

WESTERN RAILWAY
T E N D E R FORM (First Sheet)

Tender No: TRD-ADI-T-14-2026-27

Name of Work: - Gandhidham - New Bhuj - Naliya section - OHE modification work in connection to LC elimination and bridge rebuilding & girder replacement work

To

The President of India,
Acting through the,
Divisional Railway Manager (Electrical)
Western Railway – Ahmedabad

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 **Divisional Railway Manager (Electrical), Western Railway, Ahmedabad**, at the rates quoted in the attached bill(s) of quantity and hereby bind myself/ourselves to complete the work in all respects within **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 laid down by the Railway in the annexed Special Conditions/Specifications, Standard Schedule of Rates (SSOR) with all correction slips up-to-date for the present contract.
3. A bid security of **Rs 1,45,000/-** has already been deposited online/ submitted as Bank Guarantee bond. Full value of the Bid Security shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if:
(a) I/We do not submit the Performance Guarantee within the time specified in the Tender document;
(b) I/We do not execute the contract documents within seven days after receipt of notice issued by the Railway that such documents are ready; and
(c) I/We do not commence the work within fifteen days after receipt of orders to that effect.
4. (a) I/We am/are a Startup firm registered by Department of Industrial Policy and Promotion (DIPP) and my registration number is..... valid up to..... (Copy enclosed) and hence exempted from submission of Bid Security.
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 Tenderer(s)

T E N D E R FORM (Second Sheet)

- 1. Instructions to Tenderers and Conditions of Tender:** The following documents form part of Tender / Contract:
- I. NIT header
 - II. Schedule
 - III. Item Breakup
 - IV. Eligibility condition
 - V. Compliance
 - VI. Document attached
 - A. SGCC with latest AC's
 - B. Attached Tender Document
 - a. Tender Forms – First Sheet and Second Sheet
 - b. Special conditions/Technical specifications (enclosed)
 - c. Bill(s) of quantities (enclosed)
 - d. Standard General Conditions of Contract and Standard Specifications (Works and Materials) of Indian Railways as amended/corrected up to latest correction slips, copies of which can be seen in the office of Sr. Divisional Electrical Engineer (TRD) or obtained from the office of the Chief Electrical Engineer, Western Railway on payment of prescribed charges.
 - e. Standard Schedule of Rates (SSOR) as amended / corrected up to latest correction slips, copies of which can be seen in the office of Sr. Divisional Electrical Engineer (TRD) or obtained from the office of the Chief Electrical Engineer, Western Railway on payment of prescribed charges.
 - f. All general and detailed drawings pertaining to this work which will be issued by the Engineer or his representatives (from time to time) with all changes and modifications.
- 2. Drawings for the Work:** The Drawing for the work can be seen in the office of the Sr. Divisional Electrical Engineer (TRD), Western Railway, Ahmedabad and / or Chief Electrical Engineer, Western Railway at any time during the office hours. The drawings are only for the guidance of Tenderer(s). Detailed working drawings (if required) based generally on the drawing mentioned above, will be given by the Engineer or his representative from time to time.
- 3.** The Tenderer(s) shall quote his / their rates as a percentage above or below the Standard Schedule of Rates (SSOR) of Western Railway as applicable to Ahmedabad Division except where he/they are required to quote item rates and must tender for all the items shown in the Bill(s) of Quantities attached. The quantities shown in the attached Bill(s) of Quantities are given as a guide and are approximate only and are subject to variation according to the needs of the Railway. The Railway does not guarantee work under each item of the Bill(s) of Quantities. The tenderer(s) shall quote rates / rebates only at specified place in Tender Form supplied by Railway. Any revision of rates / rebates submitted (quoted) through a separate letter whether enclosed with the bid (Tender Form) or submitted separately or mentioned elsewhere in the document other than specified place shall be summarily ignored and will not be considered.
- 4.** Tenders containing erasures and / or alterations of tender documents are liable to be rejected. Any correction made by tender(s) in his/their entries must be attested by him / them.
- 5.** The works are required to be completed within a period of **Twelve Months** from the date of issue of acceptance letter.

6. Bid Security:

- (a) Subject to exemptions provided under Para 5(1) (a) of Part-1 of SGCC, April-2022, the tender must be accompanied by a Bid Security as mentioned in **first sheet** of tender document, failing which the tender shall be summarily rejected.
- (b) The Tenderer(s) shall keep the offer open for a minimum period of **60 days** from the date of closing of the Tender. It is understood that the tender documents have been issued to the Tenderer(s) and the Tenderer(s), is / are permitted to tender in consideration of the stipulation on his / their part that after submitting his / their tender subject to the period being extended further, if required by mutual agreement from time to time, he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Divisional Railway Manager (Elect.) Western Railway Ahmedabad. Should the tenderer fail to observe or comply with the foregoing stipulation, the amount deposited or Bank guarantee bond submitted as Bid Security for the due performance of the above stipulation, shall be forfeited to the Railway.
- (c) If his tender is accepted,
- (i) The Bid Security mentioned in sub Para(a) above deposited in cash through e-payment gateway will be retained as part security for the due and faithful fulfilment of the contract in terms of Clause 16 of the Standard General Conditions of Contract.
 - (ii) The Bid Security mentioned in sub para(a) above submitted as Bank Guarantee bond, will be encashed as part security for the due and faithful fulfilment of the contract in terms of Clause 16 of the Standard General Conditions of Contract.
- The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation to the Bid Security that may happen thereto-while in their possession, nor be liable to pay interest thereon.
- (d) In case Contractor submits the Term Deposit Receipt/Bank Guarantee Bond towards either the Full Security Deposit or the Part Security Deposit equal to or more than Bid Security, the Railway shall return the Bid Security so retained as per sub para(c) above, to the Contractor.

- 7. Rights of the Railway to deal with Tender:** The authority for the acceptance of the tender will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest tender or any other tender, and tenderer(s) shall neither demand any explanation for the cause of rejection of his/ their tender nor the Railway to assign reasons for declining to consider or reject any particular tender or tenders.
- 8.** 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.
- 9.** If any partner(s) of a partnership firm expires after the submission of its tender or after the acceptance of its tender, the Railway shall deem such tender as cancelled/contract as terminated under clause 61 of the Standard General Conditions of Contract, unless the firm retains its character as per partnership agreement. If a sole proprietor expires after the submission of tender or after the acceptance of tender, the Railway shall deem such tender as cancelled / contract as terminated under clause 61 of the Standard General Conditions of Contract.

10. Eligibility criteria for the tenderer

10.1 Technical eligibility criteria:

- (a) Tenderer has to submit attested copy of valid electrical contractor's license as per IE rule 45, which can be in his own name or in the name of his firm.
- (b) The tenderers shall submit 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 as **Annexure V.** of Standard General Condition of Contract, April-2022 amended up to latest correction slip before inviting date of tender. In addition to **Annexure-V**, in case of other than Company/Proprietary Firm, **Annexure - V(A)** shall also be submitted by each member of a Partnership Firm / Joint Venture (JV) / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. as the case may be. Non submission of above certificate 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.
- (c) The tenderer must have successfully completed or substantially completed any 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 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.
- (d) (1) 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 d(1): Separate completed works of minimum required values shall also be considered for fulfilment of technical eligibility criteria for different components.
- (d)(2) 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.
- (d)(3) 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 Contract or through sub-contractor fulfilling the requirements as per clause 7 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 fulfilment of technical eligibility. Such subcontractor must fulfil 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.

(e) Similar nature work means Tenderer should have experience on: "Execution of any 1500V DC or 25 kV AC OHE work." (Authority: PCEE-WR/CCG's letter No.EL/90/TRD/W/1 dated 21.01.2009)

Note for Item 10.1(c) & 10.1(d):

Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organization, work experience certificate issued by Public listed company having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of closing of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates.

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

10.2 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-VIB of Indian Railways Standard General Conditions of Contract - April 2022, along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet.

10.3 Bid Capacity: The tender/technical bid will be evaluated based on bid capacity formula detailed as Annexure-VI of Indian Railways Standard General Conditions of Contract - April 2022 with latest correction slip.

10.4 No Technical and Financial credentials are required for tenders having advertised value up to Rs. 50 lakhs. But electrical contractor license is required.

10.5 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 authorised 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 10 including clause 10.1 to 10.5 - Eligibility Criteria:

1. Substantially Completed Work means an on-going 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 on-going 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.
2. In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfilment of credentials.
3. If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfilment of credentials.
4. In case of completed work, the value of final bill (gross amount) including the PVC amount (if paid) shall be considered as the completion cost of work. In case final bill is pending, only the total gross amount already paid including the PVC amount (if paid) shall be considered as the completion cost of work.

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.

