

TENDER AT A GLANCE**WESTERN RAILWAY****Electrical (TRD) Department**

Tender No	:	WR-MMCT0ESUB(ESOT)/4/2026(RT)
Name of work	:	Dismantling of redundant OHE structure foundation, Casting of cement concrete muff on OHE structure foundations & cleaning and painting of OHE structure foundation in Churchgate-Virar Section.
Approximate cost of work	:	Rs. 47,22,514/-
Bid Security	:	Rs. 94,500/-
Bidding System	:	Single Packet
Completion period	:	12 Months
Validity of offer	:	60 days
Tender closing date	:	15.07.2026 at 15: 00 Hrs.
Tender opening date	:	15.07.2026 at 15:30 Hrs

Website www.ireps.gov.in

INDEX

NOTICE INVITING TENDER (NIT).....	4
TENDER FORM.....	6
PREAMBLE	7
1.0 Tender No:	7
2.0 Name of Work :	7
3.0 Scope of Work	7
4.0 Location	7
5.0 Cost of work	7
6.0 Period of completion.	7
7.0 Eligibility Criteria For Tenderers-NA	7
8.0 Sale of tender document.....	9
9.0 Date and time of submission	9
10.0 Date and time of Opening	9
11.0 Validity period	9
12.0 Tender Notice	9
13.0 Terms & conditions:	9
14.0 Addresses	9
INSTRUCTIONS TO TENDERERS	10
1.0 Tender Document	10
2.0 Interpretations	10
3.0 Work Site.....	11
4.0 Submission of tender	11
5.0 Opening of tender	18
6.0 Validity of offer	18
7.0 Prices.....	18
8.0 Percentage Tender	18
9.0 Foreign Exchange.....	18
10.0 Bid Security	18
11.0 Security deposit	20
12.0 Performance Bank guarantee.....	21
13.0 Acceptance of tender.....	23
14.0 Deviations	23
15.0 General Condition of Contract:.....	23
16.0 Addresses: -	23
SPECIAL CONDITION OF CONTRACT (SCC)	24
1.0 General	24
2.0 Interpretation	24
3.0 Scope of Work	24
4.0 Standards and design.....	24
5.0 Intent Of Specifications.....	25
6.0 Specifications And Schedules.....	25
7.0 Site Working Conditions.....	26
8.0 Materials And Equipment.....	26
9.0 Contractors organization	28
10.0 Notices & Instructions To Contractor	29
11.0 Co-ordination of work at site	29
12.0 Workmanship & Quality of work	29
13.0 Monthly Progress Report.....	29

14.0	Certification Of Work	30
15.0	Method Of Measurement	30
16.0	Completion of Work	30
17.0	Supply of Materials, Tools, Plants and Equipments by the Purchaser.....	31
18.0	Security of men, material & work	31
19.0	Drafting of vehicles.....	32
20.0	Indemnity.....	32
21.0	Guarantee/ Defect Liability	32
22.0	Other documents	33
23.0	Test Certificates	33
24.0	Tools and Spare Parts	33
25.0	Safety Measures	33
26.0	Safety Aspect during power Block	34
27.0	Arbitration:.....	34
28.0	Instructions for Submitting the Tenders as Joint Venture Firms :	34
29.0	Care in Submission of Tenders:.....	34
30.0	Letter of Credit as mode of payment:	35
31.0	Updation of Labour Data on Railway's Shramikkalyan Portal:	37
32.0	Penalty for damages to cables:-.....	37
1.0	Price	39
2.0	The quote	39
3.0	Price variation	39
4.0	Method of payment	39
5.0	Terms of Payment	39
6.0	Quantity Variation.....	39
7.0	Duties, Taxes, Royalty etc.	42
8.0	Final Settlement:.....	42
	SCHEDULE OF QUANTITIES AND RATES.....	43
	EXPLANATORY NOTES FOR SCHEDULE OF QUANTITY AND RATES.	44
	SECTION -2 : Description of items in Schedule of Quantity and Rates.....	45
	Annexure-I	48
	Annexure-II	49
	Annexure-III	50
	Annexure-IV	51
	Annexure-V	53
	Annexure-V(A).....	55
	Annexure -VI(A)	56
	Annexure -VI(B)	58
	END OF DOCUMENT	59

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

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

Tender No :	WR-MMCT0ESUB(ESOT)/4/2026(RT)
Name of the work	Dismantling of redundant OHE structure foundation, Casting of cement concrete muff on OHE structure foundations & cleaning and painting of OHE structure foundation in Churchgate-Virar Section
Estimated cost of work	Rs. 47,22,514/-
Bid Security	Rs. 94,500/-
Bidding system	Single Packet
Completion period	12 months
Date & time of submission	Not later than 15.00 Hrs of 15.07.2026 in the prescribed manner.
Date and time of opening	The tender will be opened at the office of Sr. Divisional Electrical Engineer (Sub) , Western Railway, Mumbai Central , Mumbai – 400 008 on date 15.07.2026 at 15.30hrs.
Website particulars .	The tender can be viewed and submitted through website www.ireps.gov.in .
Validity of offer	60 days from the date of opening

Note :

1. The tenderer may note that copies of completion certificates, copies of documents in support of eligibility criteria and contractual amount received required for fulfilment of minimum eligibility criteria must be submitted along with the offer. On the above subject there will be no post tender correspondence.
2. Work experience certificate from Private individual shall not be considered. However in addition to work experience certificates issued by any Govt. organization, work experience certificate issued by public listed company having average annual turnover of Rs.500 Crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of closing of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the public listed company to issue such certificates. In case the tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with the work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payment received and copy of final/last bill paid by company in support of above work experience certificate.
3. Tender can be viewed and submitted through website www.ireps.gov.in only.
4. Tenderer may satisfy themselves before submission of tender regarding their financial status, previous experience and ability to execute work including by seeing actual site and locality of the work and all location liable to be encountered during execution of work and may be required to submit/demonstrate evidence.
5. In case the date of submission / opening is declared as holiday by the Central Govt., then the tender shall be opened on next working day in the same manner.
6. The 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 as mentioned in tender documents
7. Tenders not accompanied with Bid security shall be summarily rejected.

8. TENDERERS CREDENTIALS

Documents testifying tenderer previous experience and financial status should be produced along with the tender. Tenderers should submit following document along with their tenders

- (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) Audited Balance Sheet duly certified by the Chartered Accountant regarding contractual payments received in the past.
- (iii) The list of personnel / organization on hand and proposed to be engaged for the tendered work. Similarly list of Plant & Machinery available on hand and proposed to be inducted and hired for the tendered work.
- (iv) A copy of certificate stating that all their statements/documents submitted along with bid are true and factual. Standard format of certificate to be submitted by the bidder is enclosed as Annexure-V of this tender document. **In addition to Annexure-V, in case of other than company/proprietary firm, Annexure-V(A) shall also be submitted by each member of a partnership firm/joint venture(JV)/Hindu Undivided Family(HUF)/Limited Liability Partnership(LLP) etc as the case may be.** Non submission of above certificate(s) by the bidder shall result in **summarily rejection** of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested/digitally signed by which they/he is qualifying the qualifying criteria mentioned in the tender document.
- (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 tender bid security besides banning of business for a period of upto two years.

(b) In case of any information submitted by tenderer is found to be false forged or incorrect after the award of contract, the contract shall be terminated. Bid security, Performance Guarantee and Security Deposit available with the railway shall be forfeited. In addition, other dues of the contractor, if any, under this contract shall be forfeited and agency shall be banned for doing business for a period of upto two years.

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

WESTRN RAILWAY**TENDER FORM****Tender No.- WR-MMCT0ESUB(ESOT)/4/2026(RT)**

Name of work. Dismantling of redundant OHE structure foundation, Casting of cement concrete muff on OHE structure foundations & cleaning and painting of OHE structure foundation in Churchgate-Virar Section.

To,
The President of India,
Acting through,

Sr. Divisional Electrical Engineer (Sub)

Western Railway, Mumbai Central, Mumbai-400008

1. I/We _____ have read the various conditions to tender attached hereto and agree to abide by the said conditions. I/We also agree to keep this offer open for acceptance for a period of 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 Western Railway, at the rates quoted in the attached bill(s) of quantities and hereby bind myself/ourselves to complete the work in all respects within 12 months from the date of issue of letter of acceptance of the tender
2. I/We also hereby agree to abide by the Indian Railways Standard General Conditions of Contract, with all correction slips up-to-date and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by Railway in the annexed Special Conditions/Specifications, Standard Schedule of Rates (SSOR) with all correction slips up-to-date for the present contract.
3. A Bid Security of ₹ 94,500/- 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) (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) (c) I/We do not commence the work within fifteen days after receipt of orders to that effect.
4. I/We am/are a Startup firm registered by Department of Industrial Policy and Promotion (DIPP) and my registration number is valid upto (Copy enclosed) and hence exempted from submission of bid security.
5. We are a Labour Cooperative Society and our Registration No. is withand hence required to deposit only 50% of Bid Security.
5. 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)

(2)

Signature of tenderer(s)

Address of tenderer(s)

Date.....

WR-MMCT0ESUB(ESOT)/4/2026(RT)

PREAMBLE**1.0 Tender No:**

WR-MMCT0ESUB(ESOT)/4/2026(RT)

2.0 Name of Work :

Dismantling of redundant OHE structure foundation, Casting of cement concrete muff on OHE structure foundations & cleaning and painting of OHE structure foundation in Churchgate-Virar Section.

3.0 Scope of Work

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

4.0 Location

The Proposed work is to be carried out between CCG and VR stations on Mumbai Division of Western Railway in the state of **Maharashtra**.

5.0 Cost of work

The estimated cost of the above work is Rs. 47,22,514/- (Rupees Forty Seven Lakhs, Twenty Two thousand, Five hundred and Fourteen only)

6.0 Period of completion.

The works in all respects shall be completed within period of 12 months from the date of issue of letter of acceptance.

7.0 Eligibility Criteria For Tenderers-NA**7.1 Bid Capacity**

As per GCC April 2022 with latest amendments.

Note :

1. The tenderer may note that copies of completion certificates, copies of documents in support of eligibility criteria and contractual amount received required for fulfilment of minimum eligibility criteria must be submitted along with the offer. On the above subject there will be no post tender correspondence.
2. Work experience certificate from Private individual shall not be considered. However in addition to work experience certificates issued by any Govt. organization, work experience certificate issued by public listed company having average annual turnover of Rs.500 Crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of closing of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the public listed company to issue such certificates. In case the tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with the work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payment received and copy of final/last bill paid by company in support of above work experience certificate.

3. Tender can be viewed and submitted through website www.ireps.gov.in only.
4. Tenderer may satisfy themselves before submission of tender regarding their financial status, previous experience and ability to execute work including by seeing actual site and locality of the work and all location liable to be encountered during execution of work and may be required to submit/demonstrate evidence.
5. In case the date of submission / opening is declared as holiday by the Central Govt., then the tender shall be opened on next working day in the same manner.
6. The 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 as mentioned in tender documents.
7. Tenders not accompanied with Bid security shall be summarily rejected.

