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SOUTHERN RAILWAY

ELECTRICAL TRACTION DISTRIBUTION BRANCH MDU DIVISION

TENDER No. U-TRD-OT-26-27-IV-1

TENDERDOCUMENT – PART 1

Tender for

MDU DIVISION – PROVISION OF POWER QUALITY RESTORERS FOR AC TRACTION SYSTEMS AT THE TRACTION SUBSTATIONS IN PALANI, GOMANGALAM, MANAMADURAI, RAMANATHAPURAM AND TENI

Issued by

**Divisional Railway Manager (Electrical Traction Distribution),
Madurai Division, Southern Railway,
Madurai–625016**

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1.0 GUIDELINES FOR E-TENDERS

The tenderer(s)/contractor(s) indenting to apply for E- tender for works in Electrical TRD Branch of MDU Division need to get enrolled in the E-tender portal: www.ireps.gov.in and only online tenders will be accepted. The bidders will have to make payment towards Bid Security against works tenders through online payment modes like net banking, debit/credit cards etc., available on E-tender portal or it may be submitted in the form of Bank Guarantee as per GCC. It is the responsibility of the Tenderer(s)/Contractor(s) to obtain necessary Digital Signature certificates for participating in the E-Tender.

In the e-tendering process, it is mandatory that every tenderer/contractor/firm registered with www.ireps.gov.in to submit your bank details i.e. Name of the Bank along with Bank Branch Code, Account Number, IFSC Code, and PAN Number. [As the entry into www.ireps.gov.in is controlled by Digital Signature certificate, a separate signature is not required]

The Senior Divisional Electrical Engineer/Traction Distribution/MDU Division/Southern Railway, for and on behalf of the President of India invites ONLINE Open Tenders for the said works as per Tender notice issued by this office in our E-Tender portal “www.ireps.gov.in”. The Tenderer(s)/Contractor(s) intending to apply for this E-Tender, need to get enrolled in the aforesaid E-Tender portal and only online tenders will be accepted. It is the responsibility of the Tenderer(s)/Contractor(s) to obtain necessary Digital Signature Certificates for participating in the E-Tender.

1.1. Bid Security Submission:

Online payment gate way available on IREPS portal through multiple bank net banking, debit card and credit cards only or it may be submitted in the form of Bank Guarantee as per GCC.

1.2. Filling of E-Tenders:

a) Tenders should be duly filled in (on the assigned space), duly signed with the digital signature and submitted online. All mandatory fields marked (*) have to be filled by the tenderers.

b) Tenderers must fill-in the techno-commercial offer form (consisting of eligibility criteria, terms and conditions, performance statement, checklist & special conditions etc.), financial offer form and attach scanned copy of all necessary documents.

1.3. Compliance to Special Conditions/ Checklist for Vendor:

Vendors are advised to complete the “Compliance to special tender condition/Checklist” with each offer specifically stating “yes” or “no” against each special condition/checklist.

1.4. Bid Submission:

1.4.1. E-bid along with the relevant documents must be uploaded and digitally signed with the digital signature of the pre-authorized personnel of the tenderer already registered with the IREPS website. Digital signature used must be “Class IIIB with Company Name” obtained from G.O.I. approved Certifying Authority.

1.4.2. Tenderers must look out for NIT for as soon as it is available in IREPS website and upload their offer well in advance without waiting for closing date and time, to avoid last minute hassles in their own computer system or communication line. Railway will not be responsible for non-participation of vendors due to any technical problems on the day of tender closing time.

1.4.3. Only bids received in the Electronic tender box available on the Web Site www.ireps.gov.in will be considered.

1.4.4. The e-procurement system does not permit submission of any offer after the closing date and time of that e-Tender. Hence, there is no scope of any Late/Delayed offers in the online bidding process.

1.4.5. All possible fluctuations, in the rate of labour, material and general commodities, and other possibilities of each and every kind which may affect the rates, should be considered and kept in view before

quoting the rates and no claim on this account shall be entertained by the Railway under any circumstances except the price escalation payable as per price variation clause, if any, provided separately in the tender documents. The Tenderer/Contractor should quote realistic, reasonable and correct rate for each and every item of the schedule/s. Each and every item will be considered on its merits. Railway in furtherance of the provision of GCC, reserve the right to delete any item or items from the scope of the tender after opening of the offers and to accept the tender in whole or in part or reject any tender in whole or in part irrespective of the size or the value or scope of such deletion without assigning reasons for such action. The tenderer/contractor shall have no claim whatsoever in this regard.

1.4.6. Tenderer Should 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 who may send a written intimation to all Tenderers. It shall be understood that every endeavour has been made to avoid any error which can materially affect the basis and scope of the tender and the Successful Tenderer shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no claim on account thereof.

1.4.7. Tender should be quoted as per tender conditions and the tenderer should not add/modify any conditions. If any additions/deletions/modifications are indicated by the tenderer such additions/deletions/modifications, if any must be made by the tender/s in a covering letter with the tender. The railway reserves the right not to consider conditional tenders and reject the same without assigning any reason. Only those conditions which are explicitly accepted by the Railway shall form part of the contract

1.5. Documents to be attached/uploaded along with the E-Bid:

The scanned copies of following documents should be up-loaded along with the e-bid at the time of submission of bid.

- a) List of personnel available on hand, and proposed to be engaged for the subject work.
- b) List of works completed. (Attested copy of supportive documents should be enclosed).
- c) List of works on hand. (Attested copy of supportive documents should be enclosed).
- d) Bank reference and other related details.

Note:

Manual offers shall NOT be accepted against E-Tenders, even if they are submitted on the Firm's letterhead/ any other form acquired or downloaded, and, submitted before closing time. All such manual offers shall be considered as invalid offers and shall be rejected summarily without any consideration.

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2.0 TENDER FORM (FIRST SHEET)

Tender No. : U-TRD-OT-26-27-IV-1

Name of work : MDU DIVISION – PROVISION OF POWER QUALITY RESTORERS FOR AC TRACTION SYSTEMS AT THE TRACTION SUBSTATIONS IN PALANI, GOMANGALAM, MANAMADURAI, RAMANATHAPURAM AND TENI

To

The President of India,

Acting through the Divisional Railway Manager (Electrical Traction Distribution Branch),

MDU Division, Southern 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 tender open for acceptance for a period of ____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 Southern 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 **18 months** from the date of issue of letter of acceptance of the tender.

2. I/We also hereby agree to abide by the Indian Railways Standard General Conditions of Contract, with all correction slips up-to-date and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by Railway in the annexed Special Conditions/Specifications, Standard Schedule of Rates (SSOR) with all correction slips up-to-date for the present contract.

3. A Bid Security of _____has already been deposited online/ submitted as Bank Guarantee bond. Full value of the Bid Security shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if:

(a) I/We do not submit the Performance Guarantee within the time specified in the Tender document;

(b) I/We do not execute the contract documents within seven days after receipt of notice issued by the Railway that such documents are ready; and

(c) I/We do not commence the work within fifteen days after receipt of orders to that effect.

4. (a) I/We am/are a Startup firm registered by Department of Industrial Policy and Promotion (DIPP) and my registration number is valid upto (Copy enclosed) and hence exempted from submission of Bid Security.

5. We are a Labour Cooperative Society and our Registration No. is With and hence required to deposit only 50% of Bid Security.

6. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.

Signature of Witness:

(1)

(2)

Signature of Tenderer(s)

Date

Address of the Tenderer(s)

3.0 INSTRUCTIONS TO TENDERERS

The President of the Union of India acting through the Sr. Divisional Electrical Engineer, Electrical TRD, MDU Division, Southern Railway invites online tenders through the official portal of Indian Railways E-Procurement System (IREPS) Website. It shall be noted that the president of the Union of India is not bound to accept the lowest or any tender or assign any reason for doing so and reserve the right to accept or discharge the tender at any stage in respect of whole or any portion of the items specified.

The tenderers are advised to carefully read this Tender Document in conjunction with Indian Railways Standard General Conditions of Contract for Works - April 2022 with amendments before participating in this tender.

3.1. Cost of Tender Form:

E-Tender Forms shall be issued free of cost to all tenderers, as per Part I – Clause 3 of Indian Railways Standard General Conditions of Contract for Works - April 2022. Hence, no amount towards the cost of Tender Form is required to be deposited by the tenderer.

3.2. Bid Security:

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

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

Note:

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

b) It shall be understood that the tender documents have been issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Engineer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the Railway.

c) If his tender is accepted this Bid security mentioned in sub clause (a) above will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract. The Bid security of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.

2. The Bid Security shall be deposited either in cash through e-payment gateway or submitted as Bank Guarantee bond from a scheduled commercial bank of India or as mentioned in tender documents. The Bank Guarantee bond shall be as per **Appendix – D** and shall be valid for a period of 90 days beyond the bid validity period.

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

- i. A scanned copy of the Bank Guarantee shall be uploaded on e-Procurement Portal (IREPS) while applying to the tender.

- ii. The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document before closing date for submission of bids. **(i.e. excluding the last date of submission of bids).**
- iii. **Non submission of scanned copy of Bank Guarantee with the bid on e-tendering portal (IREPS) and/or non-submission of original Bank Guarantee within the specified period shall lead to summary rejection of bid.**
- iv. The Tender Security shall remain valid for a period of 90 days beyond the validity period for the Tender.
- v. The details of the BG, physically submitted should match with the details available in the scanned copy and the data entered during bid submission time, failing which the bid will be rejected.
- vi. The Bank Guarantee shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification **“Bid for the ***** Project”** and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of the envelope.
- vii. The envelope shall be addressed to the officer and address as mentioned in the tender document.
- viii. If the envelope is not sealed and marked as instructed above, the Railway assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.
- ix. **Bid Security in the form of Bank Guarantee shall be submitted to:**
The Senior Divisional Electrical Engineer (Traction Distribution branch),
DRM office, Southern Railway, Madurai, Tamilnadu – 625 016.

3.3. Submission of tender:

- a) This Tender is called as per ‘TWO PACKET SYSTEM’ of bid evaluation in which the technical evaluation of bids will be completed first and the financial bids of only the technically responsive bids are opened, for further evaluation.
- b) The first packet is called “Technical Bid” and the second packet is called “Financial Bid”. All documentary proofs are to be submitted in Technical Bid to judge the technical suitability of the tenderer/s. The Financial Bid consists of Schedule of rates (price bid).
- c) However, if on the basis of information contained in the first packet, the Tender Committee needs clarification regarding processes, specifications etc. communication can be initiated with the bidders.
- d) Technical bid will be opened first. After judging the technical suitability of the tenderer/s, Financial bid will be opened. Only that tenderer/s whose Technical bids have been accepted and have met all technical eligibility criteria of the tender shall qualify in Financial Bid opening.
- e) Before submitting a bid, the bidder shall be deemed to have satisfied himself by actual inspection of the site and locality of the services, that all conditions liable to be encountered during the delivery of the services are taken into account and that the rates he enters in the bid forms are adequate and all-inclusive to accord with the all provisions of the technical specification, tender documents, General Condition of Contract – April 2022 (incl all it’s revisions and amendments) and to the entire satisfaction of the Engineer.
- f) All rates quoted in the tenders shall be deemed to be inclusive of all taxes, GST and duties, etc., as applicable and payable by the contractor to the Govt. or any public body and no additional amount/rate or claim will be entertained on this account by the Railways.
- g) The Packet-1 Technical Bid opened on the nominated day will be considered for short-listing the tenderers as per the Eligibility Criteria and other stipulations in the Tender Document. The Packet 2 Financial/Commercial/Price Bids corresponding to the qualified technical bids which are short-listed as a result of

evaluation only will be opened as mentioned above. The tenderers shall note that no intimation will be sent to the tenderers who are not short-listed.

h) Tender should be quoted as per tender conditions and the tenderer should not add/modify any conditions. If any additions/deletions/modifications are indicated by the tenderer such additions/deletions/modifications, if any must be made by the tender/s in a covering letter with the tender. The railway reserves the right not to consider conditional tenders and reject the same without assigning any reason. Only those conditions which are explicitly accepted by the Railway shall form part of the contract

3.4. Validity of offer:

The tenderer shall keep the offer open for a minimum period as mentioned in uploaded tender details (NIT Header) within which period the tenderer cannot withdraw his offer subject to the period being extended further if required by mutual agreement from time to time. Any contravention of the above condition will make the tenderer liable for forfeiture of his full amount of Bid security.

3.5. Eligibility Criteria:

Sl. No	Certificate	Minimum Criteria
1	Technical Eligibility Criteria:	<p>(a) The tenderer must have successfully completed or substantially completed any of the following during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:</p> <ol style="list-style-type: none"> 1. Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, or 2. Two similar works each costing not less than the amount equal to 40% of advertised value of the tender, or 3. One similar work costing not less than the amount equal to 60% of advertised value of the tender. <p>Note: Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organisation, work experience certificate issued by Public listed company having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of closing of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates.</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> <p><u>Similar nature of work is defined as</u></p> <p><i>"Any HT substation / switch yard / Power Supply Installations / transmission line work (25kV or 2×25kV or higher voltage) in Indian Railway or any State Electricity Boards or Power Grid Corporation or any Government owned utilities or PSUs or public listed Company subject to conditions in the GCC with regard to Public listed companies vide Para 10.1 of GCC April 2022".</i></p>

		<p>(b) Special Condition:</p> <p><i>"The eligible and successful tenderer shall procure PQR as per RDSO Standard No. IS/RDSO-TI/0002:2023 (or latest), from the firms either having prior supply experience of similar equipment to PSUs/Railways/Metro/State Utilities or have successfully cleared the Capacity-cum-Capability Assessment (CCA) by RDSO as on the date of tender opening. However, supply shall commence only after successful prototype testing by RDSO".</i></p> <p><i>The bidder shall ensure that the Power Quality Restorer (PQR) is procured as per the above Special Condition. <u>The bidder shall furnish the required declaration in this regard through the relevant provision available in the IREPS portal (Technical-Compliance) at the time of bid submission.</u> The successful bidder shall submit the requisite documentary evidence in support of such declaration after the issue of the Letter of Acceptance (LOA).</i></p>
2.	Financial Eligibility Criteria	<p>The tenderer must have minimum average annual contractual turnover of <u>V/N or 'V' whichever is less</u>; where</p> <p>V= Advertised value of the tender in crores of Rupees N= Number of years prescribed for completion of work for which bids have been invited.</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 of GCC April, 2022 along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet. The tenderers should produce the originals of the above if required by the Railway Administration for verification.</p>
3.	Bid Capacity	<p>For tenders having advertised value more than <u>Rs 10 crores</u> 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 style="text-align: center;">Available bid capacity = $[A \times N \times 2] - 0.33 \times N \times B$</p> <p>Where,</p> <p>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 = Existing commitments and balance amount of ongoing works with tenderer as per the prescribed Proforma of Railway for statement of all works in progress and also the works which are awarded to Tenderer but yet not started upto the date of inviting of tender.</p>

