

CENTRAL RAILWAY



E-Tender No: -BB.LG.W.LNL.2026.01-R

Hiring of manpower, DG set and LED light fittings in SE and NE ghat section for a period of four months during the monsoon period.

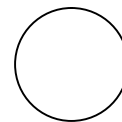
Tender issued by:

**Senior Divisional Electrical Engineer,
(General Service), Central Railway,
Mumbai CSMT.**

Tender issued to: -

M/s. _____

Book No.



INDEX**E-Tender No: - BB.LG.W.LNL.2026.01-R**

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CHECK LIST

FOR DOCUMENT TO BE SUBMITTED BY THE TENDERER FOR TENDER ALONG WITH THE OFFER. OFFERS WITHOUT THESE DOCUMENTS WILL BE SUMMARILY REJECTED: -

SN	MANDATORY DOCUMENTS
1	BID SECURITY as per clause 1.10 of Chapter-I of this Tender Document. (As per Clause No 5 of uploaded GCC April 2022.)
2	Annexure-V (A) (As per Chapter VII of this Tender Document / As per ACS no.2 of GCC April 2022) Annexure-V (A) shall be submitted by the each member of a Partnership Firm / Joint Venture (JV) / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. as the case may be.
3	PAN CARD
4	GST Registration Certificate
5	The tenderer shall clearly specify whether the tender is submitted on his own (Proprietary Firm) or on behalf of a Partnership Firm / Company / 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 as applicable mentioned below:
a	Sole Proprietor – An undertaking on suitable stamp paper to this effect clearly mentioning PAN number.
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.
c	Participation of Partnership Firms in works tenders: (i) A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar. (ii) A notarized or registered copy of Power of Attorney in favor of the individual to tender for the work, sign the agreement etc. and create liability against the firm. (iii) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the bid ineligible or the contract shall be determined under Clause 62 of the Standard General Conditions of Contract.
d	Company registered under Companies Act 2013 (i) The copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company. (ii) A copy of Certificate of Incorporation (iii) A copy of Notarized 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.
e	LLP (Limited Liability Partnership): If the tender is submitted on behalf of a LLP registered under LLP Act-2008, the tenderer shall submit along with the tender: (i) A copy of LLP Agreement (ii) A copy of Certificate of Incorporation (iii) A copy of Power of Attorney/Authorization issued by the LLP in favour of the individual to sign the tender on behalf of the LLP and create liability against the LLP (iv) An undertaking by all partners of the LLP that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were / are partners/members. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.
f	Registered Society & Registered Trust: (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
6	Valid Electrical Contractor License as per Clause 2.28 of Chapter II of this tender document.
7	Supporting documents for Technical Eligibility Criteria as per clause 11.1 of this tender document. (As per Clause 10.1 of GCC April 2022)
8	Financial Eligibility Criteria: as per clause 11.2 of this tender document. The tenderers shall submit requisite information as per Annexure-VIB. The tenderer shall also submit copies of Audited Balance Sheets duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet. (As per Clause 10.2 of GCC April 2022)
The above checklist for mandatory documents to be included in tender form. Tenders without these documents will be summarily rejected.	

CENTRAL RAILWAY
OFFICE OF THE SR. DEE (G) CSMT
OPEN E-TENDER NOTICE No. 13/2026 OF 12.06.2026

The Senior Divisional Electrical Engineer (General Services) Central Railway, Annex Building, First Floor, Mumbai CSMT-400 001 **for and on behalf of President of India invites open E-tender through website www.ireps.gov.in from reputed contractors. The time, date and submission are 16.00 hrs on 03.07.2026 and will be opened after 16.00 hours on same day.**

NAME OF WORK	Approximate Cost of the Work	Bid Security	Date of Opening	Validity	Completion Period
Hiring of manpower, DG set and LED light fittings in SE and NE ghat section for a period of four months during the monsoon period. Tender No. BB.LG.W.LNL.2026.01-R	Rs.76,65,960.07	Rs. 1,53,300/-	03.07.2026	60 Day	04 Months (C)

Instruction:

1. Tender closing date & time of aforesaid tender: Upto 16.00 hours of **03.07.2026** and will be opened after 16.00 hrs and validity of offer is 60 days.
2. The prospective tenderers are requested to visit the website www.ireps.gov.in for complete details of tenders & corrigendum, if any.
3. Tenderer may participate in above e-tender electronically through website www.ireps.gov.in only & submission of manual offers against e-tender are not allowed. Manually, if submitted shall neither be opened nor considered.
4. For further enquiry, may contact: Senior Divisional Electrical Engineer (General Service), Annex Bldg., 1st floor, Central Railway, Mumbai CSMT.
5. This tender complies with Public Procurement Policy Order 2017 dated 15.06.2017.

(Shanti Lal)
**Sr. Divisional Electrical Engineer,
(General Service), Central Railway,
Mumbai CSMT.**

PREAMBLE AND SCOPE OF WORK

TENDER NO: BB.LG.W.LNL.2026.01-R

- 1.0 **NAME OF WORK:** “Hiring of manpower, DG set and LED light fittings in SE and NE ghat section for a period of four months during the monsoon period.”
- 2.0 **SCOPE OF WORK:** “Hiring of manpower, DG set and LED light fittings in SE and NE ghat section for a period of four months during the monsoon period.”
- 3.0 **APPROXIMATE COST OF THE WORK:** - **Rs. 76,65,960.07**
- 4.0 **TIME AND DATE OF CLOSING** : - **Up to 16:00 Hrs on 03.07.2026**
- 5.0 **TIME AND DATE OF OPENING** : - **After 16:00 Hrs on 03.07.2026**
- 6.0 **COMPLETION PERIOD** : - **04 Months** including monsoon.
- 7.0 **VALIDITY OF OFFER** : - **60 days**
- 8.0 **BID SECURITY** : - **Rs. 1,53,300/-**

9.0 FOREIGN EXCHANGE:

No foreign exchange and / or import license shall be released / provided to the Contractor in connection with this contract.

10.0 GENERAL

1. All the works shall be carried out by the Contractor with tools and equipment arranged by the Contractor.
2. Water / electricity / transport shall be arranged by the Contractor at his own cost. The Purchaser shall not provide the same under any circumstances. The site for depot / workshop can be provided to the Contractor on his request.
3. The Contractor shall arrange at his own cost, all tools & plants, facilities required for erection, testing and commissioning of all the equipment in compliance with the respective specifications.
4. The schedule of rates and quantities enclosed should be read in conjunction with the explanatory notes given in the tender papers.
5. Conditional offer will not be considered.

11.0 ELIGIBILITY CRITERIA: - MINIMUM ELIGIBILITY CRITERIA OF TENDERER (Applicable for works costing more than Rs. 50 Lakh): -

11.1 Technical Eligibility Criteria:

- (a) The tenderer must have successfully completed or substantially completed any of the following during last 07 (seven) years, ending last day of month previous to the one in which tender is invited.
 - (i) Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, **OR**
 - (ii) Two similar works each costing not less than the amount equal to 40% of advertised value of the tender, **OR**
 - (iii) One similar work each costing not less than the amount equal to 60% of advertised value of the tender.
- (b) (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 of the following during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:
 - (i) Three similar works each costing not less than the amount equal to 30% of advertised value of each component of tender, **OR**

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

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

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

- (b) (2) In such cases, what constitutes a component in a composite work shall be clearly predefined with estimated tender cost of it, as part of the tender documents without any ambiguity.
- (b) (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 Contractor through subcontractor fulfilling the requirements as per clause 7 of the Standard General Conditions of Contract or jointly i.e., partly himself and remaining through subcontractor, with prior approval of Chief Engineer in writing.

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

Similar nature of works

The contractor should have executed:

“Manning / Operation / Maintenance of any electrical assets.”

Note for Item 11.1

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.

11.2 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, along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet.

11.3 Bid Capacity: (Only for tender costing more than Rs. 20 crore)

The tender/technical bid will be evaluated based on bid capacity formula detailed as Annexure-VI of GCC April 2022

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

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

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

Explanation for above clause 11 including clause 11.1 to 11.5 - Eligibility Criteria:

1. *Substantially Completed Work means an ongoing work in which payment equal to or more than 90% of the present contract value (excluding the payment made for adjustment of Price variation (PVC), if any) has been made to the contractor in that ongoing contract and no proceedings of termination of contract on Contractor's default has been initiated. The credential certificate in this regard should have been issued not prior to 60 days of date of invitation of present tender.*
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 fulfillment 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 fulfillment 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 fulfillment of credentials.*
6. *In case a work is considered similar in nature for fulfillment of technical credentials, the overall cost including the PVC amount (if paid) of that completed work or substantially completed work, shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.*
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 $0.3 \times 0.2 \times \text{value of the work done in the previous entity}$. 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.]

12. **TENDERER CREDENTIALS:**

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

Tenderer(s) who is / are not borne on the approved list of the Contractors of Central 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) Annexure-V:- "On IREPS Module, a facility has been already been created for online submission of Annexure-V. Same must be filled and submitted online on IREPS by firm at the time of submission of offer/Bid. In addition to Annexure-V (online on IREPS), in case of other

than Company/Proprietary firm, Annexure - V(A) shall also be submitted by the each member of a Partnership Firm / Joint Venture (JV) / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP etc. as the case may be. Non submission of a copy of certificate by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self-attested / digitally signed by which they/he are/is qualifying the Qualifying Criteria mentioned in the Tender Document. (As per Railway Board letter No. 2022/CE-I/CT/GCC Correspondence New Delhi, dated 14.05.2024).

(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 thereunder.

(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 upto two years.

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

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

14.0 DOCUMENTS TO BE SUBMITTED ALONG WITH TENDER:

14.1 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.

14.2 FOLLOWING DOCUMENTS SHALL BE SUBMITTED BY THE TENDERER:

(a) SOLE PROPRIETORSHIP FIRM:

(i) All documents in terms of Para 11 above.

(ii) In case a tenderer is participating as Sole Proprietor in a tender, it should be made mandatory for him to submit an undertaking on suitable stamp paper to this effect clearly mentioning PAN number also along with tender document at the time of submission of tender.

(Vide SDGM/CR (Vig.) letter no. VIG/EL/2022.03.01 dated 13.05.2022)

(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 11 above.

(c) PARTNERSHIP FIRM: All documents as mentioned in para 18 of the Tender Form (Second Sheet) of GCC April 2022.

(d) JOINT VENTURE (JV): All documents as mentioned in para 17 of the Tender Form (Second Sheet) of GCC April 2022.

(e) COMPANY REGISTERED UNDER COMPANIES ACT 2013:

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

(ii) A copy of Certificate of Incorporation.

(iii) A copy of Authorization / Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favor of the individual to sign the tender on behalf of the company and create liability against the company.

(iv) All other documents in terms of para 11 above.

(f) LLP (Limited Liability Partnership):

- (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 favor of the individual to sign the tender on behalf of the LLP and create liability against the LLP.
- (iv) An undertaking by all partners of the LLP that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were / are partners/members. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.
- (v) All other documents in terms of para 11 above

(g) Registered Society & Registered Trust:

- (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 favor of the individual to sign the tender documents and create liability against the Society/Trust.
- (iv) A copy of Rules & Regulations of the Society
- (v) All other documents in terms of para 11 above

- 14.3** 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.
- 14.4** 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.
- 14.5** A tender from JV / Partnership firm etc. shall be considered only where permissible as per the tender conditions.
- 14.6** 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.
- 14.7** The tenderer whether sole proprietor / a company or a partnership firm / registered society / registered trust / HUF / LLP etc if they want to act through agent or individual partner(s), should submit along with the tender, a copy of power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favor 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 favor 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.

14.8 The following documents are required to be submitted along with tender with offer:

- (i) Certificate (Annexure-V(A) of GCC) (if applicable)
- (ii) Copy of GST registration number
- (iii) A copy of PAN Card
- (iv) BID SECURITY (as per clause 1.10.1 of Chapter-I of this Tender Document) / Bank Guarantee Bond
- (v) List of personnel along with their qualifications, trade certification / licenses, designation, available in organization and proposed to be engaged for the subject work.
- (vi) List of Plants & Machineries available on hand (own) and proposed to be inducted (own and hired to be given separately) for the subject work.
- (vii) Annexure VI B along with audited balance sheet.
- (viii) Work Completion Certificate from the controlling authorities of Govt./ Semi Govt. organization indicating value of work of similar nature carried out by the firm during qualifying period in support of para 11.0)
- (ix) List of works completed in the qualifying period giving description of work, organization for whom executed approximate value of contract at the time of award, payment received in the qualifying period date of award and date of scheduled completion of work. Date of actual start, actual completion and final value of contract should also be given as per Proforma –A attached in Chapter-VII. The certificate submitted by the tenderer should not be signed by an Officer below the rank of Executive Engineer of the concerned department.
- (x) List of ALL works on hand indicating description of work, contract value, and approximate value balance work yet to be done and date of award as per Proforma –B attached in Chapter-VII.
- (xi) The contractor shall fulfill valid Electrical Contractor License requirement as per IE Rule 1956 clause no-45. **Electrical Contractors license** shall be submitted along with the offer, failing which the offer will summarily be rejected.
- (xii) Any other documents the tenderer/s may like to submit in support of his / scheme.

Note: (1) **In case of items (x) & (xi) above**, supporting documents / certificates from the organizations with whom they worked / are working should be enclosed as per proforma A & B mentioned above.

(2) Tenderer should not quote any conditional offer, giving rebate for early finalization of their offer. Such conditional offer will be summarily rejected and no correspondence in this matter will be entertained.

(3) Tenderer may carefully note that their contract agreement for this work is liable to be terminated at any time later. In case any of the information furnished by them is found to be untrue / misleading or any adverse point comes to light subsequently. The decision of Railway in this regard shall be final and binding.

(4) For any additional information / clarification office of the Sr. DEE (G) CSMT may be contacted on any working day between 09.30 hrs to 17.30 hrs.

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

“This tender complies with Public Procurement Policy (Make in India) Order, 2017 – Revision dated 16/09/2020, issued by Department of Industrial Promotion and Policy, Ministry of Commerce, circulated vide Railway Board letter no. 2020/RS(G)/779/2/Pt.1 dated 25/09/2020 and amendments/ revisions thereof.” The full details of the order can be seen at <http://dipp.nic.in/whats-new/publicprocurement-preference-make-india-order-2017>.

(Authority Railway Boards L. No. 2020/RS(G)/779/2/Pt.1 dated 25-09-2020)

Reciprocity Clause (d) of revised ‘Make in India’ policy (vide vide Railway Board letter no. 2015/RS(G)/779/5 dated 01.06.2021)

- (i) “When a Nodal Ministry/Department identifies Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc. it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.”

- (ii) Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry / Department, except for the list of items published by the Ministry / Department permitting their participation.
- (iii) The stipulation in (ii) above shall be part of all tenders invited by the Central Government procuring entities stated in (i) above. All purchases on GeM shall also necessarily have the above provisions for items identified by nodal Ministry / Department.
- (iv) State Govt. should be encouraged to incorporate similar provisions in their respective tenders.
- (v) The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.

16. Permission to Bid for a bidder from a country which shares Land boundary with India:
Any bidder from the countries sharing a land border with India will be eligible to bid in any procurement of works (including turnkey projects) only if the bidder is registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT), Government of India. For interpretation of this para, Department of Expenditure, Ministry of Finance, Government of India letter F.No.6/18/2019-PPD dated 23/07/2020 shall be referred.

17. Clarification of Bids: To assist in the examination, evaluation & comparison and pre-qualification of the Tender, the Railway may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Railway shall not be entertained or considered. The Railway request for clarification and the response of the bidder in this regard shall be in writing.
However, if a Bidder does not provide clarification of its bid by the date and time communicated in the Railway request for clarification, the bid shall be evaluated as per the documents submitted along with the bid.

18. GENERAL CONDITION OF CONTRACT:

Unless otherwise stated in the tender papers, contract shall be governed by the **Indian Railways Standard General Conditions of Contract (G.C.C.) April 2022** issued by Railway Board / Central Railway & applicable for Central Railway, copy of which is available, for reference in the office of the **Senior Divisional Electrical Engineer, (General Service) Mumbai CSMT** and soft copy can be accessed at https://indianrailways.gov.in/railwayboard/uploads/directorate/civil_engg/pdf/2022/GCC_April-2022_2022_CE-I_CT_GCC-2022_POLICY_27_04_22.pdf. For block working in Mumbai division, rules/procedure stipulated in PDSR (Power Distribution & Subsidiary Rules) and G&SR (General & Subsidiary Rules) as applicable for Mumbai division shall be followed. Successful tenderer shall ensure himself & his staff for getting acquaintance of these rules and their compliance.

19.0 ADDRESSES:

Relevant addresses for specified purposes in connection with the tender are given below:

19.1 For Contract execution –

**Senior Divisional Electrical Engineer,
(General Service) Mumbai CSMT,
Annex Building, 1st floor,
Central Railway,
Mumbai-400 001**

19.2 For Security Deposit / BID SECURITY.

**Senior Divisional Finance Manager,
Mumbai CSMT,
Annex Building, 4th floor,
Central Railway,
Mumbai-400 001**

OFFER LETTER

Tender No.: BB.LG.W.LNL.2026.01-R

Name of Work: “Hiring of manpower, DG set and LED light fittings in SE and NE ghat section for a period of four months during the monsoon period.”

To,

**The President of India,
Acting through the
Sr. Divisional Electrical Engineer (General Service)
Central Railway, Mumbai CSMT**

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 Central Railway, at the rates quoted in the attached bill(s) of quantities and hereby bind myself/ourselves to complete the work in all respects within **04 Months** from the date of issue of letter of acceptance of the tender.
2. I/We also hereby agree to abide by the Indian Railways Standard General Conditions of Contract, with all correction slips up-to-date and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by Railway in the annexed Special Conditions / Specifications, Standard Schedule of Rates (SSOR) with all correction slips up-to-date for the present contract.
3. A Bid Security of ₹ _____ has already been deposited online/ submitted as Bank Guarantee bond. Full value of the Bid Security shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if:
 - a) I/We do not submit the Performance Guarantee within the time specified in the Tender document;
 - b) I/We do not execute the contract documents within seven days after receipt of notice issued by the Railway that such documents are ready; and
 - c) I/We do not commence the work within fifteen days after receipt of order to that effect.
4. I/We am/are a Startup firm registered by Department of Industrial Policy and Promotion (DIPP) and my registration number is valid upto (Copy enclosed) and hence exempted from submission of BID SECURITY.
5. We are a Labour Cooperative Society and our Registration No. iswith and hence required to deposit only 50% of Bid Security
6. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.

.....

Signature of Tenderer(s)

Date

Address of the Tenderer(s)

.....

CHAPTER-I

INSTRUCTIONS TO

TENDERERS

&

CONDITIONS OF TENDERING

CHAPTER-I

INSTRUCTIONS TO TENDERERS AND CONDITIONS OF TENDERING

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CHAPTER-I

REGULATION FOR TENDERS AND CONTRACTS FOR THE GUIDANCE OF ENGINEERS & CONTRACTORS FOR WORKS CONTRACTS MEANING OF TERMS

1.1.0 TENDER PAPERS:

The instructions to Tenderers and conditions of Tendering, conditions of contract, prices and payment and explanatory notes, specifications, forms of tender, preamble shall hereafter be collectively referred to as the “Tender Papers”.

The intending tenderers are advised to study the tender papers carefully. The tenderer shall also acquaint himself with the local conditions, means of access to the site of work, nature of work and all other matters pertaining thereto.

The submission of tender shall be deemed to have been done after careful study and examination of the tender papers with a full understanding of the implications thereof.

1.2.0 INTERPRETATIONS:

These Instructions to Tenderers shall be read in conjunction with the Standard General Conditions of Contract which are referred to herein and shall be subject to modifications additions or suppression by special conditions of contract and/or special specifications, if any, annexed to the Tender Forms.

1.2.1 In these Instructions to Tenderers, the following terms shall have the meanings assigned hereunder except where the context otherwise requires.

- (a) **“Railway”** shall mean the President of the Republic of India or the Administrative Officers of the Railway or Successor Railway authorized to deal with any matters, which these presents are concerned on his behalf.
- (b) **“General Manager”** shall mean the Officer-in-Charge of the general superintendence and control of the Zonal Railway/Production Units and shall also include Addl. General Manager, General Manager (Construction) and shall mean and include their successors, of the Successor Railway.
- (c) **“Chief Engineer”** shall mean the Officer in charge of the Engineering Department of Railway and shall also include the Chief Engineer (Construction), Chief Electrical Engineer, Chief Electrical Engineer (Construction), Chief Signal & Telecom Engineer, Chief Signal & Telecom Engineer (Construction), Chief Mechanical Engineer and shall mean and include their successors of the Successor Railway.
- (d) **“Divisional Railway Manager”** shall mean the Officer in charge of a Division of the Zonal Railway and shall mean and include the Divisional Railway Manager of the Successor Railway.
- (e) **“Engineer”** shall mean the Divisional Engineer or the Executive Engineer, Divisional Signal & Telecom Engineer, Divisional Electrical Engineer, Divisional Mechanical Engineer in executive charge of the works and shall include the superior officers, both Open Line and Construction organizations, of Engineering, Signal & Telecom, Mechanical and Electrical Departments, i.e. the Senior Divisional Engineer/Deputy Chief Engineer, Senior Divisional Signal & Telecom Engineer / Dy. Chief Signal & Telecom Engineer, Senior Divisional Electrical Engineer / Deputy Chief Electrical Engineer, Senior Divisional Mechanical Engineer and shall mean & include the Engineers of the Successors Railway.
- (f) **“Tenderer”** shall mean the person / the firm / co-operative or company whether incorporated or not who tenders for the works with a view to execute the works on contract with the Railway and shall include their representatives, successors and permitted assigns.
- (g) **“Limited Tenders”** shall mean tenders invited from all or some Contractors on the approved or select list of Contractors with the Railway.
- (h) **“Open Tenders”** shall mean the tenders invited in open and public manner and with adequate notice.
- (i) **“Works”** shall mean the works contemplated in the drawings and Bill(s) of Quantities set forth in the tender forms and required to be executed according to the specifications.

