

**SOUTH CENTRAL RAILWAY
CARRIAGE REPAIR SHOP, TIRUPATI**

**TENDER NOTICE No: CRS-E-02-26-27,
Dated: 09.06.2026**

**Long Term Safety measures for Electrical installations
in Track Machine camping coaches at Carriage Repair
Shop, Tirupati for a period of 36 Months**

CHECK LIST OF DOCUMENTS TO BE SUBMITTED ALONG WITH TENDERS.
(Tenderer are requested to give certificates and /or put (v) mark wherever applicable.)

1	Copy of PAN card of Tenderer	
2	<p>The Tenderer has to submit the certificates in support of their legal authority to participate in the tender in favor of the individual to sign the tender on behalf of the tenderer and create liability against them. The following is the tentative documents to be submitted with the bid</p> <p>(a) <u>Sole Proprietorship Firm:</u> Affidavit for sole Proprietorship Firm.</p> <p>(b) <u>HUF:</u></p> <p>(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.</p> <p>(c) <u>Partnership Firm:</u> 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:</p> <p>(i) A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar.</p> <p>(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.</p> <p>(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.</p> <p>(iv) All other documents in terms of Para 10 of the Tender Form (Second Sheet) above.</p> <p>(v) All documents as mentioned in para18 of the Tender Form (Second Sheet) of part I of GCC 2022.</p> <p>(d) <u>Company registered under Companies Act 2013:</u></p> <p>(i) The copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company</p> <p>(ii) A copy of Certificate of Incorporation</p> <p>A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company.</p>	
3	copy of ANNEXURE-V: online	
4	copy of ANNEXURE-V(A) online (if applicable)	
5	Supporting documents in case of exemption claimed from payment of EMD	
6	The contractor has to submit the certificates required as per Tender document in support of their legal authority to participate in the tender in favor of the individual to sign the tender on behalf of the tenderer and create liability against them.	
7	The tenderer should submit the copy of filled up & duly signed PART-I, PARTII, PART-III (A) & PART-III(B) of Tender Document [PDF file to be uploaded].	
8	The individual / firm should have minimum Valid B grade electrical license and the license should be on their own name/Firm name issued by the Competent Authority. A copy of license should be uploaded through IREPS with their offer, failing which the tender will be rejected.	
9	<u>Definition for SIMILAR NATURE OF WORK:</u> "The tenderer should have executed any work in coaches such as Provision of with/ without supply of emergency light unit/ Laptop/ Mobile Charging point/ Footboard lighting/ Reservation chart lighting including wiring/ rewiring in TL/AC/EMU/MEMU/ coaches in divisions/ Workshops/production units."	

Signature of Tenderer

INDEX

	Description	Page No.
	Tender Notice	4
Part-I	Instructions to Tenderers (ITT)	5-8
Annexure	Tender Form (First Sheet)	9
	Tender Form (Second Sheet)	10-19
Part-II	Standard General Conditions of Contract	20-37
Part-III	Scope of Work and Specifications	38-46
	Special Conditions of Contract	
ANNEXURE- A	Penalty statement	47
ANNEXURE- B	Contractor self-compliance certification	47
PART- IV	Schedule of rates and quantities	48-50
ANNEXURE- I	General conditions of Contract	51
ANNEXURE-II	Contract Agreement of Works	52
ANNEXURE- III	Guarantee Bond	53
ANNEXURE- IV	National Electronic Funds Transfer (NEFT) - Mandate Form (New)	54
ANNEXURE- V	Format for Certificate to be submitted/uploaded by tenderer along with the Tender Documents	55
ANNEXURE- VA	<i>(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>	56
ANNEXURE- VIA	Engineering organization available on hand	57
ANNEXURE- VIB	Annual Contractual Turnover Data for the Previous 3/4 Years (Contractual Payment only)	58
ANNEXURE- VII	Plant & Machinery Available On Hand	59
ANNEXURE- VIII	Experience Certificate	60
ANNEXURE- IX	List of Works On Hand With The Tenderer	61
ANNEXURE- X	Proforma For Past Experience & Performance	61
ANNEXURE- XI	(Bid Security) Bank Guarantee Bond from any scheduled commercial bank of India	62-63
ANNEXURE- XII	Proforma For Unified Inspection Certificate of Material	64
ANNEXURE- XIII	Insurance Surety Bond for Performance Security	65-67

TENDER NOTICE No: CRS-E-02-26-27, Dated: 09.06.2026

Chief Workshop Manager, Carriage Repair Shop, Tirupati, South Central Railway for and on behalf of the President of India invites open tender through IREPS, from reputed contractors for the following work: -

Sl. No.	Tender No.	Description of work	Estimated value (Rs.)	Bid Security (Rs.)	Cost of tender form (Rs.)	Completion period
1.	TENDER NOTICE No: CRS-E-02-26-27, Dated: 09.06.2026	Long Term Safety measures for Electrical installations in Track Machine camping coaches at Carriage Repair Shop, Tirupati for a period of 36 Months	Rs. 1,72,81,660/- (Rupees One Crore Seventy-Two Lakhs Eighty-One Thousand Six Hundred and Sixty only)	Rs. 3,45,600/- (Rupees Three Lakh Forty Five Thousand and Six Hundred only)	0 [Please refer note:1 below]	36 Months from the date of commencement of work

Note:

1. As per para no.3 Part-I of GCC 2022 e-tender forms shall be issued free of cost for all tenderers. Hence, tender document cost was not mentioned in the tender document.

Sl. No.	Description	Time	Date
1.	Closing of Tender box	11:00 hrs	30.06.2026

If the stipulated day for opening the tender happens to be a holiday the same will be opened on next working day at the same time and place.

For further Tender conditions/details (available in the tender documents) and for downloading of tender documents, please visit our website <http://www.ireps.gov.in/>

**For CHIEF WORKSHOP MANAGER
Carriage Repair Shop, S.C.Railway, Tirupati,
For & on behalf of the President of India**

Signature of Tenderer

PART – I
Instructions to Tenderers (ITT)

1.0	<p>Applicability: These instructions and conditions of contract shall be applicable for all the tenders and contracts of railways for execution of 'Works' as defined in GFR 2017.</p>
1.1	<p>Interpretation: 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.</p>
1.2	<p>DEFINITIONS: In these Regulations for Tenders and Contracts the following terms shall have the meaning assigned hereunder except where the context otherwise requires:</p> <ul style="list-style-type: none"> a) 'CRS' shall mean Carriage Repair Shop, Tirupati of South Central Railway. b) '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 matter, which these presents are concerned on his behalf. c) 'General Manager' shall mean the Officer in-charge of the General Superintendence and Control of the Zonal Railway/Production Unit and shall also include Addl. General Manager, the General Manager (Construction) and shall mean and include their successors, of the successor Railway. d) 'Chief Electrical Engineer' shall mean the Officer-In-charge of the Electrical Department of the South Central Railway and shall mean and include their successors, of the successor Railway. e) 'Chief Workshop Manager' shall mean the officer in-charge of the Carriage Repair Shop, Tirupati of South Central railway. f) "Engineer/executor" shall mean Deputy Chief Mechanical Engineer/executor in executive charge of the works and shall include the superior officer of the Mechanical/Electrical Dept. of the South Central Railway i.e. the Dy. Chief Engineer/executor etc and shall mean and include the Engineer/executor of the successor Railway. g) 'WM' shall mean the 'Works Manager' and shall mean and include the successors, of the successor Railway. h) 'PE' shall mean the 'Production Engineer' and shall mean and include the successors, of the successor Railway. i) 'ADEE' shall mean the 'Assistant Divisional Electrical Engineer' and shall mean and include the successors, of the successor Railway. j) 'WAO' shall mean the 'Workshop Accounts Officer' and shall mean and include the successors, of the successor Railway. k) 'Tenderer' shall mean the Person/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. l) 'Limited Tender' shall mean tenders invited from all or some contractors on the approved or select list of contractors with the railway. m) 'Open Tender' shall mean the tenders invited in open and public manner and with adequate notice. n) 'Contract/Works' shall mean and include the Agreement of Work Order, the accepted Schedule of Rates or the Schedule or Rates of 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. o) "Works" shall mean the works contemplated in the drawings and schedules set forth in the tender forms and required to be executed according to the specifications. p) 'Specifications' shall mean the Standard Specifications for Materials & Works of 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

Signature of Tenderer

	<p>q) 'GCC' shall mean 'General Conditions of the Contract' shall mean regulations for tenders and contracts for the guidance of engineers & contractors for South Central Railway works.</p> <p>r) "Drawings" 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 time to time.</p> <p>s) 'Contractor's authorized Engineer' shall mean a diploma Engineer in the relevant field of work involved in the contract, duly approved by Engineer.</p>				
2	Words importing the singular number shall also include the plural and vice versa where the context requires.				
3.	<p>Tender Form:</p> <p>Tender Forms shall embody the contents of the contract documents either directly or by reference and shall be as per specimen form, Annexure. E-Tender Forms shall be issued free of cost to all tenderers.</p>				
4.	<p>Omissions & Discrepancies:</p> <p>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 endeavor 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.</p>				
5	Bid Security:				
(1)	<p>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:</p> <table border="1"> <thead> <tr> <th>Value of the Work</th><th>Bid Security</th></tr> </thead> <tbody> <tr> <td>For all works</td><td>2% of the estimated cost of the work</td></tr> </tbody> </table> <p>Note:</p> <p>(i) The Bid Security shall be rounded off to the nearest ₹100. This Bid Security shall be applicable for all modes of tendering.</p> <p>(ii) Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of Bid Security detailed above.</p> <p>(iii) Labour Cooperative Societies shall submit only 50% of above Bid Security detailed above.</p> <p>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.</p> <p>c) If his tender is accepted, this Bid Security mentioned in sub para (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 of GCC-2022. 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</p>	Value of the Work	Bid Security	For all works	2% of the estimated cost of the work
Value of the Work	Bid Security				
For all works	2% of the estimated cost of the work				
(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-XI and shall be valid for a period of 90 days beyond the bid validity period.				
(3)	<p>In case, submission of Bid Security in the form of Bank Guarantee, following shall be ensured:</p> <p>(i) A scanned copy of the Bank Guarantee shall be uploaded on e-Procurement Portal (IREPS) while applying to the tender</p> <p>(ii) The original Bank Guarantee should be delivered in person to the official nominated as indicated</p>				

Signature of Tenderer

	<p>in the tender document before closing date for submission of bids (i.e., excluding the last date of submission of bids). BG submitted on closing date of bid will not be accepted.</p> <p>(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.</p> <p>(iv) The Tender Security shall remain valid for a period of 90 days beyond the validity period for the Tender.</p> <p>(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.</p> <p>(vi) The Bank Guarantee shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification <u>Supply and laying of HT cables between 3 Sub-stations inside Carriage Repair Shop, Tirupati</u></p> <p>(vii) 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.</p> <p>(viii) The envelope shall be addressed to the officer (ADEE/TPYS, Carriage Repair Shop, Tirupati, S.C Railway) and address as mentioned in the tender document.</p> <p>(ix) 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.</p>
4	Care in Submission of Tenders:
	<p>(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 part-II of the Standard General Conditions of Contract (GCC-2022) for the completion of works to the entire satisfaction of the Engineer.</p> <p>(ii) Tenderers have to 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.</p> <p>(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.</p> <p>(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.</p>
5	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.
6	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.
7.	<p>Right of Railway to Deal with Tenders:</p> <p>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.</p>
	A. Two Packets System of Tendering: With a view to assess the tenders technically without being influenced by the financial bids, 'Two Packets System of tendering' shall be adopted wherein tender

Signature of Tenderer

	<p>documents provide for the same.</p> <p>B. Pre-Bid Conference: Intenders having advertised value more than Rs 50 Crore or as mentioned in the tender document, Railway shall conduct Pre-Bid Conference(s) with the prospective bidders.</p> <p>C. 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.</p> <p>D. 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.</p> <p>E. 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.</p> <p>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.</p>
8.	<p>Execution of Contract Document:</p> <p>The Tenderer whose tender is accepted shall be required to appear in person at the office of concerned Engineer, as the case may be, or if tenderer is a firm or corporation, a duly authorized representative shall appear (there would be no need for appear in person if agreement is signed digitally) and execute the contract agreement within seven days of notice from Railways that the Contract Agreement is ready. 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.</p>
9.	<p>Form of Contract Document:</p> <p>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). For contracts for specific works, the contract document required to be executed by the tenderer whose tender is accepted shall be an agreement as per specimen form Annexure- II</p>

S.C.Railway
TENDER FORM (First Sheet)

(Tender form to be filled while submission of offer in IREPS)

TENDER NOTICE No: CRS-E-02-26-27, Dated: 09.06.2026

Name of the Work: Long Term Safety measures for Electrical installations in Track Machine camping coaches at Carriage Repair Shop, Tirupati for a period of 36 Months

To,
The President of India
(Acting through the)/
Chief Workshop Manager,
Carriage Repair Shop,
Tirupati, S.C.Railway.

1. I/We _____ have read the various conditions to tender attached hereto and agree to abide by the said conditions. I/We also agree to keep this offer open for acceptance for a period of **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 S.C.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 _____ 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 **Rs.3,45,600/-** has already been deposited online/ submitted as Bank Guarantee bond. Full value of the Bid Security shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if:
 - (a) I/We do not submit the Performance Guarantee within the time specified in the Tender document;
 - (b) I/We do not execute the contract documents within seven days after receipt of notice issued by the Railway that such documents are ready; and
 - (c) I/We do not commence the work within **fifteen days** after receipt of orders to that effect.
4. I/We am/are a Startup firm registered by Department of Industrial Policy and Promotion (DIPP) and my registration number is valid upto (Copy enclosed) and hence exempted from submission of Bid Security.
5. We are a Labour Cooperative Society and our Registration No. is withand hence required to deposit only 50% of Bid Security.
6. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.

Signature of Witnesses:

(1) _____

(2) _____

Signature of Tenderer(s)

Date

Address of the Tenderer(s)

Signature of Tenderer

TENDER FORM (Second Sheet)

1.	Instructions to Tenderers and Conditions of Tender: The following documents form part of Tender / Contract:
	(a) Tender Forms – First Sheet and Second Sheet (b) Special Conditions/Specifications (enclosed) (c) Bill(s) of quantities (enclosed) (d) Standard General Conditions of Contract and Standard Specifications (Works and Materials) of Indian Railways as amended/corrected upto latest correction slips, copies of which can be seen in the office of _____ or obtained from the office of the CWM/CRS/TPTY, S.C.Railway on payment of prescribed charges. (e) Standard Schedule of Rates (SSOR) as amended / corrected upto latest correction slips, copies of which can be seen in the office of _____ or obtained from the office of the Chief Workshop Manager, _____ Railway on payment of prescribed charges. (f) All general and detailed drawings pertaining to this work which will be issued by the Engineer or his representatives (from time to time) with all changes and modifications
2.	Drawings for the Work: The drawings for the work can be seen in the office of the CWM and/or Principal Chief Electrical Engineer, S.C. Railway at any time during the office hours. The drawings are only for the guidance of Tenderer(s). Detailed working drawing (if required) based generally on the drawing mentioned above, will be given by the Engineer or his representative from time to time.
3.	The Tenderer(s) shall quote his / their rates as a percentage above or below or At Par on the Standard Schedule of Rates (SSOR) of S.C. Railway as applicable to CRS/TPTY except where he/they are required to quote item rates and must tender for all the items shown in the Bill(s) of Quantities attached. The quantities shown in the attached Bill(s) of Quantities are given as a guide and are approximate only and are subject to variation according to the needs of the Railway. The Railway does not guarantee work under each item of the Bill(s) of Quantities. The tenderer(s) shall quote rates / rebates only at specified place in Tender Form supplied by Railway. Any revision of rates / rebates submitted (quoted) through a separate letter whether enclosed with the bid (Tender Form) or submitted separately or mentioned elsewhere in the document other than specified place shall be summarily ignored and will not be considered.
4.	Tenders containing erasures and / or alterations of tender documents are liable to be rejected. Any correction made by tender(s) in his/their entries must be attested by him / them.
5.	The works are required to be completed within a period of 36 Months from the date of commencement of work
6.	Bid Security:
	(a) Subject to exemptions provided under Para 5(1) (a) of Part-1 of this document , the tender must be accompanied by a Bid Security as mentioned in tender documents, failing which the tender shall be summarily rejected . (b) The Tenderer(s) shall keep the offer open for a minimum period of 60 days (in case of two packet system of tendering 90days) 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 S.C. 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

Signature of Tenderer

	<p>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;</p> <p>(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 of (GCC-2022). 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.</p> <p>(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© above, to the Contractor.</p>
7.	<p>Rights of the Railway to deal with Tender:</p> <p>The authority for the acceptance of the tender will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest tender or any other tender, and tenderer(s) shall neither demand any explanation for the cause of rejection of his/ their tender nor the Railway to assign reasons for declining to consider or reject any particular tender or tenders.</p>
8.	If the tenderer(s) deliberately gives / give wrong information in his / their tender or creates / create circumstances for the acceptance of his / their tender, the Railway reserves the right to reject such tender at any stage.
9.	If any partner(s) of a partnership firm expires after the submission of its tender or after the acceptance of its tender, the Railway shall deem such tender as cancelled/contract as terminated under clause 61 of the Standard General Conditions of Contract (GCC-2022), unless the firm retains its character as per partnership agreement. If a sole proprietor expires after the submission of tender or after the acceptance of tender, the Railway shall deem such tender as cancelled / contract as terminated under clause 61 of the Standard General Conditions of Contract (GCC-2022).
10	Eligibility Criteria:
10.1	The individual / firm should have minimum Valid "B" grade electrical license and the license should be on their own name/firm name issued by the Competent Authority. A copy of license should be uploaded through IREPS with their offer, failing which the tender will be rejected.
10.2	Technical Eligibility Criteria:
(b)	The tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:
	(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 costing not less than the amount equal to 60% of advertised value of the tender.
(c) (1)	In case of tenders for composite works (e.g. works involving more than one distinct component, such as Civil Engineering works, S&T works, Electrical works, OHE works etc. and in the case of major bridges – substructure, superstructure etc.), tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:
	(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.