5. If a bidder has successfully completed a work as subcontractor and the work experience certificate has been issued for such work to the subcontractor by a Govt. Organization or public listed company as defined in Note for Item 10.1 Para 10 of the Tender Form (Second Sheet), the same shall be considered for the purpose of fulfilment of credentials.
6. **In case a work is considered similar in nature for fulfilment of technical credentials, the overall cost including the PVC amount (if paid) of that work or substantially completed work, shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.**

7. In case of newly formed partnership firm, the credentials of individual partners from previous propriety firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution / split and their share in newly formed partnership firm. For example, a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of 0.3×0.2 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.(s) in case of dissolution of partnership firm(s) etc.
8. In case of existing partnership firm, if any one or more partners quit the partnership firm, the credentials of remaining partnership firm shall be re-worked out i.e., the quitting partner(s) shall take away his credentials to the extent of his share on the date of quitting the partnership firm (e.g. in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and credentials of Rs 10 crore; in case partner C quits the firm, the credentials of this partnership firm shall remain as Rs 6 crore). For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.
9. In case of existing partnership firm if any new partner(s) joins the firm without any modification in the name and PAN/TAN no. of the firm, the credentials of partnership firm shall get enhanced to the extent of credentials of newly added partner(s) on the same principles as mentioned in item 6 above. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deeds, dissolution/splitting deeds and proof of surrender of PAN No.(s) in case of dissolution of partnership firm etc.
10. Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., In a partnership firm of A&B partners, A or B partner cannot use credentials of partnership firm of A&B partners in any other partnership firm or propriety firm without leaving partnership firm of A&B partners.
11. In case a partner in a partnership firm is replaced due to succession as per succession law, the proportion of credentials of the previous partner will be passed on to the successor.
12. If the percentage share among partners of a partnership firm is changed, but the partners remain the same, the credentials of the firm before such modification in the share will continue to be considered for the firm as it is without any change in their value. Further, in case a partner of partnership firm retires without taking away any credentials from the firm, the credentials of partnership firm shall remain the same as it is without any change in their value.
13. In a partnership firm "AB" of A&B partners, in case A also works as propriety firm "P" or partner in some other partnership firm "AX", credentials of A in propriety firm "P" or in other partnership firm "AX" earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB.
14. In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm.
15. In case company A is merged with company B, then company B would get the credentials of company A also.]

NOTE:

- i. Tender committee would satisfy themselves about the authenticity of the certificates produced by the tenderer(s) to this effect which may be an attested certificate from the employer/ client, audited balance sheet duly certified by the chartered accountant etc.
- ii. Tenderer should submit documentary proof in support of fulfilling the eligibility conditions mentioned above along with his tender document. If any or all of the documents required are available in other tender of this office or even otherwise, the same shall not be taken in to consideration and such offer shall be treated as incomplete and summarily rejected. No correspondence in this regard shall be entertained from either side except for seeking additional information on already submitted documents, if any or for verifying the documents itself.
- iii. Tenderer should submit attested copy of schedule of rates & quantities along with completion certificates in favour of complying eligibility condition 10.1(c) & 10.1(d) Only certificates for work completed in all respect shall only be considered for complying eligibility condition 10.1(c) & 10.1(d) i.e. certificates for work in progress shall not be considered for completion of similar work of required amount.

11. Tenderer's Credentials :-

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

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

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

forfeiture of the tender Bid Security besides banning of business for a period of up to **two** years.

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

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

13. Execution of Contract Documents: The successful Tenderer(s) shall be required to execute an agreement with the President of India acting through the Senior Divisional Electrical Engineer, Ahmedabad, Western Railway for carrying out the work according to Standard General Conditions of Contract, Special Conditions / Specifications annexed to the tender and Standard Specifications (Works and Materials) of Railway as amended/corrected up-to latest correction. slips, mentioned in tender form (First Sheet).

14. 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 the attested copies of the constitution of their concern, and copy of PAN Card along with their tender. Tender Documents in such cases are to be signed by such persons as may be legally competent to sign them on behalf of the firm, company, association, trust or society, as the case may be.

II. Following documents shall be submitted by the tenderer:

a) Sole Proprietorship Firm:

i. All documents in terms of Para 10 of the Tender Form (Second Sheet) above.

b) HUF:

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

ii. All other documents in terms of Para 10 (Eligibility criteria) of the Tender form (Second Sheet) of Indian Railways Standard General Condition of Contract – April 2022 with latest ACS.

c) Partnership Firm:

i. All documents as mentioned in para18 of the Tender Form (Second Sheet) of Indian Railways Standard General Condition of Contract, GCC – April 2022 with latest ACS.

d) Joint Venture (JV): All documents as mentioned in para 17 of the Tender Form (Second Sheet) of Indian Railways Standard General Condition of Contract – April 2022 with latest ACS.

e) Company registered under Companies Act-2013: The tenderer shall submit

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

ii. A copy of Certificate of Incorporation.

- iii. A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company.
- iv. All other documents in terms Para 10 of the Tender Form (Second Sheet) of Indian Railways Standard General Condition of Contract – April 2022.

f) LLP (Limited Liability Partnership) Firm:

- (i) A copy of LLP Agreement
- (ii) A copy of Certificate of Incorporation
- (iii) A copy of Power of Attorney/Authorization issued by the LLP in favour of the individual to sign the tender on behalf of the LLP and create liability against the LLP.
- (iv) An undertaking by all partners of the LLP that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were / are partners/members. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.
- (v) All other documents in terms Para 10 of the Tender Form (Second Sheet) of Indian Railways Standard General Condition of Contract – April 2022.

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

- (i) A copy of the Certificate of Registration,
- (ii) A copy of Memorandum of Association of Society/Trust Deed
- (iii) A copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust.
- (iv) A copy of Rules & Regulations of the Society
- (v) All other documents in terms Para 10 of the Tender Form (Second Sheet) of Indian Railways Standard General Condition of Contract – April 2022.

- III. If it is NOT mentioned in the submitted tender that tender is being submitted on behalf of a Sole Proprietorship firm / Partnership firm / Joint Venture / Registered Company etc., then the tender shall be treated as having been submitted by the individual who has signed the tender.
 - IV. After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm / Partnership Firm / Registered Company/ Registered Trust / Registered Society/HUF/LLP etc. shall be neither asked nor considered, if submitted. Further, no suo-moto cognizance of any document available in public domain (i.e., on internet etc.) or in Railway's record/office files etc. will be taken for consideration of the tender, if no such mention is available in tender offer submitted.
 - V. A tender from JV shall be considered only where permissible as per the tender conditions.
 - VI. The Railway will not be bound by any change of power of attorney or in the composition of the firm made subsequent to the submission of tender. Railway may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.
- 15.** The tenderer whether sole proprietor/ a company or a partnership firm / joint venture (JV) / registered society / registered trust/HUF/LLP etc. if they want to act through agent or individual partner(s), should submit along with the tender, a copy of power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of

the firm or any other person, specifically authorizing him/them to sign the tender, submit the tender and further to deal with the Tender/ Contract up to the stage of signing the agreement except in case where such specific person is authorized for above purposes through a provision made in the partnership deed / Memorandum of Understanding / Article of Association /Board resolution, failing which tender shall be summarily rejected.

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

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

16. Employment/Partnership etc. of Retired Railway Employees:

a) Should a tenderer

- (i) be a retired Engineer of the gazetted rank or any other gazette 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 a retired Engineer of the gazetted rank or any other gazette officer working before his retirement. OR
- (iii) being an incorporated company have any such retired Engineer of the gazetted rank or any other gazetted officer working before his retirement as one of its directors.

AND

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

THEN

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

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

date of his employment with tenderer and in case he had retired from service within a year then he possesses the requisite permission from the President of India or any officer, duly authorized by him in this behalf, to get associated with the tenderer.

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

Note:- If information as required as per 16.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.

- 17. Participation of Joint Venture (JV) in Works Tender** as mentioned in Clause 17 of the Tender form of Second sheet of Indian Railways Standard General Conditions of Contract, April 2022 amended up to latest correction slips.
- 18. Participation of Partnership Firms in works tenders** as mentioned in Clause 18 of the Tender form of Second sheet of Indian Railways Standard General Conditions of Contract, April 2022 amended up to latest correction slips.
- 19.** It is responsibility of the tenderer to check any correction, or any modifications published subsequently in website and the same shall be taken into account while submitting the tender on website.
- 20.** Each of the page of tender documents and corrigendum (if any) is required to be signed by person/ persons submitting the tender in token of their having acquainted themselves with latest GCC, standard specification as laid down at the time of contract agreement.
- 21.** Tenderer/s is/are free to download tender document at their own risk and cost, for the purpose of perusal as well as for using the same as tender document for submitting the offer. Master copy of the tender document is available in the office of The Sr. Divisional Electrical Engineer (TRD), Western Railway, Ahmedabad-45. After award of work an agreement will be prepared based on the master copy of tender available in the above-mentioned office. In case, any discrepancy between the tender documents downloaded from the Internet and master copy later shall prevail and will be binding on the tenderer/s no claim on this account will be entertained.
- 22.** If any change/addition/deletion is made by the Tenderer/Contractor and the same is detected at any stage even after the award of the tender, full earnest money deposit will be forfeited, and the contract will be terminated at his/their risk and cost. The tenderer is also liable to be banned from doing business with Railways and/or prosecuted.
- 23. Error/omission and discrepancies-** The tenderer shall not take advantage of any error due to typing or otherwise, if there is any doubt, that shall be brought to notice of Sr.DEE/TRD/ADI without delay and same shall be dealt as per Railway's requirement only and to Railway's advantage only.

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.

24. Tenderers are requested to submit his offer well within the closing time of tender and Railway will not be responsible for any last minute technical snag whatsoever in submission of bid.

25. Bid Security:

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

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

Note:

- i. The bid security shall be rounded off to the nearest Rs.100. This bid security shall be applicable for all modes of tendering.
 - ii. Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Start-ups' shall be exempted from payment of bid security detailed above.
 - iii. Labour Cooperative Societies shall submit only 50% of above Bid Security detailed above.
- (b) It shall be understood that the tender documents have been issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resile from his offer or modify the terms and conditions 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.
- (c) If his tender is accepted, this Bid Security mentioned in sub clause (a) above will be retained as part security for the due and faithful fulfilment of the contract in terms of Clause 16 of the Standard General Conditions of Contract. The Bid Security of other Tenderers shall, save as herein 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.
2. The Bid Security shall be deposited either in cash through e-payment gateway or submitted as Bank Guarantee bond from a scheduled commercial bank of India or as mentioned in tender documents. The Bank Guarantee bond shall be as per **Annexure – VI A (of SGCC - April, 2022)** and shall be valid for a period of 90 days beyond the bid validity period.
3. **In case, submission of Bid Security in the form of Bank Guarantee, following shall be ensured:**
- i. A scanned copy of the Bank Guarantee shall be uploaded on e-Procurement Portal (IREPS) while applying to the tender.