- (j) **"Specifications"** shall mean the Specifications for Materials and Works of the Railway as specified under the authority of the Ministry of Railways or Chief Engineer or as amplified, added to or superseded by special specifications if any, appended to the Tender Forms.
- (k) **Standard Schedule of Rates (SSOR)** shall mean the schedule of Rates adopted by the Railway, which includes-
 1. "Unified Standard Schedule of Rates of the Railway (USSOR)" i.e. the Standard Schedule of Rates of the Railway issued under the authority of the Chief Engineer from time to time, updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents;
 2. "Delhi Schedule of Rates (DSR)" i.e. the Standard Schedule of Rates published by Director General/ Central Public Works Department, Government of India, New Delhi, as adopted and modified by the Railway under the authority of the Chief Engineer from time to time, updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.
- (l) **"Drawing"** shall mean the maps, drawings, plans and tracings or prints there of annexed to the contract and shall include any modifications of such drawings and further drawings as may be issued by the Engineer from time to time.
- (m) **'Contractor's authorized Engineer'** shall mean a graduate Engineer or equivalent, having more than 3 years experience in the relevant field of construction work involved in the contract, duly approved by Engineer.
- (n) **Date of inviting tender** shall be the date of publishing tender notice on IREPS website if tender is published on website or the date of publication in newspaper in case tender is not published on website.
- (o) **"Bill of Quantities"** shall mean Schedule of Item(s) included in the tender document along with respective quantities.
- (p) **"Engineer's Representative"** shall mean the Assistant Engineer, Assistant Signal & Telecommunication Engineer and Assistant Electrical Engineer, Assistant Mechanical Engineer in direct charge of the works and shall include any Sr. Section/Junior Engineer of Civil Engineering/ Signal and Telecommunication Engineering/Mechanical Engineering/Electrical Engineering Departments appointed by the Railway and shall mean and include the Engineer's Representative of the Successor Railway.
- (q) **"Contractor"** shall mean the Person/Firm/LLP/Trust/Co-operative Society or Company whether incorporated or not who enters into the contract with the Railway and shall include their executors, administrators, successors and permitted assigns.
- (r) **"Contract"** shall mean and include the Agreement, the Work Order, the accepted Bill(s) of Quantities or Chapter(s) of Standard Schedule of Rates (SSOR) of the Railway modified by the tender percentage for items of works quantified, or not quantified, the Standard General Conditions of Contract, the Special Conditions of Contracts, if any; the Drawing, the Specifications, the Special Specifications, if any and Tender Forms, if any.
- (s) **"Constructional Plant"** shall mean all appliances or things of whatsoever nature required for the execution, completion or maintenance of the works or temporary works (as hereinafter defined) but does not include materials or other things intended to form or forming part of the permanent work.
- (t) **"Temporary Works"** shall mean all temporary works of every kind required for the execution completion and/or maintenance of the works.
- (u) **"Site"** shall mean the lands and other places on, under, in or through which the works are to be carried out and any other lands or places provided by the Railway for the purpose of the contract.
- (v) **"Period of Maintenance"** shall mean the specified period of maintenance from the date of completion of the works, as certified by the Engineer.
- (w) **'Contractor's authorized Engineer'** shall mean a graduate Engineer or equivalent, having more than 3 years experience in the relevant field of construction work involved in the contract, duly approved by Engineer.

1.3.0 SINGULAR / PLURAL:

Words importing the singular number shall also include the plural and vice versa where the context requires.

1.4.0 REGULATIONS FOR TENDER:

These Instructions to Tenderers shall be read in conjunction with the Standard General Conditions of Contract as amended at the time of acceptance of the tender and at the time of execution of the agreement mentioned in GCC clause 8 under Regulations for Tender and Contracts which are referred to herein and shall be subject to modifications additions or suppression by Special Conditions of Contract and/or Special Specifications, if any, annexed to the Tender Forms

1.5.0 OMISSIONS & DISCREPANCIES:

The tenderers shall not take any advantage of any misinterpretation of the conditions due to typing or any other error/omission and if any doubt, shall bring it to the notice of the Engineer without delay in case any contradictions, only the printed rules and books should be followed and no claim for the misinterpretation shall be entertained.

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.

1.6.0 CONTRACTOR'S SUPPORTING DOCUMENTATION

1.6.1 SUBMISSION OF DOCUMENTS: As para 14.0 of Preamble

1.6.2 TENDERER SPECIAL CONDITIONS:

The tenderer should normally not stipulate any special conditions while submitting his tender. In such an eventuality, Central Railway reserves the right to summarily reject such tenders without assigning any reasons whatsoever. The tenderer should normally submit his tender in full conformity with the tender conditions of Central Railway, Mumbai. If any particulars are furnished by the tenderer in response to specific tender conditions, by which such particulars are required to be furnished at the tender stage, this shall not be treated as special conditions for the purpose of this para.

1.6.3 TENDER FORM:

The following documents form part of contract: -

- (a) Tender offers letter
- (b) Instructions to tenderers and conditions of tendering
- (c) Special Conditions of contracts
- (d) Prices and Payments
- (e) Explanatory Notes
- (f) Technical Specifications
- (g) Indian Railway's General Conditions of Contract (G.C.C.) April 2022 as amended at the time of acceptance of the tender and at the time of execution of the agreement mentioned in **clause 8** under Regulations for Tender and Contracts. (not attached to this tender documents, however, it can be referred as and when it is required in this office)
- (h) Schedule of Quantities and Rates
- (i) Forms of the Tender
- (j) List of approved suppliers

1.7.0 INSTRUCTIONS FOR TENDER SUBMISSION:

- (a) Subject to exemptions provided under para 5(1) (a) of Part-1 (ITT) of GCC, the tender must be accompanied by a Bid Security as mentioned in tender documents, failing which the tender shall be summarily rejected. The Bid Security shall be deposited either in cash through e-payment gateway or submitted as Bank Guarantee bond from a scheduled commercial bank of India or as mentioned in tender documents. The Bank Guarantee bond shall be as per **Annexure-VIA** and shall be valid for a period of 90 days beyond the bid validity period.

(b) The Tenderer (s) shall keep the offer open for a minimum period of 60 days (in case of two packet system of tendering 90 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 Central Railway. 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 fulfillment 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 fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract.

The Bid Security of other Tenderers shall, save as herein 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 Depositor 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.

1.8.0 INSPECTION OF SITE BEFORE TENDERING:

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.

1.9.0 SIGNING OF TENDER:

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

The Railways 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. Railway may, however recognize such Power of Attorney and changes after obtaining proper legal advice, the cost of which will be charged to the Contractor.

1.10.0 BID SECURITY:

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

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

Note: (i) The Bid Security shall be rounded off to the nearest Rs.100/-. This Bid Security shall be applicable for all modes of tendering.

(ii) Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of Bid Security detailed above.

(iii) Labour 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 fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract. The Bid Security of other Tenderers shall, save as herein 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-VIA 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 Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

1.10.2 INTEREST ON BID SECURITY:

No interest on Bid Security will be paid by Senior Divisional Finance Manager, Central Railway, Mumbai CSMT. Further, Senior Divisional Finance Manager, Central Railway, Mumbai CSMT are not responsible for loss of any interest in case of the Fixed Deposit Receipt for any reasons.

1.10.3 SECURITY DEPOSIT: -

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

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

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

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

1.10.4 REFUND OF SECURITY DEPOSIT:

Security Deposit mentioned in above clause shall be returned to the Contractor along with or after, the following:

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

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

1.10.6 No interest shall be payable upon the Bid Security and Security Deposit or amounts payable to the Contractor under the Contract, but Government Securities deposited in terms of Sub-Clause 16.4)(b) of this clause will be payable with interest accrued thereon.

1.11.0 PERFORMANCE GUARANTEE (P.G.)

The procedure for obtaining Performance Guarantee is outlined below:

- a. The successful bidder shall have to submit a Performance Guarantee (PG) within 21 (Twenty one) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 21 (Twenty one) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 21(Twenty one) days, i.e. from 22nd day after the date of issue of LOA. Further, if the 60th day happens to be a declared holiday in the concerned office of the Railway, submission of PG can be accepted on the next working day. In all other cases, if the Contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated. In case contract is terminated railway shall be entitled to forfeit Bid Security and other dues payable to the contractor against that particular contract, subject to maximum of PG amount. In case a tenderer has not submitted Bid Security on the strength of their registration as a Startup recognized by Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect.

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

- b. The successful bidder shall submit the Performance Guarantee (PG) amounting to 5% of the original contract value **and Additional Performance Guarantee as per clause 16(4)(h)** in any of the following forms
 - (i) A deposit of Cash;
 - (ii) Irrevocable Bank Guarantee;
 - (iii) Insurance Surety Bond as per Annexure-XVII.

Note: **In case of extension of Date of Completion, selected bidder needs to submit extended Insurance Surety Bond/Fresh Insurance Surety Bond/fresh 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, Central Railway Mumbai CSMT** (free from any encumbrance) may be accepted.
- c. The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the Contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.
- d. The value of PG to be submitted by the Contractor is based on original contract value and shall not change due to subsequent variation(s) in the original contract value.
- e. The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily.
- f. Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be encashed.
- g. The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
- i) Failure by the Contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.
 - ii) Failure by the Contractor to pay President of India any amount due, either as agreed by the Contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer.
 - iii) The Contract being determined or rescinded under clause 62 of the GCC.
- 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%

1.12.0 PRICE VARIATION CLAUSE (PVC): - Not applicable in this tender.

1.13.0 FORCE MAJEURE CLAUSE (GCC Clause 17): -

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

1.13.1 Extension of Time in Contracts (GCC Clause 17-A):

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

(i) **Extension Due to Modification:**

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

(ii) **Extension for Delay Not Due to Railway or Contractor:**

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

(iii) **Extension For Delay Due To Railways:**

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

The Contractor shall indicate the period for which the work is likely to be delayed and shall seek extension of time as may be considered necessary under clause 17A(i) or/and 17A(ii) or/ and 17A(iii) above, as soon as the cause thereof shall arise and, in any case, not less than 15 days before the expiry of the date fixed for completion of the works. The Engineer shall consider the same and shall grant and communicate such extension of time as in his opinion is reasonable having regard to the nature and period of delay and the type and quantum of work affected thereby. No other compensation shall be payable for works so carried forward to the extended period of time; the same rates, terms and conditions of contract being applicable, as if such extended period of time was originally provided in the original contract itself.

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

1.13.2 Extension of Time with Liquidated Damages (LD) for Delay Due To Contractor (GCC Clause 17-B):

The time for the execution of the work or part of the works specified in the contract documents shall be deemed to be the essence of the contract and the works must be completed not later than the date(s) as specified in the contract. If the Contractor fails to complete the works within the time as specified in the contract for the reasons other than the reasons specified in Clause 17 and 17A, the Railway may, if satisfied that the works can be completed by the Contractor within

reasonable short time thereafter, allow the Contractor for further extension of time (Proforma at Annexure-VII) as the Engineer may decide. On such extension the Railway will be entitled without prejudice to any other right and remedy available on that behalf, to recover from the Contractor as agreed damages and not by way of penalty for each week or part of the week, a sum calculated at the rate of liquidated Damages as decided by Engineer, between 0.05% to 0.30 % of the contract value of the works for each week or part of the week.

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

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

NOTE:

In a contract, where extension(s) of time have been allowed once under clause 17B, further request(s) for extension of time under clause 17A can also be considered under exceptional circumstances. Such extension(s) of time under clause 17A shall be without any Liquidated damages, but the Liquidated damages already recovered during extension(s) of time granted previously under clause 17B shall not be waived. However, Price variation during such extension(s) shall be dealt as applicable for extension(s) of time under clause 17B.

1.13.3 Bonus for Early Completion of Work (GCC Clause 17-C):

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

1.14.0 (As per Advance Correction Slip No. 11 of GCC, April 2022, dated 13.03.2026)

1.14.1 ILLEGAL GRATIFICATION:

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

(i) "Corrupt practice": making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;

(ii) "Fraudulent practice": any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;

(iii) "Anti-competitive practice": any collusion, bid rigging or anti-competitive arrangement, or any other practice under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the procuring entity, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;

(iv) "Coercive practice" : any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process or affect the execution of a contract;

(v) "Conflict of interest" (COI): any personal, financial, or business relationship between the bidder and any personnel of the procuring entity who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of the procuring entity directly or indirectly;

(vi) “Undue Advantage”: improper use of information obtained by the bidder from the procuring entity with an intent to gain an unfair advantage in the procurement process or for personal gain. This also includes if the bidder (or his allied firm) provides services for the need assessment/ procurement planning of the tender process in which he is participating;

(vii) “Obstructive practice”: materially impede the procuring entity’s investigation of a procurement process either by deliberately destroying, falsifying, altering, or by concealing of evidence material to the investigation; or by making false statements or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the procuring entity’s rights of audit or access to information;

1.14.2 PUNITIVE PROVISIONS:

Without prejudice to and in addition to the rights of the procuring entity to other penal provisions as per the bid documents or contract, if the procuring entity comes to a conclusion that a (prospective) bidder / contractor directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the procuring entity may take appropriate measures including one or more of the following:

- (i)** If his bids are under consideration in any procurement
 - a)** Forfeiture or encashment of bid security;
 - b)** calling off of any pre-contract negotiations; and
 - c)** rejection and exclusion of the bidder from the procurement process
- (ii)** If a contract has already been awarded
 - a)** Cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
 - b)** Forfeiture or encashment of any other security or bond relating to the procurement;
 - c)** Recovery of payments including advance payments, if any, made by the procuring entity along with interest thereon at the prevailing rate;
- iii)** Provisions in addition to above:
 - a)** Removal from the list of enlisted contractors and banning/ debarment of the bidder from participation in future procurements of the procuring entity for a period not less than one year;
 - b)** In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India;
 - c)** Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

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

1.15.0 QUOTING OF RATES:

The Tenderer(s) shall quote his / their rates as a percentage above or below or at par with respect to estimated cost given in the tender and fill up the form given in the tender’s schedule of quantities and rates. 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.

1.16.0 ERASURE AND ALTERATIONS

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.

1.17.0 OBLIGATION TO ACCEPT / REJECT

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.

1.18.0 DELIBERATION: -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.

1.19.0 RETAINING OF CHARACTER OF FIRM

If the tenderer(s) expire(s) after the submission of his / their tender or after the acceptance of his / their offer, the Railway shall deem such tender cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the Railway shall deem such tender as cancelled, unless the firm retains its character.

1.20.0 NON COMPLIANCE:

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

1.21.0 AUTHORITY TO ACCEPT TENDER:

The authority for the acceptance of the tender will rest with the ADRM (Infra.) / Senior Divisional Electrical Engineer (General Services) Mumbai CSMT who does not bind himself to accept the lowest or any other tender nor does he undertake to assign reasons for declining to consider any particular tender or tenders.

1.22.0 EXECUTION OF CONTRACT AGREEMENT:

- (a) The successful Tenderer(s) shall be required to execute an Agreement with the President of India acting through the Senior Divisional Electrical Engineer (General Services) Mumbai CSMT for carrying out the work according to the Preamble, Conditions of contract, Instructions to the tenderers, Standard General Conditions of Contract, Specifications given in the tender papers and as laid by RDSO/ Central Railway for Works and Materials within 30 days on receipt of letter of acceptance based on accepted rates and conditions mentioned in Tender Document.
- (b) 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.
- (c) The Tenderer whose tender is accepted shall be required to appear in person at the office of Senior Divisional Electrical Engineer (General Services), Central Railway, Mumbai CSMT, as the case may be, or if tenderer is a firm or corporation, a duly authorized representative shall appear (there would be no need for appear in person if agreement is signed digitally) and execute the contract agreement within seven days of notice from Railways that the Contract Agreement is ready. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender. The Contract Agreement shall be entered into by Railway only after submission of valid Performance Guarantee by the Contractor. In such cases the Railway may determine that such tenderer has abandoned the contract and there upon his tender and acceptance thereof shall be treated as cancelled and the Railway shall be entitled to forfeit the full amount of the Bid Security and other dues payable to the Contractor under this contract. The failed Contractor shall be debarred from participating in the re-tender for that work.
- (d) Every contract shall be complete in respect of the document it shall so constitute. Not less than 2 copies of the contract document shall be signed by the competent authority and the Contractor and one copy given to the Contractor (there would be no need of signing two copies if agreement is signed digitally).
- (f) The bid security deposited by the successful tenderer shall be forfeited if the contractor fails to execute the Agreement or fails to start the work within a reasonable time (to be determined by the Engineer after notification of the acceptance of his tender).

1.23.0 COMPLETION:

The works are required to be completed within a period as mentioned in preamble from the date of issue of acceptance letter.

1.24.0 EMPLOYMENT/PARTNERSHIP ETC. OF RETIRED RAILWAY EMPLOYEES:

- (a) Should a tenderer
 - (i) be a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, whether in the executive or administrative capacity or whether holding a pensionable

post or not, in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, OR

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

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

AND

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

THEN

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 a), b), c) above has not been furnished, contract is liable to be dealt in accordance with provision of clause 62 of GCC.

1.25.0 PARTICIPATION OF PARTNERSHIP FIRMS IN WORKS TENDERS:

- 1.25.1** The Partnership Firms participating in the tender should be legally valid under the provisions of the Indian Partnership Act.
- 1.25.2** The partnership firm should have been in existence or should have been formed prior to submission of tender. Partnership firm should have either been registered with the Registrar or the partnership deed should have been notarized as per the Indian Partnership Act, prior to submission of tender.
- 1.25.3** Separate identity / name should be given to the partnership firm. The partnership firm should have PAN / TAN number in its own name and PAN / TAN number in the name of any of the constituent partners shall not be considered. The valid constituents of the firm shall be called partners.
- 1.25.4** Once the tender has been submitted, the constitution of the firm shall not normally be allowed to be modified / altered / terminated during the validity of the tender as well as the currency of the contract except when modification becomes inevitable due to succession laws etc., in which case prior permission should be taken from Railway and in any case the minimum eligibility criteria should not get vitiated. The re-constitution of firm in such cases should be followed by a notary certified Supplementary Deed. The approval for change of constitution of the firm, in any case, shall be at the sole discretion of the Railways and the tenderer shall have no claims what-so-ever. Any change in the constitution of Partnership firm after submission of tender shall be with the consent of all partners and with the signatures of all partners as that in the Partnership Deed.

Failure to observe this requirement shall render the offer invalid and full Bid Security shall be forfeited.

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

- 1.25.5** A partner of the firm shall not be permitted to participate either in his individual capacity or as a partner of any other firm in the same tender.
- 1.25.6** The tender form shall be submitted only in the name of partnership firm. The Bid Security shall be submitted by partnership firm. The Bid Security submitted in the name of any individual partner or in the name of authorized partner (s) shall not be considered.
- 1.25.7** One or more of the partners of the firm or any other person (s) shall be designated as the authorized person (s) on behalf of the firm, who will be authorized by all the partners to act on behalf of the firm through a “Power of Attorney”, specially authorizing him / them to submit & sign the tender, sign the agreement, receive payment, witness measurements, sign measurement books, make correspondences, compromise / settle / relinquish any claim (s) preferred by the firm, sign “No Claim Certificate”, refer all or any dispute to arbitration and to take similar such action in respect of the said tender / contract. Such “Power of Attorney” shall be notarized / registered and submitted along with the tender.
- 1.25.8** On issue of Letter of Acceptance (LOA) to the partnership firm, all the guarantees like Performance Guarantee, Guarantee for various Advances to the Contractor shall be submitted only in the name of the partnership firm and no splitting of guarantees among the partners shall be acceptable.
- 1.25.9** On issue of Letter of Acceptance (LOA), contract agreement with partnership firm shall be executed in the name of the firm only and not in the name of any individual partner.
- 1.25.10** In case the Letter of Acceptance (LOA) is issued to a partnership firm, the following undertakings shall be furnished by all the partners through a notarized affidavit, before signing of contract agreement.

(a) Joint and several liabilities:

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

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

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

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

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

- 1.25.11** The tenderer shall clearly specify that the tender is submitted on behalf of a partnership firm. The following documents shall be submitted by the partnership firm, with the tender:

- (i) A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar.
- (ii) A notarized or registered copy of Power of Attorney in favour of the individual to tender for the work, sign the agreement etc. and create liability against the firm.
- (iii) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the bid ineligible or the contract shall be determined under Clause 62 of the Standard General Conditions of Contract.
- (iv) All other documents in terms of Para 11 of Preamble.

1.25.12 Evaluation of eligibility of a partnership firm:

Technical and financial eligibility of the firm shall be adjudged based on satisfactory fulfillment of the eligibility criteria laid down in Para 11 of Preamble.

1.26.0 BINDING OF ORIGINAL OFFER IN CASE OF NEGOTIATIONS:

Should the Railway decide to negotiate with a view to bring down the rates, the original offer will still be binding in case nothing materializes out of the negotiations.

1.27.0 SUBMISSION OF TENDER:

“Tenderer should participate electronically in E- tender through website www.ireps.gov.in & submission of manual offers against e-tender are not allowed & if any manual offers submitted shall neither be opened nor considered.”