Signature of Tenderer

	Note for b (1): Separate completed works of minimum required values shall also be considered for fulfillment of technical eligibility criteria for different components.
(c)(2)	In such cases, what constitutes a component in a composite work shall be clearly pre-defined with estimated tender cost of it, as part of the tender documents without any ambiguity.
(c)(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.
	<p>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 fulfill technical eligibility criteria as follows:</p> <p>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.</p> <p><i>Note: for subletting of work costing up to Rs 50 lakh, no previous work experience of subcontractor shall be asked for by the Railway.</i></p> <p>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.</p>
	<p>Note for Item 10.1:</p> <p>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.</p> <p>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.</p>
10.3	Financial Eligibility Criteria:
	<p>The tenderer must have minimum average annual contractual turnover of V/N or 'V' whichever is less; where</p> <p>V= Advertised value of the tender in crores of Rupees,</p> <p>N= Number of years prescribed for completion of work for which bids have been invited.</p> <p>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.</p> <p>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</p>

Signature of Tenderer

	Accountant duly supported by Audited Balance Sheet.
10.4	<p>Bid Capacity: The tender/technical bid will be evaluated based on bid capacity formula detailed as Annexure mentioned in GCC. However, as per Annexure-VI for tenders having advertised value more than Rs 10 crore wherein eligibility criteria include bid capacity also, the tenderer will be qualified only if its available bid capacity is equal to or more than the total bid value of the present tender. The available bid capacity shall be calculated as under:</p> <p>Available Bid Capacity = $[A \times N \times 2] - 0.33 \times N \times B$</p> <p>Where, A = Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender), taking into account the completed as well as works in progress.</p> <p>N= Number of years prescribed for completion of work for which bids has been invited.</p> <p>B = Value of existing commitments and balance amount of ongoing works with the tenderer as on date one month prior to the tender closing date to be completed in next 'N' years.</p>
10.5	<p>Definition for SIMILAR NATURE OF WORK (Ref: CEE/SCR Letter no. E.227/TL&AC/4/Policy dt: 08.09.2010)</p> <p>The tenderer should have executed any work in coaches such as Provision of with/ without supply of emergency light unit/ Laptop/ Mobile Charging point/ Footboard lighting/ Reservation chart lighting including wiring/ rewiring in TL/AC/EMU/MEMU/ coaches in divisions/ Workshops/production units.</p>
10.6	<p>Credentials if submitted in foreign currency shall be converted into Indian currency i.e., Indian Rupee as under:</p> <p>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.</p>
	[Explanation for Para 10 of the Tender Form (Second Sheet) including Para 10.1 to 10.5 – Eligibility Criteria:
	<ol style="list-style-type: none"> <i>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.</i> <i>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.</i> <i>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.</i> <i>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.</i> <i>5. If a bidder has successfully completed a work as subcontractor and the work experience</i>

Signature of Tenderer

	<p>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.</p> <ol style="list-style-type: none"> 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 0.3×0.2 *value of the work done in the previous entity. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc. 8. In case of existing partnership firm, if any one or more partners quit the partnership firm, the credentials of remaining partnership firm shall be re-worked out i.e., the quitting partner(s) shall take away his credentials to the extent of his share on the date of quitting the partnership firm(e.g. in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and credentials of Rs 10 crore; in case partner C quits the firm, the credentials of this partnership firm shall remain as Rs 6 crore). For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc. 9. In case of existing partnership firm if any new partner(s) joins the firm without any modification in the name and PAN/TAN no. of the firm, the credentials of partnership firm shall get enhanced to the extent of credentials of newly added partner(s) on the same principles as mentioned in item 6 above. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deeds, dissolution/splitting deeds and proof of surrender of PAN No.(s) in case of dissolution of partnership firm etc. 10. Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., In a partnership firm of A&B partners, A or B partner cannot use credentials of partnership firm of A&B partners in any other partnership firm or propriety firm without leaving partnership firm of A&B partners. 11. In case a partner in a partnership firm is replaced due to succession as per succession law, the proportion of credentials of the previous partner will be passed on to the successor. 12. If the percentage share among partners of a partnership firm is changed, but the partners remain the same, the credentials of the firm before such modification in the share will continue to be considered for the firm as it is without any change in their value. Further, in case a partner of partnership firm retires without taking away any credentials from the firm, the credentials of partnership firm shall remain the same as it is without any change in their value. 13. In a partnership firm "AB" of A&B partners, in case A also works as propriety firm "P" or partner in some other partnership firm "AX", credentials of A in propriety firm "P" or in other partnership firm "AX" earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB. 14. In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm. <p>In case company A is merged with company B, then company B would get the credentials of</p>
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	<i>company A also.</i>
11.	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 S C 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.	Audited Balance Sheet duly certified by the Chartered Accountant regarding contractual payments received in the past.
iii.	The list of personnel / organization on hand and proposed to be engaged for the tendered work. Similarly list of Plant & Machinery available on hand and proposed to be inducted and hired for the tendered work.
iv.	The Railway reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the Railway, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Railway shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the Railway there under.
v.	(a) In case of any information submitted by tenderer is found to be false, forged or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender Bid Security besides banning of business for a period of up to five years. (b) In case of any information submitted by tenderer is found to be false, forged or incorrect after the award of contract, the contract shall be terminated. Bid Security, Performance Guarantee and Security Deposit available with the railway shall be forfeited. In addition, other dues of the contractor, if any, under this contract shall be forfeited and agency shall be banned for doing business for a period of up to five years.
12.	Non-compliance with any of the conditions set forth therein above is liable to result in the tender being rejected.
13.	Execution of Contract Documents: The successful Tenderer(s) shall be required to execute an agreement with the President of India acting through the Chief Work Shop Manager, CRS/TPTY, SC. Railway for carrying out the work according to the Standard General Conditions of Contract, Special Conditions / Specifications annexed to the tender and Standard Specifications (Works and Materials) of Railway as amended/corrected upto latest correction slips, mentioned in tender form (First Sheet).
14.	Documents to be Submitted Along with Tender (i) The tenderer shall clearly specify whether the tender is submitted on his own (Proprietary Firm) or on behalf of a Partnership Firm / Company / Joint Venture (JV) / Registered Society / Registered Trust / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. The tenderer(s) shall enclose the attested copies of the constitution of their concern and copy of PAN Card along with their tender. Tender Documents in such cases are to be signed by such persons as may be legally competent to sign them on behalf of the firm, company, association, trust or society, as the case may be. (ii) Following documents shall be submitted by the tenderer: (a) Sole Proprietorship Firm: All documents in terms of Para 10 of the Tender Form (Second Sheet) of part I of GCC 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 10 of the Tender Form (Second Sheet) of part I of GCC 2022. (c) Partnership Firm: All documents as mentioned in para18 of the Tender Form (Second

Signature of Tenderer

	<p>Sheet) of part I of GCC 2022.</p> <p>(d) Joint Venture (JV): All documents as mentioned in para 17 of the Tender Form (Second Sheet) of part I of GCC 2022.</p> <p>(e) Company registered under Companies Act 2013:</p> <ul style="list-style-type: none"> (i) The copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company (ii) A copy of Certificate of Incorporation (iii) A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company. (iv) All other documents in terms Para 10 of the Tender Form (Second Sheet) of part I of GCC 2022. <p>(f) LLP (Limited Liability Partnership):</p> <ul style="list-style-type: none"> (i) A copy of LLP Agreement (ii) A copy of Certificate of Incorporation (iii) A copy of Power of Attorney/Authorization issued by the LLP in favour of the individual to sign the tender on behalf of the LLP and create liability against the LLP. (iv) An undertaking by all partners of the LLP that they are not blacklisted or debarred by Railways or any other Ministry/ Department of the Govt. of India from participation in tenders/ contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were/ are partners/members. Concealment/ wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract. (v) All other documents in terms of Para 10 of the Tender Form (Second Sheet) of part I of GCC 2022. <p>(g) Registered Society & Registered Trust:</p> <ul style="list-style-type: none"> (i) A copy of Certificate of Registration (ii) A copy of Memorandum of Association of Society/Trust Deed (iii) A copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust. (iv) A copy of Rules & Regulations of the Society (v) All other documents in terms of Para 10 of the Tender Form (Second Sheet) of part I of GCC 2022. <p>(iii) If it is NOT mentioned in the submitted tender that tender is being submitted on behalf of a Sole Proprietorship firm/Partnership firm/Joint Venture/Registered Company etc., then the tender shall be treated as having been submitted by the individual who has signed the tender.</p> <p>(iv) After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm/Partnership Firm/Registered Company/Registered Trust/Registered Society/HUF/LLP etc. shall be neither asked nor considered, if submitted. Further, no suo moto cognizance of any document available in public domain (i.e., on internet etc.) or in Railway's record/office files etc. will be taken for consideration of the tender, if no such mention is available in tender offer submitted.</p> <p>(v) A tender from JV shall be considered only where permissible as per the tender conditions.</p> <p>(vi) The Railway will not be bound by any change of power of attorney or in the composition of the firm made subsequent to the submission of tender. Railway may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.</p>
15.	<p>The tenderer whether sole proprietor / a company or a partnership firm / joint venture (JV) / registered society / registered trust / HUF / LLP etc if they want to act through agent or individual partner(s), should submit along with the tender, a copy of power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether</p>

	<p>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.</p> <p>A separate power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person, shall be submitted after award of work, specifically authorizing him/them to deal with all other contractual activities subsequent to signing of agreement, if required.</p> <p><i>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.</i></p>
16	<p>Employment/Partnership etc. of Retired Railway Employees:</p> <p>(a) Should a tenderer</p> <ul style="list-style-type: none"> 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 <p style="text-align: center;">AND</p> <p>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</p> <p style="text-align: center;">THEN</p> <p>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.</p> <p>(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.</p> <p>(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.</p>

	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 the Standard General Condition of contract (GCC 2022).
17	JOINT VENTURE (JV) IN WORKS TENDERS Participation of Joint Venture (JV) in Works Tender: This para shall be applicable for works tenders wherein tender documents provide for the same. In this connection, tenderer may refer clause 17 of Part - I of GCC 2022.
18	Participation of Partnership Firms in works tenders:
18.1	The Partnership Firms participating in the tender should be legally valid under the provisions of the Indian Partnership Act.
18.2	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.
18.3	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.
18.4	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 (GCC-2022).
18.5	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.
18.6	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.
18.7	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.
18.8	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.
18.9	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

Signature of Tenderer

	<p>agreement.</p> <p>(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.</p> <p>(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 (GCC-2022).</p> <p>(c) Governing laws: The partnership firm agreement shall in all respect be governed by and interpreted in accordance with the Indian laws.</p> <p>(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.</p>
18.10	<p>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:</p> <p>(i) A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar.</p> <p>(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.</p> <p>(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 (GCC-2022).</p> <p>(iv) All other documents in terms of Para 10 of the Tender Form (Second Sheet) above.</p>
18.11	<p>Evaluation of eligibility of a partnership firm: Technical and financial eligibility of the firm shall be adjudged based on satisfactory fulfillment of the eligibility criteria laid down in Para 10 of the Tender Form (Second Sheet) above.</p>
19	<p>Advances to Contractor: If specifically provided in Tender Documents of tender having advertised value more than Rs 50 Crores, Railway shall make payment, as an Interest bearing advances, as per Contractor's request. These advances shall carry a simple interest _____ as indicated in the Tender documents. The payment and recovery of such advances shall be made as per manners prescribed in Clause 46.4 of the Standard General Conditions of Contract (GCC-2022).</p>
20	<p>Multiple L1 selection: Selections of bidder from multiple L1 for awarding the work will be as per RB letter No.2017/Trans/01/policy dated 08.02.2018.</p>

Signature of Tenderer (s)

Date. _____

for CHIEF WORKSHOP MANAGER
Carriage Repair Shop, S.C.Railway, Tirupati,
For & on behalf of the President of India

Signature of Tenderer

PART-II
STANDARD GENERAL CONDITIONS OF CONTRACT

1.(i)	<p>DEFINITIONS: In these Regulations for Tenders and Contracts the following terms shall have the meaning assigned hereunder except where the context otherwise requires:</p> <p>a. "Engineer's Representative" shall mean the Officers in direct charge of the works and shall include any Sr. Section/Junior Engineer of Mechanical Engineering Departments appointed by the Railway and shall mean and include the Engineer's Representative of the Successor Railway.</p> <p>b. "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.</p> <p>c. "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.</p> <p>d. "Works" shall mean the works to be executed in accordance with the contract.</p> <p>e. "Specifications" shall mean the Standard Specifications for Materials & Works of Railway as specified by Railway under the authority of the Chief Engineer or as amplified, added to or superseded by Special Specifications, if any.</p> <p>f. "Period of Maintenance" shall mean the specified period of maintenance from the date of completion of the works, as certified by the Engineer.</p> <p>g. "Bill of Quantities" shall mean Schedule of Item(s) included in the tender document along with respective quantities and rates, accepted by the Railway.</p>
1.(ii)	<p>Singular and Plural: Words importing the singular number shall also include the plural and vice versa where the context requires.</p>
1.(iii)	<p>Headings and Marginal Headings: The headings and marginal headings in these Standard General Conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof the contract.</p>
2.(i)	<p>Execution Co-Relation and Intent of Contract Documents:</p> <p>The contract documents shall be signed in triplicate by the Railway and the Contractor. The contract documents are complementary and what is called for by anyone shall be as binding as if called for by all, the intention of the documents is to include all labour and materials, equipments and transportation necessary for proper execution of work. Materials or works not covered by or properly inferable from any heading or class of the specifications shall not be supplied by the Railway to the Contractors unless distinctly specified in the contract documents. Materials or works described in words which so applied have a well-known technical or trade meaning, shall be held to refer to such recognized standards.</p>
3.(i)	<p>Law Governing the Contract: The contract shall be governed by the law for the time being in force in the Republic of India.</p>
3.(ii)	<p>Compliance to Regulations and Bye-Laws: The Contractor shall conform to the provision of any statute relating to the works and regulations and bye-laws of any local authority and of any water and lighting companies or undertakings, with whose system the work is proposed to be connected and shall before making any variation from the drawings or the specifications that may be necessitated by so confirming give to the Engineer notice specifying the variation proposed to be made and the reason for making the variation and shall not carry out such variation until he has received instructions from the Engineer in respect thereof. The Contractor shall be bound to give all notices required by statute, regulations or bye-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.</p>
4.	<p>Communications to be in Writing: All notices, communications, reference and complaints made by the Railway or the Engineer or the Engineer's Representative or the Contractor inter-se concerning the works shall be in writing or e-mail on registered e-mail IDs i.e. the e mail id provided for</p>

