & CAO/Western Railway, Mumbai will not be held responsible.

Date

Signature of the Party with stamp



Tenderer's Signature
Date

DRM S&T ADI
For & on behalf of the President of India

Appendix 2, Annexure 1**(Project Details)**

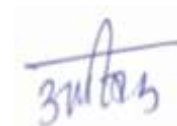
Name of work: “Design, Supply, Installation, Programming, Testing and commissioning of Electronic Interlocking (E.I) system in connection with Viramgam Upgradation of Indoor Signalling equipment by Electronic Interlocking system of Ahmedabad Division.

Similar nature of work (For Filling Appendix 1 related to ITT):

“Any RI or EI or CLS or ABS or IBS work involving Indoor & Outdoor work (Cable laying & termination).”

Brief description of Work:

The Scope of work essentially consists of design, Supply, Installation, Programming, Testing and commissioning of Electronic Interlocking (E.I) system in connection with Viramgam Upgradation of Indoor Signalling equipment by Electronic Interlocking system of Ahmedabad Division., **Western Railway, as per schedule of work and technical requirements and specifications.**



Tenderer's Signature
Date

DRM S&T ADI
For & on behalf of the President of India

A

Contractor's Scope of The Work:

1. Contractor has to execute work as per NIT and Technical specification i.e as per section IV of tender document.
2. Work has to be executed as prevailing Railway Board, H.Q policies and guidelines issue in this regard.
3. Transportation of all types of materials required for commissioning of works from the Railway's stores within division at contractor's own cost.
4. The EI system including its equipment and subsystems shall be under warranty of one year from the date of commissioning of Station. During the Warranty period of the system with standby must be maintained in such a manner that the system shall be available normally. For other than EI system / its subsystems, the warranty shall be of 12 months from the date of completion as per completion certificate issued by Railway.
5. Training : as per Tender schedule
6. After issuing LOA, it is mandatory for contractors to register & upload all employees' data of Shramik Kaylan on the portal.

B

RAILWAYS SCOPE

1

Approved Signaling Plan.

2

Building for the Installations if not covered in the schedule of materials and work.

3

Provision of single phase 230V AC un-stabilized Power Supply.

4

Statutory Testing of installation/equipment (as per SEM) shall be done under Supervision of Railway officials or by Railway officials themselves, once the contractor offers installation is ready commissioning in all respects. The electric supply for this purpose will be provided by the Railways. However, for any installation activities like drilling, soldering etc., contractor if so desires, to use tools/ machines, electric power supply (230V AC) can be arranged by Railways as per extant procedure.

5

All types of outdoor cables if not covered in the schedule of materials and works.

C

Mandatory technical requirement

Tender inviting authority:

Sr. Divisional Signal & Telecommunication Engineer (Co) Ahmedabad

Office Address:**DRM Office, Near Chamunda Mata Mandir,****Opp. New Swadeshi Mills, Naroda Road,****Post – Saijpur Bogha, Ahmedabad-382345 .**

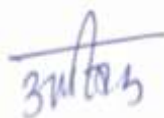
D

Consignee Details:

- a. Coordinating Consignee for material supply and its billing will be SSE/Sig/MSH-Store
 - b. Consignee in charge for execution of work and execution related billing will be SSE/SIG/Viramgam.
 - c. Engineer In charge: DSTE/Special works.
- However Railway reserves full right to change consignee (stores), supervisor site in-charge and officer- in-charge whenever need arises.

Tenderer's Signature

Date



DRM S&T ADI

For & on behalf of the President of India

Appendix 2, Annexure 2**Technical Capability of Bidder:***Instructions:*

This information is only for assessing the capacity of Bidder to complete work within the completion period. Non submission of this information may affect project execution at a later stage. This information can also be submitted with 30 days of issue of LOA)

List of tools, Plants, equipment and machinery available with the tenderer along with their value

Name, qualifications of the technical Supervisors and staff under the employment of the tenderer and organization on hand and proposed to be engaged for the subject work

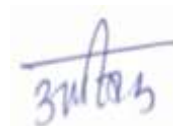
SN	Name	Technical qualification(s)	Position with the tenderer	Commencement of present employment	Total experience	Emoluments
	2	3	4	5	6	7

i. Other facilities available with the tenderer not covered hither to:

1. Tenderer(s) knowledge from actual personal investigation of the resources of the region or District(s) in which he offers to work:
2. Any other details that the tenderer may like to furnish to substantiate their financial and technical ability to undertake this work and complete the same within the stipulated period of completion.