1.27.1 CARE IN SUBMISSION OF TENDERS:

- a(i) Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all inclusive to accord with the provisions in Clause-37 of the Standard General Conditions of Contract for the completion of works to the entire satisfaction of the Engineer.
- a(ii) Tenderers will examine the various provisions of The Central Goods and Services Tax Act, 2017(CGST)/ Integrated Goods and Services Tax Act, 2017(IGST)/ Union Territory Goods and Services Tax Act, 2017(UTGST)/ respective state's State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt. & as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.
- a(iii) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to railway immediately after the award of contract, without which no payment shall be released to the Contractor. The Contractor shall be responsible for deposition of applicable GST to the concerned authority.
- a(iv) In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/ SGST Act, the railway shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.
- a(v) Contractor shall be liable to pay/refund the amount collected as GST to the Indian Railways along with interest and penalties, if any imposed by the authorities, in case GST input tax credit of Indian Railways is denied/rejected by the tax authorities due to reasons mentioned below but not limited to:
 - Wrong/incorrect invoices issued by Contractor,
 - 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.

CHAPTER - II

SPECIAL CONDITIONS OF

CONTRACTS

CHAPTER – II

SPECIAL CONDITIONS OF CONTRACT

Para No.	Subject
2.1.0	... Scope
2.2.0	... Condition of contract
2.3.0	... Purchaser's Representative
2.4.0	... Contractor's Representative
2.5.0	... Contractor's office & address
2.6.0	... Purchaser's Address
2.7.0	... Income tax
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2.10	... Scheme of work
2.11	... Assignment or Subletting
2.12	... Variation in contract quantities
2.13	... Access to work site
2.14	... Accidents
2.15	... Safety measures
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2.17	... Defective equipment to be changed
2.18	... Final acceptance
2.19	... Issue of identity cards to contractor's labours
2.20	... Disaster management
2.21	... Insurance
2.22	... Issue of material to contractors
2.23	... Standing indemnity bond
2.24	... Inspection
2.25	... Material / equipments
2.26	... Guarantee
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2.28	... Electrical contractor's license
2.29	... Other Special Conditions
2.30	... Special Conditions of work
2.31	... Settlement of Disputes – Indian Railway Arbitration Rules
2.32	... Inclusion of "LETTER OF CREDIT"
2.33	... Joint Venture Firms in works tenders

CHAPTER - II

SPECIAL CONDITIONS OF CONTRACT

2.1.0 SCOPE:

This chapter deals with the conditions of Contract under which the various works coming under the purview of this contract are to be executed by the Contractor.

2.2.0 CONDITIONS OF CONTRACT:

If the Tender submitted by a Tenderer is accepted and the contract awarded to the Tenderer, the various works coming under the purview of the contract shall be governed by the terms and conditions included in the Tender papers covering the following:

- i) System of tendering
- ii) Preamble and scope of work to the Tender Papers.
- iii) Instructions to Tenderers and conditions of Tendering, as included in Chapter-I of this tender document.
- iv) Conditions of contract, as included in this chapter.
- v) General conditions of contract April 2022 of Engineering department as amended from time to time (Not attached to this tender document).
- vi) Prices and Payments, as included in Chapter III of this tender document.
- vii) Explanatory notes of Schedule and Schedule of prices and quantities as included in **Chapter IV & Chapter VI** of this tender document.

2.3.0 PURCHASER'S REPRESENTATIVE:

Subject as otherwise provided in this contract, all notices to be given on behalf of the Purchaser and all other action to be taken on his behalf may be given or taken, as the case may be, on his behalf by the General Manager or his successor.

2.4.0 CONTRACTOR'S REPRESENTATIVE:

The Contractor's Representative shall be a person as defined in Chapter-I.

2.5.0 CONTRACTOR'S OFFICE & ADDRESS:

The Contractor shall within a month of issue of letter of acceptance of Tender, establish an office at a convenient place for progressing designs and drawings and field works, expeditiously, in consultation and with approval of the Purchaser. He shall intimate the Purchaser the address thereof in which all correspondence shall be sent. Any communication sent to the Contractor by post at his said address shall be deemed to have reached the Contractor duly and in time. Important documents shall be sent by Registered post.

2.6.0 PURCHASER'S ADDRESS:

The list of addresses to which correspondence and documents relating to the contracts to be made are as under:

1. A. For tender, policy matter, design, drawings and contract execution.

**Senior Divisional Electrical Engineer,
(General Service) Mumbai CSMT,
Annex Bldg., 1st floor,
Central Railway,
Mumbai-400 001**

1. B. For Execution of the work

**Senior Divisional Electrical Engineer,
(General Service) Mumbai CSMT,
Annex Bldg., 1st floor,
Central Railway,
Mumbai-400 001**

- 2 For Security Deposit / Bid Security.**
Senior Divisional Finance Manager, Mumbai CSMT,
 Annex Bldg., 1st floor,
 Central Railway,
 Mumbai-400 001

2.7.0 INCOME TAXES:

- (a) The Contractor and all personnel employed by him shall pay such taxes like income tax as are payable under statutory laws of India and the Purchaser will not accept any liability for the same.
- (b) Deduction of income tax at source as per provision of finance act and income tax act in force may be made from the Contractor/sub-Contractor and the amount so deducted may be credited to the Central Government.

2.8.0 LAWS OF INDIA:

The contract shall be governed by the law for the time being in force in the Republic of India.

2.9.0 AGREEMENT

- a) The successful Tenderer shall, within 30 days on receipt of Letter of Acceptance, be bound to execute an agreement based on accepted rates and conditions, in such forms as the Purchaser may prescribe and lodge the same with the Purchaser together with the conditions of contract, specifications and Schedule of prices referred to therein duly completed.
- b) If a work is transferred from the jurisdiction of one Railway to another Railway or to a project authority or vice versa while the contract is in subsistence, the contract shall be binding on the Contractor and successor Railway/Project in the same manner and take effect in all respects as if the Contractor and the successor Railway/Project were parties thereto from the inspection and the corresponding officers or the competent authority in the successor Railway will exercise the same powers and enjoy the same authority as conferred to the Predecessor Railway/Project under the original contract/agreement entered into.
- d) If for administrative or other reasons the Contract is transferred to the successor Railway the contract shall, notwithstanding anything contained herein contrary there to, be binding on the Contractor and the successor Railway in the same manner and take effect in all respects as if the Contractor and the successor Railway had been parties thereto from the date of this contract.
- d) Until a formal agreement is prepared and executed, acceptance of this letter shall constitute a binding Contract between us for this work.

2.10 SCHEME OF WORK:

The work should be done as per technical specification, explanatory notes and other conditions of contract and use of approved materials, equipment. The contractor should submit fortnightly to executive engineer a progress report of material received at site and progress of work.

2.11 ASSIGNMENT OR SUBLETTING OF CONTRACT:

The Contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein any manner whatsoever without the special permission in writing of the Chief Engineer, save as provided as below. Any breach of this condition shall entitle the Railway to rescind the contract under Clause 62 of GCC and also render the Contractor liable for payment to the Railway in respect of any loss or damage arising or ensuing from such cancellation; provided always that execution of the details of the work by petty Contractor under the direct and personal supervision of the Contractor or his agent shall not be deemed to be sub-letting under this clause.

In case Contractor intends to subcontract part of work, he shall submit a proposal in writing seeking permission of Chief Engineer for the same. While submitting the proposal to railway, Contractor shall ensure the following:

- a) (i) The Contractor shall not sub-contract the Works comprising more than 40% (forty per cent) of the Contract Price and shall carry out Works for at least 60% (sixty per cent) of the total Contract Price directly under its own supervision and through its own personnel. The Parties expressly agree that for the purposes of computing the value of sub-contracts under this Clause 3.2.1, the Contract Price shall exclude any sub-contract for the procurement of goods and equipment like [rails, sleepers and track fittings, signaling and telecommunication & Power supply equipment]. The Parties agree that all obligations and liabilities under this Agreement for the entire Railway Project shall at all time remain with the Contractor. {The Parties agree that works equal to at least 30% (thirty per cent) of the Contract Price shall be discharged solely by the Lead Member.}\$ Procurement of material, hire of equipment or engagement of labour by prime contractor or procuring entity will not mean sub-contracting.

\$ May be deleted if the Contractor is not a Consortium/Joint Venture.

(ii) The subcontractor shall have successfully completed at least one work similar to work proposed for subcontract in last 5 years, ending date of submission of proposal by Contractor to Railway, costing not less than 35% value of work to be subletted, through a works contract. For fulfillment of above, Work Experience Certificate issued by a Govt. Department/Organisation shall be considered. Further, Work Experience Certificate issued by a Public listed company shall be considered provided the company is 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, registered at least 5 years back from the date of submission of proposal by Contractor to Railway and work experience certificate issued by a person authorised by the Public Listed Company to issue such certificates.

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

In case contractor submits subcontractor's work experience certificate issued by public listed company, the contractor 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.

(iii) There is no banning of business with the sub-contractor in force over IR.

- b) The Contractor shall provide to the Engineer a copy of the agreement to be entered into by Contractor with subcontractor. No subcontractor shall be permitted without a formal agreement between Contractor and subcontractor. This agreement shall clearly define the scope of work to be carried out by subcontractor and the terms of payment in clear & unambiguous manner.
- c) On receipt of approval from Chief Engineer, Contractor shall enter into a formal agreement legally enforceable in Court of Law with subcontractor and submit a copy of the same to the Engineer.
- d) The Contractor shall intimate to the Engineer not less than 7 days in advance, the intended date of commencement of subcontractor's work.
- e) Once having entered into above arrangement, Contractor shall discontinue such arrangement, if he intends to do so at his own or on the instructions of Railway, with prior intimation to Chief Engineer.
- f) The Contractor shall indemnify railway against any claim of subcontractor.
- g) The Contractor shall release payment to the Sub-contractor(s) promptly and shall endeavour to resolve all issues amicably and speedily with the Sub-contractor(s), so that the execution of work is not affected in any manner whatsoever.
- h) In addition to issuance of work experience certificate to Contractor, the Engineer, when, based on documents, is satisfied that subcontracted work has been carried out by subcontractor, shall issue work experience certificate to the subcontractor also for the portion of work subcontracted and successfully completed by the sub-contractor.

*Note: Work Experience Certificate to the subcontractor shall be issued only when the contractor's work is complete and contractor is entitled for the issuance of Work Experience Certificate. However, in the same contract, when the Chief Engineer, based on documents, is satisfied that the subcontractor has successfully carried out subletted work; without issuance of work experience certificate to subcontractor at this stage, the Chief Engineer can, **only once**, consider the successfully completed subletted work for the fulfillment of eligibility for further subletting of work to the subcontractor in the same contract. When the contractor's work is complete and contractor is entitled for the issuance of work experience certificate, the subcontractor shall be issued one Work Experience Certificate for the total scope of work executed by the subcontractor in the contract.*

- i) The responsibility of successful completion of work by subcontractor shall lie with Contractor. Subcontracting will in no way relieve the Contractor to execute the work as per terms of the Contract.
- j) Further, in case Engineer is of the view that subcontractor's performance is not satisfactory, he may instruct the Contractor to remove the subcontractor from the work and Contractor has to comply with the above instructions with due promptness. Contractor shall intimate the actual date of discontinuation of subcontract to Engineer. No claim of Contractor whatsoever on this account shall be entertained by the Railway and this shall be deemed as 'excepted matter' (matter not arbitrable).
- k) The permitted subcontracting of work by the Contractor shall not establish any contractual relationship between the sub-contractor and the Railway and shall not relieve the Contractor of any responsibility under the Contract.

2.12 VARIATION IN QUANTITIES DURING EXECUTION OF WORK CONTRACTS:

The procedure as detailed below shall be adopted for dealing with variations in quantities during execution of works contracts: -

1. The accepted variation in quantity of each individual item of the contract would be upto 25% of the quantity originally contracted, except in case of foundation work (in which no variation limit shall apply). However, the rates for the increased quantities shall be as per sub- para (iii) below.
2. The Contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever upto the limit of 25% variation in quantity of individual item of works.
3. In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, then same shall be executed at following rates:
 - a) Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender;
 - b) Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;
 - c) Variation in quantities of individual items beyond 150% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender;
 - d) **Variation to quantities of Minor Value Item:** The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1 % of the total original contract value.
 - d(i)** Quantities operated upto and including 100% of the agreement quantity of the concerned minor value item, shall be paid at the rate awarded for that item in that particular tender;
 - d(ii)** Quantities operated in excess of 100% but upto 200% of the agreement quantity of the concerned minor value item, shall be paid at 98% of the rate awarded for that item in that particular tender;
 - d(iii)** Variation in quantities of individual minor value item beyond 200% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender;

4. In case of earthwork items, the variation limit of 25% shall apply to the gross quantity of earthwork items and variation in the quantities of individual classifications of soil shall not be subject to this limit.
5. 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).

2.13 ACCESS TO WORK SITE:

- (a) Access to the site for the purpose of this contract shall be accorded to the contractor by the purchaser at all times. In the execution of the work no person other than the contractor or his duly appointed representative or approved sub-contractor and bonafide workmen shall have access to the site. Access to the site of work at all times shall be allowed by the contractor to Officials or approved representatives of the purchaser or to Railway staff for purpose of maintenance.
- (b) The Purchaser or his authorized representative shall have the right to refuse admission to the work site of any person employed by the contractor whom the purchaser or his engineer may consider undesirable.
- (c) The purchaser or his Engineer shall be at liberty to object to the employment of any person as Contractor's Agent/Representative, approved sub-contractor's supervisors, workmen or labourer for execution of this contract on the ground of misconduct, incompetence or negligence. The contractor on receipt of notice of such objection in writing from the purchaser or his engineer shall forthwith remove the person so objected to and provide in his place any other competent person and shall not allow the persons so objected to, to enter the site of work subsequently or remain in the execution of the contract. The purchaser will not be liable to pay any cost or damage on this account.

2.14 ACCIDENTS:

- (a) The Contractor shall, in respect of all staff engaged by him or by his sub-contractor, indemnify and keep the purchaser at all times indemnified and protected against all claims made and liabilities incurred under Workmen's Compensations Act, the Factories Act and the Payment of Wages Act and rules made there under from time to time or under any other labour and Industrial legislation made from time to time.
- (b) The Contractor shall indemnify and keep the Purchaser indemnified and harmless against all actions, suits, claims, demands, costs, charges or expenses arising in connection with any death or injury sustained by any person or persons within the Railway premises and any loss or damage to Railway property sustained due to the acts or omission of the Contractor, his sub-contractors, his agents or his staff during the execution of this contract irrespective of whether such liability arises under the Workmen's.
- (c) Compensation Act, or Fatal Accident Act or any other statute in force for the time being.

2.15 SAFETY MEASURES:

The contractor shall take all precautionary measures in order to ensure the protection of his own personnel moving or working on the Railway premises, but shall then confirm to the rules and regulations of the Railway. The contractor shall be responsible for safe custody of all equipments till provisional acceptance. Moreover, if any time the works to be carried out directly concern the safety of trains, the contractor's staff must comply fully with Railway regulations given to him by the authorized Railway staff. The contractor's employees and workers may for no reason operate an installation concerning train safety or train movement. They shall notify the authorized representative of the purchaser who will take all necessary steps in this regard.

2.16 PROVISIONAL ACCEPTANCE:

After completion of entire work contractor has to obtain a certificate from the field supervisor confirming that they have successfully completed the work. Based on that Senior Divisional Electrical Engineer (General Service), Central Railway, Mumbai CSMT will issue a provisional acceptance certificate which is mandatory before submission of the FINAL BILL.

2.17 DEFECTIVE EQUIPMENTS TO BE CHANGED:

Notwithstanding completion of work in partial or full use of any equipment, if the completed equipment or any portion thereof before it finally taken over at the end of the guarantee period be found to be or to have become defective in course of usage by the Railway due to faulty material, design or workmanship, or otherwise fails to fulfill the requirement of the contract and/or its purpose, the purchaser shall normally give the contractor prompt notice setting forth the particulars of each defects or failure and the contractor shall forthwith make the defects good or modify or replace the equipment, as may be directed by the purchaser's Engineer, at his own cost in all respects to make comply satisfactorily with the said requirements. Should the contractor fail to do within a reasonable time the service of the said notice upon him or should time not permit of service of such notice, the purchaser may repair or reject and replace the whole or part of such defective equipment as the case may be, at the cost of the contractor. The contractor's full liability under this clause shall be satisfied by the payment to the purchaser of the extra total cost, if any, of such replacement delivered and erected as provided for in the original contract, such extra cost being the ascertained difference between the price paid by the purchaser under the provisions above mentioned for such replacement and the contractor's price for the plant so replaced, plus the sum, if any, paid by the purchaser to the contractor in respect of such defective equipment. Should the purchaser not so replace the rejected equipment within a reasonable time, the contractor's liability under this clause shall be satisfied by the repayment by the contractor of all money paid by the purchaser to him in respect of such rejected equipment. Rejected/defective materials shall be returned to the contractor to the extent possible.

2.18 FINAL ACCEPTANCE:

- (a) The final acceptance of the entire equipment installed on the site shall take effect from the date of expiry of the period of guarantee.
- (b) After expiry of the period of guarantee for each section, a certificate of final acceptance shall issued by the Purchaser and the last of such certificate will be called the last and final acceptance certificate. The contract shall not be considered as completed until the issue of final acceptance certificate by the Purchaser.
- (c) The Purchaser shall not be liable to the Contractor for any matter arising out of or in connection with the contract or execution of the work unless the Contractor shall have made a claim in writing in respect thereof before the issue of final acceptance certificate under this clause.

Notwithstanding the issue of final acceptance certificate, the Contractor and the Purchaser (subject to sub-clause as above) shall remain liable for fulfillment of any obligation incurred under the provision of the contract prior to the issue of final acceptance certificate which remains unperformed at the time such certificate is issued and for determining the nature and extent of such obligation the contract shall be deemed to remain in force between the parties hereto.

2.19 ISSUE OF IDENTITY CARDS TO CONTRACTOR'S LABOURS:

Following certificates/documents should be issued to each contract labourers nominated to work in the railway premises by the contractor, indicating Contract No, Name of the person, place of work etc.

1. Identity Card **2.** Character certificate issued by Police Department **3.** Certificate for technical competency.

If these are not issued to contract labourers, he / they will not be permitted to work in the Railway premises. The list of the labour should be submitted to this office for records.

2.20 DISASTER MANAGEMENT:

Vehicles and equipments of contractors working with railways can be provided/ asked to be deployed by Railway administration at its discretion in case of accidents/natural calamities involving human lives. In case it is seen that the contractors have shunned their responsibilities in case of disaster involving human lives, they may be levied penalties as decided by Railway administration or their contract can be rescinded as the requirement of Railway administration in such cases are for larger public interest.

2.21 INSURANCE

- a) The contractor shall take out and keep in force a policy or policies of insurance against all liabilities of the contractor or the purchaser at common law or under any statute in respect of accidents to persons who shall be employed by the contractor in or about the site and the contractor's office for the purpose of carrying out the works on the site. The contractor shall also take out and any keep in force a policy or policies of insurance against all recognized risk to their offices and depots. Such insurance shall in all respects be to the approval of the purchaser and if he so requires, in his name.
- b) Insurance of materials and installations.
The contractor shall take out and keep in force a policy or policies of insurance for all materials/equipments in shortage and installations under erection and/or erected, until such materials and installations are provisionally handed over to the purchaser. For this purpose, the installations shall be deemed to have been provisionally handed over when a provisional acceptance certificate is issued for the installation. The contractor shall not be liable for losses or damages to equipment erected, in the course of erection or in similar courses over which the contractor has not control and which cannot be insured. Such losses or damages shall be the liability of the purchaser and, if required by the purchaser be made good by the contractor, at the cost of the purchaser.
- c) The contractor should, however, insure the stores brought to site, against risks in consequence of war and invasion, as required under the emergency risks (goods) insurance act in force from time to time.
- d) The contractor shall take out all insurance covers in connection with this contract with General Insurance Corporation of India only.
- e) The purchaser will advise the contractor in his letter of acceptance of tender, the price and quantity of the entire Railway stores (if supplied by the purchaser) to enable the contractor to declare the value to his underwriters.

2.22 ISSUE OF MATERIALS TO THE CONTRACTOR:

Contractors have to submit a Bank Guarantee for an amount equal to the cost of material paid to them and to be handed over to them for erection. The cost of material paid to them and handed over to them and under their possession at any time shall not exceed the value of the B.G. already submitted.

2.23 STANDING INDEMNITY BOND:

Cost of all the materials for which 'On Account' payments have been made to the contractor against the Contract and materials handed over to the contractor by the purchaser for the purpose of execution of the said Contract, until such time the materials are duly erected or otherwise handed over to the purchaser shall be covered by the standing indemnity bond (see Form No. 16).

2.24 INSPECTION:

All the material, erection and installation work shall be subject to inspection to ensure that the work is done in accordance with specification, drawings and is of the best quality suitable for the purpose. Following inspection schedule shall be followed.

(a) Inspection of material: -

- i) **At Firm's premises:** - Inspection of **Item no. 8 & 9 of Schedule-B, shall be done by RITES. All charges for RITES inspection shall be borne by the contractor.** Inspection of other materials shall be done by Railway's representative. Firm will submit manufactures original test certificate also.
- ii) **After Receipt of material:** - Inspection of items shall be done at depot / site by Railway Engineer's representative. Contractor shall produce all the test reports, material documents in original etc. during inspection.
- iii) All the defects / discrepancies, if any, pointed out during inspection should be attended by the contractor immediately.
- (b) **Stage Inspections:** - Stage inspections shall be carried out by Railway Engineer's representative from time to time during execution of the work at site. All the shortcomings noticed during stage inspection shall be attended by the contractor.