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	correspondence in the contract agreement, otherwise email id registered with IREPS and no notice, communication, reference or complaint not in writing or through e-mail, shall be recognized.
5.	Service of Notices on Contractors: The Contractor shall furnish to the Engineer the name, designation and address of his authorized agent and all complaints, notices, communications and references shall be deemed to have been duly given to the Contractor, if delivered to the Contractor or his authorized agent or left at or posted to the address so given and shall be deemed to have been so given in the case of posting on day on which they would have reached such address in the ordinary course of post/ e-mail or on the day on which they were so delivered or left. In the case of contract by partners, any change in the constitution of the firm shall be forthwith notified by the Contractor to the Engineer.
6.	Occupation and Use of Land: No land belonging to or in the possession of the Railway shall be occupied by the Contractor without the permission of the Railway. The Contractor shall not use, or allow to be used the site for any purposes other than that of executing the works. Whenever non-railway bodies/persons are permitted to use railway premises with competent authority's approval, conservancy charges as applicable from time to time may be levied.
7.	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 in any manner whatsoever without the special permission in writing of the Chief Workshop Manager, save as provided below. Any breach of this condition shall entitle the Railway to rescind the contract under Clause 62 (of Part-II of GCC-2022) 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. For more details tenderer may refer clause no. 7 of part –II of GCC-2022.
8.	Assistance by Railway for the Stores to be obtained by the Contractor: In this connection tenderer may refer clause no. 8 of part –II of GCC-2022 for more details.
9.	Carriage of Materials: No forwarding orders shall be issued by the Railway for the conveyance of Contractor's materials, tools and plant by train which may be required for use in the works and the Contractor shall pay full freight charges at public tariff rates therefor.
10.	Representation on Works: The Contractor shall, when he is not personally present on the site of the works place, keep a responsible agent at the works during working hours who shall on receiving reasonable notice, present himself to the Engineer and orders given by the Engineer or the Engineer's representative to the agent shall be deemed to have the same force as if they had been given to the Contractor. Before absenting himself, the Contractor shall furnish the name and address of his agent for the purpose of this clause and failure on the part of the Contractor to comply with this provision at any time will entitle the Railway to rescind the contract under Clause 62 (of Part-II of GCC-2022).
11.	Indemnity by Contractors: The Contractor shall indemnify and save harmless the Railway from and against all actions, suit, proceedings, losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the Railways by reason of any act or omission of the Contractor, his agents or employees, in the execution of the works or in his guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not any damage shall have been sustained.
12.(i)	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

	<p>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.</p> <p>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 (GCC-2022).</p> <p>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.</p>
12.(ii)	<p>(i) Refund of Security Deposit: Security Deposit mentioned in sub clause (1) above shall be returned to the Contractor along with or after, the following:</p> <ul style="list-style-type: none"> (a) Final Payment of the Contract as per clause 51.(1) (of Part-II of GCC-2022) and (b) Execution of Final Supplementary Agreement or Certification by Engineer that Railway has No Claim on Contractor and (c) Maintenance Certificate issued, on expiry of the maintenance period as per clause 50.(1) (of Part-II of GCC-2022), in case applicable. <p>(ii) Forfeiture of Security Deposit: Whenever the contract is rescinded as a whole under clause 62 (1) (of Part-II of GCC-2022), the Security Deposit already with railways under the contract shall be forfeited. However, in case the contract is rescinded in part or parts under clause 62 (1) (of Part-II of GCC-2022), the Security Deposit shall not be forfeited.</p>
12.(iii)	No interest shall be payable upon the Bid Security and Security Deposit or amounts payable to the Contractor under the Contract, but Government Securities deposited in terms of Sub-Clause 12.(4)(b) of this clause will be payable with interest accrued thereon.
12(iv)	<p>Performance Guarantee</p> <p>The procedure for obtaining Performance Guarantee is outlined below:</p>
(a)	<p>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.</p> <p>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.</p>

(b)	<p>The successful bidder shall submit the Performance Guarantee (PG), amounting to 5% of the original contract value and Additional performance guarantee in any of the following forms:-</p> <p>(i) A deposit of Cash;</p> <p>(ii) Irrevocable Bank Guarantee;</p> <p>(iii) Insurance Surety Bond as per Annexure-XIII.</p> <p>Note:</p> <p>1. 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.</p> <p>(iv) Government Securities including State Loan Bonds at 5% below the market value;</p> <p>(v) Pay Orders and Demand Drafts tendered by any Scheduled Commercial Bank of India;</p> <p>(vi) Guarantee Bonds executed or Deposits Receipts tendered by any Scheduled Commercial Bank of India;</p> <p>(vii) Deposit in the Post Office Saving Bank;</p> <p>(viii) Deposit in the National Savings Certificates;</p> <p>(ix) Twelve years National Defence Certificates;</p> <p>(x) Ten years Defence Deposits;</p> <p>(xi) National Defence Bonds and</p> <p>(xii) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of FA&CAO (or) WAO/CRS/TPTY (free from any encumbrance) may be accepted.</p>						
(c)	<p>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.</p>						
(d)	<p>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.</p>						
(e)	<p>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.</p>						
(f)	<p>Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be encashed.</p>						
(g)	<p>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:</p> <p>(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.</p> <p>(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.</p> <p>(iii) The Contract being determined or rescinded under clause 62 (of Part-II of GCC-2022).</p>						
(h)	<p>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:</p> <table border="1" data-bbox="332 1680 1279 1795"> <tr> <th>Bid quoted in % of advertised cost</th><th>Additional Performance guarantee (%)</th></tr> <tr> <td>Below 0 – 5% (inclusive)</td><td>Nil</td></tr> <tr> <td>Below 5%</td><td>5%</td></tr> </table>	Bid quoted in % of advertised cost	Additional Performance guarantee (%)	Below 0 – 5% (inclusive)	Nil	Below 5%	5%
Bid quoted in % of advertised cost	Additional Performance guarantee (%)						
Below 0 – 5% (inclusive)	Nil						
Below 5%	5%						
13 (i)	<p>Force Majeure Clause: In this connection tenderer may refer clause no. 17 of part –II of GCC-2022 for more details.</p>						
13 (ii)	<p>Extension of Time in Contracts: Subject to any requirement in the contract as to completion of any portion or portions of the works before completion of the whole, the Contractor shall fully and</p>						

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	<p>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:</p> <p>(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.</p> <p>(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 Part-II of GCC-2022) or in executing the work not forming part of the contract but on which Contractor's performance necessarily depends or by reason of proceeding taken or threatened by or dispute with adjoining or to neighboring owners or public authority arising otherwise through the Contractor's own default etc. or by the delay authorized by the Engineer pending arbitration or in consequences of the Contractor not having received in due time necessary instructions from the Railway for which he shall have specially applied in writing to the Engineer or his authorized representative then upon happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer within 15 days of such happening, but shall nevertheless make constantly his best endeavors 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.</p> <p>(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.</p> <p>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) of GCC 2022, 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.</p> <p>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.</p>
13 (iii)	<p>Extension of Time with Liquidated Damages (LD) for delay due to Contractor:</p> <p>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 13 and 13A above, the Railway may, if satisfied that the works can be completed by the Contractor within</p>

	reasonable short time thereafter, allow the Contractor for further extension of time (Proforma at Annexure-VII of GCC-2022) 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 contract value of the works for each week or part of the week. For more details, tenderer may refer clause no. 17 (B) of part –II of GCC-2022.
14(i)	Contractor's understanding: It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the progress of the works, the general and local conditions, the labour conditions prevailing therein and all other matters which can in any way affect the works under the contract.
14(ii)	Commencement of Works: The Contractor shall commence the works within 15 days after the receipt by him of an order in writing to this effect from the Engineer and shall proceed with the same with due expedition and without delay
15(i)	Compliance to Engineer's Instructions: The Engineer shall direct the sequence in which the several parts of the works shall be executed and the Contractor shall execute without delay all orders given by the Engineer from time to time; but the Contractor shall not be relieved thereby from responsibility for the due performance of the works in all respects.
15(ii)	Alterations to be Authorized: No alterations in or additions to or omissions or abandonment of any part of the works shall be deemed authorized, except under written instructions from the Engineer.
15(iii)	Extra Works: Should works over and above those included in the contract require to be executed at the site, the Contractor shall have no right to be entrusted with the execution of such works which may be carried out by another Contractor or Contractors or by other means at the option of the Railway.
16	Instruction of Engineer's Representative: In this connection tenderer may refer clause no. 21 of part –II of GCC 2022 for more details.
17 (i)	Drawings and Specifications of the Works: The Contractor shall keep one copy of Drawings and Specifications at the site, in good order, and such contract documents as may be necessary, available to the Engineer or the Engineer's Representative.
17 (ii)	Ownership of Drawings and Specifications: All Drawings and Specifications and copies thereof furnished by the Railway to the Contractor are deemed to be the property of the Railway. They shall not be used on other works and with the exception of the signed contract set, shall be returned by the Contractor to the Railway on completion of the work or termination of the Contract.
17(iii)	Meaning and Intent of Specification and Drawings: If any ambiguity arises as to the meaning and intent of any portion of the Specifications and Drawings or as to execution or quality of any work or material, or as to the measurements of the works the decision of the Engineer thereon shall be final subject to the appeal (within 7 days of such decision being intimated to the Contractor) to the Chief Workshop Manager who shall have the power to correct any errors, omissions, or discrepancies in aforementioned items and whose decision in the matter in dispute or doubt shall be final and conclusive.
18.	Damage to Railway Property or Private Life and Property: The Contractor shall be responsible for all risk to the work and for trespass and shall make good at his own expense all loss or damage whether to the works themselves or to any other property of the Railway or the lives, persons or property of others from whatsoever cause in connection with the works until they are taken over by the Railway, although all reasonable and proper precautions may have been taken by the Contractor. In case the Railway shall be called upon to make good any costs, loss or damages, or to pay any compensation, including that payable under the provisions of the Workmen's Compensation Act or any statutory amendments thereof to any person or persons sustaining damages as aforesaid by reason of any act, or any negligence or omissions on the part of the Contractor; the amount of any costs or charges including costs and charges in connection with legal proceedings, which the

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	Railway may incur in reference thereto, shall be charged to the Contractor. The Railway shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings or in anticipation of legal proceedings being instituted consequent on the action or default of the Contractor, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to Contractor, as aforesaid; any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defense or compromise, and the incurring of any such expenses shall not be called in question by the Contractor.
19	Provision of Efficient and Competent Staff at Work Sites by the Contractor: In this connection tenderer may refer clause no.26 of part –II of GCC-2022 for more details.
19 (i)	Deployment of Qualified Engineers at Work Sites by the Contractor: In this connection tenderer may refer clause no.26 (A) of part –II of GCC-2022 for more details.
20 (i)	Workmanship and Testing: In this connection tenderer may refer clause no.27(1) of part –II of GCC-2022 for more details.
20 (ii)	Removal of Improper Work and Materials: In this connection tenderer may refer clause no.27(2) of part –II of GCC-2022 for more details.
21	Facilities for Inspection: The Contractor shall afford the Engineer and the Engineer's Representative every facility for entering in and upon every portion of the work at all hours for the purpose of inspection or otherwise and shall provide all labour, materials, planks, ladders, pumps, appliances and things of every kind required for the purpose and the Engineer and the Engineer's Representative shall at all times have free access to every part of the works and to all places at which materials for the works are stored or being prepared.
22	Temporary Works: In this connection tenderer may refer clause no.30 of part –II of GCC-2022 for more details.
23	Property in Materials and Plant: In this connection tenderer may refer clause no.32 of part –II of GCC-2022 for more details.
24 (i)	Tools, Plant and Materials Supplied by Railway: In this connection tenderer may refer clause no.33 (1) of part –II of GCC-2022 for more details.
24 (ii)	Hire of Railway's Plant: In this connection tenderer may refer clause no.33 (2) of part –II of GCC-2022 for more details.
25	Safety of Public: The Contractor shall be responsible to take all precautions to ensure the safety of the public whether on public or railway property and shall post such look out men as may, in the opinion of the Engineer, be required to comply with regulations appertaining to the work. Contractor shall ensure placement of barricading / partitions at the place of work to ensure safety of habitants of adjacent area, failing which Engineer may advise stoppage of work as per his discretion.
26(i)	Suspension of Works: The Contractor shall on the order of the Engineer, suspend the progress of the works or any part thereof for such time or times and in such manner as the Engineer may consider necessary and shall during such suspension properly protect and secure the work so far as is necessary in the opinion of the Engineer. If such suspension is: (a) Provided for in the contract, or (b) Necessary for the proper execution of the works or by the reason of weather conditions or by some default on the part of the Contractor, and or (c) Necessary for the safety of the works or any part thereof, or (d) Necessary for the safety of adjoining public or other property or safety of the public or workmen or those who have to be at the site, or (e) Necessary to avoid disruption of traffic and utilities, as also to permit fast repair and restoration of any damaged utilities, or (f) Due to instruction of The National Green Tribunal or any other statutory authority due to high level of pollution in the city of worksite.
26 (ii)	The Contractor shall not be entitled to the extra costs, if any, incurred by him during the period of suspension of the works, but in the event of any suspension ordered by the Engineer for reasons other than aforementioned and when each such period of suspension exceeds 14 days, the

