



**NORTHERN RAILWAY**

**ELECTRICAL/G DEPARTMENT**

**TENDER DOCUMENT**

**WEBSITE: [www.ireps.gov.in](http://www.ireps.gov.in)**

**E-TENDER NO.: 22\_SrDEE\_G\_MB\_2026**

**DUE ON**

**06.07.2026**

**FOR THE WORK OF**

**‘Electrical work for Upgradation of Earthing and other protection system of Electrical assets over Moradabad division.’**

**OFFICE OF  
SR. DIVISIONAL ELECTRICAL ENGINEER (G),  
DRM OFFICE, NORTHERN RAILWAY  
MORADABAD-244001, UP-INDIA  
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**DISCLAIMER**

The information contained in this tender document or subsequently provided to the Tenderers, whether verbally or in documentary form by or on behalf of the Northern Railway, their employees, is provided to the Tenderers on the terms and conditions set out in the tender document and all other terms and conditions subjected to which such information is provided.

The purpose of the tender document is to provide the Tenderers with information to assist in the formulation of their Proposal. The tender document does not purport to contain all the information for all the persons, and it is not possible for Northern Railway, their employees to consider the business/investment objectives, financial situation and particular needs of each tenderer who reads or uses this tender document. Each tenderer should conduct its own investigations, inspection and analysis, and should check the accuracy, reliability and completeness of the information in the tender document and wherever necessary obtain independent advice from appropriate sources. Northern Railway, their employees make no representation or warranty and shall incur no liability under any law, statute, rule or regulation as to the accuracy, reliability or completeness of the tender document.

**TOP SHEET**

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**A): DETAILS TO BE FILLED BY RAILWAY:**

Mode of Tender	e-Tendering(Single Packet)
Tender Notice No. & date	23-2026 dated:12.06.2026
Tender No.	22_SrDEE_G_MB_2026
Name of Work	Electrical work for Upgradation of Earthing and other protection system of Electrical assets over Moradabad division.
Approximate Cost of the Work	Rs. 40833648.61 (Including GST and all other taxes)
Completion Period	12 Months (Twelve Months)
Bid Security to be deposited	816700.00
Sale/availability of tender document on Rly. Website	Tender documents will be available on IREPS web site i.e.www.ireps.gov.in from 12.06.2026.
Validity of offers	60 Days
Last date and time of sale/ downloading of Tender Document.	06.07.2026 upto 15.00 hours.
Due date & time of submission of Tender Document.	06.07.2026 at 15.00 hrs. (Immediately after close of uploading of tender).
Office of Tender Inviting Authority	Office of Sr. DEE/G/MB, DRM Campus, Moradabad

**Note:-**If date of tender opening is declared as Holiday, the Tender will be opened at the same time on next working day.

**B): DETAILS TO BE FILLED IN BY TENDERER WHILE SUBMITTING THEIR OFFER.**

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

**NOTE:**

- (i) Special attention of tenderers is drawn to clause 14 of Tender form Second Sheet", as per which the tender must submit along with tender, the documents mentioned therein pertaining to constitution of firm / concern.
- (ii) Special attention of tenderers is drawn to clause 10 of Tender form Second Sheet", as per which they should submit the requisite documents along with tender pertaining to their Technical & Financial eligibility.

**PART-I****INSTRUCTIONS TO TENDERER (ITT)****1.0 Meaning of Terms**

**1.01 Applicability:** These Instructions and conditions of contract shall be applicable for all the tenders and Contracts of Railways for execution of 'Works' as defined in GFR 2017.

**1.02 Order of Precedence of Documents:** In a contract agreement, in case of any difference, contradiction, discrepancy, with regard to Conditions of tender/contract, Specifications, Drawings, Bill of quantities etc., forming part of the tender/contract, the following shall be the order of precedence:

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

**1.1 Interpretation:** These Instructions to Tenderers (ITT) shall be read in conjunction with the Standard General Conditions of Contract-2022 (path <http://www.indianrailways.gov.in/railwayboard> >> "About Indian Railways" >> "Railway Board directorates" >> "Civil Engineering" >> "2. IR General Conditions of Contracts" >> "IR General Conditions of Contract-2022") which are referred to herein and shall be subject to modifications additions or suppression by special conditions of contract and/or special specifications, if any, annexed to the Tender Forms.

**1.2 Definition:** In these Instructions to Tenderers (ITT) the following terms shall have the meanings assigned hereunder except where the context otherwise requires:

- a. "Railway" shall mean the President of the Republic of India or the Administrative Officers of the Railway or Successor Railway authorized to deal with any matters, which these presents are concerned on his behalf.
- b. "General Manager" shall mean the Officer-in-Charge of the general superintendence and control of the Zonal Railway/Production Units and shall also include Addl. General Manager, the General Manager (Construction) and shall mean and include their successors, of the Successor Railway.
- c. "Chief Engineer" shall mean the Officer in charge of the Engineering Department of Railway and shall also include the Chief Engineer (Construction), Chief Electrical Engineer, Chief Electrical Engineer(Construction), Chief Signal & Telecom Engineer, Chief Signal & Telecom Engineer (Construction), Chief Mechanical Engineer and shall mean and include their successors of the Successor Railway.
- d. "Divisional Railway Manager" shall mean the Officer in charge of division of the Zonal Railway and shall mean and include the Divisional Railway Manager of the Successor Railway.

- e. "Engineer" shall mean the Divisional Engineer or the Executive Engineer, Divisional Signal & Telecom Engineer, Divisional Electrical Engineer, Divisional Mechanical Engineer in executive charge of the works and shall include the superior officers of Open Line and Construction organizations on the Railway of the Engineering, Signal & Telecom, Mechanical and Electrical Departments, i.e. the Senior Divisional Engineer/Deputy Chief Engineer/Chief Engineer, Senior Divisional Signal & Telecom Engineer / Dy.Chief Signal & Telecom Engineer, Senior Divisional Electrical Engineer /Deputy Chief Electrical Engineer, Senior Divisional Mechanical Engineer and shall mean & include the Engineers of the Successors Railway.
- f. "Tenderer" shall mean the Person / the Firm /LLP/Trust/ Co-operative Society 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.
- g. "Contractor" shall mean the Person/Firm/LLP/Trust/Co-operative Society or Company whether incorporated or not who enters into the contract with the Railway and shall include their executors, administrators, successors and permitted assigns.
- h. "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.
- i. "Limited Tenders" shall mean tenders invited from all or some Contractors on the approved or select list of Contractors with the Railway.
- j. "Open Tenders" shall mean the tenders invited in open and public manner and with adequate notice.
- k. "Works" shall mean the works contemplated in the drawings and Bill(s) of Quantities set forth in the tender forms and required to be executed according to the specifications.
- l. "Specifications" shall mean the Specifications for Materials and Works of the Railway as specified under the authority of the Ministry of Railways or Chief Engineer or as amplified, added to or superseded by special Specifications if any, appended to the Tender Forms.
- m. ". Standard Schedule of Rates (SSOR) shall mean the schedule of Rates adopted by the Railway, which includes-
  - 1. "Unified Standard Schedule of Rates of the Railway (USSOR)" i.e. the Standard Schedule of Rates of the Railway issued under the authority of the Chief Engineer from time to time, updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents;
  - 2. "Delhi Schedule Of Rates (DSR)" i.e. the Standard Schedule of Rates published by Director General/ Central Public Works Department, Government of India, New Delhi, as adopted and modified by the Railway under the authority of the Chief Engineer from time to time, updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.
- n. "Drawings" shall mean the maps, drawings, plans and tracings or prints thereof annexed to the Tender Forms.
- o. 'Contractor's authorized Engineer' shall mean a graduate Engineer having more than 3 years' experience in the relevant field of construction work involved in the contract, duly approved by the Engineer.
- p. Date of inviting tender shall be the date of publishing tender notice on IREPS website if tender is published on website or the date of publication in newspaper in case tender is not published on website.
- q. "Bill of Quantities" shall mean Schedule of Item(s) included in the tender document along with respective quantities and rates, accepted by the Railway.



- 1.3 Singular and Plural:** Words importing the singular number shall also include the plural and vice versa where the context requires.
- 2.0 Tender for Works:** Tender Forms shall embody the contents of the contract documents either directly or by reference and shall be as per specimen form, **annexure-I**. E-Tender Form shall be issued free of cost to all tenderers.
- 2.1 E-Publishing:** Tender notice and Tender Documents for open Tenders are being published on Northern Railway website: [www.nr.indianrailways.gov.in](http://www.nr.indianrailways.gov.in) for general information purpose in terms of **Railway Board letter no: 2014/CEI/WP/5 Dated: 05.02.2016 & 18.10.2016**.
- 2.2 Validity of Tender:** Tender must be open for the period as mentioned in cover letter of Tender Document. Validity of tender for single packet= 60 days & for two packet system = 90 days.
- 2.3 Amendment of Tender Document:** Before the deadlines for the submission of Tender Document, Railway may modify the Tender Document by issuing Addendum/Corrigendum. Tenderers are advised to down load Tender Documents well in advance to submit the Tender before the stipulated time. However it is the responsibility of the Tenderer to check any correction or any modifications (Addendum/Corrigendum) published subsequently in newspapers as well as on web site and same shall be taken in to account while submitting the Tender. Tenderer shall down load corrigendum (if any) print it out, sign and attach it with main Tender Document. **Railway will not be responsible for any network error or internet connection as there would be sufficient time to submit the tender through e-Tendering.**

### 3.0 CARE IN SUBMISSION OF TENDERS:

- (a)(i) Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be 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.
- (a)(ii) Tenderers will examine the various provisions of The Central Goods and Services Tax Act-2017 (CGST) / Integrated Goods and Services Tax Act, 2017 (IGST) / Union Territory Goods and Services Tax Act-2017 (UTGST) / respective state's State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt. & as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.
- (a)(iii) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to Railway immediately after the award of contract, without which no payment shall be released to the Contractor. The Contractor shall be responsible for deposition of applicable GST to the concerned authority.
- (a)(iv) In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/ SGST Act, the Railway shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.
- (a)(v) Contractor shall be liable to pay/refund the amount collected as GST to the Indian Railways along with interest and penalties, if any imposed by the authorities, in case GST input tax credit of Indian Railways is denied/rejected by the tax authorities due to reasons mentioned below but not limited to:
- Wrong/incorrect invoices issued by Contractor;
  - Non-filing of GST returns;
  - Non-payment of GST collected from Indian Railways to the authorities;
  - Any other non-compliance done by Contractor;
- General Indemnity:** Contractor hereby agrees to indemnify and hold harmless the Indian Railways from and against any and all losses, including loss on account of Input Tax Credit and all losses incurred by the Indian Railways relating to or arising out of or in connection with any actual or threatened claim, legal action, proceedings, prosecution or inquiry by or against the Indian Railways arising out, directly or indirectly, of failure by the contractor to comply with the provisions of GST and related laws, or based upon or arising from any failure by the Contractor.
- Retention Money:** Any payment liable to be paid by Indian Railways to contractor against the goods or services or both supplied by such contractor to Indian Railways shall be kept on hold in case supplier makes any non-compliance of any of the GST law provisions including non-reporting of invoices in GST returns. Such payment shall be released after proper verification of records and availability of ITC to Indian Railways

as per provisions of GST Law.

- (b) When work is tendered for by a firm or company, the tender shall be signed by the individual legally authorized to enter into commitments on their behalf.
- (c) The Railway will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.

**3.01** A copy of Certificate stating that they are not liable to be disqualified and all their statements/ documents submitted along with bid are true and factual. Standard format of certificate to be submitted by the bidder is enclosed as Annexure-V. In addition to Annexure-V, in case of other than Company/ Proprietorship 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.

**NOTE:** 1. Submission of copy of certificate as per Annexure-V is not mandatory if the bidder has confirmed and certified the same online at the time of submission of bids. 2. Submission of copy of certificate as per Annexure-V(A) is mandatory for each member of a Partnership Firm/ Joint Venture (JV)/ Hindu Undivided Family (HUF)/ Limited Liability Partnership (LLP) etc., as the case may be.

**3.1 Tenderer Constitution and requirement of Authorize Signatory:** The tenderer/s who are constituents of firm, company, Joint Venture (JV) association or society must forward attested copies of the constitution of their concern, partnership deed and power of attorney with their tender as per Tender Form 3 of Tender Document.

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, JV association or society as the case may be). The Railway will not be bound by any power of attorney granted by the tenderer/s or by changes in the composition of the firm made subsequent to the award of the contract. Para 4 of Annexure VIII specifies the action to be taken in such matters. The cost of such action, including legal advice will be chargeable to the Tenderer/ contractor. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. **(Please refer Para 3.7 of Part-I and Annexure VIII also).**

**3.2 Cost of Tender Document:** e-Tender Forms shall be issued free of cost to all tenderers.

### **3.3 BID SECURITY:**

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

<b>Value of the Work</b>	<b>Bid Security</b>
For all Works	2% of the estimated cost of the work

- (i) The Bid Security shall be rounded off to the nearest ₹100. This Bid Security shall be applicable for all modes of tendering.
- (ii) Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of Bid Security detailed above.
- (iii) Labour Cooperative Societies shall submit only 50% of above Bid Security detailed above.

Note: Bid Security will be acceptable online through net banking/payment gateway. Bid Security will be accepted in form of Term Deposit Receipt/Bank Guarantee (issued from a scheduled

commercial bank of India), only in favor of Sr. DFM/NR Moradabad Division or FA&CAO/NR. The scanned copy of Term Deposit Receipt/Bank Guarantee shall be attached online while submission of bids. The cost of tender documents (if any) is not refundable and should not be included with Bid Security.

- 3.3.2** 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.
- 3.3.3** If his tender is accepted, the Bid Security mentioned in sub para 3.3.1 above 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 2022 Part-II. The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.
- 3.3.4** In case, contractor submits the term deposit receipt/bank guarantee bond towards full security deposit, the railway shall return the Bid Security so retained to the contractor.
- 3.3.5** 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-VIIA** and shall be valid for a period of 90days beyond the bid validity period.
- 3.3.6 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 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.

**Note:-** Bank guarantee Bond should be as per Annexure-VIIA in the name of Sr. Divisional Electrical Engineer/General, Moradabad Division with Beneficiary as Sr. Divisional Finance Manager-Moradabad division.

### **3.4 Similar Nature of Work**

The Similar nature of work should be defined in tender notice & Tender Document in accordance with the **Pr. CEE Circular no: 181-Elect./Plg./W/Similar Nature of work, Dated.16.03.2022 with all updation list or as amended from time to time.**

#### **Definition of Similar Nature of work:**

**"Design, supply, installation, testing & commissioning of HT/LT network like HT/LT panel, Overhead distribution network, earthing, laying of HT/LT cable etc and associated electrical works."**

- 3.5 Eligibility Criteria:** The Tenderer will be required to meet the following eligibility criteria for which credentials to be submitted by Tenderer, along with Tender Documents.

#### **3.5.1 Technical Eligibility Criteria:**

- (a) The Tenderer must have successfully completed or substantially completed any one of the following

categories of work(s) during last 07 (seven) years, last day of month previous to the one in which tender is invited:

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

**OR**

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

**OR**

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

**Note- Similar nature of work is defined in Para 3.4 above**

- (b) (i) In case of tenders for composite works (e.g. works involving more than one distinct component, such as Civil Engineering works, S&T works, Electrical works, OHE works etc. and in the case of major bridges – substructure, superstructure etc.), tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:

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

**OR**

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

**OR**

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

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

(ii) In such cases, what constitutes a component in a composite work shall be clearly pre-defined with estimated tender cost of it, as part of the tender documents without any ambiguity.

(iii) To evaluate the technical eligibility of tenderer, only components of work as stipulated in tender documents for evaluation of technical eligibility, shall be considered. The scope of work covered in other remaining components shall be either executed by tenderer himself if he has work experience as mentioned in clause 7 of the Standard General Conditions of Contractor through subcontractor fulfilling the requirements as per clause 7 of the Standard General Conditions of Contract or jointly i.e., partly himself and remaining through subcontractor, with prior approval of Chief Engineer in writing.

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

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

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

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

Note for Technical Eligibility Criteria (item 3.5.1):

Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organisation, work experience certificate issued by Public listed company having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the

current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of closing of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates.

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

### 3.5.2 Financial Eligibility Criteria:

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

V= Advertised value of the tender in crores of Rupees

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

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

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

### 3.5.3 Special Eligibility Criteria: Tenderer shall have a valid Electrical Contractor's License issued in the name of the firm by any State Government and shall furnish all the particulars of the Electrical license held by him along with the bid otherwise **offer of the tenderer shall be Summarily Rejected.**

a. The successful tenderer shall furnish the names and particulars of supervisor and workmen to be engaged for carrying out this work.

b. By a Gazette notification, Govt. of India has appointed Chief Electrical Engineer, Northern Railway to be the Electrical Inspector and has directed that he shall exercise the powers and perform the functions of an Electrical Inspector under the Indian Electricity Act 1910. The inspecting officers for this contract shall be nominated by the Railways as indicated in the technical specification.

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

### 3.5.5 Credentials if submitted in foreign currency shall be converted into Indian currency i.e., Indian Rupee as under:

The conversion rate of US Dollars into Rupees shall be the daily representative exchange rates published by the Reserve Bank of India or entity authorized by RBI to do so for the relevant date or immediately previous date for which rates have been published. Where, relevant date shall be as on the last day of month previous to the one in which tender is invited. In case of any other currency, the same shall first be converted to US Dollars as on the last day of month previous to the one in which tender is invited, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date or immediately previous date for which rates have been published.

### {Explanation for clause 3.5.1 to 3.5.5-Eligibility Criteria}:

- (i) Substantially Completed Work means an ongoing work in which payment equal to or more than 90% of the present contract value (excluding the payment made for adjustment of Price variation (PVC), if any) has been made to the contractor in that ongoing contract and no proceedings of termination of contract on Contractor's default has been initiated. The credential certificate in this regard should have been issued not prior to 60 days of date of invitation of present tender.

- (ii) In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfillment of credentials.
- (iii) If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfillment of credentials.
- (iv) In case of completed work, the value of final bill (gross amount) including the PVC amount (if paid) shall be considered as the completion cost of work. In case final bill is pending, only the total gross amount already paid including the PVC amount (if paid) shall be considered as the completion cost of work.  
In case of substantially completed work, the total gross amount already paid including the PVC amount (if paid), as mentioned in the certificate, shall be considered as the cost of substantially completed work.
- (v) If a bidder has successfully completed a work as subcontractor and the work experience certificate has been issued for such work to the subcontractor by a Govt. Organization or public listed company, the same shall be considered for the purpose of fulfillment of credentials.
- (vi) In case a work is considered similar in nature for fulfillment of technical credentials, the overall cost including the PVC amount (if paid) of that completed work or substantially completed work, shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.
- (vii) In case of newly formed partnership firm, the credentials of individual partners from previous propriety firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution/ split and their share in newly formed partnership firm. For example, a partner had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of  $0.3 \times 0.2$  \* value of the work done in the previous entity. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No. in case of dissolution of partnership firm etc.
- (viii) In case of existing partnership firm, if any one or more partners quit the partnership firm, the credentials of remaining partnership firm shall be re-worked out i.e., the quitting partner(s) shall take away his credentials to the extent of his share on the date of quitting the partnership firm (e.g. in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and credentials of Rs. 10.0 crore; in case of partner C quits the firm, the credentials of this partnership firm shall remain as Rs. 6.0 crore). For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.
- (ix) In case of existing partnership firm if any new partner(s) joins the firm without any modification in the name and PAN/TAN no. of the firm, the credentials of partnership firm shall get enhanced to the extent of credentials of newly added partner(s) on the same principles as mentioned in item 6 above. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deeds, dissolution/splitting deeds and proof of surrender of PAN No.(s) in case of dissolution of partnership firm etc.
- (x) Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., in a partnership firm of A&B partners, A or B partner cannot use credentials of partnership firm of A&B partners in any other partnership firm or propriety firm without leaving partnership firm of A&B partners.
- (xi) In case a partner in a partnership firm is replaced due to succession as per succession law, the proportion of credentials of previous partner will be passed on to the successor.
- (xii) If the percentage share among partners of a partnership firm is changed, but the partners remain the same, the credentials of the firm before such modification in the share will continue to be considered for the firm as it is without any change in their value. Further, in case a partner of partnership firm retires without taking away any credentials from the firm, the credentials of partnership firm shall remain the same as it is without any change in their value.
- (xiii) In a partnership firm "AB" of A&B partners, in case A also works as propriety firm "P" or partner in some other partnership firm "AX", credentials of A in propriety firm "P" or in other partnership firm "AX" earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB.