- c) **Final Inspections:** - After completion of work, contractor shall offer it for final inspection and testing. All the shortcomings noticed during final inspection shall be attended by the contractor, immediately and a joint inspection shall be carried out by Railway Engineer's Representative and by Contractor Representative after completion of the entire work and a joint inspection report shall be made. The joint inspection report shall be signed by the contractor's representative, Railway's authorized Engineer for that work and shall be enclosed along with the final bill. Any defect / shortcomings noticed shall be attended by the contractor immediately.

2.25 MATERIALS/EQUIPMENTS:

All materials used in the work shall be of the best quality and of the class most suited for the purpose specified. All the materials, standard fittings, equipments, control panel, cables etc. and other accessories required for this work shall be made of as specified in explanatory note and should be of reputed make as per approval of Sr. DEE (G) CSMT or as appearing in the approved sources of RDSO / ICF / RCF / CLW. Performance of items, which are not on approved list of RDSO / ICF / RCF / CLW, can be judged based on their past performance. If not available it shall be conforming to relevant latest IS-Specification against each schedule item.

All the equipments, materials, fittings and components will be subject to quality control programme of being part of the quality assurance programme of the contractor. All the major equipments / material shall be inspected as per Inspection clause.

2.26 GUARANTEE / WARRANTY: -

- (a) All LED Light fittings and its driver should be warranted for a period of 60 months from its commissioning or 72 months from the date of supply whichever is earlier and shall submit guarantee certificate from manufacturer.
- (b) The contractor shall guarantee satisfactory working of the installations (other than LED fittings) erected by him for a period of 12 [TWELVE] months from the date of completion of work or as specified otherwise. During the guarantee period the contractor shall maintain the all assets, equipments and contractor shall keep available experienced Engineer and necessary equipment to attend to any defects.
- (c) During the contract period, the contractor shall be liable for the replacement at site of any parts which may be found defective, whether arising from faulty design, materials, workmanship or negligence in any manner on the part of the contractor provided always that such defective parts as are not repairable at site are promptly returned to the contractor if so required by him at his (contractor's) own expenses.
- (d) The repaired or renewed parts shall be delivered and erected on site free of charge to the purchaser.

2.27 RELEASED MATERIAL: -

After completion of the work, the contractor shall remove all assets and materials such as LED fittings, cables, DBs, etc., using his own tools, tackles, manpower and vehicles. All materials shall be handed over to SSE (M) LNL / SSE (M) IGP depot as per the instructions of the Railway Engineer, duly recorded in the register. The materials/assets shall be handed over in proper working condition and not in damaged condition. In case of any shortage in quantity, the cost of the materials shall be recovered from the contractor.

2.28 ELECTRICAL CONTRACTORS LICENSE

The contractor shall fulfill valid Electrical Contractor License requirement as per IE Rule 1956 clause no - 45. Electrical Contractors license shall be submitted along with the offer, failing which the offer will summarily be rejected.

2.29.0 OTHER SPECIAL CONDITIONS: -

- 2.29.1 Firm should submit their offer with full credentials regarding working capacity, testing facilities and other financial capabilities. Offers from firms not having required infrastructure to carry out the work and testing facilities will be summarily rejected.
- 2.29.2 Contractors found using sub-standard un-approved materials shall be, on the spot, stopped from executing further work and suitable action taken to terminate the contract. Particular note of this should be taken and it shall be strictly ensured that only quality work is done.

- 2.29.3 All completed work shall be jointly recorded by contractors with Railways in 'Measurement Books' which will be available with Railway's supervisor. No work, other than those recorded in M.B., will be recognized.
- 2.29.4 All the bidders / tenders should ensure that they are GST compliant and their quoted tax structure / rates are as per GST Law.
- 2.29.5 Bills shall be submitted in Railway's bill form only. All released materials shall be handed over to Railways at the depot of Senior Section Engineer (M)'s. Contractors should keep a proper account of the released materials handed over, with proper acknowledgement from Railway's supervisor and submit the same along with the bills.
- 2.29.6 **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 (G) CSMT without delay and same shall be dealt as per Railway's requirement only and to Railway's advantage only.

2.30.0 SPECIAL CONDITION OF THE WORK

- The Contractor shall maintain a register showing names and addresses of the person so engaged along with photographs of each person and shall produce the same for inspection on demand by Welfare Officer or such other person so authorized by the owner. The Contractor shall not use or allow to be authorized to be used train or any part thereof for dwelling purpose and shall not allow, any outsiders to loiter in or around the train without valid authority.
- 2.30.1 With regard to the nature of employment of the employees working in the stipulation at clause no. 2.30.2 reads thus.
 - 2.30.2 The contractor shall be required to employ/engage only that number of employees/workers as may be specifically authorized by Railway Administration from time to time and shall maintain complete records of such employees/workers with regard to their names, address qualifications, experience and other required details. The Railway shall have absolute right to test, interview or otherwise assess or determine skills, knowledge, proficiency, capability, etc. so as to ensure that such employees/workers are competent, qualified or otherwise suitable for efficiently /worker rejected, not authorized by the Railway shall not be employed/engaged by the contractor on the work covered by this contract.
 - 2.30.3 The contractor is liable to pay provident fund contribution. Leave salary, medical benefits to his employees and to observe statutory working hours. The contractor is responsible for the proper maintenance of registers, records and accounts so far as compliance with any statutory provisions/obligations is concerned. The contractor to keep proper records pertaining to payment of wages etc. and also for depositing the provident fund contributions with the authorities concerned. The contractor is liable to defend, indemnify and hold harmless to the Railway from any liability or penalty which may be imposed by the Central, State or local authorities by reason of any violation by the contractor or such laws regulations and also from all claims, suits or proceedings that may be brought against the management arising under or incidental to or by reason of the work provided/assigned under the contract brought by the employees of the contractor, third party or by the Central or State Government authorities.
 - 2.30.4 The contractor will make aware his employees that the contract employee are employee of contractor and the employee are not entitled for any regularization in Railway Service. If such situation arises in future contractor is liable to defend indemnify & hold harmless to the Railway Administration from any such liability.
 - 2.30.5 **SETTLEMENT OF DISPUTES:** The provisions of clause 63 and 64 of GCC will be applicable only for settlement of claims of disputes between the Railway and Contractor of a value less than or equal or 20% of the original contract value, so as to bring the claim within the scope of Arbitrability.
 - 2.30.6 The contractor shall not be entitled to ask for reference to arbitration before COMPLETION of the work assigned to him under this contract. The contractor shall seek reference to arbitration to settle disputes only ONCE within the ambit of condition 2.30.5 above.
 - 2.30.7 Taxes wherever applicable should be shown separately and not all inclusive rates in the price schedule.

2.30.8 If service tax is leviable, the section under which it is levied is to be mentioned by the tenderer. If abatement of service tax, the notification under which abatement taken should be submitted by the tenderer.

2.30.9 The service tax registration number of the tenderer and copy of the same should be submitted. The category of service for which the firm registered with CBEC should be submitted.

2.30.10 Employment of staff

- a. The contract is liable for cancellation if either the contractor himself or any of his employee is found to be a person of Gazetted rank of Engineering Department which includes Civil, Mechanical, Electrical, Signal and Telecommunication Department of Railways whether pensionable or non- pensionable who after retirement has sought engagement as contractor for or in connection with the execution of public works whether on Railway, P.W.D. or Defence Forces or as an employee of such Contractor within 2 years of his retirement without obtaining the permission of the President of India before taking up such engagement or employment.
- b. The contractor shall employ the following technical staff during the execution of the work-
 - i. At least one Graduate Electrical / Electronic Engineer when the cost of the work to be executed is Rs. 50 Lakh and above.
 - ii. At least one qualified Electrical / Electronic diploma holder when the cost of the work to be executed is more than Rs. 10 Lakh, but less than Rs. 50 Lakh.
- c. Technical staff should be available at site whenever required by the Engineer-in-charge to take instructions. In case the desired level of technical staff fails to take instruction of the Engineer-in-charge, contractor shall be liable to pay a reasonable amount of the Railways not exceeding a sum of Rs. 5,000/- (Rupees Five Thousand only) for each calendar month or part thereof for default in case of Graduate Engineer and Rs.2,500/- (Rupees Two Thousand Five Hundred only) for each calendar month or part thereof for default in case of Diploma holder.
- d. The decision of the Engineer-in-charge as to the period for which required. Technical staff was not employed by the contractor and as to the reasonableness of the amount to be deducted from the contractor shall be final and binding on the contractor.
- e. The contract is liable to be terminated in case of persistent failure to engage suitable technical staff by the contractor.

2.30.11 STATUTORY PROVISION RELATED TO CONTRACT LABOUR

- a. Availability of labour license with contractor for individual contracts, license number, date of expiry of license.
- b. Availability of contract registers with principal employer as per contract labour act.
- c. Availability of registration of principal employer for deploying contract labour, name of the officer registered as principal employer.
- d. Number of contract labour deployed by the contractor in individual contracts.
- e. Confirmation on payment of daily minimum wages, overtime & stipulated rest to contract labour.
- f. Registration with Employee provident fund organization (EPFO) for every contract, availability of PF code, uploading details on EPFO website.
- g. Confirmation on deduction of PF by the contractor.
- h. Verification by principal employer for deduction of PF from employee provident fund organization.
- i. Verification by principal employer for deduction of ESIC by contractors and availability of ESIC cards with contract labour.

2.30.12 MINIMUM WAGES ACT, LABOUR LAWS:

- (a) The Contractor shall comply with all the LEGAL PROVISIONS pertaining to Industrial Labour Law and Hours of Employment Regulations in force. The wages to be paid to the contractor's staff shall necessarily be in accordance with the provisions of the MINIMUM WAGES ACT as amended from time to time. The risk to the life and limb of the staff shall be covered by the contractor by way of an insurance policy. Compensation to the contractor's staff in case of accidents or otherwise shall be made by the contractor.
 - i) Apprentice Act
 - ii) Provisions of Payments of Wages Act:

- iii) Provisions of Contract Labour (Regulation and Abolition) Act, 1970:
 - iv) Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952
 - v) Provision of Workmen's Compensation Act:
 - vi) Payment of Bonus Act, 1965:
- (b) 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 General Condition of Contract. In order to ensure the same, an application has been developed and hosted on website www.shramikkalyan.indianrailways.gov.in. Contractor shall register his firm / company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration / updation in Portal shall be done as under:
- (i) 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 receipt of such request.
 - (ii) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all Letter of Acceptance (LOAs) issued in his favour.
 - (iii) The contractor once registered on the portal, shall provide details of his Letter of Acceptances (LOA) / Contract Agreements on Shramikkalyan portal within 15 days of issue of any LOA for approval of concerned engineer. Engineer shall update (if required) and approve the details of LOA filled by contractor within 7 days of receipt of such request.
 - (iv) 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.
 - (v) 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.
- (c) **While processing payment of any 'On Account bill' or 'Final bill' or release of 'Advances' or 'Performance Guarantee / Security deposit', contractor shall submit a certificate to the Engineer or Engineer's representatives that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramikkalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till _____ Month, _____ Year."**

2.31.0 SETTLEMENT OF DISPUTES – INDIAN RAILWAY ARBITRATION AND CONCILIATION RULES

63. Conciliation of Disputes:

- (i) This clause is applicable in the tender having advertised value less than or equal to Rs.50 Crore.
- (ii) All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the Contractor to the "Chief Engineer" or "Divisional Railway Manager" through "Notice of Dispute" provided that no such notice shall be served later than 30 days after the date of issue of Completion Certificate by the Engineer. Chief Engineer or Divisional Railway Manager shall, within 30 days after receipt of the Contractor's "Notice of Dispute", notify the name of conciliator(s) to the Contractor.
- (iii) The Conciliator(s) shall assist the parties to reach an amicable settlement in an independent and impartial manner within the terms of contract.
- (iv) If the parties reach agreement on a settlement of the dispute, they shall draw up and sign a written settlement agreement duly signed by Engineer In-charge, Contractor and conciliator(s). When the parties sign the settlement agreement, it shall be final and binding on the parties.
- (v) The parties shall not initiate, during the conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings.
- (vi) The conciliation proceedings shall be terminated as per Section 76 of "The Arbitration and Conciliation Act, 1996.

63.1 Matters Finally Determined by the Railway: All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be

referred by the Contractor to the GM and the GM shall, within 120 days after receipt of the Contractor's representation, make and notify decisions on all matters referred to by the Contractor in writing provided that matters for which provision has been made in Clauses 7(j), 8, 18, 22(5), 39.1, 39.2, 40A, 43(2), 45(i)(a), 55, 55-A(5), 57, 57A, 61(1), 61(2), 62(1), 63(iv) and 63.2.11 of the standard General Conditions of Contract or in any Clause (stated as excepted matter) of the Special Conditions of the Contract, shall be deemed as 'excepted matters' (matters not arbitrable) and decisions of the Railway authority, thereon shall be final and binding on the Contractor; provided further that 'excepted matters' shall stand specifically excluded from the purview of the Dispute Adjudication Board (DAB) and Arbitration.

63.2 Dispute Adjudication Board (DAB): This clause is applicable in the tender having advertised value more than Rs 50 Crore.

64. (1): Demand for Arbitration:

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

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

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

64. (1) (i) (d) : Inclusion of arbitration clauses covering disputes with a value exceeding Rs. 10 crore, should be based on careful application of mind and recording of reasons and with the approval of an officer not below the rank of Senior Administrative Grade (SAG) or the Accepting Authority of the tender whichever is higher.

64.(1)(ii)(a): The demand for arbitration shall specify the matters which are in question, or subject of the dispute or difference as also the amount of claim item-wise. Only such dispute or difference, in respect of which the demand has been made, together with counter claims or set off, given by the Railway, shall be referred to arbitration and other matters shall not be included in the reference.

64.(1)(ii)(b): The parties may waive off the applicability of Sub-Section 12(5) of Arbitration and Conciliation (Amendment) Act 2015, if they agree for such waiver in writing, after dispute having arisen between them, in the format given under Annexure XV of these conditions.

64.(1)(iii)(a): The Arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by the Railway.

64.(1)(iii)(b): The claimant shall submit his claims stating the facts supporting the claims alongwith all the relevant documents and the relief or remedy sought against each claim within a period of 30 days from the date of appointment of the Arbitral Tribunal.

64.(1)(iii)(c): The Railway shall submit its defence statement and counter claim(s), if any, within a period of 60 days of receipt of copy of claims from Tribunal, unless otherwise extension has been granted by Tribunal.

64.(1)(iii)(d): Place of Arbitration: The place of arbitration would be within the geographical limits of the Division of the Railway where the cause of action arose or the Headquarters of the concerned Railway or any other place with the written consent of both the parties.

64.(1)(iv): No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defense thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.

64.(1)(v): If the Contractor(s) does/do not prefer his/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the Railways that the final bill is ready for payment, he/they will be deemed to have waived his/their claim(s) and the Railway shall be discharged and released of all liabilities under the contract in respect of these claims.

64.(2): Obligation During Pendency of Arbitration: Work under the contract shall, unless otherwise directed by the Engineer, continue during the arbitration proceedings, and no payment due or payable by the Railway shall be withheld on account of such proceedings, provided, however, it shall be open for Arbitral Tribunal to consider and decide whether or not such work should continue during arbitration proceedings.

64.(3) : Appointment of Arbitrator:

64.(3)(a) : The Arbitral Tribunal shall consist of a panel of three arbitrators. General Manager /Additional General Manager will appoint two arbitrators, one Railway nominee and other from among the contractor's nominee. Contractor can recommend his nominee either from approved panel of Railways or from approved panel of Indian Council of Arbitration (ICA) within 30 days from the date of dispatch of approval of written and valid acceptance of demand for arbitration by the General Manager /Additional General Manager.

64.(3)(a)(i): If contractor wants to choose his nominee from Railway panel, the Railway will send a panel of at least four (4) names of retired Railway Officers empanelled to work as Arbitrator within 30 days from the day when a written and valid demand for arbitration is received by the General Manager /Additional General Manager. Contractor will be asked to suggest to General Manager /Additional General Manager at least 2 names out of the panel for appointment as Contractor's nominee within 30 days from the date of dispatch of the request by Railway. The General Manager/Additional General Manager shall appoint at least one out of them as the Contractor's nominee within 30 days from the receipt of the names of Contractor's nominees. The Railway panel shall be provided free of cost to the contractor.

64.(3)(a)(ii): If contractor wants to choose his nominee from Indian Council of Arbitration panel, Contractor will send at least 2 names of Arbitrators from the ICA panel for appointment as Contractor's nominee within 30 days from the date of dispatch of the request by Railway. The General Manager /Additional General Manager shall appoint at least one out of them as the Contractor's nominee within 30 days from the receipt of the names of Contractor's nominees. Nomination and appointment of arbitrators from ICA panel shall be as per the ICA Rules for Domestic Commercial Arbitration and amended from time to time.

Some general guidelines of ICA Rules for Domestic Commercial Arbitration are as under:-

- i. Contractor may access the ICA's panel of arbitration through ICA's official webpage:
<https://icaindia.co.in/pdf/Engineers.pdf>
- ii. A formal request for nomination shall be submitted to ICA, accompanied by:-
 - a. A brief Statement of Claim outlining the nature and quantum of the disputes.
 - b. A copy of the relevant contract and any supporting documents.
 - c. A copy of the notice intimating the other party of the initiation of arbitration proceedings, with proof of delivery (if any).
- iii. Ad-hoc appointment fees for the nomination and appointment of arbitrators shall be as per the ICA Rules for Domestic Commercial Arbitration and revised from time to time and shall be submitted along with the request.

64.(3)(b): Two selected arbitrators are free to select presiding arbitrator (3d arbitrator) within thirty (30) days from the date of their appointment. The presiding arbitrator may be selected from approved panel of Railways or approved panel of Indian Council of Arbitration (as per mutual agreement), which will be approved by General Manager/Additional General Manager. General Manager /Additional General Manager shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of all the three arbitrators.

64.(3)(c)(i): If one or more of the arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator, or vacates his/their office/offices or is/are unable or unwilling to perform his functions as arbitrator for any reason whatsoever or dies or in the opinion of the General Manager /Additional General Manager fails to act without undue delay, the General Manager /Additional General Manager shall appoint new arbitrator/arbitrators to act in his/their place in the same manner in which the earlier arbitrator/arbitrators had been appointed. Such re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator (s).

64.(3) (c) (ii): (a) The Arbitral Tribunal shall have power to call for such evidence by way of affidavits or otherwise as the Arbitral Tribunal shall think proper, and it shall be the duty of the

parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitral Tribunal to make the award without any delay. The proceedings shall normally be conducted on the basis of documents and written statements.

(b) Before proceeding into the merits of any dispute, the Arbitral Tribunal shall first decide and pass its orders over any plea submitted/objections raised by any party, if any, regarding appointment of Arbitral Tribunal, validity of arbitration agreement, jurisdiction and scope of the Tribunal to deal with the dispute (s) submitted to arbitration, applicability of time 'limitation' to any dispute, any violation of agreed procedure regarding conduct of the arbitral proceedings or plea for interim measures of protection and record its orders in day to day proceedings. A copy of the proceedings duly signed by all the members of tribunal should be provided to both the parties.

64.3(c)(iii):

(i) Qualification of Railway Empanelled Arbitrator (s):

(a) Retired Railway Officers not below SA Grade level, one year after his date of retirement.

(b) Age of arbitrator at the time of appointment shall be below 70 years.

(c) Persons not involved in any current vigilance/CBI cases or against whom disciplinary or prosecution proceedings are not in process.

(d) Persons who had not been imposed a major penalty or two or more minor penalties or against whom administrative action has not been taken three times or more or

(e) Persons who have not been imposed one minor Penalty and against whom two administrative actions have not been taken as a result of vigilance/CBI action while in service on Railways.

(ii) An arbitrator may be appointed notwithstanding the total number of arbitration cases in which he has been appointed in the past.

(iii) While appointing arbitrator(s) under Sub-Clause 64.(3)(a), 64.(3)(a)(i), 64.(3)(a)(ii) & 64.(3)(b) above, due care shall be taken that he/they is/are not the one/those who had an opportunity to deal with the matters to which the contract relates or who in the course of his/their duties as Railway servant(s) expressed views on all or any of the matters under dispute or differences. A certification to this effect as per annexure- XVI shall be taken from Arbitrators also. The proceedings of the Arbitral tribunal or the award made by such Tribunal will, however, not be invalid merely for the reason that one or more arbitrator had, in the course of his service, opportunity to deal with the matters to which the contract relates or who in the course of his/their duties expressed views on all or any of the matters under dispute.

64.(3)(d)(i): The arbitral award shall state item wise, the sum and reasons upon which it is based. The analysis and reasons shall be detailed enough so that the award could be inferred there from.

64.(3)(d)(ii): A party may apply for corrections of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award of a Tribunal and interpretation of a specific point of award to Tribunal within 60 days of receipt of the award.

64.(3)(d)(iii): A party may apply to Tribunal within 60 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.

64.(4): Any ruling on award shall be made by a majority of members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.

64.(5): Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.