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	Contractor shall be entitled to such extension of time for completion of the works as the Engineer may consider proper having regard to the period or periods of such suspensions and to such compensations as the Engineer may consider reasonable in respect of salaries or wages paid by the Contractor to his employees during the periods of such suspension.
26(iii)	Suspension Lasting More than 3 Months: If the progress of the works or any part thereof is suspended on the order of the Engineer for more than three months at a time, the Contractor may serve a written notice on the Engineer requiring permission within 15 days from the receipt thereof to proceed with the works or that part thereof in regard to which progress is suspended and if such permission is not granted within that time the Contractor by further written notice so served may, but is not bound to, elect to treat the suspension where it affects part only of the works as an omission of such part or where it affects the whole of the works, as an abandonment of the contract by the Railway.
27	<p>Rates for Items of Works:</p> <p>The rates, entered in the accepted Bill(s) of Quantities of the Contract are intended to provide for works duly and properly completed in accordance with the General and Special (if any) Conditions of the Contract and the Specifications and drawings together with such enlargements, extensions, diminutions, reductions, alterations or additions as may be ordered in terms of Clause 42 (of Part-II of GCC-2022) and without prejudice to the generality thereof and shall be deemed to include and cover superintendence and labour, supply, including full freight of materials, stores, patterns, profiles, moulds, fittings, centerings, scaffolding, shoring props, timber, machinery, barracks, tackle, roads, pegs, posts, tools and all apparatus and plant required on the works, except such tools, plant or materials as may be specified in the contract to be supplied to the Contractor by the Railway, the erection, maintenance and removal of all temporary works and buildings, all watching, lighting, bailing, pumping and draining, all prevention of or compensation for trespass, all barriers and arrangements for the safety of the public or of employees during the execution of works, all sanitary and medical arrangements for labour camps as may be prescribed by the Railway, the setting of all work and of the construction, repair and upkeep of all center lines, bench marks and level pegs thereon, site clearance, all fees duties, royalties, rent and compensation to owners for surface damage or taxes and impositions payable to local authorities in respect of land, structures and all material supplied for the work or other duties or expenses for which the Contractor may become liable or may be put to under any provision of law for the purpose of or in connection with the execution of the contract and all such other incidental charges or contingencies as may have been specially provided for in the Specifications.</p> <p>However, if rates of existing GST or cess on GST for Works Contract is increased or any new tax /cess on Works Contract is imposed by Statute after the date of opening of tender but within the original date of completion/date of completion extended under clause 17 & 17A (of Part-II of GCC-2022) and the Contractor thereupon properly pays such taxes/cess.</p> <p>Further, if rates of existing GST or cess on GST for Works Contract is decreased or any tax/cess on Works Contract is decreased / removed by Statute after the date of opening of tender, the reduction in tax amount shall be recovered from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India.</p>
28(i)	Handing over of Works: The Contractor shall be bound to hand over the works executed under the contract to the Railway complete in all respects to the satisfaction of the Engineer. The Engineer shall determine the date on which the work is considered to have been completed, in support of which his certificate shall be regarded as sufficient evidence for all purposes. The Engineer shall determine from time to time, the date on which any particular section of the work shall have been completed, and the Contractor shall be bound to observe any such determination of the Engineer.
28(ii)	Clearance of Site on Completion: On completion of the works, the Contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and works clean and in a workman like condition to the satisfaction of the Engineer. No final payment in settlement of the accounts for the works shall be paid, held to be due or shall be made to the, Contractor till, in addition to any other condition

	necessary for final payment, site clearance shall have been affected by him, and such clearance may be made by the Engineer at the expense of the Contractor in the event of his failure to comply with this provision within 7 days after receiving notice to that effect. Should it become necessary for the Engineer to have the site cleared at the expenses of the Contractor, the Railway shall not be held liable for any loss or damage to such of the Contractor's property as may be on the site and due to such removal there from which removal may be affected by means of public sales of such materials and property or in such a way as deemed fit and convenient to the Engineer.
	VARIATIONS IN EXTENT OF CONTRACT
29	Modification to Contract to be in Writing: In the event of any of the provisions of the contract required to be modified after the contract documents have been signed, the modifications shall be made in writing and signed by the Railway and the Contractor and no work shall proceed under such modifications until this has been done. Any verbal or written arrangement abandoning, modifying, extending, reducing or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on the Railway unless and until the same is incorporated in a formal instrument and signed by the Railway and the Contractor, and till then the Railway shall have the right to repudiate such arrangements.
30 (i)	Powers of Modification to Contract: The Engineer on behalf of the Railway shall be entitled by order in writing to enlarge or extend, diminish or reduce the works or make any alterations in their design, character position, site, quantities, dimensions or in the method of their execution or in the combination and use of materials for the execution thereof or to order any additional work to be done or any works not to be done and the Contractor will not be entitled, to any compensation for any increase/reduction in the quantities of work but will be paid only for the actual amount of work done and for approved materials supplied against a specific order.
30(ii)	<p>(i) Unless otherwise specified in the special conditions of the contract, the accepted variation in quantity of each individual item of the contract would be 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.</p> <p>(ii) The Contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever upto the limit of 25% variation in quantity of individual item of works.</p> <p>(iii) In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, then same shall be executed at following rates</p> <ol style="list-style-type: none"> 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; 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; 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. 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 <ol style="list-style-type: none"> 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; 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; Variation in quantities of individual minor value item beyond 200% will be avoided and

	<p>would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender</p> <p>(iv) 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.</p>
30(iii)	<p>Valuation of Variations: The enlargements, extensions, diminution, reduction, alterations or additions referred to in Sub-Clause (2) of this Clause shall in no degree affect the validity of the contract; but shall be performed by the Contractor as provided therein and be subject to the same conditions, stipulations and obligations as if they had been originally and expressively included and provided for in the Specifications and Drawings and the amounts to be paid therefore shall be calculated in accordance with the accepted Bill(s) of Quantities. Any extra item(s)/quantities of work falling outside the purview of the provisions of Sub-Clause (2) above shall be paid for at the rates determined under Clause-39 (of Part-II of GCC-2022)</p>
31	<p>CLAIMS</p>
31(i)	<p>Quarterly Statement of Claims: The Contractor shall prepare and furnish to the Engineer once in every quarter commencing from the month following the month of issue of Letter of Acceptance, an account giving full and detailed particulars of all claims for any additional expenses to which the Contractor may consider himself entitled to and of all extra or additional works ordered by the Engineer which he has executed during the preceding quarter and no claim for payment for such work will be considered which has not been included in such particulars.</p>
31(ii)	<p>Signing of "No Claim" Certificate: The Contractor shall not be entitled to make any claim whatsoever against the Railway under or by virtue of or arising out of this contract, nor shall the Railway entertain or consider any such claim, if made by the Contractor, after he shall have signed a "No Claim" Certificate in favour of the Railway in such form as shall be required by the Railway after the works are finally measured up. The Contractor shall be debarred from disputing the correctness of the items covered by "No Claim" Certificate or demanding a clearance to arbitration in respect thereof.</p>
32	<p>Quantities in Bill(s) of Quantities Annexed to Contract: The quantities set out in the accepted Bill(s) of Quantities with items of works quantified are the estimated quantities of the works and they shall not be taken as the actual and correct quantities of the work to be executed by the Contractor in fulfillment of his obligations under the contract.</p>
33(i)	<p>Measurement of Works by Railway: The Contractor shall be paid for the works at the rates in the accepted Bill(s) of Quantities and for extra works at rates determined under Clause 39 (of Part-II of GCC-2022) on the measurements taken by the Engineer or the Engineer's representative in accordance with the rules prescribed for the purpose by the Railway. For more details the tenderer may refer clause no.45 (i) of part –II of GCC-2022.</p>
33(ii)	<p>Measurement of Works by Contractor's Authorized Representative (in case the contract provides for the same): In this connection the tenderer may refer clause no.45 (ii) of part –II of GCC-2022.</p>
34(i)	<p>"On-Account Payments": The Contractor shall be entitled to be paid from time to time by way of "On-Account" payment only for such works as in the opinion of the Engineer he has executed in terms of the contract. All payments due on the Engineer's/Engineer's Representative's certificates of measurements or Engineer's certified "Contractor's authorized Engineer's measurements" shall be subject to any deductions which may be made under these presents and shall further be subject to, unless otherwise required by GCC-2022, a retention of six percent by way of Security Deposits, until the amount of Security Deposit by way of such retentions shall amount to 5% of the total value of the contract provided always that the Engineer may by any certificate make any correction or modification in any previous certificate which shall have been issued by him and that the Engineer may withhold any certificate, if the works or any part thereof are not being carried out to his satisfaction.</p>
34(ii)	<p>Rounding off Amounts: The total amount due on each certificate shall be rounded off to the nearest rupee, i.e. sum less than 50 paise shall be omitted and sums of 50 paise and more upto ₹1 will be</p>

Signature of Tenderer

	reckoned as ₹ 1.
34(iii)	On Account Payments not Prejudicial to Final Settlement: "On-Account" payments made to the Contractor shall be without prejudice to the final making up of the accounts (except where measurements are specifically noted in the Measurement Book as "Final Measurements" and as such have been signed by the Contractor and Engineer/Engineer's Representative) and shall in no respect be considered or used as evidence of any facts stated in or to be inferred from such accounts nor of any particular quantity of work having been executed nor of the manner of its execution being satisfactory.
34(iv)	Manner of Payment: Unless otherwise specified payments to the Contractor will be transferred electronically to his bank account.
35	Maintenance of Works: In this connection the tenderer may refer clause no.47 of part –II of GCC-2022.
36(i)	Certificate of Completion of Works: As soon as in the opinion of the Engineer, the work has been completed and has satisfactorily passed any final test or tests that may be prescribed, the Engineer shall issue a certificate of completion duly indicating the date of completion in respect of the work and the period of maintenance of the work shall commence from the date of completion mentioned in such certificate. The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the Contractor and that there is no due from the Contractor to Railways against the contract concerned. The Engineer may also issue such a certificate indicating date of completion with respect to any part of the work (before the completion of the whole of work), which has been both completed to the satisfaction of the Engineer and occupied or used by the Railway. When any such certificate is given in respect of part of a work, such part shall be considered as completed and the period of maintenance of such part shall commence from the date of completion mentioned in the completion certificate issued for that part of the work.
37	Approval only by Maintenance Certificate: No certificate other than Maintenance Certificate, if applicable, referred to in Clause 50 (1) (Part-II of GCC-2022) of the Conditions shall be deemed to constitute approval of any work or other matter in respect of which it is issued or shall be taken as an admission of the due performance of the contract or any part thereof.
38(i)	Maintenance Certificate: In this connection the tenderer may refer clause no.50 (1) of part –II of GCC-2022.
38(ii)	Cessation of Railway's Liability: The Railway shall not be liable to the Contractor for any matter arising out of or in connection with the contract for execution of the works unless the Contractor has made a claim in writing in respect thereof before the issue of the Maintenance Certificate under this clause.
38(iii)	Unfulfilled Obligations: Notwithstanding the issue of the Maintenance Certificate the Contractor and (subject to Sub-Clause (2) of this Clause) the Railway shall remain liable for the fulfillment of any obligation incurred under the provision of the contract prior to the issue of the Maintenance Certificate which remains unperformed at the time such Certificate is issued and for the purposes of determining the nature and extent of any such obligations, the contract shall be deemed to remain in force between the parties thereto.
39(i)	Final Payment: On the Engineer's certificate of completion in respect of the works, adjustment shall be made and the balance of account based on the Engineer or the Engineer's representative's certified measurements or Engineer's certified "contractor's authorized engineer's measurements" of the total quantity of work executed by the Contractor upto the date of completion and on the rates accepted in Bill(s) of Quantities and for extra works on rates determined under Clause 39 (of Part-II of GCC-2022) shall be paid to the Contractor subject always to any deduction which may be made under these presents and further subject to the Contractor having signed delivered to the Engineer enclosing either a full account in detail of all claims he may have on the Railway in respect of the works or having delivered No Claim Certificate and the Engineer having after the receipt of such account given a certificate in writing that such claims are not covered under excepted matter i.e. 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) and

Signature of Tenderer

	62(1), 63(iv) and 63.2.11 of the Standard General Conditions of Contract (GCC-2022) or in any Clause (stated as excepted matter) of the Special Conditions of the Contract, that the whole of the works to be done under the provisions of the Contracts have been completed, that they have been inspected by him since their completion and found to be in good and substantial order, that all properties, works and things, removed, disturbed or injured in consequence of the works have been properly replaced and made good and all expenses and demands incurred by or made upon the Railway for or in the respect of damage or loss by from or in consequence of the works, have been satisfied agreeably and in conformity with the contract.
39(ii)	Post Payment Audit: It is an agreed term of contract that the Railway reserves to itself the right to carry out a post-payment audit and/ or technical examination of the works and the Final Bill including all supporting vouchers, abstracts etc. and to make a claim on the Contractor for the refund of any excess amount paid to him till the release of security deposit or settlement of claims, whichever is later, if as a result of such examination any over-payment to him is discovered to have been made in respect of any works done or alleged to have been done by him under the contract.
40.	Wages to Labour: The contractor has to comply with this clause. However, for more details tenderer may refer clause no. 54 of part –II of GCC-2022.
41.	Provisions of Payments of Wages Act: The contractor has to comply with this clause. However, for more details tenderer may refer clause no. 55 of part –II of GCC-2022.
41.A	Provisions of Contract Labour (Regulation and Abolition) Act, 1970: The contractor has to comply with this clause. However, for more details tenderer may refer clause no. 55 (A) of part –II of GCC-2022.
41.B	Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952: The contractor has to comply with this clause. However, for more details tenderer may refer clause no. 55 (B) of part –II of GCC-2022.
41.C	<p>(i) Contractor is to abide by the provisions of various labour laws in terms of clause 54, 55, 55-A and 55-B of the Standard General Conditions of Contract 2022. In order to ensure the same, an application was 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:</p> <ol style="list-style-type: none"> Contractor shall apply for onetime registration of his company/firm etc. in the Shramikkalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor’s registration in the portal within 7 days of receipt of such request Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all Letter of Acceptances (LoAs) issued in his favour The contractor once registered on the portal, shall provide details of his Letter of Acceptances (LoAs) / 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. 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. 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 <p>(ii) 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</p>

Signature of Tenderer

	Railway's Shramikkalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till ____ Month, ____ Year."
42	Reporting of Accidents: The Contractor shall be responsible for the safety of all employees directly or through petty Contractors or sub-contractor employed by him on the works and shall report serious accidents to any of them however and wherever occurring on the works to the Engineer or the Engineers Representative and shall make every arrangement to render all possible assistance.
43	Provision of Workmen's Compensation Act: In this connection tenderer may refer clause no. 57 of part –II of GCC-2022 for more details
44(i)	Compliance to Rules for Employment of Labour: The Contractor(s) shall conform to all laws, bye-laws rules and regulations for the time being in force pertaining to the employment of local or imported labour and shall take all necessary precautions to ensure and preserve the health and safety of all staff employed directly or through petty contractors or sub-contractors on the works.
44(ii)	Use of Intoxicants: In this connection tenderer may refer clause no. 59 (8) of part –II of GCC-2022) for more details
44(iii)	Restrictions on the Employment of Retired Engineers of Railway Services Within One Year of their Retirement: The Contractor shall not, if he is a retired Government Engineer of Gazetted rank, himself engage in or employ or associate a retired Government Engineer of Gazetted rank, who has not completed one year from the date of retirement, in connection with this contract in any manner whatsoever without obtaining prior permission of the President and if the Contractor is found to have contravened this provision it will constitute a breach of contract and administration will be entitled to terminate the contract and forfeit his Performance Guarantee as well as Security Deposit.
45	Non-Employment of Labourers below the age of 15: The Contractor shall not employ children below the age of 15 as labourers directly or through petty Contractors or sub-contractors for the execution of work. For engaging the labour of age 15 to 19 years the contractor may comply with the provision in para no. 60 (2) of part –II of GCC 2022
46	DETERMINATION OF CONTRACT
46(i)	Right of Railway to Determine the Contract: The Railway shall be entitled to determine and terminate the contract at any time should, in the Railway's opinion, the cessation of work becomes necessary owing to paucity of funds or from any other cause whatever, in which case the value of approved materials at site and of work done to date by the Contractor will be paid for in full at the rate specified in the contract. Notice in writing from the Railway of such determination and the reasons therefor shall be conclusive evidence thereof.
46(ii)	Payment on Determination of Contract: Should the contract be determined under sub clause (1) of this clause and the Contractor claims payment for expenditure incurred by him in the expectation of completing the whole of the work, the Railways shall admit and consider such claims as are deemed reasonable and are supported by vouchers to the satisfaction of the Engineer. The Railway's decision on the necessity and propriety of such expenditure shall be final and conclusive.
46(iii)	The Contractor shall have no claim to any payment of compensation or otherwise, howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of determination of contract.
47	Further, for more details, refer clause No. 62 (1) of Part-II i.e. Determination Of Contract in Indian Railway General Conditions of Contract 2022
48	SETTLEMENT OF DISPUTES – INDIAN RAILWAY ARBITRATION AND CONCILIATION RULES
48 (i)	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 "PCEE/SC" or "CWM/CRS/TPTY" 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. "PCEE/SC" or "CWM/CRS/TPTY" shall, within 30 days after receipt of the Contractor's "Notice of Dispute", notify the name of conciliator(s) to the Contractor.