Signature of Tenderer(s)/Contractor(s)NB:

1. If any one or more of the detailed information furnished in the tenders Documents is proved to be false at any stage, the contractor/ firm will be debarred then and there, from all the commitments connected with the tender and his/their tender/contract will be rejected/terminated and further action will be taken as per extant rules.
2. Separate sheet may be used for furnishing the above information, if necessary.



Tenderer's Signature
Date

DRM S&T ADI
For & on behalf of the President of India

Appendix 2, Annexure 3**(Employment of Key Personnel)***Instructions: Information can be submitted within 30 days of issue of LOA.*

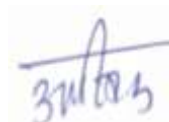
S N	Name	Minimum Qualification	Qualification	Experience in Similar Works
PROJECT MANAGER (minimum 01 Nos.				
1				
SITE MANAGER (minimum 01 Nos.)				
2				
3				
Other Personals				

The contractor shall employ the minimum key personnel other than Technical manpower (Detail is in Tender Document) during the execution of the Contracted work.

The Biodata (Name, Qualification, Years of experience etc.) of the key personnel as mentioned above, who are proposed to be deployed, shall be furnished in within 30 days of issue of LOA. It will be essential to retain the same key personnel for continuity of the project. However in case a situation arises to replace the key personnel for whatever reason, the same will be done in consultation with the Railways.

The PROJECT MANAGER/SITE MANAGER should be available at site whenever required by the Engineer to take instructions. Incase the Contractor fails to employ the aforesaid key personnel or the Key person is not available at Site whenever required by Engineer, he shall be liable to pay a reasonable amount not exceeding a sum of Rs. 40,000/- for each month or part thereof of default in case of Project Manager and Rs. 25000/-for each month or part thereof of default in case of Site Manager.

Signature of Tenderer(s)/Contractor(s)



Tenderer's Signature
Date

DRM S&T ADI
For & on behalf of the President of India

Appendix 2, Annexure 4**STANDING INDEMNITY BOND****INDEMNITY BOND**

Indemnity Bond for safe custody of Railway material to be supplied to M/s. _____
under Tender no. _____

We, M/s. _____ (hereinafter called the Contractor)
do hereby undertake that we shall hold in our custody for and on behalf of the President of India
acting in the premises through the General Manager, Western Railway or for him all Railway
materials which have been handed over to us against the contract for Tender no.
_____ dtd. _____ for the work of
“ _____ ” by the Railway
for the purpose of execution of the said contract until such time the materials are duly installed
and/or erected or otherwise handed over to the Railway.

We shall be entirely responsible for the safe custody and protection of the said materials against all
risk till they are duly delivered as installed and/or erected equipment to the Railway or as directed
otherwise and shall indemnify the Railway against any loss, damage or deterioration whatsoever in
respect of the said materials. Any Officer authorized by the General Manager, Western Railway or
his nominee shall at all time open the said materials to Inspection.

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

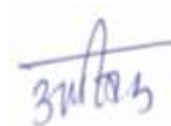
In the event of any loss or damage as aforesaid the assessment of such loss or damage and the
assessment of the compensation there for would be made by the President of India acting through
the General Manager, Western Railway or his authorized nominee shall be final and binding upon
us.

Signed at _____
on this day of _____
Signature of Witness: _____
for or on behalf of _____
M/s. _____

Name of Witness in

BLOCK LETTERS

ADDRESS:



Tenderer's Signature
Date

DRM S&T ADI
For & on behalf of the President of India

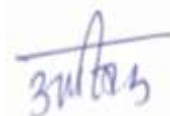
Appendix 2, Annexure 5**FORM OF BANK GUARANTEE BOND FOR PERFORMANCE GUARANTEE**

The President of India,
 Acting Through the
Sr. Divisional Finance Manager
DRM Office,
Western Railway, Ahmedabad – 382345.