- ii. The original Bank Guarantee should be delivered in person to the official 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 Railway assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.
- 26.** The bid security for the due performance of the stipulation to keep the offer open till the date specified in the tender will be refunded to the unsuccessful tenderer/ tenderers within a reasonable time, after deducting postal registration charges and other if any Amount. The full bid security deposited by the successful tenderer/tenderers, will be retained towards the security deposit for due and faithful fulfilment of the contract, but shall be forfeited if the contractor fails/contractors fail to execute the Agreement bond or to start the work within the time as specified in the letter of offer after notification of the acceptance of his/their tender. The Railway shall not be responsible for any loss or depreciation that may happen to the bid security while in their possession and not be liable to pay interests there on.
- 27.** Tenderer shall submit documentary proof in support of satisfying eligibility criteria, failing which their offer shall be treated as invalid & summarily rejected.
- 28.** In case whether the power of attorney/partnership deed has not been executed in English the true and authenticate copies of translation of the same by advocate authorized translator of court and licensed petition writers should be supplied by the contractor while tendering for the work.
- 29.** A) If the tenderer/s has/have already submitted the partnership deed, power of attorney or any other documents relating to their firm they will attach a declaration signed by all the partners of firm to the following effect. The partnership deed, power of attorney is already submitted to the Railway Administration vide letter No. _____ dated _____ hold good for this contract also.
- B) The Railway will not be bound by any power of attorney granted by the tenderer or by change in the composition of the firm made subsequent to the execution of

the contract. It may however, recognized such powers of attorney and change after obtaining proper legal advice the cost of which will be chargeable to the contractor. This charges payable by the tenderer at the time of submitting the power of attorney for scrutiny legal advice. If the power of attorney is not accepted otherwise than for legal effect the charges will be refunded, if the power of attorney is returned on account of legal defect for correction separate charges as applicable for security of corrected power of attorney will be payable by the tenderer while resubmitting the power of attorney. The same charges will be recoverable for scrutiny of all documents as in file of **TRD-ADI-T-14-2026-27**. The charges mentioned above are liable to vary and contractor shall be bound to make payment as per latest norms. Power of attorney, partnership deed, joint ventures or any other legal documents shall be subjected for legal vetting in head quarter office unless these are already vetted and no change have been incorporated in them till date of opening of tender. No payment shall be made unless legal vetting is obtained on such documents.

30. **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 a 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.
31. The successful tenderer/tenderers shall be required to execute an agreement with the president of India acting through Divisional Railway Manager (Elect.) Western Railway Ahmedabad to carry out the work according to the latest Standard General Conditions of Contract and as per terms & conditions of the tender and technical specifications of the work.
32. **Railway Passes:** No free railway passes shall be issued by the Railway to the Contractor or any of his employee/worker.
33. **Carriage of Materials:** No forwarding orders shall be issued by the Railway for the conveyance of Contractor's materials, tools and plant by train which may be required for use in the works and the Contractor shall pay full freight charges at public tariff rates therefor.
34. The successful tenderer will however have no right or claim in the execution of the work, which is in opinion of the Sr. Divisional Electrical Engineer (TRD) that work should be carried out departmentally or otherwise. The Sr. Divisional Electrical Engineer (TRD) reserves to himself the right at any time after the acceptance of the tender to keep back from the contract and carry work in other ways or by other agency all work or any portion of work he may think fit without assigning any reasons.
35. All loading/ unloading and transportation that may be required shall be done by the contractor at his own cost. No counter offer/ deviation from tender conditions shall be given in the tender. The rates should be inclusive of supervision and all incidental charges. No extra payment on any account would be admissible.
36. Cess and drinking water charges will be recovered from the contractors as per rules in force from time to time.
37. Royalty on materials to be supplied by the contractor for construction work if any (Except those to be supplied by the Railway) will be borne by the contractor.
38. Arrangements for permits or license for materials will not made by the Railway, but assistance will be given whenever possible.

39. All taxes, duties and other Govt. levies etc. shall be liable to be deducted as per rates and rules in force at the time of preparation of bill and contractor shall have no objection in this regard. The rates quoted by tenderer shall be inclusive of all taxes, duties and other Govt. levies etc.
40. The successful tenderer should give no claim certificate at the time of signing the final bill. The payment of the final bill as well as refund of security deposit will not be arranged till such certificate is given.
41. Non-compliance with any of the conditions set forth there in above is liable to result in the tender may be rejected.
42. The tender form is not transferable.
43. The tenderer(s) shall inspect the proposed site of work and acquaint himself/themselves with the site conditions, working hours, layout of land, trees and shrubs that he/they will have to cut, type of strata likely to be met within the burrow pits, stacking space for materials, approach roads, path ways available, etc. and all relevant items connected with the execution of the work. No claim shall be entertained for the contractor (s) making his/their own arrangement for approaches/approach road from outside Railway land and contractor (s) will bear entire expenses such as road taxes, payment for right of way, etc. outsiders and for construction of approaches/approach roads etc.
44. The contractor shall inspect the site fully before quoting of tender. The work shall be done as per site requirements and tender schedule. The contractor shall quote rates after fully satisfying himself about site requirements.
45. All drawings copies of which may be furnished to the contractors by the Railway Administration shall be treated as secret documents and should not be handed over or shown to the persons other than who are directly concerned with the work. The drawings shall be returned to the Engineer-in-charge on completion of the works or termination of the contract.
46. The contractor shall take all steps necessary to ensure that all persons employed to any work in connection with this contract have noticed that the Indian official secret act 1923 (XIV) of 1923 is applied to them and will continue to apply even after the execution of such work under the contract.
47. Tenderer shall have not tamper/ modify the tender forms in any manner. In case, if the same is found to be tampered/ modified, tender will be summarily rejected and full bid security will be forfeited and tenderer are liable to be banned from doing business with Railways and/or prosecuted.
48. The tenderer should keep the offer open **for 60 days** from the date of opening of the tender.
49. **Rates tendered should be inclusive of all taxes & levies etc. If there is any variation** between the rates quoted in figures and in words the rates quoted in "WORDS" shall be taken as correct. However, If more than one or improper rates are quoted, then such ambiguous offers shall be summarily rejected. Similarly, if a tenderer fails to strike out "below/above/at par" then in such condition the offer shall be treated as below.
50. The completion period of the work will be **Twelve Months**.
51. The tenderer shall submit an analysis of rates if called upon to do so.
52. This work shall be governed by latest Standard General Conditions of Contract of Railway amended up to the date of inviting of tender.
53. Railway shall not be responsible for any personal injury or loss to the representative of the firm or any other loss to the firm while they are on the job at Railway premises. The contractor's representative shall observe all the disciplinary and safety codes as applicable to Railway employees at the premises of Railways.

54. The successful contractor should have experience and expertise in undertaking such jobs and he will get the work done by experienced and skilled manpower.
55. The rates are firm & consolidated and inclusive of all taxes, duties, levies including ED, ST on works contract, incidental transport etc.
56. No payment at the stage of supply shall be made against all items where supply rates have been shown zero. Full payment of supply, erection & labour charges for quantity executed against these items shall be given after completion of that particular quantity in running / final bills.
57. Price Variation clause (PVC) if applicable then it will be as per latest SGCC April-2022 with latest A&C slip.
58. The Schedule of Rates & Quantities shall be read together with the GCC in vogue and the terms & conditions incorporated in the tender paper.
59. The unit rate in the rate schedule includes supply, installation, testing, & commissioning including all contingent material like hardware, bushes, PVC flexible pipe, down rods, chain, clamps, connecting wires etc. if not specified in the rates schedule.
60. All released material, if any, shall have to be handed over to concerned Railway supervisor in-charge of the jurisdiction with deploying manpower as well as own transport of contractor.
61. Any correction in made by the tenderer/tenderers his/their entries must be attested by him/them.
62. During execution of contractual work, the consignee should not issue departmental material (which is contractor supply items) to the contractor keeping Railways interest at top priority.
63. Contract shall be governed by GST act and rules as applicable from time to time.
64. **Care in submission of tender.**
 - (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 service Tax Act, 2017 (CGST) / Integrated Goods and Service Tax Act, 2017(IGST) / Union Territory Goods and Service Tax Act, 2017(UTGST) / respective state's State Goods and Service Tax Act (SGST) also, as notified by Central / State Govt. & as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax credit (ITC) likely to be availed by them is duly considered while quoting rates.
 - (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.

No-filing of GST returns.

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

Any other non-compliance done by Contractor.

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

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

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

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

65. Contractor shall follow the guidelines regarding application of policies/Laws related to “contract labour” as given in SGCC – April, 2022.

1. Social security covers under ESI Act, PF Act are to be followed.
2. Issue of ID cards.
3. Labour Law Related to
 - I. Minimum Wages Act.
 - II. Payments of Wages Act.
 - III. Apprentice Act.
 - IV. Provisions of contract labour (Regulation and abolition) Act.
 - V. Reporting of accident to Engineer or Engineer Representative.
 - VI. Provision of workmen compensations Act.
 - VII. Railway not to provide quarters to contractors.
 - VIII. Compliance of rules for employment of labour.
 - IX. Non employment of female labour in cantonment areas.
 - X. Non employment of labour below the age of 15.
 - XI. Medical fitness of labour is to be followed.