Signature of Tenderer

	<p>(iii) The Conciliator(s) shall assist the parties to reach an amicable settlement in an independent and impartial manner within the terms of contract.</p> <p>(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.</p> <p>(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.</p> <p>(vi) The conciliation proceedings shall be terminated as per Section 76 of 'The Arbitration and Conciliation Act, 1996. Further, for more details, refer clause No. 63 & 64 of Part-II i.e. Determination of Contract in Indian Railway GCC - 2022</p>
49	Price variation clause: PVC is not applicable for this contract for works less than Rs. 2 crores as per GCC.
50	<p>TENDERER's RESPONSIBILITY:</p> <p>(a) The rate quoted by the Tenderer shall be based on nature and quantum of work covered under this contract.</p> <p>(b) Tenderer is advised to visit Carriage Repair Shop, Tirupati and study the working conditions and take any clarifications regarding scope and nature of work.</p> <p>(c) The Tenderer shall be solely responsible for the correct execution of work to the satisfaction of the Railways.</p> <p>(d) The contractor shall be liable for loss/damage that may occur to the Railway materials, which will be taken over by the contractor from the Railway or may be lying in the custody of contractor. Amount of loss will be deducted for such loss/damage from any outstanding bill of the contractor lying with the Railway Administration or any other manner as may be considered necessary.</p>
51	<p>OPENING OF TENDER: The tender shall be opened as per the procedure of IREPS E-Tender conditions</p> <p>(a) The onus of establishing credentials lies with the tenderer and hence Railway shall evaluate the offer only from the certificates/documents submitted along with the tender offer.</p> <p>(b) If any Certificates or details enclosed by tenderers are found to be fake/bogus/tampered, such of those agencies shall not be awarded any work in S.C.Railway for the period of five years from the date of opening of tender. Joint ventures or partnership firms or any other nature of firms in which such agencies are party shall also not be awarded any work of this period of five years.</p>
52	<p>NEGOTIATION:</p> <p>(a) The Railway reserves the right to enter in to negotiations with the eligible lowest offer (L-1) emerged after opening of the tender, at the sole discretion, before acceptance of the tender, in order to clarify special condition for reduction of rates and/or changes in scope of the work etc.</p> <p>(b) In case of a negotiation with Tenderer be entered in to, the Tenderer shall not be permitted to increase the quoted rates under any circumstances, even if it includes withdrawal and/or modification of such special conditions as are given by the Tenderer along with the original tender.</p> <p>(c) The contract shall be governed by the special conditions of contract and general conditions of contract (GCC) with latest corrections, as applicable to the engineering department of South Central Railway.</p>
53	<p>ACCEPTANCE OF TENDER</p> <p>The final acceptance of tender shall rest with Railways who reserve the right to accept or reject or re tender without assigning any reason thereon.</p>
54	<p>NATIONAL ELECTRONIC FUNDS TRANSFER (NEFT)</p> <p>NEFT is mandatory from 01.01.2008. No Registration /Renewal of Firms will be granted without NEFT system after 01.01.2008. All payments after 01.04.2008 are being made only through NEFT/RTGS. Firms have to keep the Mandate Forms along with their offer. Work order will not be issued without Mandate Forms. (Annexure - IV)</p>

Signature of Tenderer

55	Statutory Variation Clause: Any addition or variation of statutory taxes, levies and duties after the date of opening of tender shall be paid to the contractor after production of necessary document proof. Similarly benefit of reduction/ abolition of duties, taxes or levies, if any, should be passed on to Railway.
56	AGREEMENT: The successful Tenderer shall have to execute an agreement (Annexure-II) with "The President of India" acting through the Chief workshop manager, Carriage Repair Shop, Tirupati, S.C. Railway based on the accepted rate(s), terms and conditions, General Condition of Contract, Special Conditions/Specifications of work as well as materials annexed to the tender document.
57	Brief Mechanism For Monitoring The Work:
i	This contract covers the Replacement of LT panels (MPCC & SPCC) at various locations inside workshop at Carriage Repair Shop, Tirupati
ii	Primarily, SSE/TL/CRS/TPTY, SCR, Tirupati will act as the consignee for this work and he will offer the Work site with the approval of competent authority to the contractor. The said official is also responsible for the quality of work done.
58	General Instructions:
i	SSE/TL/CRS/TPTY shall be the consignee and will normally inspect the work to be carried out at CRS/TPTY along with contractor representative.
li	Arrangement of all required staff will be on the part of contractor, the Railway will not provide staff.
iii	The contractor shall provide their representative(s)/Service Engineer(s) valid contact numbers to the Railway administration and ensure that they are contactable and available at all working hours of the workshop (during execution of subject work as per the requirement) and also in case of emergency.
iv	The Tender must be accompanied by the prescribed bid security and should be deposited as per norms.
v	The contractor has to remove the debris/garbage/wastes etc. arisen on their account and keep them in the nominated place of the workshop (as instructed by SSE/TL).
vi	The Contractor has no right to demand more or less number of work.
vii	The Contractor has to carry out the work at the place nominated by the Railway. He cannot demand for the placement at a particular place.
viii	The work has to be carried out as per the instructions of nominated officer i.e. ADEE/CRS/TPTY (or) SSE/TL/CRS/TPTY.
ix	The executed work shall be jointly certified by the Contractor's representative and SSE/TL/CRS/TPTY.
X	The contractor should ensure that no damage to the Railway property takes place due to any act on their part. In case of damages due to contractor's fault (as assessed by officer in charge), the cost of damage caused to the Railway will be deducted from the Bills of the Contractor (as assessed by the Railways).
xi	Contractor Shall have GST Registration and copy of the GST registration Certificate shall have to be submitted along with their offer.
xii	If any of the Railway material/equipment/tools/Machineries are damaged due to bad workmen ship of contract persons, the contractor is liable to repair/replacement of the same with their own cost.
xiii	The contractor should ensure that the work pertaining to them is completed before the coach is released from the Workshop. Thus, there should be no detention to the coach / unit on account of the contractor. The work has to be carried out by the contractor in close coordination with the Railways since various activities are inter-dependent. Further, the contractor should also maintain close liaison with the Railways to keep a close watch on the number of coaches arrived / due to arrive and ensure that work is completed timely.
xiv	The Consignee shall keep the register/records for the previous bill paid for each coach to avoid duplicity of the payments at any time.
xv	The contractor shall ensure that all employees/ persons engaged/authorized by him for carrying the work behave properly with Railway Officers and staff. In the event of any misbehavior, reported by

Signature of Tenderer

	the officers concerned of Railway, the contractor shall immediately withdraw such employee/ person from the work.
xvi	In case of any accident takes place due to the act of the contractor, total cost of such damage including the cost of work, loss and or compensation shall be assessed by controlling officer and the same will be deducted from the bills of contractor.
xvii	Participation in the tender without understanding the scope/special conditions and penalties not only detrimental to the contractors but also to Railways.
59	INSPECTION:
59.1	The CHIEF WORKSHOP MANAGER or workshop officers or inspecting/certifying supervisor or his authorized representatives shall have free access to inspect the work and performance of the contractor at all times.
59.2	The Contractor shall make arrangement for rectification of all the defects as pointed out by the concerned shop In-charge/inspecting/certifying supervisor.
60.0	CONTRACT LABOUR:
60.1	The contractors shall adhere to stipulations in regard to eligibility of labour to be employed as laid-down by the state Govt./Labour commissioner including payment of wages as per Govt. Rules.
61.0	WAGES TO LABOUR:
61.1	All the rules under the Contract Labour (Regulation & Abolition) Act, 1970 & Rules 1971 shall be applicable.
61.2	The contractor has to maintain Muster roll and Wage register as per the Contract labour (Regulation & Abolition) Act 1971.
61.3	The contractor shall arrange to pay wages for his contract labour as per the minimum wages notified by the Labour Commissioner from time to time and shall produce documentary proof for the same at the time of Billing, without which bills will not be cleared.
61.4	The contractor should have to pay statutory payments like EPF, ESI & Bonus etc., to the contract staff engaged for the subject work without fail and proof of such payments made shall have to be submitted to railways along with the bills for ensuring the compliance. However, Railways will not reimburse the same to the contractor.
61.5	The contractor has to upload & update the details in Shramikkalyan portal from time to time (i.e. on monthly basis)
62.0	MODE OF PAYMENT:
a	The payment to the contractor will be made by AWAO/CRS/TPTY, S C.Rly, The bills should be submitted to SSE/TL/CRS/TPTY who will process the bills for payment on the basis of documents as mentioned above and, after verifications of every aspects and after being satisfied for the payment to be made, submit the same to ADEE/O/CRS/TPTY for passing the bill to the Associate Accounts.
b	No advance payment will be made to the contractor.
c	Payment for the work completed will be done on monthly basis for the completed work and on submission of certified bill as per the Railway norms.
d	<ul style="list-style-type: none"> • For schedule items which are having material and labour cost bifurcation, the Contractor will be paid 100% on completion of total work undertaken satisfactory during the contract period • For schedule items which are not having material and labour cost bifurcation, the Contractor will be paid 80% on supply of material and remaining 20% on completion of total work undertaken satisfactory during the contract period
e	The bill shall clearly have the enclosures constituting the details for which work has been carried out for each schedule.
f	These bills duly counter signed by SSE/TL/TPYS shall be submitted to the officer in-charge who shall in turn will scrutinize the same and submit to the paying authority namely AWAO/CRS/TPTY.
g	<p>(i) The certificates on the bill shall be.</p> <p>a. Certified that the 20% check conducted against the work undertaken by me and found satisfactory (this should be done by concerned ADEEs)</p> <p>b. Certified that the modification work is done as per given schedule & as per site requirement by</p>

	the contractor. c. Certified that the no labour has been loaned to the Contractor and no tools were issued.
h	The bill is to be submitted to the office of the ADEE. SSE/TL/TPYS will maintain the Measurement book. Payment will be made after deducting the cost of damages, penalties if any as certified by SSE/TL/TPYS and any taxes and dues as applicable.
i	Office of the ADEE has to ensure 100% of certification by the SSEs along with 20% by ADEE/CRS/TPTY, (Nominated Officers as per the codal provisions at present) and also ensure deduction of all penalties from the bills and then put up to competent authority for clearance of the bill. After verification, forward the bills to Finance duly taking the Competent Authority signature.
j	<i>The following documents to be submitted along with the Bill submission:</i> <ul style="list-style-type: none"> • <i>Consignee Inspection certificates as per Proforma in Annexure-XII (for all items in the schedule including RITES inspected material also)</i> • <i>DMTR entry details of the materials in the tender schedule (mandatory)</i> • <i>Joint Completion report for the work duly signed by SSE/TL and Contractor</i> • <i>Annexure – A (Penalty statement) should be submitted along with M.Book.</i> • <i>Self-certification in compliance of all applied Acts/laws/statutory regulations/ rules related to Contract labor engagement as per Annexure-B.</i> • <i>The contractors GST paid challan/GST R1/GST R3B relevant claimed bill</i>
k	The Railway will not make any payments for any such additional work carried out/additional materials supplied by the contractor without permission of the Railway's authorized representative.
l	Payments shall not be made for items of work/quantities not attended to or not done by the contractor.
m	All applicable cess charges, taxes, duties, levies etc will be deducted from contractor's running bills as per prevailed rates from time to time.
n	In case wages are not paid to workers engaged by the contractor the amount due will be recovered from the contractor bill.
o	All the govt. taxes and duties are subject to be revised from time to time and the same should be reflected in bills submitted whenever any such revision takes place.
p	Any penalty if attracted, as indicated in penalty clause will be deducted from the CC Bills.
q	Payment of all bills will be made through NEFT. Contractor has to submit the following documents/data for enabling themselves for getting payment through NEFT: a) Bank Account No., b) Type of Account (Savings/Current/Cash/Credit etc.), c) MICR No., d) IFSC Code, e) One Cancelled Cheque of the said Account, f) Photocopy of the first page of the relevant passbook.
r	Unit rates are arrived based on 18% GST, In case of any variation in the percentage of GST (or) any other taxes/levies, the same can be dealt as per statutory variation clause in this tender schedule. However, in case of dispute the decision of CWM/TPYS shall be final and binding upon the contractor.
s	The rate should be inclusive of all taxes, charges, etc. with break-ups of basic rates and each of taxes and charges. In case, there is no such break-up is furnished, the rate quoted will be considered as inclusive of all taxes and charges. However, Statuary Variation Clause will be applicable on quoted rates.
T	If any compensation/penalty is to be paid by the Railway in compliance of the order/judgment passed by the court, consumer forum or any other law-enforcing agency on default of the contractor or his person/servant/employee to the complainant, the said amount shall be liable to be paid by the contractor.

- Note:-** 1) The Tenderer may visit the Carriage Repair Shop, Tirupati, S.C.Railway for assessing the work to be done before submitting the offer (if required).
- 2) Tenderer shall have to quote compulsorily for all the items only in the Proforma attached (Schedule of Rates and Quantities).
2. Information as called for in all the annexures shall be invariably furnished (as applicable).
3. In case of any dispute regarding makes/specifications, supply of materials (or) any other dispute, the decision of competent authority is final.

For **CHIEF WORKSHOP MANAGER**
Carriage Repair Shop, Tirupati, S.C.Railway
for & on behalf of the President of India

PART-III(A)
SCOPE OF WORK AND SPECIFICATIONS

1.	SCOPE OF WORK:			
A	Name of the Work:			
	Long term Safety measures for Electrical installations during POH of Track Machine camping coaches at Carriage Repair shop, Tirupati for a period of 36 Months.			
B	Place of work:-			
	Carriage Repair Shop, Tirupati, SC Railway.			
1.1	SPECIFICATIONS:			
	The work shall be carried out by the contractor as per the RDSO drawing no RDSO/TM/07/2023 Rev (1), scope of work & Railway Manuals and also as per the instructions of the concerned SSEs.			
1.1.1	TECHNICAL SPECIFICATION:			
	<ol style="list-style-type: none"> The work involves supply of cable of size 1.5 Sq mm, 2.5 Sq mm, 4 Sq mm, 6 Sq mm and 16 Sq mm stranded annealed tin coated copper conductor E- beam irradiated cross linked polyolefin insulation cable should supply as per the RDSO spec. No. ELRS/SPEC/ELC/0019 (Rev'4') above 750 Volts up to 1.8/3 kv or latest including suitable Sleeve, lugs, PVC conduit rigid / flexible with suitable saddle clamp for fixing the pipe. All end terminal of copper conductor shall be provided with suitable terminal lugs. The above cable should procure from the RDSO approved vendors only. (list of approved vendor directory enclosed) The work involves Flexible polyamide conduits of different sizes 40mm, 25mm and 18mm confirming to RDSO Spec No. RDSO/PE/SPEC/AC/0138-2009 Rev.1 or latest. Note: To be procured from RDSO Approved vendors only..... (Approved vendor directory enclosed) Work shall be carried as per "code of practice for wiring for Non-AC coaches" mentioned vide RDSO Specification No. EL/TL/48 Rev-1-2005. However, only e-beam cables of RDSO specification No. ELRS/SPEC/ELC/0019 – 2018 (Rev-4) with or latest should be used for wiring. The color code of RED and BLACK and GREEN should be used for E-beam cables for positive and negative circuits respectively. Code of practice for prevention of fire in AC coaches as per RDSO spec No. RDSO/PE/o/0008-2005(Rev-0) or latest. The color code of supply is RED and BLACK should be used for e – beam cables for positive and negative circuits respectively. FRLT tape should used for insulation tapping. The tape shall be as per ICF specification No. ICF/ELEC/921-CS-1, Rev (0). MCB specifications are governed by the IS/IEC 60898-1 standard for household applications and the IS/IEC 60947-2 standard for industrial applications. Before supplying of all cables mentioned in the schedule, length of cable as per color codes to be confirmed by in- charge SSEs (SSE/TL/CRS). Before commencement of work all material should get approval from consignee SSE/TL/CRS, like MCB's, switches, mobile charging sockets, cables, change over switches etc., All equipments/material shall be fire retardant suitable to rolling stock applications. 			
1.2	SCHEDULE OF QUANTITIES:			
	Sl. No	Item Description	Qty	Unit
	Schedule-A: Improvements in Camping coach electrical works (Short and Long term measures for Electrical Installations)			
	1	Supply of Industrial Plug and socket DB 63A, 2P+N+E+FP confirming to IEC 61439-3 suitable for flush mounting and surface mounting.	110	Nos
	2	Supply of Rotary change over switch 63A, 440V, 2P, 2 way heavy duty	165	Nos