		<p>Note:</p> <p>a) The Tenderer(s) shall furnish the details of</p> <ul style="list-style-type: none"> (i) 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) for calculating A, and (ii) Existing commitments and balance amount of ongoing works with tenderer as per the prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to tenderer but yet not started upto the date of inviting of tender for calculating B. In case of no works in hand, a 'NIL' statement should be furnished. <u>The submitted details for (i) and (ii) above should be duly verified by chartered Accountant.</u> <p>b) In case if a bidder is JV, the tenderer(s) must furnish the details of</p> <ul style="list-style-type: none"> (i) 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) by each member of JV for calculating A, and (ii) Existing commitments and balance amount of ongoing works with each member of JV either in individual capacity or as a member of other JV as per the prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to each member of JV either in individual capacity or as a member of other JV but yet not started upto the date of inviting of tender for calculating B. In case of no works in hand, a 'NIL' statement should be furnished. <u>The submitted details for (i) and (ii) above should be duly verified by chartered Accountant.</u> <p>c) value of a completed work/work in progress/work awarded but yet not started for a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying his/her compliance to the above mentioned bid capacity in the tender under consideration.</p> <p>d) The arithmetic sum of individual "bid capacity" of all the members shall be taken as JV's "bid capacity"</p> <p>e) In case, the tenderer/s failed to submit the above statement along with offer, their/his offer shall be considered as incomplete and will be rejected summarily.</p> <p>f) The available bid capacity of tenderer shall be assessed based on the details submitted by the tenderer. In case, the available bid capacity is lesser than estimated cost of work put to tender, his offer shall not be considered even if he has been found eligible in other eligibility criteria/tender requirement.</p> <p>For More details please refer GCC 2022 along with Advance Correction Slips.</p>
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3.6. Documents to be submitted along with the Tender:

3.6.1. Mandatory Documents to be submitted along with the Tender:

The Tenderer shall submit following documents through www.ireps.gov.in and shall be complete in all respects.

- a) All Mandatory Documents as per RDSO specification shall be submitted along with the tender.
- b) Documents that supports technical eligibility criteria, financial eligibility criteria and Bid capacity.
- c) Any other document prescribed in the tender booklets and RDSO specification.
- d) Appendix A / Appendix AA:

Certification of the bidder stating all their statements/documents submitted along with bid are true and factual is to be submitted along with the bid as per Annexure- V of GCC /Appendix A of Tender Document. In this connection, on IREPS module a facility has been created for online submission of Annexure-V/Appendix A of Tender document. Therefore, the provision of downloading of Annexure-V of GCC/Appendix A of Tender document & uploading of physically signed Annexure-V/Appendix A of Tender document by the tenderer had been discontinued on IREPS. Hence, uploading of physically signed copy of Annexure-V of GCC/Appendix A of Tender document need not be required. (Authority: Rly.Brd Lr.No.2022/CE-1/CT/GCC correspondence Dt: 14.05.2024)

Whereas, in case of other than Company/Proprietary firm, Appendix-AA of Tender document /Annexure-V(A) of GCC shall also be submitted by each member of a partnership firm/Joint Venture (JV)/Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. as the case may be. Non submission of above certificate(s) by the bidder shall result in summarily rejection of his/their bid.

- e) Appendix B – NEFT Form, certified by bank official
- f) Appendix C – Statement on Employment/Partnership etc. of Retired Railway Employees:

The Contractor shall abide by the instructions contained in the Clause No.16 of Annexure I of Part I and Clause No. 59(9) of Part II of Indian Railways Standard General Conditions of Contract, April 2022.

If the information required as per the above clause has not been furnished, contract is liable to be dealt in accordance with provision of clause 62 of Standard General Conditions of Contract. In case, no retired railway employees are associated with the firm, a statement as per the sample format at Appendix-C to be furnished by the tenderer.

- g) Appendix E – Tenderer's Credentials
- h) Appendix K - The tenderer shall furnish the Schedule of Guaranteed Performance, Technical and Other Particulars related to the Power Quality Restorer (PQR) for each TSS covering all details specified in Appendix-K of Tender Document Part-3 / Annexure-1 of RDSO Specification No. IS/RDSO-TI/0002:2023.
- i) **Appendix L- For each TSS, the Firm/ Vendor shall clearly indicate the losses of the PQR and expected benefit in the format given in in the Appendix-L of Tender document/ Annexure-4 of RDSO Specification IS/RDSO-TI/0002:2023 in terms of Clause 14 of RDSO Specification IS/RDSO-TI/0002:2023. **Non-submission of above as per prescribed format (Appendix L) for each TSS will result in summarily rejection of his/their bid.****
- j) Appendix M / for calculation of capitalized cost:

For each TSS, the tenderer shall furnish the Capitalized Cost (C) of the Power Quality Restorer (PQR). The capitalized cost (C) of the Power Quality Restorer (PQR) for each TSS shall be calculated based on the contractor's calculated data given in this data sheet, such as Capitalized benefit (B), Capitalized cost of Energy losses (C1) and AMC Charge (C2) of PQR for each TSS in accordance with **Appendix-M of Tender Document Part 3.**

The **Packet-2 (Commercial/Financial Bid)** shall contain the Tender Schedule for various works covered in this Tender and it will be evaluated based on the calculation of Capitalized cost as per **Appendix-M of Tender Document Part 3.**

The inter se ranking of the tenderers shall be determined based on the Capitalized Cost (C) only. The Capitalized Cost shall be evaluated after opening of the Financial Bid.

Since the Capitalized Cost calculation involves price-related particulars of the PQR system, the tenderer shall submit the Capitalized Cost calculation for each TSS, duly worked out in accordance with Appendix-M of Tender Document Part 3, **only as part of the Financial Bid attachments.**

Failure to submit the Capitalized Cost calculation for each TSS, duly worked out in accordance with Appendix-M of Part 3 of the Tender Document, shall render the offer liable for rejection.