- (xiv) In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm.
- (xv) In case company A is merged with company B, then company B would get the credentials of company A also.

**3.5.6** Technical and financial eligibility criteria mentioned in GCC 2022 shall normally apply to all firms including 'Start-up' firms (recognized by Department of Industrial Policy and Promotion, Ministry of Commerce and Industry). However, before inviting tender, General Manager, on the recommendation of PHOD/CHOD of the department inviting tender and associate finance, can relax the applicability of eligibility criteria to 'Start-up' firms (recognized by Department of Industrial Policy and Promotion, Ministry of Commerce and Industry) on case-to-case basis.

### **3.5.7 Eligibility criteria for bidder from a country sharing land border with India:**

- I. Any bidder from a country which shares a land border with Indian will be eligible to bid in any tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant; or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated herein before, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with Indian" for the purpose of this Order means:-
  - a. An entity incorporated, established or registered in such a country, or
  - b. A subsidiary of an entity incorporated, established or registered in a such a country; or
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country ; or
  - d. An entity whose beneficial owner is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- IV. The beneficial owner of the purpose of (iii) above will be as under:
  - 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting along or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

#### **Explanation-**

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of share or capital or profits of the company,
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.
- 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
- 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of controller ownership.

- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

**3.5.8** A certificate shall be taken from bidders in the tender documents regarding their compliance with this order (Annexure-XXVIII). If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

**3.5.9** In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance/ placement of order, Registration shall not be a relevant consideration during contract execution.

**3.6 Bid Capacity: Not applicable for this tender (APPLICABLE ONLY FOR WORKS COSTING MORE THAN Rs.20.00 Crore)**

**Note:- For judging the technical eligibility, financial capability and available bid capacity only those works which had been executed for the under Government/Semi Government/PSU shall be considered and the tenderer(s) will submit the certificate to this effect from the Officer concerned duly signed under the official seal. It should be noted that credentials for the works executed for Private Individual/Private Organization except as mentioned in note for 3.5.1 shall not be considered.**

### **3.7 Documents to be submitted along with Tender**

(i) The tenderer shall clearly specify whether the tender is submitted on his own (Proprietary firm) or on behalf of a partnership firm/Company/Joint Venture (JV)/Registered Society/ Registered Trust/Hindu Undivided Family (HUF)/ Limited Liability Partnership (LLP) etc. The Tenderer (s) shall enclose self-attested copies of the constitution of their concern, Partnership Deed, 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:

**3.7.1 Sole Proprietorship Firm:** All other documents in terms of clause 3.5 (Eligibility Criteria) of PART-I of Tender document.

**3.7.2 HUF:**

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

(ii) All other documents in terms of clause 3.5 (Eligibility Criteria) of PART-I of Tender document.

**3.7.3 Partnership firm:**

**3.7.3.1** The Tenderer shall submit self-attested copies of-

- (i) A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar.
- (ii) A notarized or registered copy of Power of Attorney in favour of the individual to tender for the work, sign the agreement etc. and create liability against the firm.
- (iii) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the bid ineligible or the contract shall be determined under Clause 62 of the Standard General Conditions of Contract.
- (iv) All other documents in terms of clause 3.5 (Eligibility Criteria) of PART-I of Tender document.



**Stipulation regarding tenders by Partnership Firms and their Eligibility Criteria reproduce as Annexure-VIII of Tender Document**

- 3.7.3.2** “Any tender submitted by a partnership firm without enclosing self-attested copy of registered/ notarized partnership deed or power of attorney duly authorizing the signatory as noted above shall be treated as having been submitted by individual signing the tender documents. 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.”
- 3.7.3.3** The Partnership Firms participating in the tender should be legally valid under the provisions of the Indian Partnership Act.
- 3.7.3.4** The partnership firm should have been in existence or should have been formed prior to submission of tender. Partnership firm should have either been registered with the Registrar or the partnership deed should have been notarized as per the Indian Partnership Act, prior to submission of tender.
- 3.7.3.5** 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.
- 3.7.3.6** Once the tender has been submitted, the constitution of the firm shall not normally be allowed to be modified / altered / terminated during the validity of the tender as well as the currency of the contract except when modification becomes inevitable due to succession laws etc., in which case prior permission should be taken from Railway and in any case the minimum eligibility criteria should not get vitiated. The re-constitution of firm in such cases should be followed by a notary certified Supplementary Deed. The approval for change of constitution of the firm, in any case, shall be at the sole discretion of the Railways and the tenderer shall have no claims what-so-ever. Any change in the constitution of Partnership firm after submission of tender shall be with the consent of all partners and with the signatures of all partners as that in the Partnership Deed. Failure to observe this requirement shall render the offer invalid and full Bid Security shall be forfeited.
- If any Partner/s withdraws from the firm after submission of the tender and before the award of the contract, the offer shall be rejected and Bid Security of the tenderer will be forfeited. If any new partner joins the firm after submission of tender but prior to award of contract, his / her credentials shall not qualify for consideration towards eligibility criteria either individually or in proportion to his share in the previous firm. In case the tenderer fails to inform Railway beforehand about any such changes / modification in the constitution which is inevitable due to succession laws etc. and the contract is awarded to such firm, then it will be considered a breach of the contract conditions liable for determination of the contract under Clause 62 of the Standard General Conditions of Contract.
- 3.7.3.7** 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.
- 3.7.3.8** 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.
- 3.7.3.9** 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.
- 3.7.3.10** 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.
- 3.7.3.11** In case the Letter of Acceptance (LOA) is issued to a partnership firm, the following undertakings shall be furnished by all the partners through a notarized affidavit, before signing of contract agreement.

## (a) Joint and several liabilities:

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

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

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

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

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

**3.7.3.12** The tenderer shall clearly specify that the tender is submitted on behalf of a partnership firm. The documents as stated in clause 3.7.3.1 above shall be submitted along with the tender:

**3.7.3.13 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 3.5 above.

**3.7.4 Company registered under Companies Act 2013:**

- (i) The copies of MOA (Memorandum of Association)/AOA (Articles of Association) of the company.
- (ii) A copy of Certificate of Incorporation.
- (iii) A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company.
- (iv) All other documents in terms of clause 3.5 (Eligibility Criteria) of PART-I of Tender document.

**3.7.5 LLP (Limited Liability Partnership) Firm:**

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 of LLP.
- (iii) A copy of Power of Attorney/Authorization issued by the LLP in favour of the individual to sign the tender/MoU/JV 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 clause 3.5 (Eligibility Criteria) of PART-I of Tender document.

**3.7.6 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 clause 3.5 (Eligibility Criteria) of PART-I of Tender document.

**3.7.7 JOINT VENTURE (JV):Not applicable for this tender(APPLICABLE ONLY FOR WORKS COSTING MORE THAN Rs.10.00 Crore)**

**3.8 Test of Responsiveness: Railway will determine whether each such proposal is 'responsive to the requirement of the Tender Documents. A Tender/Proposal shall be considered 'responsive' if only:**

- (i) Tender Document accompanied with required Bid Security.
- (ii) Tender Document accompanied with Power (s) of Attorney (ies).
- (iii) Cover Letter (Tender Form-1) been signed by Authorized Signatory.
- (iv) Tender Documents shall be submitted in bound and sealed condition (in exceptional cases where manual tendering is being adopted).
- (v) The tenderers shall submit a copy of Certificate stating that all their statements/documents submitted along with bid are true and factual. Standard format of certificate to be submitted by the bidder is enclosed as Annexure-V. In addition to Annexure-V, in case of other than Company / Proprietorship 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.

**NOTE:**

**1. Submission of copy of certificate as per Annexure-V is not mandatory if the bidder has confirmed and certified the same online at the time of submission of bids.**

**2. Submission of copy of certificate as per Annexure-V(A) is mandatory for each member of a Partnership Firm/ Joint Venture (JV)/ Hindu Undivided Family (HUF)/ Limited Liability Partnership (LLP) etc., as the case may be**

**Tenderer may please note that tender not accompanying Item (i) & (ii) above shall be summarily rejected.**

**Any of the above criteria is not fulfilled, in any manner whatsoever; the Tender shall be treated as non- responsive. The Decision of Railway Administration on the responsiveness of Tender shall be final, conclusive and binding on the Tenderer and shall not be called into question by any Tenderer on any ground whatsoever. Any Tender which is not responsive shall be rejected.**

**3.9 Conflict of Interest:**

- (a) Railway Administration considers "**Conflict of Interest**"; to be a situation in which party has interests that could improperly influence the Tendering process or that party's Performance of official duties or Responsibilities, Contractual Obligations or Compliance of applicable laws and regulations. Any Tenderer(s), which in the opinion of Railway Administration has or may have the likelihood of a conflict of interest, **shall be disqualified**. Without limiting the generality of the above, a Tenderer shall be considered to have a conflict of interest that affects the Tendering process, if;

1. Such Tenderer, its Member (In case of Partnership firm) or any of its Constituents and any other Tenderer for the same work, its Member or any of its constituents have cross ownership interest; provided that this disqualification shall not apply in case the direct or indirect ownership/Shareholding (of paid up and subscribed shares) of a Tenderer, its Member or any of its constituent in the other Tenderer, its Member or any of its constituent is less than 10% (Ten percent); or
2. Such Tenderer or a Member of such Tenderer is also a member of another Tenderer for the same work; or
3. Such Tenderer has the same authorized Signatory/ representative for a tender as any other Tenderer for the same work; or
4. Such Tenderer, its Member or any of its Constituent has participated as consultant to Railway in the preparation of any document, design or technical specifications for the same work; or
5. If legal, financial or technical advisor of Railway for the same work is or has been engaged by Tenderer, its Member or any of its Constituent in any manner formatters related to or incidental to the same work during or prior to the Tendering process up to the signing of Agreement; or
6. Such Tenderer, its Member or any of its Constituent and the consultant of Railway for the same work, its Member or any of its Constituent have cross ownership interest; provided that this disqualification shall not apply in cases the direct or indirect ownership/ shareholding (of its paid up and subscribed shares)of a

tenderer, its Member or any of its Constituents in the consultant of Railway for this work, its Member or any of its Constituent, or vice versa, is less than 10%(ten percent); or

7. Such Tenderer, its Member or any Constituent thereof received or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Tenderer for the same work, its Member or Constituent, or has provided any such subsidy, grant concessional loan or subordinated debt to any other Tenderer for the same work, its Member or any Constituent thereof; or
  8. Such Tenderer, or any Constituent thereof, has a relationship with any other Tenderer for the same work, or any Constituent thereof, directly or through common third party/parties, that puts either or both of them in a position to have access to each other's' information about, or to influence the Tender of either or each other for the same work.
- (b) Disqualification specified under sub clause **3.9 (a) 1 to 8** shall not apply to the Tenderer or its Member of both Public and Private unless and until such Tenderer or its Member is a Constituent of another Tenderer or its Member or Railway Consultant for the same work.
- (i) Tenderer/ Each Member of the firm shall submit the following documents on the basis of which it has arrived at the conclusion that it does not have any Conflict of interest:
  - (ii) List of Constituents along with their shareholding and registered office address;
  - (iii) The details of each of shareholders holding more than 10% in the firm, each of its members and their Constituents;
  - (iv) A chart showing the relationship of the Tenderer/Members of the firm with the irrespective constituents.
  - (v) Notwithstanding anything contained herein above, Railway may, after opening of Tender, seek a reconfirmation that there is no conflict of interest among the Tenderer, Members and / or Constituents of the Tenderer/ Members of the firm, within a period to be stipulated by Railway. Railway will also seek reconfirmation from its legal, financial or technical advisors that there is no conflict of interest with Tenderers.

### **3.10 Fraud & Corrupt Practice:**

- 3.10.1 The Tenderer and their representative officers, employee, agents and advisors shall observe the highest standard of ethics during the Tendering process and subsequent to the issue of the LOA during the substance of the Agreement. Notwithstanding anything to contrary contained herein or in the LOA or the Agreement, Railway shall reject the Tender, Withdraw the LOA, or Terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the selected Tenderer, if it determines that the selected Tenderer, as the case may be has directly or indirectly or through agent, engaged in corrupt practice, fraudulent practice, Coercive practice, undesirable practice or restrictive practice in the Tendering process. In such an event, in addition to exercise of its right of Termination, Railway shall forfeit and appropriate the contract security or Performance Guarantee as the case may be, as mutually agreed genuine pre estimation compensation and damage payable to Railway towards, inter alia, time, cost and effort of Railway, without prejudice to any other right or remedy that may be available to Railway hereunder or otherwise.
- 3.10.2 Without prejudice to the right of Railway hereinabove and the rights and remedies which Railway may have under the LOA or the Agreement, if the Tenderer/Contractor, as the case may be, is found by Railway to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Tendering process, or after the issue of LOA or the execution of Agreement, **such Tenderer, Members and Contractor shall not be eligible to participate in any Tender issued by Northern Railway during a period of 02 (Two) years from the date such Tenderer, Member or Contractor, as the case may be, is found by Railway to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.**
- 3.10.3 For the purposes of this clause, the following terms shall have the meanings herein after respectively assigned to them;
- (i) **“Corrupt Practice”** means the offering, giving, receiving or soliciting, directly or indirectly of anything of value to influence the action of any person connecting with the Tendering process (for avoidance of doubt, offering employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of Railway who is or has been associated in any manner, directly or indirectly with the Tendering process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from date such official resigns or retires from or otherwise ceases to be in the service of Railway, shall be deemed to constitute influencing the actions of a person connected with the Tendering process), or Engaging in any manner whatsoever, whether during Tendering process or after the issue of the LOA or after execution of Agreement, as the case may be, any person in respect of in respect of any matters relating to the work or the LOA or the Agreement, who at any time has been or is a legal, financial or technical advisor of Railway in relation to any matter concerning to work.

- (ii) **“Fraudulent practice”** means a misrepresentation or Omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Tendering process;
- (iii) **“Coercive Practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Tendering process;
- (iv) **“Undesirable Practice”** means establishing contract with any person connected with or employed or engaged by Railway and/ or the Ministry of Railways and / or any Ministry or Department, Authority or body whether statutory or non-statutory that may be concerned or connected, in any manner whatsoever, with this work, with the objective of canvassing, lobbying, seeking intervention in or in any manner influencing or attempting to influence the Tendering process; or having a conflicted of interest; and
- (v) **“Restrictive Practice”** means forming a cartel or arriving at any understanding or arrangement among Tenderers with the objective of restricting or manipulating a full and fair competition in the Tendering process.

**3.11 Confidentiality:** Information relating to the examination, clarification, evolution and recommendation for the Tenderer shall not be disclosed to any person, who is not officially concerned with the process or is not retained professional advisor Advising Railway, in relation to, or matter arising out of, or concerning the Tendering process. Railway will treat all information submitted as part of the Tender, in confidence and will require all those who have access to such material to treat the same in confidence. Railway may not divulge any such information unless it is directed to do so by a Court of Law and/ or any statutory entity that has the power under Law to require its disclosure.

**3.12 Employment/ Partnership etc. of Retired Railway Employee:**

- (a) Should a tenderer
  - i. be a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, OR
  - ii. being partnership firm / joint venture (JV) / registered society / registered trust etc have as one of its partners/members a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, OR
  - iii. being an incorporated company have any such retired Engineer of the gazette 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

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

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

**Note:-**If information as required as per 3.12.a), b), c) above has not been furnished, contract is liable to be dealt in accordance with provision of clause 62 of Standard General Condition of contract.

- 3.13 Miscellaneous:** The Tendering process shall be governed by and construed in accordance with the Laws of India and the Courts at Moradabad Shall have exclusive jurisdiction over all disputes arising under pursuant to and/ or in connection with the Tendering process.
- Railway in its sole discretion and without incurring any obligation or liability reserves the right at any time to;
- a. Suspend or cancel the Tendering process and /or amend and/ or Supplement the Tendering process or modify the dates or other terms & condition relating thereto;
  - b. Consult with any Tenderer in order to receive clarifications or further information;
  - c. Retain any information and /or evidence submitted to Railway by, on behalf of, and/or in relation to any Tenderer, and / or.
  - d. Independently verify, disqualify, reject and/ or accept any and all submission or other information and/ or evidence submitted by or on behalf of any Tenderer.
- 3.13.1 No Tenderer should tender for the work for speculative purposes. Once the Tender Documents is submitted, no change shall be permitted in the equity participation in the work of the Tenderer or Member of the firm except as expressly otherwise provided in the Tender Documents. Any breach of this condition shall lead to rejection of the Tender and /or termination of Agreement.
- 3.13.2 No assignment, Sale, Transfer, Conveyance of the work shall be permitted except as otherwise expressly provided in the Tender Documents. Any breach of this condition shall lead to rejection of the Tender and /or termination of Agreement.
- 3.13.3 For the sake of clarity, the Tenderer (s) may note that in case there are any obligation (s) or condition (s) imposed on them under a particular clause of any part of the Tender Documents, which includes the forms, and on a similar issue some additional conditions are mentioned under another clause of any other part of the Tender Documents, which includes the forms, then all the conditions and/ or obligations should be read in conjunction with each other and all of them have to be fulfilled.
- 3.13.4 It shall be deemed that by submitting the Tender, the Tenderer agrees and releases Railway, its employees, agents, consultants and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all right and/ or claims it may have in their respect, whether actual or contingent, whether present or future. No claim of any nature and to any extent whatsoever shall be made by any Tenderer against Railway, its employees, agents, consultants and advisers.
- 3.13.5 The Tender Documents including all attached documents are and shall remain the property of Railway and are transmitted to the Tenderer solely for the purpose of preparation and submission of the Tender in accordance herewith. Tenderer are to treat all information as strictly confidential and shall not use it for any purpose other than for the preparation and submission of their Tenders. Railway will not return any Tender or any information provided to it by the Tenderers.
- 3.14 Preparation & Submission of Document:** The Tenderer will be deemed to visit the site and inspected the same to acquaint itself about all the existing site conditions, Laws and regulations before submitting his/their Tender. Once the Tender is submitted no Tenderer will be permitted to withdraw his/their Tender on the ground of any alleged defect in the site or its conditions.
- All the contents of the Tender should be typed or hand written in indelible blue ink and signed by Tenderer/authorized signatory of the Tenderer who shall also initial each page in Blue ink. The Tenderer requirement in the Tender, for authorizing the signatory to commit the Tenderer. The power of attorney must include the specimen signature of the authorized signatory duly attested by authorized person under applicable laws.
- 3.15 Credential/ Approved list of contractors:**
- 3.15.1 Works of construction and of supply of material shall be entrusted for execution to contractors whose capabilities and financial status have been investigated and approved to the satisfaction of the Railway. For this purpose, list of approved contractors shall be maintained in the Railway. The said list be revised periodically once in a year or so by giving wide publicity through advertisements etc.
- A Contractor including a contractor who is already on the approved list shall apply to the **concerned** General Manager (Construction)/ Chief Administrative Officer(Construction)/ **Principal** Chief Engineer/**Principal** Chief Signal &Telecommunication Engineer / **Principal Chief Mechanical Engineer** and **Principal** Chief Electrical Engineer, Divisional Railway Manager, furnishing particulars regarding :
- i. his position as an independent contractor specifying Engineering organization available with details or Partners / Staff / Engineers employed with qualifications and experience;
  - ii. his capacity to undertake and carry out works satisfactorily as vouched for by a responsible official or firm, with details about the transport equipment's, construction tools and plants etc., required for the work maintained by him;

- iii. his previous experience of works similar to that to be contracted for, in proof of which original certificates or testimonials may be called for and their genuineness verified, if needs be, by reference to the signatories thereof;
- iv. his knowledge from actual personal investigation of the resources of the area/zone or zones in which he offers to work;
- v. his ability to supervise the work personally or by competent and duly authorized agent;
- vi. his financial position;

3.15.2 An applicant shall clearly state the categories of works and the Area / Zone /Division(s) / District(s) in which he desires registration in the list of approved contractors.