8. TENDERERS CREDENTIALS

Documents testifying tenderer previous experience and financial status should be produced along with the tender. Tenderers should submit following document along with their tenders

- (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) Audited Balance Sheet duly certified by the Chartered Accountant regarding contractual payments received in the past.
- (iii) The list of personnel / organization on hand and proposed to be engaged for the tendered work. Similarly list of Plant & Machinery available on hand and proposed to be inducted and hired for the tendered work.
- (iv) A copy of certificate stating that all their statements/documents submitted along with bid are true and factual. Standard format of certificate to be submitted by the bidder is enclosed as Annexure-V of this tender document. **In addition to Annexure-V, in case of other than company/proprietary firm, Annexure-V(A) shall also be submitted by each member of a partnership firm/joint venture(JV)/Hindu Undivided Family(HUF)/Limited Liability Partnership(LLP) etc as the case may be.** Non submission of above certificate(s) by the bidder shall result in **summarily rejection** of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested/digitally signed by which they/he is qualifying the qualifying criteria mentioned in the tender document.
- (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 tender bid security besides banning of business for a period of upto two years.

(b) In case of any information submitted by tenderer is found to be false forged or incorrect after the award of contract, the contract shall be terminated. Bid security, Performance Guarantee and Security Deposit available with the railway shall be forfeited. In addition,

WR-MMCT0ESUB(ESOT)/4/2026(RT)

other dues of the contractor, if any, under this contract shall be forfeited and agency shall be banned for doing business for a period of upto two years.

- vii). It may be noted that Partnership firm is distinct from the individual partners and credentials of turnover and experience are required to be in the name of firm itself. The credentials of partners are irrelevant so long as participant in the tender is the partnership firm.

All documents being submitted by the tenderer shall be duly attested. Non compliance with any of the conditions set forth therein above is liable to result in the tender being rejected.

8.0 Sale of tender document

Tender can be viewed and submitted through website www.ireps.gov.in only.

9.0 Date and time of submission

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

10.0 Date and time of Opening

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

11.0 Validity period

60 days from the date of opening of Tender

12.0 Tender Notice

Enclosed as Notice inviting Tender.

13.0 Terms & conditions:

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

14.0 Addresses

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

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

INSTRUCTIONS TO TENDERERS

1.0 Tender Document

- 1.1 Preamble, Instruction to Tenderers Special Condition of Contract, Indian Railway Standard General Condition of Contract April 2022(With latest amendments) and Schedule of Quantity and Rates & Explanatory notes, Specification, Forms of tender shall, hereafter, be collectively referred to as the "Tender Document"
- 1.2 The Intending tenderer is advised to study the tender document, and verify & assess the site requirement before filling of tender forms, so as to acquaint himself & have clear idea of location, infringement, other topography of location means to access site of work and all other matters pertaining thereto. The submission of tender shall be deemed to have been done after careful study and examination of tender document with full understanding of implications thereto.

2.0 Interpretations

The following terms wherever occurring in the Tender Document and wherever used throughout the execution of the work shall unless excluded by repugnant to the context, have the meaning attributed thereto as follows.

" **Railway**" shall mean the president of the Republic of India or the administrative officers of the Western Railway or of the Successor Railway authorized to deal with any matters, which these presents are concerned on his behalf.

"**General Manager**" Shall mean the officer in charge of the general superintendence and control of the Railway and shall also include the General Manager (Electrical) and shall mean their successors, of the Railway.

"**Chief Electrical Engineer**" i.e. **CEE** shall mean the officer in charge of the Electrical Department of Western Railway shall mean & include the engineer of the successor Railway.

"**Divisional Railway Manager**" Shall mean the officer in charge of a Division of the Western Railway and shall mean and include the Divisional Railway Manager of the successor Railway.

"**Engineer**" shall mean the Sr. Divisional Engineer or the Executive Engineer, Sr. Divisional Signal and Telecommunication Engineer, Divisional Signal and Telecommunication Engineer (Construction), Sr. Divisional Electrical Engineer and Sr. Divisional Electrical Engineer (Construction), **in executive charge of the works** and shall include the superior officers of the Engineering, Signal and Telecommunication, and Electrical Department of Railway i.e. the Senior Divisional Engineer/ Deputy Chief Electrical Engineer or Chief Electrical Engineer etc and shall mean and include the Engineers of the successor Railway.

"**Tenderer**" shall mean the person/the firm/ co-operative or company whether incorporated or not who tenders for the works with a view to execute the works on contract with the Railway and shall include their personal representatives, successors and permitted assigns.

"**Open Tender**" shall mean tenders invited in open and public manner and with adequate notice.

"**Works**" shall mean the works contemplated in the drawing and Bill(s) of Quantities set forth in the tender forms and required to be executed according to specification.

"**Drawings**" shall mean the maps, drawings, plans and tracing or prints thereof annexed to the tender forms.

"**Materials**" means all equipments, components, fittings and other materials including raw materials required to complete the work.

"Contract" shall mean and include the Agreement, the Work Order, the accepted Bill(s) of Quantities or Chapter(s) of Standard Schedule of Rates (SSOR) of the Railway modified by the tender percentage for items of works quantified, or not quantified, the Standard General Conditions of Contract, the Special Conditions of Contracts, if any; the Drawing, the Specifications, the Special Specifications, if any and Tender Forms, if any.

"Contractor" shall mean the person/Firm/Co-operative Society or Company whether incorporated or not who enters into the contract with the Railway and shall include their executors, successors and permitted assigns

"Contractor's Representative" Shall mean a person project manager/engineer in-charge or in supervisory capacity who shall be so declared by contractor and who shall be authorized under a duly executed power of Attorney to receive material issued by the purchaser to contractor for the works. He shall be responsible for proper execution of work at each or all places and shall take orders from purchaser's Engineers and carry out the same.

"Purchaser" shall means the president of India acting through his accredited officer or any one of them i.e. **the engineer in-charge** on behalf of President of India.

"Purchasers representative" shall means the representative/engineer appointed by purchaser.

"Bill of Quantities" shall mean Schedule of Item(s) included in the tender document along with respective quantities

3.0 Work Site

The Proposed work is in Churchgate-Virar section on Mumbai Division of Western Railway in the state of Maharashtra.

4.0 Submission of tender

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

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

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

- 4.3 The tenders shall be submitted accompanied by:

- a) Bid security
- b) The tenderer should submit attested certificate from purchaser/client, audited balance sheet duly certified by chartered accountant etc. and attested copy of completion certificates in support of minimum eligibility criterias.
- c) Tenderer should clearly submit a certificate regarding whether he is participating as a proprietor ship firm or partnership/limited/pvt Ltd firm etc and submit certified copy of partnership deed, Memorandum & articles of association if applicable.
- d) Tenderer should submit certified copy of Power of attorney, board resolution or authorization to sign the tender documents on behalf of partnership/Limited/Pvt Ltd firm if applicable
- e) Tenderer should submit attested copy of copy of pan card.
- f) Tenderer should submit details of registration of their firm with EPFO.

- g) Tenderer should submit declaration regarding employment/partnership of retired Railway Employees with the tenderer as per Annexure-I of tender document. Tenders without the information above referred to or a statement to the effect that no such retired Engineer or retired gazetted officer is so associated with the tenderer, as the case may be, shall be rejected
- h) Tenderer should submit declaration regarding relative employed with Railways as per Annexure-II of tender document, failing which the tender may be disqualified/rejected or if such fact subsequently comes to light, the contract may be rescinded in accordance with provision in clause 62 of standard general conditions of contract.
- i) The tenderer shall submit a copy of certificate stating that all their statements/documents submitted along with bid are true and factual. Standard format of certificate to be submitted by the bidder is enclosed as Annexure-V of this tender document. **In addition to Annexure-V, in case of other than company/proprietary firm, Annexure-V(A) shall also be submitted by each member of a partnership firm/joint venture(JV)/Hindu Undivided Family(HUF)/Limited Liability Partnership(LLP) etc as the case may be.** Non submission of above certificate(s) by the bidder shall result in **summarily rejection** of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested/digitally signed by which they/he is qualifying the qualifying criteria mentioned in the tender document. It will not be obligatory on the part of tender committee to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned.
- j) 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.
- k) The tenderer should give an undertaking that the Company is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which the Company was / is a partner/member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.
- l) Tenderer shall have to submit original power of Attorney, Partnership deed in case of partnership firm and memorandum and Articles of Association in case of Limited Companies whenever demanded by Railways.
- m) Tenderer may submit any other document considered necessary with the offer like system features, calculations etc.

4.4 Documents to be submitted along with the tender.:

- (i) The tenderer shall clearly specify whether the tender is submitted on his own (Proprietary Firm) or on behalf of a Partnership Firm / Company / Joint Venture (JV) / Registered Society / Registered Trust / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. The tenderer(s) shall enclose the attested copies of the constitution of their concern, and copy of PAN Card along with their tender. Tender Documents in such cases are to be signed by such persons as may be legally competent to sign them on behalf of the firm, company, association, trust or society, as the case may be.
- (ii) Following documents shall be submitted by the tenderer:

(a) Sole Proprietorship Firm:

(i) An undertaking that he is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which he was / is a partner/member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.

(ii) All documents in terms of Para 10 of the Tender Form (Second Sheet) of GCC April 2022 with latest amendments.

(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) An undertaking that the HUF is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which HUF was / is a partner/member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.

(iii) All documents in terms of Para 10 of the Tender Form (Second Sheet) of GCC April 2022 with latest amendments.

(c) Partnership Firm:

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

(d) Joint Venture(JV):-

The tenderer shall submit documents as mentioned in Clause 17 of the Tender Form given in GCC (Second Sheet).

(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). An undertaking that the Company is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which the Company was / is a partner/member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.

(v). All documents in terms of Para 10 of the Tender Form (Second Sheet) of GCC April 2022 with latest amendments.

(f) LLP (Limited Liability Partnership): If the tender is submitted on behalf of a LLP registered under LLP Act-2008, the tenderer shall submit along with the tender:

(i) A copy of LLP Agreement

(ii) A copy of Certificate of Incorporation

(iii) A copy of Power of Attorney/Authorization issued by the LLP in 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 explanatory notes in clause 10 of part I of GCC April 2022 with latest amendments.

(g) Registered Society & Registered Trust: The tenderer shall submit:

- (i). A copy of the 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 explanatory notes in clause 10 of part I of GCC April 2022 with latest amendments.
 - iii. If it is NOT mentioned in the submitted tender that tender is being submitted on behalf of a Sole Proprietorship firm / Partnership firm / Joint Venture / Registered Company etc., then the tender shall be treated as having been submitted by the individual who has signed the tender.
 - iv). After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm / Partnership Firm / Registered Company/ Registered Trust / Registered Society / HUF/LLP etc. shall be neither asked nor considered, if submitted. Further, no suo moto cognizance of any document available in public domain (i.e., on internet etc.) or in Railway's record/office files etc. will be taken for consideration of the tender, if no such mention is available in tender offer submitted.
 - v). A tender from JV / Partnership firm etc. shall be considered only where permissible as per the tender conditions.
 - vi). The Railway will not be bound by any change in 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.
- 4.5. The tenderer whether sole proprietor / a company or a partnership firm / registered society / registered trust / HUF / LLP etc if they want to act through agent or individual partner(s), should submit along with the tender, a copy of power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person, specifically authorizing him/them to sign the tender, submit the tender and further to deal with the Tender/ Contract up to the stage of signing the agreement except in case where such specific person is authorized for above purposes through a provision made in the partnership deed / Memorandum of Understanding / Article of Association /Board resolution, failing which tender shall be summarily rejected.