SPECIAL CONDITIONS OF TENDER

1. Provisions of Contract Labour (Regulation and Abolition) Act, 1970 and central rules 1971:

- a) The Contractor shall comply with the provision of the contract labour (Regulation and Abolition) Act, 1970 and the Contract labour (Regulation and Abolition) Central Rules 1971 as modified from time to time, wherever applicable and shall also indemnify the Railway from and against any claims under the aforesaid Act and the Rules.
- b) The Contractor shall obtain a valid license under the aforesaid Act as modified from time to time before the commencement of the work and continue to have a valid license until the completion of the work. Any failure to fulfil the requirement shall attract the penal provision of the Act.
- c) The Contractor shall pay to the labour employed by him directly or through subcontractors the wages as per provision of the aforesaid Act and the Rules wherever applicable. The Contractor shall not withstand the provisions of the contract to the contrary, cause to be paid the wages to labour, indirectly engaged on the works including any engaged by subcontractors in connection with the said work, as if the labour had been immediately employed by him.
- d) In respect of all labour directly or indirectly employed in the work for performance of the Contractor's part of the contract, the Contractor shall comply with or cause to be complied with the provisions of the aforesaid Act and Rules wherever applicable.
- e) In every case in which, by virtue of the provisions of the aforesaid Act or the rules, the Railway is obliged to pay any amount of wages to a workman employed by the Contractor or his sub-contractor in execution of the work or to incur any expenditure on account of the contingent, liability of the Railway due to the Contractor's failure to fulfil his statutory obligations under the aforesaid Act or the rules, the Railway will recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred and without prejudice to the rights of the Railway under the Section 20, Sub-Section (2) and Section 2, Sub-Section (4) of the aforesaid Act, the Railway shall be at liberty to recover such amount or part thereof from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India. The Railway shall not be bound to contest any claim made against it under Sub-Section (1) of Section 20 and Sub-Section (4) of Section 21 of the aforesaid Act except on the written request of the Contractor and upon his giving to the Railway full security for all costs for which the Railway might become liable in contesting such claim. The decision of the Chief Engineer regarding the amount actually recoverable from the Contractor as stated above shall be final and binding on the Contractor.

2. Inspection:

The Railway's representative/ officers for checking the progress and quality of work could inspect the work site at any time. Any defects as may be noticed by the inspecting officials will have to be rectified by the contractor at his cost. In case the inspecting officer finds the progress unsatisfactory or the quality of work inferior, he may immediately order the contractor to suspend the work. The defects noticed should be got attended immediately, failing which the defects could be got rectified and the balance work got completed through any other agency at risk and cost of the defaulting contractor.

2.1 Inspection of Material

- 2.1.1 Inspection of the materials will be carried out by RDSO/RITES or by authorized representatives of the Engineer in-charge of the work, at the Manufacturer's premises prior to dispatch in presence of Contractor's representative. All the materials/equipment to be supplied shall conform to the relevant specification only.
- 2.1.2 The inspection charges, if any, shall be reimbursed by the railway on production of documentary evidence from RITES/ RDSO/ authorized & approved testing agency as demanded by the engineer.
- 2.1.3 However in the event of exigencies Railway reserves the right to change the inspecting authority from RITES/RDSO to Consignee.

3. Tools and plants:

The contractor will have to make his own arrangements for tools and plants required for execution of the works.

4. Works completion report:

The work completion report will have to be given by the contractor after the work has been completed in all respects with information as specified in clause and before submitting his final bill.

5. Modification to Contract to be in Writing:

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

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

(2) (I) Unless otherwise specified in the special conditions of the contract, the accepted variation in quantity of each individual item of the contract would be up to 25% of the quantity originally contracted, except in case of foundation work (in which no variation limit shall apply). However, the rates for the increased quantities shall be as per sub- para (iii) below.

(II) The Contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever up to the limit of 25% variation in quantity of individual item of works.

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

- a. Quantities operated in excess of 125% but up to 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender.
- b. Quantities operated in excess of 140% but up to 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender.
- c. Variation in quantities of individual items beyond 150% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.
- d. Variation to quantities of Minor Value Item:
The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1 % of the total original agreement value.
 - d.(i) Quantities operated up to and including 100% of the agreement quantity of the concerned minor value item, shall be paid at the rate awarded for that item in that particular tender.
 - d.(ii) Quantities operated in excess of 100% but up to 200% of the agreement quantity of the concerned minor value item, shall be paid at 98% of the rate awarded for that item in that particular tender.
 - d.(iii) Variation in quantities of individual minor value item beyond 200% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.
- (IV) In case of earthwork, the variation limit of 25% shall apply to the gross quantity of earthwork items and variation in the quantities of individual classifications of soil shall not be subject to this limit.
- (V) As far as Standard Schedule of Rates (SSOR) items are concerned, the variation limit of 25% would apply to the value of SSOR schedule(s) as a whole and not on individual SSOR items. However, in case of Non-Standard Schedule of Rates (SSOR) items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).

(3) Valuation of Variations: The enlargements, extensions, diminution, reduction, alterations or additions referred to in Sub-Clause (2) of this Clause shall in no degree affect the validity of the contract; but shall be performed by the Contractor as provided therein and be subject to the same conditions, stipulations and obligations as if they had been originally and expressively included and provided for in the Specifications and Drawings and the amounts to be paid therefor shall be calculated in accordance with the accepted Bill(s) of Quantities. Any extra items/quantities of work falling outside the purview of the provisions of Sub-Clause (2) above shall be paid for at the rates determined under Clause-39 of Standard General Condition of Contract, April-2022.

7. Guarantee/ Defect Liability (as applicable)

- I. The Contractor shall guarantee satisfactory working all the equipment & the installations erected by him, irrespective of origin (imported or indigenous) shall be guaranteed for trouble free and satisfactory performance for a period of 12 months from date of commissioning or 18 months from date of supply whichever is earlier. The guarantee for spares should be coincident with the guarantee for erected equipment.
- II. During the period of guarantee the Contractor shall keep available an experienced engineer and necessary equipment to attend to any defective installations

resulting from defective erection and / or defects in the equipment supplied by the contractor. This engineer shall not attend to rectification of defects, which arise out of normal wear and tear and come within the purview of routine maintenance work. The Contractor shall bear the cost of all modifications, additions or substitutions that may be considered necessary due to faulty material, design or workmanship for the satisfactory working of the equipment. The final decision shall rest with the Electrical Engineer in-charge of work or his (their) successor(s)/nominee.

- III. During the period of guarantee the Contractor shall be liable for the replacement at site of any parts which may be found defective in the equipment whether such equipment be of his own manufacture or those of his sub-contractors, whether arising from faulty design, material, workmanship or negligence in any manner on the part of the Contractor provided always that such defective parts or not repairable at site are promptly return to the contractor if so required by him at his (Contractor's) own expenses. In case of type defects in Contractor's equipment & components detected during the guarantee period, the Contractor should replace all such items irrespective of the fact that whether all such items have failed or not. The Contractor shall bear the cost of repairs carried out on his behalf by the Purchaser at site. In such a case, the Contractor shall be informed in advance of the works proposed to be carried out by the Purchaser.
- IV. If it becomes necessary for the Contractor to replace or renew any defective portions of the equipment under the para-aforesaid then the provision of the said para shall also apply to the portions of the equipment so replaced or renewed until the expiration of six months from the date of such replacement or renewal or until the end of above mentioned period whichever is later. Such extension shall not apply in case of defects of a minor nature, the decision of the Engineer or his successor / nominee being final in the matter. If any defect be not remedied within a reasonable time during the aforesaid period, the Purchaser may proceed to do the work at the Contractor's risk and expense, but without prejudice to any other rights and remedies which the Purchaser may have against the Contractor in respect of such defects or faults.
- V. The repaired or renewed parts shall be delivered and erected on site free of charge to the Purchaser.
- VI. Any material, fittings, components or equipment supplied shall also be covered by the provision of this paragraph. The liability of the contractor under the guarantee will be limited to re-supply of equipment, components and fittings. Such re-supply shall be affected at the contractor's depot or, in the event of closure of the depot, at the store depot or the Engineer in charge of maintenance of overhead equipment of the section covered by the contract.
- VII. In the case of materials, components, fittings and equipment supplied by the purchaser, no liability will rest on the contractor for failure on account of defective materials or workmanship and for any consequential damages. Such defective materials, if not yet erected on line, will be returned to by the contractor to the purchaser and such quantities will be considered for the purpose of final reconciliation over and above.
- VIII. No tools & plants shall be supplied by railways.
- IX. The Contractor shall receive calls for any and all problems experienced in the operation of the systems, attend to these within 12 hours of receiving the complaints and shall take steps to immediately correct any deficiencies that may exist.

- X. The Equipment supplied shall provide satisfactory services as per scope of work during and up to completion of guarantee period. In case, the system malfunctions or does not perform to the required standards as specified in scope, the penalty/recovery for exceeding the prescribed/offered limit as deemed fit in the opinion of the engineer in-charge of work, the same shall be recovered from the contractor from the payment due or through encashment of Bank Guarantee available in hand.

8. General Conditions of Contract:

Contractor shall abide the Standard General Conditions of Contract, April - 2022 with latest A&C slip of Railways.

9. Jurisdiction of court:

If any dispute arises between the parties with respect to this agreement, any application or suit shall be instituted only in the court with the local limits of whose jurisdiction, the Western Railway's Divisional Headquarters Office is situated and both the parties shall be bound by this clause.