64. (6): The cost of arbitration shall be borne by the respective parties. If all the three arbitrators are selected from the Railway Panel, the fee of the arbitrators shall be determined as per the rates fixed/revised by Railway Board from time to time and the fee shall be borne equally by both the parties, provided parties sign an agreement in the format given at Annexure XV to these conditions after/ while referring these disputes to Arbitration. However, if any of the three arbitrators is selected from the Panel of Indian Council of Arbitration (ICA), the fee of the arbitrators shall be determined as per the rates fixed/revised by the Indian Council of Arbitration from time to time and the fee shall be borne equally by both the parties, provided parties sign an agreement in the format given at Annexure XV to these conditions after/ while referring these disputes to Arbitration.

64.(7) Subject to the provisions of the aforesaid Arbitration and Conciliation Act 1996 and the rules thereunder and relevant para of General Conditions of Contract (GCC) and any statutory modifications thereof shall apply to the appointment of arbitrators and arbitration proceedings under this Clause.

64.(8) In case arbitration award is challenged by a party in the Court of Law, 75% of award amount, pending adjudication by Court of Law, shall be made by party to other party. In case payment is to be made by Railway to Contractor, the terms & conditions as incorporated in the Ministry of Railways letter No. 2016/CE(I)/CT/ARB/3(NITI Aayog)/Pt. dated 08th Mar,2017 as amended from time to time, shall be followed. In case Contractor has to pay to the Railway, then 75% of the award amount shall be deducted by the Railway from the Contractor's bills, Performance Guarantee/ Security Deposit or any other dues of Contractor with the Government of India.

2.32.0 INCLUSION OF "LETTER OF CREDIT" AS MODE OF PAYMENT IN WORKS TENDER OR SERVICE TENDER

- (i) For all the tenders having advertised cost of Rs 10 lakh or above, the contractor shall have the option to take payment from Railways through a letter of credit (LC) arrangement.
- (ii) This option of taking payment through LC arrangement has to be exercised in IREPS (Indian Railway Electronic Procurement System - the e-application on which tenders are called by Railways) by the tenderer at the time of bidding itself, and the tenderer shall affirm having read over and agreed to the terms and conditions of the LC option.
- (iii) The option so exercised, shall be an integral part of the bidder's offer.
- (iv) The above option of taking payment through LC arrangement, once exercised by tenderer at the time of bidding, shall be final and no change shall be permitted, thereafter, during execution of contract.
- (v) In case tenderer opts for payment through LC, following shall be the procedure to deal release of payment through LC:
 - (a) The LC shall be a sight LC
 - (b) The contractor shall select his Advising/Negotiating bank for LC The incidental cost towards issue of LC and its operation thereof shall be borne by the contractor.
 - (c) SBI, New Delhi, Main Branch will be the nodal branch for issue of LCs based on online requests received from Railway Accounts Units for tenders opened in financial year 2018-19. SBI branches where the respective Railway Accounts Office has its Account (local SBI branch) will be the issuance/reimbursing branch for LC issued under this arrangement. The Bank shall remain same for this tender till completion of contract. The incidental cost @0.15% per annum of LC value, towards issue of LC and operation thereof shall be borne by the contractor and shall be recovered from his bills.
 - (d) The LC shall be opened initially for duration of 180 to 365 days in consultation with contractor. The LC shall be extended time to time as per the progress of the contract, on the request of the contractor. The value of LC to be opened initially as well as extended thereafter shall be finalised 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 Authorizations 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 LC, provided the sum total of payments to contractor is within the amount for which LC has been opened.
- (o) The LC shall be closed after the release of final payment including PVC amount, if any, to the contractor.
- (p) The release of performance guarantee or security deposit shall be dealt directly by railway with the contractor i.e., not through LC.”

(Authority: Railway Board L. No. 2018/CE-I/CT/9 dated 04-06-2018)

2.33.0 JOINT VENTURE (JV) FIRMS IN WORKS TENDERS: -Not applicable in this tender.

(Vide Railway Board's letter No. 2002/CE-I/CT/37 JV Pt. VIII dated 14-12-2012)

CHAPTER – III

PRICES AND PAYMENTS

CHAPTER – III

PRICES AND PAYMENT

3.10 SCOPE:-

This chapter deals with prices to be paid for the various items of work and other amount payable in accordance with accepted schedule of prices and rates and conditions of payment herein mentioned.

3.2.0 SCHEDULE OF PRICES: -

The Tenderer shall quote his rates in percentage above / below / at par with respect to estimated cost given in the tender and fill up the form given in the tender's schedule of quantities and rates.

3.3.0 INCIDENTAL CHARGES:-

The unit prices are including of loss, wastage, incidental charges for transportation, loading, unloading and handling of materials. It also include commissioning for arranging dispatch by rail, completing all necessary formalities in this respect, arranging payment of wages collection of railway receipt all insurance premier banker's charges etc.

3.4.0 OTHER PRICE PAYMENT :-

No adjustment in unit price on account of price fluctuation will be permitted on any account.

3.5.0 PAYMENT TERMS:-

- (i) **For Schedule item 1 to 3 of Schedule A & B:** Payment / On account payment shall be made to the contractor monthly on submission of following document:
 - (a) Copy of attendance register/record of manpower deployed/engaged and joint report of successful completion of work of previous month as per tender schedule duly signed by the contractor's representative and Railways authorized representative.
 - (b) Bank documents indicating the payment made to the labour as salary etc. as per Minimum Wages act & Labour Laws and its allowances for each month and have been cleared & deposited to the respective bank account of labour for the previous months.
 - (c) Documentary proof of payment of EPF, ESIC, etc. as applicable of labour engaged in this work.
 - (d) Railway's Shramik portal wage report of labour engaged in this work.
 - (e) Documentary proof for payment of GST.
- (ii) **For Schedule item 4 & 5 of Schedule A & B:** 100% Payment / On account payment shall be made to contractor monthly on basis of actual deployment and satisfactory operation of DG sets as per tender schedule. The contractor shall submit joint certification of DG set deployment and satisfactory working duly signed by the contractor's representative and Railway authorized representative for processing of payment.
- (iii) **For all other items of Schedule A & B,** on account payment for equipment, components, fittings and materials, shall be made @ 95% of the supply and erection value of the item indicated in the tender schedule to the contractor only after successful erection, testing and commissioning of the materials, subject to complying the following;
 - (a) Suppliers delivery challan,
 - (b) Inspection certificates of Engineers Representative after receipt of material,
 - (c) Joint inspection report of work executed,
 - (d) Manufactures original test certificate wherever applicable,
 - (e) Any other document mention in the Tender Document.
- (ii) The contractor shall certify that **"I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramik portal at www.shramikkalyan.indianrailways.gov.in till ____Month ____ years."**

3.6 **PROGRESS PAYMENT FOR SUPPLY & ERECTION: -**

On completion of supply and erection / contract period, the contractor shall receive payment @ 95% for supply and erection value of the item indicated in the tender schedule to the contractor only after successful erection, testing and commissioning of the materials.

3.7 **FINAL PAYMENT :**

On completion of contract period of Four months and entire work of schedule A & B in all respect and on submission of PROVISIONAL ACCEPTANCE CERTIFICATE and No Claim Certificate, balance 5 % of supply & erection rates as final payment for the remaining works not covered in the above bill.

3.8 **REFUND OF SECURITY DEPOSIT :-**

The security deposit will be refunded on submission of Final Completion Certificate from the Railways authorized representative after successful completion of the contract and after expiry of the guarantee / warranty obligation and submission of No Claim Certificate by the contractor.

3.9 **TAXES :- (If applicable)**

In case of octroi the Railway can issue necessary certificate for octroi exemption but it will not be binding on Railway if same is not accepted by octroi authorities.

3.9.1 Taxes wherever applicable should be shown separately and not all inclusive rates in the price schedule.

3.9.2 If service tax is leviable, the section under which it is levied is to be mentioned by the tenderer. If abatement of service taxes the notification under which abatement taken should be submitted by the tenderer.

3.9.3 The service tax registration number of the tenderer and copy of the same should be submitted. The category of service for which the firm registered with CBEC should be submitted.

Note: -All the bidders / tenders should ensure that they are GST compliant and their quoted tax structure / rates are as per GST Law. (Ref- Rly Bd's L. No. 2008/RS(G)/777/1 dated. 29.05.2017)

3.10 **PENALTY:-**

- 1) As per GCC April 2022 or latest.
- 2) Any shortfall in attendance, a penalty will be levied of Rs.200/- per staff per shift. Apart from this proportionate cost of labour wages shall be deducted from the monthly bill.
- 3) Defective electrical assets / DG set / LED fittings should be attended / replaced and made serviceable within one day after reporting of failure otherwise a penalty of Rs.100/- per hour per case. Apart from this proportionate cost of hiring cost of DG set shall be deducted from the monthly bill.

4) **Penalty for Cable Damage:** (Rly Bd's L.No.2021/Tele/5(2)/3-Part (1) (3425647) dtd 12.06.2023)

(i) Penalty to be imposed for damages to cable shall be as under:

Cable damaged	Penalty per location
Only Quad cable or Signaling cable	1.0 Lakh
Only OFC	1.25 Lakh
Both OFC & Quad	1.5 Lakh
Electrical Cable	1.0 Lakh

(ii) Penalty shall be levied on the contractor when they work without permission or resort to careless working without making arrangements for protecting cables and other utilities. Based upon the local conditions and practices, Central Railway shall devise its own conditions for examining and levying penalty. For each cable cut, a joint report at the level of supervisors should be prepared on the same day and it should become the basis for levying penalty and fixing responsibility.

(iii) Railways will not lodge FIR with RPF in cases of works being executed by authorized contractors of Railways who have been duly permitted to execute the works.

CHAPTER - IV

EXPLANATORY NOTES OF

TENDER SCHEDULE

CHAPTER-IV

EXPLANATORY NOTES OF TENDER SCHEDULE

Tender No: - **BB.LG.W.LNL.2026.01-R**

The work as per this tender call for the above mentioned work. This tender comprises of following works mentioned in two Schedule- A and B as brought below:-

Schedule 'A' :- NE Ghat section.

Schedule 'B' :- SE Ghat section.

In case of any discrepancy / difference between description mentioned in the schedule of price and explanatory note of each item, the description specified in explanatory note shall be applicable.

SCOPE OF WORK:

Schedule Item no. 1 of Schedule - A & Schedule - B &

**Hiring of two skilled manpower for lighting arrangements for two shifts (16/24 hrs and 00/08 hrs)
(For NE ghat Section 4 persons/day x 120 days and for SE ghat Section 4 persons/day x 120 days)**

Schedule Item no. 2 of Schedule - A & Schedule - B &

**Hiring of two unskilled manpower for lighting arrangement for two shifts (16/24 hrs and 00/08 hrs)
(For NE ghat Section 4 persons/day x 120 days and for SE ghat Section 4 persons/day x 120 days)**

Schedule Item no. 3 of Schedule - A & Schedule - B &

Hiring of one supervisor manpower for supervision of lighting arrangement for two shifts (16/24 hrs and 00/08 hrs)

(For NE ghat Section 2 persons/day x 120 days and for SE ghat Section 2 persons/day x 120 days)

- The scope of work comprises Hiring of manpower, DG sets and SETC of cables/wires, LED light fittings in South East Ghat and North East Ghat section of general services lighting arrangement assets such as wiring point, sub-mains, distribution boards, cabling, lighting, high masts, water pumps, lights, fans etc. provided under the jurisdiction of SSE (M) LNL & SSE (M) IGP by deploying manpower (Skilled & Unskilled staff) and supervisor for manning, operation and maintenance of above electrical assets through this contract. The minimum manpower to be deployed by the contractor will be as under:-

Minimum staff to be deployed at Each Ghat Section (SE & NE ghat)							
Section	00 – 08 hrs			16 – 24 hrs.			Total
	Supervisor	Skilled	Unskilled	Supervisor	Skilled	Unskilled	
NE Ghat	1	2	2	1	2	2	10
SE Ghat	1	2	2	1	2	2	10
<u>Note:</u> Shift of the staff and Timing of shifts will be decided by the SSE (M) LNL & SSE (M) IGP as per requirement of the work.							

- Shift of the staff can be changed by this department as per requirement of the work. The distribution of staff shall be done under the advice of the supervisor in charge and it may vary time to time as per the situation demands.
- Supervisor shall be deployed by the contractor for the co-ordination of the entire work with Railways. The Supervisor shall supervise & ensure availability these skilled-unskilled staff and manning, operation and maintenance activities of electrical assets so as to liaison, oversee and monitor the work. Further the supervisor shall also act according to Railway officials / Supervisors instructions.
- The staff deployed by the contractors should be well qualified as per contract condition and attendance register shall be signed by contractors daily basis and shall be produced to concerned SSE / JE for verification and countersigned. The bill may not be processed without verifying the register.
- The Skilled staff should have educational qualification - experienced ITI Electrician / Wiremen trade or equivalent standard pass. Certificate copy of each staff along with photo should be produced to concern SSE (M).

DUTIES OF STAFF:

- (i) All staff of contractor has to report his duty at SSE / JE of concerned Electrical Maintenance depot.
- (ii) The contractor should provide contact numbers of their persons available during the duty hours.
- (iii) All staff must have an identity card on which the necessary information will be printed.
- (iv) The contractor shall submit Police Verification certificates for all contractual staff of this contract.
- (v) The contractor staff shall follow instructions of SSE (M) LNL & SSE (M) IGP and co-operation with other Railway department officials.
- (vi) The contractor staff shall arrange materials, erection, testing and commissioning at site of all necessary materials i.e. necessary tools, testing equipment / spare parts, sub assemblies, consumables spares i.e. LED Light, Switch boards, switches, plugs, socket, Top pin, PVC Tape, Lights, DBs, MDBs, SDBs, cables, fuel, lubricating oil, contactors, relays etc. and other materials as per site requirements required for trouble free execution of the work.
- (vii) The contractor staff shall laying the cables, wiring, lighting arrangement etc. as per site requirements or on demand by Railway officials.
- (viii) The contractor staff shall provide earthing for all electrical assets.
- (ix) The contractor staff shall check all electrical assets operation and proper functioning before commencement of work every day.
- (x) The contractor staff shall attend all failure / complain immediately.
- (xi) During any unusual incident (Electrical failure, boulder falling, land sliding, derailment, track settlement etc.) occurring in SE / NE Ghat section, contractor's staff along with DG sets, Fittings etc. should reach the accident / breakdown spot by breakdown special or any other means of transport available at that time as per instruction of SSE(M)LNL / SSE(M)IGP.

Schedule Item no. 4 of Schedule - A & Schedule - B

Hiring charges of 2 kVA 230V single Phase DG set including fuel, oil, cable, DBs, socket boards, operator and maintenance.

(For NE ghat Section 2 nos DG set/day x 120 days and for SE ghat Section 2 nos DG set/day x 120 days)

The price shall cover the cost of hiring basis of supply, loading, transportation, unloading to the site, erection, testing and commissioning of 2 KVA, 50 Hz, 230 Volt, single phase DG sets complete with standard accessories and movable stand including fuel, oil, cable, MDBs/SDBs, DBs, 5/15A universal sockets, switches, boards, 5/15A plug tops, skilled operator and maintenance. The cable shall be 3 core 6 sq.mm PVC insulated multistrands copper conductor cable from DG set to MDB / SDB / DB /switch board. The DG sets with accessories & other equipments shall be in good & sound condition of reputed make and shall not be more than one year old. The DG set should have proper earthed by GI pipe earthing. The DG set shall be hired for the period of four month. **The contractor shall provide suitable rain protection for DG sets and accessories. All MDBs/SDBs, DBs, 5/15A universal sockets, switches, boards and plug tops shall be waterproof to ensure safe and reliable operation during adverse weather conditions.** After completion of the work, hired DG sets shall be dismantled and removed by the contractor, and all released materials shall be taken back by the contractor without any extra payment.

Schedule Item no. 5 of Schedule - A & Schedule - B

Hiring charges of 1 kVA / 650 VA, 230V single Phase DG set including fuel, oil, cable, DB, operator and maintenance.

(For NE ghat Section 2 nos DG set/day x 120 days and for SE ghat Section 2 nos DG set/day x 120 days)

The price shall cover the cost of hiring basis of supply, loading, transportation, unloading to the site, erection, testing and commissioning of 1 KVA, 50 Hz, 230 Volt, single phase DG sets complete with standard accessories and movable stand including fuel, oil, cable, MDBs/SDBs, DBs, 5/15A universal sockets, switches, boards, 5/15A plug tops, skilled operator and maintenance. The cable shall be 3 core 4 sq.mm PVC insulated multistrands copper conductor cable from DG set to MDB / SDB / DB /switch board. The DG sets with accessories & other equipments shall be in good & sound condition of reputed make and shall not be more than one year old. The DG set should have proper earthed by GI pipe earthing. The DG set shall be hired for the period of four month. **The contractor shall provide suitable rain protection for DG sets and accessories. All MDBs/SDBs, DBs, 5/15A universal sockets, switches, boards and plug tops shall be waterproof to ensure safe and reliable operation during adverse weather conditions.** After completion of the work, hired DG sets shall be dismantled and removed by the contractor, and all released materials shall be taken back by the contractor without any extra payment.

Schedule Item no. 6 of Schedule - A & Schedule – B

Erection of 100-120 W LED light fittings complete with fixing and connection arrangement with 3 core 4 sq.mm CU/AL conductor cable /wire considering all the safety measures, as per site condition and requirement. (For NE ghat Section Qty – 60 nos. and for SE ghat Section Qty – 120 nos.)

The price shall cover cost of loading from SSE (M) LNL / SSE (M) IGP depot, transportation and unloading to site, erection, testing and commissioning of 100-120 Watt LED flood light fitting with driver and MS powder coated mounting bracket complete with all other accessories and fixing arrangements i.e. 2 inch dia B class GI pipe stand upto 3 meter long with suitable foundation, GI bracket / clamp, stainless steel nut bolts etc. or as per site requirements. **100 - 120 W LED light fittings shall be supplied by Railways.** The light fittings should have proper earth. The cost shall also cover the wiring from DG set / MDB / SDB / switch boards to luminaries by 3 core 2.5/4.0 sq.mm flexible PVC insulated multistrands copper conductor cable. **The LED light fitting shall be erected in SE / NE Ghat section near vulnerable cutting or as per decided by Railway representative.**

After completion of work, the contractors men should remove all 100-120 Watt LED light fitting and fixtures with contractors tools and tackles, etc. and shall handover to SSE (M) LNL / SSE (M) IGP depot by recording it in register. The materials shall be transported with contractor's men and vehicle. While handing over the LED light fittings shall be in working condition not in damaged condition. In case there is a decrease in qty, the same make & rating LED fittings to be supplied by the contractor or the cost of light fittings shall be recovered accordingly.

Schedule Item no. 7 of Schedule - A & Schedule – B

Laying of 3 core 4 sq.mm copper wire with all fixing / saddling and securing arrangements with all safety measures, as per site condition and requirement. (Cable shall be supplied by Railways) (For NE ghat Section Qty – 2000 meter and for SE ghat Section Qty – 5000 meter)

The price shall cover cost of loading from SSE (M) LNL / SSE (M) IGP depot, transportation and unloading to site, laying, testing and commissioning of 3 core 4 sq.mm PVC insulated cables with suitable size of PVC conduit and fixing arrangement such as lugs, clamps, saddles etc. for laying and raising of the cable and securing arrangements with all safety measure as per site requirement. Cable shall be supplied by Railways. Cable shall be laid underground in cable trench, under and across Railway track, along wall / RCC structures etc. as per site requirement. The cable shall be laying in SE / NE Ghat section as per instruction of by Railway representative. Cable identification tags shall be provided through out the length.

After completion of work, the contractors men should remove full length of 3 core 4 sq.mm copper wire cable with contractors tools and tackles, etc. and shall handover to SSE (M) LNL / SSE (M) IGP depot by recording it in register. The materials shall be transported with contractor's men and vehicle. While handing over the Full length of cable shall be in working condition not in damaged condition. In case there is a decrease in qty, the same make & rating Cables to be supplied by the contractor or the cost of wires shall be deducted accordingly.

Schedule Item no. 8 of Schedule - A & Schedule – B

Supply, erection, testing & commissioning of 100-120 W LED Flood light fittings complete with fixing and connection arrangement with 3 core 4 sq.mm CU/AL conductor cable /wire considering all the safety measures, as per site condition and requirement.

(For NE ghat Section Qty – 40 Nos. and for SE ghat Section Qty – 120 Nos.)

The price shall cover cost of supply, loading, transportation and unloading to site, erection, testing and commissioning of 100-120 Watt LED flood light fitting with high lumen LED, secondary lens optics, IP-66, IK08, efficacy 140 lm/W including suitable constant current driver with built in surge, open/short circuit protection and connection arrangement with 3 core 4 sq.mm CU/AL conductor cable with suitable size of flexible PVC conduit and fixing arrangement with clamps, brackets, nut-bolts etc. as per site requirements. The housing shall be made of powder coated pressure die cast aluminium with heat resistant protective toughened glass cover complete with all accessories with gasket, bracket, GI bracket/clamp, stainless steel screw, washer, nut bolts etc. as per site condition. Outdoor luminaire shall have name of the manufacturer embossed on the luminaire. The LED fittings should be similar or substantially equivalent to model no. PRAZE F 168L WH NB-A5 TG SD 120 W of M/s Bajaj make or

BVP282 LED 120 of M/s Philips make. The technical parameter will be generally conforming to specification enclosed and submit test certificates/reports as per this technical specification. Luminaire to be got approved by Sr. DEE (G) CSMT before supply.

After completion of work, the contractors men should remove all 100-120 Watt LED light and fixtures with contractors tools and tackles, etc. and shall handover to SSE (M) LNL / SSE (M) IGP depot by recording it in register. The materials shall be transported with contractor's men and vehicle. While handing over the LED light fittings shall be in working condition not in damaged condition. In case there is a decrease in qty, the same make & rating LED fittings to be supplied by the contractor or the cost of light fittings shall be recovered accordingly.