A separate power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether 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.

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

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.

4.6 Employment/Partnership etc. of Retired Railway Employees:

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

AND

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

THEN

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

- 4.6.2 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

- 4.6.3 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 para 4.6 above has not been furnished, contract is liable to be dealt in accordance with provision of clause 62 of Standard General Condition of contract.

4.7 JOINT VENTURE (JV) IN WORKS TENDERS
As per GCC (latest)

4.8. Participation of Partnership Firms in works tenders:

- 4.8.1 The Partnership Firms participating in the tender should be legally valid under the provisions of the Indian Partnership Act.
- 4.8.2 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 prior to date of tender opening as per the Indian Partnership Act, prior to submission of tender.
- 4.8.3 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.
- 4.8.4 Once the tender has been submitted, the constitution of the firm shall not be allowed to be modified / altered / terminated during the validity of the tender as well as the currency of the contract except when modification becomes inevitable due to succession laws etc., in which case prior permission should be taken from Railway and in any case the minimum eligibility criteria should not get vitiated. The re-constitution of firm in such cases should be followed by a notary certified Supplementary Deed. The approval for change of constitution of the firm, in any case, shall be at the sole discretion of the Railways and the tenderer shall have no claims what-so-ever. Any change in the constitution of Partnership firm after submission of tender shall be with the consent of all partners and with the signatures of all partners as that in the Partnership Deed. Failure to observe this requirement shall render the offer invalid and full Bid Security shall be forfeited.

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

- 4.8.5 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.
- 4.8.6 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.
- 4.8.7 One or more of the partners of the firm or any other person (s) shall be designated as the authorized person (s) on behalf of the firm, who will be authorized by all the partners to act on behalf of the firm through a "Power of Attorney", specially authorizing him / them to submit & sign the tender, sign the agreement, receive payment, witness measurements, sign measurement books, make correspondences, compromise / settle / relinquish any claim (s) preferred by the firm, sign "No Claim Certificate", refer all or any dispute to arbitration and to take similar such action in respect of the said tender / contract. Such "Power of Attorney" shall be notarized / registered and submitted along with the tender.

- 4.8.8 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.
- 4.8.9 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.
- 4.8.10 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 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.

- 4.8.11 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:

- (a) A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar.
- b) 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.
- (c) 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
- (d) All other documents in terms of Para 10 of the Tender Form (Second Sheet) of GCC April 2022 with latest amendments

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

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

- 4.8.13 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.

5.0 Opening of tender

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

6.0 Validity of offer

The tenderer shall keep the offer open for a minimum period of 60 **days** from the date of opening of tender within which period tenderer can not withdraw his offer subject to the period being extended if required by mutual agreement from time to time.

7.0 Prices

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

8.0 Percentage Tender

The tenderer should quote their offer both in figures and words in **% above or % below** the schedule. No individual rates to be quoted by the tenderer. The prices should be commercially firm and without any ambiguity. Such incomplete offers shall summarily be rejected.

The quoted percentage will be applicable to each item and rate of tender schedule for deciding the amount to be paid to the Contractor. In case, there is variation in quantity while executing the work, the quoted percentage will be applicable for payment of varied quantity of the item.

9.0 Foreign Exchange

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

10.0 Bid Security

- 10.1 The tenderer shall be required to submit 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.

Tender value	Bid security
For all works	2% of the estimated cost of the work

NOTE:-

- (i) The bid security shall be rounded to the nearest Rs.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 Co-op Societies shall submit only 50% of above bid security.

10.2 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 thereof in a manner not acceptable to the Engineer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the Railway.

10.3 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-VI(A)** and shall be valid for a period of 90days beyond the bid validity period.

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

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

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

10.5 If his tender is accepted,

- (i) The Bid Security mentioned in sub para above deposited in cash through e- payment gateway will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract;
- (ii) The Bid Security mentioned in sub para above submitted as Bank guarantee bond, will be encashed as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract.
- (iii) The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation to the Bid Security that may happen thereto while in their possession, nor be liable to pay interest thereon.

11.0 Security deposit

- 11.1 The Security Deposit shall be 5% of the contract value. The Bid Security submitted by the Contractor with his tender will be retained/encashed by the Railways as part of security for the due and faithful fulfillment of the contract by the Contractor. Provided further that, if Contractor submits the Cash or Term Deposit Receipt issued from a Scheduled commercial bank of India or irrevocable Bank Guarantee Bond from a Scheduled commercial bank of India, either towards the Full Security Depositor the Part Security Deposit equal to or more than Bid Security, the Railway shall return the Bid Security, to the Contractor.
- 11.2 Balance of Security Deposit may be deposited by the Contractor in cash or Term Deposit Receipt issued from Scheduled commercial bank of India or irrevocable Bank Guarantee bond issued from Scheduled commercial bank of India, or may be recovered at the rate of 6% of the bill amount till the full Security Deposit is recovered. Provided also that in case of defaulting Contractor, the Railway may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained (including amount guaranteed through Performance Guarantee) may not exceed 10% of the total value of the contract.
- 11.3 The Irrevocable Bank Guarantee submitted towards Security deposit shall be initially valid up to the stipulated date of Maintenance period plus 60 days and shall be extended from time to time, depending upon extension of contract granted in terms of Clause 17A and 17B of the Standard General Conditions of Contract.
- 11.4 Security Deposit deposited in cash by the Contractor or recovered from the running bills of a Contractor or submitted by contractor as Term Deposit Receipt(s) can be refunded/returned to the contractor, in lieu of irrevocable Bank Guarantee bond issued from scheduled commercial bank of India, to be submitted by him, for an amount equal to or more than the already available Security Deposit, provided however that, in a contract of value less than Rs. 50 Crore, such refund/ return of the already available Security Deposit is permitted up to two times and in a contract of value equal to or more than Rs. 50 Crore, such refund / return of the already available Security Deposit is permitted up to three times.

11.5 Refund of Security Deposit: Security Deposit mentioned in sub clause above shall be returned to the Contractor after the following:

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

11.6 The security deposit shall be returned to the contractor after satisfactory completion of the work and maintenance period is over as certified by the competent authority . The competent authority shall normally be the authority who is competent to sign the contract. If this competent authority is of the rank lower than JA Grade, then a JA grade officer (concerned with the work) should issue the certificate. The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the contractors and that there is no due from the contractor to Railways against the contract concerned. Before releasing the SD, an unconditional and unequivocal no claim certificate from the contractor concerned should be obtained.

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

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

12.0 Performance Bank guarantee

The procedure for obtaining performance bank guarantee is outlined below.

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

In all other cases, if the Contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated. In case contract is terminated railway shall be entitled to forfeit bid security and other dues payable to the contractor against that particular contract, subject to maximum 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.

12.2 The successful bidder shall submit the Performance Guarantee (PG) amounting to 5% of the original contract value and **additional performance bank guarantee as per 16(4)(h) of GCC (which is mentioned in clause 12.3 below)in any of the following forms.**

i).	A deposit of cash
ii).	Irrevocable Bank guarantee

iii).	Insurance Surety Bond as per Annexure-XVII part II of GCC 2022(Advance correction slip No.9). Note: 1. The provision of Insurance Surety Bond shall be for all contracts having DOC within 36 months only. 2. In case DOC extends beyond 36 months, fresh Insurance Surety Bond or any other form of Performance Guarantee prescribed in GCC for the balance amount shall be submitted by agency, otherwise necessary action will be taken as per terms of Agreement.
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 Defense Certificates;
x).	Ten years Defense Deposits;
xi).	National Defense Bonds
xii).	Unit Trust Certificates at 5% below market value or at the face value whichever is less

Also , FDR in favour of Sr.DFM/BCT (free from any encumbrance) may be accepted.

12.3 If a tender is accepted on 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%

- 12.4 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.
- 12.5 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.
- 12.6 The Performance Guarantee 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 respected satisfactorily.
- 12.7 Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be encashed in addition to forfeiture of Security Deposit available with railway.
- 12.8 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 the GCC

13.0 Acceptance of tender

- 13.1 “Successful Tenderer shall be issued Letter of Acceptance”. The President of Union of India is not bound to accept the lowest/ any tender or to assign any reason for doing so. The purchaser reserves the right to accept only part items of schedule or all items.
- 13.2 Railway reserves the right to accept or reject any offer, split the work between two or more tenderers or reduce the scope of the work without assigning any reason.
- 13.3 The Successful tenderer shall be required to execute the agreement with President of India acting through the Purchaser for carrying out the work according to the general/ special conditions of contract, tender document and specification for works and materials. The
- 13.4 Contract Agreement shall be entered into by Railway only after submission of valid Performance Guarantee by the Contractor. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender. In such cases the Railway may determine that such tenderer has abandoned the contract and there upon his tender and acceptance thereof shall be treated as cancelled and the Railway shall be entitled to forfeit the full amount from other dues payable to the Contractor under this contract The failed contractor shall be debarred from participating in the re-tender for that work
- 13.5 Successful tenderer shall have to submit original power of Attorney, Partnership deed in case of partnership firm and Power of Attorney and memorandum and Articles of Association in case of Limited Companies. They will have to pay Rs.100/- or as applicable towards scrutiny of documents by Railway's Legal Department. In case of these documents are found legally defective and are required to be reexamined after correction there of, a further fee of Rs. 50/- or as applicable will have to be paid by the Tenderer

14.0 Deviations

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

15.0 General Condition of Contract:

Unless otherwise specified in the tender document and SCC, the contract shall be governed by Indian Railway Standard General condition of Contract April 2022 with latest amendments” . Same can be seen in the office of Sr.DEE(Sub), Mumbai central during office hours or can be downloaded from web site www.indianrailways.gov.in/railwayboard>>”About Indian Railways”>>”Railway Board directorates”>>”Civil Engineering”>>IR General Condition of contract, April 2022”.

16.0 Addresses: -

As specified in the “Preamble”.

SPECIAL CONDITION OF CONTRACT (SCC)**1.0 General**

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

2.0 Interpretation

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

3.0 Scope of Work

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

Scope of work under this contract shall include Supply, installation, testing at Site / manufacturers' works, storage and commissioning of the electrical works and other provisions as specified in schedule of work, specification as per in GCC, SCC and other documents comprising of tender document but not restricted to

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

4.0 Standards and design**4.1 STANDARDS:**

The system offered shall be based on the latest relevant standards and specification as indicated in **Specification Part** of the tender document.

4.2 DESIGN(as applicable)

- 4.2.1 Tenderer shall design the system for Design, Manufacture, Supply, Installation, Testing and Commissioning of the work as specified in the schedule of work but not limited to. It shall include all the designs as may be required for successful contractual obligations.
- 4.2.2 Details of specific system requirements are specified in the specification enclosed
- 4.2.3 Design of system being offered by tenderer including characteristics shall be fully furnished in the offer giving supporting documents, calculations, drawings and schematic diagrams. The successful tenderer, after the award of contract shall submit the detailed final Design / calculations / other technical particulars/information of the entire system within a period of

4 to 6 weeks or less as desired by the engineer, along with individual design, technical particulars of each equipment for the purchaser's approval. orders for procurement of equipment should only be placed after the receipt of purchaser's approval.

