



## **North Eastern Railway**

### **Traction Distribution, Izzatnagar Division**

#### **E-Tender**

#### **E- Tender Document for Works Contract**

**Name of work: OHE related work for Conversion of Gaushala halt into 3 line crossing station in Izzatnagar Division.**

**Tender No.:** SRDEE-TRD-IZN-2026-27-T08

**Approximate cost of work:** ₹ 2,03,94,222.51

**Validity:** 60 Days

**Completion period:** 12 Months

**Earnest Money:** ₹ 4,07,900.00

**Tender document cost:** 00.00

**Allocation:** 20166503

**UWID:** 070116253011

## PART I

### Instructions to Tenderers (ITT)

**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.

**Order of Precedence of Documents:** In a contract agreement, in case of any difference, contradiction, discrepancy, with regard to conditions of tender/contract, specifications, drawings, Bill(s) of Quantities etc., forming part of the tender/contract, the following shall be the order of precedence:

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

**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.

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

- (a) "Railway" shall mean the President of the Republic of India or the administrative officers of the Railway or Successor Railway authorized to deal with any matter, which these presents are concerned on his behalf.
- (b) "General Manager" shall mean the Officer-in-Charge of the general superintendence and control of the Zonal Railway/Production Unit and shall also include Addl. General Manager, General Manager (Construction) and shall mean and include their successors of the Successor Railway.
- (c) "Chief Engineer" shall mean the Officer-in-Charge of the Engineering Department of Railway and shall also include Chief Engineer (Construction), Chief Electrical Engineer, Chief Electrical Engineer (Construction), Chief Signal & Telecom Engineer, Chief Signal & Telecom Engineer (Construction), Chief Mechanical Engineer and shall mean and include their successors of the Successor Railway.
- (d) "Divisional Railway Manager" shall mean the Officer-in-Charge of a Division of Zonal Railway and shall mean and include Divisional Railway Manager of the Successor Railway.
- (e) "Engineer" shall mean the Divisional Engineer or Executive Engineer, Divisional Signal & Telecom Engineer, Divisional Electrical Engineer, Divisional Mechanical Engineer in executive charge of the works and shall include the superior officers, both Open Line and Construction Organisations, of Engineering, Signal & Telecom, Mechanical and Electrical Departments, i.e. the Senior Divisional Engineer/Deputy Chief Engineer, Senior Divisional Signal & Telecom Engineer / Dy. Chief Signal & Telecom Engineer, Senior Divisional Electrical Engineer / Deputy Chief Electrical Engineer, Senior Divisional Mechanical Engineer and shall mean & include the Engineers of the Successor Railway.
- (f) "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.

(g) “Limited Tenders” shall mean tenders invited from all or some contractors on the approved or select list of contractors with the Railway.

(h) “Open Tenders” shall mean the tenders invited in open and public manner and with adequate notice.

(i) “Works” shall mean the works contemplated in the drawings and Bill(s) of Quantities set forth in the tender forms and required to be executed according to the specifications.

(j) “Specifications” shall mean the Specifications for Materials and Works of the Railway as specified under the authority of the Ministry of Railways or Chief Engineer or as amplified, added to or superseded by special specifications if any, appended to the Tender Forms.

(k) Standard Schedule of Rates (SSOR) shall mean the schedule of Rates adopted by the Railway, which includes-

1. “Unified Standard Schedule of Rates of the Railway (USSOR)” i.e., the Standard Schedule of Rates of the Railway issued under the authority of the Chief Engineer from time to time, updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents;

2. “Delhi Schedule Of Rates (DSR)” i.e., the Standard Schedule of Rates published by Director General/ Central Public Works Department, Government of India, New Delhi, as adopted and modified by the Railway under the authority of the Chief Engineer from time to time, updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.

(l) “Drawings” shall mean the maps, drawings, plans and tracings, or prints thereof annexed to the Tender Forms.

(m) “Contractor’s authorized Engineer” shall mean a graduate engineer or equivalent, having more than 3 years’ experience in the relevant field of construction work involved in the contract, duly approved by the Engineer.

Date of inviting tender shall be the date of publishing tender notice on IREPS website if tender is published on website or the date of publication in newspaper in case tender is not published on website.

(o) “Bill of Quantities” shall mean Schedule of Item(s) included in the tender document along with respective quantities. Words importing the singular number shall also include the plural and vice versa where the context requires.

## ***CREDENTIALS OF CONTRACTORS***

### **2. Application for Registration and Approved list of contractors:**

Works of construction and of supply of material shall be entrusted for execution to contractors whose capabilities and financial status have been investigated and approved to the satisfaction of the Railway. A list of approved contractors may also be maintained by the Railway. The said list be revised periodically once in a year or so by giving wide publicity through advertisements etc. For registration, the contractor including a contractor who is already on the approved list shall apply to the concerned General Manager (Construction)

/ Chief Administrative Officer (Construction) / Principal Chief Engineer / Principal Chief Signal & Telecommunication Engineer / Principal Chief Mechanical Engineer / Principal Chief Electrical Engineer/ Divisional Railway Manager, furnishing particulars regarding:

(a) his position as an independent contractor specifying engineering organization available with details of partners / staff / engineers employed with qualifications and experience;

(b) his capacity to undertake and carry out works satisfactorily as vouched for by a responsible official or firm; details about the transport equipments, construction tools and plants etc. required for the work, maintained by him;

(c) his previous experience of works similar to that to be contracted for, in proof of which original certificates or testimonials may be called for and their genuineness verified, if needs be, by reference to the signatories thereof;

(d) his knowledge from actual personal investigation of the resources of the area/zone or zones in which he offers to work;

(e) his ability to supervise the work personally or by competent and duly authorized agent;

(f) his financial position;

An applicant shall clearly state the categories of works and the area/zone/division(s)/district(s) in which he desires registration in the list of approved contractors.

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

An annual fee as prescribed by the Railway from time to time would be charged from such approved

contractors to cover the cost of sending notices to them and clearance for tenders etc. Notices shall be sent to them on registered e-mail address and registered postal address.

## **TENDERS FOR WORKS**

**3. Tender Form:** Tender Forms shall embody the contents of the contract documents either directly or by reference and shall be as per specimen form, Annexure-I. e-Tender Forms shall be issued free of cost to all tenderers.

**4. Omissions & Discrepancies:** 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.

### **5. 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:

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

Note:

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

(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 resale 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 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 -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.

(2) The Bid Security shall be deposited either in cash through e-payment gateway or submitted as Bank Guarantee bond from a scheduled commercial bank of India or as mentioned in tender documents. The Bank Guarantee bond shall be as per **Annexure-VIA** and shall be valid for a period of **90days** 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 within 5 working days of deadline of 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.

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. The Bank Guarantee shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification Bid for the **“OHE related work for Conversion of Gaushala halt into 3 line crossing station in Izzatnagar Division.”** 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.

- v. The envelope shall be addressed to the officer and address as mentioned in the tender document.
- vi. 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.

## **6. Care in Submission of Tenders:**

(a)(i) Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all-inclusive to accord with the provisions in Clause-37 of the Standard General Conditions of Contract- 2022 for the completion of works to the entire satisfaction of the Engineer.

(a)(ii) Tenderers will examine the various provisions of The Central Goods and Services Tax Act, 2017(CGST)/ Integrated Goods and Services Tax Act, 2017(IGST)/ Union Territory Goods and Services Tax Act, 2017(UTGST)/ respective state's State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt.& as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.

(a)(iii) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to railway immediately after the award of contract, without which no payment shall be released to the Contractor. The Contractor shall be responsible for deposition of applicable GST to the concerned authority.

(a)(iv) In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/ SGST Act, the railway shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.

(a) 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.

(b) 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.

(a)(v) Contractor shall be liable to pay/refund the amount collected as GST to the Indian Railways along with interest and penalties, if any imposed by the authorities, in case GST input tax credit of Indian Railways is denied/rejected by the tax authorities due to reasons mentioned below but not limited to:

Wrong/incorrect invoices issued by Contractor:

No-filing of GST returns;

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

Any other non-compliance done by Contractor;

**General Indemnity:** Contractor hereby agrees to indemnify and hold harmless the Indian Railways from and against any and all losses, including loss on account of Input Tax Credit and all losses incurred by the Indian Railways relating to or arising out of or in connection with any actual or threatened claim, legal action, proceedings,

prosecution or inquiry by or against the Indian Railways arising out, directly or indirectly, of failure by the

contractor to comply with the provisions of GST and related laws, or based upon or arising from any failure by the Contractor.

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

**6.1** In case of other than Company/Proprietary firm, **Annexure-V(A)** shall also be submitted by each member of a Partnership Firm Joint Venture (JV) / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. as the case may be. Non submission of above certificate(s) by the bidder shall result in **summarily** rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self-attested/digitally signed by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document.

### ***CONSIDERATION OF TENDERS***

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

**7A. Two Packets System of Tendering:** With a view to assess the tenders technically without being influenced by the financial bids, 'Two Packets System of tendering' shall be adopted wherein tender documents provide for the same.

**7B. 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.

**7C. 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.

**7D. 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.

**7E. Clarification of Bids:** To assist in the examination, evaluation & comparison and pre-qualification of the Tender, the Railway may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Railway shall not be entertained or considered. The Railway request for clarification and the response of the bidder in this regard shall be in writing.

However, if a Bidder does not provide clarification of its bid by the date and time communicated in the Railway request for clarification, the bid shall be evaluated as per the documents submitted along with the bid.

**8. Execution of Contract Document:** The Tenderer whose tender is accepted shall be required to appear in person at the office of General Manager/General Manager (Construction), Chief Administrative Officer (Construction), Divisional Railway Manager or concerned Engineer, as the case may be, or if tenderer is a firm

or corporation, a duly authorized representative shall appear (there would be no need for appear in person if agreement is signed digitally) and execute the contract agreement within seven days of notice from Railways that the Contract Agreement is ready. 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.

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

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

(b) For contracts for specific works, the contract document required to be executed by the tenderer whose tender is accepted shall be an agreement as per specimen form Annexure- IV.

**RAILWAY  
TENDER  
FORM  
(First Sheet)**

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

Name of Work \_\_\_\_\_

To

The President of India

Acting through the \_\_\_\_\_ Railway

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

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

- (a) I/We do not submit the Performance Guarantee within the time specified in the Tender document;
- (b) I/We do not execute the contract documents within seven days after receipt of notice issued by the Railway that such documents are ready; and
- (c) I/We do not commence the work within fifteen days after receipt of orders to that effect.

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

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

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

Signature of Witnesses: \_\_\_\_\_

(1) \_\_\_\_\_ Signature of Tenderer(s)

(2) \_\_\_\_\_ Date \_\_\_\_\_

Address of the Tenderer(s)

\_\_\_\_\_



**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 up to latest correction slips, copies of which can be seen in the office of \_\_\_\_\_ or obtained from the office of the Chief Engineer, \_\_\_\_\_ Railway on payment of prescribed charges.
- (e) Standard Schedule of Rates (SSOR) as amended / corrected up to latest correction slips, copies of which can be seen in the office of \_\_\_\_\_ or obtained from the office of the Chief Engineer, \_\_\_\_\_ Railway on payment of prescribed charges.
- (f) All general and detailed drawings pertaining to this work which will be issued by the Engineer or his representatives (from time to time) with all changes and modifications.

**2. Drawings for the Work:** The Drawing for the work can be seen in the office of the \_\_\_\_\_ and / or Chief Engineer, \_\_\_\_\_ Railway at any time during the office hours. The drawings are only for the guidance of Tenderer(s). Detailed working drawings (if required) based generally on the drawing mentioned above, will be given by the Engineer or his representative from time to time.

**3.** The Tenderer(s) shall quote his / their rates as a percentage above or below the Standard Schedule of Rates (SSOR) of \_\_\_\_\_ Railway as applicable to \_\_\_\_\_ Division except where he/they are required to quote item rates and must tender for all the items shown in the Bill(s) of Quantities attached. The quantities shown in the attached Bill(s) of Quantities are given as a guide and are approximate only and are subject to variation according to the needs of the Railway. The Railway does not guarantee work under each item of the Bill(s) of Quantities. The tenderer(s) shall quote rates / rebates only at specified place in Tender Form supplied by Railway. Any revision of rates / rebates submitted (quoted) through a separate letter whether enclosed with the bid (Tender Form) or submitted separately or mentioned elsewhere in the document other than specified place shall be summarily ignored and will not be considered.

**4.** Tenders containing erasures and / or alterations of tender documents are liable to be rejected. Any correction made by tender(s) in his/their entries must be attested by him / them.

**5.** The works are required to be completed within a period of \_\_\_\_\_ months from the date of issue of acceptance letter.

**6. Bid Security:**

(a) Subject to exemptions provided under para 5(1) (a) of Part-1 (ITT) 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 \_\_\_\_\_ Railway. Should the tenderer fail to observe or comply with the foregoing stipulation, the amount deposited or Bank guarantee bond submitted as Bid Security for the due performance of the above stipulation, shall be forfeited to the Railway.

(c) If his tender is accepted,

(i) the Bid Security mentioned in sub para(a) above deposited in cash through e-payment gateway will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause

16 of the Standard General Conditions of Contract;

(ii) the Bid Security mentioned in sub para(a) above submitted as Bank guarantee bond, will be encashed as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract.

The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation to the Bid Security that may happen thereto while in their possession, nor be liable to pay interest thereon.

(d) In case Contractor submits the Term Deposit Receipt/Bank Guarantee Bond towards either the Full Security Depositor the Part Security Deposit equal to or more than Bid Security, the Railway shall return the Bid Security so retained as per sub para(c) above, to the Contractor.

**7. Rights of the Railway to deal with Tender:** The authority for the acceptance of the tender will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest tender or any other tender, and tenderer(s) shall neither demand any explanation for the cause of rejection of his/ their tender nor the Railway to assign reasons for declining to consider or reject any particular tender or tenders.

**8.** If the tenderer(s) deliberately gives / give wrong information in his / their tender or creates / create circumstances for the acceptance of his / their tender, the Railway reserves the right to reject such tender at any stage.

**9.** If any partner(s) of a partnership firm expires after the submission of its tender or after the acceptance of its tender, the Railway shall deem such tender as cancelled/contract as terminated under clause 61 of the Standard General Conditions of Contract, unless the firm retains its character as per partnership agreement. If a sole proprietor expires after the submission of tender or after the acceptance of tender, the Railway shall deem such tender as cancelled / contract as terminated under clause 61 of the Standard General Conditions of Contract.

## **10. Eligibility Criteria:**

### ***10.1 Technical Eligibility Criteria:***

**(a)** The tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, 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.

***Note:- (1) The meaning of similar work for this work is “Design, supply, erection testing & commissioning of 50 HZ, single phase 25 kV AC OHE, OHE for Railway Electrification of existing line/new line/yard modification.”***

- (2) Tenderer should submit valid electrical contractor license issued by electrical inspector to state government with the offer. If electrical contractor license has been expired, tenderer should submit receipt of renewal electrical contractor license issued by electrical inspector to state government with offer also. At the time of contract agreement, contractor must submit valid electrical contractor license issued by electrical inspector to state government. If tenderer have not submitted the valid electrical contractor license, the offer will be summarily rejected.**

**(b)(1)** In case of tenders for composite works (e.g. works involving more than one distinct component, such as Civil Engineering works, S&T works, Electrical works, OHE works etc. and in the case of major bridges

– substructure, superstructure etc.), tenderer must have successfully completed or substantially

completed any 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.

**Note for (b)(1):** Separate completed works of minimum required values shall also be considered for fulfillment of technical eligibility criteria for different components.

**(b)(2)** In such cases, what constitutes a component in a composite work shall be clearly pre-defined with estimated tender cost of it, as part of the tender documents without any ambiguity.

**(b) (3)** To evaluate the technical eligibility of tenderer, only components of work as stipulated in tender documents for evaluation of technical eligibility, shall be considered. The scope of work covered in other remaining components shall be either executed by tenderer himself if he has work experience as mentioned in clause 7 of the Standard General Conditions of Contractor through subcontractor fulfilling the requirements as per clause 7 of the Standard General Conditions of Contract or jointly i.e., partly himself and remaining through subcontractor, with prior approval of Chief Engineer in writing.