Schedule Item no. 9 of Schedule - A & Item no. 11 of Schedule – B

Supply, laying, running fixing of 3 core 4 sq.mm copper wire with all fixing / saddling and securing arrangements with all safety measures, as per site condition and requirement.

(For NE ghat Section Qty – 1500 meter and for SE ghat Section Qty – 2000 meter)

The price shall cover cost of supply, loading, transportation and unloading to site, laying, testing and commissioning of 3 core 4 sq.mm un-armored copper conductor LT cable, 1.1 KV grade, PVC insulated and sheathed, conforming to IS 1554 (Part-1) / IS 694 (latest) or equivalent IEC standards. The conductor shall be multi-stranded and shall conform to IS 8130 / IEC 60228. The contractor shall submit valid Type Test Reports for the offered cable along with Acceptance and Routine Test Certificates as per relevant latest IS/IEC standards.

The scope shall include all necessary accessories such as saddles, clamps, clips, lugs, glands, and other fittings required for proper laying, termination, and securing of the cable, complete in all respects as per site requirements. The cable shall be laid along walls, ceilings, cable trays, conduits, or other structures as per site conditions, ensuring neat routing, proper mechanical protection, and compliance with safety requirements. All cables shall be properly supported, secured, and identified with suitable tags where required. Cables with any visible defects, damage, or insulation deterioration shall not be accepted for installation. The contractor shall ensure proper termination using suitable lugs and shall maintain proper insulation and continuity throughout. The work shall be carried out in accordance with relevant IS/IEC standards and Railway requirements. The cable shall be laid in SE/NE Ghat sections as per the instructions of the Railway representative.

After completion of work, the contractor's men should remove full length of cable & fixtures with contractor's tools and tackles, etc. and shall handover to SSE (M) LNL/IGP depot by recording it in register. The materials shall be transported with contractor's men and vehicle. While handing over the Full length of cable shall be in working condition. In case there is a decrease in qty, the same make & rating Cables to be supplied by the contractor or the cost of wires shall be deducted as per the LOA cost.

Schedule Item no. 10 of Schedule - A & Item no. 12 of Schedule – B

Supply, laying, running fixing of 3 core 2.5 sq.mm copper wire with all fixing / saddling and securing arrangements with all safety measures, as per site condition and requirement.

(For NE ghat Section Qty – 3500 meter and for SE ghat Section Qty – 2000 meter)

The price shall cover cost of supply, loading, transportation and unloading to site, laying, testing and commissioning of 3 core 2.5 sq.mm un-armored copper conductor LT cable, 1.1 KV grade, PVC insulated and sheathed, conforming to IS 1554 (Part-1) / IS 694 (latest) or equivalent IEC standards. The conductor shall be multi-stranded and shall conform to IS 8130 / IEC 60228. The contractor shall submit valid Type Test Reports for the offered cable along with Acceptance and Routine Test Certificates as per relevant latest IS/IEC standards.

The scope shall include all necessary accessories such as saddles, clamps, clips, lugs, glands, and other fittings required for proper laying, termination, and securing of the cable, complete in all respects as per site requirements. The cable shall be laid along walls, ceilings, cable trays, conduits, or other structures as per site conditions, ensuring neat routing, proper mechanical protection, and compliance with safety requirements. All cables shall be properly supported, secured, and identified with suitable tags where required. Cables with any visible defects, damage, or insulation deterioration shall not be accepted for installation. The contractor shall ensure proper termination using suitable lugs and shall maintain proper insulation and continuity throughout. The work shall be carried out in accordance with relevant IS/IEC

standards and Railway requirements. The cable shall be laid in SE/NE Ghat sections as per the instructions of the Railway representative.

After completion of work, the contractor's men should remove full length of cable & fixtures with contractor's tools and tackles, etc. and shall handover to SSE (M) LNL/IGP depot by recording it in register. The materials shall be transported with contractor's men and vehicle. While handing over the Full length of cable shall be in working condition. In case there is a decrease in qty, the same make & rating Cables to be supplied by the contractor or the cost of wires shall be deducted as per the LOA cost.

Schedule Item no. 11 of Schedule - A & Item no. 13 of Schedule – B

Supply, laying, running fixing of 4 core 16 sq.mm of XLPE insulated, PVC sheathed, 1.1 KV grade as per site Condition.

(For NE ghat Section Qty – 970 meter and for SE ghat Section Qty – 350 meter)

The price shall cover cost of supply, loading, transportation and multiple unloading to site, laying, testing and commissioning of 4 core 16 sq.mm LT cable 1.1 KV grade, XLPE insulated, inner & outer PVC sheathed, multi-stranded Aluminium conductor armoured cables of above sizes **conforming to IS 7098 Part-1 and specification attached**. Price shall also include supply and erection of lugs, clamps, saddles made of aluminum strips of size 25 x 4 mm etc. for laying and raising of the cable as per site requirements. The termination of mains cable shall be carried out with suitable size glands and lugs wherever required. The no. of saddles to be fixed shall be two in one-meter length of cable. The Armour of the cable shall be properly connected to earth with brass glands for proper earthing. Cable shall be laid underground in cable trench, under and across Railway track, along wall / RCC structures etc. as per site requirement. Where ever cables are running parallel both cables shall be laid in the same trench only through separate trunking in such a way that the cable shall not cross each other throughout the length of the trench. Cable identification tags shall be provided throughout the length at every 25 meter interval. Cables with kinks, straightened kinks, defective armouring, or any visible damage/defects shall not be supplied or laid. The contractor shall submit valid Type Test Reports from NABL/Govt. accredited lab for the offered cable along with Acceptance and Routine Test Certificates as per relevant IS/IEC viz. IS:7098 Part-1, IS:10810, IEC 60332-1, IEC 60228 with latest amendments. The type test report carried out during last five year shall be valid.

Schedule Item no. 12 of Schedule - A & Item no. 14 of Schedule – B

Excavation of cable trench in soil & filling the trench with sand, pebbles etc. after laying of the cable complete with RCC warning cover & cable markers, sand etc. as per railways requirement.

(For NE ghat Section Qty – 970 meter and for SE ghat Section Qty – 300 meter)

The price shall include excavation of cable trench of size 900 mm deep x 500 mm wide in normal soil under rail / road. The price shall also include back filling of trench after laying of cable. While crossing rail, care should be taken that track alignment is not disturbed. Rate of cable trench per meter shall be considered pro rata basis where depth of cable trench is more than standard depth of 900 mm. where it cannot be dug exactly due to site condition. While excavation, care shall be taken not to damage any cable or any other Railway structure.

Schedule Item no. 13 of Schedule - A & Item no. 15 of Schedule – B

Supply and laying of RCC warning cover as per approved drawing.

(For NE ghat Section Qty – 1900 nos. and for SE ghat Section Qty – 600 nos.)

The price shall cover cost of supply, loading, transportation, and unloading of materials at site, including laying of precast RCC warning covers of approved size, including all labour, material, tools, plants, handling complete in all respects as per site condition.

Schedule Item no. 9 of Schedule – B (Qty – 50 nos.)

Supply, erection, testing & commissioning of 100-120 W LED street light fittings complete with fixing and connection arrangement with 3 core 4 sq.mm CU / AL conductor cable /wire considering all the safety measures, as per site condition and requirement

The price shall cover cost of supply, loading, transportation and unloading to site, erection, testing and commissioning of 100-120 Watt LED outdoor street light fitting, with secondary lens optics, IP-66, IK07, min. efficacy 120 lm/W including suitable driver with built in surge, open/short circuit protection and connection arrangement with 3 core 4 sq.mm CU/AL conductor cable with suitable size of flexible PVC conduit and fixing arrangement with clamps, brackets, nut-bolts etc. as per site requirements. The housing shall be made of powder coated pressure die cast aluminium with protective toughened glass cover complete with all accessories with bracket, gasket, GI bracket, GI clamp made of 25 mm x 5 mm patti, down rod, nut-bolts etc. as per site condition. Outdoor luminaire shall have name of the manufacturer embossed on the luminaire. The LED fittings should be similar or substantially equivalent to model no. ZELA P132L WH 110W of M/s Bajaj make. The technical parameter will be generally conforming to specification enclosed and submit test certificates/reports as per this technical specification. Luminaire to be got approved by Sr. DEE (G) CSMT before supply.

After completion of work, the contractors men should remove all 100-120 Watt LED light fitting & fixtures with contractors tools and tackles, etc. and shall handover to SSE (M) LNL / SSE (M) IGP depot by recording it in register. The materials shall be transported with contractor's men and vehicle. While handing over the LED light fittings shall be in working condition not in damaged condition. In case there is a decrease in qty, the same make & rating LED fittings to be supplied by the contractor or the cost of light fittings shall be recovered accordingly.

Schedule Item no. 10 of Schedule – B (Qty – 20 nos.)

Wiring of the concealed 5A/ 5-Pin Universal plug point (4 plug & 4 switch on separate board) with all accessories. The switches shall be of modular type.

The price shall cover the cost of supply, loading, transportation and unloading to site, erection, testing and commissioning of material, fixing of concealed wiring for 5 amps universal socket outlet, switch (4 plug socket & 4 switch on separate board) as per specification complete with sub-mains of 4 sq.mm, PVC insulated 1.1 KV grade, Halogen free FRLS multistranded copper conductor wires along with 2.5 sq.mm green colour copper earth wire in 25/32 mm dia. at least 2 mm thick heavy duty PVC conduit pipes as per standard practice. Earth wire must be connected with 3rd/earth terminal. The switches, plugs, sockets, board shall be of modular type. The terminal of switch, socket shall be made of Brass. The wiring shall be as per IS 732:2019 and wire shall be 1.1 KV grade conform to IS:694 2010 with latest amendments and specification attached. The switches, sockets, board, PVC conduit pipe, wiring accessories, etc. shall be ISI marked and conform to relevant IS/BIS viz. IS:3854, IS:1293, IS:14927 IS: 9537 (Part III), IS: 3419, IS 1258, IS 371 with latest amendments. The work shall also include wall cutting for concealed wiring, after providing concealed wiring the surface of wall/ceiling shall be made as earlier by providing cement plaster etc. If a wall is being constructed and RCC slab is being poured for the roof, the contractor shall lay the conduit pipe at the same time for concealed wiring.

Schedule Item no. 16 of Schedule – B (Qty – 300 meter)

Supply and laying of HDPE pipe of size 4/6" dia

The price shall cover the cost of supply, loading, transportation, unloading to the site and laying of double walled corrugated HDPE pipe of nominal size 4/6 inch dia. conforming to IS:14930 (Part-II) with latest amendments complete with integrated coupler/socket and jointed with snap-fit couplers and EPDM rubber sealing rings conforming to IS 5382 or latest. The pipe shall be double walled, corrugated externally and smooth internally, manufactured from high density polyethylene material conforming to IS 7328 or latest. The HDPE pipe shall be laying in excavated CC/soil trench or fixed on catwalk with suitable GI clamps/saddles of suitable size, GI not-bolts, washers, etc, ensuring firm support and alignment. Cable entries shall be sealed with elastomeric sealant or fire-retardant compound after cable insertion to prevent ingress of water, dust or vermin. The work shall be carried out in all respects with proper jointing, fixing, accessories and site restoration as directed by the Engineer-in-Charge. Each pipe shall bear permanent marking at one-meter intervals indicating the manufacturer's name, IS:14930 (Part-II), nominal size, batch number and year of manufacture. The contractor shall submit manufacturer's test certificate as per IS:14930 or latest.

Schedule Item no. 17 of Schedule – B (Qty – 6 nos.)**Supply and laying of RCC pipe of size 6" dia 2 meter long.**

The price shall cover cost of supply, loading, transportation and unloading of material at site, erection testing and commissioning of RCC pipe 6" dia & laying of same in excavated trench. The RCC pipe shall be as per IS 458 of 2003 with latest amendments. The length of pipe shall be 2 meter each for track / road crossing etc. The pipe should be laid underground with proper collar etc. required for jointing of pipe as per site condition.

Schedule Item no. 18 of Schedule – B (Qty – 20 nos.)**Supply, erection, testing and commissioning of Lighting Circuit Board, Double Door Powder coated with locking arrangement consisting 32 A DP RCBO as I/C and 6 Nos x 6 ASP MCB and 2 Nos x 20A O/G SP MCB Complete.**

The price shall cover the cost of supply, loading, transportation, unloading at site, erection, testing and commissioning of Lighting circuit DB, double door type, fabricated out of CRCA sheet duly powder coated with corrosion-resistant finish, complete with earthing terminals, suitable copper busbars supports of high insulating material, neutral link and earth bar, cable alleys and labeling for incomer and outgoing as per site requirements. The DB shall be 32-40 A DP RCBO as incomer and 2 nos. 20A SP MCB, 6 nos. 6-10A SP MCBs as outgoing with uniform load distribution and circuit identification. The board shall be provided with hinged double doors with lock and key arrangement, gasket, cable gland & proper shrouding of live parts. The DB shall be suitable for wall mounting / floor mounted CC foundation with suitable MS stand, anchor fasteners complete with bottom/top cable entry with glands as per site requirements. All internal wiring shall be carried out using FRLSH copper wires with proper ferruling, lugs and dressing, ensuring neat and safe termination. The panel shall be properly earthed and tested for insulation resistance, continuity and functional operation before commissioning, complete in all respects.

RCBO: The RCBO shall conform to IS 12640-2 / IEC 61009-1, having breaking capacity of 10 kA and sensitivity shall be 30/100/300mA (as per Railway requirement) and minimum electrical life of 10,000 operations. RCBO shall be non-line-load biased and provide separate visual indication for short-circuit and earth-leakage faults. The device shall trip on leakage currents of AC waveform with pulsating DC, including transients and harmonics and rated for pollution degree 3, impulse withstand voltage of 6 kV and IP20 protection. It shall operate in an ambient temperature of -5 °C to +60 °C, incorporate safety shutter to prevent wrong cable insertion and have a test button to simulate a fault. Terminals shall be bi-connect type for busbar and cable with capacity up to 35 sq.mm (rigid) or 25 sq.mm (flexible) for ratings up to 63 A. The RCBO shall include provision for padlocking, be suitable for mounting auxiliary contacts, trip alarm contact, under/over voltage release, shunt release and DIN-clip mounting on both sides for easy removal. The contractor shall submit valid Test Certificates as per IS 12640-2 / IEC 61009-1, issued by the Original Equipment Manufacturer (OEM) of the RCBO.

MCB: MCB shall be housed in high-grade insulating material with high dielectric strength, arc resistance, flame retardancy and temperature resistance and suitable for isolation and compatible with accessories like auxiliary contact, shunt release and trip alarm. MCB shall have minimum breaking capacity of 10 kA, impulse withstand voltage of 4 kV and common internal integrated tripping mechanism ensuring simultaneous disconnection of all poles in case of fault in any phase or neutral. The contractor shall submit valid Test Certificates as per IEC 60898-1, issued by the Original Equipment Manufacturer (OEM) of the MCB.

After completion of work, the contractors men should remove all Lighting Circuit Board (DBs) & fixtures with contractors tools and tackles, etc. and shall handover to SSE (M) LNL / SSE (M) IGP depot by recording it in register. The materials shall be transported with contractor's men and vehicle. While handing over the LED light fittings shall be in working condition not in damaged condition. In case there is a decrease in qty, the same make & rating LED fittings to be supplied by the contractor or the cost of light fittings shall be recovered accordingly.

Schedule Item no. 19 of Schedule – B (Qty – 15 nos.)

Supply & erection of earthing G.I. pipe with cement concrete earth chamber, charcoal, salt, etc.

The price shall cover cost of supply of materials, erection, testing and commissioning of material, excavation of pit and preparation of pipe earthing conforming to I.E. rules, 1956 and shall conform to IS:3043 (latest revision) as amended from time to time and as detailed below:

1. The pipe earthing shall be made out by excavation of pit and providing a single piece of hot-dip galvanized (zinc coating min. 70 microns) GI Pipe, 'B' class, 3 meter long 50mm dia. of thickness 3.2mm conform to IS:1239 (Part-1). The pipe shall be placed vertically in the ground, with holes drilled along its length to facilitate effective dispersion of earth moisture.
2. Homogenous layer of coke, charcoal, salt & sand mixture shall be provided 150 mm around the pipe along the length. The pit shall be backfilled with good quality soil, free from stones/debris and watered adequately.
3. Earthing Chamber: A concrete box of 300x300x300 mm (inside dimensions) and 50 mm thickness of wall, with smooth cement plaster finish shall be provided on the top of the pit. The masonry work shall be white washed inside and outside. A black painted RCC cover, min. 50 mm thick with two pulling hooks of sufficient strength shall be provided to cover the earth pit. The pulling hooks shall be flush with the concrete lid and shall not project out. PVC sleeve shall be provided in concrete wall to take out earthing connections. On backside of the cover, date of the testing and resistance value shall be written with yellow paint on black background. Proper watering arrangement shall be provided to maintain low earth resistance. The chamber shall be painted black externally, with the earth resistance value marked in white paint.
4. The earth connections leading to the ground shall be provided with G.I. pipe & G.I. wire of 6 SWG. G.I. flat of 50x6mm shall be used to provide clamp & facilitated for earth connection to other installations. G.I. strip of size 50mm x 3mm to be used for clamping the earth electrode pipe using galvanised nut bolts of 10mm size as per IS. All joint shall be mechanically strong, properly tightened and electrically continuous.
5. Care shall be taken regarding level of the floor surrounding the earth so that the connector is not too deep in the masonry or projecting out of it.
6. Earth resistance shall be measured after installation using the fall-of-potential method in accordance with IS:3043 (latest) and shall comply with IS/RDSO/IE rule earthing norms. Testing shall be carried out in the presence of the Railway representative, and the results shall be duly recorded. The date of testing and earth resistance value shall be clearly marked on the inspection chamber cover, and all earth pits shall be properly numbered for identification.
7. The Contractor shall made surrounding portion of earth pit same as previous. All debris, broken masonry, packing materials, etc. to be removed from site and site to be cleaned as per instruction of Railway Engineer.

General Conditions-

1. The DG set and manpower shall be hired for the period of four month (120 days).
2. The contractor shall install LED fittings, cables, etc. within fifteen (15) days from issue of Letter of Acceptance (LOA) or as per Railway requirements.
3. The supply of all materials and necessary tools, testing equipment / spare parts, sub assemblies, consumables spares etc. shall be arranged by the contractor. The contractor shall keep sufficient stock of all the necessary tools, testing equipment / spare parts, sub assemblies, consumables spares i.e. , nails, screws, fuse wires, insulating tape, Switch boards, switches, plugs, socket, Tops, Lights, DBs, MDBs, SDBs, cables, fuel, lubricating oil, contactors, relays etc. and other materials as per site requirements required for trouble free execution of the work. Surprise check shall be done by Railway representative to ascertain the factual position of above. All MDBs/SDBs, DBs, 5/15A universal sockets, switches, boards, and plug tops shall be waterproof to ensure safe and reliable operation during adverse weather conditions.
4. The contractor's staff shall attend / replace / repair all defective electrical assets i.e. LED fittings, DG sets, cables, wires, Switch boards, switches, plugs, socket, Top pin, Lights, DBs,

MDBs, SDBs, fuel, lubricating oil, contactors, relays, tools, testing equipment etc. immediately and made serviceable within one day after reporting of failure, otherwise a penalty of Rs.100/- per hour per case will be charged.