3.15.3 The selection of contractors for enlistment in the approved list would be done by a committee for different value slabs as notified by Railway.

3.15.4 An annual fee as prescribed by the Railway from time to time would be charged from such approved contractors to cover the cost of sending notices to them and clerkage for tenders etc. Notices shall be send to them on registered e-mail address and registered postal address.

3.15.5 The list of approved contractors would be treated as confidential office record.

### 3.16 Tenderer's Credentials:

Documents testifying tenderer's previous experience and financial status should be produced along with the tender.

Tenderer (s) who is/are not borne on the approved list of the Contractors of Northern Railway shall submit along with his/their tender.

- (i) Certificates and testimonials regarding contracting experience for the type of job for which tender is invited with list of works carried out in the past.
- (ii) Certificates which may be an attested Certificate from the client, Audited Balance Sheet duly certified by the Chartered Accountant regarding contractual payments received in the past.
- (iii) The list of personnel / organization on hand and proposed to be engaged for the tendered work (Annexure – X). Similarly list of Plant & Machinery available on hand and proposed to be inducted and hired for the tendered work (Annexure-IX).
- (iv) A copy of Certificate stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of certificate to be submitted by the bidder is enclosed as Annexure-V. In addition to AnnexureV, in case of other than Company / Proprietorship 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 copy of 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.

**NOTE: 1. Submission of copy of certificate as per Annexure-V is not mandatory if the bidder has confirmed and certified the same online at the time of submission of bids. 2. Submission of copy of certificate as per Annexure-V(A) is mandatory for each member of a Partnership Firm/ Joint Venture (JV)/ Hindu Undivided Family (HUF)/ Limited Liability Partnership (LLP) etc., as the case may be.**

- (v) Railway reserved the right to verify all statements, information and documents submitted by bidder in each tender offer and the bidder shall when so required by the railway make available all such information, evidence and documents as maybe necessary for such verification. Any such verification or lack of such verification, by the railway shall not relieve the bidder of its obligation and liabilities here under nor will it affect any rights of the railway there under.
  - (a) In case of any information submitted by tenderer is found to be false forged or incorrect at any time during process of evaluation of tenders, it shall lead to forfeiture of the tender Bid Security besides banning of business for a period of upto two years.
  - (b) In case of any information submitted by tenderer is found to be false forged or incorrect after the award of contract, the contract shall be terminated. Bid Security, Performance Guarantee and Security Deposit available with railway shall be forfeited. In addition, other dues of contractor, if any under this contract shall be forfeited and agency shall be banned for doing business for a period of upto two years.

Note: Non-compliance any of the conditions set forth therein above is liable to result in the tender being reject.

## 4.0 Consideration of Tenders:

### 4.1 Right of Railway to Deal with Tenders:

The Railway reserves the right of not to invite tenders for any of Railway work or works or to invite open or limited tenders and when tenders are called to accept at tender in whole or in part or reject any tender or all tenders without assigning reasons for any such action. In case if tender is accepted in part by Railway administration, Letter of Acceptance shall be issued as counter offer to the Tenderer, which shall be subject to acceptance by the Tenderer.

- 4.1.1** The authority for the acceptance of the tender will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest tender or any other tender, and tenderer(s) shall neither demand any explanation for the cause of rejection of his/ their tender nor the Railway to assign reasons for declining to consider or reject any particular tender or tenders.
- 4.1.2** If the tenderer(s) deliberately gives / give wrong information in his / their tender or creates / create circumstances for the acceptance of his / their tender, the Railway reserves the right to reject such tender at any stage.
- 4.1.3** If the tenderer(s) expire(s) after the submission of his / their tender or after the acceptance of his / their offer, the Railway shall deem such tender cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the Railway shall deem such tender as cancelled, unless the firm retains its character.
- 4.1A Two Packets System of Tendering:**  
With a view to assess the tenders technically without being influenced by the financial bids, 'Two Packets System of tendering' shall be adopted wherein tender documents provide for the same.
- 4.1B Pre Bid Conference:** Intenders having advertised value more than Rs 50 Crore or as mentioned in the tender document, Railway shall conduct Pre Bid Conference(s) with the prospective bidders.
- 4.1C Make in India Policy:** Provisions of Make in India Policy 2017 issued by Govt. of India, as amended from time to time, shall be followed for consideration of tenders.
- 4.1D Permission to Bid for a bidder from a country which shares Land boundary with India:** Any bidder from the countries sharing a land border with India will be eligible to bid in any procurement of works (including turnkey projects) only if the bidder is registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT), Government of India. For interpretation of this para, Department of Expenditure, Ministry of Finance, Government of India letter F.No.6/18/2019-PPD dated 23/07/2020 shall be referred.
- 4.1E Clarification of Bids:** To assist in the examination, evaluation & comparison and pre-qualification of the Tender, the Railway may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Railway shall not be entertained or considered. The Railway request for clarification and the response of the bidder in this regard shall be in writing.  
However, if a Bidder does not provide clarification of its bid by the date and time communicated in the Railway request for clarification, the bid shall be evaluated as per the documents submitted along with the bid.
- 4.1F** However, in case of tender more than Rs.10 crore two packet system of tender is to be adopted.
- 4.1G** Tenderer(s) shall upload two files/packets. File-I/Packet-I and File-II/Packet-II. File-I/packet-I shall contain Technical Cum Commercial bid and all necessary documents regarding constitution of the firm and other requisite documents/credentials.
- 4.2 Opening of Tender: E- tenders are opened after closing date and time of submission online bids on website [www.ireps.gov.in](http://www.ireps.gov.in) through Digital Signature Certificate/Encryption Certificate of concern Authorized Officer of Railways on specified date and time. However, if date of tender opening is declared as Holiday, the tender will be opened at the same time on next working day.**
- 4.2A ELECTRONIC REVERSE AUCTION (E-RA):**-N/A ( In terms of *RB Letter No. 2019/RS(G)/779/2 Dated 08.08.2019*)E-RA applicable for Works and Services for tenders valued more than Rs. 50 Cr, in each case)
- 4.3 Conditional offer and Alternative proposal by Tenderer:** Tenderers shall submit offers that fully comply with the requirements of the Tender documents including the conditions of contract, design and specification requirements if any. **Conditional offer or alternative offers will not be considered in tender evaluation and will be summarily rejected.** The Tenderer shall have no claims in this regard whatsoever.



**“Any unconditional rebate offered by the tenderer should be mentioned on of ‘Schedule of Quantities’ specifically. To attract the rebate mentioned each page of schedule may refer the note for the conditional rebate mentioned in the end. Any rebate mentioned at any other place in tender document shall not be considered. The unconditional rebate mentioned in “Scheduled of Quantities” shall be considered while evaluation of bid.”**

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

**4.4** **Withdrawal of Offer:** No Tender offer can be withdrawn in the interval between the after due date & time of submission and expiration of the Tender validity period. Withdrawal of offer during this period shall result in forfeiture of Tenderer Bid Security in terms of Para 1242 of Engineering code Reprint 2012.

**4.5** **Omission, Discrepancies & Clarification:**

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

**4.6** **Evaluation of Tender/ Bids:** Eligibility proposals that are found to be responsive will be evaluated by Railway to check whether he/they meet the Eligibility Criteria as laid down in section 4.5 (Tender form 4) of tender document. Thereafter declaration about not having conflict of interest, that Tender does not contain any condition and other relevant documents attached with Tender Document may be verified by Railway. To facilitate evaluation Railway may at its sole discretion, seek clarifications in writing from any Tenderer on the attached documents in the format as considered appropriate by Railway. Notwithstanding anything to the contrary contained in the Tender Documents. Railway may, at its sole discretion, waive any minor infirmity, non-conformity or irregularity in a Tender Document that does not constitute a material deviation and that does not prejudice or affect the relative position of any Tenderer, provided it confirms to all the terms, condition of Tender Documents without any material deviation, objection, conditionality or reservations.

**“No post tender correspondence for submission of additional documents shall be entertained after opening of the Technical & Commercial offers. Even suo-moto post tender letters of the tenders shall be treated as NULL & Void.”**

**5.0** **Contract Document:**

**5.1** **Execution of Contract Document:** The Tenderer whose tender is accepted shall be required to appear in person at the office of General Manager/General Manager(Construction), Chief Administrative Officer (Construction), Divisional Railway Manager or concerned Engineer, as the case may be, or if tenderer is a firm or corporation, a duly authorized representative shall appear (there would be no need for appear in person if agreement is signed digitally) and execute the contract agreement within seven days of notice from Railways that the Contract Agreement is ready. The 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 of the Bid Security and other dues payable to the Contractor under this contract. The failed Contractor shall be debarred from participating in the re-tender for that work.

**5.1 (A) Security Deposit:**

The Security Deposit shall be 5% of the contract value. The Bid Security submitted by the Contractor with his tender will be retained/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.

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

date of Maintenance period plus 60 days and shall be extended from time to time, depending upon extension of contract granted in terms of Clause 17A and 17B of the Standard General Conditions of Contract.

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

- (i) **Refund of Security Deposit:** Security Deposit mentioned in sub clause (1) above shall be returned to the Contractor along with or after, the following:
  - (a) Final Payment of the Contract as per clause 51(1) of Part-II of GCC-2022 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 Part-II of GCC-2022, in case applicable. Maintenance period for this work is 12 months.
- (ii) **Forfeiture of Security Deposit:** Whenever the contract is rescinded as a whole under clause 62(1) of Part-II GCC-2022, the Security Deposit already with railways under the contract shall be forfeited. However, in case the contract is rescinded in part or parts under clause 62(1) of GCC, the Security Deposit shall not be forfeited.
- (iii) 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 of GCC will be payable with interest accrued thereon.

#### 5.1 (B) Performance Guarantee

The procedure for obtaining Performance Guarantee is outlined below:

- (a) The successful bidder shall have to submit a Performance Guarantee (PG) within 21(Twenty one) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 21 (Twenty one) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 21(Twenty one) days, i.e. from 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 60days from the date of issue of LOA, the contract is liable to be terminated. In case contract is terminated railway shall be entitled to forfeit Bid Security and other dues payable against that particular contract, subject to maximum of PG amount. In case a tenderer has not submitted Bid Security on the strength of their registration as a Startup recognized by Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect. The failed Contractor shall be debarred from participating in re-tender for that work.
- (b) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to **5%** of the original contract value and Additional Performance Guarantee as per clause (h) below :
  - (i) A deposit of Cash;
  - (ii) Irrevocable Bank Guarantee;
  - (iii) Insurance Surety Bond as per Annexure-S  
Note: In case of extension of date of completion, selected bidder needs to submit extended Insurance Surety Bond/Fresh Insurance security Bond/fresh performance security, in any form as given above, before expiry of existing Insurance Surety Bond.
  - (iv) Government Securities including State Loan Bonds at 5 % below the market value;
  - (v) Pay Orders and Demand Drafts tendered by any Scheduled Commercial Bank of India;
  - (vi) Guarantee Bonds executed or Deposits Receipts tendered by any Scheduled Commercial Bank of India;
  - (vii) Deposit in the Post Office Saving Bank;
  - (viii) Deposit in the National Savings Certificates;
  - (ix) Twelve years National Defence Certificates;
  - (x) Ten years Defence Deposits;
  - (xi) National Defence Bonds and
  - (xii) Unit Trust Certificates at 5 % below market value or at the face value whichever is less. Also, FDR in favour of Sr. DFM N.R. Moradabad (free from any encumbrance) may be accepted.

- (c) The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the Contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.
- (d) The value of PG to be submitted by the Contractor is based on original contract value and shall not change due to subsequent variation(s) in the original contract value.
- (e) The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily.
- (f) Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be encashed.
- (g) The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (notwithstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
  - (i) Failure by the Contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.
  - (ii) Failure by the Contractor to pay President of India any amount due, either as agreed by the Contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer.
  - (iii) The Contract being determined or rescinded under clause 62 of these conditions.
- (h) If the tender is accepted on the quoted rates of bidder which is below the advertised tender value, an additional performance security shall be submitted by bidder as below:

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

**5.2 Form of Contract Document:** Every contract shall be complete in respect of the document it shall so constitute. Not less than 2 copies of the contract document shall be signed by the competent authority and the Contractor and one copy given to the Contractor (there would be no need of signing two copies if agreement is signed digitally).

- (a) For Zone contracts, awarded on the basis of the percentage above or below the applicable chapter(s) of Standard Schedule of Rates (SSOR) for the whole or part of financial year, the contract agreement required to be executed by the tenderer whose tender is accepted shall be as per specimen form, **Annexure-II**. During the currency of the Zone Contract, work orders as per specimen form **Annexure-III**, for works not exceeding ₹ 5,00,000 each, shall be issued by the Divisional Railway Manager / Executive Engineer under the agreement for Zone Contract.
- (b) For contracts for specific works, the contract document required to be executed by the tenderer whose tender is accepted shall be an agreement as per specimen form **Annexure- IV**.

**5.3 Applicable charges/recoveries/Advance etc:** Please refer to Annexure-XIII of Tender Document.

**5.4 Special Conditions of Contract for mandatory updation of Labour data on Railway's shramikkalyan portal by Contractor.**

**The special conditions are as under:**

- A. Contractor is to abide by the provisions of Payment of Wages act & Minimum Wages Act in terms of clause 54 and 55 of Indian Railways General Conditions of Contract. In order to ensure the same, an application has been developed and hosted on website [www.shramikkalyan.indianrailways.gov.in](http://www.shramikkalyan.indianrailways.gov.in). Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/updation of Portal shall be done as under:
  - a. Contractor shall apply onetime registration of his company/firm etc. in the Shramikkalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration on the portal within 7 days of receipt of such request.
  - b. Contractor once approved by any Engineer, can create password with login ID(PAN No.) for subsequent use of portal for all LOAs issued in his favour.
  - c. The contractor once registered on the portal, shall provide details of his Letter of Acceptances (LoA)/Contract Agreements on shramikkalyan portal within 15 days of issue of any LoA for approval of

concerned engineer. Engineer shall update (if required) and approve the details of LoA filled by contractor within 7 days of receipt of such request.

- d. After approval of LoA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment them on shramikkalyan portal on monthly basis.
- e. It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.

- B. While processing payment of any 'On Account bill' or 'Final bill' or release of Advances or Performance Guarantee/Security deposit, contractor shall submit a certificate to the Engineer or Engineer's representatives that I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramikkalyan portal at 'www.shramikkalyan.indianrailways.gov.in'till \_\_\_\_\_Month\_\_\_\_\_Year." (Rly. Board letter No. 2018/CE-I/CT/4 Dt. 17.10.2018).

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

- 5.5A Extension of Time in Contracts:** Subject to any requirement in the contract as to completion of any portion or portions of the works before completion of the whole, the Contractor shall fully and finally complete the whole of the works comprised in the contract (with such modifications as may be directed under conditions of this contract) by the date entered in the contract or extended date in terms of the following clauses:

- (i) **Extension due to Modification:** If any modifications have been ordered which in the opinion of the Engineer have materially increased the magnitude of the work, then such extension of the contracted date of completion may be granted as shall appear to the Engineer to be reasonable in the circumstances, provided moreover that the Contractor shall be responsible for requesting such extension of the date as may be considered necessary as soon as the cause thereof shall arise.
- (ii) **Extension for Delay not due to Railway or Contractor:** If in the opinion of the Engineer, the progress of work has any time been delayed by any act or neglect of Railway's employees or by other Contractor employed by the Railway under Sub-Clause (4) of Clause 20 of GCC or in executing the work not forming part of the contract but on which Contractor's performance necessarily depends or by reason of proceeding taken or threatened by or dispute with adjoining or to neighboring owners or public authority arising otherwise through the Contractor's own default etc. or by the delay authorized by the Engineer pending arbitration or in consequences of the Contractor not having received in due time necessary instructions from the Railway for which he shall have specially applied in writing to the Engineer or his authorized representative then upon happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer within 15 days of such happening, but shall nevertheless make constantly his best endeavours to bring down or make good the delay and shall do all that may be reasonably required of him to the satisfaction of the Engineer to proceed with the works. The Contractor may also indicate the period for which the work is likely to be delayed and shall be bound to ask for necessary extension of time.
- (iii) **Extension for Delay due to Railways:** In the event of any failure or delay by the Railway to hand over the Contractor possession of the lands necessary for the execution of the works or to give the necessary notice to commence the works or to provide the necessary drawings or instructions or any other delay caused by the Railway due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the contract or alter the character thereof or entitle the Contractor to damages or compensation therefor, but in any such case, the Railway may grant such extension or extensions of the completion date as may be

considered reasonable.

The Contractor shall indicate the period for which the work is likely to be delayed and shall seek extension of time as may be considered necessary under clause 5.5A(i) or/and 5.5A(ii) or/ and 5.5A(iii) above, as soon as the cause thereof shall arise and, in any case, not less than 15 days before the expiry of the date fixed for completion of the works. The Engineer shall consider the same and shall grant and communicate such extension of time as in his opinion is reasonable having regard to the nature and period of delay and the type and quantum of work affected thereby. No other compensation shall be payable for works so carried forward to the extended period of time; the same rates, terms and conditions of contract being applicable, as if such extended period of time was originally provided in the original contract itself. The non-submission of request for extension or submission of request within less than 15 days before the expiry of the date fixed for completion of the works, shall make him ineligible for extension under these sub clauses, subject to final decision of Engineer.

- 5.5B Extension of Time with Liquidated Damages (LD) for delay due to Contractor:** The time for the execution of the work or part of the works specified in the contract documents shall be deemed to be the essence of the contract and the works must be completed not later than the date(s) as specified in the contract. If the Contractor fails to complete the works within the time as specified in the contract for the reasons other than the reasons specified in Clause 1.1.49 and 1.1.49(A), the Railway may, if satisfied that the works can be completed by the Contractor within reasonable short time thereafter, allow the Contractor for further extension of time (Proforma at Annexure-XIV) as the Engineer may decide. On such extension the Railway will be entitled without prejudice to any other right and remedy available on that behalf, to recover from the Contractor as agreed damages and not by way of penalty for each week or part of the week, a sum calculated at the rate of Liquidity Damages as decided by Engineer, between 0.05% to 0.30% of contract value of the works for each week or part of the week.

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

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

**NOTE:** In a contract, where extension(s) of time have been allowed once under clause 5.5B, further request(s) for extension of time under clause 5.5A can also be considered under exceptional circumstances. Such extension(s) of time under clause 5.5A shall be without any Liquidated damages, but the Liquidated damages already recovered during extension(s) of time granted previously under clause 5.5B shall not be waived. However, Price variation during such extension(s) shall be dealt as applicable for extension(s) of time under clause 5.5B.

- 5.5C Bonus for Early Completion of Work:** In open tenders having advertised value more than Rs 50 crore and original period of completion 12 months or more, when there is no reduction in original scope of work by more than 10%, and no extension granted on either railway or Contractor's account, Contractor shall be entitled for a bonus of 1% for each 30 days early completion of work. The period of less than 30 days shall be ignored while working out bonus. The maximum bonus shall be limited to 5% of original contract value. The completion date shall be reckoned as the date of issuance of completion certificate by engineer.