10. Terms of payment:

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

- (a) 80% of prices of supply of materials on receipt and acceptance of material at site.
- (b) 90% of prices of erection and 10% of prices of supply after successful erection of equipment/material.
- (c) Balance 10% of supply & 10% of erection cost after commissioning of work and issue of provisional acceptance certificate.

Note: 1. All items unless specifically mentioned as to be paid for supply shall be deemed to have been complete item of supply, installation, testing & commissioning and accordingly the progressive payment shall be made for each item 90% on erection & 10% on testing and commissioning and issue of PAC as the case may be. Till the successful testing & commissioning all payment made shall be progressive and 'on account' payment.

NOTE:-

- As per the FA & CAO's letter no. HQ/Bks/CPC/Misc. Corresp/Vol II, dated 02/07/2010, Reserve Bank of India will stop the practice of honouring cheques issued by Railways on their outstation accounts with RBI from 31.08.2010.
- All the payments to the contractors, suppliers, etc. are to be made only in electronic modes (NEFT/RTGS).
- The Contractors who do not have an Account in NEFT/RTGS enabled bank branches may shift their account to NEFT/RTGS enabled bank branches. (List of such bank branches is available at RBI's website www.rbi.org.in/scripts/neft.aspx).
- Tenderers should provide the details of bank name, branch name and address, Account type, Bank account no. and bank and branch code as appearing in the MICR cheque issued by the bank. The Tenderer should also attach certificate from their bank certifying the correctness of all the above mentioned information.

- The tenderer for carrying out any construction work in Gujarat must get themselves registered from the Registering Officer under Section – 7 of the Building and Other Construction Workers Act, 1996 and rules made thereto by the Gujarat Govt. and submit certificate of Registration issued from The Registering Officer of the Gujarat govt. Labour Dept. For enactment of this ACT, the tenderer shall require to pay cess@1 % of cost of construction work to be deducted from each bill. Cost of material shall be outside the purview of cess, when supplied under a separate schedule item.
- **Special conditions for 'Letter of Credit' (LC) as Mode of Payment in Works Tenders or Service tenders:**
- 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. 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 as per latest guideline, 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 Authorisation (format as per Annexure 2) 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 Authorisation.
- h) The Document of Authorisation shall be issued by Railway Accounts Office against each bill passed by Railways.
- i) On issuance of Document of Authorisation, a copy of Document of Authorisation shall be posted on IREPS for download by the contractor. A digitally signed copy of Document of Authorisation 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 Authorisation 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 Authorisation, 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 Authorisation 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 L.C., 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.

11. Performance Guarantee [PG]:

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 up to 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 21 (Twenty-one) days, i.e. from 22nd day after the date of issue of LOA. Further, if the 60th day happens to be a declared holiday in the concerned office of the Railway, submission of PG can be accepted on the next working day.

In all other cases, if the Contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated. In case contract is terminated railway shall be entitled to forfeit Bid security and other dues payable against that contract, subject to maximum of PG amount. In case a tenderer has not submitted Bid security on the strength of their registration as a Start-up 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) of this para 11 (i.e. Performance guarantee) in any following forms :-

- i. A deposit of Cash;
- ii. Irrevocable Bank Guarantee;
- iii. Insurance Surety Bond as per Annexure-XVII of GCC with latest ACS.

Note:

In case of extension of Date of Completion, selected bidder needs to submit extended Insurance Surety Bond / Fresh Insurance Surety 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 **Senior Divisional Finance Manager, Western Railway, Ahmedabad** (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 up to 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 en-cashed.
- (g) The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
- i. Failure by the Contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.

- ii. Failure by the Contractor to pay President of India any amount due, either as agreed by the Contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer.
 - iii. The Contract being determined or rescinded under clause 62 of SGCC, April - 2022.
- (h) If a tender is accepted on the quoted rates of bidder which is below the advertised tender value, an **additional performance security** shall be submitted by the bidder as below:

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

12.(1) Security Deposit [SD]:

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 fulfilment 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.

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

- (a) Final Payment of the Contract as per clause 51(1) of SGCC, April-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 SGCC, April-2022, in case applicable.

12. (2) (ii) Forfeiture of Security Deposit: Whenever the contract is rescinded as a whole under clause 62 (1) of SGCC, April - 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 SGCC, April – 2022, the Security Deposit shall not be forfeited.

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

13. Provision of Efficient and Competent Staff at Work Sites by the Contractor:

- (a) The Contractor shall place and keep on the works at all times efficient and competent staff to give the necessary directions to his workmen and to see that they execute their work in sound & proper manner and shall employ only such supervisors, workmen & labourers in or about the execution of any of these works as are careful and skilled in the various trades.
- (b) The Contractor shall at once remove from the works any agents, permitted sub-contractor, supervisor, workman or labourer who shall be objected to by the Engineer and if and whenever required by the Engineer, he shall submit a correct return showing the names of all staff and workmen employed by him.
- (c) In the event of the Engineer being of the opinion that the Contractor is not employing on the works a sufficient number of staff and workmen as is necessary for proper completion of the works within the time prescribed, the Contractor shall forthwith on receiving intimation to this effect deploy the additional number of staff and labour as specified by the Engineer within seven days of being so required and failure on the part of the Contractor to comply with such instructions will entitle the Railway to rescind the contract under Clause 62 of these conditions.

14. Deployment of Qualified Engineers at Work Sites by the Contractor:

- (a) The Contractor shall also employ qualified Graduate Engineer(s) or equivalent, or qualified Diploma Engineer(s), as prescribed in the tender documents
- (b) In case the Contractor fails to employ the Engineer, as aforesaid in Para (a), he shall be liable to pay liquidated damages at the rates, as prescribed in the tender documents.
- (c) No. of qualified Engineers required to be deployed by the Contractor for various activities contained in the works contract shall be specified in the tender documents as 'Special Condition of Contract'.

15. Employment of Diploma and Degree Holder:

The contractor shall employ the following technical staff during the execution of this work:

- [i] One qualified graduate engineer when the cost of the work to be executed is Rs.200 lakhs and above, and.
- [ii] One qualified diploma holder when cost of work to be executed is more than Rs.25 lakhs but less than Rs.200 lakhs. Technical staff should be available at site whenever required by the Engineer in charge to take instruction.
- [iii] In case the contractor fails to employ the qualified engineer, as said above, he, in terms of provisions of GCC clause, shall be liable to pay an amount of Rs.40,000/- (Rs. Forty - thousand only) and Rs.25,000/- (Rs. Twenty Five

thousand - only) for each month or part thereof for the default period for the provisions, as contained in para [i] and [ii] above respectively.

16. Furnishing Wrong Information:

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.

17. Railway Administration Reserve The Rights:

The Railway Administration reserves the right to change or amend the drawings as and when necessary, at any stage of the work. No claim of any kind whatsoever will be entertained by the Railway. In case the execution of any item of the work is held up for want of approved design or late supply of such material as are to be arranged by the Railway, then such failure or delay shall in no way effect or vitiate the contractor or alter the character thereof or entitle the contractor for damages or compensation thereof but in any such case, the Railway may grant such extension of the completion date as may be considered reasonable.

18. Railways Not Bound To Accept Any Tender:

- i. The Railways shall not be bound to accept the lowest or any tender or to assign any reason for non-acceptance or rejection of a tender.
- ii. The Railways reserve the right to accept any tender in respect of the whole or any portion of the work specified in the tender papers or to sub-divide the work among different tenderer or to accept any tender for less than the tendered quantities without assigning any reason whatsoever.
- iii. The Railway Administration reserve the right to modify the quantity from time to time whether it is an increase or decrease in the scope and quantity of work. The tenderer shall not be entitled to any compensation but will be paid for as per contract for the actual work done.

19. If, in the opinion of Railway, tenderer has quoted abnormally low bid then written clarification from the bidder would be required clearly including detailed price analyses of its bid price in relation to scope, schedule, allocation of risks and responsibilities and any other requirements of the bids document as demanded by Railways. If, after evaluating the price analysis and other document submitted by the bidder. Railway determines that the bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price may result into rejection of bid.

20. Approval of materials:

The firm has to submit complete technical data and sample of material to the concerned site supervisor to forward the same in prescribed format for material approval. Material directly submitted to Divisional office will not be entertained.

Contractor should have to take approval of material as per following guidelines:

- a. The contractor has to submit list of material and their sample to Railway site supervisor in writing with proper hand over. The contractor shall arrange demo of sample if Railway called to so.
- b. The Railway site supervisor to forward the list of material to be approved to Division office in the prescribed format.
- c. After scrutinizing of the report of material, by division, at the level of Sr.DEE, approval of material will be conveyed. The contractor should not start work without approval of material in any case.

- d. Successful tenderer has to procure the material from latest list of RDSO/CORE/CEE-WR's approved supplier only where available or as per tender document.

21. Arrangement of block if required and procedure for work

1. If the work shall be done under Block. The same will be arranged by the concerned SSE/TRD in consultation of depot supervisor as per availability of pit. The contractor after submission of written notice by contractor stating labours are ready at site for execution of work.
2. The PB will be given to the contractor looking in to the flow of trains. Sometimes it may not be possible that PB will be granted but the contractor will have to be ready to carry out work every day in the shadow blocks also. However, contractor shall have No claim against non-availability of power block.
3. Contractor will submit a Programme for the complete work duly signed by him and concerned SSE/TRD indicating date, location, section etc. to this office and for arranging Power and Traffic block one week an advance.
4. As the entire work will be carried out under power block, contractor is advised not to burst the power block under any circumstances.
5. The Contractor should maintain **a daily progress and instructions register** at site in which the daily progress of work, details of labour deployed, instruction given by the site engineer and any other constraints is to be recorded and signed by both by Railway and contractor representative.