5.0 Intent Of Specifications

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

6.0 Specifications And Schedules

- 6.1 The Technical specifications and schedule of quantities & rates shall be considered as part of this contract and any work or materials shown in schedule and not called for in the specifications or vice versa, shall be executed as if specifically called for in both. The drawings if any are for the guidance of the contractor. Exact locations, distances and levels will be governed by the site conditions.
- 6.2 The quantities indicated in Schedule are approximate. The successful tenderer will place the order for materials only after carrying out survey jointly with railways as per site requirement.
- 6.3 Special conditions of contract (SCC) shall be read in conjunction with the general conditions of the contract, technical specifications, schedule of quantities, drawings and any other document forming part of this tender/contract. For any discrepancy between the general conditions and special conditions, provisions of special conditions shall prevail. For any discrepancy between technical specifications and schedule of quantities, the provisions of schedule of quantities shall prevail. The decision of the Engineer in-charge of the work shall be final and binding in the regard.
- 6.4 Wherever it is mentioned in the specifications that the Contractor shall perform certain work or provide certain facilities, it is understood that the Contractor shall do so at his own cost.

Contractor shall get the arranged material inspected/tested as required before use and shall not move/ dispose off the material so arranged without the written permission of authorized representative of Purchaser.

7.0 Site Working Conditions

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

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

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

7.3 Work Under Power Block

Where the work is required to be carried out in Power Block, the contractor or his authorized supervisor/ representative shall before commencement of work, arrange all man and material at site well in advance and ask & obtain Power block/ permit to work near charged OHE from authorized representative of purchaser, who will discharge and earth the line for working staff. Power block shall be arranged for works requiring power blocks according to traffic conditions, however purchaser shall take no responsibility for non-availability of power block or day/night working and safety to be observed at site and contractor shall keep the purchaser indemnified/insured against the same. The contractor shall be required to avail the power block/ permit to work when available. In suburban section maximum power block will be available during night time only. Tower wagon/ wiring special will be made available by the Railway's for erection work free of cost if found necessary, however the contractor should make effort to complete the work through ladders and other facilities available to him observing rules and regulation as per site conditions.

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

8.0 Materials And Equipment**8.1 Procurement of Material**

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

8.2 Approved Make

Successful tenderer has to procure the material from latest RDSO/CORE approved supplier only. The Contractor shall arrange to provide all equipment/ accessories as required for the work as per the approved list of the makes as specified in the specifications unless the change is approved by the Engineer, in case of non-availability or better substitute in writing. Contractor shall arrange/ provide best material best suitable to the application duty and to the specification requirement out of the listed make and contractor shall be deemed to have taken such consideration while quoting the offer. However, the purchaser's engineer reserves the right to choose any of the make out of the listed make. Where the list of approved is not available, the makes of items shall be approved by the engineer.

8.3 Samples

A list of items of materials and equipment together with samples, as required, shall be submitted to 'Engineer' as per agreed schedule, for approval, before being used on work. No change in samples and deviations from drawings of equipments shall be made from without

the written instructions of the Purchasers' representative. Approvals given by the Purchasers' representative to any samples or drawings submitted by the Contractor shall not in any way exonerate the Contractor from his liability to carry out the work in accordance with the terms of the contract and serving the purpose as per the standards. No extra payment shall be made for arranging samples.

8.4 Inspection of Material

- 8.4.1 Inspection of the materials will be carried out by RITES , at the Manufacturer's premises prior to dispatch in presence of Contractor's representative. All the materials/equipment to be supplied shall conform to the relevant specification only.
- 8.4.2 The inspection charges, if any , shall be reimbursed by the Railway on production of documentary evidence from RITES/approved testing agency as demanded by the engineer
- 8.4.3 However in the event of exigencies Railway reserves the right to change the inspecting authority from RITES to Consignee.
- 8.4.4 Inspection of OHE structures and SPS shall be carried out in two stages i.e Inspection after fabrication of the structures/SPS & inspection of Hot Dip Galvanisation at the premises of CORE approved sources.

8.5 Mobilization of material & resources

The contractor is required to mobilize all the material, resources and manpower as per the requirement of Railways/completion period and the agreed schedule with the engineer. Delay in commencement of work as instructed by Railways will result in action including termination of contract as per GCC.

8.5.1 Assistance by Railway for the Stores to be obtained by the Contractor:

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

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

8.6 Shifting of material:

Purchaser takes no guarantee to provide Rail transport facility. However, the same may be made available for movement of material like mast etc. on nominal payment as applicable to other consignment. But contractor is required to make proper assessment of the requirement and place the indent, load, unload & transfer the material in time. Charges if any due to delay shall be borne by the contractor. Charges if any due to delay shall be borne by the contractor. However the Railways takes no guarantee to provide such facility and contractor shall not be entitled to any delay/ extension of work on this account.

8.7 Accountal of released material

All released materials/unused materials should be handed over to the engineer's representative at the nominated depot/place as directed by the engineer. Quantity executed should commensurate with the material released and handed over with due certification in this effect by site engineer for having made proper accountal of released/unused material. The quantity of released materials/unused materials received back should tally with the quantity erected at site in length, Weight & numbers respectively as per schedule of quantities and approved drawings. The cost of released/unused materials received short shall be recovered from contractor's final bill. The contractor will submit certificate jointly signed by depot incharge and contractor that all the released/unused materials are received back correctly in safe condition.

9.0 Contractors organization

- 9.1 The tenderer shall constitute a competent qualified electrical team of the firm/partnership/JV/Co-operative or company of their employees/representative, key personnel to execute the electrical work in strict compliance to statutory rules and specifications, drawings and relevant standards.
- 9.2 Contractor shall employ only qualified technical staff (having Degree or Diploma in Electrical Engineering) to supervise and carry out the work and maintain an all time team at its headquarter office for prompt liason. Necessary details as asked in formats be furnished regarding electrical team proposed for the work with details of. Name of Supervisors/ Employees shall be furnished and got approved from the Engineer; any changes in the staff shall also be similarly advised. Tenderer shall have equipment, machines, materials and labour and infrastructure shall be available to execute the work.
- 9.3 The contractor shall also employ qualified graduate engineer or qualified diploma engineer as per para 26A of GCC based on the value of contract as per following details. (RB letter No.2012/CE-I/CT/0/20 dated 10.05.2013)
 - 9.3a One qualified Graduate Engineer when cost of work to be executed is Rs.200 Lakhs and above and
 - 9.3b One qualified Diploma holder Engineer when cost of work to be executed is more than Rs.25 Lakhs but less than Rs.200 Lakhs.
- 9.4 In case the Contractor fails to employ the Engineer, as in Para 26A.1 of GCC, he shall be liable to pay a penalty of Rs.40,000/- and Rs.25,000/- for each month or part thereof for the default period for the provisions as contained in para 9.3a and 9.3b above respectively(RB letter No.2012/CE-I/CT/0/20 dated 10.05.2013)
- 9.5 The Contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein any manner whatsoever without the special permission in writing of the Engineer. Any breach of this condition shall entitle the Railway to rescind the contract under Clause 62 of GCC and also render the Contractor liable for payment to the Railway in respect of any loss or damage arising or ensuing from such cancellation; provided always that execution of the details of the work by petty Contractor under the direct and personal supervision of the Contractor or his agent shall not be deemed to be sub-letting under this clause. The permitted subletting of work by the Contractor shall not establish any contractual relationship between the sub-contractor and the Railway and shall not relieve the Contractor of any responsibility under the Contract.
- 9.6. Contractor shall inform the telephone No. and mobile No. of each site and their office during the currency of contract & guarantee period and inform progress activity to Railway Officer in charge and his authorized representative ie. field supervisor etc.

10.0 Notices & Instructions To Contractor

10.1 The successful engineer shall furnish the engineers, the postal address its site and HQ office and keep updated with name of authorised representatives to receive an except notices and instruments.

10.2 All orders given by **purchasers/engineers'** representative to the contractor concerning the work, have the same effect as if given by the Electrical Engineer in-charge of the work. Subject as otherwise herein provided all notices to be given on behalf of the President of India and all other action to be taken on his behalf may be given or taken on his behalf by the Engineer. The successful tenderer shall on award of contract nominate authorized qualified engineer as Project manager and the authorized representative for receiving instructions from the purchaser/engineer. Any instructions to the authorized representative or nominee or other staff available at site given/imparted by the purchaser's representative, the engineer or nominee shall be deemed to have been give to the authorized representative of the contractor or the contractor.

11.0 Co-ordination of work at site

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

11.1 Display Board

The Contractor shall be responsible for displaying the details of works i.e. name of work, approximate cost, expected date of completion, name and address of the Contractor and address of Engineer on a proper steel Board of size not less than 1m x 1m.

12.0 Workmanship & Quality of work

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

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

12.3 In case of any OHE failure/unusual incident due to negligence/substandard work/bad workmanship of the contractor, suitable penalty as deemed fit in the opinion of the engineer will be imposed and recovered from dues payable to the contractor. The decision of the Engineer in this regard is final and will be bounding on the contractor.

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

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

13.0 Monthly Progress Report

13.1 The contractor shall furnish to the Engineer In-charge of the work, or his successors/nominee (whose address will be advised in due course) during the first week of every calendar month, a

progress report showing progress of finalisation of design and drawings, material at site, the works carried out during the preceding month and Up-to- date progress of these items along with total quantum of design and drawings, materials and equipments and the work required for the contract.

- 13.2 The contractor shall maintain a daily progress register and the same should be signed by both the contractor's and the Railway Engineer's representative. The copy of the such progress report /register shall be submitted while submitting claims for payments. Separate DPR should be prepared for accountal of released materials.

14.0 Certification Of Work

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

15.0 Method Of Measurement

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

16.0 Completion of Work

- 16.1 The contractor shall complete the whole of the work in all respect on or before the date fixed in the contract or any authorized extension thereof. The Railway Administration is entitled to recover penalty as stipulated in the General Conditions of contract if the contractor is in default.

16.2 Maintenance Certificate

The Contract shall not be considered as completed until a Maintenance Certificate shall have been signed by the Engineer stating that the works have been completed and maintained to his satisfaction. The Maintenance Certificate shall be given by the Engineer upon the expiration of the period of maintenance or as soon thereafter as any works ordered during such period pursuant to Sub Clause (2) to Clause 48 of GCC these Conditions shall have been completed to the satisfaction of the Engineer, and full effect shall be given to this Clause notwithstanding the taking possession of or using the works or any part thereof by the Railway.

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

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

16.2.2 Unfulfilled Obligations: Notwithstanding the issue of the Maintenance Certificate the Contractor and (subject to para 16.2.1) the Railway shall remain liable for the fulfillment of any obligation incurred under the provision of the contract prior to the issue of the Maintenance Certificate which remains unperformed at the time such certificate is issued and for the purposes of determining the nature and extent of any such obligations, the contract shall be deemed to remain in force between the parties thereto.

16.3 Refund of security deposit

16.3.1 Security deposit shall be returned to the contractor after successful completion of guarantee period as certified by the competent authority. The competent authority shall normally be the authority, who is competent to sign the contract. If the competent authority is of the rank lower than JA grade, then a JA grade officer(concerned with the work) should issue the certificate. Security Deposit shall be refunded to the Contractor on production and surrender of the related receipt granted by the Purchaser, and on production of the "No Claim Certificate" given by the Contractor duly counter –signed by the Purchaser's Engineer.