- k) Appendix N – Details of Scheduled (Quarterly, Half Yearly, Yearly etc.) Maintenance and Repairs and Explanatory Notes for each maintenance activity for Comprehensive Annual Maintenance Contract (CAMC) of Five Years for PQR of each TSS.
- l) Appendix O – Year wise rates for each schedule item for Comprehensive Annual Maintenance Contract (CAMC) of Five Years for PQR of each TSS.
- m) Detailed calculations for rating of capacitor bank, series/shunt reactor, inrush current, transient over-voltage, parallel and series resonant frequencies.
- n) Details of protection scheme offered.
- o) Details of supporting frame, fixing arrangement and foundation
- p) Details of building requirement for housing indoor equipment of the PQR
- q) Schematic circuit diagram (with description of function and working of each component) of the power quality restorer.
- r) Outline General Arrangement Drawing giving the overall dimensions of various equipment of the power quality restorer. The total area required (both indoor and outdoor) shall be brought out clearly.
- s) Arrangement of capacitor bank, IGBT/other switching devices, transformers, series/shunt reactor, circuit breaker, isolator, lightning arrester, current and potential transformers.
- t) Arrangement of core winding and magnetic path of series reactor and transformer.
- u) General arrangement of circuit breaker, showing mounting arrangement and overall dimensions
- v) The details as called for in Clause 14.3 of RDSO Standard no: IS/RDSO-TI/0002:2023 for capitalization of losses, etc.
- w) The firm shall submit the maintenance and repair schedule of PQR, meeting the technical requirement of the standard during the 36 months warranty period.
- x) **Electrical License:**

The contractor should have a valid electrical contractor license for HT/EHT of voltage equal or more than 25 kV from the concerned statutory authority of any states of India and copy of the same should be uploaded with the tender offer. The electrical license should be in the name of the firm or in the name of any authorized person of the tenderer's firm. It must be ensured that the validity of electrical license should be valid during the entire contract period duly renewing at appropriate time for extending validity. If the tenderer hired the electrical licensee, authorization for the same should be uploaded along with the offer. If validity of the License is expired and under renewal, the proof of submission of license for renewal should be submitted along with the offer. **Non-submission of above will result in summarily rejection of his/their bid.**

Note:

- i. The Packet-2 Commercial Bid shall contain the Tender Schedule for various works covered in this Tender and it will be evaluated based on the calculation of capitalized cost as per annexure-5 specified in RDSO specification no. IS/RDSO-TI/0002:2023. The inter se position of the tender will be decided based in this Capitalised cost (C) only.
- ii. All documents in support of fulfilment of eligibility criteria should be uploaded along with the tender. Tenders without documentary evidence in support of eligibility criteria will be summarily rejected. No post tender communication, in any form will be made or entertained, after opening of tenders. The tenderer shall have no claims in this regard.
- iii. It is mandatory for the tenderer to quote the year-wise rate for comprehensive maintenance for a period of Five years after expiry of the warranty period. Though the rates quoted are binding, Railway reserves the right to enter into an agreement and proceed with the CAMC just before the expiry of the warranty period depending upon the prevailing situation at that point of time.
- iv. Railway reserves the right at their discretion to get verified all or any of the documents submitted by the tenderer by suitable means at any time or stage and decide the tender based on the results of such verification. The tenderer shall have no claims whatsoever in this regard. Further, Railway reserves the right to finalize the tender based on the credentials submitted by the tenderer duly verifying the credentials of the lowest tenderers.

3.6.2. Other documents to be submitted along with the Tender:

(i) The tenderer shall clearly specify whether the tender is submitted on his own (proprietary firm) or on behalf of a partnership Firm/Company/Joint Venture/Registered Society/Registered Trust etc. The tenderer(s) shall enclose the attested copies of 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 additional documents shall be submitted by the tenderer in respect of the following:

Sole Proprietorship Firm:

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

HUF:

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.

Partnership Firm:

- a) A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar.
- b) A notarized or registered copy of Power of Attorney in favour of the individual to tender for the work, sign the agreement etc. and create liability against the firm.
- c) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt, of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the bid ineligible or the contract shall be determined under Clause 62 of the Standard General Conditions of Contract.
- d) All documents as mentioned in para 18 of the Tender Form (Second Sheet) of GCC.

Joint Venture (JV) – (If Applicable):

All documents as mentioned in para 17 of the Tender Form (Second Sheet) of GCC.

Company registered under Companies Act 2013:

- a) The copies of **MOA (Memorandum of Association) /AOA (Articles of Association)** of the company
- b) A copy of Certificate of Incorporation
- c) 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.
- d) All other documents in terms Para 10 of the Tender Form (Second Sheet) of GCC.

LLP (Limited Liability Partnership):

- a) A copy of LLP Agreement
- b) A copy of Certificate of Incorporation
- c) 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.
- d) An undertaking by all partners of the LLP that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Government 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.
- e) All other documents in terms of Para 10 of the Tender Form (Second Sheet) of GCC.

Registered Society & Registered Trust:

- a) A copy of Certificate of Registration
- b) A copy of Memorandum of Association of Society/Trust Deed
- c) A copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust.
- d) A copy of Rules & Regulations of the Society
- e) All other documents in terms of Para 10 of the Tender Form (Second Sheet) of GCC.
- f) 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.
- g) 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.
- h) A tender from JV shall be considered only where permissible as per the tender conditions.

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.

The tenderer whether sole proprietor / a company or a partnership firm / joint venture (JV) / registered society / registered trust / HUF / LLP etc if they want to act through agent or individual partner(s), should submit along with the tender, a copy of power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person, specifically authorizing him/them to sign the tender, submit the tender and further to deal with the Tender/ Contract up to the stage of signing the agreement except in case where such specific person is authorized for above purposes through a provision made in the partnership deed / Memorandum of Understanding / Article of Association/Board resolution, failing which tender shall be summarily rejected.

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

Note:

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

3.6.3. During Submission of Bill:

- (a) All relevant reports certified by Railway Representative, if applicable.
- (b) Proto type approval copy
- (c) All Inspection Reports/ Certificates
- (d) EIG documents
- (e) Load study data and harmonic data based on the Power Quality Measurement carried out by TANGEDCO or Government authorized agency or NABL accredited agency for power quality measurement

3.6.4. Rights of the Railway to deal with Tender:

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.

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.

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.

3.6.5. Participation of Joint Ventures:

Joint Venture Firms are allowed to participate in this tender since the value of the work is above 10 Crore. (Authority: Railway Board letter No. 2002/CE-I/CT/37 JV Pt.VIII, dated 14.12.2012). Tenderer shall submit all the documents relevant to participation of Joint Venture as per CI No. 17 of GCC – April 2022 along with all its amendments and correction slips or its latest version, if applicable.

3.6.6 Clarifications

Any clarification required by the Tenderer may be obtained from the Senior Divisional Electrical Engineer, Traction Distribution (TRD office), First floor (New control office building), Divisional office, Southern Railway, Madurai -625 016 or his successor/ nominee (whose address will be intimated in due course.)

4.0 GENERAL CONDITIONS

All the conditions of this contract shall be read along with Indian Railways Standard General Conditions of Contract for works - April 2022 with all its amendments and correction slips or its latest version. In this document, wherever it is mentioned as 'GCC' or 'General Conditions of Contract', it is referring to Indian Railways Standard General Conditions of Contract for works - April 2022 with all its amendments and correction slips or its latest version only.

4.1. Submission of documents by successful Tenderer:

On receipt of 'Letter of Acceptance' from Railways, the successful tenderer shall submit the following in Railway prescribed formats.

1. **The successful bidder shall submit the requisite documentary evidence in support of special condition of Technical eligibility criteria.**
2. Power of Attorney for signing in the Agreement, Measurement Book and for all purposes, if required.
3. The Successful bidder shall submit the Performance Guarantee (PG) amounting to 5% of the original contract value as per Clause No. 16(4), Part-II of GCC, April 2022 and **Additional Performance Guarantee as per clause 16(4)(h) of Part-II of GCC'22 (Advance Correction Slip No.11).**

4.2. Security Deposit:

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

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

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

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.