22. Transportation of material

Transportation of the material up to site has to be arranged by the contractor. Transportation, loading, unloading of the released material from site to the concerned depot are to be arranged by the contractor. "The vehicles and equipment of the contractors can be drafted by the Railway administration in case of accidents/ natural calamity involving human lives"

- a) All the procured material is to be inspected by the concerned depot in charge before placing on existing location and he will put identification mark on material.
- b) In addition to special condition mention in tender documents, all other clauses as per latest GCC shall be applicable for this tender.

23. Mandatory Updation of Labour data on Railway's Shramikkalyan portal by Contractor:

- A. Contractor is to abide by the provisions of various labour laws in terms of clause 54, 55, 55-A and 55-B of Indian Railways Standard General Conditions of Contract. In order to ensure the same, an application has been developed and hosted on website 'www.shramikkalyan.indianrailways.gov.in'. Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/ updation of 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 on the portal within 7 days of receipts 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.

- 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 receipts 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 to 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 contract 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".

24. Token Penalty: - It may be noted that the contractor is liable for token penalty on over shooting of power block affecting train punctuality or any inconvenience to railways as deemed fit in the opinion of the engineer and may be recoverable from dues payable to the contractor.

NOTE:

1. The rates are firm & consolidated and inclusive of all taxes, duties, levies including ED, ST on works contract, incidental transport etc.
2. The Schedule of Rates & Quantities shall be read together with the GCC in vogue and the terms & conditions incorporated in the tender paper.
3. No payment at the stage of supply shall be made against all items where supply rates have been shown zero. Full payment of supply, erection & labour charges for quantity executed against these items shall be given after completion of that particular quantity in running / final bills.
4. All released material, if any, shall have to be handed over to concerned supervisor in-charge of the jurisdiction with deploying manpower as well as own transport of contractor.
5. Tenderers are advised to kindly go through the clause of performance guarantee and clause of security Deposit of special conditions of tender, which have recently been introduced/amended in General Conditions of Contract.
6. **Tenderers are advised to read all the contents of technical specifications in the annexure and quote rates accordingly.**
7. Items details shall be read in conjunction with explanatory note of schedule of tender for respective items.
8. Tenderers are advised not to quote individual item wise rates.
9. Supply & Erection rate shall cover the entire cost of incidental transport lead & lift.

TECHNICAL SPECIFICATION

NAME OF WORK: Gandhidham - New Bhuj - Naliya section - OHE modification work in connection to LC elimination and bridge rebuilding & girder replacement work

SCOPE OF WORK:

The scope of work includes “**Gandhidham - New Bhuj - Naliya section - OHE modification work in connection to LC elimination and bridge rebuilding & girder replacement work**” as per explanatory note and specification attached.

FLOW CHART OF ACTIVITIES TO BE UNDERTAKEN:

1. As soon as LOA is issued to successful tenderer, he shall submit Performance Guarantee bond as explained in tender and sign the contract agreement latest by 21 days of date of issue of LOA.
2. Contractor shall then execute the work under supervision of railways authorised personnel within the period of completion.

Terms & Conditions [Specific to work]:

- A. The contractor shall carry out the electrical work as per IE Rules & Regulation and specification. Relevant IS specifications wherever applicable shall be followed.
- B. In case of any ambiguity in technical specifications of the work, the matter shall be referred to Sr. DEE/TRD/ADI and his decision shall be binding on contractor.
- C. The materials used in the work shall be of the standard make and shall be got approved from officer in charge of execution of work i.e. Sr.DEE/TRD/ADI before its installation.
- D. Electrical works shall be carried out by the contractor in supervision of the railway Engineers and contractor shall inform the railway representative before starting the work.
- E. The released material to be collected and deposited in Rlys supervisor stores by contractor by deploying his own manpower and transport. The released material should be accounted for by Rly's supervisor and contractor with joint note.
- F. **Work should be carried out very cautiously so that Electrical / Telecommunication / Signalling cables passing through underground enroute the rail periphery do not get damage. if any damaged caused to OFC / Quad cable or Electrical cable during execution of the work necessary action/penalty will be taken as per Railway Board's JPO no. 2021/Tele/5(2)/3-Part(1)(3425647) dtd. 12.06.2023.**

Schedule of Item and Rates

Name of work:- Gandhidham - New Bhuj - Naliya section - OHE modification work in connection to LC elimination and bridge rebuilding work

SN	Description	Unit	QTY	Unit Rate in Rs.		Cash Total in Rs.		Total Rs.
				Supply	Erection	Supply	Erection	
Schedule - A - OHE modification in connection with elimination of LC-13 at KM 20/8-9, LC-16 at KM 26/9-27/0, LC-19 at KM 36/0-1 & LC-20 at KM 40/3-4 by providing RUB in Gandhidham - New Bhuj section								
1	Supply & erection of all type of Galvanized bonds (40 x 6 mm)	mtr	100	324	59	32400	5900	38300
2	Slewing of OHE under Power Block.	each span	12	0	8164	0	97968	97968
3	Re-slewing of OHE under Power block	each span	12	0	4282	0	51384	51384
4	ATD locking and unlocking under power block	Nos	16	0	2324	0	37184	37184
5	Adjustment of OHE and Tower wagon checking under power block	each span	24	0	2814	0	67536	67536
6	Supply & erection of retro-reflective number plates	Nos	100	778	116	77800	11600	89400
7	Dismantling of Auxiliary Transformer 25 KV / 240 V 5 KVA with DO fuse assembly, jumper & fittings, LV box & anticlimbing device as per RDSO specifications	Nos	1	0	5047	0	5047	5047
8	Dismantling of Automatic CLS panel 30 Amp. Capacity 240 V for 5kVA AT as per RDSO specifications	Nos	1	0	3201	0	3201	3201
9	Dismantling & removal of Mast, portal, TTC & other small part steel	MT	1	0	9033	0	9033	9033
10	Erection under Power block	LS	1	0	76216	0	76216	76216
Total of Schedule - A								475269.00
Schedule - B - OHE modification in connection with elimination of LC-21 at KM 40/9-41/0, LC-23 at KM 43/3-4, LC-24 at KM 44/1-2 & LC-26 at KM 45/4-5 by providing RUB in Gandhidham - New Bhuj section								
1	Supply & erection of all type of Galvanized bonds (40 x 6 mm)	mtr	100	324	59	32400	5900	38300
2	Slewing of OHE under Power Block	each span	12	0	8164	0	97968	97968
3	Re-slewing of OHE under Power block	each span	12	0	4282	0	51384	51384
4	ATD locking and unlocking under power block	Nos	16	0	2324	0	37184	37184
5	Adjustment of OHE and Tower wagon checking	each span	24	0	2814	0	67536	67536

	under power block							
6	Supply & erection of retro-reflective number plates	Nos	100	778	116	77800	11600	89400
7	Erection under Power block	LS	1	0	76216	0	76216	76216
Total of Schedule - B								457988.00
Schedule - C - OHE modification in connection with Rebuilding of Minor bridges no. 9, 11, 17A, 17B, 19, 20, 22, 26, 31, 37, 39, 41, 42, 43, 44, 45, 46, 49, 64& 65 in Gandhidham - New Bhuj section								
1	Supply & erection of all type of Galvanized bonds (40 x 6 mm)	mtr	500	324	59	162000	29500	191500
2	Slewing of OHE under Power Block	each span	105	0	8164	0	857220	857220
3	Re-slewing of OHE under Power block	each span	105	0	4282	0	449610	449610
4	ATD locking and unlocking under power block	Nos	139	0	2324	0	323036	323036
5	Adjustment of OHE and Tower wagon checking under power block	each span	210	0	2814	0	590940	590940
6	Supply and erection of earth electrode	Nos	50	4968	1773	248400	88650	337050
7	Supply and erection of rolled or fabricated and galvanized traction mast, TTC portal with boom and AT mast, feeder mast with SPS	MT	4	144547	9707	578188	38828	617016
8	Concrete for foundation and plinth in all type of soil incl, hard/ rocky soil (incl. excavation and supply of all material viz., sand, cement, and ballast etc.)	cum	50	0	7693	0	384650	384650
9	Supply and erection of single cantilever assembly complete with insulator	Nos	10	27195	2559	271950	25590	297540
10	Supply & erection of in-span droppers with dropper clips etc as per explanatory note	span	10	5072	1024	50720	10240	60960
11	Supply & erection of 160 sqmm different types of jumpers with fittings i. e. PG clamps	meter	200	2510	444	502000	88800	590800
12	Transfer of OHE from one mast to another support and adjustment of droppers	Nos	10	0	7715	0	77150	77150
13	Erection under Power block	LS	1	0	738341	0	738341	738341
Total of Schedule - C								5515813.00

Schedule - D - New Bhuj- Naliya section:- Replacement of steel girder by PSC slab/composite girder at Br. No. 91 at KM 76/1-2, 113 at KM 71/2-3 & 129 at KM 76/1-2								
1	Slewing of OHE under Power Block	each span	10	0	8164	0	81640	81640
2	Re-slewing of OHE under Power block	each span	10	0	4282	0	42820	42820
3	ATD locking and unlocking under power block	Nos	15	0	2324	0	34860	34860
4	Adjustment of OHE and Tower wagon checking under power block	each span	20	0	2814	0	56280	56280
5	Supply & erection of all type of Galvanized bonds (40 x 6 mm)	Meter	1000	324	59	324000	59000	383000
6	Supply and erection of earth electrode	Nos	20	4968	1773	99360	35460	134820
7	Erection under Power Block	LS	1	0	64675	0	64675	64675
Total of Schedule - D								798095.00
Total of Schedule - (A+B+C+D)								7247165.00