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

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

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

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

**Note for Item 10.1:**

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

In case tenderer submits work experience certificate issued by public listed company, the tenderer

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

10.2. Financial Eligibility Criteria: The tenderer must have minimum average annual contractual turnover of V/N or 'V' whichever is less, where

**V= Advertised value of the tender in crores of Rupees**

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

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

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

**Bid Capacity:** The tender/technical bid will be evaluated based on bid capacity formula detailed as Annexure-VI.

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

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

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

*[Explanation for Para 10 of the Tender Form (Second Sheet) including Para 10.1 to 10.5 - Eligibility Criteria:*

- 1. Substantially Completed Work means an ongoing work in which payment equal to or more than 90% of the present contract value (excluding the payment made for adjustment of Price variation (PVC), if any) has been made to the contractor in that ongoing contract and no proceedings of termination of contract on Contractor's default has been initiated. The credential certificate in this regard should have been issued not prior to 60 days of date of invitation of present tender.*
- 2. In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfillment of credentials.*
- 3. If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfillment of credentials*
- 4. In case of completed work, the value of final bill (gross amount) including the PVC amount (if paid) shall be considered as the completion cost of work. In case final bill is pending, only the total gross amount already paid including the PVC amount (if paid) shall be considered as the completion cost of work.*

*In case of substantially completed work, the total gross amount already paid including the PVC amount (if paid), as mentioned in the certificate, shall be considered as the cost of substantially completed work.*
- 5. If a bidder has successfully completed a work as subcontractor and the work experience certificate has been issued for such work to the subcontractor by a Govt. Organization or public listed company as defined in Note for Item 10.1 Para 10 of the Tender Form (Second Sheet), the same shall be considered for the purpose of fulfillment of credentials.*
- 6. In case a work is considered similar in nature for fulfillment of technical credentials, the overall cost*

including the PVC amount (if paid) of that completed work or substantially completed work, shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.

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

#### **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 \_\_\_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) A copy of certificate stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the certificate to be submitted by the bidder is enclosed as Annexure-V. In addition to Annexure-V, in case of other than Company/Proprietary firm, Annexure-V(A) shall also be submitted by the each member of a Partnership Firm Joint Venture (JV)/ Hindu Undivided Family (HUF) Limited Liability Partnership (LLP) etc, as the case may be. Non submission of a copy of certificate by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested/digitally signed by which they/he are/is qualifying the Qualifying Criteria mentioned in the Tender Document.
- (v) The Railway reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the Railway, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Railway shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the Railway there under.
- (vi) (a) In case of any information submitted by tenderer is found to be false, forged or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender Bid Security besides banning of business for a period of up to Two years.
- (b) In case of any information submitted by tenderer is found to be false, forged or incorrect after the award of contract, the contract shall be terminated. Bid Security, Performance Guarantee and Security Deposit available with the railway shall be forfeited. In addition, other dues of the contractor, if any, under this contract shall be forfeited and agency shall be banned for doing business for a period of up to two years.

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

**13. Execution of Contract Documents:** The successful Tenderer(s) shall be required to execute an agreement with the President of India acting through the \_\_\_\_\_, \_\_\_\_\_ 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 up to latest correction slips, mentioned in tender form (First Sheet).

**14. Documents to be Submitted Along with Tender**

- (i) The tenderer shall clearly specify whether the tender is submitted on his own (Proprietary Firm) or on behalf of a Partnership Firm / Company / Joint Venture (JV) / Registered Society / Registered Trust / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. The tenderer(s) shall enclose the attested copies of the constitution of their concern, and copy of PAN Card along with their tender. Tender Documents in such cases are to be signed by such persons as may be legally competent to sign them on behalf of the firm, company, association, trust or society, as the case may be.
- (ii) Following documents shall be submitted by the tenderer:

**(a) Sole Proprietorship Firm:**

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

**(b) HUF:**

- (i) A copy of notarized affidavit on Stamp Paper declaring that he who is submitting the tender on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF.
- (ii) All other documents in terms of Para 10 of the Tender Form (Second Sheet) above.

**(c) Partnership Firm:**

- (i) All documents as mentioned in para 18 of the Tender Form (Second Sheet).

- (d) Joint Venture (JV):** All documents as mentioned in para 17 of the Tender Form (Second Sheet).

**(e) Company registered under Companies Act 2013:**

- (i) The copies of **MOA (Memorandum of Association) / AOA (Articles of Association)** of the company.
- (ii) A copy of Certificate of Incorporation
- (iii) A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favor of the individual to sign the tender on behalf of the company and create liability against the company.
- (iv) All other documents in terms Para 10 of the Tender Form (Second Sheet) above.

**(f) LLP (Limited Liability Partnership):**

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

**(g) Registered Society & Registered Trust:**

- (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) above.
- (iii) If it is NOT mentioned in the submitted tender that tender is being submitted on behalf of a Sole Proprietorship firm / Partnership firm / Joint Venture / Registered Company etc., then the tender shall be treated as having been submitted by the individual who has signed the tender.
- (iv) After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm/ Partnership Firm / Registered Company/ Registered Trust / Registered Society / HUF/LLP etc. shall be neither asked nor considered, if submitted. Further, no suo moto cognizance of any document available in public domain (i.e., on internet etc.) or in Railway's record/office files etc. will be taken for consideration of the tender, if no such mention is available in tender offer submitted.
- (v) A tender from JV shall be considered only where permissible as per the tender conditions.
- (vi) The Railway will not be bound by any change of power of attorney or in the composition of the firm made subsequent to the submission of tender. Railway may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.

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

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

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

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

(a) Should a tenderer

i) be a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, OR

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

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

AND

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

THEN

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

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

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

Note: -If information as required as per 16.a), b), c) above has not been furnished, contract is liable to be dealt in accordance with provision of clause 62 of the Standard General Condition of contract.

**JOINT VENTURE (JV) IN WORKS TENDERS**

**17. Participation of Joint Venture (JV) in Works Tender:** This para shall be applicable for worktenders wherein tender documents provide for the same.



**17.1** Separate identity/name shall be given to the Joint Venture.

**17.2** Number of members in a JV shall not be more than three, if the work involves only one department (say Civil or S&T or Electrical or Mechanical) and shall not be more than five, if the work involves more than one Department. One of the members of the JV shall be its Lead Member who shall have a majority (at least 51%) share of interest in the JV. The other members shall have a share of not less than 20% each in case of JV with up to three members and not less than 10% each in case of JV with more than three members. In case of JV with foreign member(s), the Lead Member has to be an Indian firm/company with a minimum share of 51%.

**17.3** A member of JV shall not be permitted to participate either in individual capacity or as a member of another JV in the same tender.

**17.4** The tender form shall be purchased and submitted only in the name of the JV and not in the name of any constituent member. The tender form can however be submitted by JV or any of its constituent member or any person authorized by JV through Power of Attorney to submit tender.

**17.5** Bid Security shall be submitted by JV or authorized person of JV either as:

- (i) Cash through e-payment gateway or as mentioned in tender document, or
- (ii) Bank Guarantee bond either in the name of JV, or in the name of all members of JV as per MOU irrespective of their share in the JV if the JV has not been constituted legally till the date of submission of tender.

**17.6** A copy of Memorandum of Understanding (MoU) duly executed by the JV members on a stamp paper, shall be submitted by the JV along with the tender. The complete details of the members of the JV, their share and responsibility in the JV etc. particularly with reference to financial, technical and other obligations shall be furnished in the MoU.

**17.7** Once the tender is submitted, the MoU shall not normally be modified / altered / terminated during the validity of the tender. In case the tenderer fails to observe/comply with this stipulation, the full Bid Security shall be liable to be forfeited.

**17.8** Approval for change of constitution of JV shall be at the sole discretion of the Railway. The constitution of the JV shall not normally be allowed to be modified after submission of the bid by the JV, except when modification becomes inevitable due to succession laws etc., provided further that there is no change in qualification of minimum eligibility criteria by JV after change of composition. However, the Lead Member shall continue to be the Lead Member of the JV. Failure to observe this requirement would render the offer invalid.

**17.9** Similarly, after the contract is awarded, the constitution of JV shall not be normally allowed to be altered during the currency of contract except when modification becomes inevitable due to succession laws etc. and minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract conditions.

**17.10** On award of contract to a JV, a single Performance Guarantee shall be submitted by the JV as per tender conditions. All the Guarantees like Performance Guarantee, Bank Guarantee for Mobilization Advance, Machinery Advance etc. shall be accepted only in the name of the JV and no splitting of guarantees amongst the members of the JV shall be permitted.

**17.11** On issue of LOA (Letter of Acceptance), the JV entity to whom the work has been awarded, with the same shareholding pattern as was declared in the MOU/JV Agreement submitted along with the tender, shall be got registered before the Registrar of the Companies under 'The Companies Act -2013' (in case JV entity is to be registered as Company) or before the Registrar/Sub-Registrar under the 'The Indian Partnership Act, 1932' (in case JV entity is to be registered as Partnership Firm) or under 'The LLP Act 2008' (in case JV entity is to be registered as LLP). A separate PAN shall be obtained for this entity. The documents pertaining to this entity including its PAN shall be furnished to the Railways before signing the contract agreement for the work. In case the tenderer fails to observe/comply with this stipulation within 60 days of issue of LOA, contract is liable to be terminated. In case contract is terminated railway shall be entitled to forfeit the full amount of the Bid Security and other dues payable to the Contractor under this contract. The entity so registered, in the registered documents, shall have, inter-alia, following Clauses:

**17.11.1 Joint and Several Liability** - Members of the entity to which the contract is awarded, shall be jointly and severally liable to the Railway for execution of the project in accordance with General and Special Conditions of Contract. The members of the entity shall also be liable jointly and severally for the loss, damages caused to the Railways during the course of execution of the contract or due to non-execution of the contract or part thereof.

**17.11.2 Duration of the Registered Entity** - It shall be valid during the entire currency of the contract including the period of extension, if any and the maintenance period after the work is completed.

**17.11.3 Governing Laws** - The Registered Entity shall in all respect be governed by and interpreted in accordance with Indian Laws.

**17.12 Authorized Member** - Joint Venture members in the JV MoU shall authorize Lead member on behalf of the Joint Venture to deal with the contract, sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint measurement of work done, to sign measurement books and similar such action in respect of the said tender/contract. All notices/correspondences with respect to the contract would be sent only to this authorized member of the JV.

**17.13** No member of the Joint Venture shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of the Railway in respect of the said tender/contract.

**17.14 Documents to be enclosed by the JV along with the tender:**

**17.14.1** In case one or more of the members of the JV is/are partnership firm(s), following documents shall be submitted:

- (i) A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar.
- (ii) A copy of consent of all the partners or individual authorized by partnership firm, to enter into the Joint Venture Agreement on a stamp paper,
- (iii) A notarized or registered copy of Power of Attorney in favour of the individual to sign the MOU/JV Agreement on behalf of the partnership firm and create liability against the firm.
- (iv) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders /contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the bid ineligible or the contract shall be determined under Clause 62 of the Standard General Conditions of Contract.

**17.14.2** In case one or more members is/are Proprietary Firm or HUF, the following documents shall be enclosed:

- (i) A copy of notarized affidavit on Stamp Paper declaring that his Concern is a proprietary Concern and he is sole proprietor of the Concern OR he who is signing the affidavit 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.

**17.14.3** In case one or more members of the JV is/are companies, the following documents shall be submitted:

- (i) A copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement,
- (ii) The copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company
- (iii) A copy of Certificate of Incorporation
- (iv) A copy of Authorization/copy of Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual, to sign the tender, sign MOU/JV Agreement on behalf of the company and create liability against the company

**17.14.4** In case one or more members of the JV is/are LLP firm/s, the following documents shall be submitted:

- (i) A copy of LLP Agreement
- (ii) A copy of Certificate of Incorporation of LLP
- (iii) A copy of resolution passed by partners of LLP firm, permitting the Firm to enter into a JV agreement

(iv) A copy of Authorization /copy of Power of Attorney issued by the LLP firm (backed by resolution passed by the Partners) in favour of the individual, to sign the tender and/or sign the MOU/ JV agreement on behalf of the LLP and create liability against the LLP.

(v) 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. Any Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.

17.14.5 In case one or more members of the JV is/are Society/s or Trust/s, the following documents shall be submitted:

- (i) A copy of Certificate of Registration
- (ii) A copy of Memorandum of Association of Society/Trust Deed
- (iii) A copy of Rules & Regulations of the Society
- (iv) A copy of Power of Attorney, in favour of the individual to sign the tender documents and create liability against the Society/Trust.

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

**17.15 Credentials & Qualifying Criteria:** Technical, financial eligibility and Bid capacity of the JV shall be adjudged based on satisfactory fulfillment of the following criteria:

**17.15.1 Technical Eligibility Criteria ('a' or 'b' mentioned hereunder):**

- (a) For Works without composite components

The technical eligibility for the work as per para 10.1 above, shall be satisfied by either the 'JV in its own name & style' or 'Lead member of the JV'.

Each other (non-lead) member(s) of JV, who is/ are not satisfying the technical eligibility for the work as per para 10.1 above, shall have technical capacity of minimum **10%** of the cost of work i.e., each non-lead member of JV member must have satisfactorily completed or substantially completed during the last 07 (seven) years, ending last day of month previous to the one in which tender is invited, one similar single work for a minimum of **10%** of advertised value of the tender.

- (b) For works with composite components

The technical eligibility for major component of work as per para 10.1 above, shall be satisfied by either the 'JV in its own name & style' or 'Lead member of the JV' and technical eligibility for other component(s) of work as per para 10.1 above, shall be satisfied by either the 'JV in its own name & style' or 'any member of the JV'.

component of the work as per para 10.1 above, shall have technical capacity of minimum **10%** of the cost of any component of work mentioned in technical eligibility criteria. i.e., each other (non-lead) member of must have satisfactorily completed or substantially completed during the last 07 (seven) years, ending last day of month previous to the one in which tender is invited, one similar single work for a minimum of **10%** of cost of any component of work mentioned in technical eligibility criteria.

*Note for Para 17.15.1:*

*a) The Major component of the work for this purpose shall be the component of work having highest value. In cases where value of two or more component of work is same, any one work can be classified as Major component of work. Value of a completed work done by 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 technical eligibility criteria in the tender under consideration.*

***17.15.2 Financial Eligibility Criteria***

The JV shall satisfy the requirement of "Financial Eligibility" mentioned at para 10.2 above. The "financial capacity" of the lead member of JV shall not be less than 51% of the financial eligibility criteria mentioned at para 10.2 above.

The arithmetic sum of individual "financial capacity" of all the members shall be taken as JV's "financial capacity" to satisfy this requirement.

Note: Contractual payment received by 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 compliance of the above mentioned financial eligibility criteria in the tender under consideration.

### **17.15.3 Bid Capacity**

The JV shall satisfy the requirement of "Bid Capacity" requirement mentioned at para 10.3 above. The arithmetic sum of individual "Bid capacity" of all the members shall be taken as JV's "Bid capacity" to satisfy this requirement.

### **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.

18.6 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.

18.7 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.

18.8 On issue of Letter of Acceptance (LOA) to the partnership firm, all the guarantees like Performance

Guarantee, guarantee for various Advances to the Contractor shall be submitted only in the name of the partnership firm and no splitting of guarantees among the partners shall be acceptable.

18.9 On issue of Letter of Acceptance (LOA), contract agreement with partnership firm shall be executed in the name of the firm only and not in the name of any individual partner.

In case the Letter of Acceptance (LOA) is issued to a partnership firm, the following undertakings shall be furnished by all the partners through a notarized affidavit, before signing of contract agreement.

(a) Joint and several liabilities:

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

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

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

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

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

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

(i) A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar.

(ii) A notarized or registered copy of Power of Attorney in favour of the individual to tender for the work, sign the agreement etc. and create liability against the firm.

(iii) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the bid ineligible or the contract shall be determined under Clause 62 of the Standard General Conditions of Contract.

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

### ***18.11 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.

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

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

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

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

already available Security Deposit is permitted up to two times and in a contract of value equal to or more than Rs. 50 Crore, such refund / return of the already available Security Deposit is permitted up to three times.

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

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

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

**19.(3)** No interest shall be payable upon the Bid Security and Security Deposit or amounts payable to the Contractor under the Contract, but Government Securities deposited in terms of Sub-Clause 19.(4)(b) of this clause will be payable with interest accrued thereon.