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Sl. No	Item Description	Qty	Unit
3	supply of RCBO Rated current (In) 63 A, 2P (Phase + Neutral), rated voltage 230 V AC, frequency 50Hz, residual current sensitivity (I Δ n) 100 mA as , breaking capacity 6 kA or 10 kA (model dependent), tripping curve C suitable for DIN rail mounting.	55	Nos
4	Supply of Duration monitoring relay	55	Nos
5	Supply of 2 Amps, SP MCB (Desert Cooler; TV Set; Exhaust Fans, Electrical Chimney)	220	Nos
6	Supply of 4 Amps, SP MCB (Kitchen Socket, Store Socket)	110	Nos
7	Supply of 6 Amps, SP MCB (Refrigerator)	110	Nos
8	Supply of 10 Amps, SPN MCB (1-Tonne AC; Lights & Fans)	220	Nos
9	Supply of 16 Amps, SPN MCB (Induction Stove)	110	Nos
10	Supply of 25 Amps, SPN MCB	55	Nos
11	Supply of 16 way SPN distribution board (double door)	55	Nos
12	Supply of 16 Sq.mm E-Beam Copper Cable. (Existing FRLS Copper Cable has to be replaced with E-Beam Copper Cable) (Red-50Mtrs, Black-50 Mtrs & Green- 50 Mtrs)	8250	Mtrs
13	Supply of 4 Sq.mm E-Beam Copper Cable. (Existing FRLS Copper Cable has to be replaced with E-Beam Copper Cable) (Red-110 Mtrs, Black-110 Mtrs & Green- 110 Mtrs)	1815 0	Mtrs
14	Supply of 2.5 Sq.mm E-Beam Copper Cable. (Existing FRLS Copper Cable has to be replaced with E-Beam Copper Cable) (Red-300 Mtrs, Black-300Mtrs & Green- 300 Mtrs)	4950 0	Mtrs
15	Supply of 1.5 Sq.mm E-Beam Copper Cable. (Existing FRLS Copper Cable has to be replaced with E-Bam Copper Cable) (Red-350 Mtrs, Black-350Mtrs & Green- 350 Mtrs)	5775 0	Mtrs
16	Supply of 40mm dia Poly Amide Conduit Pipes (E-Beam Copper Cables has to be run through PA Conduit Pipes)	2750	Mtrs
17	Supply of 25mm diaPoly Amide Conduit Pipes (E-Beam Copper Cables has to be run through PA Conduit Pipes)	6050	Mtrs
18	Supply of 18mm diaPoly Amide Conduit Pipes (E-Beam Copper Cables has to be run through PA Conduit Pipes)	2420 0	Mtrs
19	Supply of 6 Amps Switches (Modular Type)	3355	Nos
20	Supply of 16 Amps Switches (Modular Type) with indicator	550	Nos
21	Supply of 16 Amps Sockets with complete switch Board (Modular Type) – (Induction Stove, Refrigerator)	550	Nos
22	Supply of 6 Amps Sockets (Modular Type) (for Kitchen Socket, Store Socket, TV, Water Purifier; Desert Cooler, Electrical Chimney)	825	Nos
23	Supply of 3 Modular plate with frame	110	Nos
24	Supply of 4 Modular plate with frame	110	Nos
25	Supply of 6 Modular plate with frame	550	Nos
26	Supply of 8 Modular plate with frame	220	Nos
27	Supply of 12 Modular plate with frame	330	Nos
Sl. No	Item Description	Qty	Unit

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	28	Rewiring of SG Coach, Refrigeration Works (3 AC Units), Loading / Unloading of Fridge /Deep Freezer (Each), POH of AC Fan (1 No.) (In Camping Coach 19 Fans), POH of Exhaust Fan (1 No.)(In Camping Coach 2 Exhaust Fans), Unloading / Loading of Fan (1No.) + 2 Exhaust Fan (In Camping Coach 19 Fans), POH of Light Fitting (1 Nos) (In Camping Coach 24 Light Fittings) including erection, testing and commissioning of all the above coaches	55	Coach
	29	Attention of Panels and ceiling related to Mechanical portion	55	Coach
Note: The quantities mentioned in the Schedule are tentative only, it may vary at the time of execution of above work.				
1.3	SCOPE OF WORK:			
1.3.1	SCOPE OF CONTRACTOR:			
1.3.1.1	MECHANICAL PORTION OF WORK			
	<ol style="list-style-type: none"> 1) Stripping of beadings and “L”angles. 2) Stripping of NAFTC sheets and Decolum sheets. 3) Fitting of NAFTC sheets and Decolum sheets. 4) Providing of beadings and “L”angles. 5) Extreme care to be taken for not damaging the LP sheets. 6) In case of LP sheets damaged, New LP sheets to be provided. 7) All material will be supplied by Railway for mechanical scope of work. 			
1.3.1.2	ELECTRICAL PORTION OF WORK			
	<ol style="list-style-type: none"> 1) The existing camping coach wiring connection to be disconnected the industrial sockets, changeover switch, various types of MCB's, power distribution connections, all switches, mobile sockets, power sockets, fans, all type of light fittings, exhaust fans, duration monitoring relay, geyser, inverters, WRA, and D.G Set etc..... 2) Stripping of various sizes of cables, flexible/rigid conduits, light fittings, fans, exhaust fans, geysers, inverters, induction stoves, mobile charging sockets, all switches, Power distribution connections, various types of MCB's, changeover switches, and industrial sockets etc. in camping coach (RCC). 3) The above stripping items like various sizes of cables/conduit pipes and defective items are handed over to SSE/TL/Store section for disposal of scrap. 4) The above stripping items like light fittings, fans (AC/BLDC), exhaust fans, Mobil charging sockets, switches, to be overhauled (POH) at nominated places. 5) Supply, fixing and testing of Industrial Plug and socket DB 63A, 2P+N+E+FP confirming to IEC 61439-3 suitable for flush mounting and surface mounting-110Nos. 6) Supply, fixing and testing of 63A Rotary type change over switch 440V, 2P, 2-way heavy duty - 165 Nos. 7) Supply, fixing and testing of RCBO Rated current (In) 63 A, 2P (Phase + Neutral), rated voltage 230 V AC, frequency 50Hz, residual current sensitivity (IΔn) 100 mA as breaking capacity 6 kA or 10 kA (model dependent), tripping curve C suitable for DIN rail mounting – 55 Nos. 8) Supply, fixing, and testing of Duration monitoring relay – 55 Nos 9) Supply, fixing and testing of 2 Amps, SP MCB (Desert Cooler; TV Set; Exhaust Fans, Electrical Chimney) - 220 Nos 10) Supply, fixing and testing of 4 Amps, SP MCB (Kitchen Socket, Store Socket) - 110 Nos 11) Supply, fixing and testing of 6 Amps, SP MCB (Refrigerator) - 110 Nos 			

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	<div>12) Supply, fixing and testing of 10 Amps, SPN MCB (1-Tonne AC; Lights & Fans) - 220 Nos</div> <div>13) Supply, fixing and testing of 16 Amps, SPN MCB (Induction Stove) - 110 Nos</div> <div>14) Supply, fixing and testing of 25 Amps, SPN MCB (Induction Stove) - 55 Nos</div> <div>15) Supply, fixing and testing of 16 way SPN distribution board (double door)-55 Nos</div> <div>16) Supply, laying and testing of 16 Sq.mm E-Beam Copper Cable. (Existing FRLS Copper Cable has to be removed and replaced with E-Beam Copper Cable) (Red 50 Mtrs, Black-50 Mtrs& Green- 50 Mtrs) – 8250 Mtrs.</div> <div>17) Supply, Laying and testing of 4 Sq.mm E-Beam Copper Cable. (Existing FRLS Copper Cable has to be removed and replaced with E-Beam Copper Cable) (Red-110 Mtrs, Black-110 Mtrs& Green- 110 Mtrs) - 18150 Mtrs</div> <div>18) Supply, Laying and testing of 2.5 Sq.mm E-Beam Copper Cable. (Existing FRLS Copper Cable has to be replaced with E-Beam Copper Cable) (Red-300 Mtrs, Black-300 Mtrs& Green- 300 Mtrs) - 49500 Mtrs.</div> <div>19) Supply, Laying and testing of 1.5 Sq.mm E-Beam Copper Cable. (Existing FRLS Copper Cable has to be replaced with E-Beam Copper Cable) (Red-350 Mtrs, Black-350 Mtrs& Green- 350 Mtrs)-57750 Mtrs.</div> <div>20) Supply, fixing and testing of 40mm dia Polyamide Conduit Pipes (NW36) (E-Beam Copper Cables has to be run through Polyamide Conduit Pipes) -2750 Mtrs</div> <div>21) Supply, fixing and testing of 25mm dia Poly Amide Conduit Pipes (NW23) (E-Beam Copper Cables has to be run through PA Conduit Pipes) -6050 Mtrs</div> <div>22) Supply, fixing and testing of 18mm dia Poly Amide Conduit Pipes (NW17) (E-Beam Copper Cables has to be run through PA Conduit Pipes) -24200 Mtrs</div> <div>23) Supply, fixing and testing of 6 Amps Switches (Modular Type) -3355 Nos</div> <div>24) Supply, fixing and testing of 16 Amps Switches (Modular Type) with indicator – 550 Nos</div> <div>25) Supply, fixing and testing of 16 Amps Sockets with complete switch Board (Modular Type) for (Induction Stove, Refrigerator) – 550 Nos</div> <div>26) Supply, fixing and testing of 6 Amps Sockets (Modular Type) (for Kitchen Socket, Store Socket, TV, Water Purifier; Desert Cooler, Electrical Chimney)- 825 Nos.</div> <div>27) Supply, fixing and testing of 3 Modular plate with frame.-110 Nos</div> <div>28) Supply, fixing and testing of 4 Modular plate with frame-110 Nos</div> <div>29) Supply, fixing and testing of 6 Modular plate with frame-550 Nos</div> <div>30) Supply, fixing and testing of 8 Modular plate with frame -220 Nos</div> <div>31) Supply, fixing and testing of 12 Modular plate with frame-330 Nos</div> <div>32) POH of AC Fans/BLDC fans, Exhaust Fans, mobile charging sockets, and light fittings</div> <div>33) Loading of (POH) overhauled electrical items (lights, fans, mobile chargers etc...) in Coaches. -55 Coaches.</div> <div>34) Rewiring of SG Coach to be done as per RDSO drawing no RDSO/TM/07/2023 Rev(1).</div>															
1.3.1.3	<div>PREFERRED MAKES FOR MATERIALS:</div> <table><tr><td>SNo.</td><td>Item</td><td>Approve brands/supplier</td></tr><tr><td>1.</td><td>MCBs, COS, RCBOs etc...</td><td>Legrand, ABB, Schneider, Havells, L&T, C&S, Siemens, BCH</td></tr><tr><td>2.</td><td>E-beam copper cable</td><td>RDSO approved sources.</td></tr><tr><td>3.</td><td>Poly Amide Conduit Pipes</td><td>RDSO approved sources.</td></tr><tr><td>4.</td><td>Modular switches and mobile charging sockets, etc,</td><td>SSK, GM, Anchor Roma, Legrand, CPL.</td></tr></table>	SNo.	Item	Approve brands/supplier	1.	MCBs, COS, RCBOs etc...	Legrand, ABB, Schneider, Havells, L&T, C&S, Siemens, BCH	2.	E-beam copper cable	RDSO approved sources.	3.	Poly Amide Conduit Pipes	RDSO approved sources.	4.	Modular switches and mobile charging sockets, etc,	SSK, GM, Anchor Roma, Legrand, CPL.
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3.	Poly Amide Conduit Pipes	RDSO approved sources.														
4.	Modular switches and mobile charging sockets, etc,	SSK, GM, Anchor Roma, Legrand, CPL.														

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	<p>NOTE: 1) The make should be got approved by ADEE/CRS/TPTY before procurement and executing the work.</p> <p>2) If any make not mentioned in the list it should be approved by ADEE/CRS/TPTY</p>															
1.3.1.4	<p>INSTRUCTIONS FOR SAFE WORKING</p> <p>The safe working instruction shall be given by the Engineer in-charge i.e., ADEE/CRS/TPTY and to be followed mandatorily by the contractor</p> <ul style="list-style-type: none">➤ The contractor shall execute work as per latest amendments of Indian Electricity Rules,1956 and CEA regulations.➤ The contractor shall supply PPE's as per the latest Standards as mentioned below and shall ensure wearing of the relevant PPEs by their workmen while carrying out the work without fail. In case of Men working at heights, it is mandatory to ensure that workmen shall wear Safety belts with safety harness. <table><tr><th>Sl.No</th><th>PPE Description</th><th>Applicable Standard</th></tr><tr><td>1.</td><td>Hand Gloves</td><td>EN388:2003 or latest</td></tr><tr><td>2.</td><td>Helmet</td><td>EN397:2012 or latest</td></tr><tr><td>3.</td><td>Safety Shoes</td><td>IS-15298:2016 or latest</td></tr><tr><td>4.</td><td>Nose Mask (Filtering Half mask – Face & Nose mask)</td><td>IS 9473:2002 or latest</td></tr></table> <ul style="list-style-type: none">➤ The contractor shall remain fully responsible for ensuring safety and in case of any accident, shall bear the cost of all damages to his/ her/their equipment's & men and also damages to the Railway.➤ Any accident or damage arising due to negligence of contractor shall be entirely his responsibility.➤ The contractor shall seek the prior permission of the nominated supervisor on power shutdown/ site clearance/ day to day execution	Sl.No	PPE Description	Applicable Standard	1.	Hand Gloves	EN388:2003 or latest	2.	Helmet	EN397:2012 or latest	3.	Safety Shoes	IS-15298:2016 or latest	4.	Nose Mask (Filtering Half mask – Face & Nose mask)	IS 9473:2002 or latest
Sl.No	PPE Description	Applicable Standard														
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3.	Safety Shoes	IS-15298:2016 or latest														
4.	Nose Mask (Filtering Half mask – Face & Nose mask)	IS 9473:2002 or latest														
1.3.1.5	<p>TOOLS & EQUIPMENT</p> <p>As required for the executing the subject work within specified time:</p> <ul style="list-style-type: none">➤ The Contractor shall supply his own hand Tools to his workers like portable drilling/cutting/grinding/ insulation megger (1000V)/multi meter/ portable welding machine etc., and consumables like drill bits/cutting/grinding/ welding rods and any other tools required during execution of works.➤ All Hand tools required for the work execution shall be contractor's responsibility and the same may be taken back after completion of the contract period.➤ Portable lighting equipment for visibility during working, if required.➤ All electrical cables & plugs															
1.3.1.6	<p>WORK FORCE</p> <ul style="list-style-type: none">➤ As the work involves electrical technical work, designated electricians to be deployed during the execution of the designated activities.➤ The contractor has to engage full time responsible qualified Diploma engineer to supervise to subject work. He should be provided with mobile and should immediately respond to calls given by the railway administration.➤ The contractor shall be prepared to execute the work on Saturdays, Sundays, and holidays, if required to minimize shutdown duration. Permission has to be obtained from the executive (ADEE/TPYS) for executing the work on Sundays/holidays or off-working hours.➤ No additional payment shall be made for working during weekends or holidays.➤ The Contractor shall ensure safety of labour engaged for executing the work as mentioned in para 1.3.1.1 above.															
1.3.1.7	<p>GENERAL INSTRUCTIONS:</p> <ul style="list-style-type: none">➤ Every effort has been made by the Railways to cover all the items required for executing the work. These items might have either been covered explicitly or implicitly in the specification, scope of work and tender schedules, the tenderer shall however, provide free of cost all such items that															