Erection under Power Block

S N	Description	Unit	QTY	Unit Erection rate in Rs.	Total Erection Rate in Rs.
Item No. 10, Schedule - A – Erection under power block					
1	Slewing of OHE under Power Block	each span	12	2449	29388
2	Re-slewing of OHE under Power block	each span	12	1285	15420
3	ATD locking and unlocking under power block	Nos	16	697	11152
4	Adjustment of OHE and Tower wagon checking under power block	each span	24	844	20256
Total of Item no. 10 Schedule - A					76216.00
Item No. 7, Schedule - B – Erection under power block					
1	Slewing of OHE under Power Block	each span	12	2449	29388
2	Re-slewing of OHE under Power block	each span	12	1285	15420
3	ATD locking and unlocking under power block	Nos	16	697	11152
4	Adjustment of OHE and Tower wagon checking under power block	each span	24	844	20256
Total of Item no. 7 Schedule - B					76216.00
Item No. 13, Schedule - C – Erection under power block					
1	Slewing of OHE under Power Block	each span	105	2449	257145
2	Re-slewing of OHE under Power block	each span	105	1285	134925
3	ATD locking and unlocking under power block	Nos	139	697	96883

4	Adjustment of OHE and Tower wagon checking under power block	each span	210	844	177240
5	Erection of rolled or fabricated and galvanized traction mast, TTC portal with boom and AT mast, feeder mast with SPS	MT	4	2912	11648
6	Erection of single cantilever assembly complete with insulator	Nos	10	768	7680
7	Erection of in-span droppers with dropper clips etc as per explanatory note	span	10	307	3070
8	Erection of 160 sqmm different types of jumpers with fittings i. e. PG clamps	meter	200	133	26600
9	Transfer of OHE from one mast to another support and adjustment of droppers	Nos	10	2315	23150
Total of Item no. 13 Schedule - C					738341.00
Item No. 7, Schedule - D – Erection under power block					
1	Slewing of OHE under Power Block	each span	10	2449	24490
2	Re-slewing of OHE under Power block	each span	10	1285	12850
3	ATD locking and unlocking under power block	Nos	15	697	10455
4	Adjustment of OHE and Tower wagon checking under power block	each span	20	844	16880
Total of Item no. 7 Schedule - D					64675.00

EXPLANATORY NOTES

SECTION – 1: GENERAL

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

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

Explanatory Notes

Section 2	Description of items in schedule.
Schedule – A, B & C Item no. 1 & Schedule – D Item no. 5	Supply & erection of various types of traction bonds(40 x 6 mm)
Explanation	This includes fabrication, supply & erection of various types of galvanized traction bonds 40 x 6 mm (structure bonds, transverse bonds, special bonds, longitudinal bonds, continuity bonds, cross bonds etc.) with fasteners as per Drg. No. ETI/OHE/P/7000 and as per site requirement. Galvanization thickness for all traction bond shall be 750 gm/sqm in entire WR as per latest HQ letter no. EL/94/15/1 dtd.24.03.2025. This work includes shaping of bonds, drilling of holes and fixed with suitable size of GI fasteners and required insulation sleeves. Chamfering of hole is to be done before fixing, installing bond.
Schedule – A, B & C Item no. 2 & Schedule – D Item no. 1	Slewing of OHE under Power Block.
Explanation	The price shall cover for temporary slewing or lowering of erected OHE adjusted and/or unadjusted to ground for special works, as per instruction of site engineer. The price shall be as per span part thereof, including anchoring span. Care should be taken so as no OHE will get damaged during slewing work.
Schedule – A, B & C Item no. 3 & Schedule – D Item no. 2	Re-slewing of OHE under Power block
Explanation	The price shall cover for Re-slewing of slewed OHE for special works, as per instruction of site engineer with complete restoration and readjustment of the equipment after completion of special works. The price shall be as per span part thereof, including anchoring span.
Schedule – A, B & C Item no. 4 & Schedule – D Item no. 3	ATD locking and unlocking under power block
Explanation	The price shall cover for temporary locking of ATDs during any slewing works of OHE and unlocking after completion of work/re-slewing of OHE during special works, as per instruction of site engineer.
Schedule – A, B & C Item no. 5 & Schedule – D Item no. 4	Adjustment of OHE and Tower wagon checking under power block

Explanation	The price shall include adjustment of OHE and Tower Wagon checking for each span of OHE. Adjustment of droppers (replacement if required), adjustment of Height and Stagger of both supports to get standard OHE parameters at support and mid span. After completion of tower wagon checking a joint report of all parameters has to be prepared and signed by contractor and Railway site engineer.
Schedule – A & B Item no. 6	Supply & erection of retro-reflective number plates
Explanation	The price shall include supply & erection of Retro-reflective structure number plates confirming to RDSO's spec. No. ETI/OHE/33 A (12/97) Rev. 6 or latest and drawing No. ETI/OHE/ P/7503 Rev. E. Holes schedules for fasteners for fixing on OHE structures shall be provided on top of the Number plate. The price also includes supply and erection of nuts, bolts, clamps, nylon washers etc as per RDSO specification No.TI/SPC/Fasteners/0120, for fixing the number plates and clamps suitable for structures of the locations. The list of locations where number plates are required to be provided will be given to successful tenderer at the time of acceptance of the order. The number plate background i.e. traffic blue colour will be non-reflective type with no borders. Only the letters and figures will be retro-reflective type in deep yellow colour.
Schedule – A Item no. 7	Dismantling of Auxiliary Transformer 25 KV / 240 V 5 KVA with DO fuse assembly, jumper & fittings, LV box & anticlimbing device as per RDSO specifications
Explanation	The price shall cover dismantling of existing Aux. Transformer, with jumper, DO fuse assembly, LT junction box & anti climbing device of AT as per site condition/requirement and loading, transportation, unloading and shifted to suitable location as specified by SSE in-charge.
Schedule – A Item no. 8	Dismantling of Automatic CLS panel 30 Amp. Capacity 240 V for 5kVA AT as per RDSO specifications
Explanation	The price shall cover dismantling of existing AT CLS panel with LT panel box as per site condition/requirement and loading, transportation, unloading and shifted to suitable location as specified by SSE in-charge.
Schedule – A Item no. 9	Dismantling & removal of Mast, portal, TTC & other small part steel
Explanation	The infringing mast, portals, TTC booms, upright and other small part of steel are required to be cut by gas cutter and handed over to suitable place as per direction of engineer in-charge. The contractor should cut structures from 15 cm below the ground level or as per instruction of engineer in-charge, after breaking the mufing and concrete block. Road crane shall be hired for dismantling of OHE structures for locations easily accessible by Road. However, for inaccessible locations, crane with crew will be made available by Railways free of cost for dismantling of portal booms, but fuel is to be arranged by the contractor. Final decision regarding such locations will be taken by Sr.DEE/TRD/ADI.
Schedule – C & D Item no. 6	Supply and erection of earth electrode
Explanation	The price shall include supply, erection, testing and commissioning of material for pipe earthing, connecting Galvanised bonds as per Drawing. No. ETI/OHE/P/7020 or latest with modification. The price also includes

	digging/excavation of Earth, treatment of earth electrode by charcoal & salt, bonding with supply, Fabrication (shaping) and providing of 40 x 6 mm Galvanized MS flat for earthing connection with making holes & bolting (Galvanized fasteners/bolts) for earth connections between earthing station & structure (mast)/equipment and from earth pit to Rail as per Drawing no. ETI/PSI/204 or latest & as per HQ letter no. EL 94/15/1 dtd. 02.03.2020. Proper chamfering of rail shall be ensured during erection work. The price shall include earth pit box with cover duly white wash & painting of earth value on the same. Galvanization thickness for all traction bond shall be 750 gm/sqm in entire WR as per latest HQ letter no. EL/94/15/1 dtd.24.03.2025
Schedule – C Item no. 7	Supply and erection of rolled or fabricated and galvanized traction mast, TTC portal with boom and AT mast, feeder mast with SPS
Explanation	<p>The price shall cover supply and erection of traction masts/portal/TTC for OHE comprising rolled, broad flanged beams, fabricated K-series, B series, portal upright, boom pieces & associated fittings, D.A., extension chairs and AT Masts, feeder mast, bridge mast, gantry etc. with supply and erection of SPS for different type of masts, portals, DA, isolator, boom with supply and erection of suitable nut and bolts required.</p> <p>Payment of SPS will be made as per black steel weight of material as per RDSO/CORE latest approved drawings and supplier.</p> <p>(1)The price shall cover cost of fabrication, galvanization and supply setting before grouting of individual tractions masts.</p> <p>(2) Galvanization thickness for steel structure, SPS and other galvanized items with more than 5 mm thickness shall be 1000 gm/sqm and galvanization thickness of steel components with less than 5 mm thickness shall be 460 gm/sqm in entire WR as per latest HQ letter no. EL/94/15/1 dtd.24.03.2025.</p> <p>(3) In case, required size of channels are not available as per approved drawing, higher size of channels can be used with approval of Senior Divisional Electrical Engineer (TRD) Western Railway, Ahmedabad and payment as per actual black weight will be paid.</p> <p>(4) The price shall also include the straightening of masts/portal uprights etc. bent during transit and cutting of masts/portal uprights to suit the site condition.</p> <p>(5) For standard fabrication of steel work or structures for which RDSO/CORE approved drawing are available, the black steel weight of steel work as specified in RDSO/CORE drawing, shall be considered for payment.</p> <p>(6) However in case the unit sectional weight of any member indicated in RDSO's drawing is not in conformity with the unit sectional weight as per the latest IS specification the weight of the fabricated steel work shall be calculated on the basis of latest IS specification and the same will be considered for payment for the nonstandard fabricated steel work, the calculated weight to be considered for payment under this item shall be included in the relevant drawing based on latest IS sectional weight at the time of submitting the designs for approval of the purchaser.</p> <p>(7) There will be no addition for increased weight due to galvanizing or painting or reduction for holes or screw cut.</p>