In addition to deducting 5% of contract value (excluding CAMC cost) towards security deposit, firm shall provide BG for the 90% or 95% (as the case may be) * of the bill value. This 90% or 95% (as the case may be) * bank guarantee shall be given against each single payment made for each substation. The BG submitted for each TSS against the payment made for that TSS shall be released after one year from the date of issue of PAC

or till TANGEDCO measures and certifies that both the Power factor and the total harmonic demand distortion for current (TDDi) are within the limit as per RDSO specification for that particular TSS, whichever is later. BG will be released after 18 months from date of PAC If TANGEDCO doesn't come up for measurement during the time and the BG shall be kept valid by the firm till it is released. The Warranty would still continue for 3 years.

*If the payment for PQR for any TSS is made after releasing of the Performance Guarantee, the value of the BG submitted shall be 95% of the bill value, instead of 90%.

4. Refund of Security Deposit:

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

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

5. Forfeiture of Security Deposit:

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

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

4.3. Performance Guarantee:

The procedure for obtaining Performance Guarantee is outlined below:

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

In all other cases, if the Contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated. In case contract is terminated railway shall be entitled to forfeit Bid Security and other dues payable against that particular contract, subject to maximum of PG amount. In case a tenderer has not submitted Bid Security on the strength of their registration as a Startup recognized by Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect.

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

- (b) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to **5%** of the original contract value and Additional Performance Guarantee as per clause 16(4)(h) in any of the following item:

- (i) A deposit of Cash;
- (ii) Irrevocable Bank Guarantee
- (iii) Insurance Surety Bond as per Annexure –XVII of GCC

Note:

In case of extension of Date of completion, selected bidder needs to submit extended Insurance Surety Bond/ fresh Performance Security, in any form as given above, before expiry of existing

- (iv) Government Securities including State Loan Bonds at 5% below the market value;
- (v) Pay Orders and Demand Drafts tendered by any scheduled commercial Bank of India.
- (vi) Guarantee Bonds executed or Deposits Receipts tendered by any Scheduled Commercial Bank of India.
- (vii) Deposit in the Post Office Saving Bank;
- (viii) Deposit in the National Savings Certificates;
- (ix) Twelve years National Defence Certificates;
- (x) Ten years Defence Deposits;
- (xi) National Defence Bonds and
- (xii) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of Sr.DFM/MDU (free from any encumbrance) may be accepted.

(c) The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the Contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.

(d) The value of PG to be submitted by the Contractor is based on original contract value and shall not change due to subsequent variation(s) in the original contract value.

(e) The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily.

(f) Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be encashed.

(g) The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:

(i) Failure by the Contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.

(ii) Failure by the Contractor to pay President of India any amount due, either as agreed by the Contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer.

(iii) The Contract being determined or rescinded under clause 62 of the GCC.

4.4. Variation in Quantities:

Clause No. 42 of 'General Conditions of Contract' shall govern the variations in quantities in this contract.

4.5. Handling Vitiating during Variation in contract quantities:

In partial modification of existing instructions, it has been decided that as a result of variations, a contract shall be considered "vitiating " only when, the following percentage variation in contract value between tenderers are noticed to have been executed vide Railway Board letter No.2017/Trans/01/Policy dated 08/02/2018.

Value of contract	Percentage difference between present contractor and new L-I as a result of variation.(Percentage shall be calculated with base as the revised contract quantities multiplied by the rates of the present
Small value contracts (Tender value less than Rs.50 lakh)	10
Other than small value contracts (Tender value equal to or more than Rs.50 lakh)	5

When the percentage difference between present contractor and new L-I is noticed as becoming the values specified above, the following action shall be taken.

i. The Railway administration should immediately examine whether it is practicable to bring in a new agency to carry out the extra quantity of work keeping in view the progress of the work in accordance with the original contract and the nature and lay-out of the work. If it is found that there will be no serious practical difficulty in meeting the additional quantity of work done by another agency, then fresh tenders for the extra quantity may be invited otherwise negotiating the rate with the existing contractor for arriving at a reasonable rate for the additional quantities of work, may be adopted.

ii. The above shall be regulated as under:

a) The case shall be decided by the tender accepting authority (competent for the revised quantity) and shall not be treated as a case of single tender. The provisions of Railway board letter No. 2007/CE.I/CT/18/Pt.XII dated 31.12.2010 hereby gets superseded.

b) These instructions will be similarly applicable to earning contracts with H-I, H-2 substituted for L-I, L-2 and so on.

c) Executives while executing the work shall make all efforts to ensure that no vitiating takes place in normal circumstances. Vitiating should be an exception rather than a routine affair. Efforts should be made to invite bids on the basis of percentage above/below/at par.

d) Vitiating should always be computed with respect to the items, rates, quantities and conditions as available at the time of tender opening and subsequent changes/additions by way of new items will not be counted for computing vitiating.

4.6. Labour:

The successful tenderer shall comply with the provisions related to Minimum Wages Act, Employees Provident Fund Scheme, Employees Deposit Linked Insurance Scheme etc., as mentioned in Clause 54 to 60 of Indian Railways Standard General Conditions of Contract, April 2022 or latest.

All laws and rules of Central and State Governments as applicable including the Contract Labour (Regulation and Abolition) Act, 1970 and Central Rule 1971 as amended and corrected upto correction slips up-to-date

4.7. Updation of Labour data on Railway's Shramikkalyan portal:

Contractor is to abide by the provisions of Payment of Wages Act & Minimum Wages Act in terms of clause 54 and 55 of Indian Railways General Conditions of Contract. In order to ensure the same, an application has been developed and hosted on website 'www.shramikkalyan.indianrailways.gov.in'. 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/update in Portal shall be done as under

(a) Contractor shall apply for Onetime registration of his company/firm etc. in the Shramikkalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration on the portal within 7 days of receipt of such request.

(b) Contractor once approved by any Engineer, can create password with Login ID (PAN No.) for subsequent use of portal for all LOAs issued in his favour.

(c) The contractor once registered on the portal, shall provide details of his Letter of Acceptance (LOA)/Contract Agreements on shramikkalyan portal within 15 days of issue of LOA for approval of concerned Engineer. Engineer shall update (if required) and approve the details of LOA filled by contractor within 7 days of receipt of such request.

(d) After approval of LOA by Engineer, contract shall fill the salient details of contract labourers engaged in the contract and ensure uploading of each wage payment to them on shramikkalyan portal on monthly basis.

(e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.

(f) While processing of any 'On Account bill' of 'Final bill' or release of 'Advances' or 'Performance Guarantee/Security Deposit', contractor shall submit a certificate to the Engineer or Engineer's representatives that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramikkalyan portal at www.shramikkalyan.indianrailways.gov.in till Month, Year".

4.8. Display board:

As per clause No. 34(5) of 'General Conditions of Contract', the contractor shall be responsible for displaying the details of works, i.e. name of work, Approximate cost, expected date of completion, name and address of the contractor and address of Engineer on a proper board of size not less than 1 m x 1 m.

4.9. Right of Railway to Determine the Contract:

The right of Railway to determine the contract shall be governed by Clause No. 61 of 'General Conditions of Contract, April, 2022.

4.10. Determination of Contract owing to Default of Contractor:

The determination of Contract owing to default of Contractor shall be as per the provisions contained in clause No. 62 of 'General Conditions of Contract, April 2022.