#### **19.(4) Performance Guarantee**

The procedure for obtaining Performance Guarantee is outlined below:

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

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

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

(b) The successful bidder shall submit the Performance Guarantee (PG) amounting to **5%** of the original contract value and Additional Performance Guarantee as per clause 16(4)(h) of GCC for works-2022 in any of the following forms:-

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

#### **Note-**

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

- (iv) Government Securities including State Loan Bonds at 5% below the market value;
- (v) Pay Orders and Demand Drafts tendered by any Scheduled Commercial Bank of India;
- (vi) Guarantee Bonds executed or Deposits Receipts tendered by any Scheduled Commercial Bank of India;
- (vii) Deposit in the Post Office Saving Bank;
- (viii) Deposit in the National Savings Certificates;
- (ix) Twelve years National Defence Certificates;

- (x) Ten years Defence Deposits;
- (xi) National Defence Bonds and
- (xii) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of FA&CAO (free from any encumbrance) may be accepted.

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

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

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

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

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

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

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

(iii) The Contract being determined or rescinded under clause 62 of these conditions.

(h) If a tender is accepted on the quoted rates of bidder which is below the advertised tender value, an additional performance security shall be submitted by the bidder as below:

| Bid quoted in % of advertised cost | Additional Performance Guarantee (%) |
|------------------------------------|--------------------------------------|
| Below 0-5% (Inclusive)             | NIL                                  |
| Below 5%                           | 5%                                   |

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

**20A Extension of Time in Contracts:** Subject to any requirement in the contract as to completion of any portion or portions of the works before completion of the whole, the Contractor shall fully and finally complete the whole of the works comprised in the contract (with such modifications as may be directed under conditions of this contract) by the date entered in the contract or extended date in terms of the following clauses:

(i) **Extension due to Modification:** If any modifications have been ordered which in the opinion of the Engineer have materially increased the magnitude of the work, then such extension of the contracted date of completion may be granted as shall appear to the Engineer to be reasonable in the circumstances, provided moreover that the Contractor shall be responsible for requesting such extension of the date as may be considered

necessary as soon as the cause thereof shall arise.

(ii) **Extension for Delay not due to Railway or Contractor:** If in the opinion of the Engineer, the progress of work has any time been delayed by any act or neglect of Railway's employees or by other Contractor employed by the Railway under Sub-Clause (4) of Clause 20 of GCC-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.

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

The Contractor shall indicate the period for which the work is likely to be delayed and shall seek extension of time as may be considered necessary under clause 20A(i) or/and 20A(ii) or/ and 20A(iii) above, as soon as the cause thereof shall arise and, in any case, not less than **15 days** before the expiry of the date fixed for completion of the works. The Engineer shall consider the same and shall grant and communicate such extension of time as in his opinion is reasonable having regard to the nature and period of delay and the type and quantum of work affected thereby. No other compensation shall be payable for works so carried forward to the extended period of time; the same rates, terms and conditions of contract being applicable, as if such extended period of time was originally provided in the original contract itself.

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

**20B Extension of Time with Liquidated Damages (LD) for delay due to Contractor:** The time for the execution of the work or part of the works specified in the contract documents shall be deemed to be the essence of the contract and the works must be completed not later than the date(s) as specified in the contract. If the Contractor fails to complete the works within the time as specified in the contract for the reasons other than the reasons specified in Clause 20 and 20A, the Railway may, if satisfied that the works can be completed by the Contractor within reasonable short time thereafter, allow the Contractor for further extension of time (Proforma at Annexure-VII) as the Engineer may decide. On such extension the Railway will be entitled without prejudice to any other right and remedy available on that behalf, to recover from the Contractor as agreed damages and not by way of penalty for each week or part of the week, a sum calculated **at the rate of Liquidated Damages as decided by engineer, between 0.05% to 0.3% of contract value of the work for each week or part of the week.**

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

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



**NOTE:**

In a contract, where extension(s) of time have been allowed once under clause 20B, further request(s) for extension of time under clause 20A can also be considered under exceptional circumstances. Such extension(s) of time under clause 20A shall be without any Liquidated damages, but the Liquidated damages already recovered during extension(s) of time granted previously under clause 20B shall not be waived. However, Price variation during such extension(s) shall be dealt as applicable for extension(s) of time under clause 20B.

**20C Bonus for Early Completion of Work:** In open tenders having advertised value more than Rs.50 crore and original period of completion 12 months or more, when there is no reduction in original scope of work by more than 10%, and no extension granted on either railway or Contractor's account, Contractor shall be entitled for a bonus of 1% for each 30 days early completion of work. The period of less than 30 days shall be ignored while working out bonus. The maximum bonus shall be limited to 5% of original contract value. The completion date shall be reckoned as the date of issuance of completion certificate by Engineer.

**21.(1) Illegal Gratification:** Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or his partner or agent or servant or anyone on his behalf, to any officer or employee of the Railway or to any person on his behalf in relation to obtaining or execution of this or any other contract with the Railway shall, in addition to any criminal liability which he may incur, subject Contractor to the rescission of the contract and all other contracts with the Railway and to the payment of any loss or damage resulting from such decision and the Railway shall be entitled to deduct the amounts so payable from the Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India.

**21.(2)** The Contractor shall not lend or borrow from or have or enter into any monetary dealings or transactions either directly or indirectly with any employee of the Railway and if he shall do so, the Railway shall be entitled forthwith to rescind the contract and all other contracts with the Railway. Any question or dispute as to the commission of any such offence or compensation payable to the Railway under this Clause shall be settled by the General Manager of the Railway, in such a manner as he shall consider fit & sufficient and his decision shall be final & conclusive. In the event of rescission of the contract under this Clause, the Contractor will not be paid any compensation whatsoever except payments for the work done upto the date of rescission.

***VARIATIONS IN EXTENT OF CONTRACT***

**22. 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.

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

**22.(2)(i)** Unless otherwise specified in the special conditions of the contract, the accepted variation in quantity of each individual item of the contract would be 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.

(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.

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

a. Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender;

b. Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;

c. Variation in quantities of individual items beyond 150% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.

d. Variation to quantities of Minor Value Item:

The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1 % of the total original contract value.

d.(i) Quantities operated upto and including 100% of the agreement quantity of the concerned minor value item, shall be paid at the rate awarded for that item in that particular tender;

d.(ii) Quantities operated in excess of 100% but upto 200% of the agreement quantity of the concerned minor value item, shall be paid at 98% of the rate awarded for that item in that particular tender;

d.(iii) Variation in quantities of individual minor value item beyond 200% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.

(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.

(v) As far as Standard Schedule of Rates (SSOR) items are concerned, the variation limit of 25% would apply to the value of SSOR schedule(s) as a whole and not on individual SSOR items. However, in case of Non Standard Schedule of Rates (SSOR) items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).

**22.(3) Valuation of Variations:** The enlargements, extensions, diminution, reduction, alterations or additions referred to in Sub-Clause (2) of this Clause shall in no degree affect the validity of the contract; but shall be performed by the Contractor as provided therein and be subject to the same conditions, stipulations and obligations as if they had been originally and expressly included and provided for in the Specifications and Drawings and the amounts to be paid therefor shall be calculated in accordance with the accepted Bill(s) of Quantities. Any extra 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 these Conditions.

**23 (a)** Tenderer is to abide by the provisions of Payment of Wages Act & Minimum Wages Act in terms of clause 54 and 55 of Indian Railway General Condition of Contract. In order to ensure the same, an application has been developed and hosted on website [www.shramikkalyan.indianrailways.gov.in](http://www.shramikkalyan.indianrailways.gov.in). Tenderer shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The registration/updation of portal shall be done as under (a) Tenderer 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 any LoA for approval of concerned engineer. Engineer shall updated (if required) and approve the details of LoA filled by contractor within 7 days of receipt of such request.

(d) After approval of LoA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on Shramikkalyan portal on monthly basis.

(e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all station details of engaged contractual labour and payments made thereof after each wage period. While processing payment of any "On Account Bill" or "Final Bill" or release of "Advances" or "Performance Guarantee / Security deposit", tenderer shall submit a certificate to the Engineer or Engineer's representative 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](http://www.shramikkalyan.indianrailways.gov.in) till Month Year"(As per Railway Board Letter No. 2018/CE-I/CT/4 dated 17.10.2018)

**24. The intending tenderer is advised to study the tender papers carefully. The tenderer shall not take advantage of any misinterpretation of the conditions due to typing or any other Error/omission and if any doubt, shall bring into the notice of the engineer without delay in case any contradiction and any decision regarding this by SrDEE/TRD/IZN is final and binding on contractor.**

#### SPECIAL CONDITION OF CONTRACT

1. At the time of filling the rates, tenderer must ensure that rate quoted is inclusive of freight, insurance & all taxes and duties. Freight, Taxes and duties quoted separately will not be taken in account for the purposes of evaluation of total contract value and in such cases only rates quoted in the schedule of work shall be taken in account for the purpose of evaluation of total contract value and shall be final and binding on the contractor and no any taxes/ duties or freight or insurance charges will be paid separately. Also Tenderer should note that rate offered by them should include all expenses/cost considering all their condition /circumstances expected to be arising during the course of execution and no any condition should be quoted by them in the tender. Any condition should be quoted by them shall not be considered and contract shall be final as per rate offered by them and that shall be final and binding.

2. This Tender shall be governed by General, Special conditions, Technical specifications.

If there are varying or conflicting provisions in the documents forming part of the contract. Sr.DEE/TRD/IZN shall be deciding authority with regard to the intentions of the provision and decision will be final and binding on the contractor.

**3. Scheme of work** - Within a period of 15 days beginning from the date of issue of Letter of Acceptance of Tender, the Contractor shall submit the detailed time schedule for design and various documents enumerated in tender papers to the purchaser.

#### *4. Quality Assurance Programme in Supply and Erection:*

(a) All materials used in the work shall be of the best quality and of the class most suited for the purpose specified and procured from the sources approved by Research Design and Standard Organization (RDSO)/CORE. It is essential that the manufacturer(s) from whom supply is arranged should have long experience of design and manufacture of equipments, components, materials and fittings. The requisite facilities for testing prototypes supplied against this contract should be available with the manufacturer. In the case of those equipments, components or fittings for which the requisite facilities for testing prototypes are not available with the manufacturer, the manufacturer shall arrange to carry out the prototype tests on his own cost in a testing laboratory approved by the Purchaser. Only tested quality steel shall be used. The contractor shall ensure that the Purchaser's prescribed quality Assurance Standards are rigidly followed in the manufacture and erection/installation of all the materials/components and fittings/equipments required for the work.

(b) Quality of Materials and Erection – The work shall be carried out as per latest RDSO/CORE specification as on the date of opening of tender even if mentioned otherwise elsewhere in the tender.

**Quality Assurance Materials** - All the equipments, materials, fittings and component will be subject to quality control programme of manufacturer, being a part of the Quality Assurance Programme of the Contractor. The materials will be inspected by the Purchaser or his representative either at the manufacturer work or at the Contractors' depot as per following procedure:

Material will be inspected by Consignee/RITES, as desired by Sr.DEE/TRD/IZN at the time of placing purchase order by contractor.

The Purchaser or his representative shall have the right to be present during all the stages of manufacture and shall be afforded 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 programme so as to satisfy himself that the materials are in accordance with specifications, approved drawings and designs and purchaser's prescribed Quality Assurance Standards.

The manufacturer of components such as fittings, mast etc. shall have embossing of the company's name/make & year as per the specification/drawing.

The Purchaser or his representative shall have the right to be present during all the stages of manufacture and shall be afforded 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 programme so as to satisfy himself that the materials are in accordance with specifications, approved drawings and designs and purchaser's prescribed Quality Assurance Standards.

Erection - All erection work will also be subjected to the quality Assurance Programme including inspection by the Purchaser or his representative to ensure that the work is done in accordance with the specification and approved drawings and designs and purchaser's prescribed quality assurance standards.

Expenses of Purchaser' Representative - All the expenses of Purchaser's representative shall be borne by the Purchaser whether the inspected material is finally utilised in work or not.

The decision of the General Manager or his successor shall be final in respect of acceptability or otherwise of any material, fittings, component or equipment required for the work.

#### ***4.1.4. Quality Assurance Programme –***

For proper control of quality and to ensure that the materials, equipment's and fittings are manufactured according to specification and the erection in according to approved instructions, drawings, specifications, the Contractor shall adopt a suitable quality assurance programme to ensure quality at all necessary points, whether at manufacturer's works, or in his depot or at work sites as well as during erection. Such quality Assurance Programme shall also meet the requirement of the purchaser's prescribed quality Assurance Standards. This programme of the Contractor shall generally cover the following: -

**A.** The organization to manage and implement the quality assurance programme.

**B.** The documentation control system:

- i. Basic control system.
- ii. Adopted at manufacturer's work
- iii Adopted at the Contractor Depot and work site.

**C.** Procedure adopted for:

- i. Source Inspection.
- ii. Incoming raw material inspection.
- iii. Verification of material purchased.
- iv. Fabrication Controls.
- v. Site erection controls.

**D.** Inspection and Test Procedure for:

- i. Manufacture and quality control procedure.
- ii. Field activity.

**E.** System of handling and storage.

**F.** System of quality audit.

**G.** System of maintenance of records.

**H.** For the purpose of obtaining 'On Account Payment', the Contractor shall submit along with the invoice, the documents indicated in the prescribed quality Assurance standards which should inter alia cover the following as may be applicable in each case.

- i. Material test reports on raw materials used.
- ii. Material type and routine test report on components specification.
- iii. Inspection Plan with reports of the inspection Plan check points.
- iv. Routine test report.
- v. Factory test results as required under the specification.
- vi. Quality audit report including test check report of Purchaser's representative if any.

**5. Loss In Transit** - If loss or damage occurs to the stores or any part thereof during transit by rail, the contractor shall have only such remedy as is available to the Public against the carrier under the Indian Railway (Amendment) Act - 1961, No.39 of 1961.

**6. Other Railway Stores-** If any material other than those specified is supplied by the purchaser either at the Contractor's request or suo-moto in order to prevent any possible delay in the execution of the works likely to occur

due to the Contractor's inability to make adequate arrangements for supply thereof or otherwise recovery will be made from Contractor's bills at the book rate or the last purchase rate whichever is higher plus 5% on account of initial freight and 2% on account of incidental charges together with supervision charges at 12.5% of the total cost inclusive of material, freight and incidental charges or schedule- 3 rate, whichever is higher. Freight between the Purchaser's source of supply and the contractor's depot or Rail head shall be to the Contractor's account. If, however, the material required by the contractor is not available in Purchaser's stock or the purchaser decides not to supply the same be that for whatever reason, the purchaser shall not be bound to arrange for the supply at cost quoted above or at any other cost nor will this fact be accepted as an excuse for delay in execution of works.

(a) Electricity may be supplied at places where spare capacity is available for running of machinery and for lighting. The contractor shall provide his own distribution system in consultation and with the approval of the purchaser. The cost of providing connections and of energy consumed shall be paid by the Contractor to the Purchaser in accordance with relevant rules and prevailing rates of the Railway.

(b) At places where piped water supply is available the purchaser may supply water to the contractor at convenient points for his office, workshop and stores if necessary connection with the work. The Contractor shall arrange to lay his own pipe lines for distribution in consultation and with the approval of the Purchaser. The Contractor shall be charged for consumption by the Railways at the rate prevailing at that time. The Contractor shall arrange water at the work site at his own cost carried to work site through work trains.

(c) 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.

#### **7. Contractor's drawings etc. –**

The price shall cover preparation of all drawings and designs required to be finalized by the Contractor. The Price shall include the following:

- i. Making and submission of overhead equipment layout plans, including stagger, location of cut in insulator etc. in Auto Cad.
- ii. Preparation of cross-section drawings and structure erection drawings for each structure location in Auto Cad.
- iii. Choice of type and size of foundations to suit soil and loading conditions except for the ones which are considered as "Works under other Agencies".
- iv. Preparation of long section drawings of overhead equipments where such drawings are required including detailed study of overline structures such as foot over bridges, road over bridges etc. for maintaining the specified height of contact wire and requisite clearances.
- v. Preparation of other designs and drawings including drawings of small parts steel work (other than those for which RDSO standard drawings are available)
- vi. Supply of requisite number of copies of all drawings, including completion drawings specified to the Purchaser. After final erection of work, tenderer shall modify the layout plan in the soft copy as well as in hard copy and submit CD.

#### ***Note: Tenderer shall prepare the LOP for removal of critical location if required. Distribution copies***

- On receipt of Purchaser's qualified approval to the Contractor's drawings, Schedule of quantities, the Contractor, shall submit original tracings of those drawings and schedules for the signature of the Purchaser in token approval within seven days of the receipt of approval and the Purchaser shall as far as possible return the same to the contractor within 7 working days thereafter. On receipt of the tracing from the purchaser, the contractor shall submit copies for distributions to field officers and other department as indicated below within 7 days of receipt of approval tracings:

- i. Standard designs including fittings drawings - 3 copies.
- ii. Special designs - 3 copies.
- iii. Final pegging plans - 3 copies.
- iv. Structure cross-section drawings - 3 copies.
- v. OHE layout plans - 3 copies
- vi. OHE profile drawings - 3 copies
- vii. Structure erection drawings - 3 copies
- vii. Supply of requisite number of copies of Bonding plan drawings.