**Applicability of part-II of GCC-2022:**

**“All Standard general Condition of Contract for use in connection with works contract will strictly be applied as per Part-II of Indian Railway Standard Conditions of contract( GCC-2022 i.e. Para 1 to 64(8) along with Annexures)”**

**SCOPE OF WORK & TENDER DRAWINGS**

1.	Scope of Work	Contract has been planned to execute Electrical work for Upgradation of Earthing and other protection system of Electrical assets over Moradabad division.
2.	Location of Work	Over Moradabad Division
3.	Approximate Cost	40833648.61
4.	Estimate No.	Elect/G estimate No.14 /Elect./26-27/MB Div amounting Rs. 44227910.00
5.	Allocation	(UWID: 050536253007)
6.	Period of completion	12(Twelve) Months.
7.	Definition of Similar Nature of Work to be considered for the above work	"Design, supply, installation, testing & commissioning of HT/LT network like HT/LT panel, Overhead distribution network, earthing, laying of HT/LT cable etc and associated electrical works."
8.	Cost of work similar in nature to be considered for this Tender.	<p>The Tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, last day of month previous to the one in which tender is invited:</p> <p>Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, OR Two similar works each costing not less than the amount equal to 40% of advertised value of the tender, OR One similar work each costing not less than the amount equal to 60% of advertised value of the tender.</p>
9.	Drawings and sketches duly approved by CA for the Tender	As per plan available with Divisional Office and with site Engineer.

**NORTHERN RAILWAY**  
**TENDER FORM (FIRST SHEET)**

**Tender No.: 22\_SrDEE\_G\_MB\_2026**

**Name of Work:** Electrical work for Upgradation of Earthing and other protection system of Electrical assets over Moradabad division.

**To,**

**The President of India  
 Acting through Sr. Divisional Electrical Engineer (G),  
 Northern Railway, Moradabad division**

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 Northern Railway, at the rates quoted in the attached bill(s) of quantities and hereby bind myself/ourselves to complete the work in all respects within **12 Months (Twelve Months)** from the date of issue of letter of acceptance of the tender.
2. I/We also hereby agree to abide by the Indian Railways Standard General Conditions of Contract, with all correction slips up-to-date and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by Railway in the annexed Special Conditions/Specifications, Standard Schedule of Rates (SSOR) with all correction slips up-to-date for the present contract.
3. A Bid Security of .....has already been deposited online/ submitted as Bank Guarantee bond. Full value of the Bid Security shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if:
  - (a) I/We do not submit the Performance Guarantee within the time specified in the Tender document;
  - (b) I/We do not execute the contract documents within seven days after receipt of notice issued by the Railway that such documents are ready; and
  - (c) I/We do not commence the work within fifteen days after receipt of orders to that effect.
4. (a) I/We am/are a Startup firm registered by ..... Department of Industrial Policy and Promotion (DIPP) and my registration number is ..... valid upto ..... (Copy enclosed) and hence exempted from submission of Bid Security.
5. We are a Labour Cooperative Society and our Registration No. is ..... with .....and hence required to deposit only 50% of Bid Security.
6. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.

**Signature of Tenderer(s)**

**Date** \_\_\_\_\_

**Address of the Tenderer(s)**

\_\_\_\_\_

**ANNEXURE-I (Contd. ...)**

**TENDER FORM (SECOND SHEET)**

S.N	Item Description	Item Details	Page No.
1	Name of the Tenderer		
2	Constitution of Tenderer 1 (Tick as applicable)	Sole Proprietor /Partnership Firm/ Pvt. Ltd Co./Public Ltd. Co./ JV/ Society /..... (any other)	
3	Act under which Tenderer is Registered	Company Act, Firm & Societies Act, Cooperative Societies Act, Income-tax Act, /..... (any other) etc.	
4	Registration details <sup>2</sup>		
5	PAN No. <sup>2</sup>		
6	GSTIN No. <sup>2</sup>		
7	Registered Address		
8	Communication Address along with Telephone, Fax and Email address		
9	In case of Joint Venture (JV), MoU and other details <sup>3</sup>		
10.	Details of Bank account on which payment shall be released		
a	Name of Bank, branch with IFS code		
b	Account type, Account No.		
c	MICR No.		
d	Partners of accounts in the bank <sup>4</sup>		

**Superscript Notes:**

1. Please submit the supporting documents demonstrating the status of Applicant / Tenderer as legal person corresponding to its constitution like certificate of incorporation along with Memorandum and Article of Association in case of Pvt./Public Ltd. Co., copy of partnership deed, Affidavit in case of sole proprietor etc. as the case may be.

2. Please submit the copy of the registration certificate as applicable, PAN card, GSTIN certificate should be enclosed.

Details of all the partners of the subject bank account need to be disclosed by the Tenderer on its letter head under the signature of person who is authorized to operate the subject bank account.



**TENDER FORM -3****POWER OF ATTORNEY FORMAT FOR AUTHORISED SIGNATORY**

(To be executed on non-judicial stamp paper of the appropriate value in accordance with Stamp Duty Act. The stamp paper should be in the name of the Firm / Company who is issuing the Power of Attorney in favour of Authorized Signatory).

**POWER OF ATTORNEY**

Know all men by these present, we . . . . . do hereby constitute, appoint and authorize Mr./Ms. . . . .  
 . . who is presently employed with us and holding the position of . . . as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the work of .....including signing and submission of all documents and providing information/ responses to Northern Railway representing us in all matters, dealing with Northern Railway in all matters in connection with our Tender for the said work.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us. Dated this. . . . . day of . . . . . 201...

Place:

(Signature.....,  
 Name & Designation in Block letters of  
 Person authorized to sign Power of Attorney  
 for and on behalf of the Applicant Tenderer)

Common Seal of Company

I accept.

(Signature of Authorized Signatory)  
 Name and Designation of AS

Notes:

- (a) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- (b) Please refer to Para.....of GCC Part-I for requirement of the Documents to be submitted in different cases of Tenderer being Sole Proprietor, Partnership, Private / Public Limited Company etc.
- (c) The obligations to Railway will not be affected by changes in the composition of the firm made subsequent to the opening of the tender / execution of the contract and / or grant of Revised Power of Attorney, if any, by the tenderer. However, changes in composition of the Firm and / or Revised POA should be promptly advised in writing to the Tender Issuing Authority / Contract Signing Authority as the case may be.

Witness 1:  
 Signature.....  
 Name.....  
 (In Capital)  
 Address.....

Witness 2:  
 Signature.....  
 Name.....  
 (In Capital)  
 Address.....

**DETAILS OF WORKS COMPLETED OR SUBSTANTIALLY IN LAST 7 FINANCIAL YEARS i.e.  
.....ONWARDS TO ADJUDGE TECHNICAL ELIGIBILITY**

**(All figures in Rs Lacs)**

SN	Name of the Work <sup>1</sup>	Final cost of Completed work	Actual Date of Completion	Name & Nature of the Firm <sup>2</sup>	Completion Certificate <sup>3</sup> at Page	%age of the <sup>4</sup> Tenderer	Amount for Technical eligibility 7=6x2
1		2	3	4	5	6	7=6x2

**SEAL AND SIGNATURE OF THE TENDERER**

**Superscript Notes:**

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

Three similar works costing not less than the amount equal to 30% of advertised value of tender, or  
Two similar works costing not less than the amount equal to 40% of advertised value of tender, or  
One Similar work costing not less than the amount equal to 60% of advertised value of tender.

2. Letter of Acceptance issued by Competent Authority in favour of Name of the firm who had executed the work duly stating Name & cost of the Work, Original Date of Completion etc., against which the completion/Experience certificates have been attached with the tender document, must be enclosed.
3. Completion Certificate issued by Competent Authority in favour of Name of the firm who had executed the work duly stating Name & Final cost of the Work, Date of Completion etc. must be attached. No printed Document like annual report etc. should be attached with Tender Document.
4. Please go through the Annexure-VIII. If Work was executed jointly with other Firms, amount for credentials will be considered as per applicable percentage (%age).
5. All Documents must be submitted along with the Tender failing which the claimed credentials as above will not be considered at the time of evaluation of Tender. It.

Each Bidder must fill in this form separately:

NAME OF BIDDER:

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)**

**TENDER FORM -5****BILL OF QUANTITIES:**

**Name of Work:- Electrical work for Upgradation of Earthing and other protection system of Electrical assets over Moradabad division.**

S.N.	Description	Qty	Unit	Average Rate with GST @ 18% (Rs.)	Total Amount including GST @ 18% (Rs.)
	<b>Schedule-A: Electrical work for Upgradation of Earthing and other protection system of Electrical assets over Moradabad division. Note:- Rates advertised are inclusive of GST.</b>				
1	Earthing with 40mm dia. GI pipe class 'B' , 3 meter long, earth electrode as per IS:3043 (latest version) to achieve earth resistances less than 5 ohms including construction of masonry enclosures with hinged cover plate of cast iron/RCC(Heavy Duty with lifting arrangement) with locking arrangement as required (Outer hole size: 450XmmX450mm and Cover plate(CI/RCC) size:300mmX300mm) on top, provision of earth plate, connections from earth electrode to switch gear/pole as per technical Specification/I.E. Rule.	4500	Jobs	3052.57	13736565.00
2	Supply and recessing/fixing on surface of 6 SWG GI wire conforming to IS: 280/2006 (Latest Version) for loop earthing as required for earthing of installation as per IE Rule.	16099	Mtrs.	8.25	132816.75
3	Supply, installation, testing and commissioning of Maintenance Free Earthing.	300	Nos.	18851.54	5655462.00
4	Earthing with 600x600x3 mm thick copper plate earth electrode as per IS : 3043 ( latest version ) to achieve earth resistance less than 1 ohm including construction of masonry enclosure with hinged cover plate of cast iron with locking arrangement ( Approximate size 600x600 mm. on top, watering pipe, connections from earth plate to top with 40x6 mm. copper strip in 50 mm. dia GI pipe class ' B ' provsion of earth plate as per drawing and technical specification.	244	Nos.	5389.83	1315118.52
5	Connections with 40x6 mm. copper strips in 50 mm dia GI pipe class ' B ' 300 mm. deep in ground / recessing in floor from earth electrode to equipment as per site requirement as per drawing and technical specification including supply of material complete in all respect.	3720	Mtrs.	444.51	1653577.20
6	Supply and fixing of RCCB 2P 25A 30mA with metal enclosure. RCCB and metal enclosure should be of same make of reputed manufacturer and as per tech. spec.	5500	Nos.	2433.88	13386340.00

7	Fabrication, supply and erection of Fencing around the high mast in square shape size 2MX2M and height 1.5 M from ground level fabricated from MS angle size 40x40x6 mm, MS flat size 40x6 mm AND WIRE MESH MADE OF 8 SWG wire and 1M wide hinged type lockable door as per drawing approved by Railway including grouting, CC platform around the high mast 0.30 M above ground level and painting etc. and as per technical specification.	154	Jobs	7161.48	1102867.92
8	Connections with GI strips in 300 mm deep in ground / recessing in floor clamping in trenches of sub-station by grouting clamps manufacture with MS sheet 14 SWG from Earth electrode strip to HT Panel/LT Panel/AMF Panel /Transformer/ DG Set etc. as per approved drawing and technical specification including supply of material size ( 2 Nos. 40 x 5 mm. or 40 x 10 mm )	850	Mtrs.	149.64	127194.00
9	Supply and laying of GI strip of size 25x3 mm to connect earthing station to different appliances/poles/transformer/MDB etc	1540	Mtrs.	56.40	86856.00
10	Earthing with 600x600x3 mm thick GI plate earth electrode as per IS : 3043 ( latest version ) to achieve earth resistance less than 1 ohm including construction of masonry enclosure with hinged cover plate of cast iron with locking arrangement ( Approximate size 600x600 mm. on top, watering pipe, connections from earth plate to top with 40x6 mm. GI strip in 50 mm. dia GI pipe class ' B ' provision of earth plate as per drawing and technical specification.	48	Nos.	3325.70	159633.60
11	Supplying, erecting & commissioning 4 pole RCCB 63A, electromagnetic type with 30/100/300 mA sensitivity with earth leakage trip indication complete as per specification.	515	Jobs	2724.70	1403220.50
12	Supply, erection and marking 2P RCCB 32A, 30 mA in provided distribution board as per specification.	660	Nos.	1718.95	1134507.00
13	Supply, installation, connecting, testing and commissioning of RCCB 32 A, TPN RCCB 30mA breaking capacity.	50	Nos.	3614.89	180744.50
14	Supplying, erecting & commissioning 2 pole RCCB 16/25A, electromagnetic type with 30 mA sensitivity with earth leakage trip indication complete as per specification with Metal enclosure.	353	Mtrs.	2087.44	736866.32
15	Supplying, erecting & commissioning 2 pole RCCB 40A, electromagnetic type with 30 mA sensitivity with earth leakage trip indication complete as per specification.	10	Nos.	2187.93	21879.30
	<b>Total</b>				<b>40833648.61</b>

**Note**

1. The quantities shown above are approximate & subject to variation according to actual requirement to Railways. No claim on this account will be entertained by Railway Administration.
2. The item wise break up of above schedule is attached for guidance to tenderer for estimated rates and quantity of each item involved in the work.
3. The contractor shall Complete the work within **12 months** from issue of LOA.
4. If any minor item which are not specified in the scope of work/schedule of rates and required for

completeness of job, shall be provided by the firm.

5. The tenderer will be required to visit the site at his own expenses by prior appointment with Sr. DEE/G/MB or his authorized representative and ascertain himself for local conditions, storage facilities, extent of work and other limitations. Railway transport or any sort of transport facility will not be provided from Railway side in connection with execution of this work.
6. The contractor may go through all specifications and conditions mentioned in PART-II and PART III of Tender Documents before submitting their offer.
7. Competent authority reserves the right to accept/cancel/delete any item from schedule and or accept partial/full quantity of any item without giving any reason.
8. As per needs item may be changed anywhere in Moradabad Division with the approval of competent authority. No extra payment will be made.
9. The contractor will give documentary proof to show that all the spares required are genuine.
10. The advertised rates are including GST @ 18%. Bidder should quote the rates considering the rate of GST applicable. Carefully read the Clause 3.0 'Care in submission of Tenders' of PART-I of Tender Document regarding GST.

**PART-II****Technical Specification****Section-I****(c) GENERAL CONDITIONS**

- (i) All the works shall be carried out in general in accordance with relevant IS code of practice and IE rule in practice in accordance with special condition of contract part III specification.
- (ii) All the tools & equipment required during execution of the work shall be arranged by the contractor.
- (iii) All the safety precautions for men and material working within Railway premises should be taken by the contractor. The contractor shall be responsible in all respect, if any of their workmen meets with an accident due to non-observation of the safety precautions. Tenderer shall indemnify Railway against any or all claims which may arise because of any reason under any circumstances / incident / accident.
- (iv) The work shall be planned by the contractor in consultation with consignees of work.
- (v) The Railway shall not be responsible for any loss or damage to contractor material / equipment, tools and plants etc. from any cause what so ever.
- (vi) The works shall be carried out to the full satisfaction of authorized representative of Sr.DEE/G/MB.
- (vii) To and fro transportation, loading and unloading of T&Ps and material from the firm's works place to Railway site shall be arranged by the contractor.
- (viii) Railway reserves the right to reject all or any tender without assigning any reason thereof or relax or change any of the conditions / specifications stipulated in the tender.
- (ix) The contractor shall intimate inspection program of the work in advance. The equipments / instruments required for checking at site or in office place shall be arranged by the contractor.
- (x) If there are varying or conflicting provisions in the documents forming part of the contract, Sr.DEE/G/MB shall be deciding authority with regard to the intentions of the provisions and decision shall be final and binding to the contractor.
- (xi) Any minor item which is not included in description of SOR but required to complete the work of that SOR item has to be provided by the firm and no extra payment will be made for this.
- (xii) If any damage is caused to building, road etc. civil work during execution of work, it shall be responsibility of the contractor to repair and make good the loss properly at his own cost to the satisfaction of the Railway Administration/representatives.
- (xiii) These technical specifications are detailed to meet the desired quality of work. however, in case of any ambiguity / typographical mistake, necessary clarification may be collected from Sr.DEE/G/MB office before tender opening till completion of work. The decision of Sr.DEE/G/MB office is binding and final in nature.
- (xiv) The work shall be carried out in the best workmanship and any defects in the work of changed in the design as per site conditions are pointed out by the inspecting authority shall be carried out by the contractor within the tendered rates.
- (xv) In case of any dispute, regarding work the decision of the Sr. Divisional Elect. Engineer will be final and binding to the contractor.
- (xvi) If any damage is caused to the building as a result of execution of work, it shall be responsibility of the contractor to repairs and make good the loss properly at his own cost to the satisfaction of the Railway Administration/representatives.
- (xvii) All the earth works debris shall be removed daily after execution of the day work and throw outside the Railway premises by the contractors at his own cost and labour.
- (xviii) No part of the work can be got executed by the other agency except by the staff of contractors.
- (xix) Any defects /discrepancy pointed out to the contractor during site inspection shall be rectified by the contractor at his own cost.
- (xx) The tenderer shall responsible for obtaining the approval of local authority i.e. CPWD /state authority etc. and also pay all necessary charges for road cutting etc for cable laying.
- (xxi) The site of work is at various locations over Moradabad Division.

- (d) **RELEASED MATERIAL:** The ownership of defective components/parts and items released are that of the Railways and to be deposited in store of SSE/Elect/G.

**Inspection Clause :-** All the equipment's and material shall be of best quality and will be tested / inspected by the Sr.Divisional Electrical Engineer/G or his authorized representative or RITES representative at manufacture premises/work site as decided by Sr. DEE/G/MB. If the contractor uses any equipment's materials without the prior approval of Railways these are liable to be rejected. The Railway/RITES representative may visit manufacturer works at all reasonable time to witness and inspect the testing of equipments/material. Any reasonable delay in inspection will be reasonable ground for extension of time for completion of the work.

If required as per inspecting authority Routine and Acceptance Tests shall be conducted by firm in presence of purchaser's representative/Inspecting Officer. Contractor shall furnish three copies of manufacturer's routine and acceptance tests certificates.

### **Section – II**

Each work has its own particular requirements. Engineer in-charge will be responsible for successful execution of work as per technical specifications.

- i. All electrical works should comply with Indian Electricity Act 2003 and Indian Electricity Rules 1956.
- ii. All electrical installations works shall conform to relevant Indian Standard Code of Practice and carried out as per relevant safety Code of Practices, Guide for Safety Procedures in Electrical Work as per I.S. 5216/Pt.I& II/1982 shall be observed.
- iii. All components used in installation shall be of appropriate ratings of voltage, current and frequency.
- iv. All minor items viz. hardware items, foundation bolts, termination lugs for electrical connections etc. as required and necessary for proper working of the equipment shall be deemed to have been included in the tender, whether such items are specifically mentioned in the tender documents or not.
- v. The work shall be carried out under the supervision of the Railway Engineer.
- vi. The tenderer must inspect the site thoroughly before quoting rates, later on no claim shall be accepted in connection with inspection of site.
- vii. The cost of HT/LT Cable consumed during testing shall be borne by the Works Contractor.

### **EXPLANATORY NOTES TO SCHEDULE**

**Item-1:-** Earthing shall be in conformity to IS 3043/1987 (Latest Version). Excavation shall be done complying with code of safety as per IS 3764/1992 (Latest Version).