4.11. Settlement of disputes:

Settlement of disputes and the demand of Arbitration shall be as per the provisions contained in clause No. 63 & 64 of 'General Conditions of Contract, April 2022.

For Clause other than this Tender Documents contractor should abide with GCC –April 2022. In case of any ambiguity about Tender clauses, terms and conditions Sr.DEE/TRD/MDU decision shall be final.

5.0 SPECIAL CONDITIONS (GENERAL)

This is a works contract. These special conditions of contract (both General and Technical) should be read in conjunction with the General Instructions of this tender and Indian Railways Standard General Conditions of Contract for works - April 2022 with amendments or latest. In the event of any conflict or inconsistency between the Indian Railways Standard General Conditions of Contract and Special Conditions of Contract, the provisions of Special Conditions of Contract contained herein shall prevail.

5.1. Name of Contract:

MDU DIVISION – PROVISION OF POWER QUALITY RESTORERS FOR AC TRACTION SYSTEMS AT THE TRACTION SUBSTATIONS IN PALANI, GOMANGALAM, MANAMADURAI, RAMANATHAPURAM and TENI

5.2. Scope of work:

The scope of work shall include survey, design, preparation of drawings, manufacture, supply, casting of foundations, construction of suitable building/control room wherever required for housing indoor equipment, erection, installation, testing and commissioning of Power Quality Compensating Equipment (also known as Power Quality Restorer – PQR) along with all associated accessories, auxiliaries, cables, control and protection equipment, conforming to RDSO Specification No. IS/RDSO-TI/0002:2023 or latest for PQR at Traction Sub-station located at **PLNI, GMGM, MNM, RMD and TENI of MDU Division** as per detailed schedule and its explanatory notes.

The quantity furnished for various items in the Work Schedule is only approximate. After issue of LOA, the contractor has to conduct detailed survey at site and submit the required Designs & drawings for the approval of Railways. Execution of work shall be planned based on approved Designs & drawings only. Based on approved drawings, variation statement, if any, will be processed for sanction of competent authority for executing the work. If during the course of execution of work, deviations from approved designs & drawings are necessitated as per site conditions, the same shall be brought to the notice of Railways for approval.

All the released materials including masts, if any, shall be transported to nearest OHE depot and handed over to the Engineer-in-charge of work with proper record.

5.3. Execution of Contract Document:

Indian Railway has launched a web-enabled application IR-Works Contract Management System (IR-WCMS), designed and developed by CRIS (Centre for Railway Information Systems) and it has been hosted on IRCEP (<https://ircep.gov.in>). The application covers all the activities associated with contract handling which inter-alia include the submission of Performance Guarantee, Preparation of signing of the contract agreement, Billing and its integration with IPAS for payment and sanction, Variation Statement preparation and sanction, Extension of DOC, Release of PG/SD & Correspondence between Railway with the contractor etc. The tenderer whose tender is accepted shall be required to sign the agreement shared through the IRWCMS duly using their digital signature certificate used for bidding in IREPS. The Contract Agreement shall be entered into by Railway only after submission of valid Performance Guarantee by the Contractor. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender.

If the tenderer on being called upon to sign the contract agreement fail to sign the same within stipulated period mentioned in tender documents, the bidder shall be banned from submission of bids in any Works / Service Tender issued by Indian Railways for a period of 12 months from the date of such banning done on e-platform IREPS.

5.4. Engineer-in-Charge of work:

'Senior Section Engineer/TRD' of that particular TRD depot under, whose jurisdiction the work is carried out, will be the Engineer-in-Charge of this work, who will supervise and record the measurements for this work.

All correspondence with Railways with regard to this works contract shall be routed through the Engineer-in-charge.

5.5. Completion period:

All the works under this contract shall be completed within a period of **18 (Eighteen)** months from the date of issue of 'Letter of acceptance' of tender. The Railway Administration is entitled to recover penalty as stipulated in clause 17B of the 'General Conditions of Contract' or otherwise specified separately, if the contractor is in default.

5.6. Submission of staff particulars:

The following details shall be furnished by the Contractor in respect of the labour employed by him for execution of this contract.

- (i) Name.
- (ii) Valid Medical Fitness Certificate.
- (iii) Police verification certificate for each staff.

5.7. Accident Claim Insurance:

Accident Claim Insurance for sufficient amount may be taken and documentary proof may be submitted by the contractor for each staff employed by him. This Insurance may be valid for the entire contract period plus 6 months beyond that.

5.8. Entry Permits and Photo Identity Cards:

The contractor and/or his staff shall neither enter nor be permitted to enter any Railway premises unless he/they are in possession of "Photo Identity Cards" of their own and "Entry Permits" issued by the TRD branch, Southern Railway, Madurai.

5.9. Quality Assurance Programme:

All the equipments, materials, fittings and components will be subject to quality control program of the manufacturer, being part of the quality assurance program of the contractor. The materials may also be inspected by the Senior Divisional Electrical Engineer/TRD/S.Rly./Madurai (Sr.DEE/TRD/MDU) or his authorized representative at the manufacturers works or as desired by Sr.DEE/TRD/MDU. Sr.DEE/TRD/MDU or his authorized representative will have the right to be present during all the stages of manufacture and shall be accorded free of charge all reasonable facilities for inspection and testing as well as to examine the stage inspection report of the manufacturer in addition to the quality audit which the contractor may institute as a part of his program so as to satisfy himself that the materials are in accordance with specifications, approved drawings and designs and Railways prescribed quality assurance standards.

The following Registers are to be maintained at site in connection with this Works Contract:

- | | | | |
|----|-----------------------------------|---|-------------------------------------|
| 1. | Site Order book | - | By Contractor. |
| 2. | Hindrance Register | - | By Contractor |
| 3. | Material Transaction Register | - | Both by Railways and the Contractor |
| 4. | Daily Progress & Labour Register- | | By Contractor. |
| 5. | Cube Testing Register | - | By Contractor |

These registers are to be maintained at site and should be produced during inspection by officials. The formats for maintaining the above-mentioned registers are furnished at Appendix - F to J.

5.10. Workmanship:

1. Good workmanship is an essential requirement. The contractor shall employ a site supervisor for execution/supervision of the work in all respects. The work shall be carried out under the supervision/directions of the Railway's Engineer-in-charge of work or his authorized representative.
2. The Contractor shall employ a qualified technical staff at work site for supervision. Normally, a qualified graduate engineer shall be employed for all works costing Rs. 200 lakhs and above and a diploma holder when the work is costing more than Rs. 25 lakhs but less than Rs. 200 lakhs.
3. The Contractor's Site Engineer shall be permitted to work only after taking the approval of the Engineer-in-charge. In this regard, the Contractor shall submit the details of the Site Engineer along with his request seeking approval of Engineer-in-charge of Railways.
4. In case, the contractor fails to employ the technical staff as aforesaid, he shall be liable to pay an amount of Rs. 40,000/- in case of graduate engineer and Rs. 25,000/- in case of diploma holder for each month or part thereof for the default period.
5. Handing over/taking over of Equipments/works: The contractor shall be bound to hand over the equipments/works executed under the contract to the Railway, complete in all respects, to the satisfaction of the Engineer. The Engineer-in-charge shall determine the date on which the work is considered to have been completed. For all purposes, contractor shall be bound to observe any such determination by the Engineer.