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	<p>may be required for proper execution, commissioning and performance of the equipment supplied and wiring installations carried out by them whether they are mentioned explicitly or implicitly in the specification or not. No extra claim whatsoever will be entertained by the Railways for such items provided by the contractor for proper execution or for ensuring satisfactory performance of the installations provided by them under this contract.</p> <ul style="list-style-type: none"> ➤ The execution of work shall be carried out in conformity with latest instructions and maintenance manuals of Railways with the approval of Railways nominated supervisor. ➤ The contractor should depute adequate skilled staff so as to undertake the work as per Railways Scope of Work and within the stipulated schedule timings. ➤ Material required for execution: The contractor shall not use any other material during execution other than that approved by Railways. ➤ The drawing and specifications mentioned in the scope of the work can be seen in the office of CWM office, CRS Tirupathi during office working hours, by the tenders before quoting to the work. ➤ The planning shall be finalized in consultation with the Purchaser and approved by the later in writing before commencement of the work and the Contractor shall be held responsible for the execution of the work in full compliance with approved design and drawings. Designs and drawings modified at site by the Purchaser's Engineers shall be treated as approved. However, such modifications shall be incorporated in the designs and drawings and resubmitted for formal approval. ➤ Firm has to execute the awarded work as per the above-mentioned scope of work and as per the instructions of railway site engineer.
1.3.1.8	SPECIAL INSTRUCTIONS:
	<ol style="list-style-type: none"> 1) Always positive & negative/phase & neutral cables should run in separate conduits. 2) The cable should not have any intermediate joints. 3) The color coding and marking used for positive and negative of different circuits should be as per wiring scheme and as advised by railways representative. 4) Crimping sockets of proper sizes should be used for termination of E-beam copper cable. Proper crimping procedure should be followed. 5) Proper clamping of polyamide conduit should be done including drilling work required for clamping. 6) While doing the wiring work the provision of PVC/ rubber grommets, braided sleeve, FRLT tape etc. should be ensured. 7) If PVC rigid pipe required during wiring of the coaches will be supplied by railway. 8) Whenever cable traverse through holes, orifice, slits etc. with sharp metal edges, such opening shall be provided with proper grommets/ braided sleeve. 9) If any earth fault occurs due to any reason it should be attended by the contractor. 10) SSE/TL/CRS/TPTY shall be the consignee and will inspect the work. 11) SSE/GBR/CRS/TPTY is responsible for monitoring the mechanical portion of work. 12) The contractor shall provide their representative(s)/ supervisor with valid contact numbers to the Railway administration and ensure that they have to be available during working hours of the coach. 13) The contractor has to remove the debris/garbage/wastes etc. arisen on their work and keep them in the nominated place of the workshop (as instructed by SSE/TL).
1.3.2	SCOPE OF RAILWAYS:
1.3.2.1	<p>TOOLS & EQUIPMENT: The following facilities shall be provided by the Railways:</p> <ul style="list-style-type: none"> ➤ Facility of water shall be provided by the Railway at free of cost. ➤ However, the temporary connection for Electric Supply shall be provided by railways as applies by contractor. Electricity charges to be paid by contractor. The accessories such as extension cords,

	<p>plugs and other items that are required have to be arranged and installed by the contractor as required for executing the subject work.</p> <ul style="list-style-type: none"> ➤ All the machines/tools/equipment has to be hand over to Railways by the contractor in good condition after completion of the work. Otherwise, the cost of the same (as decided by the Railways) shall be recovered from the contractor bills. ➤ SSE/TL/CRS is the supervisor in-charge for coordinating the Material and Manpower pertaining to the subject contract during execution. No work shall be executed without the intervention of SSE/TL.
1.3.2.1	<p>OTHERS:</p> <ul style="list-style-type: none"> ➤ Nomination of area for disposing of waste. ➤ Space for keeping tools, consumables etc., pertaining to contractor while executing the above work will be arranged by Railways if available. <p>NOTE: Any additional miscellaneous work relevant to the above-mentioned scope to be done by the contractor as directed by the Site Supervisor.</p>

PART-III(B)
SPECIAL CONDITIONS OF CONTRACT

1. The work should commence within 15 days from the date of issue of LOA. Any delay in commencement of work, Penalties as listed in Para 4.1 will be imposed.
2. Activity Target Time: Time is essential for the contract and work has to be completed within SEVEN (07) Working days from the date of nomination of coach to the contractor.
****Any delay in work execution attracts penalty as per penalty clause mentioned vide para 4.2**
3. **WARRANTY/GUARANTEE:**
 - (a) The contractor shall warrant that entirely new material will be used for execution of the work under the contract and the material/work will be free from all defects/faults in designs, workmanship and manufacture and shall be of the highest grade and consistent with the established standards and in full conformity with technical specifications drawings and other contract stipulations.
 - (b) This warranty shall expire 24(twenty-Four) months, from the date of acceptance of the completed work by the railway except in respect of complaints, defects and/or claims notified to the contractor before the expiry of the warranty period.
 - (c) The contractors liability in respect of any complaint, defect or claim shall be limited to the execution, installation and erection of replacement parts/equipment free of any charge, or the repair of defective parts only to the extent that such replacement or repairs are attributable to or arise from faulty workmanship or design or material in the manufacture of the equipment and also in the event of failure of the equipment to perform as intended.
 - (d) The contractor shall, if required, replace, repair, execute and/or install the goods or such portion thereof as is rejected by the railways, free of cost at site or at the option of the railway the contractor shall pay to the railway the value thereof and such other expenditure and damage as may arise by reason of the breach of the conditions herein specified.
 - (e) All replacement and repairs that the railway shall call upon the contractor to deliver or perform under this guarantee shall be delivered and performed by the contractor with in a period of 21 (twenty one) days promptly from the date of receipt of advice to that effect from the Engineer. In case where such replacement, repairs execution and/or installation takes place during warranty period the provision of

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this warranty clause shall apply to that portion until the expiry of 24 (twenty Four) months (Extended Warranty period). from the date of such replacement, repair, execution and/or installation

- (f) In case if the reported defects are not rectified satisfactorily within the above mentioned 21 days, the railway may proceed to do the work at the contractors risk and cost and also without prejudice to any other rights of the railway under this contract.
- (g) The Railway may, at its discretion, recover the ground rent for the goods which have been rejected during the warranty period, if the rejected materials are not taken over within the period of 3 (three) months by the contractor or his representative.
- (h) If the replacement at site of any parts which may be found defective in the equipment whether such equipment be of his own manufacture or those of his sub-Contractor 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.
- (i) In case of type defects in Contractor's equipment and components detected during guarantee period, Contractor should replace all such irrespective of the fact whether all such items have failed or not. The Contractor shall bear the cost or repairs carried out on his behalf by the Purchaser at site. In such a case, the Contractor shall be informed in advance of the works proposed to be carried out by the Purchaser.
- (j) If it becomes necessary for the Contractor to replace or renew any defective portion of the equipment under the para-aforesaid then the provision of the said Para shall also apply to the portions of the equipment on replaced or renamed until the expiration of six months from the date of such replacement or renewal or until the end of the above-mentioned period whichever is late. Such extension shall not apply in case of defects of a minor nature, the decision of the General Manager or his successor/nominee being final in the matter. If any defect be not remedied within a reasonable time during the aforesaid period the Purchaser may proceed to do work at the Contractor's risk and expense, but without prejudice to any other rights and remedies which the purchase may have against the Contractor in respect of such defects or faults. The repaired or renewed parts shall be delivered and erected on site free of charge to the purchaser.

4. Penalties for not adhering during the execution of the work are given below.

Sl. No.	Item	Penalty Amount
4.1	If the contractor fails to commence the work as per para 1 of part-III(B) of Tender document. Penalty per delayed day.	Rs. 10000/- (Ten Thousand)
4.2	If the contractor fails to complete the work in nominated coach within the stipulated time as per para 2 of part-III(B) of Tender document - Penalty per coach per delayed day.	Rs. 10000 /- (Ten Thousand)
4.3	If any of the violation is found regarding terms and conditions of the contract with respect to safety procedures, Discipline and execution of work as per Indian Electricity Rules	Rs.500/- per occasion (Five Hundred)
4.4	In case of occurrence of failure attributable due to poor workmanship, poor Material quality or fabrication defects etc., during the warranty period, penalty per occasion	Rs.20000 /- (Twenty Thousand)
4.5	If Contract fails to rectify the failure intimated by this office within 7 calendar days during the warranty period, penalty per delayed week or part thereof.	Rs.30000 /- (Thirty Thousand)
4.6	Non-deployment of diploma holder. Penalty per month (per day penalty calculated considering working days during that particular	Rs. 25000/- (Twenty-five Thousand)

Signature of Tenderer

Sl. No.	Item	Penalty Amount
	month) as per RB letter no. 2012/CE-I/CT/O/20 dated 10.05.2013	
4.7	Failure to wear identity cards during working. Penalty per occasion	Rs.50/- (Fifty)
4.8	Failure to ensure wearing of uniform/PPEs by the contract staff as per standards mentioned at para 1.3.1.4 of part-III(A) of this document. Penalty per occasion	Rs.200/- (Two Hundred)
4.9	If any of the contractor's staff found consumed any alcoholic drinks or narcotic drugs	<ul style="list-style-type: none"> Rs.10,000/- per occasion shall be imposed and recovered from the contractor's bill. Particular staff will be dealt according to the Railways Laws in force from time to time.

4.10 The decision of Tender Accepting Authority regarding the imposition of penalties is final and binding up on the contractor.

5. INSPECTION FOR MATERIAL – RITES & CONSIGNEE as per applicability mentioned below.

- As per PCEE/SCR office letter no.E.29/P/Vol.XI dated 27.09.2017. Pre-inspection of items should be obtained by the contractor from RITES/RDSO for the material procured through works contract for which supply items value is more than Rs. 5.0 lakhs.
- For the items value less than Rs. 5.0 lakhs, Consignee inspection is mandatory and Proforma for consignee inspection certificate is placed at Annexure-XII.

RITES INSPECTION CHARGES

The charges for RITES inspection will be borne by Railways for 1st. inspection, If the materials are failed, contractor has to bear the inspection charges for the subsequent inspections till the material passes the RITES inspection.

PENALTY STATEMENT

Name of the Work: Long Term Safety measures for Electrical installations in Track Machine camping coaches at Carriage Repair Shop, Tirupati for a period of 36 Months

Date:

Period From:

To:

Sl. No.	Penalty Clause	Penalty imposed in Rs.	Remarks
1.	Penalty imposed in terms of Clause No. 4.1 of Part-III(B) of this document		
2.	Penalty imposed in terms of Clause No. 4.2 of Part-III(B) of this document		
3.	Penalty imposed in terms of Clause No. 4.3 of Part-III(B) of this document		
4.	Penalty imposed in terms of Clause No. 4.4 of Part-III(B) of this document		
5.	Penalty imposed in terms of Clause No. 4.5 of Part-III(B) of this document		
6.	Penalty imposed in terms of Clause No. 4.6 of Part-III(B) of this document		
7.	Penalty imposed in terms of Clause No. 4.7 of Part-III(B) of this document		
8.	Penalty imposed in terms of Clause No. 4.8 of Part-III(B) of this document		
9.	Penalty imposed in terms of Clause No. 4.9 of Part-III(B) of this document		

SSE/TL/CRS/TPTY

ADEE/TPYS

ANNEXURE-B

**Contractor Compliance Self Certification
(w.r.t. Acts/Statutory regulations/rules related to contract labour engagement)**

I/We__ have complied all applicable Acts, Laws, rules & regulations of govt. of India and Local govt. w.r.t. contract labour engagement for the__ month__ year in carrying out outsourcing contract work **Long Term Safety measures for Electrical installations in Track Machine camping coaches at Carriage Repair Shop, Tirupati for a period of 36 Months**

Date:

Signature of the Contractor
representative and name

Place:

Contractor firm seal:

Signature of Tenderer

PART- IV
SCHEDULE OF RATES AND QUANTITIES

Name and place of work: Long Term Safety measures for Electrical installations in Track Machine camping coaches at Carriage Repair Shop, Tirupati for a period of 36 Months

Total Estimated cost: Rs. 1,72,81,660/- (Rupees One Crore Seventy-Two Lakhs Eighty-One Thousand Six Hundred and Sixty only)

Table-1: Approximate Estimated Rates and Quantities: -

Sl. No	Item Description	Qty	Unit	Rate Incl GST (Rs.)	Total cost
Schedule-A: Improvements in Camping coach electrical works (Short and Long term measures for Electrical Installations)					
1	Supply of Industrial Plug and socket DB 63A, 2P+N+E+FP confirming to IEC 61439-3 suitable for flush mounting and surface mounting.	110	Nos	13393	1473230
2	Supply of Rotary change over switch 63A,440V, 2P, 2 way heavy duty	165	Nos	1882	310530
3	supply of RCBO Rated current (In) 63 A, 2P (Phase + Neutral), rated voltage 230 V AC, frequency 50Hz, residual current sensitivity (I Δ n) 100 mA as , breaking capacity 6 kA or 10 kA (model dependent), tripping curve C suitable for DIN rail mounting.	55	Nos	8384	461120
4	Supply of Duration monitoring relay	55	Nos	1888	103840
5	Supply of 2 Amps, SP MCB (Desert Cooler; TV Set; Exhaust Fans, Electrical Chimney)	220	Nos	609	133980
6	Supply of 4 Amps, SP MCB (Kitchen Socket, Store Socket)	110	Nos	609	66990
7	Supply of 6 Amps, SP MCB (Refrigerator)	110	Nos	363	39930
8	Supply of 10 Amps, SPN MCB (1-Tonne AC; Lights & Fans)	220	Nos	1163	255860
9	Supply of 16 Amps, SPN MCB (Induction Stove)	110	Nos	1163	127930
10	Supply of 25 Amps, SPN MCB	55	Nos	1163	63965
11	Supply of 16 way SPN distribution board (double door)	55	Nos	4807	264385
12	Supply of 16 Sq.mm E-Beam Copper Cable. (Existing FRLS Copper Cable has to be replaced with E-Beam Copper Cable) (Red-50Mtrs, Black-50 Mtrs & Green-50 Mtrs)	8250	Mtrs	215	1773750
13	Supply of 4 Sq.mm E-Beam Copper Cable. (Existing FRLS Copper Cable has to be replaced with E-Beam Copper Cable) (Red-110 Mtrs, Black-110 Mtrs & Green- 110 Mtrs)	18150	Mtrs	81	1470150
14	Supply of 2.5 Sq.mm E-Beam Copper Cable. (Existing FRLS Copper Cable has to be replaced with E-Beam Copper Cable) (Red-300 Mtrs, Black-300Mtrs & Green- 300 Mtrs)	49500	Mtrs	44	2178000

Signature of Tenderer

Sl. No	Item Description	Qty	Unit	Rate Incl GST (Rs.)	Total cost
15	Supply of 1.5 Sq.mm E-Beam Copper Cable. (Existing FRLS Copper Cable has to be replaced with E-Bam Copper Cable) (Red-350 Mtrs, Black-350Mtrs & Green- 350 Mtrs)	57750	Mtrs	36	2079000
16	Supply of 40mm dia Poly Amide Conduit Pipes (E-Beam Copper Cables has to be run through PA Conduit Pipes)	2750	Mtrs	177	486750
17	Supply of 25mm dia Poly Amide Conduit Pipes (E-Beam Copper Cables has to be run through PA Conduit Pipes)	6050	Mtrs	64	387200
18	Supply of 18mm dia Poly Amide Conduit Pipes (E-Beam Copper Cables has to be run through PA Conduit Pipes)	24200	Mtrs	24	580800
19	Supply of 6 Amps Switches (Modular Type)	3355	Nos	66	221430
20	Supply of 16 Amps Switches (Modular Type) with indicator	550	Nos	236	129800
21	Supply of 16 Amps Sockets with complete switch Board (Modular Type) – (Induction Stove, Refrigerator)	550	Nos	388	213400
22	Supply of 6 Amps Sockets (Modular Type) (for Kitchen Socket, Store Socket, TV, Water Purifier; Desert Cooler, Electrical Chimney)	825	Nos	177	146025
23	Supply of 3 Modular plate with frame	110	Nos	185	20350
24	Supply of 4 Modular plate with frame	110	Nos	222	24420
25	Supply of 6 Modular plate with frame	550	Nos	304	167200
26	Supply of 8 Modular plate with frame	220	Nos	398	87560
27	Supply of 12 Modular plate with frame	330	Nos	507	167310
28	Rewiring of SG Coach, Refrigeration Works (3 AC Units), Loading / Unloading of Fridge /Deep Freezer (Each), POH of AC Fan (1 No.) (In Camping Coach 19 Fans), POH of Exhaust Fan (1 No.)(In Camping Coach 2 Exhaust Fans), Unloading / Loading of Fan (1No.) + 2 Exhaust Fan (In Camping Coach 19 Fans), POH of Light Fitting (1 Nos) (In Camping Coach 24 Light Fittings) including erection, testing and commissioning of all the above coaches	55	Coach	35596	1957780
29	Attention of Panels and ceiling related to Mechanical portion	55	Coach	34345	1888975
GRAND TOTAL FOR 55 COACHES (INCLUDING GST)					17281660

Note:

- A) The above rates are inclusive of required material and labour, GST, statutory payments like ESI, EPF & Bonus, PPEs, Tools & equipments and all other taxes & duties etc.,
- B) All the applicable cess charges, levies, duties shall be deducted from the contractor from running bills as per the prevailing rate.