16.3.2 The Security Deposit shall, however, be liable to be forfeited in case of any breach by the Contractor of any of the conditions of the contract or for non completion of the full contract without prejudice to other rights and remedies of the purchaser whether specifically provided for herein or other wise.

16.4 Settlement:

The necessary recovery/penalties if any due from the contractor shall be adjusted from payment due or through encashment of Security deposit/Performance bank guarantee.

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

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

18.0 Security of men, material & work

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

19.0 Drafting of vehicles

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

20.0 Indemnity

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

21.0 Guarantee/ Defect Liability

- 21.1 All the equipment & the installations erected by the contractor, irrespective of origin (imported or indigenous) shall be guaranteed for trouble free and satisfactory performance for a period of 18 months from the date of commissioning or 24 months from the date of its delivery whichever is earlier. The guarantee for spares should be coincident with the guarantee for erected equipment's
- 21.2 During the period of guarantee the Contractor shall keep available an experienced engineer and necessary equipment to attend to any defective installations resulting from defective erection and / or defects in the equipment supplied by the contractor. This engineer shall not attend to rectification of defects, which arise out of normal wear and tear and come within the purview of routine maintenance work. The Contractor shall bear the cost of all modifications, additions or substitutions that may be considered necessary due to faulty material, design or workmanship for the satisfactory working of the equipment. The final decision shall rest with the Electrical Engineer in-charge of work or his (their) successor(s)/nominee.
- 21.3 During the period of guarantee the Contractor shall be liable for the replacement at site of any parts which may be found defective in the equipment whether such equipment be of his own manufacture or those of his sub-contractors, whether arising from faulty design, material, workmanship or negligence in any manner on the part of the Contractor provided always that such defective parts or not repairable at site are promptly return to the contractor if so required by him at his (Contractor's) own expenses. In case of type defects in Contractor's equipment & components detected during the guarantee period, the Contractor should replace all such items irrespective of the fact that whether all such items have failed or not. The Contractor shall bear the cost of repairs carried out on his behalf by the Purchaser at site. In such a case, the Contractor shall be informed in advance of the works proposed to be carried out by the Purchaser.
- 21.4 If it becomes necessary for the Contractor to replace or renew any defective portions of the equipment under the para aforesaid then the provision of the said para shall also apply to the portions of the equipment so replaced or renewed until the expiration of six months from the date of such replacement or renewal or until the end of above mentioned period which ever is later. Such extension shall not apply in case of defects of a minor nature, the decision of the Engineer or his successor / nominee being final in the matter. If any defect be not remedied within a reasonable time during the aforesaid period, the Purchaser may proceed to do the work at the Contractor's risk and expense, but without prejudice to any other rights and remedies which the Purchaser may have against the Contractor in respect of such defects or faults.
- 21.5 The repaired or renewed parts shall be delivered and erected on site free of charge to the Purchaser.
- 21.6 Any material, fittings, components or equipments supplied shall also be covered by the provision of this paragraph. The liability of the contractor under the guarantee will be limited to re-supply of equipments, components and fittings. Such re-supply shall be effected at the contractor's depot or, in the event of closure of the depot, at the store depot or the Engineer in charge of maintenance of overhead equipment of the section covered by the contract.

- 21.7 In the case of materials, components, fittings and equipment supplied by the purchaser, no liability will rest on the contractor for failure on account of defective materials or workmanship and for any consequential damages. Such defective materials, if not yet erected on line, will be returned to by the contractor to the purchaser and such quantities will be considered for the purpose of final reconciliation over and above.
- 21.8 No tools & plants shall be supplied by railways.
- 21.9 The Contractor shall receive calls for any and all problems experienced in the operation of the systems, attend to these within 12 hours of receiving the complaints and shall take steps to immediately correct any deficiencies that may exist.
- 21.10 The Equipment supplied shall provide satisfactory services as per scope of work. In case, the system malfunctions or does not perform to the required standards as specified in scope, the penalty/recovery for exceeding the prescribed/offered limit as deem fit in the opinion of the engineer in-charge of work, the same shall be recovered from the contractor from the payment due or through encashment of Bank Guarantee available in hand.

22.0 Other documents

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

23.0 Test Certificates

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

24.0 Tools and Spare Parts

- 24.1 All tools, tackle and M&P required for erection and assembly of the equipments and installation covered by the contract shall be arranged by the contractor himself including consumable material required for successful commissioning.
- 24.2 The contractor shall maintain a daily progress register and the same should be signed by both the contractors and Railways representative.

25.0 Safety Measures

- 25.1 The contractor shall take all precautionary measures and conform to IE rules & regulations of "occupational safety and health hazards" and that of Railway's safety in force for the time being in order to ensure the protection of his own and Railway personnel moving about or working on the Railway premises.
- 25.2 The Purchaser shall remain indemnified by the contractor in the event of any accident occurring in the normal course of work arising out of the failure of Contractor or his men to exercise reasonable precaution at all places of work whether or not, the purchaser decides to safety measures at any particular site of work.
- 25.3 The contractor shall remain fully responsible for ensuring safety and in case of any accident, shall bear cost of all damages to this equipment and men and also damages to Railway and its passengers. Engineer in- charge may impose any other condition necessary for a particular work on site.
- 25.4 Instruction issued vide Joint Procedure order No.T5/18/29/O/(policy) Vol.III dated 13.03.2018 along with all amendments/corrigendum/correction slip etc regarding safety at work sites should be followed in totality while carrying out this work. Any violation will result in imposition of penalty as deemed fit by Railways

26.0 Safety Aspect during power Block

- 26.1. It shall be the responsibility of the contractor to ensure the safety of his materials, tools and tackles during working. He should also remove all men, material, tools, tackles and ladders from OHE /Track/PSI installations and return the "Permit to Work" to the authorized Railway representative within the permitted period. He shall not be allowed any extra time than permitted power block.
- 26.2 The contractor should engage as far as possible with supervisors and artisans, persons who had acquainted with the OHE and/or PSI construction & maintenance of work in the interest of quality of works, safety and progress.
- 26.3 Before commencing the work, the contractor should submit the list of man power, machine & Tools which will be employed for the work. Contractor is required to submit certificate for tools & equipment before commencement of work.
- 26.4 The contractor should ensure all safety precautions while working on line and staff should wear fluorescent jacket.

27.0 Arbitration:

(Clause 63 & 64 of GCC 2022 including ACS No.10).

(a). In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question, dispute or difference on any account or as to the withholding by the Railway of any certificate to which the Contractor may claim to be entitled to, or if the Railway fails to make a decision within 120 days, then and in any such case, but except in any of the "excepted matters" referred to in Clause 63.1 of GCC, the Contractor, after 120 days but within 180 days of his presenting his final claim on disputed matters shall demand in writing that the dispute or difference be referred to arbitration.

(b) Arbitration as a method of dispute resolution should not be routinely or automatically included in procurement contacts/tenders, especially in large contracts.

(c) As a norm, arbitration as a method of dispute resolution may be restricted to disputes with a value less than Rs. 10 crore. This figure is with reference to the value of the dispute (not the value of the contract, which may be much higher).

Other conditions are as per GCC latest**28.0 Instructions for Submitting the Tenders as Joint Venture Firms :**

As per GCC.

29.0 Care in Submission of Tenders:

- 29.1 Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all inclusive to accord with the provisions in clause-37 of the Standard General Conditions of Contract for the completion of works to the entire satisfaction of the Engineer.
- 29.2 Tenderers will examine the various provisions 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 state's 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.

- 29.3 The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to Railway immediately after award of the contract, without which no payment shall be released to the contractor. The contractor shall be responsible for deposition of GST to the concerned authority.
- 29.4 In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, the railway shall deduct the applicable GST from his/their bills under reverse charge mechanism(RCM) and deposit the same to the concerned authority.
- 29.5 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:
- i). Wrong/incorrect invoices issued by Contractor ;
 - ii). No-filing of GST returns;
 - iii). Non-payment of GST collected from Indian Railways to the authorities;
 - iv). 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.

- 29.6 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.
- 29.7 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.

30.0 Letter of Credit as mode of payment:

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

- 30.1 For all the tenders having advertised cost of Rs.10 lakh or above, the contractor shall have the option to take payment from Railways through a letter of credit(LC) arrangement.
- 30.2 This option of taking payment through LC arrangement has to be exercised in IREPS by the tenderer at the time of bidding itself and the tenderer shall affirm having read over and agreed to the terms and conditions of LC option.
- 30.3 The option so exercised shall be an integral part of bidders offer.

- 30.4 The above option of taking payment through LC arrangement once exercised by the tenderer at the time of bidding shall be final and no change shall be permitted thereafter during execution of contract.
- 30.5 In case the tenderer opts for payment through LC following shall be the procedure to deal release of payment through LC
- 30.6 The LC shall be sight LC
- 30.7 The contractor shall select his advising/negotiating bank for LC. The incidental cost towards issue of LC and its operation thereof shall be borne by the contractor.
- 30.8 SBI, New Delhi main branch will be the nodal branch for issue of LCs based on online requests received from Railway Accounts units for tenders opened in financial year 2018-19. SBI branches where the respective Railway accounts office has its accounts will be the issuance/reimbursing branch for LC issued under this arrangement. The bank shall remain same for this tender till completion of contract. The incidental cost @ 0.15% per annum of LC value towards issue of LC and operation thereof shall be borne by the contractor and shall be recovered from his bills.
- 30.9 The LC shall be opened initially for duration of 180 to 365 days in consultation with contractor. The LC shall be extended time to time as per the progress of the contract on the request of the contractor. The value of LC to be opened initially as well as extended there after shall be finalized by the engineer in consultation with the contractor on the basis of expected progress of work.
- 30.10 The LC terms and conditions shall inter-alia indemnify and save harmless the Railway from and against all losses, claims and demands of every nature and description brought or recovered against the Railways by reason of any act or omission of the contractor, his agents or employees in relation to the LC. All sums payable/borne by Railways on this account shall be considered as reasonable compensation and paid by contractor.
- 30.11 The LC terms and conditions shall inter-alia provide that Railways will issue a document of authorization after passing the bill for completed work to enable contractor to claim the authorized amount from their bank.
- 30.12 The acceptable agreed upon documents for payments to be released under the LC shall be the document of authorization.
- 30.13 The document of authorization shall be issued by Railway accounts office against each bill passed by Railways.
- 30.14 On issuance of document of authorization, a copy of documents of authorization shall be posted on IREPS for download by the contractor. A digitally signed copy of document of authorization shall also be sent by Railway accounts office to Railway's Bank(Local SBI Branch).
- 30.15 The contractor shall take printout of the document of authorization available on IREPS and present his claim to his bank(advising bank) for necessary payments as per LC terms and conditions. The claim shall comprise of copy of document of authorization, bill of exchange and bill.
- 30.16 The payment against LC shall be subject to verification from Railway's Bank(Local SBI branch).
- 30.17 The contractor's bank(advising bank) shall submit the documents to the Railway's Bank.
- 30.18 The Railway's bank(issuing bank) shall after verifying the claim so received w.r.t the digitally signed document of authorization received from Railway accounts office, release the payment to contractor's bank(advising bank) for crediting the same to contractor's account.
- 30.19 Any number of bills can be dealt within one LC provided the sum total of payments to contractor is within the amount for which LC has been opened.
- 30.20 The LC shall be closed after the release of final payment including PVC amount if any to the contractor.
- 30.21 The release of performance guarantee or security deposit shall be dealt directly by Railway with the contractor i.e not through LC.