If required, the contractor may be asked to prepare pegging plans for the section. No extra payment will be made for the preparation of such pegging plans.

#### Notes For Measurements –

For the purpose of payment against this item, the length of track shall be measured as under:

- i) General - By the difference in the chainages of the length under consideration, as incorporated in the layout plans.
- ii) Turnouts - The track taking off shall be deemed as starting from the toe of the switch of the turn out.
- iii) Crossover - The length of track shall be taken as the difference in the chainages of the toes of switches of the turnouts constituting the cross over.
- iv) Diamond crossing with or without slips - The two tracks crossing each other shall be measured independently as per note (i) above as though there were no crossing. No extra shall be provided for slip points.
- v) Dead ends and tops of loops - The lengths for payment under this item shall be upto the chainage of anchor mast of the terminating OHE.
- vi) Feeders and return feeders from GSS to feeding Station: This item will also be independent in case of feeders/return feeders/conductors from GSS to OHE feeding stations or in a case of feeders/conductors running on independent structures (not supporting OHE) along or across tracks.

Note: 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 there shall be final subject to appeal within seven days of such decision being intimated to the contractors to the Sr.DEE/TRD/IZN who shall have the power to correct any errors, omissions or discrepancies in the specifications, drawings, classification or work or materials, and whose decision in the matter in dispute or doubt shall be final and conclusive.

#### **8. Power Block/Traffic Blocks:**

- a. The Purchaser will make arrangements to obtain traffic blocks (hereinafter referred to as blocks) for works to be carried out along or adjacent to the track. The Contractor shall, however, carry out maximum amount of work possible without blocks. Works such as grouting of traction masts, muffing and erection of brackets shall invariably be done without blocks. Installation of droppers and adjustment of traction overhead equipment may also be permitted to be carried out with light ladder trolleys protected by banner flags in accordance with General and subsidiary Rules of Indian Railway.
- b. Blocks will normally be granted during day light hours, if however, it becomes absolutely necessary, blocks may be granted during night also. The Contractor shall confirm that he will equip himself to carry out all construction during night blocks efficiently by suitable special lighting equipments without any extra cost if required to do so). The blocks granted will ordinarily be of one track at a time.
- c. Blocks will be subject to normal operating conditions and rules of the Railway. All formalities of exchanging private number etc. with the traffic control will be carried out by the Purchaser's staff and for this purpose the Purchaser will depute a representative for each erection gang, who will be responsible for imposing traffic blocks and also removing the same after men, material and equipment have been cleared by the Contractor from running tracks and the same declared safe for traffic by the Purchaser's representative in case of works involving safety of running tracks.
- d. Blocks required for carrying out works necessitated by the thefts, pilferage, accidents or such other incidents, shall be granted by the Purchaser over and above the normal requirements of block.

#### **9. Correctness of Work And Materials –**

- (a) The contractor shall be solely responsible for correctness of the positions, levels and dimensions of the works according to approved drawings, notwithstanding that he may have assisted by the Purchaser or his men in setting out the same.
- (b) If any dimension figured upon a drawing differs from that obtained by scaling the drawings the figured dimensions should be normally taken as correct unless it is prima facie a mistake. But all such cases shall be brought to the notice of the Purchaser's Engineers and the discrepancy set right before execution.

#### **10. Contractor's Responsibility for discrepancy –**

- a. All designs and drawings submitted by the Contractor shall be based on a thorough study and shall be such that the Contractor is satisfied about their suitability. The Purchaser's approval will be based on these considerations. Notwithstanding approval communicated by the Purchaser, during the progress of the contract for designs and drawings, prototype samples of components, materials and equipments after inspection of materials, after erection

and adjustments to installations, the ultimate responsibility for correct design and execution of work shall be with contractor unless the Purchaser insists on adoption of his own designs in spite of the Contractor not being agreeable to it.

b. The Contractor shall be responsible for and shall bear, and pay the cost for any alternation or works arising from any discrepancies, errors or omissions in the designs and drawings supplied by him, whether such designs and drawings have been approved by the Purchaser or not.

### ***11. Additions and alterations to erected equipments –***

The purchaser may require additional installations or modifications to be carried out on the works he deems necessary, either during the execution or after a part or whole of the installations coming with the purview of the Contract has been put into commercial service. Further it may be necessary and expedient to energize overhead equipment which has been completed and finally adjusted in portions in yard/s. This will necessitate erection of new equipment in the vicinity of or joining energized equipment. In case the prices for such additional works or modifications are not covered by the schedule of price and are such that either party considers additional prices for such works justified, such additional works or modification shall be carried out, only after the additional prices proposed by the Contractor are accepted by the Purchaser. In case additional installations or modifications are required to be carried out under this para, the Purchaser shall grant a reasonable extension of time, should it be necessary.

### ***12. Training of Purchaser's Staff –***

The contractor shall train, free of charge, in a manner mutually agreed between the Purchaser and contractor, such staff of the Purchaser as may be deputed by him, and the wages and allowances and all other associated expenses of such staff shall be paid by the Purchaser.

### ***13. Work by Other Agencies:***

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

b. The contractor shall not be entitled to any extra payment due to hindrance resulting from normal Railway operations, such as delay on account of adequate number of and duration of blocks not being granted, operational delay in movement of work trains extension of time to the contractor.

c. The contractor shall take note that owing to works being carried out by the Purchaser and others. there may be breaks in the continuity of the locations for work owing to works such as track remodeling being undertaken. But the contractor shall not be entitled to claim any extra payment on account of such breaks in the continuity of works would be reasonable ground for extension of completion date/s for the work.

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

e. In cases where the lines to be electrified are not in their final position, the Purchaser will furnish the remodeling plans for such lines to the Contractor and/ or peg out the altered or remodeled position of the tracks to be electrified to enable preparation of designs and assessment of quantities of components required for the work. However, the contractor may not undertake field work on such tracks till they are in final position. The contractor shall not be entitled to any compensation in case of delay in such remodeling work, but the Purchaser will grant a reasonable extension of time for completion.

f. In course of checking the overhead equipment layout plans, the contractor shall prepare a list of infringements, if any exist, and advise the Purchaser in time. The purchaser will arrange for removal of these infringements. The works which will be carried out by the Purchaser are detailed below:

- i) alterations of slewing of tracks to accommodate traction structures of overhead equipment or to suit the Railway requirements.
- ii. Alterations to over-bridges, tunnels, foot-over-bridges and irrigation through, raising of bridges or through or lowering of tracks to give sufficient clearance for overhead equipment.
- iii. Protection at over bridges to prevent accidental or malicious interference with overhead equipment.

- iv. In cuttings, any work necessary to provide clearance for traction structures.
- v. At viaducts and bridges, any alterations required to enable traction structure to be accommodated.
- vi. alterations to station building, signal gantries, signal cabins and other similar constructions, which may be required for erection of overhead equipment, with requisite electrical clearances.
- vii. Diversion of drainage channels of concrete or earthen ware pipes required to accommodate foundations.
- viii. Removal of signal, telegraph, power lines and guys to enable overhead equipment to be erected, with requisite electrical clearances.
- ix. Any blasting work required for excavation in rock other than for foundations.
- x. any rail strapping or other similar work/s necessary for the installation of track structures and overhead equipment on bridges and over bridges.
- xi. Any special steel work and fittings for attachment for masts/portals on steel girder or other bridge, or for attachment to other non-traction structures of the Railway, for carrying or anchoring overhead equipment conductors.
- xii. Dismantling and drilling of piers of bridges and walls, supply and grouting of dowel pins, or holding down bolts, in the piers of bridges or walls.
- xiii. Clearing the way and removing all infringements for erection of 25 KV feeder lines from grid sub- stations.

g. In the course of checking layout plans and general arrangement drawings for switching and/or booster stations, the contractor shall prepare a list of infringements if any exist, and advise the purchaser in time. The purchaser will arrange for removal of these infringements at his own cost.

#### ***14. Infringement of patents:***

a) The Contractor is forbidden to use any patents or registered drawings, process or pattern 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 right that may exist on such processed drawings or patterns which he may use of his own accord.

b. In the case of patent taken out by the Contractor of the drawings or patterns registered by him, or of those patents, drawings, or patents 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 component 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 later 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 methods of using or working by the Purchaser 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 claim is 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.

#### ***17. Insurance:***

a) The contractor shall take out and keep in force a policy or policies of insurance against all liabilities of the contractor or the purchaser at common law or under any status in respect of accidents to person who shall be employed by the contractor in or about the site of the contractors office for the purpose of carrying out the works on the site. The contractor shall also take out and keep in force a policy or policies of insurance against all recognized risks to their offices and depots. Such insurance shall in all respects be to the approval of the Purchaser and if he so requires in his name.

b) Insurance of Man, materials and installations.



The contractor shall take out and keep in force a policy or policies of insurance for Man, all materials in storage, and traction installation excluding foundations under erection and/or erected until such materials and installation are provisionally handed over to the purchaser. For this purpose the traction installation in a section shall be deemed to have been provisionally handed over when provisional acceptance certificate is issued for the section or the traction installation in the section or commissioned or on the expiry of three months after installation are given ready in all respect for handing over, whichever is earlier, for commercial use. The contractor shall not be liable for losses or damages to equipments erected, in the course of erection or in stores at the contractor's depot in consequence of mutiny or other similar causes over which the contractor has no control and which cannot be insured, such losses or damages shall, if required by the purchaser, be made good by the contractor at the cost of the purchaser.

c. The contractor should, however, insure the materials brought to site against risks in consequence of war and invasion as required under the emergency risks (goods) Insurance Act 1962 from time to time.

d. The contractor shall take out all insurance covers in connection with the contract with the General Insurance Corporation of India.

#### **18. Accident:**

a. The contractor shall, in respect of all staff engaged by him or by his sub-contractor, indemnify and keep the purchaser at all times indemnified and protected against all claims made and liabilities incurred under Workman's Compensation Act, the Factories Act and the Payment of Wages Act, and rules made there under from time to time or under any other labour and Industrial Legislation made from time to time.

b. The contractor shall indemnify and keep the purchaser indemnified and harmless against all actions, suits, claim demands, costs, charges or expenses arising in connection any death or injury sustained by any person or persons within the Railway property sustained due to the acts or omission of the contractor, his sub- contractors, his agents or his staff during the executions of this contract irrespective of whether such liability arises under the Workman's Compensation Act, or Fatal Accident Act or any other statute in force for the time being.

c. The contractor's liability to meet third party claims of the type outlined above will be applicable only in cases where accidents have been caused by bad design, workmanship, material or negligence on the part of the contractor and further the liability of the contractor will be limited to Rs.5 lakh for any one accident.

d. The contractor shall be responsible for all repairs and rectification of damages to traction installations erected or under erection due to railway accidents, thefts, pilferage or any other cause, without delay to minimize or to avoid traffic detentions, in a section until the installation are provisionally handed over to the purchaser.

#### **19 Safety measures –**

a. The contractor shall take all precautionary measures in order to ensure the protection of his own personnel moving about or working on the Railway premises, but shall then conform to the rules and regulations of the Railway if and when, in the course of the work there is likely to be any danger to persons in the employment of the contractor due to running traffic while working in the Railway siding and premises, the contractor shall apply in writing to the purchaser to provide flagman on look out men for protection of such persons. The purchaser will, however, decide as to whether it is necessary to post such flagmen for various types of work and also the number of such men required to protect the gang or gangs of contractors staff working at site. The purchaser shall remain indemnified by the contractor in the even of any accident occurring in the normal course of work, arising out of the failure of contractor or his men to exercise reasonable precaution at all places of work whether or not the purchaser decides to post flag men at any particular site of work. The flagmen will be appointed by the purchaser and no expense on this account will be charged from the contractor.

b. During stringing operations every care shall be taken to prevent conductors hanging low over tracks on which traffic block has not been given. All conductors shall be pulled out before traffic block is cleared so that such conductors do not infringe with moving traffic.

c. Ladder trolleys shall be used with caution. They shall not be put on tracks until the purchaser's flagmen are on duty to protect the trolleys and the Purchaser's representative authorises in writing for the trolleys to be put on the tracks. Ladder trolleys shall be promptly removed on instructions from the purchaser's representative and well in advance of trains. No claim shall rest on the purchaser in the event of a ladder trolley being run over by

train.

- d. The contractor shall abide by all Railway regulations in force for the time being and ensure that the same are followed by his representatives, Agents or sub-contractors or workmen. He shall give due notice to his employees and workers about provision of the para.
- e. While working within station limits, especially on passenger platforms, the contractor shall ensure that all times sufficient space is left for free-movement of passenger traffic. He must cover and/or barricade the excavations carried out in such areas and continue to maintain these, till the work is completed, with a view to avoid any accident to public or to Railway staff.
- f. The works must be carried out most carefully without any infringement of the Indian Railway Act or the General and Subsidiary Rules in force on the Railway, in such a way that they do not hinder Railway operation or affect the proper functioning of or damage any Railway equipment, structure or rolling stock except as agreed to by the purchaser, provided that all damage and disfiguration caused by the contractor at his own cost failing which cost of such repairs shall be recovered from the contractor.
- g. If safety of track or track drainage etc. is effected as a consequence of works undertaken by the contractor, the contractor shall take immediate steps to restore normal conditions. In case of delay, the purchaser shall, after giving due notice to the contractor in writing, take necessary steps and recover the costs from the contractor.
- h. Moreover, if any time the works to be carried out directly concern the safety of trains, the contractor's staff must comply fully with the Railway regulations given to him by the authorised Railway Staff. The contractor's employees and workers may for no reasons operate any installation concerning train safety or train movement. They shall notify the authorized representative of the purchaser who will take all necessary steps in this regard.
- i. The contractor shall be responsible for safe custody of all equipments till provisional acceptance.
- j. The contractor's liability to meet third party claims of the type outlined above will be applicable only in cases where accidents have been caused by the bad design, workmanship material or negligence on the part of the contractor and further the liability of the contractor will be limited to Rs.5 lakh for any one accident.
- k. The contractor shall ensure that unauthorized, careless or inadvertent operation of switchgear, which may result in accident to staff and/or damage to equipment, does not occur.
- l. The contractor shall abide by all instructions issued by the purchaser from the time to time in connection with protection/safety of track/ Railway installations personnel as well as quality control. The contractor should not leave the excavated pits un-filled overnight. Due to any reason if it become necessary to leave the pit unfilled overnight, it should be filled back effectively with sand bags to the satisfaction of the Purchaser's representative.
- m. The contractor shall strictly abide by all the safety instructions contained in compendium of instructions on safety at work site near running track.

## **20. Disaster Management over NER:**

Vehicles and equipment of contractors can be drafted by Railway Administration in case of accidents/natural calamities involving human lives in terms of Board's letter no. 2003/CE-1/Misc/3 dtd 15.7.03 or latest. A data base should be kept ready in respect of the equipments available with the working contractor which can be used in train accidents/ natural calamities involving human lives in the construction office. This data base may also be kept on Railway's secured website which can be accessed by the concerned official of the Railways. However, only authorized officials should be able to edit the same.

## **21. Provisional Acceptance:**

- a) Immediately after completion of works of overhead equipment and LT transformer, the contractor, shall certify and advise the purchaser in writing that the section installation is (i) complete (ii) ready for satisfactory commercial service and (iii) ready to handover. He will also place at the disposal of the purchaser the required staff for checking it and putting it into operation.

b) The test or tests as stipulated in the specification excluding power collection tests which would be carried out subsequently in connection with the taking over by the purchaser of the equipment and installations shall be carried out jointly by the Purchaser and the contractor within a month after the receipt of the contractor's notification, as stated in sub-para above.

c) After inspection and satisfactory conclusion of tests and when the purchaser is satisfied with the satisfactory working of the installations, he will issue 'Provisional Acceptance Certificate' which would be signed by both the parties. The Provisional Acceptance Certificate will not be withheld for any minor defects. Should the result/s of inspection and the test/s be not satisfactory, an extension of one month will be granted to the contractor to make good the defects and deficiencies, pointed out by the Purchaser. Fresh inspection and test will then be carried out after the contractor has attended to the defects and deficiencies. If these tests are also not satisfactory, the Purchaser may proceed at the contractor's expenses by all means deemed expedient, to have the installation made satisfactory until they comply with the specifications, and approved drawings and design.

d) In such a case, or in case of delay in completing the work under this contract within the time limit, the Purchaser reserves the right, if he deems it possible, to use in a reasonable manner any section or any part of the section even if some installations of the section are not completely erected. The Purchaser will give to the contractor for this purpose seven days previous notice. The contractor shall then take at his own expenses all necessary steps to complete the works in accordance with the provisions of the contract. In case it becomes impossible to proceed with the above mentioned taking over tests, for reasons other than for which the contractor is responsible, the "Provisional Acceptance Certificate" shall be issued at or within a mutually agreed reasonable period not exceeding three months after completion of the relevant sections as indicated in sub- para/s above.