5.11. Terms of Payment:

1. No advance payment shall be made to the contractor.
2. Railways shall not be liable for any other charges except the rate accepted as per Price schedule. Under no circumstances, the rates quoted by the contractor and accepted by the Railways shall be enhanced during the entire period of contract.
3. The purchaser retains the right to withhold money due to the contractor arising out of this contract for any default of the contractor from other contracts which the contractor may have with the Government of India.
4. **In addition to deducting 5% of contract value (excluding CAMC cost) towards security deposit, firm shall provide BG for the 90% or 95% (as the case may be) * of the bill value. This 90% or 95% (as the case may be) * bank guarantee shall be given against each single payment made for each substation. The BG submitted for each TSS against the payment made for that TSS shall be released after one year from the date of issue of PAC or till TANGEDCO measures and certifies that both the Power factor and the total harmonic demand distortion for current (TDDi) are within the limit as per RDSO specification for that particular TSS, whichever is later. BG will be released after 18 months from date of PAC If TANGEDCO doesn't come up for measurement during the time and the BG shall be kept valid by the firm till it is released. The Warranty would still continue for 3 years.**

*If the payment for PQR for any TSS is made after releasing of the Performance Guarantee, the value of the BG submitted shall be 95% of the bill value, instead of 90%.

5. Payment towards Supply, Erection, testing & commissioning of the Power Quality Compensating Equipments in any one of the TSSs will be made only after successful commissioning of the power quality restorer and proving by measurement that the harmonic levels and power factor are within the limits to the satisfaction of Railways. The measurements should be done by TANGEDCO or Government authorized agency or NABL accredited agency, measures and certifies that the level of harmonic and power factor under prescribed level by RDSO Specification. The cost of such power Quality measurement shall be borne by the contractor.

6. "In the event of any equipment of the PQR system failure or such thing, affecting it's performance and leading to levy of surcharges by TANGEDCO towards poor harmonic control, from the date of issue of Provisional acceptance certificate till the expiry of the warranty period, then the Firm has to make good for the losses suffered by the Railways and the BG/Performance guarantee (PG) / Security Deposit (SD), given by the Firm against the payments received by them will act as security against this."

7. PQR shall be capable of **maintaining the power factor between 0.95 lag to 0.95 lead** at all loading conditions and to limit the total harmonic demand distortion for current (TTDi) within the maximum permissible limit as per Cl. 5.3 of IEEE 519-2014 (for system nominally rated above 69 Kv through 161Kv). In any case, till the expiry of the warranty period, any penalty paid by the railways towards poor power factor and harmonic surcharge, if any, then the Firm has to make good for the losses suffered by the Railways and the BG/Performance guarantee (PG) / Security Deposit (SD), given by the Firm against the payments received by them will act as security against this. In case, even after the PQR is commissioned, and the TANGEDCO is continuing to collect harmonic surcharge based on their previous assessment conducted before commissioning of PQR, till it's next assessment of harmonic level, in any TSS, such surcharges need not to be compensated by the contractor. However, when TANGEDCO measures the harmonic level in the next opportunity and continues to collect surcharge because of the unacceptable level of harmonics, the firm shall have to compensate the surcharge including the surcharges collected from the Railways during the period between commissioning of PQR and day in which the TANGEDCO measures the harmonics level i.e. the surcharges imposed by the TANGEDCO shall have to be borne by the firm against the security with Railways, till TANGEDCO measures and certifies that both the Power factor and the total harmonic demand distortion for current (TTDi) are within the limit as per RDSO specification. **The firm shall pursue the TANGEDCO for measurement of Power Quality, as soon as the commissioning of the PQR system is completed.**

8. The Contractor shall whenever required to produce or cause to be produced for examination by the Purchaser any quotation/ invoice, cost of other account, book of account, voucher, receipt letter, memorandum paper or writing or any copy of or extract from any such document and also furnish information and returns verified in such manner as may be required in any way relating to the execution of this contract or relevant for verifying or ascertaining the cost of the execution of this contract (the decision of the purchaser on the question of relevance of any documents information or return being final and binding on the parties). The contractor shall similarly produce vouchers etc. if required to provide to the purchaser that materials supplied by him, are in accordance with the specifications laid down in the contract.

9. If any portion of the work be carried out by a sub-contractor or any subsidiary or allied firm or company the purchaser shall have power to secure the books of such sub-contractor or any subsidiary or allied firm of company, through the contractor and such books shall be open to his inspection. The Contractor should seek prior permission from the purchaser for subletting whole and/or part of the work to any sub-contractor.

10. The obligations imposed sub clauses (i) and (ii) above are without prejudice to the obligation of the contractor under any statute rules or order binding to the contractor or other conditions of the contract.

11. It is an agreed term of the contract that the purchaser reserves to itself the right to carry out 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 if as a result of such examination any over payment to him is discovered to have been made in respect of any work done or alleged to have been done by him under the contract.

12. Payment through Letter of Credit (LC):

a) Contractor shall have the option to take payment from Railways through a Letter of Credit (LC) arrangement.

b) This option of taking payment through LC arrangements has to be exercised in IREPS (Indian

Railway Electronic Procurement System - the e-application on which tenders are called by Railways) by the tenderer at the time of bidding itself, and the tenderer shall affirm having read over and agreed to the terms and conditions of the LC option.

c) The option so exercised, shall be an integral part of the bidder's offer.

d) The above option of taking payment through LC arrangement, once exercised by tenderer at the time of bidding, shall be final and no change shall be permitted, thereafter, during execution of contract.

5.12. Taxes and other Deductions

5.12.1. Income Tax Deductions

Income tax will be deducted at source at the rates notified by the Income Tax Department from time to time and TDS certificate will be issued for such deductions with each bill.

5.12.2. Goods and Services Tax

The work done under this contract would be subjected to 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.

The Contractor is liable to be registered under CGST/IGST/UTGST/SGST Act and 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.

5.12.3. Conservancy Cess Charges

Conservancy Cess Charges will be deducted from your bills based on the average No. of Labourers/Workmen employed per day by you for the above work as under and the same shall be certified by the SSE in-charge. (Ref: Railway Board Letter No. F(X) 1-95/1/1, dated 07.09.2021).

Sl.	Avg. No. of Labourers / workman employed per day	Conservancy Cess charges to be recovered (per month)
1	01 to 05	Rs.159/-
2	06 to 10	Rs.312/-
3	11 to 25	Rs.785/-

5.12.4. Taxes on Schedule Items of Work

All rates quoted in the tenders shall be deemed to be inclusive of Goods and Services tax, duties, royalties, octroi, cess etc. payable by the contractor to the Govt, or any other public body and no additional amount/rate or claim will be entertained on this account by the Railways. Also no claim whatsoever will be accepted by Railways on account of revision of tax rates, introduction of new taxes of statutory nature by State/Central Govt.

5.13. Swachh Bharat Mission

The contractor must maintain a clean work area. Not only after the completion of the contract, but he should also continue to clean the work area during the performance of the contract. For achieving this, the following shall be done.

1. A spot for dumping of the debris should be identified.
2. Each bill will be accompanied by a certificate by the concerned railway supervisor that the debris

for the work done till the stage of payment (for which the bill is being put up) has been cleared and dumped at the nominated site. This will also be subjected to check by officers as per the provisions of test check.