5. **The firm will ensure trouble free services of DG sets, LED light fittings during the period of contract. For hassle free working, the contractor will keep one spare DG set of each capacity with fuel / lubricants and sufficient stock of spares.**
6. In order to safeguard all hiring and supplied electrical assets (including Railway supplied materials / assets) necessary anti theft arrangements should be provided by contractor. During the contract period, theft/loss of any electrical assets in part or full contractor shall be held responsible and compensation will be recovered accordingly. And the same shall be made available / serviceable immediately within one day, otherwise it will be treated as defective and penalty charges shall be applied as per the penalty clause.
7. The contractor shall deploy his skilled operator maintenance staff to watch the smooth working of DG set, light fittings and maintain a register or log book of working of DG set, light fittings and will take daily/weekly position and obtain the signature of SSE(M) LNL/SSE(M) IGP for satisfactory working of DG set and light fittings.
8. The shifting of DG set, LEDs etc. whenever required shall be done by contractor on Railway requirement without additional charges.
9. The contractor will have to carry out scheduled maintenance / breakdowns of all hired and supplied materials for trouble free services.
10. The supply of small petty items likes nails, screws, fuse wires, insulating tape etc. should be arranged by the contractor.
11. The contractor should bring his own tools, ladders, meggers, earth tester, multimeter etc. and other equipment required for the work.
12. **The contractor shall maintain sufficient stock of consumables, spares, and materials to minimize downtime of electrical equipments, etc.**
13. The contractor should also maintain a register showing the details of complaints, failures, maintenance etc. This should be signed by the contractor / supervisor daily. Discrepancies if any should be noted in the register. The bill may not be processed without verifying the register.
14. **After completion of work, the contractors men shall remove all LED light fitting, full length of wires/cables & un-armored cables, DB, etc. and Railway supplied all materials with contractors tools and tackles, etc. and shall handover to SSE (M) LNL / SSE (M) IGP depot, duly recorded in the register, without any extra payment. The materials shall be transported with contractor's men and vehicle. While handing over the LED light fittings, full length of cable & all other materials shall be in working condition. In case there is a decrease in qty, the same make & rating materials to be supplied by the contractor or the cost of cable shall be deducted as per the LOA cost.**
15. Any temporary bypass arrangement for continuity of supply if required shall also be done by the contractor under guidance of consignee.
16. The contractor's or his staff will ensure and comply with the Electrical & Fire Safety Measures of the DG set and other electrical assets.
17. **The contractor shall deploy sufficient skilled staff without violating labour laws, minimum wages, legal regulation and other statutory provisions. No Railway pass shall be issued.**
18. **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. Once tender awarded no complaint in this respect will be entertained by the office of Sr. DEE (G) CSTM and concern SSE.**

19. Any other activity / instruction given by Sr.DEE(G) or his authorised representative from time to time regarding execution of the work shall be obeyed.
20. The contractor's staff shall not carry any dangerous, inflammable or explosive materials, nor consume or possess alcoholic drinks or narcotic drugs within Railway premises; if any staff is found violating these rules, a penalty of Rs.10,000/- per person will be imposed and the concerned staff will be permanently barred from duty in addition to action under applicable National / State / Railway Laws.
21. Identify Card: All contractor staff shall carry identity cards issued by the contractor and countersigned by Railway authority with validity of 6 months or as advised by the Railway representative. No Railway pass shall be issued.
22. Uniform: Maintenance staff shall be in proper uniform with firm name marked and shall carry valid photo identity cards at all times.
23. The Contractor should supply the following safety items (Raincoat, Hard Hats, Safety Helmet, Medicated Mask, Safety glasses, Steel-toed shoes, ace shield, insulated Hand gloves, Flame retardant clothing, Torch light, Hearing Protection, Required Testing Equipments, Grounding kits etc.) adequately and ensure wearing of the safety items by workmen while carrying out the work without fail.
24. The contractor shall take due care during execution of the work to ensure that no incidents of injury occur to his labourers, commuters, passengers, or Railway staff. The contractor shall adopt all necessary safety precautions to safeguard manpower and prevent damage to Railway property during the contract period.
25. All claims arising out of accidents during contract period, whether involving Railway staff or contractor's personnel, shall be settled promptly by the contractor without any liability on the part of the Railway. No compensation shall be payable by the Railway for any injury, loss, or damage sustained during the work. It shall be the sole responsibility of the contractor to ensure the safety and welfare of the personnel deployed under this contract, and the work shall not be delayed at any stage for any reason. Adequate supervision shall be maintained and necessary precautions shall be taken to safeguard personnel against hazards such as ghat terrain, electrical shock, moving trains and live OHE lines.

CHAPTER-V

TECHNICAL SPECIFICATION

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DRAWING

SPECIFICATION OF LED LUMINAIRES

SN	Description	Specification
1.0	LEDs	
1.1	Make	Nichia, Osram, Seoul, Philips Lumileds, Cree and Lednium with LM 80 Certification.
1.2	Efficacy	> 100 Lumens/Watt (upto 45 Watt) @ 350mA drive current > 120 Lumens/Watt (above 45 Watt) @ 350mA drive current LEDs of higher power ratings, drive current greater than 350mA.
1.3	Type	High power LED, SMD (Surface Mounting Device)
1.4	Mounting	MCPCB / Ceramic PCB should be used for mounting of LEDs
1.5	Life Span	>50,000 hours (TM-21 extrapolation of the LED manufacturer shall be submitted in support of the lifespan) Depreciation- Maximum 30% after 50,000 burning hours
1.6	Color Temp. (CCT)	5700-6500 K (As per ANSI standard C78.377A) This shall be verified from the LED's datasheet.
1.7	View Angle	120° standard, (customizable optics for 30°, 60°, or asymmetric patterns as per requirement of Railway)
1.8	CRI	≥70 for outdoor light ≥80 for indoor light Manufacturer shall submit data sheet in support
1.9	LED Chip Test Reports	LM 80 / IS:16105 report with TM21 extrapolation in support of the L70 reported life in respect of the LED used in the offered luminaire. Photobiological Safety: Photobiological Safety norms as per IEC 62471/ EN 62471/ IS: 16108. Test certificate of accredited International/ National Laboratory shall be submitted.
2.0	Driver	
2.1	Driver component	Industrial Grade only
2.2	Driver type & Potting	Constant Current driver with Short Circuits protection Potted driver
2.3	Minimum Efficiency	Min. 85% (for driver power output rating ≤ 100W) Min. 90% (for driver power output rating > 100W)
2.4	Power factor	≥ 0.90
2.5	Input Voltage	140V – 277V AC with in-built high and low voltage cut-offs: 140V (Low) and 277V (High)
2.6	Surge Protection	≥ 4kV, The Surge Protection Device (SPD) should fail safe (i.e. without leading to fire hazard) and its failed status should be clearly visible through a flag / indication.
2.7	Protection	Over-voltage, Under-voltage, Over-temperature, Short Circuits protection, Open load protection.
2.8	THD	≤ 10%
2.9	Isolation	Isolated driver should be used to separate the input (AC mains) from the output (connected to LEDs).
2.10	PCB	PCB shall be FR4 grade min. thickness of 0.8-1.0 mm or more to be fixed with high thermal conductive paste.
2.11	Temp.	≤ 85°C
2.12	Driver Test Reports	The contractor shall submit test reports from NABL accredited lab for confirmation of above parameters of Driver and as mention below: (i) Driver Performance: IEC 62384 / IS 16104 or latest (ii) Driver Safety: IEC 61347-2-13 / IS 15885-2-13 or latest (iii) EMI/EMC Compliance: CISPR 15 / IEC 61547 or latest (iv) Surge Protection & THD compliance

3.0	Luminaries	
3.1	System Efficacy	Min. 80 lm/W (luminaire system wattage \leq 45) Min. 90 lm/W (luminaire system wattage $>$ 45)
3.2	Secondary lens / optics	The luminaire must have secondary lens/optics. The material of lens should preferably be PMMA (Poly Methyl Methacrylate)
3.3	Housing Material	<p>For Indoor fittings - Housing shall be made of Pressure die-cast aluminium / CRCA powder coated or anodized) / Extruded aluminium (LM6/ADC12/LM24)</p> <p>For Outdoor fittings - Housing shall be made of High Pressure Aluminium die-cast/ Extruded Aluminium (LM6/ADC12/LM24), corrosion resistant polyester powder coating. The housing should have two separate compartment (i) optical and (ii) control gear compartment. The housing shall be high conductivity with integral heat sink and heat proof silicon rubber gasket.</p>
3.4	Front Cover	Distortion free, clear, heat resistance Toughened glass or UV stabilized polycarbonate cover.
3.5	IP	For Indoor fitting IP-20 or more & Outdoor fitting IP65 or more
3.6	IK	\geq IK05
3.7	Heat Sink	Heat sink designed to maintain junction temperature $< 85^{\circ}\text{C}$ Material: Aluminum with anodized finish
3.8	Luminaire Test Reports	<p>The contractor shall submit test reports for confirmation of above parameters of fittings and as mention below:</p> <p>(i) LM 79 report for System Efficacy, Safety, IP & IK protection etc. from NABL Accredited LAB (IS: 16106, IEC 60598-1, IEC 60598-2-3 / IS: 10322 or latest)</p> <p>(ii) BIS Certificates for Luminaires and Drivers separately.</p> <p>(iii) Test to ensure junction temperature (T_j) remains $< 85^{\circ}\text{C}$.</p> <p>(iv) Polar Curve, Beam Distribution</p> <p>(v) Certification for die-cast aluminum (LM6/ADC12/L24) as per IS 1030 or latest and UV stability.</p>
3.9	Mounting	<p>Suspension or recess/surface mounting for indoor fittings</p> <p>Suitable for pole / universal with dedicated mounting kit/bracket mounting of adjustable type for outdoor fittings</p>
3.10	Manufacturer's Name	<p>Manufacturer's name / Brand name / Logo & Major technical details shall be available on each fitting.</p> <p>Each fitting shall have a distinct marking so as to facilitate the traceability till the end of life (Stickering is not acceptable).</p> <p>Outdoor luminaire shall have name of the manufacturer embossed on the luminaire.</p>
4.0	Warranty	<p>The supplier shall warranty satisfactory performance and manufacturing defects of LED light fittings for a period of 60 month from the date of commissioning or 72 months from the date of supply whichever is earlier.</p> <p>Firm shall submit warranty (for free replacement) certificate along with supply.</p>

Note:

- (1) All the test reports/certificates should cover / rating of the offered luminaries.
- (2) LED fittings such as decorative wall fittings, Heritage fittings, reading light / night light / foot light / spot light fittings, bulbs/ lamps, garden / Par lights / wall washer / customized fittings etc. will not require compliance of these specifications and warrantee period of such fittings shall be two year only, unless otherwise specified. Confirmation of parameters like type of LED Luminaire / LED lamp make, design, wattage, Efficacy (Lumen / Watt) etc. by the consignee.
- (3) **If any specific requirement is mentioned in the explanatory note then the same shall supersede the above and in such a case the detail in the explanatory note shall be followed.**

Specification of Armoured XLPE Aluminum/Copper LT Cable

1. The LT cable should be 2/3/4-core, XLPE insulated, aluminium/copper conductor, armoured and suitable for over/ underground installation. It shall conform to IS: 7098 (Part-1), IS 8130, IS 5831, IEC 60228, IEC 60332-1, IS 3975, IS 10810, IEC 60754-1/2 with latest revision and amendments.
2. Cable shall be halogen-free, low smoke, flame retardant, fulfilling IEC 60332-1, IEC 60754-1/2 and IEC 61034-1/2 requirements.
3. **(i) Aluminium Conductor:** 1100 V, Type: A2XFY. The aluminium conductor shall be of H2/H4 grade as per IS 8130:2013, Class 2 (stranded shaped).
(ii) Copper Conductor: 1100 V, Type: 2XFY. The copper conductor shall be of H2/H4 grade, high-conductivity annealed copper as per IS 8130:2013, Class 2 (stranded shaped).
4. Continuous operating temperature: 90°C
5. Short-circuit temperature: 250°C for 1 second
6. Fire Retardant: Category C2 as per IS 10810 Part 53
7. Insulation: XLPE as per IS 7098 (Part 1) with nominal insulation thickness of 0.7 - 2.2 mm (depending on conductor size)
8. Core Identification: Cores shall be colour coded as Red, Yellow, Blue, and Black.
9. Volume Resistivity: $\geq 1 \times 10^{14} \Omega \cdot \text{cm}$ at 27°C and $\geq 1 \times 10^{12} \Omega \cdot \text{cm}$ at 90°C as per IS.
10. Minimum tensile strength of XLPE insulation: 12.5 N/mm²
11. Inner sheath shall be of extruded PVC ST2 (black in color), conforming to IS 5831, with minimum thickness as per IS 7098 (Part 1), based on overall diameter of the cable. Armouring shall be provided with galvanized steel strip (GI) as per IS 3975. Typical strip dimensions are 4×0.8 mm ($\pm 10\%$ tolerance), depending on the cable size and mechanical strength requirement.
12. Outer sheath shall be of PVC Type ST2 compound as per IS 5831. The minimum thickness shall be as per IS 7098 (Part 1), based on the overall diameter of the cable. The sheath shall have the following properties:
 - (i) Tensile strength: $\geq 12.5 \text{ N/mm}^2$
 - (ii) Elongation: $\geq 150\%$
 - (iii) Flame retardance: Burning shall cease within 60 sec after removal of flame, as per IS 10810 Part 53
13. The cable shall withstand an AC high voltage test of 3.0 kV for 5 minutes between conductor and armour without breakdown, as per IS 7098 (Part 1) and IS 10810 (Part 32/45). It shall also be capable of withstanding thermal and mechanical effects of short-circuit current for a duration of 1 second, as per the conductor size and temperature limits defined in IS 7098 (Part 1).
14. Normal current rating in Amps (air & ground) and short-circuit current rating (kA for 1 sec) shall be as per IS 3961 and IS 7098 (Part 1) / IEC 60502-1 with latest amendments and shall be clearly declared in the type test reports.
15. The resistance of the conductor shall not exceed the maximum values specified at 20°C as per IS 8130:2013.
16. **The outer sheath shall be clearly durable marked with “Manufacturer’s name, size, type, voltage, IS:7098 (Part 1), year of manufacture, and running meter marking” as per IS norm.**
17. **The cables supplied by the contractor shall be manufactured by a BIS licensee holding a valid Certification Mark License (CM/L number) under the applicable IS standard. The ISI mark, along with the corresponding CM/L number, shall be clearly and legibly embossed on the outer sheath of the cable at regular intervals, in accordance with BIS guidelines.**

- 18. Tests:** The contractor shall submit valid Type Test Reports from NABL/Govt. accredited lab for the offered cable along with Acceptance and Routine Test Certificates as per relevant IS/IEC viz. IS:7098 Part-1, IS:10810, IEC 60332-1, IEC 60228 with latest amendments. The type test report carried out during last five year shall be valid.
19. All cables shall be provided with clear and durable tags at both ends and at important points, indicating the cable number and destination as per requirement. Tags shall be of good quality (embossed/engraved/printed with permanent lettering) and shall display the cable number, size, and destination clearly as per Railway requirement.
20. The successful tenderer should submit delivery challan / copy of original voucher of OEM / Authorized dealer.
- 21. Inspection–** Inspection shall be carried out at the manufacturer's premises in the presence of the Railway Representative, as per requirements and in accordance with the latest applicable IS/IEC standards.

Note: All IS/IEC mentioned above, shall be applicable with their latest amendments/revisions in force at the time of execution of the work.

TECHNICAL SPECIFICATION FOR WIRING

1 System of Interior wiring.

- 01 The wiring (unless otherwise specified) shall be carried out in single core, multi-stranded PVC insulated copper FRLSH wire conforming to IS-694/2010 with latest amendments and of the 1100 volts grade in rigid heavy-duty non-metallic flame retarding (PVC) casing/capping. The wiring shall be done on the distribution system with main and branch distribution boards at convenient centers and without isolated fuses. All conductors shall be run, as far as possible along the walls and ceiling, so as to be easily accessible to and capable of being thoroughly inspected. Runs as marked out will be inspected and cables shall not be fixed until the lay-out is approved by Railway representative whose decision is final and binding on the contractor. The internal wiring shall be conforming to code of practice for electrical wiring as per IS 732 2019 with latest amendment. OEM test certificate for the FRLSH wire should be submitted.
- 02 The cables shall be run on rigid heavy duty non-metallic fire retarding (PVC) casing/capping with corresponding accessories. The conduit shall conform to IS 2509 and accessories to IS3419 with latest amendments. The PVC casing/capping and accessories shall be ivory white with fire retardant as per clause of BS-4678 Part-IV-82 or latest.
- 03 In case where surface wiring with PVC conduit is specified the conduits shall be fixed to walls using spacer's etc. not more than 600 mm apart. Bends or diversions shall be done by employing normal bends, inspection bends, inspection boxes, elbows or similar fittings. Conduit joints shall be by means of plain or screwed couplers. For long run of straight conduit inspection type coupler shall be provided at intervals.
- 04 Wiring (including above false ceiling), the wires shall run in PVC conduit pipes supported on ceiling / wall with ceiling rose, flexible pipe & proper saddling and fixing arrangement. The wiring should not rest/take support of false ceiling and its support structure.

2 PVC Junction box.

- 01 All ceiling roses, lamp holder etc. shall be fixed on rigid PVC square junction box.
- 02 Switch board – All electrical switchboard shall be of high quality PVC fire retardant board of standard size or customized as per requirements.

3 Plugging walls or ceilings

- 01 Plugs for ordinary walls or ceiling shall be of PVC of appropriate size. They shall be cemented into the walls or ceilings to within line of the surface and remainder being finished according to the nature of surface used with plaster or lime putty. Where owing to irregular coursings or other reasons, the plugging of the wall or ceiling present difficulties, the casing shall be attached to the walls or ceiling in a manner as per Railway authorized representative.
- 02 Plugs for fixing square box for ceiling rose or single switch shall be sufficiently large to take two screws so as to prevent box from turning while in use.

4 Passing through floors and walls

- 01 This shall be done strictly in accordance with code of practice for wiring installation as per IS 732 2019 with latest amends.

5 White washing

- 01 Walls cut or defaced during wiring will have to be made good and adequately white washed, distempered/painted as the case may be.

6 Wires and cables.

- 01 All conductors shall be standard copper and in accordance relevant IS. The wiring shall conform to the IEE, wiring rules (Latest) and no conductors shall have a cross section of less than 2.5 sq.mm unless otherwise specified.
- 02 Each coil of wire and cables proposed to be used must be accompanied by the OEM test certificates stating that the 'Class' and giving the results of insulation tests.

7 Main and sub-distribution boards.

- 01 The fuses/switch board/ meter board must be the swing back type provided with suitable hinged unglazed cover permitting of inspection at back and having ample room behind the boards for the convenience and neat arrangement of the conductors and to take a small amount of slack necessary to enable cut out to be readily connected up. The board must be made of seasoned teak wood, impregnated with varnish and with a good finish and constructed with all joints dove tailed and provided with a back of the same materials.

- 02 Placement of fuses – Fuses shall not be placed in ceiling roses or in any position other than the distribution boards or the sub-distribution boards. No fuses shall be placed in the neutral conductor of a main, sub-main or sub-circuits.
- 03 Adequate space, clear of other fittings and to the satisfaction of consignee shall be provided on each main distribution board for the installation of KWH Meters. Adequate size conduit casing/capping leading to the main board will be provided for the incoming mains.
- 04 Similarly adequate space shall be provided on the switchboards controlling fan light, plug for the installation of fan regulators.
- 05 Bus bar contacts and other live metal parts shall be suitably protected as to render it impossible for anyone to make accidental contact with them while replacing fuses. A strip of teak wood easily removable shall be provided in front of the neutral bus bar so as to avoid contact with it while fuses are being attended to.

06 Main and sub-distribution boards – Earthing.

Continuous running earth shall be provided by the contractor as given below:-

The continuity of earth wire shall be maintained throughout without any joints. This shall be in conformity with IEE Rules No. 32 & ISS-3043 section 2 clauses 12 to 13.7 or latest.

1	Main earth pit/pole to main meter board or distribution board	8 SWG GI wire
2	Meter board/distribution board to main switch inside quarters.	12 SWG GI wire.
3	Main switch insides quarters to wall plug fan, fan regulators & any other metallic / accessories.	2.5 sq.mm PVC copper stranded Green colour wire.

- 07 The distribution boards shall be fixed at such a height as to be within easy reach of a person standing on the floor. The installation of main and distribution boards shall be as per IS-732 2019 or latest.
- 08 The cost of point wiring includes the cost of sub-main circuits unless otherwise specified, which shall not be less than 4 sq.mm and No sub-main circuit shall contain more than 10 (Ten) light/fan/5A, plug points. Wherever No. of points exceeds more than 10. The contractor shall draw separate sub-main circuit for each 10 points or part thereof.
- 09 The contractor shall observe all colour code in wiring viz. Red, Yellow, Blue for phases, Black for neutral and Green for earthing.
- 10 On completion of wiring of each quarter, contractor shall do routine tests as per latest IS. Free of cost and result of same shall be submitted along with bill duly certified by Railway's representative.

8 Joints.

- 01 All joints in conductors shall be made by mechanical connections in suitable joint boxes, jointing of aluminum conductors shall be in accordance with IS 732 2019 appended 'C' Clause C-6 or latest.

9 Switches.

All switches, controlling points must be placed on 'Phase' wires. All switches shall be of Modular / Piano type (as per site requirement) 5/10 Amps capacity unless otherwise specified and conforming to relevant IS specifications and shall be provided with quick make and break movement and shall have substantial plain Bakelite cover. The switches shall be mounted at height of 4'-6" from ground level unless otherwise approved. The switches shall generally comply with the relevant IS. The switches shall be marked 'F', 'L' and 'P'.

10 Plugs and sockets.

- 01 Plugs shall be of a front entry pattern with hand shield. The shrouds of sockets and the grips of plugs shall be moulded Bakelite and the bases of sockets shall be of vitreous porcelain or Bakelite. All sockets shall be complete with plugs of standard dimensions and shall be interchangeable. Each plug point shall be controlled by a switch on the supply side. The socket shall be universal design 5 Amp unless otherwise specified with separate controlling switch and of approved acceptable make only.

11 Lamp holders, shades etc.

- 01 PVC casing/capping pendants in open verandahs, and Bakelite lamp holders with necessary accessories shall be robust. Lamp holders for use of brackets and the like shall be in accordance with IS-1258 (or latest) and as per Clause 5.5 of I.S-732 / 2019 (or latest).