31.0 Updation of Labour Data on Railway's Shramikkalyan Portal:

(RB letter No.2018/CE-I/CT/4 dated 17.10.2018).

Contractor is to abide by the provisions of various labour laws in terms of above clause 54, 55, 55-A and 55-B of Indian Railways Standard General Conditions 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 in Portal shall be done as under:

- 31.1a. Contractor shall apply for onetime registration of his company/firm etc in the Shramikkalyan portal with requisite details subsequent to issue of letter of acceptance. Engineer shall approve contractor's registration on the portal within seven days of receipt of such request.
- 31.1b. 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.
- 31.1c. The contractor once registered on the portal shall provide details of his letter of acceptance(LOA)/Contract agreements on Shramikkalyan portal within 15 days of issue of any LOA for approval of concerned Engineer. Engineer shall update(If required) and approve details of LOA filled by contractor within 7 days of receipt of such request.
- 31.1d. After approval of LOA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on Shramikkalyan portal monthly basis.
- 31.1e. It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payment made thereof after each wage period.
- 31.1 While processing payment of any 'On account Bill' or final bill or release of advances or performance of guarantee/security deposit, contractor shall submit a certificate to the Engineer or Engineer's representative that 'I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railways Shramikkalyan portal at www.shramikkalyan.indianrailways.gov.in. till ---- month ----- year.

32.0 Penalty for damages to cables:-

(RB letter No. 2024/CE-I/CAO(C)Workshop/Part-2 dated 03.06.2024)

- 32.1 In suburban section between Churchgate and Virar, large number of signaling, telecommunication and electrical underground cables exists near the track
- 32.2 The contractor should take sufficient care and make necessary arrangement for protection of the Signaling, telecommunication and electrical cables during foundation work, unloading of structures and other works.

- 32.3 In case of damages to cables due to careless working of the contractor, Penalty at the following rate will be imposed.

SN	Type of cable damaged	Penalty per location
1	Only Quad cable or Signaling cable	Rs.1.0 Lakh
2	Only OFC	Rs.1.25 Lakh
3	Both OFC & Quad	Rs.1.5 Lakh
4	Electrical Cable	Rs.1.0 Lakh

- 32.4 For each cable cut, joint report at the level of supervisor should be prepared on the same day and it should become the basis for levying penalty and fixing responsibility.
- 32.5 Based on the joint report, the executive in charge of the work should act and decide on the cable cut case within 15 days
- 32.6 If the penalty is imposed, the contractor can appeal to ADRM within one month of receipt of notice imposing the penalty. Decision of ADRM will be final and binding on the contractor.

PRICE & PAYMENTS**1.0 Price**

Prices quoted by the contractor should be firm commercially and inclusive of all taxes, duties leviable including GST/works contract tax etc if any.

Successful tenderer shall produce documentary evidence of taxes/ duties paid by him to the State Government/Central Government while claiming the payment. This is necessary to ensure whether the contractor has already paid dues to the Government.

2.0 The quote

The tenderer should quote their offer both in figures and words in **% above or % below** the schedule. No individual rates to be quoted by the tenderer. The prices should be commercially firm and without any ambiguity. Such incomplete offers shall summarily be rejected.

The quoted percentage will be applicable to each item and rate of tender schedule for deciding the amount to be paid to the Contractor. In case, there is variation in quantity while executing the work, the quoted percentage will be applicable for payment of varied quantity of the item.

3.0 Price variation

As per GCC and RB guidelines applicable on the date of publication of tender notice in IREPS

4.0 Method of payment

4.1 The progressive work shall be certified progressively for supply installation, testing commissioning **for each unit of work as specified in schedule of work** to release on account payment demanded by the contractor if any.

4.2 No claims for payment shall be admitted if any of the 5 documents as listed in Para 15.3 of SCC is/are not submitted by the contractor.

5.0 Terms of Payment

The following payment terms shall be applicable subject to certification of work to the satisfaction of the Engineer:-

- (a) Payment will be made in running bills
- (b) 90% payment of completed quantity will be made in each running bill.
- (c) Balance 10% of payment will be made after completion of entire work.

6.0 Quantity Variation

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

6.1	Unless otherwise specified in the special conditions of the contract, the accepted variation in quantity of each individual item of the contract would be upto 25% of the quantity originally contracted, except in case of foundation work.
6.2	The contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever upto the limit of 25% variation in quantity of individual item of works.
6.3	Individual NS items in contracts shall be operated with variation of plus or minus 25% and payment would have made as per the agreement rate. For this no finance concurrence would be required.
6.4	For the tenders accepted at the zonal Railways level, the variation in quantities will be approved by the authority in whose current tender acceptance powers, the revised value of the agreement lies.

6.5	In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, the same shall be got executed by floating a fresh tender. If floating a fresh tender for operating that item is considered not practicable, quantity of that item may be operated in excess of 125% of the agreement quantity (100% i.e., the original quantity + 25% i.e., quantity over and above the original quantity) subject to the following conditions:
6.5(i)	Since there is an in-built rate reduction Clause of 2% & 4% for variation between 125% & 140% & between 140% and 150% respectively on the accepted rates it will only require the prior approval of the tender accepting authority(TAA) who is an officer not below the rank of JAG without finance concurrence subject to other conditions mentioned in GCC April 2022 latest.
6.5(ii)	However, a Supplementary Agreement/Addendum to original Agreement should be drawn subsequent to sanction of the variation by an officer not below the rank of JAG, which needs to be vetted by Associate Finance.
6.5(iii)	Quantities operated in excess of 125% but up to 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender.
6.5(iv)	Quantities operated in excess of 140% but up to 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender.
6.6	Variation in quantities of individual items beyond 150% will be prohibited and would be permitted only in exceptional unavoidable circumstances with the concurrence of Associate Finance and shall be paid at 96% of the rate awarded for that item in that particular tender.
6.7	The variation in quantities as per the above formula will apply only to the individual items of the contract and not on the overall contract value.
6.8	Execution of quantities beyond 150% of the overall agreement value should not be permitted and, if found necessary, should be only through fresh tenders or by negotiating with the existing contractor, with PFA's concurrence and personal sanction of General Manager.
6.9	<p>The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1% of the total original agreement value.</p> <p>(i) Quantities operated upto and including 100% of the agreement quantity of the concerned minor value item, shall be paid at the rate awarded for that item in that particular tender;</p> <p>(ii) Quantities operated in excess of 100% but upto 200% of the agreement quantity of the concerned minor value item, shall be paid at 98% of the rate awarded for that item in that particular tender;</p> <p>(iii) Variation in quantities of individual minor value item beyond 200% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.</p>
6.10	In case of earthwork, the variation limit of 25% shall apply to the gross quantity of earthwork and variation in the quantities of individual classifications of soil shall not be subject to this limit.
6.11	In case of foundation work, no variation limit shall apply and the work shall be carried out by the Contractor on agreed rates irrespective of any variation.
6.12	As far as SOR items are concerned, the limit of 25% would apply to the value of SOR schedule as a whole and not on individual SOR items. However, in case of NS items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).
6.13	For tenders accepted by Board Members and Railway Ministers, variations up to 110% of the original agreement value may be accepted by General Manager.

6.14	The aspect of vitiation if any, shall be governed as per Railway Board's transformation Cell Letter No.2017/Trans/01/policy dated 08.02.2018.												
6.15	In zonal contracts, the variation in the contract should not exceed 25% of the contract value.												
6.16	Overall agreement value, arrived by adding the positive variation and subtracting the negative variation from the accepted value of the contract, shall be taken for deciding the competency of sanction (Authority RB letter No.2017/Trans/01/policy dated 27.03.2018)												
6.17	The estimate provision/preparation of revised estimate shall be ensured. The extant rules for excess over estimate if any due to escalation/other than escalation shall be followed.												
6.18	<p>In case of Decrease in quantities specified in the contract:</p> <table border="1"> <tr> <td>1(a).</td><td>The contract signing authority can decrease the items up to 25% of individual items without finance concurrence.</td></tr> <tr> <td>1(b).</td><td>For decrease beyond 25% for individual items or 25% of contract agreement value, the approval of an officer not less than rank of SA Grade may be taken, after obtaining 'No Claim Certificate' from the contractor and with finance concurrence, giving detailed reasons for each such decrease in the quantities.</td></tr> <tr> <td>1(c)</td><td>It should be certified that the quantities proposed to be reduced will not be required in the same work at a later stage.</td></tr> <tr> <td>2.</td><td>The aspect of vitiation if any, shall be governed as per Railway Board's transformation Cell Letter No.2017/Trans/01/policy dated 08.02.2018.</td></tr> <tr> <td>3.</td><td>The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1% of the total original agreement value.</td></tr> <tr> <td>4.</td><td>No such quantity variation limit shall apply for foundation items.</td></tr> </table>	1(a).	The contract signing authority can decrease the items up to 25% of individual items without finance concurrence.	1(b).	For decrease beyond 25% for individual items or 25% of contract agreement value, the approval of an officer not less than rank of SA Grade may be taken, after obtaining 'No Claim Certificate' from the contractor and with finance concurrence, giving detailed reasons for each such decrease in the quantities.	1(c)	It should be certified that the quantities proposed to be reduced will not be required in the same work at a later stage.	2.	The aspect of vitiation if any, shall be governed as per Railway Board's transformation Cell Letter No.2017/Trans/01/policy dated 08.02.2018.	3.	The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1% of the total original agreement value.	4.	No such quantity variation limit shall apply for foundation items.
1(a).	The contract signing authority can decrease the items up to 25% of individual items without finance concurrence.												
1(b).	For decrease beyond 25% for individual items or 25% of contract agreement value, the approval of an officer not less than rank of SA Grade may be taken, after obtaining 'No Claim Certificate' from the contractor and with finance concurrence, giving detailed reasons for each such decrease in the quantities.												
1(c)	It should be certified that the quantities proposed to be reduced will not be required in the same work at a later stage.												
2.	The aspect of vitiation if any, shall be governed as per Railway Board's transformation Cell Letter No.2017/Trans/01/policy dated 08.02.2018.												
3.	The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1% of the total original agreement value.												
4.	No such quantity variation limit shall apply for foundation items.												
6.19	<p>Introduction of new non schedule items:- As per item No.8 of model SOP part A, SG/JAG/SS(independent charge) has complete power to sanction NS item upto Rs. 5 lakhs or 10% of the original value of the contract whichever is less, without finance concurrence and beyond that with finance concurrence:</p> <table border="1"> <tr> <td>1.</td><td>It should be ensured that the rates sanctioned for such non-schedule items are comparable with to the rates for similar works executed in the area.</td></tr> <tr> <td>2.</td><td>Rates should be derived from last accepted rates of SOR/NS items of similar conditions and where new items cannot be derived from such SOR/NS items, market rates should be taken. Rates of such NS items accepted without finance concurrence cannot be quoted as last accepted rate(LAR) for justifying similar rates in future tenders.</td></tr> <tr> <td>3.</td><td>The variation shall be governed as per notes in item no.9 of model SOP 2018 part A</td></tr> </table>	1.	It should be ensured that the rates sanctioned for such non-schedule items are comparable with to the rates for similar works executed in the area.	2.	Rates should be derived from last accepted rates of SOR/NS items of similar conditions and where new items cannot be derived from such SOR/NS items, market rates should be taken. Rates of such NS items accepted without finance concurrence cannot be quoted as last accepted rate(LAR) for justifying similar rates in future tenders.	3.	The variation shall be governed as per notes in item no.9 of model SOP 2018 part A						
1.	It should be ensured that the rates sanctioned for such non-schedule items are comparable with to the rates for similar works executed in the area.												
2.	Rates should be derived from last accepted rates of SOR/NS items of similar conditions and where new items cannot be derived from such SOR/NS items, market rates should be taken. Rates of such NS items accepted without finance concurrence cannot be quoted as last accepted rate(LAR) for justifying similar rates in future tenders.												
3.	The variation shall be governed as per notes in item no.9 of model SOP 2018 part A												
6.20	<p>Vetting of Corrigendum/addendum in cases of variations of a works contract is not required when all following conditions are being satisfied:</p> <p>(i) Value of new items (SOR or NS) is less than Rs.5 lakh, (ii) Percentage change in overall contract value is less than 10%. and (iii) Percentage change in all individual NS items is less than 25% (for minor items 100%)</p>												

7.0 Duties, Taxes, Royalty etc.

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

8.0 Final Settlement:

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

SCHEDULE OF QUANTITIES AND RATES

Name of work :- Dismantling of redundant OHE structure foundation, Casting of cement concrete muff on OHE structure foundations & cleaning and painting of OHE structure foundation in Churchgate-Virar Section.