1. In consideration of the President of India (hereinafter called “the Government”) having agreed to accept from.....(hereinafter called “the said contractor/s”), under the terms and conditions of an Agreement/Acceptance letter datedmade between.....and(hereinafter called “the said Agreement”) the Performances Guarantee for the due fulfillment by the Contractor/s of the terms and conditions in the said Agreement on production of Bank Guarantee for Rs.....(Rupees..... only) we,.....(indicate the name of Bank thereafter referred to as “the Bank”) at the request ofcontractor/s do hereby undertake to pay the government an amount not exceeding Rs.....against any loss or damage caused to or suffered by or would be caused to or suffered by the Government by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We,..... (indicate the name of Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on demand from the Government stating that the amount claimed is by way of loss or damage caused to or suffered by the Government by reason of breach by the said contractor/s of any of the terms or conditions contained in the said agreement or by reason of the contractor/s failure to perform the Agreement , any such demand made on the bank shall be conclusive as regards the amount due and payable to the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

3. We undertake to pay to the Government any money so demanded notwithstanding any dispute or dispute raised by the contractor/s/supplier(s) in any suit or proceeding pending before any Court or Tribunal relating thereto liability under this present being absolute and unequivocal. The payment made by us under this bond shall be a valid discharge of our liability for payment



Tenderer's Signature
 Date

DRM S&T ADI
 For & on behalf of the President of India

thereunder and the contractor(s)/supplier(s) shall have no claim against us for making such payments.

4. We..... (indicate the name of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement, including Maintenance/Warranty Period, and that it shall continue to be enforceable till the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharge or till _____ office/Department. Ministry of Railway certifies that the terms and conditions of the Agreement have been fully and property carried out by the said Contractor(s) and accordingly discharged this guarantee, unless a demand or claim under this guarantee is made on us in writing on or before thewe shall discharge from all liability under this guarantee thereafter.

5. We,..... (indicate the name of the bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone from any time or from time to time any of the powers exercisable by the Government against the said contract and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, extension being granted to the contractor/s for any forbearance act or commission on the part of the Government or indulgence by the Government to the said contractor/s or such any matter or thing whatsoever which under the law relating to sureties would , but for this provision, have effect of so relieving us.

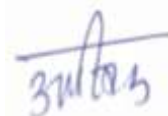
6.This Guarantee will not be discharge due to the change in the constitution of the bank or the Contractor(s)/Suppliers(s)

7. We,..... (Indicate the name of Bank).....undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing. Date this.....day of2020.

For
(Indicate the name of Bank)

Signature of Tenderer

For Divisional Railway Manager (S&T)
Western Railway, Ahmedabad-382345
For and on behalf of President of India



Tenderer's Signature
Date

DRM S&T ADI
For & on behalf of the President of India

Appendix 2, Annexure 6**NO CLAIM CERTIFICATE**

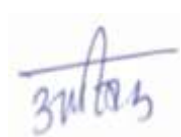
I/We _____ hereby certify that I / We have no claims outstanding against the Western Railway, either for work done or for labor supplied or for materials supplied or on any other account on the _____ District_ Sub-Division. No. _____ Zone _____, and that I/We have been paid in full and in final settlement and satisfaction of all my/our claims.

Witness of Signature to contractor Date:

(Signature of the Contractor) Date: _____

Stamp:

Tenderer's Signature
Date


DRM S&T ADI
For & on behalf of the President of India

Appendix 2, Annexure 7

PERFORMA FOR THE EXTENSION

No. _____

Dated: _____

Sub: (i) _____

(ii) Acceptance letter no. _____

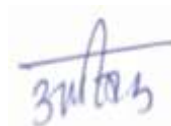
(iii) Understanding/Agreement no. _____

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

Dear Sir,

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

Yours faithfully
For and on behalf of the President of India.



Tenderer's Signature
Date

DRM S&T ADI
For & on behalf of the President of India

Appendix 2, Annexure 8

OEM's Site Installation Certificate**(For EI, SSDAC/MSDAC, UFSBI/BPAC, IPS, Data logger only)****To,****Sr. Divisional Signal & Telecommunication Engineer (Co)****DRM Office,****Western Railway, Ahmedabad – 382345.**

This is to certify that verification of system installation (details given below) has been completed by undersigned (OEM representative) and all necessary arrangements like earthing, surge protection, power supply, power & communication cables, and equipment wiring meet the required standards of engineering for trouble free working of installed systems.

1. System being commissioned :

2. Station / Section :

3. Division :

4. Date of commissioning :

5. RDSO specification number:

.....
Name of RDSO approved Original Equipment Manufacturer:.....
Name of OEM representative with Designation:.....
Signature of OEM representative with DateTenderer's Signature
Date
DRM S&T ADI
For & on behalf of the President of India