The price includes Supply, Installation, Testing & Commissioning of GI Pipe Earthing to achieve earth resistance less than 5 Ohms. The earth system shall conform to IS: 3043 (latest version). The earthing electrode shall be made of G.I. pipe of 40mm dia medium class, (Class B), ISI marked conforming to relevant IS. 3.0 meter long earth electrode tapered at the bottom with holes of 12mm dia drilled not less than 75mm from each other upto 2 meters of length from the bottom. The pipe electrode shall be buried in the ground. A funnel with mesh shall be provided on top of this pipe for watering the earth. The watering funnel attachment shall be housed in the masonry enclosure. The thickness of GI pipe used as earthing electrode shall be 3.2 mm thick as per IS 1239 Latest specification and tolerance. The top of pipe electrode shall be housed in a masonry enclosure. The covers of masonry enclosures for electrode shall be hinged type made of Cast iron with proper locking arrangement. The location of earth electrodes shall be fixed in consultation with Railway authority. Earth resistance shall be reduced by artificial chemical treatment of the soil with sodium chloride (common salt) mixed with soft coke or charcoal in suitable proportion in layers of 150mm. Galvanized/tinned bolts, nuts and washers as required shall be provided with pipe electrode to connect earthing lead (GI wire/Strip).

An earth plate of 16 SWG MS Sheet of size 200mm x 250 mm duly painted with black enamel and duly well stencilled with white enamel paint shall be fixed a conspicuous location near each earth electrode.

1. Earth No. \_\_\_\_\_
2. Individual resistance \_\_\_\_\_ ohm.
3. Overall resistance \_\_\_\_\_ ohm
4. Tested on date \_\_\_\_\_

**Item-2:-** This item shall be in conformity to IS 5613/Pt I sec I&II/1985 or Latest Version. G.I wire shall conform to relevant IS and shall be ISI marked.

### **Technical Particular of GI wire**

Size ( dia )	6 SWG
Tolerance of size	The tolerance on nominal diameter at any section of the wire shall not exceed plus minus 2.5%. further the



	maximum difference between the diameters at any two cross sections of wires shall not exceed 2.5%.
I.S. Specification	IS-280/2006 IS-7887/ 1975, IS-4826/1979 or the latest version thereof
Type of galvanizing	Hot dip heavy coating
IS for Zinc Coating	IS-4826/ 1979 or the latest version thereof
Tensile Strength	550-900 MPa
Chemical composition	As per IS-7887/1975 Carbon 0.23% max Sulphur 0.55% max, Phosphorus 0.055% max.

### Item-3:- Maintenance Free Earthing

#### 1.0 Scope of Work:

This Specification covers Installation, Testing and Commissioning of Maintenance Free Earth Electrode and its component, to achieve earth resistance less than 1 Ohm. The purpose of this specification is to provide guide lines for latest and long lasting earthing system for various application to meet Rules 51 & 61 of Indian Electricity Rule – 1956. This specification covers in detail the component to be used and the procedure for constructing the pit for maintenance free earthing system. The main purpose of using this new technology is to ensure that the resistance between the earth electrode and the equipment is nearly zero, consistently throughout the year. The earth electrode shall not rise the temperature, deforms the chemical characteristic of Earth enhancing material and soil under normal and during faulty currents flow. It is also required that the earth resistance shall not vary during the flow of faulty current and allow to drain the faulty/leakage current.

**2.0 Reference :** This Specification requires the reference to the following documents.

- IS 3043 -1947 : Code of practice for earthing.
- IE Rule 1956 With Latest Amendments.

#### 3.0 Objective :

Earthing is a essential part of any electrical installation which provides safety to human as well as electrical machines/equipment. At present conventional type earthing system are provided for various application. Due to presence of salts and acidic media, corrosion is comparatively much faster and conductor gets corroded very fast, further increased soil resistivity & fluctuating earth resistance, also hamper the performance of earthing system. So there is need to develop maintenance free, corrosion free, fluctuation free & less ohmic value earthing system. The purpose of this is to ensure that in general, all parts of apparatus other than live parts, shall be at earth potential as well as to ensure that operators and users shall be at earth potential at all times. Thus the purpose of the earthing is to save human being from electrical shock and safe working in Electrical installation in any fault condition due to leakage of currents.

#### 4.0 Application :

- Transmission and distribution System.
- Substation & Generators.
- Transformer Neutral Earthing.
- Pumping Installation.
- Lightning Arrester Earthing.
- Computers & data processing centres etc.

#### 5.0 Earth Resistance :

The value of Earth resistance at earth BUS Bar should be less than 0.5  $\Omega$ .

#### 6.0 System Earthing And Equipment Earthing:

Earthing associated with current carrying conductor is normally essential to the security of the system and is generally known as system earthing. While earthing of non current carrying metal work and conductor is essential to the safety of human life, animal and property and is generally known as equipment earthing.

#### 7.0 Technical features of Earthing Installation:

- 7.1 The Value of Earth Resistance should be less than 1  $\Omega$  for single earth installation.
- 7.2 Electrode & Chemicals should be corrosion free.
- 7.3 Least fluctuation of ohmic value.
- 7.4 Galvanization should be adequate i.e. thickness 80 to 100 micron.
- 7.5 Practically no need to maintain i.e. maintenance free (Fit & Forget).
- 7.6 The system should be of “Dual Pipe Technology”.
- 7.7 Pit size should be of the order of 5 feet  $\times$  5 feet  $\times$  10 feet.

- 7.8 The electrode shall be of 3 meter in length with the outer pipe of 80 mm diameter & inner pipe of 50 mm diameter dully tested & certified by CPRI.
- 7.9 The chemical earth electrode should be tested in CPRI for Peak & RMS Currents.
- 7.10 The chemical earth electrode shall be surrounded by resistance lowering grounding minerals to increase the overall conductive surface area in order to lower the ohmic value and also to minimize the corrosion process.
- 7.11 The Earth electrode should be able to carry the peak short circuit withstand current of minimum 50 kA and dully tested & certified by CPRI.
- 7.12 Resistance lowering grounding material should be electrolytic gel of highly conductive. It should be made of natural components (graphite, minerals etc.), it absorbs the moisture from surrounding soil & is non corrosive.
- 7.13 To improve the overall efficiency of the earthing system, 5 litres of Enhancer liquid should be added at appropriate intervals during the time of installation.
- 7.14 The packing material for one pit should be 75 Kg.

### 8.0 Earth Electrode:

The earth electrode is the component of the earthing system, which is in direct contact with the ground and thus provides a means of releasing or collecting any earth leakage currents. The material should have good electrical conductivity and should not corrode in a wide range of soil conditions. Copper or Galvanised steel is generally the preferred material.

- 8.1 Primary conductor diameter 25/40 mm pipe ISI marked as per IS 1239 with addition of 15 micron galvanization and length of pipe not less than 3000 mm. The surface area of Primary conductor pipe should not be less than 23500 Square mm.
- 8.2 Secondary Conductor diameter 50/60/80 mm pipe ISI Marked as per IS 1239 with addition of 15 micron galvanization and length of pipe not less than 3000 mm. The surface area of Primary conductor pipe should not be less than 470000 Square mm. An additional coating of 30 to 40 micron EC grade copper should be applied on the outer surface for better corrosion protection and enhancing the life of earthing system.
- 8.3 Crystalline Conductive mixture: To be filled between the annular space between two co-axial pipe and inside inner pipe as well. Crystalline Conductive mixture to be injected in the electrode assembly. It is a combination of high conductivity material alloys such as copper & aluminium powder, conductive carbon and bonding materials etc. mixed in different proportion. The mixture is forced (Pressurized) filled inside the earth electrode in the paste form and after solidification of the same, the cap is placed. The metal alloys helps in conducting the current and conductive carbon gives anti corrosive property.
- 8.4 X-Ray quality welds: For all joints the welds should be X-Ray quality.
- 8.5 Its surface shall be clean and free from any visible oxide layer or foreign material.
- 8.6 Current Carrying capacity : The design of the electrode should be such that it is able to carry minimum 20 kA (for 10 sec) current with test certificate from Central Power Research Institute or any Govt. Laboratory.
- 8.7 Corrosion test: It should be as per IS 2119. Salt spray test for analysis of effect of corrosion for the specific design be done through reputed testing lab, preferably 500 Hrs of salt spray test or more is required.
- 8.8 Life cycle analysis: Life cycle analysis against corrosion protection for the design should be done through reputed test lab & copy of test report to be enclosed with the tender.

### 9.0 Earthing Conductor :

- 9.1 A copper bus bar of size 200mm×25mm×5mm to be installed in the equipment room and with preferably a copper conductor of 25mm×3mm or 6 mm<sup>2</sup> suitable length bare copper wire from instrument to the BUS BAR. The connecting terminal of the earth electrode to the BUS BAR must be connected by copper strip of 25mm×3mm />6mm<sup>2</sup> bare solid copper conductor of suitable length buried inside a trench of 300mm width × 600mm depth (from the earth pit to the nearest well). However, it shall be ensured that only minimum required length is used and any extra length is cut away to keep the earth impedance minimum.
- 9.2 It shall be highly conductivity copper. The maximum specific resistance of the copper strip earthing conductor shall be  $17.241 \times 10^{-7}$  Ohm-cm at 200C.
- 9.3 It shall be connected to earth electrode with the help of two rivets or nut bolt as suitable and to earth BUS BAR with welding.

### 10.0 Packing / Backfill Material/ Soil Enhancer Earthing Compound:

- 10.1 It should have low resistivity preferably below 10 ohm meter.
- 10.2 It should be a little alkaline in nature with pH value >07 but <10, test certificate be provided for composition so designed.

- 10.3 It should have better hygroscopic properties to absorb moisture.
- 10.4 It should have capacity to have >10% moisture at 1050C. Test certificate from reputed labs to be submitted for the composition so designed.
- 10.5 It should have water solubility less than 5%, test certificate from reputed labs to be submitted for the composition so designed.
- 10.6 It should be Eco-friendly and containing natural curing clays.
- 10.7 The Soil enhancer Earthing compound shall be in fine powder form free from lumps and moisture.
- 10.8 It shall contain minimum 70% carbon.
- 10.9 Its maximum specific resistance shall be  $30 \times 10^{-6}$  Ohm -cm.
- 10.10 Its bulk density shall be 1.3 – 1.95 gm/cm<sup>3</sup>.
- 10.11 In all cases back fill medium must be non corrosive, be of a relatively small particle size and should, if possible, help to retain the moisture. The soil should have a pH value between 6.0 (acidic) and 10 (alkaline). Normal, stiff clay is not a suitable backfill as, if heavily compacted, it may become almost impervious to water and could remain relatively dry. It may also form large lumps, which do not consolidate around the rod. Material, which should not be used as back fill, includes sand, coke – breeze, cinders and powder –station ash, many of which are acidic and corrosive. Normally the excavated soil shall be used if it free from sand gravel and stones. In cases the excavated soil contains sand gravel and stones lines be removed by appropriate methods such as hand picking sieving etc. small proportion of sand in the soil may be permissible. If the excavated soil contains sand, gravel and stones in large proportion and it is not feasible to remove these economically, good quality soil from other place may be used for backfilling. While back filling the soil shall be thoroughly compacted with at least 5 Kg compactor. In case the soil is dry, small quantity of water may make the soil muddy which is not suitable for compacting and after drying the soil may contain voids which may permanently increase earth resistance.

#### 11.0 Construction of Unit Earth :

- 11.1 Make 5feet × 5feet × 10feet earth pit (expect in Rocky soil).
- 11.2 Sieve the soil digged and remove the gravells and stones. If soil quilty is good (without murum and rocks) then add some quantity of packing material in the soil for using as back fill.
- 11.3 If the soil seems unusable (containing large quantity of gravel, stones, murum, sand etc.) then replace the soil with black cotton soil.
- 11.4 insert the electrode at the center of the earth pit and arrange to keep it vertical in the pit.
- 11.5 Arrange for water supply for the earth pit.
- 11.6 Fill the pit with the back fill and keep on adding the packing material surrounding the electrode and simultaneously watering the pit.
- 11.7 The procedure to be repeated till completion of the filling of the earth pit along with the packing material and sufficient watering adequate ramming.
- 11.8 The pit should be very compactly rammed and watering for 2-3 days and addition of soil if required be done.
- 11.9 Make trench of 600mm depth × 300mm wide from the earth pit to the nearest point of the connection.
- 11.10 Connect the copper tape / bare copper solid conductor (06mm thickness) to the connection terminal of the electrode and lay the copper tape and fill up the trench properly. Connect to the BUS bar.
- 11.11 Construct earth pit with cover for the installation.
- 11.12 Measure the earth resistance as per IS 3043/1987 Code of practice.
- 11.13 If less resistance is required Than multiple earth can be constructed and interconnect. Distance between earthing electrode should not be less than the length of earth electrode. Combined earth resistance can be calculated as :

$$\frac{1}{R_{eq}} = \frac{1}{R_1} + \frac{1}{R_2} + \frac{1}{R_3} + \dots$$

where Req.=Equivalent Earth Resistance  
R1, R2, R3, ..... = Individual Earth Resistance.

#### 12.0 Earth pit Chamber & Cover :

This shall be square shaped frame of 450 (±10) mm × 450 (±10) mm size made from 25 (±3) mm × 25 (±3) mm × 3 (±0.5) mm mild steel angles welded at corners and with 4(±1) mm dia ribbed mild steel rods. Welding shall be sufficiently strong. The welded mild steel angle frame with rods shall be supplied in the set and masonry work shall be done during installation by installation agency.

- 13.0 **Marking:** Following information shall be legibly marked on the earth pit. The marking shall be clear, distinct and visible to the naked eyes from a distance of about one meter, the size of marking shall be minimum 25 mm.

- Specification No.
- ER Values with dates.

- 14.0 Test report & drawings :** The tenderer will submit the documents shown in clause No. 10 and CPRI test report of earthing electrode and chemical used with this. The tenderer will also submit the essential drawings of earthing system complete.
- 15.0 FREE SERVICE:-** Supplier shall agree to do free servicing of Earthing electrode & chemical used during guarantee / warrantee period. Any fault occurring in it during guarantee period shall be attended and rectified within the time frame given by the Railways.
- 16.0 DEVIATION:-** Deviation from any of the clauses of the above specification shall be clearly indicated in the offer, otherwise it will be presumed that the offer is strictly as per this specification.
- 17.0 WARRANTY:** The manufacturer shall warranty the material covered by this specification to be free from defects in design, material and workmanship under ordinary use and service this obligation under this warranty being limited to replace free of cost those parts which part shall be found defective within 05 year after installation & commissioning. This warranty shall not apply to any component which shall have been repaired are altered in any way by any one other than the manufacturer or its representative. The tenderer has to give the earthing system's expected life minimum 15 to 20 years.

#### 18.0 Questionnaire:

(To be filled by tenderer)

	DESCRIPTION	TENDER SPECIFICATION	TENDERER'S OFFER
19.0	Earthing Electrode type	GI or Copper	
19.1	Length of electrode	3000 mm	
19.2.0	Outer pipe.	Galvanisation 80 to 100 micron.	
19.2.1	Outer pipe.	Thickness of pipe- 3.25 mm to 3.65 mm or more.	
19.2.2	Outer pipe.	Outer shell diameter-50 mm to 80 mm or more.	
19.3.0	Inner pipe.	Galvanisation 200 to 300 micron.	
19.3.1	Inner pipe.	Thickness of pipe- 3.25 mm or more.	
19.3.2	Inner pipe.	Inner shell diameter-25 mm.	
19.4	Value of probable Earth resistance per electrode.	Tenderer to be specify.	
19.0	Brand, Name & Quantity of Chemical used as moisture booster around the outer shell pipe.	Quantity should not less than 50 Kg and Tenderer to be specify Brand, Name & Quantity.	
19.1	Quantity of Chemical used as moisture highly conductive compound in between both pipes.	Tenderer to be specify Brand & Name.	

**Item-4:-** Price shall cover Earthing with 600x600x3 mm thick copper plate earth electrode as per IS : 3043 ( latest version ) to achieve earth resistance less than 1 ohm including construction of masonry enclosure with hinged cover plate of cast iron with locking arrangement ( Approximate size 600x600 mm. on top, watering pipe, connections from earth plate to top with 40x6 mm. copper strip in 50 mm. dia GI pipe class ' B ' provision of earth plate as per drawing and technical specification & site requirement. This item shall be in conformity to IS 3043/1987 (Latest Version). Excavation shall be done complying with Code of Safety as per IS 3764/1992.

**Item-5:-** Price shall cover connections with 40x6 mm. copper strips in 50 mm dia GI pipe class' B' 300 mm. deep in ground / recessing in floor from earth electrode strip to neutral of transformer / alternator as per drawing and technical specification including supply of material complete in all respect.

**Item-6:-** Price Shall cover supply, fixing, electric connection, installation, testing & commissioning with metallic enclosure (RCCB and metal enclosure should be of same make & reputed manufacturer) of RCCB 25A (DP) -AC type 240V, 50 Hz with 10 KA short ckt withstand capacity with 30mA leakage current, confirming to IEC-61008 or IS 12640-I with latest amendments and correction slips., Fixing as per site requirement with well surface finish. Necessary electrical connections should be made using thimble / P G Clamp /Nut & bolt / metallic gland of suitable size. All materials required during execution of work to be supplied by firm. Material supply should be of reputed make should confirm to relevant IS or equivalent international standard. Decision of Railway administration over the standardization & make of the material will

be final.

Standard	IS 12460 Part 1/IEC 61008-1
Type	AC
Rated Current	25Amp
Sensitivity	30mA
Rated Voltage	220-240V
Rated Insulation Voltage	500V higher
Rated Frequency	50/60 Hz
Conditional Short –circuit capacity	10kA
Electrical/Mechanical (No. of Operations)	Minimum 10000
Mounting	DIN rail
Degree of Protection	IP 20

**Item7:-** Price Shall cover Fabrication, supply and erection of Fencing around the high mast in square shape size 2MX2M and height 1.5 M from ground level fabricated from MS angle size 40x40x6 mm, MS flat size 40x6 mm AND WIRE MESH MADE OF 8 SWG wire and 1M wide hinged type lockable door as per drawing approved by Railway including grouting, CC platform around the high mast above 0.30 M above ground level and painting etc.

**Item-8:-** Price shall cover Connections with GI strips in 300 mm deep in ground / recessing in floor clamping in trenches of sub-station by grouting clamps manufacture with MS sheet 14 SWG from Earth electrode strip to HT Panel/LT Panel/AMF Panel /Transformer/ DG Set etc. as per approved drawing and technical specification including supply of material size ( 2 Nos. 40 x 5 mm. or 40 x 10 mm ).

**Item-9:-** This item is for connecting earthing station to different appliances/ transformer/MDB etc. The items shall be of hot dip galvanized with minimum Galvanization thickness 80 micron having clear surface such as removing/clearing burr etc. The price shall cover supply and laying of GI strip of size 25 x 3 mm for earthing with proper fixing arrangement in approved manner as per site engineer/engineer representative. The material should be of best quality suited for the site requirement.

**Item-10:-** Price shall cover earthing with 600x600x3 mm thick GI plate earth electrode as per IS : 3043 ( latest version ) to achieve earth resistance less than 1 ohm including construction of masonry enclosure with hinged cover plate of cast iron with locking arrangement ( Approximate size 600x600 mm. on top, watering pipe, connections from earth plate to top with 40x6 mm. GI strip in 50 mm. dia GI pipe class ' B ' provision of earth plate as per drawing and technical specification. This item shall be in conformity to IS 3043/1987 (Latest Version). Excavation shall be done complying with Code of Safety as per IS 3764/1992.