3. The supervisors in the field should be asked to nominate the dumping spot for the debris and advise the contractors in writing.

5.14. Noteworthy Instructions

1. The contractor shall obtain from the Railway to enable his workers to work at, to bring to or to take materials from work spot.

2. The list of released materials shall be jointly prepared on the basis of field survey to be conducted by the 'Sr. Section Engineer/TRD' and contractor's representative after the work has been awarded but before dismantling work is allowed to commence. The contractor shall be bound to handover the materials according to the said agreed list and should be responsible for any shortages.

3. In the case of any differences of opinion regarding the quality of work or quality of the materials, the decision of the Engineer-in-charge shall be final and binding on the Contractor.

4. If there are varying or conflicting provisions in the documents forming part of the contract, the Engineer-in-charge shall be the deciding authority with regard to the intentions of the provisions and his decision shall be final and binding on the contractor.

5. The work shall be carried out generally in conformity with the Railway specifications, except as amended or modified by these 'Special Conditions of Contract' and directions, if any, in writing by the Engineer-in-charge of the work.

6. The program and method of work shall be furnished by the contractor well in time in consultation with Engineer-in-charge of the work.

7. No free passes or transport will be arranged by the Railways for the movement of contractor and his staff.

8. Communication handed over to the contractor's personnel at site/over phone/FAX/mail shall be deemed to have reached his office.

9. The several documents forming the Contract are to be taken as mutually complementary to one another.

10. All the materials supplied along with the PQR such as CB, lightening arrestor etc., must be Procurement to be done by RDSO supplier only.

11. Unit and MD Consumption for 6 months and Power factor average for 6 months are attached for all TSS along with Tender.

12. The load studies have been conducted at concerned Railway TSSs and those reports of the study including harmonic data are available in the following link:

Link: https://drive.google.com/drive/folders/13kS1rcRwH2QTz7ulRkbD9eel_t4iGmL7?usp=sharing

These load data are made available for reference purpose only. However, the bidder should visit the sites/sections and may carry out load and harmonics current measurements at the concerned TSS as considered necessary so as to familiarize themselves with the local conditions and understand the technical requirements of the system in detail, and obtain clarification as may be necessary from the purchaser, before tendering the bids and ensure their offers meet the technical, performance and other requirements specified in the RDSO standard No IS/RDSO-TI/0002:2023 or latest.

The data pertains to the load/harmonic study conducted at Railway TSSs shall be handled with highest level of confidentiality and integrity and it shall not be made available / shared to any third party.

5.15. JURISDICTION OF THE COURT BINDING THE CONTRACT

For the smooth operation of the contract, any suit or proceedings to enforce the rights of either of the parties here to under the agreement shall be instituted in and tried only by the courts under the jurisdiction of Honourable High Court of Madras (and its subordinate courts) and by no other court, and both the parties hereto, hereby expressly agree to submit to the jurisdiction of courts under the jurisdiction of Honourable High Court of Madras (and its subordinate courts).

5.16. CONTRACTOR'S ORGANISATION

In addition to the establishment of an office, the Contractor shall set up at least one main depot for receiving and storing materials and establish a workshop for small fabrication and assembly work if considered necessary by the Contractor. If he and the Purchaser deem it necessary, sub depots may be set up to ease operation of work trains and distribution of materials. The location of Contractor's depot sub depots will be mutually agreed upon by the purchaser and the Contractor. For the main and sub depots the purchaser shall offer open space reasonably level and workable and suitable for storage of materials free of charge, inside Railway premises which will be convenient from the point of view of operation. The depot/s shall as far as possible be located such as to be accessible by road.

Note:

a) All expenses for providing covered and enclosed storage and workshop accommodation other facilities and running the establishment shall be borne by the Contractor.

b) The main depots will be located at stations as indicated in preamble. The proposed location/s of sub depot is to be given by the Tenderer for scrutiny and approval by the Purchaser.

c) The Contractor shall hand over the depot, sub depot area completes within a period of one year from completion of the warranty period, cleaned of all Contractor's stores, rubbish unless otherwise agreed to by the purchaser.

d) The Contractor will be responsible for transfer of materials from main depot or sub depots between depot/s and workshops except where otherwise stated. The Contractor will be responsible for all loss and / or damage in the transfer of materials and no loss damage or expenses incurred on this account will be reimbursed by the Purchaser.

e) Electricity may be supplied at places where spare capacity is available for running machinery and for lightning. The Purchaser will entertain no complaints on the non-availability of power supply. The contractor shall provide his own distribution system in consultation and with the approval of the purchaser. The Contractor shall pay the cost of providing connections and of energy consumed to the Purchaser in accordance with relevant rules and prevailing rates of the Railway.

f) At places where piped water supply is available the purchaser may supply water to the contractor at convenient points for his office, workshops and stores if necessary in commencing with the work. The contractor shall arrange to lay his own pipelines for distribution in consultation and with the approval of the Purchaser. The Contractor shall be charged for consumption by the Railways. The Contractor shall arrange water at the work site at his own cost.

g) The Contractor shall arrange at his own cost all tools plant and facilities as necessary for erection and testing of the equipment, in compliance with the specification.

h) For every contract in operation, a spot for the dumping of the materials/debris should be identified jointly with Railways.

i) Each bill of the contractor submitted have to be necessarily accompanied by a certificate by the

concerned Railway Supervisor that the debris for the work done till the stage of payment (for which the bill is being put up) has been cleaned and dumped at the nominated place.

5.17. INFRINGEMENT OF PATENTS

a) The Contractor is forbidden to use any patents or registered drawings process or patterns in fulfilling his contract without the previous consent in writing of the owner of such patent, drawing, pattern or trade mark, except where these are specified by the Purchaser himself. Royalties where payable for the use of such patented processes, registered drawings or patterns shall be borne exclusively by the Contractor. The Contractor shall advise the Purchaser of any proprietary rights that may exist on such processes, drawings or patterns which he may use of his own accord.

b) In the case of patents taken out by the Contractor of the drawings or patterns registered by him, or of those patents drawings or patterns for which he holds a license the signing of the contract automatically gives the Purchaser the right to repair by himself the purchased articles covered by the patent or by any person or body chosen by him and to obtain from any sources he desires the competent parts required by him in carrying out the repair work. In the event of infringement of any patent rights due to above action of the Purchaser, he shall be entitled to claim damages from the Contractor on the grounds of any loss of any nature which he may suffer e.g. in the case of attachment because of counterfeiting.

c) INDEMNIFICATION BY CONTRACTOR

In the event of any claim or demand being made or action being brought against the purchaser for infringement of latter patent in respect of any equipment machine plant work or thing used or supplied by the Contractor under this contract or in respect of any method of using or working by the purchase of such equipment, machine, plant work or thing the Contractor shall indemnify the purchaser and keep him indemnified and harmless against all claims, costs, charges and expenses arising from or incurred by reason of such claim provided that the purchaser shall notify the Contractor immediately any claims made and that the Contractor shall be at liberty if he so desires with the assistance of the purchaser if required but at the Contractor's expense, to conduct all negotiations for the settlement of the same or any litigation that may arise there from and provided that no such equipment, machine, plant, work or thing shall be used by the purchaser for any purpose or in any manner other than that for which they have been supplied by the Contractor and specified under this contract.

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