Schedule A

SN	Description	Qty	Unit	Rate in Rs	Total in Rs
1	Dismantling of redundant OHE structure foundations as per explanatory notes and technical specifications.	799.83	Cum	2472	1977179.76
	TOTAL SCHEDULE A				1977179.76

Schedule B

SN	Description	Qty	Unit	Rate in Rs	Total in Rs
1	Casting of cement concrete Muff on OHE structure foundations as per explanatory notes and technical specifications.	125.95	Cum	4468	562744.6
2	Cleaning and removing of grass/bushes vegetation around OHE masts and painting of foundations with white cement as per explanatory notes and technical specifications.	7122	Nos	195	1388790
3	Marking of rail level and implantation on OHE structures as per explanatory notes and technical specifications.	4200	Nos	189	793800
	TOTAL SCHEDULE B				2745334.6
	TOTAL (SCHEDULE A AND SCHEDULE B)			4722514.36	

Note:

- 1) The tenderer shall quote percentage the above/at par or below of the schedule
- 2) Items details shall be read in conjunction with explanatory note of schedule of tender for respective items.
- 3) Tenderers are advised not to quote individual item wise rates.
- 4) Supply & Erection rate shall cover the entire cost of incidental transport lead & lift
- 5) Rates should be inclusive of all taxes, levies and duties.

The quantities shown in above Schedule are approximate and are as a guide to give the tenderer(s) an idea of quantum of work involved. The Railway reserves the right to increase/ decrease and/or delete or include any of the quantities given above and no extra rate will be allowed on this account.

I/We undertake to do the work at _____ % above/below the Schedule of Rates of the _____ Railway as applicable to _____ Division or at the rates quoted above for each item.

Dated _____

Signature of the Tenderer(s)

EXPLANATORY NOTES FOR SCHEDULE OF QUANTITY AND RATES.

Explanatory notes forms two sections as Section 1 – General and Section 2- Description of items in SOR
SECTION – 1 : GENERAL

SCOPE - Explanatory notes for various Items of work included in the Schedule of Quantity and Rates .

1. Items details in the Schedule of Quantity and rates shall be read in conjunction with explanatory note of schedule of tender for respective items.
2. All items of provision mentioned in SOR covers Design, Manufacture, Supply of materials, Erection, Testing and commissioning as required including small parts such as bolts, nuts, lock nuts, washers etc.
3. The tenderer shall quote the offer in percentage above/below the schedule for rates both in figures and words.
4. The quoted percentage will be applicable to each item and rate of tender schedule for deciding the amount to be paid to the Contractor.
5. The prices shall be commercially firm and without any ambiguity.
6. Basic Quantities and component of material required making up a unit of work for items mentioned in the explanatory notes are indicated for guidance purpose only. It is the sole responsibility of the contractor to supply the system as per design and therefore he shall work out the exact quantities of component required for completing the work and satisfactory operation of the system.
7. In case of any deviations from the specification proposed by the tenderer to improve the performance utility and efficiency of the equipment will be given due consideration provided full particulars of the deviation with justification are furnished along with offer. In such case tenderer shall quote according to this specifications and the deviations if any proposed by him shall be quoted as an alternative/alternatives offer. In this case also tenderer shall quote in SOR as enclosed along with tender.
8. All the equipment and materials to be supplied by the Contractor against various schedule items should confirm to latest RDSO's / CORE's/I.S. specification and drawings. Material should be procured from sources approved by RDSO/CORE. Where such list is not available decision of the Railway's engineer in-charge is final.
9. Contractor should note that all specifications as per the latest amendments to RDSO's/CORE/IS and other relevant standard specifications shall be applicable unless specified otherwise.
10. The Contractor shall arrange all necessary tools, equipments, instruments, spares and other facilities for execution liason, checks and tests and commissioning as specified and decided by The engineer in-charge.
11. Testing and Commissioning: The successful tenderer shall demonstrate various efficiency and other related parameters as specified in the specification but not limited to during testing and commissioning validated with calculations and / or software as desired by the representative of the Electrical Engineer..
12. The information asked to be furnished shall be complete in all manner. If there is any entry like 'shall be furnished later' or blanks are left against any item, the tender is not likely to be considered.

SECTION -2 : Description of items in Schedule of Quantity and Rates.

Schedule A and B Item No.1	<p><u>Dismantling of redundant OHE structure foundations:-</u></p> <p>The price shall include</p> <table border="1" data-bbox="378 323 1380 1528"> <tr> <td data-bbox="378 323 467 422">i).</td><td data-bbox="467 323 1380 422">Dismantling of redundant OHE foundations in Churchgate-Virar Suburban Section.</td></tr> <tr> <td data-bbox="378 422 467 520">ii).</td><td data-bbox="467 422 1380 520">The foundations shall be dismantled upto a minimum depth of 400 mm from bottom of sleeper.</td></tr> <tr> <td data-bbox="378 520 467 684">iii).</td><td data-bbox="467 520 1380 684">OHE structure parts if any found in the foundation also may be dismantled and handed over to Railways at BCT or other nominated place in CCG-VR section. This include loading from site and unloading at suitable location. Truck/BFR will be arranged by Railways.</td></tr> <tr> <td data-bbox="378 684 467 909">iv).</td><td data-bbox="467 684 1380 909">The released materials including old OHE structure pieces should be removed from site or stacked at safe location on the same day to avoid infringement to train movement. The contractor will be responsible if sufficient clearances are not maintained and have to face the cost of damages as well as face prosecution if any injury or loss of life is involved.</td></tr> <tr> <td data-bbox="378 909 467 1104">v).</td><td data-bbox="467 909 1380 1104">Backfilling of pit formed after dismantling of foundation and compacting the same to the required height as instructed by the site engineer to ensure safety of railway track. Back filling of the pit should be carried out immediately after dismantling of the foundation as it is near the running track.</td></tr> <tr> <td data-bbox="378 1104 467 1203">vi).</td><td data-bbox="467 1104 1380 1203">The dismantled materials also should not obstruct the drainages, pathways, platforms etc.</td></tr> <tr> <td data-bbox="378 1203 467 1331">vii).</td><td data-bbox="467 1203 1380 1331">The tenderer may note that location for dismantling are scattered and is near the Railway track. Locations will be advised to the successful tenderer.</td></tr> <tr> <td data-bbox="378 1331 467 1430">viii).</td><td data-bbox="467 1331 1380 1430">Tools and plants required for the work including Electric supply/generator etc to be arranged by the successful tenderer</td></tr> <tr> <td data-bbox="378 1430 467 1528">ix).</td><td data-bbox="467 1430 1380 1528">As the work is to be carried out near running tracks, the successful tenderer should take all safety precautions.</td></tr> </table>	i).	Dismantling of redundant OHE foundations in Churchgate-Virar Suburban Section.	ii).	The foundations shall be dismantled upto a minimum depth of 400 mm from bottom of sleeper.	iii).	OHE structure parts if any found in the foundation also may be dismantled and handed over to Railways at BCT or other nominated place in CCG-VR section. This include loading from site and unloading at suitable location. Truck/BFR will be arranged by Railways.	iv).	The released materials including old OHE structure pieces should be removed from site or stacked at safe location on the same day to avoid infringement to train movement. The contractor will be responsible if sufficient clearances are not maintained and have to face the cost of damages as well as face prosecution if any injury or loss of life is involved.	v).	Backfilling of pit formed after dismantling of foundation and compacting the same to the required height as instructed by the site engineer to ensure safety of railway track. Back filling of the pit should be carried out immediately after dismantling of the foundation as it is near the running track.	vi).	The dismantled materials also should not obstruct the drainages, pathways, platforms etc.	vii).	The tenderer may note that location for dismantling are scattered and is near the Railway track. Locations will be advised to the successful tenderer.	viii).	Tools and plants required for the work including Electric supply/generator etc to be arranged by the successful tenderer	ix).	As the work is to be carried out near running tracks, the successful tenderer should take all safety precautions.
i).	Dismantling of redundant OHE foundations in Churchgate-Virar Suburban Section.																		
ii).	The foundations shall be dismantled upto a minimum depth of 400 mm from bottom of sleeper.																		
iii).	OHE structure parts if any found in the foundation also may be dismantled and handed over to Railways at BCT or other nominated place in CCG-VR section. This include loading from site and unloading at suitable location. Truck/BFR will be arranged by Railways.																		
iv).	The released materials including old OHE structure pieces should be removed from site or stacked at safe location on the same day to avoid infringement to train movement. The contractor will be responsible if sufficient clearances are not maintained and have to face the cost of damages as well as face prosecution if any injury or loss of life is involved.																		
v).	Backfilling of pit formed after dismantling of foundation and compacting the same to the required height as instructed by the site engineer to ensure safety of railway track. Back filling of the pit should be carried out immediately after dismantling of the foundation as it is near the running track.																		
vi).	The dismantled materials also should not obstruct the drainages, pathways, platforms etc.																		
vii).	The tenderer may note that location for dismantling are scattered and is near the Railway track. Locations will be advised to the successful tenderer.																		
viii).	Tools and plants required for the work including Electric supply/generator etc to be arranged by the successful tenderer																		
ix).	As the work is to be carried out near running tracks, the successful tenderer should take all safety precautions.																		