**Item-11:-** The work involves supplying, erecting, testing, and commissioning of a 4-pole RCCB of 63A rating, electromagnetic type, having earth leakage sensitivity of 30 mA/100 mA/ 300mA with trip indication. The RCCB shall be conforming to IS 12640 (Part 1):2016 / IEC 61008-1 standards, suitable for operation on a single-phase 230 V AC, 50 Hz supply system. The device shall provide effective protection against earth leakage, electric shock, and fire hazards arising due to insulation faults, by automatically disconnecting the circuit when the residual current exceeds 30 mA/100mA/ 300mA. The RCCB shall be of electromagnetic type, ensuring consistent performance even under fluctuating voltage and frequency conditions. It shall have a short-circuit withstand capacity up to 10 kA (with upstream protection), electrical/mechanical endurance of minimum 10000 operations. The device shall have a clearly visible ON/OFF indication, test button (T) for functional verification, and trip indication window for easy fault identification. The work includes proper fixing and wiring of the RCCB on the existing distribution board or suitable enclosure, using appropriate mounting hardware, terminations with crimped lugs, and ferrules. After installation, the RCCB shall be tested for correct tripping operation using the test button and by simulating leakage conditions to ensure full functionality. The entire installation shall be neatly executed, properly labeled, and carried out under the supervision of the Engineer-in-charge.

**Item-12:-** The work involves supplying, erecting, testing, and commissioning of a 2-pole RCCB of 32A rating, electromagnetic type, having earth leakage sensitivity of 30 mA with trip indication. The RCCB shall be conforming to IS 12640 (Part 1):2016 / IEC 61008-1 standards, suitable for operation on a single-phase 230 V AC, 50 Hz supply system. The device shall provide effective protection against earth leakage, electric shock, and fire hazards arising due to insulation faults, by automatically disconnecting the circuit when the residual current exceeds 30 mA. The RCCB shall be of electromagnetic type, ensuring consistent performance even under fluctuating voltage and frequency conditions. It shall have a short-circuit withstand capacity up to 10 kA (with upstream protection).The device shall have a clearly visible ON/OFF indication, test button (T) for functional verification, and trip indication window for easy fault identification. The work includes proper fixing

and wiring of the RCCB on the existing distribution board or suitable location as per site requirement as instructed by site in charge, using appropriate mounting hardware, terminations with crimped lugs, and ferrules. After installation, the RCCB shall be tested for correct tripping operation using the test button and by simulating leakage conditions to ensure full functionality. The entire installation shall be neatly executed, properly labeled, and carried out under the supervision of the Engineer-in-charge.

Standard	IS 12460 Part 1/IEC 61008-1
Type	AC
Rated Current	32Amp
Sensitivity	30mA
Rated Voltage	220-240V
Rated Insulation Voltage	500V higher
Rated Frequency	50/60 Hz
Conditional Short –circuit capacity	10kA
Electrical/Mechanical (No. of Operations)	Minimum 10000
Mounting	DIN rail
Degree of Protection	IP 20

**Item-13:-** Price shall cover supply, fixing, electric connection, installation, testing & commissioning of RCCB 32 Amp.( TPN)- 30mA, 50Hz in TPN DB. RCCB s shall conform to IEC-61008 or IS 12640-I with latest amendments and correction slips.

Standard	IS 12460 Part 1/IEC 61008-1
Type	AC
Rated Current	32Amp
Sensitivity	30mA
Rated Voltage	415 V
Rated Insulation Voltage	500V or higher
Rated Frequency	50/60 Hz
Conditional Short –circuit capacity	10kA
Electrical/Mechanical (No. of Operations)	Minimum 10000
Mounting	DIN rail
Degree of Protection	IP 20

**Item-14 & 15:-** Price shall cover supply, fixing, electric connection, installation, testing & commissioning of 2 pole RCCB 16/25/40 A, electromagnetic type with 30 mA sensitivity with earth leakage trip indication complete as per specification with Metal enclosure or as per site condition, It shall be Conforming to IEC-61008 or IS 12640-I with latest amendments and correction slips. It shall be erected in an approved manner as per site condition and instructions of field supervisor.

- The RCCB shall have conformance to IS 12640-1 / IEC 61008- 1 with latest amendments and correction slips.
- The RCCB shall be truly current operated and shall operate on Core Balance Current Transformer (CBCT) mechanism.
- The RCCB shall have advanced neutral mechanism.
- The RCCB shall have minimum electric life of 10,000 electric operations.
- The RCCB shall have IP20.
- The RCCB shall have a test button to check health of RCCB by creating artificial fault.
- The RCCB shall have rated impulse withstand up to 6 kV.
- The RCCB shall have no line load bias.
- The RCCB shall have bi-connect terminals for both bus bar and cable termination.
- The RCCB shall give an indication for leakage fault when tripping.
- The RCCB shall have rated conditional short circuit current of 10kA.
- The RCCB shall have rated residual making and breaking capacity of 1kA.
- The RCCB shall have flag indication for Earth Leakage Faults.
- The RCCB shall have safety shutter to avoid any wrong insertion of cable.
- The RCCB shall have DIN clip on both the sides for easy removal of an RCCB from the DIN rail.

**PART-III**  
**SPECIAL CONDITION OF TENDER**

**1.0 INTRODUCTION:**

On behalf of President of India, Sr. Divisional Electrical Engineer (G), Northern Railway, Moradabad, herein after referred to as 'Railway' open e-tender under single packet system are invited from established, experienced and reliable manufacturers/ Contractors for execution of works as detailed below.

The contract emerging out of this tender shall be referred to as works contract and contractor who is awarded work contract shall be referred as works contractor.

**1.1 SCOPE OF WORK:**

This contract has been planned to Execute Electrical work for Upgradation of Earthing and other protection system of Electrical assets over Moradabad division.

**1.2 NAME OF WORK:**

Electrical work for Upgradation of Earthing and other protection system of Electrical assets over Moradabad division.

**1.3 LOCATION:** Various Locations over Moradabad Division.

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

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

**The detailed e-tender notice is available on Northern Railway web site i.e. [www.ireps.gov.in](http://www.ireps.gov.in)**

**NOTE:**

1. Works contracts shall be treated as supply of services as per schedule-II GST Act.
2. GST Act and Rules issued from time to time by the Govt/concerned authorities shall be applicable.
3. Contractor / suppliers / service providers / parties shall register their firms State wise under GSTIN (GST Identification Number) and submit at the time of opening of tender or before the signing the agreement and shall mention place of business, registered office address and e-mail id.
4. The bidders who desires to participate against e-tenders, are advised to electronically register themselves on website [www.ireps.gov.in](http://www.ireps.gov.in) for which they would require to obtain Class-III digital certificate (if already not obtained) issued by CCA under IT Act-2000.
5. All other terms and conditions in respect of above tender are given in the tender document.

**Only e-tenders will be accepted and tenders submitted in any other form will be summarily rejected**

**1.4** This Tender shall be governed by Instruction to Tenderer, Special conditions, Technical Specifications.**1.5** If there are varying or conflicting provisions in documents forming part of contract Sr.DEES/G/MB shall be deciding authority with regard to the intentions of the provision and decision will be final and binding on contractor.

**1.6 RIGHT TO ALTER THE SCOPE OF WORK:**

Railways reserves the right “to alter the scope of work” as mentioned in the “Scope of the work and Special conditions” as well “to drop portion of the work” within the time of tendering and awarding the contract. Contractor shall be prepared to carry out the work at any other specified locations depending up on the requirement, as directed by Railway officials at site.

**1.7 GENERAL CONDITIONS OF CONTRACT:**

The General conditions of Contract governing the performance of the works covered by this tender are the “Indian Railway Standard General conditions of Contract (GCC) of July-2022” Ministry of Railways as amended from time to time up to date. A soft copy of the book-let incorporating the above “General Conditions of Contract (GCC) July-2022” will be made available to the contractor.

1.8 If there is any conflict between “Special conditions” and “General conditions of contract”, the conditions laid down in “Special conditions” will be sustained.

**1.9 STUDY OF DRAWINGS AND LOCAL CONDITIONS:**

The general drawings where-ever necessary shall be supplied. The contractor will be required to study drawings and make detailed drawings at his own cost and get it approved from the Engineer before execution of work.

The tenderer/s is/are advised to visit the site of work and investigate actual conditions regarding nature and conditions of soil, difficulties involved due to inadequate stacking space, due to built up area around the site, availability of materials water and labour probable sites for labour camps, stores, godowns, etc. They should also satisfy themselves as to the sources of supply and adequacy for their respective purpose of different materials referred in the specifications and indicated in the drawings. The extent of lead and lift involved in the execution of works and any difficulties involved in the execution of work should also be examined before formulating the rates for complete items of work described in the schedule.

**1.10 SETTING OUT WORKS:**

The contractor is to set out the whole of the work in consultation with the engineer or an official to be deputed by the Engineer and during the progress of works to amend on the requisition of the Engineer any errors, which may arise there in and provide efficient and sufficient staff and labour thereon. The contractor shall also alter or amend any errors in the dimension lines on levels to the satisfaction of the Engineer or his authorized representative without claiming any compensation for the same.

The contractor shall provide, fix and be responsible for maintenance of all stocks, templates, profiles, land marks, points, burjies, monuments, center line pillars, reference pillars, etc and shall take all necessary precautions to prevent their being removed altered or disturbed and will be responsible for the consequence of such removal, alterations or disturbance and for their efficient reinstatement.

The contractor shall protect and support, as may be required or as directed by the Engineer, all building, fences, walls, towers, drains, road paths, waterways, foreshores banks, bridges, Railway ground and overhead electric lighting, the telegraphs/ telephones and crossing water service Main pipes and cables and wires and altogether matters and things of whatever kind not otherwise herein specified other than those specified or directed to be removed or altered which may be interfered with or which likely to be affected disturbed or endanger by the execution completion of maintenance of the works and shall support provided under this clause to such cases as directed by the Engineer. No payment shall be made by the Railway to the contractor for these works on account of delay for re-arrangement of road traffic or in the contractor having to carry out the short lengths and in such places as per conditions and circumstances may warrant. These will not form the basis of any claim and or dispute for compensation of any kind.

**1.11 INSPECTION:**

All the equipment's and material shall be of best quality and will be tested / inspected by the Sr.Divisional Electrical Engineer/G or his authorized representative or RITES representative at manufacture premises/work



site as decided by Sr. DEE/G/MB. If the contractor uses any equipment's materials without the prior approval of Railways these are liable to be rejected. The Railway/RITES representative may visit manufacturer works at all reasonable time to witness and inspect the testing of equipments/material. Any reasonable delay in inspection will be reasonable ground for extension of time for completion of the work.

If required as per inspecting authority Routine and Acceptance Tests shall be conducted by firm in presence of purchaser's representative/Inspecting Officer. Contractor shall furnish three copies of manufacturer's routine and acceptance tests certificates.

#### 1.12 **SUPPLY OF MATERIAL:**

All materials to be used in the work shall be procured as per specified makes in the SOR/technical specifications. Items for which makes are not specified, the same should be got approved from concerned Executing Officer Incharge before procurement.

#### 1.13 **TRANSPORTATION OF MATERIAL:**

The transportation & handling charges to bring the supplied material will be borne by the Contractor. Hence, cost of material is given in the schedule of prices and quantity is inclusive of transportation, loading and unloading charges. Railway supplied materials will be transported by Railways from depot to work site including loading & unloading.

#### 1.14 **COMPLETION OF WORK:**

The contractor shall commence the work as specified in "Scope of the work and Special conditions" and shall complete the work in all respects as specified in tender details.

The Railway attaches utmost importance to the timely completion of the work on or before the date contracted for. In this connection, the attention of the contractor is specially invited to the clauses regarding 'Liquidated damages' and termination of contract owing to default of contractor provided for in General Conditions of Contract.

#### 1.15 **QUALITY ASSURANCE PROGRAMME IN SUPPLY AND ERECTION:**

- a. All materials to be used in the work shall be procured as per specified makes in the SOR/technical specifications. Items for which makes are not specified, the same should be got approved from concerned Executing Officer Incharge before procurement.
- b. All erection work shall be carried out as per established engineering practice. It should be maintenance friendly, environmental friendly and should not endanger safety of public/ operator.

#### 1.16 **CONTRACTOR'S DRAWINGS ETC:**

Any calculations, designs, drawings, schedules, information, data, progress charts etc required by Purchaser's Engineer in connection with the contract shall be furnished by Contractor at his own expenses. The Contractor will not be required to furnish drawings, designs and calculations etc for basic designs and employment schedules provided by Purchaser in case no modification / deviation is required for a particular basic design / employment schedule. In case of new developments in designs and decision of Purchaser to implement the same basic drawings / designs / employment schedules will be submitted by contractor to Purchaser. In case of any ambiguity in interpretation of design and drawing, decision of purchaser shall be final and conclusive.

#### 1.17 **DEPLOYMENT OF TECHNICAL SUPERVISORS:**

The contractor shall employ the following Qualified Engineer during the execution of this work:

##### (i) **ONE QUALIFIED GRADUATE ENGINEER:**

When the cost of the work to be executed is Rs.2.00 Crore and above.

##### (ii) **ONE QUALIFIED DIPLOMA HOLDER ENGINEER:**

When the cost of the work to be executed is more than Rs.25.0 Lakh and less than Rs.2.00 Crore.

**NOTE:**

- a. Further, in case the contractor fail to employ the Qualified Engineer aforesaid in above Paras, he in terms of provisions of Clause-26A2 to the General Condition of Contract, shall be liable to pay an amount of Rs. 40,000/- and Rs. 25,000/- for each month or part thereof for the default period for the provision, as conditioned in Para (i) & (ii) above respectively.
- b. The contractor shall submit the copy of bio data and Degree / Diploma certificate of the above technical staff employed by him for the scrutiny by Railway and for the record. Railway reserve the right to scrutinize the records of the contractor to ascertain as to whether the qualified staff has been actually employed by him and is paid for.
- c. While passing each "on" account bill, the DEE / ADEE in-charge will certify the availability to technical staff on regular basis; otherwise the recovery as above shall be made from every bill.
- d. The decision of the Engineer-in-charge, whether the required Technical staff was not employed by the contractor shall be final and binding upon the contractor.

**1.18 TRAINING OF PURCHASER'S STAFF:**

Contractor shall impart training to Railway staff free of cost. Contents of training and number of staff for training shall be mutually decided.

**1.19 WORK BY OTHER AGENCIES:**

Any other works undertaken at the same time by Purchaser or Railway direct or through some other agency at same time or section where contractor is carrying out his work will not entitle contractor to prefer any claim regarding any delays or hindrances he may have to face on this account, but Purchaser shall grant a reasonable extension of time to contractor. Contractor shall comply with any instruction, which may be given to him by Purchaser in order to permit simultaneous execution of his own works and those undertaken by other contractors or Railway without being entitled on this account for any extra charge.

Contractor shall not be entitled to any extra payment due to hindrance resulting from normal railway operations, such as delay on account of adequate number of and duration of shutdown etc. not being granted.

If purchaser is unable to supply materials to contractor as specified in contract, in time, contractor shall not be entitled to any extra payment on account of such delay in supply. However, such delays in supply will be a reasonable ground for extension of completion date/s for work.

**1.20 INFRINGEMENT OF PATENTS:**

Contractor is forbidden to use any patents or registered drawings, process or pattern in fulfilling his contract without previous consent in writing of owner of such patent, drawing, pattern or trade mark, except where these are specified by Purchaser himself. Royalties where payable for use of such patented processes, registered drawings or patterns shall be borne exclusively by Contractor, who shall advise Purchaser of any proprietary right that may exist on such processed drawings or patterns, which he may use of his own accord. In case of patent taken out by Contractor of drawings or patterns registered by him, or of those patents, drawings, or patents for which he holds a license, signing of Contract automatically gives Purchaser right to repair by himself purchased articles covered by patent or by any person or body chosen by him and to obtain from any sources he desires component parts required by him in carrying out repair work. In event of infringement of any patent rights due to above action of Purchaser, he shall be entitled to claim damages from contractor on grounds of any loss of any nature which he may suffer e.g. in case of attachment because of counterfeiting.

**INDEMNIFICATION BY CONTRACTOR:**

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

**ACCIDENT:**

- a. Contractor shall, in respect of all staff engaged by him or by his sub-contractor, indemnify and

keep purchaser at all times indemnified and protected against all claims made and liabilities incurred under Workmen's Compensation Act, the factories Act and Payment of Wages Act and rules made there under from time to time or under any other labour and Industrial Legislation made from time to time.

- b. Contractor shall indemnify and keep purchaser indemnified and harmless against all actions, suits, claim demands, costs, charges or expenses arising in connection with any death or injury sustained by any person or persons within Railway premises and any loss or damage to Railway property sustained due to acts or omission of contractor, his sub-contractors, his agents or his staff during executions of this contract irrespective of whether such liability arises under the Workman's Compensation Act, or Fatal Accident Act or any other statute in force for time being.
- c. Contractor's liability to meet third party claims of the type outlined above will be applicable only in cases where accidents have been caused by bad design, workmanship, material or negligence on part of contractor and further liability of contractor will be limited to Rs. 25.0 Lacs for any one accident.
- d. Contractor shall be responsible for all repairs and rectification of damages to traction installations erected or under erection due to Railway accidents, thefts, pilferage or any other cause, without delay to minimize or to avoid traffic detentions, in a section until installation is provisionally handed over to purchaser.

#### 1.21 **SAFETY MEASURES:**

During execution of the work, contractors shall ensure that all safety precautions are taken by their men to protect themselves and site to prevent any untoward incident. In this regard contractor will ensure that adequate number of safety helmets, safety belts, safety jackets with reflective arm band, rope, ladders emergency light etc. are available at site before the work is actually started. The above list is only indicating and is not exhaustive and safety item will be arranged as per the requirement. Railway reserve the right to stop the work in the absence of proper safety gear and no claim shall be entertained in this regard. Decision of the Engineer-in-charge will be final and binding upon the contractor. The cost of all the safety gear is deemed to have been included in the rates quoted and nothing extra is payable under this contract.

#### 1.22 **AVAILABILITY OF BREAKDOWN/MAINTENANCE STAFF**

During period of guarantee Contractor shall keep available an experienced engineer and necessary equipment to attend any defective installations resulting from defective erection and/or defects in equipment supplied by Contractor. This engineer shall not attend to rectification or defects, which arises out of normal routine maintenance work. Contractor shall bear cost of all modifications, additions or substitutions that may be considered necessary due to faulty materials, design or workmanship for satisfactory working of equipment. Final decision shall rest with the Competent Authority i.e. Sr.DEE/G/N.Rly./MB which will be binding on the contractor.

##### 1.22.1 **Failure to attend the defects**

All defects and deficiencies advised to contractor shall be attended to by him promptly. If contractor fails to respond and arrange repair/rectification within reasonable time, purchaser shall be free to get repairs done through departmental labour or through any other sources at contractor's expenses without prejudice to other remedies available under contract.

##### 1.22.2 **Disposal Of Surplus Excavated Materials**

The contractor shall at all time keep the site free from all surplus earth, surplus materials, and all rubbish which shall arise from the works and should dispose of the surplus excavated materials as ordered by the Engineer failing which it will be done at the cost of the contractor and cost will be deducted from his dues. The contractor shall within 15 days of completion of entire works remove all unused and surplus materials tools and plants staging and refuge or other materials produced by his operations and shall leave the site in a clear and tidy conditions.

#### 1.23 **DAMAGE TO THE RAILWAY PROPERTY:**

Contractor(s) executing the works adjacent to the existing Railway track for e.g. doubling, gauge conversion, yard remodeling etc. will take all care for avoiding any damage to the underground/OH services such as S&T

cables, electric cables/wires, pipelines/sewer lines etc. They must ensure that the work is started after obtaining clearance in writing from the Engineer-in-charge regarding the route for signaling/Electrical cables/water supply/ sewer lines etc. However, if any damage occurs during execution, he will immediately report the same to the Engineer-in-charge and stop the work further till clearance for restarting the work is given by the Engineer-in-charge. It may be further noted that if it is proved that damage is occurred due to the negligence on the part of the contractor, the cost of the damage will be recovered from him/them. The decision of Engineer-in-charge will be final and binding upon the contractor(s).