Note:1. Provisional Acceptance Certificate for each section will be issued immediately after all tests (excluding power collection tests) are completed to the satisfaction of the purchaser. Should the purchaser be unable to complete the tests and energisation of the line within a reasonable time which shall not exceed 1 month from the date of contractor's notification, the issue of provisional Acceptance Certificate shall not be delayed and shall be issued within a maximum time of 3 months after notification. The power collection tests shall normally be carried out for the entire section within three months of the date of energisation of the section.

Note: 2. The issue of Provisional Acceptance Certificate shall not be withheld for rectification of minor defects which may reasonably be considered not essential for energisation and operation of installation. In such cases, only the value of materials and cost of rectification of minor defects shall be withheld from the payments of Provisional Acceptance until rectification is completed. Defective Equipments to be changed –

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

b) The provisions of this para will apply only in respect of the equipments and components supplied by the Contractor or his sub-contractor.

c) Use of Rejected Equipments –

In the event of such rejection as aforesaid, the purchaser shall, without prejudice to his other rights and remedies and in particular without prejudice to his rights under the clause just preceding, be entitled

to the use of the rejected equipment for a time reasonably sufficient to enable him to obtain other replacement equipment. During such period, if the rejected equipment is used commercially the contractor shall not be entitled to the payment on energisation until such rejected equipment is rectified and/or replaced, but the Purchaser shall not be entitled to claim any damages arising out of rejected equipment in respect of such period.

## **22. Defective Equipments to be changed –**

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

b) The provisions of this para will apply only in respect of the equipments and components supplied by the Contractor or his sub-contractor.

c) Use of Rejected Equipments –

In the event of such rejection as aforesaid, the purchaser shall, without prejudice to his other rights and remedies and in particular without prejudice to his rights under the clause just preceding, be entitled to the use of the rejected equipment for a time reasonably sufficient to enable him to obtain other replacement equipment. During such period, if the rejected equipment is used commercially the contractor shall not be entitled to the payment on energisation until such rejected equipment is rectified and/or replaced, but the Purchaser shall not be entitled to claim any damages arising out of rejected equipment in respect of such period.

## **23. Guarantee:**

a) The Contractor shall guarantee that all the equipments and works executed under this contract shall be free from all defects and faults in material, design, workmanship and manufacture and shall be of acceptable standards for the contracted work and in full conformity with the technical specifications, drawings and other contract stipulations, for a period of 12 months from the date of commercial operation or from the date of Provisional Acceptance by the Purchaser whichever is earlier.

b) During the period of guarantee the Contractor shall keep available an experienced engineer and necessary equipment to attend any defective installations resulting from defective erection and/or defects in the equipment supplied by the Contractor. This engineer shall not attend to rectification or defects which arises out of normal routine maintenance work. The contractor shall bear the cost of all modification additions or substitutions that may be considered necessary due to faulty materials, design or workmanship for the satisfactory of the equipment. The final decision shall rest with the General Manager/Chief Electrical Engineer or his successor(s)/nominee.

c) During the period of Guarantee the Contractor shall be liable for the replacement at site of any parts which may be found defective in the equipment whether such equipment be of his own manufacture or those of his sub-contractor whether arising from faulty, design, material, 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. In case of type defects in Contractor's equipment and components detected during guarantee period, contractor should replace all such items irrespective of the fact whether all such items have failed or not. The Contractor shall bear the cost of

repairs carried out on his behalf by the Purchaser at site. In such a case, the contractor shall be informed in advance of the works proposed to be carried out by the Purchaser. 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 equipments so replaced or renewed 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 later. 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 is 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 against the Contractor in respect of such defects or faults.

d) The repaired or renewal parts shall be delivered and erected on site free of charge to the purchaser.

e) Any material, fitting, components or equipments supplied additionally to the extent of 50% of the agreement value shall also be covered by the provisions of this paragraph. The liability of the contractor under the guarantee shall be limited to resupply shall be effected at the contractor's depot or in the event of closure of the depot at the stores depot of the Engineer in-charge or maintenance of overhead equipment of the erection covered by the contract.

f) In the case of material, components, fittings and equipment supplied by the Purchaser no liability will rest on the contractor for failures on account of defective materials or workmanship and for any consequential damages. Such defective materials if not yet erected on line will be returned by the Contractor to the Purchaser such quantities will be considered for the purpose of final reconciliation.

#### **24. Final Acceptance.:**

a) The final acceptance of the entire equipment installed on the section shall take effect from the date of expiration of the period of guarantee or the expiration of the last of the respective period of guarantee of various sections for which Provisional Acceptance Certificate are issued are brought into commercial operation, provided in any case that the contractor has complied fully with his obligation in respect of each section, provided also that the attention has been paid by way of maintenance by the purchaser.

b) If on the other hand the contractor has not so complied with his guarantee obligation in respect of any section the purchaser may either extend the period of guarantee in respect of that section until the necessary work is carried out by the contractor or carry out those works or have them carried out sub-moto on behalf of the contractor at the contractor's expenses. After expiry of the period of guarantee for each section, a certificate of Final Acceptance for the section shall be issued by the purchaser and the last of such certificate which will be called the last and final acceptance certificate. The contract shall not be considered completed until the issue of final acceptance certificate by the purchaser.

(c) The Purchaser shall not be liable to the Contractor for any matter arising out of or in connection with the contract or execution of the work unless the Contractor shall have made a claim in writing in respect thereof before the issue of final acceptance certificate under this clause.

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

#### **25. 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 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, do or compromise, and the incurring of any such expenses shall not be called in question by the Contractor.

**26. Sheds, Storehouses and Yards:** The Contractor shall at his own expense provide himself with sheds, storehouses and yards in such situations and in such numbers as in the opinion of the Engineer is requisite for carrying on the works and the Contractor shall keep at each such sheds, storehouses and yards a sufficient quantity of materials and plant in stock as not to delay the carrying out of the works with due expedition and the Engineer and the Engineer's representative shall have free access to the said sheds, store houses and yards at any time for the purpose of inspecting the stock of materials or plant so kept in hand, and any materials or plant which the Engineer may object to shall not be brought upon or used in the works, but shall be forthwith removed from the sheds, storehouses or yards by the Contractor. The Contractor shall at his own expenses provide and maintain suitable mortar mills, soaking vats or any other equipments necessary for the execution of the works.

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

The Contractor shall place and keep on the works at all times efficient and competent staff to give the necessary directions to his workmen and to see that they execute their work in sound & proper manner and shall employ only such. supervisors, workmen & labourers in or about the execution of any of these works as are careful and skilled in the various trades.

The Contractor shall at once remove from the works any agents, permitted sub-contractor, supervisor, workman or labourer who shall be objected to by the Engineer and if and whenever required by the Engineer, he shall submit a correct return showing the names of all staff and workmen employed by him.

In the event of the Engineer being of the opinion that the Contractor is not employing on the works a sufficient number of staff and workmen as is necessary for proper completion of the works within the time prescribed, the Contractor shall forthwith on receiving intimation to this effect deploy the additional number of staff and labour as specified by the Engineer within seven days of being so required and failure on the part of the Contractor to comply with such instructions will entitle the Railway to rescind the contract under Clause 62GCC.

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

The Contractor shall also employ qualified Graduate Engineer (s) or equivalent, or qualified Diploma Engineer(s), as prescribed in the tender documents.

In case the Contractor fails to employ the Engineer, as aforesaid in Para. 28.1, he shall be liable to pay liquidated damages at the rates, as prescribed in the tender documents.

No. of qualified Engineers required to be deployed by the Contractor for various activities contained in the works contract shall be specified in the tender documents as Special Condition of Contract. Note: contractor shall also employ following qualified Engineers during execution of allotted work:

- (i) One qualified graduate Engineer when cost of work to be executed is Rs. 200 lakh and above, and
- (ii) One Qualified Diploma holder Engineer when cost of work to be executed is more than Rs 25 lakh, but less than Rs. 200 lakhs. Further in case the contractor fails to employ the qualified Engineer, as aforesaid above, in terms of above Para, shall be liable to pay an amount of Rs. 40,000 and Rs. 25,000 for each month or part thereof for the default period for the provisions, as contained in para (i) and (i) above respectively.

**29. 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

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.

**30.** As per Railway Board Letter No.2017/Trans/01/Policy Date 08/02/18 Item No.6.0-Multiple L-1- In case of more than one L-1 bidders, tender may be awarded to tenderer having higher Bid Capacity. In case Bid Capacity is also the same, tenderer having done more value of similar work in the last three financial years and in the current financial year up to the date of opening of the tender, may be selected for the award. Instructions with respect to Bid Capacity will follow.

**31. Price Variation Clause (PVC):** Price Variation Clause (PVC) shall be applicable only in tender having advertised value above **Rs. 2 Crores**.

**32.** This tender complies with Public Procurement Policy Order 2017 Date 15.06.2017 Authority Rly Board's L.No. 2015/RS(G)/779/5 dated 16.03.2018). The Full details of the order can be seen at <http://dipp.nic.in/whats-new/public-procurement-makeindia- order-2017>.

**33.** Penalty would be levied on the contractor when they work without permission or resort to careless working without making arrangements for protecting cables and other utilities. For each cable cut, a joint report at the level of supervisors would be prepared on the same day and it would become the basis for levying penalty and fixing responsibility. Amount of penalties will be levied as:

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

## PRICE AND PAYMENT

### **SCOPE**

The unit rates given against various items of work in tender papers are the schedule of rates. The prices so obtained shall be the unit prices for the various items of work given in schedule of rates and quantities.

### **UNIT PRICES**

The unit prices for supply and erection includes all taxes i.e., GST, duties and applicable on this works contract. The purchaser will entertain no reimbursement on account of Octroi duty. The price shall also include provision for losses and wastages in transit and erection.

### **QUANTITIES:**

The approximate estimated quantities of various items of work are included in Tender Schedule.

### **NON-SCHEDULE ITEMS:**

If during the execution of the work the contractor is called upon to carry out any new item of work not included in Schedules, the contractor shall execute such works at such price as may be mutually agreed with the Purchaser before commencement after obtaining the competent authority's approval and sanction.

Terms of Payment: The terms of payment will be as follows:-

- (i) Supply Portion:-  
70% payment against supply of material and 20% after Erection and balance 10% after completion of work in final bill.
- (ii) Erection Portion :-
  - (a) 90% payment against Erection and balance 10% after completion of work in final bill.
  - (iii) In all other items where supply & erection is common 100 % payment after supply, erection, testing & commissioning.

All the bills for payment shall be accompanied with the following:-

- (i) Certificate of Challan, Inspection, test report and receipt of material by the consignee.
- (ii) Certificate of receipt of materials in good condition at Purchaser's depot duly accepted by the Purchaser's Engineers.

All the above payments shall be subject to observance of all formalities viz. signing of agreement furnishing P.G., verification of power of attorney, MB formalities, bill in Railways standard form etc. All the bills for payment shall be accompanied with the following:-

- ☐ Certificate of completion of work.
- ☐ Inspection certificate issued by Sr. Divisional Electrical Engineer (TRD), Izzatnagar or his authorized representative.

All Govt, levies such as Income Tax, Works Contract Tax etc. which are applicable from time to time, will be deducted from the contractor's bill. To make the payments through ECS/ EFT to contractors the following conditions are applicable:-

- a. Tenderer to give consent in a mandate form for receipt of payment through ECS/EFT.
- b. Tenderer to provide the details of Bank A/c in line with RBI guidelines for the same. These details will include Bank Name, Branch Name & address, Account type, IFSC Code, Bank A/c No. and Bank & Branch Code as appearing on MICR cheque issued by bank.
- c. Tenderer to attach certificate from their bank certifying the correctness of all above mentioned. Issue of materials to the contractor for erection: The material will be re-issued by Railways to the contractor for execution of work and contractor shall load, unload and transport the issued material to the work site at his own cost.

Final settlement: On successful completion of guarantee period and issue of certificate of final acceptance of entire installations, the security deposit will be refunded / or Bank guarantee will be returned to the contractor after adjustment of any dues payable by the contractor to the purchaser.



# **EXPLANATORY NOTES OF SCHEDULE OF RATES AND SCHEDULE OF PRICES**

## **SECTION 1 – GENERAL**

### **Explanatory notes for various items covered in schedule of work are given below:**

The basic quantities of components and materials required to make up a unit of work for selected items are indicated for guidance only. There may be minor variation to suit erection but no adjustment in prices shall be made on that account. In estimating the prices for various items of work provision for loss and wastage in transit and erection should be provided for over and above the basic quantities of components and materials required to make up a unit work, indicated herein, except where otherwise specified for materials supplied by the purchaser.

In the explanatory notes given in this Chapter, the term ‘Small Parts Steelwork’ is meant to cover fabricated steel work made from rolled steel sections, complete with bolts and nuts and washers where required for fastening the small parts steel work to any structural member. The term “attachment” wherever used is intended to cover castings, forging, machined or welded components or fittings, which are attached directly to a structural member, or mounted on small parts steel work and shall include bolts and nuts for fastening the attachment to the structural member or small parts steel work.

In the explanatory notes given in this Chapter, the term “bimetallic connection” is meant to cover any connection between a copper conductor and an aluminum conductor. The clamps used for such connections shall be made up of a suitable aluminum alloy or copper alloy and the copper aluminum conductor shall be wrapped with a bimetallic (aluminum copper) to prevent direct contact between Aluminum and copper. Special notes for measurements are included in this chapter under various items, where necessary.

### **Reconciliation of materials supplied by the purchaser:**

- a) The following procedure shall be adopted for the final reconciliation of the various equipments, materials fittings and conductors supplied by the purchaser.
- b) All the materials supplied by the purchaser shall be correctly accounted for and quantities reconciled on completion of the work by the Contractor. On completion of work all surplus materials supplied by the Purchaser together with the ones found defective or that have become defective or broken on account of defective, materials and/or workmanship shall be returned to purchaser by the Contractor.
- c) Steel – Cost of rolled steel masts, gantry masts, fabricated steel work damaged or not accounted for, will be recovered at rates specified at rates specified in note at the end of this Para or as specified by the Railway.
- d) Wires and conductors – same as above. Note (i) If there are any shortage during final reconciliation, their cost will be recovered by the purchaser from the contractor at the book rate or the last purchase rate or the prevailing market rate whichever is higher plus 5% on account of initial freight, 2% on account of incidental charges together with supervision charges @ 12.5% of the total cost inclusive of material freight and incidental charges. Freight between the purchaser’s source of supply and the contractor’s depot shall be on the contractor’s account.

(ii) No recovery /reconciliation shall however, be made as per the preceding paras if the items stated under clause 1.4.6 are made contractor supply by including the respective optional items in the contract.

### **Released Material:**

The contractor shall return to the purchaser all the released material from the existing system at the first available opportunity but not later than a week at the purchaser’s stores. If the contractor fails to return the released material in specified time, the cost of released material will be recovered from the progress bill before releasing any payment.

## **SECTION-2: OHE PARTICULAR**

### **Section-1 (General)**

1. Notwithstanding anything to the contrary in this section, the entire requirements of the equipments, components and fittings for the work, listed in IREPS schedule will be supplied by the purchaser to the contractor. The prices in the IREPS schedule shall be exclusive of cost of supply of these items mentioned in IREPS schedule.
2. In the case of wires, conductors, etc. the prices for erection shall include any assembly work to be done in the contractor's depot prior to erection at site, such as fabrication of droppers etc. to shapes and sizes required.