Schedule B Item No.1	<u>Casting of cement concrete Muff on OHE structure foundations:-</u>	
	The price shall include	
	i).	Breaking and removing old cracked muffing without any damage to OHE structures and foundation bolts.
	ii).	Inspection of foundation bolt and base of OHE structure.
	iii).	Scratching and removal of rust and scale deposit on mast by hard metal brush upto 1 meter from foundation level(Galvanization of GI structures should not be damaged)
	iv).	Providing 2 coats of red oxide paint up to 1 meter from foundation level.
	v).	Providing black Japan paint up to 1 meter from foundation level.
	vi).	Provision of cement concrete muffing of grade M-15 as per drawing No.ETI/C/0007/68 (latest) for standard OHE structures(B - series, K- series, N portal, O portal, R portal etc) & as per drawing No.OE/90/4640 for other type of structures used in suburban section.
	vii).	The price shall cover the cost of all materials e.g. cement, dried sand, coarse aggregate, arrangement of water and temporary arrangements such as shuttering etc., including transportation (to and fro) of all materials, tools and plants etc., to each of the locations where muff for OHE structures to be provided and handling of materials at site.
	viii).	The work shall be executed strictly in accordance with IS 456(Latest). Concrete for muff for OHE structure shall be normal mix of grade M-15 obtained by mixing cement, coarse aggregate, dried sand and water in accordance with proportions given vide table 9 of IS 456. Curing to be done in accordance with IS 456.
	ix).	Payable volume for muff of different type of structures will be as per approved drawing or as per actual dimensions of muff.
	<u>Following points need specific attention.</u>	
	a).	Ordinary Portland cement of 53 Grade as per IS 12269 only shall be used. Cement not more than ten weeks old from the date of manufacture shall only be used. Cement from reputed manufacturers like ACC, Ambuja, Ultratech or Birla only to be used.
	b).	Sample (sample shall be collected as per IS 1199) shall be got tested from Government approved laboratory in accordance with IS 516. Expenses for testing will be covered by the contractor.
	c).	Water used for mixing and curing shall be clean and free from injurious amount of oils, acids, alkalis, salts, sugar, organic materials or other substances that may be deleterious to concrete. Potable water is generally considered satisfactory for mixing concrete and curing.
	d).	Suitable slope shall be given on the top of the muffing to avoid accumulation of water.
	e).	Muffing shall be carried out only after the base of OHE structures are inspected by Railway Engineers.
	f).	Debris accumulated on account of removal of old muffing shall be removed out from the Railway premises.

Sched ule B Item No.2	<p><u>Cleaning and removing of grass/bushes vegetation around OHE masts and painting of foundations with white cement:-</u></p> <table border="1"> <tr> <td>i).</td><td>Cleaning of OHE structure foundation and its surroundings by removing grass, vegetation etc.</td></tr> <tr> <td>ii).</td><td>Painting of OHE structure foundation with two coats of white cement as per IS 8042 or latest. There should be a gap of minimum 24 hours between 1st coat and 2nd coat. Cement not more than ten weeks old from the date of manufacture shall be used. Cement from reputed manufacturers like Birla or JK Lakshmi or JSW only to be used. For other make of cement, prior approval of Railways is required.</td></tr> <tr> <td>iii).</td><td>All the material required for this work including white cement, brush & cleaning material to be arranged by the tenderer.</td></tr> <tr> <td>iv).</td><td>The work is to be carried out near running lines & therefore every precaution shall be taken by tenderer to protect their labour & materials.</td></tr> <tr> <td>v).</td><td>The locations are scattered between Churchgate and Virar.</td></tr> </table>	i).	Cleaning of OHE structure foundation and its surroundings by removing grass, vegetation etc.	ii).	Painting of OHE structure foundation with two coats of white cement as per IS 8042 or latest. There should be a gap of minimum 24 hours between 1 st coat and 2 nd coat. Cement not more than ten weeks old from the date of manufacture shall be used. Cement from reputed manufacturers like Birla or JK Lakshmi or JSW only to be used. For other make of cement, prior approval of Railways is required.	iii).	All the material required for this work including white cement, brush & cleaning material to be arranged by the tenderer.	iv).	The work is to be carried out near running lines & therefore every precaution shall be taken by tenderer to protect their labour & materials.	v).	The locations are scattered between Churchgate and Virar.
i).	Cleaning of OHE structure foundation and its surroundings by removing grass, vegetation etc.										
ii).	Painting of OHE structure foundation with two coats of white cement as per IS 8042 or latest. There should be a gap of minimum 24 hours between 1 st coat and 2 nd coat. Cement not more than ten weeks old from the date of manufacture shall be used. Cement from reputed manufacturers like Birla or JK Lakshmi or JSW only to be used. For other make of cement, prior approval of Railways is required.										
iii).	All the material required for this work including white cement, brush & cleaning material to be arranged by the tenderer.										
iv).	The work is to be carried out near running lines & therefore every precaution shall be taken by tenderer to protect their labour & materials.										
v).	The locations are scattered between Churchgate and Virar.										
Sched ule B Item No.3	<p><u>Marking of rail level and implantation on OHE structures:-</u></p> <p>The price shall include marking of implantation of OHE structures at a height of 0.20 m to 0.40 m from rail level on the face of mast/structure. The marking may be carried out on Black letter in correct to the second decimal place font size - 25 mm, thickness of letter 5mm, times new roman font. The base of marking should be with yellow paint on the face of mast with 50 mm width. The marking should be done using stencil only.</p> <p>The price shall also include marking of rail level(ERL) on OHE structures on the face of mast/structure. The marking may be carried out on Black letter font size - 25 mm, thickness of letter 5mm, times new roman font. The base of marking should be with yellow paint on the face of mast with 50 mm width. The marking should be done using stencil only.</p> <p>General arrangement of marking should be as per "guideline for standardization of colour code scheme on OHE mast issued by Centre for advanced maintenance technology, (CAMTECH), Gwalior, however there will be slight changes as per type of structure.</p> <p>The locations are scattered between Churchgate and Virar.</p>										

Annexure-I**CERTIFICATE OF INFORMATION REGARDING EMPLOYMENT/PARTNERSHIP ETC OF RETIRED
RAILWAY EMPLOYEES WITH TENDERER****TABLE-A**

Sr.No.	Information Sought	Whether Yes or No
1	If any retired Railway Engineer/Gazetted Officer associated with the firm as detailed vide para 16(a) of April 2022.	

Note:-If the answer is 'Yes' above comply the condition as per para 16(a) of part 1 of GCC April 2022 as per table 'B' below. If the space is left blank in Table 'A' it will be presumed as 'No' by default.

TABLE-B

Sr.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 1 of GCC, April 2022

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

Signature of tenderer with Stamp

Annexure-II

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(Electrical Department) except the names mentioned herein under.

1).....

2).....

3).....

And so on

NOTE:- Name, Designation, Name of Office, Headquarter of the tenderer's relative in Western Railway(Electrical Department) to be mentioned by the tenderer/tenderers in 1,2,3 and so on

Signature of tenderer with stamp

Annexure-III**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. _____ DT. _____ 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. The said materials shall at all time be opened for inspection by any Officer authorized by the General Manager, Western Railway or his nominee.

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, alongwith 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 therefore 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 & on behalf of _____

M/s. _____

Name of Witness in

BLOCK LETTERS

ADDRESS:

Annexure-IV**REVISED MODEL FORM OF BANK GUARANTEE BOND**
GUARANTEE BOND

In consideration of the President of India (herein after called “ the Government”) having agreed to exempt _____ (hereinafter called “the said Contractor(s)” from the demand, under the terms and conditions of an Agreement dated _____ made between _____ and _____ for _____ (hereinafter called “ the said Agreement”), of security deposit for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of a bank Guarantee for Rs.____ (Rupees_____ only) we, _____

(indicate the name of bank)

(hereinafter referred to as “as the Bank”) at the request of _____ (contractor(s) do hereby undertake to pay to the Government an amount not exceeding Rs._____ against any loss or damage caused to or suffered 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 _____ do hereby undertake to pay the amounts due and payable

(indicate the name of bank)

under this guarantee without any demur, merely on a demand from the Government stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of 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 said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs._____.

3. We under-take to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suite or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

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

4. We, _____ further agree that the guarantee herein contained shall remain in full

(indicate the name of bank)

force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till _____ office / Department) Ministry of _____ certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this

guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ we shall be discharged from all liability under this guarantee thereafter.

5. We, _____ further agree with the government that the
(indicate the name of bank)

government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the 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 for any time or from time to time any of the powers exercisable by the Government against the said Contractor(s) and to forbear 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, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the Government or any indulgence by the government to the said Contractor(s) or any such 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 discharged due to the change in the constitution of the Bank or the Contractor(s)/ Supplier(s).

7. We, _____ lastly undertake not to revoke this guarantee during its
(indicate the name of bank)
currency except with the previous consent of the Government in writing.

Dated the _____ day of _____ 20
For _____
(indicate the name of bank)

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

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

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

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

SEAL AND SIGNATURE
OF THE TENDERER

Place:

Dated:

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

Annexure-V(A)

This certificate is to be given by attorney/authorised 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 Gov. of India from participation in tender on the date of submission of bids, either in individual capacity or as a HUF/member of partnership firm/LLP/JV/Society/Trust.
2).	I/We have read the clause regarding restriction on procurement from bidder of a country which shares a land border with India and certify that I am/We are not from such a country or, if from such a country, have been registered with the competent authority. I/We hereby certify that I/We fulfil all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed).

SEAL AND SIGNATURE
 OF THE CONSTITUENT FIRM/CONSTITUENT PARTNER

Place:
 Dated:

Annexure –VI(A)**(Bid Security)****I) Bank Guarantee Bond from any scheduled commercial bank of India***(On non-judicial stamp paper, which should be in the name of the Executing Bank).***Name of the Bank: -----**

President of India,

Acting through,

..... Railway,

Beneficiary: Railway

Date:.....

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

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

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

AND

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

1. KNOW ALL MEN that by these present that I/We the undersigned **[Insert name(s) of authorized representatives of the Bank]**, being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay to the Railway full amount in the sum of **[Insert required Value of Bid Security]** as above stated.
2. The Bank undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway on the Bank shall be final, conclusive and binding, absolute and unequivocal on the Bank notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Bidder or Bank.
3. The Bank shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the Bidder and without the Railway being required to show grounds or give reasons for its demand of the amount so demanded.
4. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.
5. The Bank agrees that no change, addition, modifications to the terms of the Bid document or to any documents, which have been or may be made between the Railway and the Bidder, will in any way absolve the Bank from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification made by Railway at any time.
6. This guarantee will remain valid and effective from.....**[insert date of issue]**till**[insert date, which should be minimum 90 days beyond the expiry of validity of Bid]**. Any demand in respect of this Guarantee should reach the Bank within the validity period of Bid Security.

7. The Bank Guarantee is unconditional and irrevocable.
8. The expressions Bank and Railway herein before used shall include their respective successors and assigns.
9. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the Railway. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.
10. The Bank hereby confirms that it is on the SFMS (Structured Financial Messaging System) and shall invariably send the advice of this Bank Guarantee to the following bank details –

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

11. The

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

Date

Place.....

.....

Bank's Seal and authorized signature(s)

[Name in Block letters]

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

[P/Attorney] No.

Witness:

1 Signature, Name & Address & Seal

2 Signature, Name& address & Seal

Bank's Seal

*[P/Attorney]*No.

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

Annexure –VI(B)

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

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

NAME OF BIDDER/JV PARTNER:

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

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

SEAL AND SIGNATURE OF THE BIDDER

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

(Signature of Chartered Accountant)

Name of CA:_____

Registration No: _____

(Seal)

END OF DOCUMENT