**Penalty to be imposed for damages to cable shall be as per railway board letter No.2021/Tele/5(2)/3-Part(1)(3425647) dtd:12.06.2023 or latest.**

**1.24 MAINTENANCE/GUARANTEE PERIOD**

Tenderer shall guarantee equipments/ installations for satisfactory performance for a period of 12 months from the date of commissioning against any defect. Contractor should promptly attend complaint and replace/repair defective equipments/parts free of cost promptly and satisfactorily. The equipment/parts so replaced by the contractor, shall be further guaranteed for a period of 12 months for satisfactory service from date of such replacement.

**The Guarantee will be applicable as per RDSO/CEE specification where ever the material is prescribed as per RDSO/CEE spec. In all other cases the tenderer shall guarantee the equipments/installations for satisfactory performance for a period of 12 month or as mentioned in SOR for special item from the date of commissioning against any defect. The contractor should promptly attend complaint and replace/repair the defective equipments/parts free of cost promptly and satisfactorily. Specifications shall mean CEE/NR's specification /RDSO's specification / the relevant IS specifications and any other specifications and/or drawings issued by Railways.**

**1.25 Railway Conservancy Charges will be recovered as per Railway Board Letter No:F(X) 1/95/1/1 dated 07.09.2021 or latest.**

**1.26 TENDERER'S ADDRESS:**

Tenderer should state in tender his postal address legibly and clearly. Any communication sent in time, to tenderer by post at his said address shall be deemed to have reached tenderer duly and in time. Important documents should be sent by Registered post. Email provided by the contractor on IREPS website can also be used for send important letters. Contractor should regularly check their email for any correspondence from Railway Side.

**PART-IV****PRICES AND PAYMENT**

1. Payments for the work shall be made in accordance with approved designs and drawings and measured in relevant units, except where provided for otherwise. In case the dimensions of the work are more than those shown in approved designs and drawings, the contractor shall not be entitled to any extra payment unless the dimensions are increased on account of physical impossibility of carrying out the work in accordance with approved designs and drawings, subject to approval by the Railway before execution. In case the dimensions of work are less than those shown in the approved designs and drawings and the work is accepted without being rejected, payment will be made for the quantity of work actually executed and accepted.
2. Progress payments made to the contractor shall be without prejudice to the final making up of the accounts and shall in no respect be considered or used as evidence of any facts stated in or to be inferred from such accounts or not of any particular quantity of work having been executed.
3. Payment to the contractor shall be made as under:

SN	Item No.	Payment Terms
1	Schedule-A Item No.6,11,12,13,14,15	80% of the item price (Material cost) shall be paid on receipt of material in Railway custody after successful inspection. If for any item of work, price of material and erection is not separately available, 80% of the cost of item of work will be considered as material cost. Accordingly, in such case 80% of 80% of item cost i.e 64% of item cost will be paid on receipt of material. Further payment of material and erection cost to cover 90% of the cost of item of work shall be made on successful testing and commissioning of installation. Balance 10% payment shall be released during final bill.
2	Schedule-A Item No.1,2,3,4,5,7,8,9,10	90% of the item price shall be paid on successful completion of erection including Testing & Commissioning. Balance 10% payment shall be released during final bill.

4. Income Tax and surcharge on Income Tax as applicable shall be deducted from payment as statutory obligation and required certificates for this deduction shall be issued by Railway's Accounts Department. Security deposit of 5% of contract value will be deducted from running bill at the rate of 6% of bill amount till full security deposit is recovered.
5. Any other statutory taxes, as applicable shall also be deducted from the contractor's bill.
6. Penalties levied (if any) shall be deducted from bill.
7. Payment will be made only after verification & certification by the concerned in charge.
8. The contractor shall accept the payment after deduction of Security deposit & Liquidated Damages (LD) as per GCC 2022 (with latest amendments) & penalty/fine if any.
9. All payment in respect of the contract during currency of the contract shall be made through ECS/EFT. The successful tenderer on award of contract must submit ECS/EFT mandate form attached with tender document complete in all respect. However, if the facility of ECS/EFT is not available at a particular location, the payment shall be made by cheque. In such case successful tenderer, on award of contract shall furnish, bank account number and name of branch against which all payments, in respect of the contract during the currency of contract shall be made.
10. Deduction of taxes from contractor's bills Wherever the law makes it statutory for the purchaser to deduct any amount towards GST/Income tax, etc on works contract, the same will be deducted and deposited with the concerned authority. Income tax as applicable shall be deducted from bill and necessary I.T. deduction certificate will be issued by Sr. DFM, Northern Railway, DRM's Office, Moradabad. Applicable recoveries are also given in Annexure-XIII of Tender Document.

**11. Mode of payment through Letter of Credit (LC) in works tender:-**

- (I) 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.
- (II) This option of taking payment through LC arrangement has to be exercised in IREPS (Indian Railway Electronic Procurement System - the e-application on which tenders are called by Railways) by the tenderer at the time of bidding itself, and the tenderer shall affirm having read over and agreed to the terms and conditions of the LC option.
- (III) The option so exercised, shall be an integral part of the bidder's offer.
- (IV) The above option of taking payment through LC arrangement, once exercised by tenderer at the time of bidding, shall be final and no change shall be permitted, thereafter, during execution of contract.
- (V) In case tenderer opts for payment through LC, following shall be the procedure to deal release of payment through LC:
  - (a) The LC shall be a sight LC.
  - (b) The contractor shall select his Advising/Negotiating bank for LC. The incidental cost towards issue of LC and its operation thereof shall be borne by the contractor.
  - (c) SBI, New Delhi, Main Branch will be the nodal branch for issue of LCs based on online requests received from Railway Accounts Units for tenders opened in financial year 2018-19. SBI branches where the respective Railway Accounts Office has its Account (local SBI branch) will be the issuance/reimbursing branch for LC issued under this arrangement. The Bank shall remain same for this tender till completion of contract. The incidental cost @ 0.15% per annum of LC value, towards issue of LC and operation thereof shall be borne by the contractor and shall be recovered from his bills.
  - (d) The LC shall be opened initially for duration of 180 to 365 days in consultation with contractor. The LC shall be extended time to time as per the progress of the contract, on the request of the contractor. The value of LC to be opened initially as well as extended thereafter shall be finalized by the engineer in consultation with the contractor on the basis of expected progress of work.
  - (e) The LC terms and conditions shall inter-alia indemnify and save harmless the Railway from and against all losses, claims and demands of every nature and description brought or recovered against the Railways by reason of any act or omission of the contractor, his agents or employees, in relation to the Letter of Credit (LC). All sums payable/borne by Railways on this account shall be considered as reasonable compensation and paid by contractor.
  - (f) The LC terms and conditions shall inter-alia provide that Railways will issue a Document of Authorization (on prescribed format) after passing the bill for completed work, to enable contractor to claim the authorized amount from their bank.
  - (g) The acceptable, agreed upon document for payments to be released under the LC shall be the Document of Authorization.
  - (h) The Document of Authorization shall be issued by Railway Accounts Office against each bill passed by Railways.
  - (i) On issuance of Document of Authorization, a copy of Document of Authorization shall be posted on IREPS for 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).
  - (j) The contractor shall take print out of the Document of Authorization available on IREPS and present his claim to his bank (advising Bank) for necessary payments as per LC terms and conditions. The claim shall comprise of copy of Document of Authorization, bill of exchange and Bill.
  - (k) The payment against LC shall be subject to verification from Railway's Bank (Local SBI Branch).
  - (l) The contractor's Bank (advising bank) shall submit the documents to the Railway's Bank (Local SBI Branch).
  - (m) The railway's bank (issuing bank) shall, after verifying the claim so received w.r.t. the digitally signed Document of Authorization received from Railway Accounts Office, release the payment to contractor's bank (advising bank) for crediting the same to contractor's account.
  - (n) Any number of bills can be dealt within one LC, provided the sum total of payments to contractor is within the amount for which LC has been opened.
  - (o) The LC shall be closed after the release of final payment including PVC amount, if any, to the contractor.
  - (p) The release of performance guarantee or security deposit shall be dealt directly by railway with the contractor i.e., not through LC.
- (VI) For opening of LC, executive department shall make a request letter to concerned Accounts Department on a prescribed format.
- (VII) Necessary changes in IREPS and IPAS e-applications have already been carried out, for having option for payment to contractors through LC
- (VIII) These issues with the concurrence of Finance Directorate of Ministry of Railways. {Authority: Railway Board's letters no. 2018/CE-I/CT/9, Dated 04.06.2018}

**Note :-**

1. Tenderer is advised to do survey the site before execution of work.
2. The make of all materials, if not specified, should be as per approval of C.A.i.e. Sr.DEE/MB.
3. All components used by firm should be of reputed brand/ISI certified.
4. Any typographical error shall not be construed to be benefit of the contractor, In such cases the interpretation and decision of Sr.DEE/G/NR/MB shall be final and binding upon the tenderer.
5. The tenderer shall not take any advantage of any misinterpretation of condition due to typing or any other error and if any doubt shall bring it to the notice of the Sr DEE/G/MB or his representative without delay. In case of any contradiction only the printed rules and books should be followed and no claim for them is interpretation shall be entertained.
6. The Guarantee will be applicable as per RDSO/CEE specification where ever the material is prescribed as per RDSO/CEE spec. In all other cases the tenderer shall guarantee the equipments/installations for satisfactory performance for a period of 12 month or as mentioned in SOR for special item from the date of commissioning against any defect. The contractor should promptly attend complaint and replace/repair the defective equipments/parts free of cost promptly and satisfactorily. Specifications shall mean CEE/NR's specification /RDSO's specification / the relevant IS specifications and any other specifications and/or drawings issued by Railways.
7. Specifications shall mean CEE/NR's specification /RDSO's specification / the relevant IS specifications and any other specifications and/or drawings issued by Railways. The decision of Sr.DEE/G/MB shall be final and binding upon the contractor in this matter.
8. The tenderer should submit following document after acceptance of the offer.
  - (i) Test Certificate from OEM.
  - (ii) Invoice copy of the material to be utilized in tender work.
9. The tenderer should have a valid Electrical contractor license and attested copy of the same shall be submitted along with the tender documents.
10. Inspection will be done by Sr.DEE/G/NR/MB or his representative OR RITES wherever applicable.
11. All released material shall be deposited in the store of concerned SSE/Electrical with due measurement & certified by the installation incharge.
12. All MCCBs & MCBs must be "C" series. Make of MCCB, MCBs & Switchgears:-Legrand, L & T, ABB, GE, Havells or similar.
13. Contractor will depute one qualified Graduate Engineer for the entire duration of work. In case the Contractor fails to deploy qualified Graduate Engineer, then a penalty of Rs. 40000 for each month or part thereof for the default period will be levied.
14. The contractor will manage all civil work if any for said work as per relevant IS.
15. Wherever makes are specified, similar make after approval from Sr.DEE/G/MB or his representative can be used.
16. On Instructions of Sr.DEE/G site can be changed anywhere over Moradabad division.
17. Contractor is to abide by the provisions of various labour laws in terms of above clause 54, 55 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:
  - a) 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 the contractor's registration in the portal within 7 days of receipt of such request.
  - b) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all Letter of Acceptances (LoAs) issued in his favour.

## Part-V

## Annexures

## ANNEXURE – II

## AGREEMENT FOR ZONE CONTRACT

CONTRACT AGREEMENT No. \_\_\_\_\_, DATED \_\_\_\_\_. ARTICLES OF AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ between the President of India acting through the \_\_\_\_\_, Northern Railway hereinafter called the "Railway" of the other part and \_\_\_\_\_ hereinafter called the "Contractor" of the other part. WHEREAS the Contractor has agreed with the Railway during the period of \_\_\_\_\_ months from \_\_\_\_\_ to \_\_\_\_\_ for the performance of :

- (a) New Works, additions and alterations to existing structures, special repair works and supply of building materials subject to the contract value for such works not exceeding Rs. \_\_\_\_\_.
- (b) All ordinary repair and maintenance works at any site between kilometre \_\_\_\_\_ and kilometre \_\_\_\_\_ as will be set forth in the work orders (which work orders shall be deemed and taken to be part of this contract) that will be issued during the said period at \_\_\_\_\_ % above/below the Standard Schedule of Rates(SSOR) of the Northern Railway, corrected up to the latest Correction Slips and Standard Specifications of the Northern Railway corrected up to latest Correction Slips and the Special Conditions and Special Specifications, if any in conformity with the drawings (if any) that will be issued with the work order, aforesaid AND WHEREAS the performance of the said work is an act in which the public are interested. NOW THIS INDENTURE PRESENTS WITNESSETH That in consideration of the payment to be made by the Railway, the Contractor will duly perform the works set forth in the said Work Order and shall execute the same with great promptness, care and accuracy, in a workman like manner to the satisfaction of the Railway and will complete the same on or before the respective dates specified therein in accordance with the said specifications and said drawings (if any) and said conditions of contract and will observe, fulfill and keep all the conditions therein mentioned, (which shall be deemed and taken to be part of this contract as if the same had been duly set forth herein), AND the Railway both here-by agree that if the Contractor shall duly perform the said work in the manner aforesaid and observe and keep the said terms and conditions, the Railway will pay or cause to be paid to the Contractor for the said works on the completion thereof the amount due in respect thereof at the rates specified above.

Contractor \_\_\_\_\_  
Address \_\_\_\_\_

Designation \_\_\_\_\_ Railway  
(For & on behalf of President of India)

Date \_\_\_\_\_

Witness 1:

Signature.....

Name.....

(In Capital)

Address.....

.....  
.....

Witness 2:

Signature.....

Name.....

(In Capital)

Address.....

.....



## ANNEXURE - III

## WORK ORDER UNDER ZONE CONTRACT

WORK ORDER NO. \_\_\_\_\_, DATED \_\_\_\_\_ UNDER CONTRACT AGREEMENT NO. \_\_\_\_\_  
 \_\_\_\_\_, DATED \_\_\_\_\_. Name Of Work \_\_\_\_\_  
 (SITE) \_\_\_\_\_

\_\_\_\_\_ Schedule \_\_\_\_\_ of \_\_\_\_\_ Drawings  
 \_\_\_\_\_ Authority  
 \_\_\_\_\_ Allocation \_\_\_\_\_ The Contractor(s)  
 \_\_\_\_\_ is / are hereby ordered to carry out the following works at \_\_\_\_\_ %  
 above/below the Standard Schedule of Rates (SSOR) of Northern Railway, updated with Correction Slips  
 issued upto date of inviting tender of as otherwise specified in the tender documents under Zone Contract  
 Agreement here-in-before referred to :

S L	Item No.	Description of Item of Work	Approximate Quantity	Unit	Rates in Figures and Words (Rs.)	Amount (Rs.)
1	2	3	4	5	6	7
Total Approximate Value of Work = Rs. _____						

The works herein mentioned are required to be completed on or before \_\_\_\_\_ (Date). The quantities provided herein are approximate and subject to variation under Clause 42 of the Standard General Conditions of Contract updated with Correction Slips issued up to dated of inviting tender or as otherwise specified in the tender documents

Divisional Railway Manager/Divisional \_\_\_\_\_ Engineer  
 \_\_\_\_\_ Division  
 \_\_\_\_\_ Railway

Date \_\_\_\_\_  
 (For & on behalf of President of India)

I agree to complete the works herein set forth on or before the date specified under the Zone Contract Agreement herein before referred to in conformity with the drawings hereto annexed and in accordance with the General and Special (if any) Conditions of Contract updated with Correction Slips issued up to date of inviting tender or as otherwise specified in the tender documents and the Standard Specifications of Northern Railway updated with Correction Slips issued up to date of inviting tender or as otherwise specified in the tender documents I also agree to maintain such works for the period specified below from the date of completion:

- (a) Repair and maintenance work including white/colour washing: three calendar months from date of completion.  
 (b) All new works except earth work: Six calendar months from date of completion.

Contractor \_\_\_\_\_  
 (Signature)  
 Railway : Designation \_\_\_\_\_  
 (For & on behalf of President of India)  
 Address \_\_\_\_\_

Date \_\_\_\_\_ Date \_\_\_\_\_

Witness 1:  
 Signature.....  
 Name.....  
 (In Capital)  
 Address.....

Witness 2:  
 Signature.....  
 Name.....  
 (In Capital)  
 Address.....

## ANNEXURE- IV

## CONTRACT AGREEMENT OF WORKS

CONTRACT AGREEMENT NO. \_\_\_\_\_ DATED \_\_\_\_\_ ARTICLES OF AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between President of India acting through the Railway Administration hereafter called the "Railway" of the one part and \_\_\_\_\_ herein after called the "Contractor" of other part. WHEREAS the Contractor has agreed with the Railway for performance of the works \_\_\_\_\_ set forth in the Bill(s) of Quantities hereto annexed upon the Standard General Conditions of Contract, updated with Correction Slips issued up to date of inviting tender or as otherwise specified in the tender documents and the Specifications of \_\_\_\_\_ updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents and the applicable Standard Schedule of Rates (SSOR) of \_\_\_\_\_ updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents and the Special Conditions and Special Specifications, if any and in conformity with the drawings here-into annexed AND WHEREAS the performance of the said works is an act in which the public are interested. NOW THIS INDENTURE WITNESSETH that in consideration to the payments to be made by the Railways, the Contractors will duly perform the said works in the said Bill(s) of Quantities set forth and shall execute the same with great promptness, care and accuracy in a workman like manner to the satisfaction of the Railway and will complete the same in accordance with the said specifications and said drawings and said conditions of contract on or before the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ and will maintain the said works for a period of \_\_\_\_\_ Calendar months from the certified date of their completion and will observe, fulfill and keep all the conditions therein mentioned (which shall be deemed and taken to be part of this contract, as if the same have been fully set forth herein), AND the Railway, both hereby agree that if the Contractor shall duly perform the said works in the manner aforesaid and observe and keep the said terms and conditions, the Railway will pay or cause to be paid to the Contractor for the said works on the final completion thereof the amount due in respect thereof at the rates specified in the Bill(s) of Quantities hereto annexed.

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

Railway : Designation \_\_\_\_\_  
(For & on behalf of President of India)

Address

Date :-

Date \_\_\_\_\_

Witness 1:

Signature.....

Name.....

(In Capital)

Address.....

.....

.....

Witness 2:

Signature.....

Name.....

(In Capital)

Address.....

.....

.....

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

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

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

**NOTE: 1. Submission of copy of certificate as per Annexure-V is not mandatory if the bidder has confirmed and certified the same online at the time of submission of bids**

**Annexure-VA**

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

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

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

**SEAL AND SIGNATURE OF THE CONSTITUENT FIRM/CONSTITUENT PARTNER**

**Place:**

**Dated:**

## Annexure-VI

**Work orders for Works :** (In case of composite work chargeable to different Allocation)

S. No.	Name of work	Particulars
1	Acceptance letter with date	
2	Agreement no with date	
3	Cost of work	
4	Security Deposit	
5	Performance guarantee	
6	Period of Completion	
7	Estimate no with Allocation	

S. No	USSOR Item no/ NS item	Description of Items	Rates	Unit	Qty	Amount

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

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

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

Where,

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

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

B = Value of existing commitments and balance amount of ongoing works with the tenderer as on date on month prior to the tender closing date to be completed in next 'N' years.

Note:

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

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

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

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

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

## ANNEXURE- VIIA

## (Bid Security)

## Bank Guarantee Bond from any scheduled commercial bank of India

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

Name of the Bank: -----

President of India,  
Acting through .....,  
..... Railway,

Beneficiary: .....Railway

Date: .....

## Bank Guarantee Bond No.: Dated:

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

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

## AND

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

<b>IFSC CODE</b>	
<b>IFSC TYPE</b>	
<b>BRANCH</b>	
<b>BANK NAME</b>	
<b>BRANCH NAME</b>	
<b>CITY NAME</b>	
<b>ADDRESS</b>	
<b>DISTRICT</b>	
<b>STATE</b>	
<b>BG ENABLED</b>	

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-VIIB

## FORMAT FOR DECLARATION OF AVERAGE ANNUAL TURNOVER

Each Bidder must fill in this form separately:

NAME OF BIDDER:

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			

11. 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.
12. 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.
13. Contents of this form should be certified by a Chartered Accountant duly supported by Audited Balance Sheet duly certified by the Chartered Accountant.