**Item No. 1(a) (01010102): Preparation of Design and Drawings for OHE and verification of purchaser's pegging plan: The price shall cover preparation of all drawings and designs required to be finalized by the Contractor. The Price shall include the following:**

- i. Making and submission of overhead equipment layout plans, including stagger, location of cut in insulator etc. in Auto Cad.
- ii. Preparation of cross-section drawings and Structure Erection Drawings for each structure location in Auto Cad.
- iii. Choice of type and size of foundations to suit soil and loading conditions except for the ones which are considered as "Works under other Agencies".
- iv. Preparation of long section drawings of over head equipments where such drawings are required including detailed study of over line structures such as foot over bridges, road over bridges etc for maintaining the specified height of contact wire and requisite clearances.
- v. Preparation of other designs and drawings including drawings of small parts steel work (other than those for which RDSO standard drawings are available)
- vi. Supply of requisite number of copies of all drawings, including completion drawings.
- vii. Preparation, design, development of Bonding Plans based of Track Circuit plans supplied by the purchaser, clearly specifying the location of various bonds, +ve, -ve rails and other relevant details as required for bonding plan and supply of requisite number of copies of Bonding Plans drawings. In case preparation of the overhead equipment pegging plans by the Purchaser for any part of the section is delayed, the Contractor may be asked to prepare pegging plans for the section. No extra payment will be made for the preparation of such pegging plans. The total length of track for which the Contractor may be asked to prepare such pegging plans will not exceed 2% of the final total quantity against this item. This price shall also cover soil investigation and testing in an approved manner.

After final erection of work, tenderer shall modify the layout plan in the soft copy as well as in hard copy and submit CD.

Note: Tenderer shall prepare the LOP for removal of critical location if required.

#### **Notes For Measurements –**

For the purpose of payment against this item, the length of track shall be measured as under:

- i) General - By the difference in the chainages of the length under consideration, as incorporated in the layout plans.
- ii) Turnouts - The track taking off shall be deemed as starting from the toe of the switch of the turn out.
- iii) Crossover - The length of track shall be taken as the difference in the chainages of the toes of switches of the turnouts constituting the cross over.
- iv) Diamond crossing with or without slips - The two tracks crossing each other shall be measured independently as per note (i) above as though there were no crossing. No extra shall be provided for slip points.
- v) Dead ends and tops of loops - The lengths for payment under this item shall be upto the chainage of anchor mast of the terminating OHE.
- vi) Feeders and return feeders from GSS to feeding Station: This item will also be independent in case of feeders/return feeders/conductors from GSS to OHE feeding stations or in a case of feeders/conductors

running on independent structures (not supporting OHE) along or across tracks.

**ITEM No. 8(a)(xii) (01010402): Marking of ‘Y’ measurement at BWA locations**

The price shall cover marking/ painting of temperature and ‘Y’ measurement on OHE masts at BWA locations including cost of paint.

**ITEM No. 8(b)(i) (01010501 & 01010502): Supply without Insulator and erection of materials for termination of single conductor of overhead equipment or a terminating wire.**

The price shall cover supply of all material necessary for the termination of single conductor of overhead equipment or terminating wire on a traction mast or structure, including appropriate mast anchor fittings, clevis assembly, adjuster, anchor double straps, ending clamp for the catenary or contact wire or terminating wire and fittings including 9 ton insulator (Cost of insulator will be paid in Schedule-1, Section-5), assembly and terminating wire, if any. The price shall cover erection of all materials including the 9 ton insulator assembly and terminating wire, if any.

**NOTE:** In case of "V" type anchorage is adopted for terminating a single conductor such an arrangement would be counted as two off under item 8(b)(i), for the purpose of payment.

**ITEM No. 11(a)(i) (01011101 & 01011102): Supply without insulator and Erection of a cut-in (9 Tonne) insulator:**

The price is applicable to the provision of an additional 9 Tonne cut-in-insulator on a flat rate basis such as in a head-span, cross span or in span wire or an overhead equipment conductor at an insulated overlap, anti-creep not provided for in other items. The price shall cover supply of all components required for the cut-in-insulators assembly, including appropriate terminal fittings for the conductor but excluding the cost of 9 ton insulator assembly. This price shall cover erection of all components, including the 9 ton insulator. This price shall also be applicable as an adjustment price for non-provision of insulators under items 8(b)(i) to 8(b)(viii).

**ITEM No. 11(b) (01011301 & 01011302) : Supply without Insulator and Erection of a 25 kV Post Insulator.**

The price is applicable to the provision of a 25 kV Post Insulator to support copper or aluminium jumper/busbars. The price shall cover supply of all components and fittings/angle iron (outrigger) to support the jumpers but excluding post insulator and small parts steel works with bolts and nuts etc., if any. The price shall cover erection of all components required for the assembly, including post insulator, but excluding small parts steel work with bolts and nuts etc. if any.

**ITEM No. 27(c) (01013401 & 01013402) : Supply, Erection, oil filtration, testing and commissioning of 25 kV/240 V, 25 kVA L.T. supply transformers.**

The price shall cover Supply of 25kV/240V 25 kVA LT supply transformers, at site, as per the RDSO's specification indicated in Annexure-1 of Part-IV of this tender paper, and erection of the same complete with terminal connectors on a mast or gantry. The price shall be applicable for transformers mounted on steel pedestals at switching stations also. The price shall also cover supply and erection of an enameled number plate of approved design. The price shall also cover oil filtration and precommissioning tests as approved by the railways. The contractor shall make his own arrangement for oil filtration equipments, as well as power supply required for the same. All necessary tools, equipments, instruments required for carrying out oil filtration/checks/tests and commissioning shall be arranged by the contractor.

**ITEM No. 28 (01013601 & 01013602): Supply without Insulator and Erection of 25 kV D.O. Fuse Switch**

The price shall cover supply and erection of 25 kV drop out fuse switch complete with all mounting accessories and terminal connectors as required but without the cost of the supply of 25 kV solid core insulator. The price shall not include erection of small parts steel work.

**ITEM No. 31(a) (01013901 & 01013902): Transfer of equipment from one mast or support to another**

The price shall cover transfer of overhead equipment to a bracket assembly on a new mast or support and dismantling of the erected bracket assembly from the old mast of support and consequent adjustment to overhead equipment required such as re-spacing of droppers (including cost of dropper wire), leveling etc.

the foundation and steel work and bracket assembly for the new mast or structure will be paid for under appropriate items 2,3 and 4 respectively.

**ITEM No. 31(b) (01014002): Provision of an additional bracket assembly/assemblies on mast or support**

The price shall cover dismantling of an existing bracket assembly/assemblies and provision of a multiple cantilever cross arm wherever required, supplied free of cost by the Purchaser and erection of bracket assemblies on the multiple cantilever cross arm. The price shall include any consequential adjustment to traction overhead equipment such as re-spacing of droppers, leveling, etc. This prices shall not include the price for supply and erection of any additional bracket assemblies, which will be paid for under item 4.

**ITEM No. 31(d) (01014202): Dismantling of overhead equipment-**

The price shall cover cost of dismantling of equipment including Terminations, tensioning devices, guy rod assemblies, bracket assemblies and associated small parts steel work(excluding components embedded in concrete).

**ITEM No. 31(f) (01014402): Splicing and extension of anchored overhead equipment**

The price shall cover splicing of terminated overhead equipment for extension and consequent adjustment of the affected equipment. The dismantled equipment (excluding portions embedded in concrete) shall be returned to the Purchaser's Engineer. The cost of dismantling of overhead equipment would be paid for under item 31(d) for the whole length of the anchoring span irrespective of the physical position of the splices. The extended overhead equipment shall be deemed as starting from the center line of the structure preceding the old terminating structure and the extended overhead equipment shall be paid for under item 6(a) or 6(b) or 6(c) as applicable.

**Item No. 36 (a) (01015202): Unloading of all type of Steel Structures:**

The price shall cover unloading charges for all type of steel structures (BFB/ RSJ, B-Series, Spl structures, N, O, R type structures etc) from BFR/ trailer/ truck over and above the requirement givenby the contactor for the completion of the present work or actual qty utilised in the completion of work; whichever is higher.

**Item No. 36(b) (01015302): Loading of all type of Steel Structures:**

The price shall cover loading charges for all type of steel structures (BFB/ RSJ, B-series, Spl.structures, N, O & R type structures etc) into BFR/trailor/ truck over and above the requirement given by the contractor for the completion of the present work or actual qty utilised in the completionof work; whichever is higher.

**Item No. 37(a) (01015402):: Unloading of all type of Copper & Aluminium conductors:**

The price shall cover unloading charges for all type of copper conductors (contact wire, catenary wire, Dropper, Briddle wire, Jumpers etc) and Aluminium conductors (spider conductor etc) into BFR/ Tower wagon/ trailer/ truck over and above the requirement given by the contractor for the completion of the present work or actualqty utilised in the completion of work; whichever is higher.

**Item No. 37(b) (01015502):: Loading of all type of Copper & Aluminium conductors:**

The price shall cover loading charges for all type of copper conductors (contact wire, catenary wire,Dropper, Briddle wire, Jumpers etc) and Aluminium conductors (spider conductor etc) into BRF/ Tower wagon/ trailer/ truck over and above the requirement given by the contactor for the completion of the present work or actualqty utilised in the completion of work; whichever is higher.

**ITEM No. 32: Extra on erection rate for work under a power block of item no. 8(b)(i), 11(a)(i), 11(b), 27(c), 31(a), 31(b), 31(d) & 31(f)**

The price under this item cover extra charges over and above erection rates of item 8(b)(i), 11(a)(i), 11(b), 27(c), 31(a), 31(b), 31(d) & 31(f) of Schedule 1, (Pt. I, Ch. IVA) for erection of equipment in the vicinity of energized overhead equipment and feeders or erection of equipment with joints equipment already energized or on energized equipment which calls for a power block (shut off of traction power).The price payable under this item shall be 100% extra over the erection rates of the item referred to above,

provided such work is not called for on account of non-compliance with specifications, approved drawings and instructions given by the Purchaser from time to time.

The extra erection rate under this item will not be payable, if power block is given for a total duration of a 4 hour or more in a day. Where the prices under this item are applicable, the Contractor shall finalise the quantities of various items of work to be done under a power block, jointly with the Purchaser's Engineer prior to taking the work in hand.

### **Section-2: (Concrete)**

#### **ITEM No. 2(b) (02010501 & 02010502): Concrete for foundation and plinth in other than hard soil and rock. (for concrete mix of M 10 and M 15 Grade in Foundation)**

The price shall cover excavation, supply and handling of all materials and accessories, temporary arrangements for excavation in hard soil and concrete/masonry drains/walls requiring use of chisel and hammer 2(a)(i) or requiring blasting 2(a)(ii), Shoring where necessary, casting concrete including frame work where necessary, tamping of concrete, grouting of masts and finishing the top of concrete foundation or anchor blocks. The price also includes dismantling of all connected temporary arrangements, back filling with earth and compacting the same to the required height and width as per drawing to ensure safety of foundation, confining the exposed height of foundation block to within 10 cm., and removal of spoil.

The Purchaser's Engineer shall certify where use of chisel and hammer or blasting has been necessary. The contractor shall arrange for supply of explosives and all tools and plants for blasting operations at his own cost. If half or more of the depth or width of excavation is in hard soil/concrete/masonry drains/walls or in rock, the entire foundations shall be paid for under item 2(a)(i) or 2(a)(ii) as the case may be. If half of the depth or width of the excavation is in hard soil/concrete/masonry drains/walls and the other half is in rock, the entire foundation shall be paid under item 2(a)(ii). The price shall include the cost of cement.

Notes for measurement for items 2 (a) (i) and (ii):-

1. The payable volume of the foundations under item 2(a)(i) and (ii) shall be the designed one as shown in the drawings for which the hole has been blasted, irrespective of the actual configuration assumed by the latter due to the blasting.
2. The depth of the excavation shall be measured from the formation level to the maximum excavated point.

**Note:- The price shall include all works mentioned in item 2(a) in all classes of soil except hard soil, concrete or masonry drains and walls and rock.**

### **Section-3 (Ferrous)**

#### **ITEM No. 3(b)(i) (03010301 & 03010302): Supply and erection of fabricated and galvanized structures (O, N&R type portals) with necessary components other than masts.**

The price shall cover the cost of supply of O, N and R type portals with components as per RDSO's Drg No.:

- (i) ETI/C/0008 Sheet No.1 latest Mod for 'N' type
- (ii) ETI/C/0017 Sheet No.1 latest Mod for 'O' type
- (iii) ETI/C/0011 Sheet No.1 latest Mod for 'R' type

The structures shall be fabricated from steel conforming to IS:2062/2006, Gr.E-250 (Fe 410 W), Quality- A, IS-808/1989 and galvanised as per RDSO's specification No.ETI/OHE/13 (4/84) with A&C slip Nos 1 to 3 , with latest spec.

The price shall cover, cost of erection, alignment and setting before grouting, wherever required, of portals assembly of boom components and erection of the same. The prices shall also include supply and erection of galvanised bolts, nuts washers etc. wherever required as per approved designs and drawings. The price shall cover assembling, adjustment and erection of all types of booms including TTC booms and any special structures across the track, not covered under item 3(b)(iii). The price shall also include the cost of repairing of platform shelters in case the shelter is dismantled/removed/damaged during the course of erection of a portal at platforms.

#### **ITEM No. 3(b)(ii) (03010401 & 03010402): Supply and erection of structural steel (traction mast)**

**fabricated and galvanized, of all type B-Series Mast.**

The price shall cover the cost of supply of B-Series traction mast 9.5 m and/or 11.4 m long i.e. B- Series Mast fabricated and galvanized as per RDSO Drg No. ETI/C/0071 (Mod-E), TI/DRG/CIV/B- Mast/00001/13/0 with latest mod and specification No. ETI/OHE/13 (4/84), with latest spec. Steel shall be conforming to IS-2062/2011 Gr. A and Zinc conforming to IS-209 latest.

The price shall also cover the supply of all size of B-Series mast required which has not been mentioned.

The price shall cover cost of erection, alignment and setting before grouting of individual traction masts and main masts of Switching and Booster Transformers stations including those for head spans. The price shall also include the cost of repairing of platform shelters in case the shelter is dismantled/removed/damaged during the course of erection of a mast at platforms.

**Note:** 11.4 m long masts shall have provision for erection of Brackets (Cantilevers) for conventional as well as for High Rise OHE.

**ITEM No. 3(b)(iii) (03010501 & 03010502): Supply and erection of special fabricated & galvanised steel structure other than portals and traction masts not covered under item 3(b)(i) & 3(b)(ii).**

The price shall cover the cost of supply and erection of special fabricated & galvanised steel structures (other than BFB/RSJ/B-Series masts and portals) for conventional and High Rise OHE. The structure to be supplied under this item shall be TTC, G-type, BFB type portals, Bridge masts, emergency masts and double/fabricated “S” series masts such as S3, S5, S7, S8, S-100, S-101, T- 150, Dwarf Masts etc. Any other similar structure required during the execution of work shall also be supplied under this item.

The price shall include the cost of steel, fabrication, galvanisation, and supply at site for erection. Steel shall be conforming to IS-2062 Gr. 'A' 'SK 2011 (latest), Zinc conforming to IS- 209/1997 (latest) and galvanization to RDSO's specification No. ETI/OHE/13(4/84) with A&C slip No.1 to 3, with latest spec. The various structures covered under this item are:-

| SN | Description  | Drg No.                                  | Mod    |
|----|--|--|--------|
| 1  | TTC with 5.5/8.0m boom   | ETI/C/0009 sheet 1                       | Latest |
| 2  | G-type portal upright & end pieces   | ETI/C/0056                               | Latest |
| 3  | BFB portal   | ETI/C/0026 Sh.1                          | Latest |
| 4  | S-7,12.4m  | ETI/C/0182                               | Latest |
| 5  | S-8,12.4m  | ETI/C/0183                               | Latest |
| 6  | S-100, for LT, transformer at SWS  | ETI/C/0043                               | Latest |
| 7  | S-101, for Isolators inside SWS  | ETI/C/0044                               | Latest |
| 8  | S-3,11.4m  | ETI/C/0180                               | Latest |
| 9  | S-5,11.4m  | ETI/C/0042                               | Latest |
| 10 | T-150, for LT supply transformer   | ETI/PSI/037                              | Latest |
| 11 | Dwarf Mast   | ETI/OHE/G/1402                           | Latest |
| 12 | Special BFB Portal for 5 tracks (General Arrangement) for High Rise OHE    | TI/DRG/CIV/BFB-POTAL/00001/13/0 Sh. No.1 | Latest |
| 13 | G-Type Portal Special Upright and End Piece for High Rise OHE              | TI/DRG/CIV/G-PORTAL/00001/13/0           | Latest |
| 14 | Two Track Cantilever Structure (TTC) General Arrangement for High Rise OHE | TI/DRG/CIV/TTC/ 00001/13/0 Sh.-1         | Latest |

The price shall cover, cost of erection, alignment and setting before grouting , wherever required, gantries, including tower/ steel tower/steel work for feeders for traction sub-station, drop arms, standard super masts and suspension brackets for feeders and return conductors, dwarf masts or stub masts for anchoring, complete with anchor plates drilled and welded in position, multiple cantilever cross arm, chairs, adopters for bracket assemblies and all other small part steel works, the erection of which is carried out by the Contractor irrespective of whether they are supplied by the Purchaser or the Contractor. The prices shall also include

supply and erection of galvanised bolts, nuts washers etc. wherever required as per approved designs and drawings. The prices shall also include the cost of repairing of platform shelters in case the shelter is dismantled/ removed/damaged during the course of erection of a mast/portal at platforms.