	<p>(8) Galvanization damaged during transportation/ carting will be touch up with cold ZINC paints by tenderer.</p> <p>(9) Materials will be supplied at site of work.</p> <p>(10) Successful tenderer shall ensure compliance of Railway Board's letter no. 2020/RE/157/VIG dtd. 20.02.2020 or latest regarding correctness of weight/length and providing embossing.</p> <p>(11) Marking, weightment and inspection process for galvanized steel structure should be as per CORE letter no. ELCORE/ MP/ Vendor/ Confidential/ 2018 dtd. 10.12.2020.</p> <p>(12) The prices shall also include the cost of stencilling of location number, height of contact wire, implantation, Rail Level etc. on masts/portal uprights as per latest Headquarter/CAMTECH guidelines and in the manner as directed by SSE in-charge.</p> <p>Note: Contractor shall make their own arrangement for erection of OHE structures / wiring. Road crane shall be hired for erection of OHE structures for locations. However, Tower wagon shall be made available for final checking of OHE prior to commissioning. Tower Wagon/UTV may be provided as per discretion of Railway authority.</p>
Schedule – C Item no. 8	Concrete for foundation and plinth in all type of soil incl, hard/ rocky soil (incl. excavation and supply of all material viz., sand, cement, and ballast etc.)
Explanation	<p>The price shall include all works mentioned in all classes of soil including hard soil, concrete or, masonry/drain/walls and rock. The price shall also include the cost of digging, cement concrete & soil refilling.</p> <p>Execution of work shall be carried out as per the Lay Out Plan approved by Railways.</p> <p>Cement used shall conform to IS 1489 – 1976 or latest & grade 53. Cement so procured by the contractor shall be fresh OPC latest to IS codes. The cement manufactured by any one of recognized brand i.e. Ultratech, Gujarat Ambuja, JK Laxmi, Siddhi, Birla Super or Jaypee or of similar make useful for casting purpose shall be procured.</p> <p>The price shall be same for any shape and size of concrete blocks for foundation, in calculating the individual volume of concrete, fraction of a cubic meter beyond the third decimal shall be rounded off to the next nearest third decimal.</p> <p>The price shall apply for concreting of all foundations for masts, gantries, portals, anchor blocks for guy rods and fencing uprights.</p> <p>For purposes of computation of volume of concrete, the volume of steel work embedded in the foundation block and muff shall be ignored.</p> <p>For purposes of compilation of volume of concrete, the volume of concrete shall include the volume of sand and bitumen in sand core foundation.</p> <p>For purposes of compilation of volume of concrete the volume of each muff for all masts shall be taken as 0.02 cum., except for masts with balance weights and for column of portal, each head span masts, 2 or 3 track cantilever masts and special fabricated masts for which the volume of muff shall be taken as 0.08 cum. irrespective of the size and shape of muff on a flat basis.</p>

	<p>Mixture for casting of concrete foundation will be 1:3: 6 and for grouting and mulling shall be 1: 2: 4. Grade of concrete of foundation will be M-15 & of core M-20 for severe & M-10 for foundation & M-15 for core for Moderate and all foundation concrete work will be done as per IS- 456-1978 or latest.</p> <p>Curing of foundation shall be done by contractor for 28 days.</p> <p>No scroll will be supplied by Railway, contractor will use his scroll. Contractor has to prepare standard cube of size 150x150x150 mm for every 25 cum of foundation cast & same is to be tested in the Govt. approved laboratory as per IS-516/1959 (or Latest) to obtain the result as per IS 456/1978. The test result of cube may be submitted to Railways in duplicate. In case the quantity of concrete is less than 25 cum then at least one cube to be prepared and tested. To make cubicle for OHE structure foundation, digging, earth excavation should be carried out very cautiously so that Electrical/Telecommunication/Signaling cable passing through underground enroute the rail periphery do not get damage.</p>
Schedule – C Item no. 9	Supply and erection of single cantilever assembly complete with insulator
Explanation	<p>The price shall cover supply & erection on a flat rate basis cantilever assembly (Conventional/high rise) with Porcelain insulator / composite insulator on a traction masts or support on drop arm, portal/TTC and shall include those on high/low level platform, in the vicinity of turnouts, over bridges or overlaps and at location with reduced encumbrance or terminating wires.</p> <p>The price shall include the cost of supply of all components including galvanized steel tubes as per Rly Spec. No. ETI/OHE/11(5/89) or latest, Porcelain insulators (1050 mm CD) as per Rly. Spec. No. TI/SPC/OHE/INS/0070 or latest including dropper wires and small parts steel work complete with bolts and nuts etc., if any. In case of any section comes under polluted/Marine area/Stone pelting zone composite insulator of 1600 CD as per Rly. Spec. No. TI/SPC/OHE/INSCOM/1072 or latest to be provided. Galvanization thickness for tubes shall be 800 gm/sqm in entire WR as per latest HQ letter no. EL/94/15/1 dtd.24.03.2025. The price shall cover erection of all components including ST & BT insulators, droppers wires, mast top & bottom fittings including fasteners but excluding small parts steel work, if any MCC channel and adapters. The price shall also include the anti-creep arrangements at masts/structures, if required. The price will also include adjustment of height and stagger of OHE after erection of new cantilever assembly.</p>
Schedule – C Item no. 10	Supply & erection of in-span droppers with dropper clips etc as per explanatory note
Explanation	<p>The price shall include supply & erection of fabricated copper dropper wires of 5 mm as per RDSO's drawing No. ETI/OHE/P/1193 and ETI/OHE/P/1191 or latest. The Price of fabricated copper dropper wires will be calculated on span basis. The span will vary from 27 meters to 72 meters.</p> <p>The price shall include supply & erection of catenary wire (65 sq. mm.) dropper clips RI 1190 with fasteners i.e. bolts, pins etc. as per RDSO's drawing No. ETI/OHE/P/1192 Rev. C or latest. The price shall include</p>

	<p>supply & erection of contact wire (107 sq. mm.) dropper clips RI 1180 with copper pin as per RDSO's drawing No. RE/33/P/1180 Rev. E or latest.</p> <p>The price shall also include fabrication and erection of new dropper assembly including contact and catenary dropper clips as per RDSO's drawing No. ETI/OHE/P/1190 Rev. B or latest. The price shall adjustment of existing dropper assembly as per site condition.</p>
Schedule – C Item no. 11	Supply & erection of 160 sqmm different types of jumpers with fittings i. e. PG clamps
Explanation	The price shall include supply & erection of stranded annealed copper jumper wire of size 160 sq. mm. (19/7/1.25 mm) with required fittings as per RDSO's specification No. ETI/OHE/3 (2/94) with A & C slip 1 or latest.
Schedule – C Item no. 12	Transfer of OHE from one mast to another support and adjustment of droppers
Explanation	The price shall cover transfer of overhead equipment to a bracket assembly on a new mast or support and dismantling of the erected bracket assembly from the old mast or support and consequent adjustment to overhead equipment required such as re-spacing of droppers, adjustment of height & stagger, levelling etc.
Schedule – A Item no. 10, Schedule – B & D Item no. 7 & Schedule – C Item no. 13	Erection under Power block
Explanation	<p>The price under this item covers extra charges over and above erection rates of items for erection of equipment in the vicinity of energized overhead equipment and feeder or erection of equipment which joints equipment already energized or on energized equipment which calls for a power block (shut off of traction power supply). Power block will be arranged by Railway as per suitable demand of contractor.</p> <p>The price payable under this item shall be 30% extra over the erection rates of the items referred to above provided. Such work is not called for on account of non-compliance with specifications, approved drawings and instructions given by the purchaser from time to time.</p>

Note:

- (i) All the shifting & dismantling will be done under the supervision of SSE in-charge.
- (ii) Required T&P for execution of entire work will be arranged by successful tenderer.
- (iii) All released material shall be handed over at suitable place as per instruction of SSE in-charge.

INDEMNITY BOND

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

We, M/s. _____ (hereinafter called the Contractor) do hereby undertake that we shall hold in our custody for and on behalf of the President of India acting in the premises through the General Manager, Western Railway or for him all Railway materials which have been handed over to us against the contract for Tender No. _____ DT. _____ for the work of _____

_____ by the Railway for the purpose of execution of the said contract until such time the materials are duly installed and/or erected or otherwise handed over to the Railway.

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

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

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

Signed at _____
on this day of _____

Signature of Witness _____
For & on behalf of _____

M/s. _____

Name of Witness in

BLOCK LETTERS

ADDRESS:

DECLARATION

I am / We are not related to any employee in any capacity on the Western Railway.

OR

I/We draw attention to the fact that I/We are related to the following employees of the Western Railway.

Sr. No	Name of the employee	Department	Degree of relationship

[Signature of the Tenderer]

Address

- Note:** (i) The items which are not applicable should be struck off.
(ii) **Contract shall be governed by GST act and rules as applicable from time to time. Tenderer should quote as per latest GST policy.**
(iii) Galvanization thickness for material in entire WR should be as per latest HQ letter no. EL/94/15/1 dtd.24.03.2025

***** **END OF TENDER DOCUMENT*******