We agree to abide by the extent rules and regulations of Railways stipulated under item 1 to 40 of general conditions of the contract and also the rules laid down in the special conditions of the contract.

Table-2: Tenderers offer in common %

RATES MAY BE QUOTED IN PERCENTAGE (%) Above (+) or Below (-) or Equals to (=) Over estimated cost IN THE FOLLOWING TABLE		
Name of the Work: Long Term Safety measures for Electrical installations in Track Machine camping coaches at Carriage Repair Shop, Tirupati for a period of 36 Months		
Total Approximate Estimated value	Rate offered by contractor in Percentage (%)	
	In Figures	In words
Rs. 1,72,81,660 /-		

Guidelines for quoting the Rates:

- 1 The above rates are inclusive of required material and labour, GST, statutory payments like ESI, EPF & Bonus, PPEs, Tools & equipments and all other taxes & duties etc.,)
- 2 All the applicable taxes, cess charges, levies, duties etc. will be deducted/ recovered from the amount payable to firm under this contract.
- 3 The contractor should have to pay statutory payments like EPF, ESI & Bonus etc., to the contract staff engaged for the subject work without fail and proof of such payments made shall have to be submitted to railways along with the bills for ensuring the compliance. However, Railways will not reimburse the same to the contractor.
- 4 Tender shall quote the rates in Percentage (%) above/At Par/below estimated cost in **Table-2**. Percentage rate quoted in **Table-2** will be applied uniformly on each item of work shown in **Table-1**.
- 5 Any addition or variation of statutory taxes, levies and duties after the date of opening of tender shall be paid to the contractor after production of necessary document proof. Similarly benefit of reduction/ abolition of duties, taxes or levies, if any, should be passed on to Railway.
- 6 Tenderer is instructed to carefully go through the Tender Schedule/Scope of Work, Measurement of Work & also visit the Site, before quoting his own percentage rates.

I/We undertake to do the work at _____ AT PAR/% above/below the Schedule of Rates of the CRS/TPTY/S.C. Railway as applicable to GTL Division or at the rates quoted above for each item.

Signature of Tenderer with Seal & Date:

Signature of Tenderer

GENERAL CONDITIONS OF CONTRACT

The "General Conditions of Contract", governing the performance of the works covers by this contract is the "General Conditions of Contract", for the user in connection with Civil Engineering works of South-Central Railway as amended from time to time and up dated.

A copy of the booklet incorporating the above "General Conditions of Contract" may be pursued or purchased from the office of the Principle Chief Engineer, South Central Railway, Rail Nilayam, Secunderabad

In signing this agreement, it would be deemed that the contractor has kept himself fully informed of the provision of the "General Conditions of Contract" including all corrections and amendments issued up to the date of this tender notice.

**For CHIEF WORKSHOP MANAGER
Carriage Repair Shop, S.C. Railway, Tirupati,
for & on behalf of the President of India**

SOUTH CENTRAL RAILWAY
CONTRACT AGREEMENT OF WORKS
(Not to be filled at the time of submission of the tender)

CONTRACT AGREEMENT NO. _____ Dated _____ 24.

ARTICLES OF AGREEMENT made this ____ day of _____ 20____ between President of India acting through the Railway Administration hereafter called the "Railway" of the one part and _____ herein after called the "Contractor" of other part.

WHEREAS the Contractor has agreed with the Railway for performance of the works _____ set forth in the Bill(s) of Quantities hereto annexed upon the Standard General Conditions of Contract, updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents and the Specifications of _____ updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents and the applicable Standard Schedule of Rates (SSOR) of _____ updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents and the Special Conditions and Special Specifications, if any and in conformity with the drawings here-into annexed AND WHEREAS the performance of the said works is an act in which the public are interested.

NOW THIS INDENTURE WITNESSETH that in consideration to the payments to be made by the Railways, the Contractors will duly perform the said works in the said schedule set forth and shall execute the same with great promptness, care and accuracy in a workman like manner to the satisfaction of the Railway and will complete the same in accordance with the said specifications and said drawings and said conditions of contract on or before the _____ day of 20____ and will maintain the said works for a period of _____ Calendar months from the certified date of their completion and will observe, fulfill and keep all the conditions therein mentioned (which shall be deemed and taken to be part of this contract, as if the same have been fully set forth herein), AND the Railway, both hereby agree that if the Contractor shall duly perform the said works in the manner aforesaid and observe and keep the said terms and conditions, the Railway will pay or cause to be paid to the Contractor for the said works on the final completion thereof the amount due in respect thereof at the rates specified in the Bill(s) of Quantities hereto annexed.

Signature of Contractor

For Chief Workshop Manager
for and on behalf of THE PRESIDENT OF INDIA
(Carriage Repair Shop, Tirupati)

Contractor Address

Date:

Date:

Signature of **Witnesses** (to Signature of Contractor) with address:

Witnesses:

Signature of Tenderer

GUARANTEE BOND**(On Stamp Paper of requisite value)(To be used by approved Scheduled Banks)**

1. In consideration of the President of India, acting through the AWAQ, Carriage Repair Shop, Tirupati (hereinafter called 'Government') having agreed to exempt _____ herein after called the said Contractor (s)') from the demand, under the terms and conditions of Agreement No. _____ dated _____ made between _____ and _____ for _____ (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 irrevocable Bank Guarantee amounting to 5% of the contract value i.e. Rs. _____ only. We _____ (indicate the name of Bank) (hereinafter referred to as 'the Bank' at the request of _____ Contractor(s) do hereby undertake to pay to the Government an amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor (s) of any of the terms or conditions contained in the said Agreement.
2. We undertake to keep this performance guarantee in force till satisfactory completion of the work and maintenance period is over.
3. We, _____ (indicate the name of the bank) do hereby undertake to pay the amounts 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 or any breach by the said Contractor(s) of any of the terms and 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. _____.
4. 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 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 thereunder and the Contractor(s)/Suppliers) shall have no claim against us for making such payment.
5. 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 CWM, Carriage Repair Shop, Tirupati 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 _____ we shall be discharged from all liability under this guarantee thereafter.
6. 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 for bearance, act or omission on the part of the Government or any indulgence by the Government or by any such matters or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/ Supplier(s).
8. 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 _____ for _____.

Witness

1

2. * * * *

(SIGNATURE)**BANK****Signature of Tenderer**

NEFT is mandatory from 01-01-2008. No Registration/Renewal of Firms will be granted without NEFT system after 01-01-2008. All payments after 01-04-2008 will be made only through NEFT/RTGS. Firms to keep the Mandate Form along with their offers. Purchase order will not be issued without Mandate Forms.

**NATIONAL ELECTRONIC FUNDS TRANSFER (NEFT)
MANDATE FORM (NEW)**

From:

M/s.

Date:

**To,
AWAO/CRS,
TIRUPATI,
SOUTH CENTRAL RAILWAY,
TIRUPATI.**

Sub: NEFT Payments.

* * *

We prefer to the NEFT being set up by S.C.Rlys. For remittance of our payments using RBI's NEFT scheme. Our payments may be made through the above scheme to our under noted account.

Name of the City :

Bank Code No. :

Name of the Bank :

Branch Address :

Branch Tel/Fax No. :

Supplier's/Contractor's Account No. :

Type of Account :

IFSC Code for NEFT :

IFSC Code for RTGS :

Supplier's/Contractor's name as per account :

Telephone No. of Supplier/Contractor :

Supplier's/Contractor's E-mail ID :

PAN No. :

Signature of Supplier/Contractor
Stamp & Address

Confirmed by Bank :

Enclose a copy of cancelled cheque

Signature of Tenderer

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

(As per ACS No.4 vide RB Lr.No. 2022/CE-I/CT/GCC-2022/Policy dt:07/08/2023)

I..... (Name and designation)** appointed as the attorney/authorized signatory of the tenderer (including its constituents),

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

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

SEAL AND SIGNATURE
OF THE TENDERER

Place:

Dated:

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

This certificate is to be given by each member of JV or Partners of Partnership firm/LLP/etc.

Signature of Tenderer

(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

1. **ENGINEERING ORGANIZATION AVAILABLE ON HAND**

Sl.No	Name & Designation of Employee	Qualification	Previous Experience	Working	
				From	To
01	02	03	04	05	06
A					
B					
C					
D					

2. **ENGINEERING ORGANIZATION PROPOSED TO BE ENGAGED FOR THIS WORK FROM ABOVE.**

Sl.No	Name & Designation of Employee	Qualification	Previous Experience	Remarks
01	02	03	04	05
A				
B				
C				
D				

3. **ENGINEERING ORGANIZATION PROPOSED TO BE ENGAGED FOR THIS WORK FROM OUTSIDE**

(A SUITABLY WORDED CONSENT LETTER FROM SUCH A PERSON SHOULD BE OBTAINED AND ENCLOSED)

Sl.No	Name & Designation of Employee	Qualification	Previous Experience	Remarks
01	02	03	04	05
A				
B				
C				
D				

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)

Signature of Tenderer

1. PLANT & MACHINERY AVAILABLE ON HAND

Sl. No.	Particulars of machinery, Plant & equipment	No. of units	Kind and make	Capacity	Age and condition	Approx. cost in Rs. In lakhs	Purchase Bill No & Date and Registration particulars
01	02	03	04	05	06	07	08
A							
B							
C							
D							

2. PLANT & MACHINERY PROPOSED TO BE INDUCTED FROM ABOVE.

Sl. No.	Particulars of machinery, Plant &	No. of units	Kind and make	Capacity	Age and condition	Approx. cost in Rs. In lakhs	Purchase Bill No & Date and Registration particulars
01	02	03	04	05	06	07	08
A							
B							
C							
D							

3. PLANT & MACHINERY PROPOSED TO BE INDUCTED FROM OUTSIDE

Sl. No.	Particulars of machinery, Plant & equipment	No. of units	Kind and make	Capacity	Age and condition	Approx. cost in Rs. In lakhs	If to be purchased, give likely date of receipt and supplier's Name.
01	02	03	04	05	06	07	08
A							
B							
C							
D							

EXPERIENCE CERTIFICATE

Date:

Sl. No.	Work Details	Details
1	Name of Work	
2	Agreement Number, date and name of the agency	
3	Agreement value in Rupees (in words and figures)	
4	Due date of completion	
5	Number of Extensions granted	
6	Actual date of completion of Work	
7	Value of Final Bill if passed (in words)	
8	Work completed but Final measurements not recorded a) Amount paid so far as in CC Bill No.	
9	Work completed, Final measurements recorded with positive variation which is not sanctioned yet a) Amount so far paid as in CC Bill No.	
10	Work completed, if Final measurements recorded with positive variation whichever is lower	

Note:

- 1) This certificate in this proforma is to be issued only for **Completed Work**.
- 2) This certificate to be issued only by Executive in charge officer of the work. This type of Certificate may be obtained from Superintendent Engineer in charge of the Work from State Government.

Signature :
 Name of Officer :
 Designation :
 Address :
 Office Seal :

Signature of Tenderer

LIST OF WORKS ON HAND WITH THE TENDERER

Sl. No.	Name of Work	Agreement No. and Date	Designation and address of agreement signing authority	Agreement value in lakhs	Bill amount paid so far in lakhs	Due date of completion	Number of extensions taken
Railway Works							
A							
B							
C							
State Govt. Works							
A							
B							
C							

NAME OF THE TENDERER

ANNEXURE-X

PROFORMA FOR PAST EXPERIENCE & PERFORMANCE

Sl. No.	Name, address, telephone No., Fax No. etc., of customer/organization	Value of Contract (Rs.)	Agreement No. & date	Date of completion	Remarks

Signature of Tenderer

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 **Chief Workshop Manager,**

(Carriage Repair Shop, Tirupati)

S.C. Railway,

Beneficiary: Railway

Date:.....

Bank Guarantee Bond No.:

Date:-----

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

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

AND

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

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

Signature of Tenderer

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.

Proforma for 'UNIFIED INSPECTION CERTIFICATE OF MATERIAL'

(Ref: PCEE/SCR Lr. No. E.207/6/P/HQ Dated: 17.04.2019)

1. Contract/PO No & Date :
2. Name of work/Item :
3. Firm/Contractor Name & Address :
4. Indenter :
5. Consignee :
6. Item/Store Received Date :
7. Date of Inspection :
8. Certificate that the item/stores noted below have been inspected and the results of the inspection are as under:

Sl. No	Item No as per schedule	Description of material	Unit	Qty as per Agt.	Qty already passed	Qty now offered for inspection	Qty Now passed	Result of Inspection	DMTR Sl.No & Date	Remarks If any

- Note: 1. Test certificates of OEM/Accredited laboratory shall be ensured wherever applicable. Further the details of checking/ testing done by consignee wherever applicable should be enclosed.
2. Guarantee/Warranty should also be ensured while conducting the inspection by consignee.

Name, Designation
of Custodian of Stores

Name, designation of
Inspecting Supervisor

Name, designation of
Inspecting Officer

Signature of Tenderer

Insurance Surety Bond for Performance Security

Name of the issuer of surety bond:

President of India,

Acting through.....,

.....

Railway.

Date.....

.....

Surety Bond No:.....

Issue Date:.....

Amount of Bond:.....

Expiry Date:.....

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

AND

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

Signature of Tenderer

SB No:

Date:

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

1. KNOW ALL MEN by these present that I/We, the undersigned [*Insert name(s) of authorized representatives of the Surety*], being fully authorized to sign and incur obligations for and on behalf of the Surety, confirm that the Surety, hereby, unconditionally and irrevocably Bond to pay the Railway the full amount in the sum of XXXX (**Rupees XXXX Only**) as above stated.
2. The Surety undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway on the Surety shall be final, conclusive and binding, absolute and unequivocal notwithstanding any disputes raised/pending before any Court, tribunal, arbitration or any authority or any threatened litigation by the Bidder or Bank.
3. On payment of any amount less than aforementioned full amount, as per demand of the Railway, the Bond shall remain valid for the balance amount i.e. the aforementioned full amount less the payment made to the Railway.
4. The Surety shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the contractor and without the Railway being required to show grounds or give reasons for its demand or the amount demanded.
5. The Surety Bond shall be unconditional and irrevocable.
6. The Bond hereinbefore shall not be affected by any change in the constitution of the Surety or in the constitution of the Contractor.
7. The Surety agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the Railway and the Contractor, will in any way release us from the liability under this Bond; and the Surety, hereby, waives any requirement for notice of any such change, addition or modification to the Surety.
8. This Bond is valid and effective from the date of its issue, which is [*insert date of issue*]. The Bond and our obligations under it will expire on XXXX (*Expiry Date*). All demands for payment under the Bond must be received by us on or before that date.
9. The Surety agrees that the Railways right to demand payment of aforementioned full amount in one instance or demand payments in parts totalling up to the aforementioned full amount in several instances will be valid until either the aforementioned full amount is paid to the Railway or the Bond is released by Railway before the Expiry date.
10. The Surety agrees that its obligation to pay any amount demanded by the Railway before the expiry of this Bond will continue until the amount demanded has been paid in full.
11. The expressions Surety and Railway hereinbefore used shall include their respective successors, administrators and assigns.
12. The Surety hereby undertakes not to revoke the Bond during its currency, except with the previous consent in writing of the Railway. This Bond is subject to the Uniform Rules for Demand Bonds, ICC Publication No. 758.
13. We, the Surety Insurer, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, tribunal, arbitrator or any other authority.
14. The Bond shall be in addition to and without prejudice to any other security Bond (s) of the contractor in favour of the Railway available with the Railway. The Surety, under this Bond, shall be deemed as Principal Debtor of the Railway.

Notwithstanding anything to the contrary contained in these presents,

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

Signature of Tenderer

under this Bond shall be forfeited and the Surety shall be relieved and discharged from all liabilities under this Bond irrespective of whether or not the original Surety bond is returned to the Surety.

Dated the day of 202

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

Place.....

Bank's Seal and authorized signature(s)

[Name in Block letters].....

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

[P/Attorney] No.

Witness

1.

2.

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

END OF THE DOCUMENT