- 12 Mountings.
 01 All fittings such as switches, plugs etc mounted on board shall be adequate spaced with a uniform margin to the satisfaction of consignee and only brass fixing screws/Nut bolts of approved sizes shall be used. The mounting heights from the floor shall be a generally as follows: - Switches, distribution boards etc. 1.5 mtrs., Lights –2.5 mtrs.
- 13 Flexible wires and pendants.
 01 Unless otherwise specified and except in PVC pipe pendants, flexible wire with PVC insulated and PVC sheathed copper conductors bearing ISI mark with a minimum of size of 24/0.2 mm or the nearest equivalent shall be used.
- 14 Suitable service tapings in all quarters at positions decided by Railway authorized representative will be provided by the Railway.
- 15 Special clauses for the internal wiring.
 01 The work shall comprise supply of all necessary materials, installations, testing and putting into operational lights, plugs etc. as per schedule, 'A' which is subject to slight variations at the time of execution of the work.
 02 The system of wiring for lighting and fan point shall be PVC insulated cable on rigid PVC casing capping.
 03 The contractor shall on completion of the work but before the installation is taken over by the Railway, supply drawings as under.
 a) Wiring – diagram sub-mains mains with particulars of size of cables and wires used.
 b) Main and branch distribution boards.
- 16 Special Clauses for the internal wiring.
 01 Conformity with Indian Electricity Act, 2003. The installation shall be in conformity with the requirements of the Indian Electricity Act, 2003 as amended up to the date and IE Rules, framed, there under and also the relevant regulations of the electric supply authority concerned, and IS 732 2019 with latest amends.
- 17 Materials.
 01 All materials fittings, appliances, used in electrical installations shall conform to relevant IS.
- 18 Workmanship.
 01 Good workmanship is an essential requirement for compliance with the Rules in the code. The work shall be carried out under the direct supervision of a person holding a certificate of competency issued by the State Government for the type of work involved.
 a. Position of lamp, fans and fittings, branch wires and not be shown, but the fittings etc. connected to each circuit must be clearly indicated by numbers on the fuse carrier of distribution board.
 b. Any alternations in the position of fittings or modifications of the existing lay out of the schedule of suit local conditions as indicated by the Railway representative shall also be carried out while the work is in progress.
- 03 Metal casings.
 All metal casings of metallic coverings containing or protecting any electric supply line or apparatus shall be connected with earth by the contractor shall be jointed and connected across all junction boxes and other openings as to make a good mechanical and electrical connection throughout the whole length.

NOTE:

- (i) All wall plugs shall be of Universal pin type, the earth pin being connected to the continuous running earth.
- (ii) All fan regulators even if supplied by the Railways shall be connected to the continuous running earth conductor.
- (iii) Continuous running earth through 2.5 sq.mm copper PVC conductor PVC wire green colour from the main board to the various wall plugs, fan points, regulator etc.
- (iv) All existing fittings, fans, incandescent light fittings and other equipment shall be connected to ceiling rose/power point with 2 core twisted PVC insulated copper conductor of size not less than 0.75 sq.mm

CHAPTER-VI

SCHEDULE OF QUANTITY

AND

RATES

SCHEDULE OF QUANTITY AND RATES

Tender No: - BB.LG.W.LNL.2026.01-R

Name of work: - **“Hiring of manpower, DG set and LED light fittings in SE and NE ghat section for a period of four months during the monsoon period.”**

PROFORMA OF SCHEDULE OF PRICES

SN	BRIEF DESCRIPTION OF WORK	QTY	NOS. OF DAYS	UNIT	UNIT RATE		TOTAL
					SUPPLY	ERECTION	
A	Schedule -A: - NE Ghat section						
1	Hiring of two skilled manpower for lighting arrangements for two shifts (16/24 hrs and 00/08 hrs) (4 persons / day x 120 days)	4	120	mens/ day		1048.19	503131.20
2	Hiring of two unskilled manpower for lighting arrangement for two shifts (16/24 hrs and 00/08 hrs) (4 persons / day x 120 days)	4	120	mens/ day		981.16	470956.80
3	Hiring of one supervisor manpower for supervision of lighting arrangement for two shifts (16/24 hrs and 00/08 hrs) (2 persons / day x 120 days)	2	120	mens/ day		1217.94	292305.60
4	Hiring charges of 2 kVA 230V single Phase DG set including fuel, oil, cable, DBs, socket boards, operator and maintenance. (2 nos DG set per day x 120 days)	2	120	Each/ day		1110.77	266584.80
5	Hiring charges of 1 kVA / 650 VA, 230V single Phase DG set including fuel, oil, cable, DB, operator and maintenance. (2 nos. DG set per day x 120 days)	2	120	Each/ day		1096.70	263208.00
6	Erection of 100-120 W LED light fittings complete with fixing and connection arrangement with 3 core 4 sq.mm CU / AL conductor cable /wire considering all the safety measures, as per site condition and requirement	60		Nos	0.00	324.39	19463.40
7	Laying of 3 core 4 sq.mm copper wire with all fixing / saddling and securing arrangements with all safety measures, as per site condition and requirement. (Cable shall be supplied by Railways)	2000		mtr	0.00	7.76	15520.00
8	Supply, erection, testing & commissioning of 100-120 W LED Flood light fittings complete with fixing and connection arrangement with 3 core 4 sq.mm CU / AL conductor cable /wire considering all the safety measures, as per site condition and requirement	40		Nos	7706.93	770.69	339104.80

9	Supply, laying, running fixing of 3 core 4 sq.mm copper wire with all fixing / saddling and securing arrangements with all safety measures, as per site condition and requirement.	1500		mtr	175.45	17.55	289500.00
10	Supply, laying, running fixing of 3 core 2.5 sq.mm copper wire with all fixing / saddling and securing arrangements with all safety measures, as per site condition and requirement.	3500		mtr	128.18	12.82	493500.00
11	Supply, laying, running fixing of 16 sq.mm 4 core of XLPE insulated, PVC sheathed, 1.1 KV grade as per site Condition.	970		mtr	184.50	18.46	196871.20
12	Excavation of cable trench in soil & filling the trench with sand, pebbles etc. after laying of the cable complete with RCC warning cover & cable markers, sand etc. as per railways requirement	970		mtr	0.00	59.34	57559.80
13	Supply and laying of RCC warning cover as per approved drawing.	1900		nos	21.82	2.26	45752.00
	Total of Schedule -A (in Rs.)						32,53,457.60
B	Schedule -B: - SE Ghat section						
1	Hiring of two skilled manpower for lighting arrangements for two shifts (16/24 hrs and 00/08 hrs) (4 persons / day x 120 days)	4	120	mens / day		1048.19	503131.20
2	Hiring of two unskilled manpower for lighting arrangement for two shifts (16/24 hrs and 00/08 hrs) (4 persons / day x 120 days)	4	120	mens / day		981.16	470956.80
3	Hiring of one supervisor manpower for supervision of lighting arrangement for two shifts (16/24 hrs and 00/08 hrs) (2 persons / day x 120 days)	2	120	mens / day		1217.94	292305.60
4	Hiring charges of 2 kVA 230V single Phase DG set including fuel, oil, cable, DBs, socket boards, operator and maintenance. (2 nos DG set per day x 120 days)	2	120	Each / day		1110.77	266584.80
5	Hiring charges of 1 kVA / 650 VA, 230V single Phase DG set including fuel, oil, cable, DB, operator and maintenance. (2 nos. DG set per day x 120 days)	2	120	Each / day		1096.70	263208.00
6	Erection of 100-120 W LED light fittings complete with fixing and connection arrangement with 3 core 4 sq.mm CU / AL conductor cable /wire considering all the safety measures, as per site condition and requirement	120		Nos		324.39	38926.80

7	Laying of 3 core 4 sq.mm copper wire with all fixing / saddling and securing arrangements with all safety measures, as per site condition and requirement. (Cable shall be supplied by Railways)	5000		mtr		7.76	38800.00
8	Supply, erection, testing & commissioning of 100-120 W LED flood light fittings complete with fixing and connection arrangement with 3 core 4 sq.mm CU / AL conductor cable /wire considering all the safety measures, as per site condition and requirement	120		Nos	7706.93	770.69	1017314.40
9	Supply, erection, testing & commissioning of 100-120 W LED street light fittings complete with fixing and connection arrangement with 3 core 4 sq.mm CU / AL conductor cable /wire considering all the safety measures, as per site condition and requirement	50		Nos	9610.91	961.09	528600.00
10	Wiring of the concealed 5A/ 5-Pin Universal plug point (4 plug & 4 switch on separate board) with all accessories. The switches shall be of modular type.	20		nos	859.81	95.54	19107.00
11	Supply, laying, running fixing of 3 core 4 sq.mm copper wire with all fixing / saddling and securing arrangements with all safety measures, as per site condition and requirement.	2000		mtr	175.45	17.55	386000.00
12	Supply, laying, running fixing of 3 core 2.5 sq.mm copper wire with all fixing / saddling and securing arrangements with all safety measures, as per site condition and requirement.	2000		mtr	128.18	12.82	282000.00
13	Supply, laying, running fixing of 16 sq.mm 4 core of XLPE insulated, PVC sheathed, 1.1 KV grade as per site Condition.	350		mtr	184.50	18.46	71036.00
14	Excavation of cable trench in soil & filling the trench with sand, pebbles etc. after laying of the cable complete with RCC warning cover & cable markers, sand etc. as per railways requirement	300		mtr	0.00	59.34	17802.00
15	Supply and laying of RCC warning cover as per approved drawing.	600		nos	21.82	2.26	14448.00
16	Supply and laying of HDPE pipe of size 4/6" dia	300		mtrs	218.53	21.85	72114.00
17	Supply and laying of RCC pipe of size 6" dia 2 meter long.	6		nos	217.26	12.61	1379.22

18	Supply, erection, testing and commissioning of Lighting Circuit Board, Double Door Powder coated with locking arrangement consisting 32 A DP RCBO as I/C and 6 Nos x 6 ASP MCB and 2 Nos x 20A O/G SP MCB Complete	20		nos	4719.24	535.05	105085.80
19	Supply & erection of earthing G.I. pipe with cement concrete earth chamber, charcoal, salt, etc.	15		nos	1422.07	158.12	23702.85
	Total of Schedule B (in Rs.)						44,12,502.47
	Total of Schedule (A + B) (in Rs.) (All inclusive)						76,65,960.07

TOTAL in words: (Rupees Seventy Six Lakh Sixty Five Thousand Nine Hundred Sixty and Seven Paisa only)

Note: -

1. The above rates shall be firm, inclusive of all taxes, GST, duties, freight and other incidental charges.
2. All the bidders / tenders should ensure that they are GST compliant and their quoted tax structure/rates are as per GST Law.
3. Before quoting the rates the tenderer should read explanatory note. In case of any discrepancy between description of price schedule items and explanatory notes of each item, the details specified in explanatory notes shall be applicable.
4. Tenderer shall quote percentage above / at Par / below the Railway's estimated cost, as far as possible.
5. The quantities mentioned above are tentative, however these may change as per site conditions for improving aesthetic appearance.

CHAPTER - VII

FORMS FOR TENDER ETC

LIST OF WORKS COMPLETED IN **QUALIFYING PERIOD**

S N	Description of work	Organiza tion for whom executed	Approximate value of contract at the time of award.	Payment received in the qualifying period	Date of award	Date of scheduled completion of work	Date of actual start	Actual completion	Final value of contract

Signature of the Contractor

LIST OF WORKS ON HAND

SN	Description of work	Contract value	Approximate value of balanced work yet to be done	Date of award

Signature of the Contractor

DECLARATION FORMAT

As per GCC April 2022, Clause No 16 Employment/Partnership etc. of Retired Railway Employees

Clause	CONDITIONS	WRITE YES/NO WHICH IS APPLICABLE
16 (a)	(i) Should a tenderer be a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, OR	YES / NO 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.
	(ii) Should a tenderer being partnership firm / joint venture (JV) / registered society / registered trust etc. have as one of its partners/members a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, OR	
	(iii) Should a tenderer 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	
16 (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.	YES/NO If yes 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.
16 (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	YES/NO If yes 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.		

Date:

Signature

Place:

(Name of contractor/firm)

Annexure - V (A) of GCC April 2022

(THIS CERTIFICATE IS TO BE GIVEN BY ATTORNEY/AUTHORIZED SIGNATORY/EACH MEMBER OF PARTNERSHIP FIRM/JOINT VENTURE (JV) / HINDU UNDIVIDED FAMILY (HUF) / LIMITED LIABILITY PARTNERSHIP (LLP) ETC.)

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

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

SEAL AND SIGNATURE OF
THE CONSTITUENT FIRM/CONSTITUENT PARTNER

Place:

Dated:

Annexure VI A of GCC April 2022

(BID SECURITY)

Bank Guarantee Bond from any scheduled commercial bank of India
(On non-judicial stamp paper, which should be in the name of the Executing Bank).

Name of the Bank: -----

President of India,
 Acting through Senior Divisional Electrical Engineer,
 (General Service) Mumbai CSMT, Central Railway.

Beneficiary: **Senior Divisional Finance Manager, Mumbai CSMT, Central Railway**

Date:

Bank Guarantee Bond No.:

Date: -----

In consideration of the President of India acting through Senior Divisional Electrical Engineer, (General Service) Mumbai CSMT, Central Railway (hereinafter called "The Railway") having invited the bid for **"Hiring of manpower, DG set and LED light fittings in SE and NE ghat section for a period of four months during the monsoon period."** through Notice inviting tender (NIT) No. **BB.LG.W.LNL.2026.01-R**, we have been informed that..... *[Insert name of the Bidder]* (hereinafter called "the Bidder") intends to submit its bid (hereinafter called "the Bid"). WHEREAS, the Bidder is required to furnish Bid Security for the sum of **Rs. 1,53,300/-** in the form of Bank Guarantee, according to conditions of Bid.

AND

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

1. KNOW ALL MEN that by these present that I/We the undersigned *[Insert name(s) of authorized representatives of the Bank]*, being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay to the Railway full amount in the sum of **Rs. 1,53,300/-** as above stated.
2. The Bank undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway on the Bank shall be final, conclusive and binding, absolute and unequivocal on the Bank notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Bidder or Bank.
3. The Bank shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the Bidder and without the Railway being required to show grounds or give reasons for its demand of the amount so demanded.
4. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.
5. The Bank agrees that no change, addition, modifications to the terms of the Bid document or to any documents, which have been or may be made between the Railway and the Bidder, will in any way absolve the Bank from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification made by Railway at any time.

6. This guarantee will remain valid and effective from.....*[insert date of issue]* till*[insert date, which should be minimum 90 days beyond the expiry of validity of Bid]*. Any demand in respect of this Guarantee should reach the Bank within the validity period of Bid Security.
7. The Bank Guarantee is unconditional and irrevocable.
8. The expressions Bank and Railway herein before used shall include their respective successors and assigns.
9. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the Railway. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.
10. The Bank hereby confirms that it is on the SFMS (Structured Financial Messaging System) and shall invariably send the advice of this Bank Guarantee to the following bank details –

IFSC CODE	SBIN00RAIL
IFSC TYPE	BRANCH
BANK NAME	STATE BANK OF INDIA
BRANCH NAME	RAIL
CITY NAME	NAVI MUMBAI
ADDRESS	SECTOR-11, CBD BELAPUR, NAVI MUMBAI
DISTRICT	NAVI MUMBAI
STATE	MAHARASHTRA
BG ENABLED	YES

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

Date

.....

Place.....

Bank's Seal and authorized signature(s)

[Name in Block letters]

[Designation with Code No.]

[P/Attorney] No.

Witness:

1. Signature, Name & Address & Seal

2. Signature, Name& address & Seal

Bank's Seal

*[P/Attorney]*No.

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

Annexure VI B of GCC April 2022

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

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

NAME OF BIDDER/JV PARTNER:

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

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

SEAL AND SIGNATURE OF THE BIDDER

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

(Signature of Chartered Accountant)

Name of CA: _____

Registration No: _____

(Seal)

AGREEMENT *

AN AGREEMENT made this.....day ofTwo Thousand and..... between the President of India, acting in the premises through the General Manager or his successor.....Railway..... of the Ministry of Railways, Railway Board (hereinafter referred to as "The Purchaser") of the one part and Messrs.....(hereinafter referred to as "The Contractor") of the other part.

Whereas in response to a call for (Name of the work) in section of Mumbai division of Central Railway as per Tender papers at Annexure 'A' hereto the Contractor has submitted a Tender as per Annexure 'B' hereto and whereas the said Tender of the Contractor has been accepted as per copy of Letter of Acceptance No.....dated..... complete with enclosures annexed hereto as Annexure-C indicating the accepted rates and agreed deviations against the Tender No. annexed hereto as Annexure-A at a total contract value of Rs.....(Rupees.....Only).

Now this agreement witnessed that in consideration of the premises and the payment to be made by the Purchaser to the Contractor provided for herein below the Contractor shall supply all equipments and materials and execute and perform all works for which the said Tender of the Contractor has been accepted strictly according to the various provisions in Annexure 'A' and 'C' hereto and upon such supply, execution and performance to the satisfaction of the Purchaser, the purchaser shall pay to the Contractor at the several rates accepted as per the said Annexure 'C' and in terms of the provisions therein. Completion period of the said work is months from the date of issue of Letter of Acceptance.

In witness where of the parties have hereunto set and subscribed there respective hands and/or seals the day and year respectively mentioned against their respective signature.

(Signature of the Contractor)

Signed and delivered at by Shri.....for and on behalf of M/s.....the Contractor within-named in the presence of :-

Witnesses of Contractor :

1. Signature

Date

Name in Block Letters

Address

2. Signature

Date

Name in Block Letters

Address

(Signature of the purchaser)

behalf of the President of India by Shri....., General Manager or his
successor.....Railway.....Ministry of Railways (Railway Board) in the presence of:-

Witnesses:

1. Signature

Date

Name in Block Letters

Address

2. Signature

Date

Name in Block Letters

Address

.....

Annexure 'A': Tender Papers No.

Annexure 'B': Firm's Offer No.

Annexure 'C': Letter of Acceptance No. complete
with enclosures.



BANK GUARANTEE BOND FOR PERFORMANCE GUARANTEE

In consideration of the President of India (hereinafter called "the Government") having agreed to exempt _____ (hereinafter called "the said contractor(s)") from the demand, under the terms and conditions of an Agreement No. _____ dated _____ made between M/s. _____ and The Chief _____, Central Railway, Mumbai – 400 001 for _____ (name of work) (hereinafter called "the said Agreement") of performance guarantee for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of an irrevocable bank guarantee for Rs. _____ (Rupees _____ only) i.e. 5% of the contract value. We _____ (hereinafter referred to as "the Bank") (indicate name of the Bank) at the request of _____ (contractor(s)) do hereby undertake to pay to the Government an amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said contractor(s) of any of the terms or conditions in the said Agreement.

2. We _____ do hereby undertake.
(indicate the name of the Bank)

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

3. We under take to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by contractor(s) supplier(s) in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) /supplier(s) shall have no claim against us for making such payment.

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

5. We _____ further agree with the
(Indicate the name of the Bank)

the Government that the government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said Contractor(s) to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reasons of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the Government or any indulgence by the Government to the said Contractor(s) or any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s) supplier(s).

7. We _____lastly undertake not

(Indicate the name of Bank)

to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Dated the _____ day of _____ 200

For _____
(indicate the name of Bank)

STANDING INDEMNITY BOND FOR 'ON ACCOUNT' PAYMENTS**(On paper of requisite stamp value)**

We, M/s..... hereby undertake that we hold at our stores Depot/s at for and on behalf of the President of India acting in the premises through the General Manager or his successor of Central Railway (hereinafter referred to as "The Purchaser") all materials for which 'On Account' payments have been made to us against the Contract for supply and erection of (Name of work) *.on the section/s of Central Railway also referred to as Group/s vide letter of Acceptance of Tender No..... dated..... and materials handed over to us by the purchaser for the purpose of execution of the said Contract, until such time the materials are duly erected or otherwise handed over to him.

We shall be entirely responsible for the safe custody and protection of the said materials against all risk till they are duly delivered as erected equipment to the purchaser or as he may direct otherwise and shall indemnify the purchaser against any loss damage or deterioration whatsoever in respect of the said materials while in our possession and against disposal of surplus materials. The said materials shall at all times be open to inspection by any officer authorised by the General Manager in charge of Railway Electrification (whose address will be intimated in due course).

Should any loss, damage or deterioration of materials occur or surplus materials disposed off and refund becomes due, the Purchaser shall be entitled to recover from us the full cost as per prices included in Schedule 3 to the Contract (as applicable) and in respect of other materials as indicated in, Chapter- IV, section 1 and also compensation for such loss or damage if any long 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 hereafter becomes due to us under the said or any other Contract.

Dated this day..... day of..... 20

for and on behalf of

M/s.....(Contractor)

Signature of witness

Name of witness in Block Letters

Address.

* Strike out whichever is not applicable

(On Stamp Paper of Requisite Value)**GUARANTEE BOND AGAINST PROVISIONAL ACCEPTANCE PAYMENTS****(TO BE USED BY APPROVED SCHEDULE BANKS/NATIONALISED BANKS)**

1. In consideration of the President of India " hereinafter called "the Government" having agreed to exempt.....(hereinafter called "the said Contractor (s)" from the demand, under the terms and conditions of an Agreement dated.....made between.... and for (hereinafter called "the said Agreement") of Provisional Acceptance Payments for the due fulfillment by the said Contractor (s) of the terms and conditions contented in the said Agreement, on production of a Bank guarantee for Rs.....(Rupees.....only). We,..... hereinafter referred to as "the Bank" (indicate the name of Bank) at the request of (Contractor(s) do hereby undertake to pay to the Government an amount not exceeding Rs..... against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor (s) of any of the terms or conditions contained in the said Agreement.
2. We..... (indicate the name of the Bank) do hereby undertake to Pay the amount due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said Contractor (s) of any of the terms or conditions contained in the said Agreement or by reason of the Contractor (s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding.....
3. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the Contractor (s), supplier (s) in any suit for proceeding pending before any court or Tribunal relating thereto our liability under this present contract being absolute and unequivocal.

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

4. We..... (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till..... office/Department Ministry of.....certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor (s) and accordingly discharges this guarantee. Unless a Demand or claim under this guarantee is made on us in writing on or before the (b) we shall be discharged from all liability under this guarantee thereafter.
5. We..... (indicate the name of the Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said Contractor (s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor (s) or for any forbearance, act or omission on the part of the Government or any indulgence by the Government to the said Contractor (s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor (s)/ Supplier (s).
7. We..... (indicate the name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Dated: the day of 20
for.....
(indicate the name of Bank)