**ITEM No. 33(b): Extra on erection rates for steel work manually under Item 3(b)(i), 3(b)(ii) & 3(b)(iii):-**

The price under this item covers extra charges over and above erection rates of item No. 3(b)(i), 3 (b)(ii) & 3 (b)(iii) of Schedule-1(Pt. I, Ch. IVA) without use of rail crane. The price payable under this item shall be 50% extra over the erection rates of items referred to above, provided such work is not called for on account of non-compliance with specifications, approved drawings and instructions given by the purchaser from time to time.

Note : Where the works under these item 33(a) i.e "Manual Stringing" and 33(b) i.e "Manual Erection of Masts" are feasible, the Contractor shall finalise the quantities of various items of work jointly with the purchaser's engineer prior to taking up the work in hand, subject to a maximum of two percent each for item 3 (b)(ii) & 3 (b)(iii) of Schedule-1.

**ITEM No. 3 (c) (03010601): Supply only of fabricated steel work other than masts (SPS)**

The price shall cover the cost of supply only of all fabricated steel work excluding fasteners which are required to be supplied by the Contractor. The cost of erection for such steel work, if carried out by the Contractor shall be paid for under item 3(b)(iii).

For standard fabricated steel work for which RDSO'S approved drawings are available, the weight of steel work as specified in RDSO'S drawing shall be considered for payment. However, in case the unit sectional weight of any member indicated in RDSO's drawing is not in conformity with the unit sectional weight as per the latest IS specification, the weight of the fabricated steel work shall be calculated on the basis of latest IS specification and the same will be considered for payment. For the non-standard fabricated steel work, the calculated weight to be considered for payment under this item shall be included in the relevant drawing based on, latest IS sectional weight at the time of submitting the designs for approval of the Purchaser. The price shall include the cost of supply of bracket top and bottom mast fittings suitable for PSC masts.

**ITEM No. 3(e)(i) (03010701 & 03010702): Supply and erection of a Guy Rod Assembly**

The price shall cover supply and erection of Guy Rod Assembly, for both conventional and High Rise OHE, of various lengths for traction masts, feeder line towers or supports complete with mast guy rod fittings, guy rod with adjustments and part/s be grouted in the anchor block. The price shall not include the cost of supply and erection of a dwarf or stub mast with anchor plates drilled and welded in position, where required, for anchorage, and small parts steel work, complete with bolts and nuts etc., if any for attaching the mast guy rod fittings to the mast/structure which shall be paid for separately under the relevant item. Prices indicated against all other items should be exclusive of the price of supply and erection of guy rod, if any which will be paid for under this item.

**COMPONENTS REQUIREMENT**

| Rly. Id. No.   | Description of components   | Qty. per unit                |
|--|---|------------------------------|
| 3232   | Mast guy rod fitting (welded) complete with 4 short bolts, nuts, lock nuts and washers for attachment to mast/S.P.S including appropriate fittings. | 1 off                        |
| 5001/ 5001-3   | Anchor bolts (complete with nuts lock nuts and split pins)  | 1 Set                        |
| 5002   | Guy rod stirrup   | 1 off                        |
| 5004 or 5005 or 5005-2 or 5006-1 or 9070 or 9071 or 5006-2 | Guy rod with nut, lock nut, washer and split pin  | 1 off                        |
| 5007-1   | Anchor 'v' bolt   | 2 off                        |
| 5008   | Anchor  | 2 off                        |
| 5220   | Guy rod double strap assembly   | 1 off or 2 off (as required) |

NOTE: 1. In case the Contractor desires to adopt a different design for guy rod assembly, the same shall be indicated by him in the Tender and the components required should be clearly listed under this item as deviation.

2. Supply and erection of guy rod assembly at anticreep portals will also be paid for under this item.

**ITEM No.4(a) (i) (03011001 & 03011002): Supply without Insulator and erection of a single bracket assembly**

The price shall cover on a flat rate basis any bracket assembly on a traction mast or support on drop arm and shall include those on high/low level platform, in the vicinity of turnouts, over bridges or and at locations with reduced encumbrance or terminating wires. The price shall include the cost of supply of all components including galvanised steel tube, dropper wires, bolts and nuts etc. but excluding small parts steel work and solid core insulators. Cost of insulators will be paid in Schedule-1, Section-5 and cost of SPS will be paid under item 3(c) of Schedule-1, Section-3. The price shall cover erection of all components including insulators, small parts steel work and dropper wires. However, this does not include the anticreep arrangement at masts/structures. The price shall include:

| Rly. Id No.                    | Description of components  | Qty. per unit |
|--------------------------------|--|---------------|
| 3020-1                         | Mast fitting for hook insulator (Forged) with 2 off bolts, nuts, lock nuts and washers of 16 dia.  | 1 set         |
| 2400                           | Tubular stay arm assembly (including galvanised steel tube).   | 1 set         |
| 2110/ 2130/2380                | Catenary suspension bracket assembly or hook bracket   | 1 off         |
| 1160)                          | Suspension clamp   | 1 off         |
| 2120, 2140, 2040, 2080         | Bracket tube assembly complete with tube cap and sleeve where required (including galvanised steel tube).  | 1 set         |
| 3070-1/2)                      | Mast bracket fitting assembly including 2 off bolts, nuts, lock nuts and washers of 16 mm for attachment to structure or to small part steel work. | 1 set         |
| 2151-2, 2152-2, 2161-2, 2162-2 | Register arm hook Top & Bottom complete (Forged) with bolts, nuts and lock nuts.   | 1 off         |
| 2420 or 2430, 2270-4 or 5      | Register arm assembly or raised register arm assembly (including galvanised steel tube).   | 1 set         |
| 2460 Style 02 or 2470-Style 02 | Register arm dropper assembly including dropper wire complete with bolts, nuts etc.  | 1 set         |
| 2391-1, 2540/2520              | Steady arm hook (BFB) (Forged) or bent steady arm (where required)   | As required   |
| 2361-1, 2491-2, 2492-2         | 25 mm drop bracket (Forged) with bolts & locknuts. 25 mm Steady arm clamp (Forged) with bolts & locknuts.  | -do-          |
| 1220/1370/-1                   | Contact wire swivel clip or raised register arm clamp  | 1 off         |
| 2550-1/2                       | Anti wind clamp  | As required   |

**ITEM No. 8(a)(v) (03012001 & 03012002): Supply and erection of regulating equipment (3 pulley type) with Counter weight assembly for conventional/composite OHE.**

The price shall cover supply and erection of counter weight assembly (for both conventional and High Rise OHE) including 5-ton adjuster with double strap assembly and normal/anti-theft guide tube assembly, the supply of regulating equipment and stainless-steel wire rope (of various length as required) required for the regulating equipment and small part steel work, if any. The price shall also cover adjustment of the entire regulating equipment. The price shall not include supply and erection of termination, which will be paid for under item No. 8(b).

**ITEM No. 8(b)(ii) (03012401 & 03012402): Supply without Insulator and erection of materials for termination of double conductors.**



The price shall cover supply of all materials necessary for the yoked termination of two overhead equipment conductors on a traction mast or structure, including appropriate mast anchoring, clavis assembly, two adjusters, ending clamps for catenary and contact wires, anchor double strap assembly, equalising/compensating plate and fittings including 9-ton insulator (Cost of insulator will be paid in Schedule-1, Section-5), assembly and terminating wire, if any. However, the price shall cover erection of all materials including the 9-ton insulator assembly.

**ITEM No. 9(a) (03012701 & 03012702): Supply without Insulator and erection of anti creep with Galvanised steel wire.**

The price shall cover supply of all materials for anti-creep including adjusters, galvanised steel wire, mast anchor fittings at its terminations on either side on structures, ending clamps and fittings excluding 9 ton insulator assembly (Cost of insulator will be paid in Schedule-1, Section-5) and small parts steel work, if any. Cost of SPS will be paid under item 3(c) of Schedule-1, Section-3. The price shall cover erection of all materials including 9 ton insulator assembly and small parts steel work, if any.

| RLY.IDENT No. | DESCRIPTION OF COMPONENTS                 | QTY. PER UNIT |
|---------------|---|---------------|
| -             | Galvanised steel wire (19/2.50 mm)        | As required   |
| 6020          | 9-ton insulator assembly.                 | As required   |
| 1360          | Steel wire ending clamp                   | 2 off         |
| 5020-1/5020-2 | 9-ton adjuster (Forged)                   | 2 off         |
| 5030          | Anchor double strap assembly              | As required   |
| 3010/5040     | Clevis assembly                           | 2 off         |
| 3231          | Mast anchor fitting with bolts, nuts etc. | 2 sets        |
| 1170          | Double suspension clamp                   | 1 off         |
| Less 1160     | Suspension clamp                          | (-)1 off      |
| 5183          | Double eye distance rod                   | As required   |

**ITEM No.16 (a)(i) (03013201 & 03013202): Supply and erection of a structure bond**

The price shall cover supply of all materials including mild steel flat required to provide a structure bond connecting a traction mast or structures to the nearest non-track circuited rail, or earth electrode, including all fasteners at both ends. The price shall include shaping and drilling of the bond and erection of all materials including the bond. The price shall also include provision of heatshrinkable PVC tube for structure bond under track circuited rail. This would also cover connection or earthing terminals of equipments like L.T. Transformers with structure and then to rails as per relevant drawings.

The price shall cover provision of buried rail to running rail as per RDSO drawing No. ETI/OHE/G/05306, with latest mod and shall include supply, fabrication and erection of all connections (including drilling at both ends) and refilling of buried rail pit. The digging up of 1 m deep pit for the purpose of buried rail shall be done by the Railways.

**ITEM No. 16(b) (03013401 & 03013402): Supply and erection of longitudinal bond:**

The price shall cover the supply of all materials including mild steel flats, fasteners etc. required to provide longitudinal bond connecting two rails at the rail joint at the locations to be specified by the Purchaser. The price shall include shaping and drilling of the bond and erection of all materials including the bonds.

**ITEM No.16(c) (03013501 & 03013502): Supply and erection of transverse and special bond**

The price shall cover supply of all materials including mild steel Flats, fasteners etc. required to provide transverse bond connecting rails of the same/ adjacent tracks at the locations to be specified by the Purchaser. The price shall also cover the supply of all materials including mild steel flat to provide special bonds at a level crossing, foot over/road over bridge/protective screen etc. for which the location will be specified by the Purchaser. The price shall include shaping and drilling of the bond and erection of all materials including the bond.

**ITEM No. 17(a) (03013601 & 03013602): Supply and erection of single earth electrode**

The price shall cover supply and erection of an earthing station with a single pipe embedded into the ground by driving or otherwise complete with protective concrete box and lugs suitable for directly connecting two mild steel flats of minimum size 50 mm x 6 mm.

**ITEM No.30(b)(iii) (03014301 & 03014302): Supply and erection of anti-climbing devices for L.T. Supply Transformer Stations.**

The price shall cover on a lump sum basis the supply and erection of anti-climbing device consisting of galvanised steel fixtures mounted on the masts below the transformer. The price shall be for each mast provided with the devices.

**ITEM No. 32: Extra on erection rate for work under a power block of item 3(b)(i), 3(b)(ii), 3(b)(iii), 3(c), 3(e)(i), 4(a)(i), 8(a)(v), 8(b)(ii) & 9(a)-**

The price under this item cover extra charges over and above erection rates of item **3(b)(i), 3(b)(ii), 3(b)(iii), 3(c), 3(e)(i), 4(a)(i), 8(a)(v), 8(b)(ii) & 9(a)** of Schedule 1, (Pt. I, Ch. IVA) for erection of equipment in the vicinity of energized overhead equipment and feeders or erection of equipment with joints equipment already energized or on energized equipment which calls for a power block (shut off of traction power). The price payable under this item shall be 100% extra over the erection rates of the item referred to above, provided such work is not called for on account of non-compliance with specifications, approved drawings and instructions given by the Purchaser from time to time.

The extra erection rate under this item will not be payable, if power block is given for a total duration of a 4 hour or more in a day. Where the prices under this item are applicable, the Contractor shall finalise the quantities of various items of work to be done under a power block, jointly with the Purchaser's Engineer prior to taking the work in hand.

**Section-4:(Non-Ferrous)**

**ITEM No. 5(az)(ii) (04010101 & 04010102): Supply and erection of a span wire-**

The price shall cover supply and erection of a span wire per meter. The payable length in case of head span wires shall be the horizontal distance between the inner faces of all traction masts/structure on which the mast attachments are mounted, and in case of Large Span Wire, the actual length shall be measured at the time of erection. No extra payment shall be made on account of the sag. The price is applicable for all types of span wires including Large Span Wires. Erections of a meter beyond the first decimal shall be rounded off to the nearest first decimal.

**Note: Excluding supply of Catenary wires.**

**ITEM No. 6 (az) (04010301 & 04010302): Supply and erection of overhead equipment only**

The price shall cover the supply of contact wire (107 Sqmm HDGCC), catenary (65 Sq. mm 19/2.1mm), dropper wire(5mm), jumper wires (50 Sq.mm, 19/1.80mm or) as per the specifications indicated under para 2.4.9 of the tender paper.

The price shall cover supply of all components including dropper clips, parallel clamps for jumpering and splices (where their use is approved) and small parts steel works complete with bolts and nuts etc. for attachment of number plates to mast/structure, if any. The price shall cover erection of all components and wires and conductors including contact wire, catenary, droppers, jumpers and terminating wires, if any, but excluding small parts steel work, if any. The price shall be excluding the cost of erection of large span wire, which will be paid under item 5(a)(ii).

The price shall include provision of Retro reflective and enameled number plates on traction masts or structures. The prices shall exclude supply of small parts steel work for fixing of retro reflective number plate (like as Clamps & plates) will be paid under item no.3(c). The price shall include bolts and nuts for attachment of enameled number plates/ Retro reflective number plates to masts/structures. The price shall also include the cost of painting the setting distance and rail level on masts/structures, stenciling of symbol for direction of emergency telephone socket. The price shall not include termination of conductors which will be paid for under item 8.

| <b>Rly. Ident No.</b>  | <b>Description of components</b>  | <b>Qty. for unit</b> |
|--|-----------------------------------|----------------------|
| 1040-2 or SK-534/1 & SK-575/2 or SK- 576/1 & SK-535/2 or 1041-3. | Contact wire parallel clamp small | As required          |

|                         |  |      |
|-------------------------|--|------|
| 1180/SK-572/1 &SK-572/2 | Contact wire dropper clip (107)  | -do- |
| 1192                    | Catenary dropper clip complete with bolts, nuts etc  | -do- |
| 7501/7503               | Enameled/ Retro reflective number plates complete with 2 Galv. MS. bolts m 10x35/30, nuts and lead washer for m 10 bolts but excluding SPS for attachment of number plate to masts/structures. | -do- |
| 1110-2                  | Contact wire ending clamp  | -do- |
| 1120                    | Contact wire ending clamp  | -do- |
| 1140                    | Large span wire clamp (130)  | -do- |
| 5020-1/5020-2           | 9-T, Adjuster (Forged)   | -do- |
| 5030                    | Anchor double strap assembly   | -do- |
| 5191/5192               | Compensating plate/equalizing plate  | -do- |

**Note- Excluding supply of Contact and Catenary wires.**

**ITEM No. 10(az) (04011001 & 04011002): Extra on item 6(a) for supply and erection of additional fitting at a turn-out/overlap**

Same as item 10(a), (b) & (c) but excluding supply of Contact and Catenary wire.

NOTE: A cross-over shall be paid for as 2 off of Item 10, special configuration of OHE commonly known as half overlap shall be paid for as 1 off under this item. This shall apply in case of half overlap used in changing over from regulated to unregulated equipment or unregulated to regulated equipment.