**SEAL AND SIGNATURE OF THE BIDDER**

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

(Signature of Chartered Accountant)

Name of CA: \_\_\_\_\_

Registration No: \_\_\_\_\_

(Seal)

## Annexure-VIII

**Guidelines for submitting tenders by Partnership Firms and their Eligibility Criteria**

-----

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

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

5. A partner of the firm shall not be permitted to participate either in his individual capacity or as a partner of any other firm in the same tender.
6. The tender form shall be submitted only in the name of partnership firm. The Bid Security shall be submitted by partnership firm. The Bid Security submitted in the name of any individual partner or in the name of authorized partner (s) shall not be considered.
7. 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.
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.
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.

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 Standard General Conditions of Contract.

**(c) Governing laws:**

The partnership firm agreement shall in all respect be governed by and interpreted in accordance with the Indian laws.

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

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:

- (ii) A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar.
- (iii) 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.
- (iv) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the bid ineligible or the contract shall be determined under Clause 62 of the Standard General Conditions of Contract.
- (v) All other documents in terms of explanatory notes in clause 10 above.

**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 3.5 above.

**ANNEXURE-IX****DETAILS OF PLANT AND MACHINERY ALREADY AVAILABLE WITH THE FIRM**

S.No	Particulars of equipment	No. of Unit.	Kind & make	Capacity	Date by which the plant would be available for use on this work	Age & condition	Work on which it is being used.
1	2	3	4	5	6	7	8

**SEAL AND SIGNATURE OF THE TENDERER****Annexure-X****LIST OF ENGINEERS/PERSONNEL ALREADY AVAILABLE/ PROPOSED TO BE EMPLOYED FOR DEPLOYMENT ON THIS WORK**

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

**SEAL AND SIGNATURE OF THE TENDERER****ANNEXURE-XI****Statement of works being executed/in hand by the contractor/s**

S. N.	Name and Place of work	Authority / agency for whom the work is being carried out	Date of award & agreement No. & Date	Date of completion (Original / actual)	Agreement cost of work cost / likely cost	Principal / Technical features work in brief	S. No. at which relevant Certificate / Documents are attached	Payment taken till.
1	2	3	4	5	6	7	8	9

**SEAL AND SIGNATURE OF THE TENDERER**

## ANNEXURE–XII

## Details of Beneficiary for Electronic Transfer of Funds

1	Beneficiary Name	
2	Beneficiary Address	
3	Bank Name	
4	Branch Address	
5	IFSC Code	
6	MICR Code	
7	Account Type	
8	Account Number	
9	City	
10	Tel./Fax No. ( if any)	
11	PAN NO.	
12	Service Tax Registration number linked with PAN no	
13	GSTIN NO.	
14	Signature of Beneficiary	

Signature of Bank Official with Stamp

SEAL AND SIGNATURE OF THE TENDERER

## Annexure-XIII

## Applicable charges/recoveries/Advance etc.

S. no.	Item	Description
1	Water charges	In case of contractor using Railway's water sources, water charges will be deducted @1% of the cost of the item(s) where water is being consumed.
2	BOCW cess	The tenderers, for carrying out any construction work, shall get themselves registered with the Registering Officer under Section-7 of the Building and Other Construction Workers Act, 1996 and rules made thereto by the concerned State Govt., and submit certificate of Registration issued from the Registering Officer of the concerned State Govt. (Labour Dept.). The Cess shall be deducted from contractor's bills as per provisions of the Act. For enactment of this Act, the tenderer shall be required to pay BOCW cess @ 1% of cost of construction work to be deducted from each bill. <b>Cost of material shall be outside the purview of cess, when supplied under a separate schedule item".</b> Recoverable amount of BOCW cess at the rate of 1% shall be credited under <b>Suspense Head Deposit Misc (BOCW cess) before arranging payment to the contractor</b> as per directive of Railway Board issued vide letter No. 2008/CEI/ CT/6 dated 08.11.2012 with the concurrence of <b>"Finance Directorate of Ministry of Railway"</b> .
3	Deployment of Technical supervisor	In terms of provisions of new clause 26 A.1 to the General Conditions of Contract (GCC), Contractor has to deploy following Qualified Engineers during execution of work: one qualified Graduate Engineer when cost of work to be executed is Rs. 200 lacs and above, and One qualified Diploma Engineer when cost of work to be executed is more than Rs. 25 lacs, but less than Rs. 200 lacs Graduate /Diploma holder Engineer will be available at site as and when or for the period as directed by Engineer's representative. Further, In case the Contractor fails to employ the Qualified Engineer, as aforesaid in above Paras, in terms of clause 26 A.1 to the General Conditions of Contract Part-II, shall be liable to pay an amount of Rs. 40, 000.00 and Rs. 25, 000.00 for each month or part thereof for the default period. (Railway Board's letter no: 2012/CE-I/CT/0/20 Dated: 10.05.2013)
4	Income Tax	As applicable
5	GSTIN NO	As applicable
6	Brick bat	Quantity X rates of item no: 055140 + Tender % + 12.5% +7.5%+5%
7	Tools and plants	The hire charges of tools and plants provided to the contractor will be as per letter no 64/W2/CT/56 dated. 27-03-1967 and 64/W2/CT/56 dated: 20.11.79.
8	Mobilization advance	It will be applicable as per Railway Board letter no: 2007/CE-I/CT/18 Pt.3 dated 23.05.2012
9	Stage Payment for Steel supplied by the contractor	It will be applicable as per Railway Board letter no: 2007/CE-I/CT/183 dated: 07.3.2008
10	PVC clause	Price Variation clause will be applicable only in tenders having advertised value above Rs 2 Crore. Detailed guidelines are given in Clause 46A of Part-II of GCC-2022.
11	Maintenance Period	The contractor shall give guarantee/warrantee for whole work executed by them (including material/spares) for the period of <b>12 months</b> from the date of Completion of work.. No maintenance period is applicable for the works like Ballast supply, Hiring of vehicle.

**Annexure-XIV**  
**Registered**  
**Acknowledgement Due**

**PROFORMA FOR TIME EXTENSION**

No. \_\_\_\_\_

Dated: \_\_\_\_\_

Sub: (i) \_\_\_\_\_ (name of work).

(ii) Acceptance letter no. \_\_\_\_\_

(iii) Understanding/Agreement no. \_\_\_\_\_

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

Dear Sir,

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

Yours faithfully

For and on behalf of the President of India

## Annexure-XV

## CERTIFICATE OF FITNESS

1. (a) Serial Number \_\_\_\_\_

(b) Date \_\_\_\_\_

2. Name of person examined \_\_\_\_\_

3. Father's Name: son/daughter of \_\_\_\_\_

Residing at \_\_\_\_\_

4. Sex \_\_\_\_\_

5. Residence: \_\_\_\_\_

6. Physical fitness

7. Identification marks \_\_\_\_\_

8. Date of birth, if available, and/or certified age \_\_\_\_\_ I certify that I have personally examined (name) \_\_\_\_\_ who is desirous of being employed in a factory or on a work requiring manual labour and that his/her age as nearly as can be ascertained from my examination, is \_\_\_\_\_ years.

I certify that he/she is fit for employment in a factory or on a work requiring manual labour as an adult/child.

9. Reasons for :

(a) Refusal to grant certificate, or \_\_\_\_\_

(b) Revoking the certificate \_\_\_\_\_

Signature or left hand

Thumb impression of the person examined.

Signature of Certifying Surgeon

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



**Annexure-XVI**  
**Registered Acknowledgement Due**

**PROFORMA OF 7 DAYS NOTICE FOR WORKS AS A WHOLE/ IN PARTS**  
**(DETAILS OF PART OF WORK TO BE MENTIONED)**

\_\_\_\_\_ RAILWAY  
(Without Prejudice)

To  
M/s \_\_\_\_\_

Dear Sir,

Contract Agreement No. \_\_\_\_\_

In connection with \_\_\_\_\_

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

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

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

Kindly acknowledge receipt.

Yours faithfully  
For and on behalf of the President of India

**Annexure-XVII**  
**Registered Acknowledgement Due**

**PROFORMA OF 48 HRS. NOTICE FOR WHOLE WORK**

\_\_\_\_\_ RAILWAY  
(Without Prejudice)

To  
M/s \_\_\_\_\_

Dear Sir,  
Contract Agreement No. \_\_\_\_\_

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

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

Kindly acknowledge receipt.

Yours faithfully  
For and on behalf of the President of India

Annexure-XVIII

Registered Acknowledgement Due/Standard Correspondence through IR-WCMS/Email on registered  
IREPS Email

**PROFORMA OF TERMINATION NOTICE**  
NORTHERN RAILWAY  
(Without Prejudice)

No. \_\_\_\_\_

Dated \_\_\_\_\_

To

M/s \_\_\_\_\_

Dear Sir,

Contract Agreement No. \_\_\_\_\_

In connection with \_\_\_\_\_ Forty eight hours (48 hrs.)  
notice was given to you under this office letter of even no., dated \_\_\_\_\_; but you have taken no  
action to commence the work/show adequate progress of the work.

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

The Final measurements of work executed by you against the said contract will be taken/started on \_\_\_\_\_  
At \_\_\_\_\_ hrs. At site. The measurement will be continued till all the measurements are taken. You are  
advised to be present at site on the above mentioned date and time to witness the measurements, otherwise  
measurements will be taken ex-parte and thereafter, variation (addendum & corrigendum) & final bill of work  
executed till date of termination based on ex-parte final measurements shall also be processed ex-parte.

Yours faithfully

For and on behalf of the President of India

**Annexure-XIX**  
**Registered Acknowledgement Due**

**PROFORMA OF 48 HRS. NOTICE FOR PART OF THE WORK.....**  
**(DETAILS OF PART OF WORK TO BE MENTIONED)**

NORTHERN RAILWAY  
(Without Prejudice)

To

M/s \_\_\_\_\_

Dear Sir,

Contract Agreement No. \_\_\_\_\_

In connection with \_\_\_\_\_

1. Seven days' notice under Clause 62 of Standard General Conditions of Contract was given to you under this office letter of even no., dated \_\_\_\_\_; but you have taken no action to commence the work/show adequate progress of the part of work.....(details of part to be mentioned).
2. You are hereby given 48 hours' notice in terms of Clause 62 of Standard General Conditions of Contract to commence works / to make good the progress of works, failing which and on expiry of this period your above part of work..... (Details of part to be mentioned) in contract will be rescinded and the work will be carried out independently without your participation.
3. Your full Performance Guarantee for the contract shall be forfeited and you shall not be issued any completion certificate for the contract. However, no additional Performance Guarantee shall be required for balance of work being executed through the part terminated contract.
4. The contract value of part terminated contract shall stands reduced to .....

Kindly acknowledge receipt.

Yours faithfully  
For and on behalf of the President of India

**Annexure-XX**  
**Registered Acknowledgement Due**

**PROFORMA OF TERMINATION NOTICE FOR PART OF THE WORK.....**  
**(DETAILS OF PART OF WORK TO BE MENTIONED)**

NORTHERN RAILWAY  
(Without Prejudice)

No. \_\_\_\_\_

Dated \_\_\_\_\_

To

M/s \_\_\_\_\_

Dear Sir,

Contract Agreement No. \_\_\_\_\_ In connection with

1. Forty eight hours (48 hrs.) notice was given to you under this office letter of even no., dated \_\_\_\_\_; but you have taken no action to commence the work/show adequate progress of the part of work.....(details of part to be mentioned).

2. Your above part of work in contract .....(details of part to be mentioned) stands rescinded in terms of Clause 62 of Standard General Conditions of Contract and the same will be carried out independently without your participation. Your participation as well as participation of every member/partner in any manner as an individual or a partnership firm/JV is hereby debarred from participation in the tender for executing the balance work

3. Your full Performance Guarantee for the contract shall be forfeited and you shall not be issued any completion certificate for the contract. However, no additional Performance Guarantee shall be required for balance of work being executed through the part terminated contract.

4. The contract value of part terminated contract stands reduced to .....

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

## Annexure-XXI

**Check list to be filled up by tender issuing authority**

<b>SN</b>	<b>Description of item to be checked before Issuing Tender Document by Department</b>	<b>PI fill Yes / No</b>
1	Are all pages of the Tender Document numbered serially & signed by the Tender Issuing Authority?	YES
2	Is the Amount of Bid Security mentioned in the Tender Notice?	YES
3	Are the scope of work, location and sketches etc. given in Tender document?	YES
4	Is the work of Similar nature defined in Tender document?	YES
5	Are the date, Time & Place of opening mentioned in the Tender Notice?	YES

## Annexure-XXII

## FINAL SUPPLEMENTARY AGREEMENT

Articles of agreement made this day \_\_\_\_\_ in the year \_\_\_\_\_ between the President of India, acting through the \_\_\_\_\_ Railway Administration having his office at \_\_\_\_\_ herein after called the Railway of the one part and \_\_\_\_\_ of the second part.

Whereas the party hereto of the second part executed an agreement with the party hereto of the first part being agreement Number \_\_\_\_\_ dated \_\_\_\_\_ for the performance \_\_\_\_\_ herein after called the 'Principal Agreement'.

And whereas it was agreed by and between the parties hereto that the works would be completed by the party hereto of the second part on \_\_\_\_\_ date last extended' and whereas the party hereto of the second part has executed the work to the entire satisfaction of the party hereto of the first part.

And whereas the party hereto of the first part already made payment to the party hereto of the second part diverse sums from time to time aggregating to ₹ \_\_\_\_\_ including the final bill bearing voucher No. \_\_\_\_\_ dated \_\_\_\_\_ of value \_\_\_\_\_ (the receipt of which is hereby acknowledged by the party hereto of the second part in full and final settlement of all his /its claims under the principal agreement.

And whereas the party hereto of the second part have received further sum of ₹ \_\_\_\_\_ through the final bill bearing voucher No. \_\_\_\_\_ dated \_\_\_\_\_ (the receipt of which is hereby acknowledged by the party thereto of the second part) from the party hereto of the first part in full and final settlement of all his/its disputed claims under principal agreement.

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

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

Signature of the Contractor/s

for and on behalf of the President of India

Witnesses \_\_\_\_\_

ADDRESS: \_\_\_\_\_

## Annexure-XXIII

**Agreement towards Waiver under Section 12(5) and Section 31A (5) of Arbitration and Conciliation (Amendment) Act**

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

Brief of claim:

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

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

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

Signature of Claimant\_\_\_\_\_

Signature of Respondent\_\_\_\_\_

**Agreement under Section 31(5)**

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

Signature of Claimant\_\_\_\_\_

Signature of Respondent\_\_\_\_\_

\*Strike out whichever not applicable.



## ANNEXURE-XXIV

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

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

## ANNEXURE-XXV

Name of the Bank: -----

President of India,  
Acting through Sr.Divisional Finance Manager,  
Northern Railway, Moradabad

Bank Guarantee Bond No.:

Date:-----

### PERFORMANCE GUARANTEE BOND

In consideration of the President of India acting through ..... (Designation & address of Contract Signing Authority), Northern Railway,.....,Moradabad(hereinafter called "The Government") having agreed under the terms and conditions of agreement/Contract Acceptance letter No. .... dated ..... made between..... (Designation & address of contract signing Authority) and .....(here in after called "the said contractor(s)" for the work..... (here in after called "the said agreement") having agreed for submission of a irrevocable Bank Guarantee Bond for Rs. .... (Rs. ....only) as a performance security Guarantee Bond from the contractor (s) for compliance of his obligations in accordance with the terms & conditions in the said agreement.

1. We.....(indicate the name of the Bank) hereinafter referred to as the Bank, undertake to pay to the Government an amount not exceeding Rs. .... (Rs. ....only) on demand by the Government.
2. We..... (indicate the name of the bank, further agree that ( and promise) to pay the amounts due and payable under this guarantee without any demur merely on a demand from the Government through the Sr. Divisional Finance Manager, Northern Railway, Moradabad-244001, stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the Government by reason of any breach by the said contractor of any of the terms of conditions contained in the said agreement or by reason of the contractor failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. .... (Rs. ....Only).
- 3.(a) We ..... ( indicate the name of Bank ) further undertake to pay to the Government any money so demanded notwithstanding any dispute or dispute raised by the contractor(s) in any suite or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal.
- (b). The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.
4. We,..... (indicate the name of bank) to further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged by ..... (Designation & Address of contact signing authority) on behalf of the Government, certify that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s)

and accordingly discharges this guarantee.

- 5.(a) Notwithstanding anything to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the Government or until (date of validity/ extended validity) whichever is earlier and no claim shall be valid under this guarantee unless notice in writing thereof is given by the Government within validity/ extended period of validity of guarantee from the date aforesaid.
- (b). Provided always that we..... (indicate the name of the Bank) unconditionally undertakes to renew this guarantee on to extend the period of guarantee form year to year before the expiry of the period or the extended period of the guarantee, as the case may be on being called upon to do so by the Government. If the guarantee is not renewed or the period extended on demand, we ..... (indicate the name of the Bank) shall pay the Government the full amount of guarantee on demand and without demur.
6. We, ..... (indicate the name of Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without effecting in any manner out of obligations hereunder to vary any of the terms and conditions of the said contract from time to time or to postpone for any time or from time to time any to the powers exercisable by the Government against the said contractor (s) and to forbear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any bearance act or omission on the part of the Government or any indulgence by the Government to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties for the said reservation would relive us from the liability.
7. This guarantee will not be discharged by any change in the constitution of the Bank or the Contractor(s).
8. We, (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.
9. This guarantee shall be valid upto ..... (date of Completion plus60 days). Unless extended on demand by Government. Notwithstanding anything to the contrary contained hereinbefore, our liability under this guarantee is restricted to Rs. .... (Rs. ....only) unless a demand under this guarantee is made on us in writing on or before..... we shall be discharged from our liabilities under this guarantee thereafter.

Dated, the \_\_\_\_\_ day of \_\_\_\_\_ for

(Indicate the name of Bank).

**Signature of Banks Authorized official**

(Name)-----

**Designation with Code No.**-----

**Full Address**-----

**Witness:**

1. **Signature:**

**Name:**

**Address:**

2. **Signature:**

**Name:**

**Address:**

**ANNEXURE –XXVI****FOR RETIRED RAILWAY EMPLOYEE****DECLARATION/UNDERTAKING**

I/We, \_\_\_\_\_ (name and Designation) on behalf of \_\_\_\_\_ (Name of the tendering firm) do hereby declare/undertake that I/We have not employed any retired Engineer or retired gazetted officer, nor made any Partner/Director etc. in our firm who retires from Railway Service in last one year as on the date of opening of tender in terms of Clause 16 of TENDER FORM (Second Sheet) of Part-I of GCC 2022.

(Authorized signatory)

Name of the tendering firm

Place:-

Dated:

**ANNEXURE -XXVIII****Declaration by bidder from a country sharing land border with India**

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached] I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will or sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]”

**SEAL AND SIGNATURE OF THE TENDERER**

Place:

Dated:

## ANNEXURE-S

**Insurance Surety Bond for Performance Security**

Name of the issuer of surety bond:

President of India,  
Acting  
through.....,  
.....  
Railway.

Date:.....  
.....

Surety Bond No: .....

Issue Date:.....

Amount of Bond: .....

Expiry Date:.....

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

AND

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

SB No:

Date:

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

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

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

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

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

Dated    the day of 2024

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

Place.....

Bank's Seal and authorized signature(s)

*[Name in Block letters]* .....

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

*[P/Attorney]* No.

**Witness**

1.

2.

\*\*\*\*\*

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