**ITEM No. 12(az) (04011301 & 04011302): Supply without Insulator and erection of a Section Insulator Assembly.**

Same as item 12(a) but excluding supply of Contact and and dropper wires.

**ITEM No. 13(a) (04011701 & 04011702): Supply without Insulator and erection of 25 KV SP Isolators without earth contact assembly.**

The prices under sub-item (a) shall cover supply and erection of Isolator switches of approved make, complete with arcing horns, operating rods, operating rod guides, mounting base including cost of 25 KV Solid Core Post and Operating rod insulator (Cost of insulator will be paid in Schedule-1, Section-5). The price shall also cover supply and erection of a number plate of approved design for each isolator. The price shall not include supply and erection of small parts steel work complete with bolts and nuts etc. for support of isolators and for support of operating rods on gantries/masts, and insulator to support jumper and jumper connectors.

**ITEM No. 13(d) (04012001 & 04012002): Extra for supply and erection of an earth contact assembly in an isolator.**

The price shall be payable as extra for erection of an earth contact assembly in any isolator The price shall cover the cost of supply and erection of 3x25 mm copper connections between the earth contact assembly and the structures.

**ITEM No. 15(a)(i) (04012101 & 04012102): Supply and erection of 105 Sq. mm (19/7/1.02 mm) Large copper jumpers.**

The price shall cover the supply of Large jumper wire size 105 Sq.mm(19/7/1.02mm) made of annealed stranded 100% pure copper conductor as per RDSO's specification No.ETI/OHE/3(2/94) with A&C Slip No 1( latest spec.), and on a flat rate basis, the supply of all components and fittings required for providing a flexible copper large jumper connection, including supply of parallel clamps, bi-metallic and Aluminium Copper Al-Cu strips, wherever required, and bolted type terminal connectors where ever required.

The price shall also cover the erection of the complete jumper assembly including jumper wire. The price shall not, however, be applicable for jumper connections already including under item 6(a) and 10, but shall be applicable for any jumper of 105 Sq.mm (19/7/1.02mm) connections in any combination between feeders, lightning arrestors, isolators and boosters stations. Continuity jumper at Boom anchor anti-creep will be payable under this item.

**ITEM No. 15(a)(ii) (04012201 & 04012202): Supply and erection of 50 Sq.mm(19/1.8 mm) small copper jumpers.**

The price shall cover supply of Small jumper wire size 50 Sq.mm(19/1.80 mm) made of annealed stranded 100% pure copper conductor, and on a flat rate basis, the supply of all components and fittings required for providing a flexible small copper jumper connection, including supply of parallel clamps, bi-metallic and Aluminium Copper Al-Cu strips, wherever required, and bolted type terminal connector where ever required. The price shall also cover the erection of the complete jumper assembly including jumper wire. The price shall not, however, be applicable for jumper connections already including under item 6(a) and 10, but shall be applicable for any small jumper connection in any combination required for lightening arresters and isolators etc. Anti-theft jumper as per drawing No. ETI/OHE/G/ 05107, with latest mod. for connecting out-of-run OHE with the in running OHE at insulated/un-insulated over-lap locations and also anticreep locations at polluted zone wherever considered necessary will be payable under this item.

**ITEM No. 17(d) (04012901 & 04012902): Supply and erection of copper strips for equipment earthing.**

The price shall cover supply and erection of 25mmx3mm copper strips to connect the earth terminals of equipments like potential transformers, lightening arrestors, L.T. supply transformers and booster transformer to the main masts of the gantries on which they are mounted. The price shall cover all fastenings required for fixing the copper strips along any structure member of the gantry.

**ITEM No. 26(a) (ii) (04013101 & 04013102): Supply and erection of Solid copper bus bar 18 mm**

The price shall cover supply and erection of solid copper busbar 18mm including bending and shaping. NOTE:- The price under item 26(a)(i), (a)(ii) does not cover the cost of terminal connectors which will be paid for under items 26(b) or (c) as applicable.

**ITEM No. 26(c) (i) (04013901 & 04013902): Supply and erection of solid copper bus-bar connectors**

The price shall cover supply and erection of solid copper bus-bar junctions and connectors of various types specified, including bolts, nuts, etc, required at junctions or terminations of solid copper bus-bars.

**ITEM No. 32: Extra on erection rate for work under a power block of items 5(az)(ii), 6(az), 10(az), 12(az), 13(a), 15(a)(ii), 26(a)(ii) & 26(c)(i)**

The price under this item cover extra charges over and above erection rates of items **5(az)(ii), 6(az), 10(az), 12(az), 13(a), 15(a)(ii), 26(a)(ii) & 26(c)(i)** of Schedule 1, (Pt. I, Ch. IVA) for erection of equipment in the vicinity of energized overhead equipment and feeders or erection of equipment with joints equipment already energized or on energized equipment which calls for a power block (shut off of traction power).The price payable under this item shall be 100% extra over the erection rates of the item referred to above, provided such work is not called for on account of non-compliance with specifications, approved drawings and instructions given by the Purchaser from time to time.

The extra erection rate under this item will not be payable, if power block is given for a total duration of a 4 hour or more in a day. Where the prices under this item are applicable, the Contractor shall finalise the quantities of various items of work to be done under a power block, jointly with the Purchaser's Engineer prior to taking the work in hand.

**Section-5(Insulator)**

**Item No.4 (ax)(i) & (iv) (06010101 & 06010401): Supply of Insulators for item Nos.4 (a)(i).**

The price shall cover only supply of the following Insulators mentioned against each item required for execution of work covered under items 4(a)(i). Erection cost of insulators are inclusive in items 4(a)(i).

| Item No.  | Insulator                       |
|-----------|---------------------------------|
| 4(ax)(i)  | Stay Arm Porcelain (CD-1050 mm) |
| 4(ax)(iv) | Bracket Porcelain (CD-1050 mm)  |

**ITEM No. 8 (bx) (06011301): Supply of 9-T Porcelain (CD-1050 mm) Insulators for item 8(b)(i), (ii), (iii), (vi), (vii), (viii) & (ix)**

The price shall cover only supply of following 9 tonne insulator assembly required for termination of OHE covered under item 8(b)(i), 8(b)(ii), 8(b)(iii), 8(b)(vi), 8(b)(vii), 8(b)(viii) & 8(b)(ix). Erection cost of insulators are inclusive in items 8(b)(i), 8(b)(ii), 8(b)(iii), 8(b)(vi), 8(b)(vii), 8(b)(viii) & 8(b)(ix) respectively.

| Item No.   | Insulator                      |
|------------|--------------------------------|
| 8(bx)(i)   | Porcelain 9 Tonne (CD-1050 mm) |
| 8(bx)(ii)  | Composite 9 Tonne (CD-1050 mm) |
| 8(bx)(iii) | Composite 9 Tonne (CD-1650 mm) |

**ITEM No. 9 (ax) (06011601): Supply of 9-T Porcelain (CD-1050 mm) Insulators for item 9(a)**

The price shall cover only supply of any of the following 9 tonne insulator assembly to be supplied at site for execution of work under items 9(a), 9(b), 9(c), 9(d) and 9(e). Erection cost of insulators are inclusive in items 9(a), 9(b), 9(c), 9(d) and 9(e) respectively.

| Item No.   | Insulator                      |
|------------|--------------------------------|
| 9(ax)(i)   | Porcelain 9 Tonne (CD-1050 mm) |
| 9(ax)(ii)  | Porcelain 9 Tonne (CD-1050 mm) |
| 9(ax)(iii) | Porcelain 9 Tonne (CD-1600 mm) |

**ITEM No. 11(ax) (06011901): Supply of 9-Tonne Insulators for Item 11(a)(i)**

The price shall cover only supply of any of the following 9 tonne insulator assembly to be supplied at site for execution of work under items 11(a)(i) & 11(a)(ii) respectively. Erection cost of insulators are inclusive in items 11(a)(i) & 11(a)(ii) respectively.

| Item No.    | Insulator                      |
|-------------|--------------------------------|
| 11(ax)(i)   | Porcelain 9 Tonne (CD-1050 mm) |
| 11(ax)(ii)  | Porcelain 9 Tonne (CD-1050 mm) |
| 11(ax)(iii) | Porcelain 9 Tonne (CD-1600 mm) |

**ITEM No. 11(bx) (06012201): Supply of a 25 kV Post Insulator for Item 11(b)**

The price shall cover only supply of 25 kV Post insulator to be supplied at site for execution of work under items 11(b). Erection cost of insulators is inclusive in items 11(b).

**ITEM No.12(ax) (06012501): Supply of 9 Tonne and Sectioning Insulators for Item 12(a) & 12(az)**

The price shall cover only supply of Sectioning Insulator with any of the following 9 Tonne Insulator for execution of work under item 12(a). Erection cost of insulators is inclusive in items 12(a).

| Item No.  | Insulator   |
|-----------|---|
| 12(ax)(i) | Porcelain 9 Tonne (CD-1050 mm) & Sectioning insulator |

**ITEM No. : 13(ax), 13(bx) and 13(cx) (06013201 & (06013401)): Supply of Post and Operating Rod Insulators for Single and Double Pole Isolator for Item 13(a), 13(b) & 13(c)**

The price shall cover only supply of 25 kV Solid Core Post and Operating Rod Insulators for execution of work covered under item 13(a), 13(b) & 13(c) respectively. Erection cost of insulators are inclusive in items 13(a), 13(b) & 13(c).

**ITEM No.28(x) (06013501): Supply of Post Insulators for Item 28**

The price shall cover only supply of 25 kV Solid Core Insulators (Post Insulators) for execution of work covered under item 28. Erection cost of insulators are inclusive in item 28.

**Schedule-2 Non SOR items**

**Item No. 1: Fabrication, Supply & Erection of TSWR diagram board.**

The price shall cover Fabrication, Supply & Erection of TSWR diagram board.

**Item No. -2: Dismantling & Removal of Mast, Portal, TTC & other small part steel.**

The price shall cover Dismantling & Removal of Mast, Portal, TTC & other small part steel.

**Item No. -3: Supply & erection of Electric Engine Stop Board.**

The price shall cover Supply & erection of Electric Engine Stop Board.

**Item No.-4: Supply and erection of caution clearance to OHE nearby restricted" size 400x270x2mm, drawing No.RE/33/436, Mod-B or latest as per scope of work and explanatory note:**

The price shall cover Supply and erection of caution clearance to OHE nearby restricted" size 400x270x2mm, drawing No.RE/33/436, Mod-B or latest as per scope of work and explanatory note:

**Item No.-5: Supply and erection of section diagram board for operating control (size 3x 6 feet):**

The price shall cover Supply and erection of section diagram board for operating control (size 3x 6 feet):

**Item No.-6: Supply and erection of section diagram board for TPC (size 4x 8 feet).**

The price shall cover Supply and erection of section diagram board for TPC (size 4x 8 feet).

**Item No.-7: Dismantling of ATD & termination assembly.**

The price shall cover Dismantling of ATD & termination assembly.

**Item No.-8: 100% Extra for Dismantling of ATD & termination assembly.**

The price shall cover 100% Extra for Dismantling of ATD & termination assembly.

**Item No.-9: Dismantling & removal of OHE termination assembly.**

The price shall cover Dismantling & removal of OHE termination assembly.

**Item No.-10: Dismantling & removal of Guy Rod / Anchor assembly (100 % under power block)**

The price shall cover Dismantling & removal of Guy Rod / Anchor assembly (100 % under power block)

**ITEM No.-11: Dismantling & removal of Guy Rod / Anchor assembly.**

The price shall cover Dismantling & removal of Guy Rod / Anchor assembly.

**ITEM No.-12: Dismantling & removal of Guy Rod / Anchor assembly (100 % under power block)**

The price shall cover Dismantling & removal of Guy Rod / Anchor assembly (100 % under power block)

**ITEM No.-13: Supply of 25 KV AC OHE danger board/danger board for height gauge, public caution board and special boards.**

The price shall cover Supply of 25 KV AC OHE danger board/danger board for height gauge, public caution board and special boards

**ITEM No.-14: General caution board (enameled) for staff as per RDSO spec. No ETI/OHE/33(8/85) or latest.**

The price shall cover General caution board (enameled) for staff as per RDSO spec. No ETI/OHE/33(8/85) or latest.

**ITEM No.-15: Supply & erection of Retro-Reflective Sigma Sign Boards.**

The price shall cover Supply & erection of Retro-Reflective Sigma Sign Boards.

**ITEM No.-16: Supply & erection of enamel type caution unwired turn-out board size Numbers 10 998.60 9986.00900\*600\*2 mm as per RDSO specs. No. ETI/OHE/33(8/85) or latest as per scope of work & direction of site-in-charge.**

The price shall cover Supply & erection of enamel type caution unwired turn-out board size Numbers 10 998.60 9986.00900\*600\*2 mm as per RDSO specs. No. ETI/OHE/33(8/85) or latest as per scope of work & direction of site-in-charge.

**ITEM No.-17: Dismantling of an Anticreep.**

The price shall cover Dismantling of an Anticreep.

**ITEM No. 18: Extra on erection for work done under Power Block for Dismantling of an Anticreep.**

The price shall cover Extra on erection for work done under Power Block for Dismantling of an Anticreep.

**Item No.-19: Dismantling of 9 Tonne Insulators.**

The price shall cover Dismantling of 9 Tonne Insulators.

**ITEM No.-20: Extra on erection for work done under Power Block for Dismantling of 9 Tonne Insulators.**

The price shall cover Extra on erection for work done under Power Block for Dismantling of 9 Tonne Insulators.

**Item No. 21 & 22: Supply and erection of 160 sq mm different type of jumpers**

The price shall cover Supply and erection of 160 sq mm different type of jumpers.

**Item No. 23: Extra on erection for work under Power Block for Supply and erection of 160 sq mm different type of jumpers.**

The price shall cover Extra on erection for work under Power Block for Supply and erection of 160 sq mm different type of jumpers.

**Item No.-24: Handling, Leading, Loading and transportation charges for Railway supply material from different railway site and released material from different railway site, if any to concerned TRD depot.**

The price shall cover Handling, Leading, Loading and transportation charges for Railway supply material from different railway site and released material from different railway site, if any to concerned TRD depot.

**Item No.-25: Erection of structure bonds on platform including drilling of holes in structure and rail including cutting of platform surface upto depth of 100 mm placing of bond and making good surface with PCC.**

The price shall cover Erection of structure bonds on platform including drilling of holes in structure and rail including cutting of platform surface upto depth of 100 mm placing of bond and making good surface with PCC.

**Item No.-26: Dismantling of foundation of RCC/MCC cement concrete anywhere in yard/block section upto required level for all heights.**

The price shall cover Dismantling of foundation of RCC/MCC cement concrete anywhere in yard/block section upto required level for all heights.

**Item No.-27: Dismantling of AT with DO fuse switch assembly.**

The price shall cover Dismantling of AT with DO fuse switch assembly.

**Item No.28: Supply of Contact Wire parallel groove clamp (RI 1031-3) complete with fasteners as per RDSO Drawing No ETI/OHE/P/1030-3, Rev-A or latest and RDSO Specification No TI/ SPC/OHE /FITTINGS /0130 with A & C Slip No or latest.**

The price shall cover Supply of Contact Wire parallel groove clamp (RI 1031-3) complete with fasteners as per RDSO Drawing No ETI/OHE/P/1030-3, Rev-A or latest and RDSO Specification No TI/ SPC/OHE /FITTINGS /0130 with A & C Slip No or latest.

**Item No.29: Supply of Terminal Connector 19 mm Multiple hole (Bolted type) conforming to RDSO Specification No ETI/OHE/P/1009 Rev-A and RI No 1009, 1009-1.**

The price shall cover Supply of Terminal Connector 19 mm Multiple hole (Bolted type) conforming to RDSO Specification No ETI/OHE/P/1009 Rev-A and RI No 1009, 1009-1.

**(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:



**(Bid Security)**

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

**Name of the Bank: -----**

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

Beneficiary..... Railway

Date:.....

**Bank Guarantee Bond No.:**

**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.
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

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.

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

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

**NAME OF BIDDER/JV PARTNER:**

| <b>Contractual Turnover Data for the Previous 3/4 Years(Contractual Payment only)</b> |                            |                     |  |
|---|----------------------------|---------------------|--|
| <b>Year</b>   | <b>Amount<br/>Currency</b> | <b>ExchangeRate</b> | <b>Indian National Rupees<br/>Equivalent</b> |
|   |                            |                     |  |
|   |                            |                     |  |
|   |                            |                     |  |
|   |                            |                     |  |
|   |                            |                     |  |
| <b>Average Annual Contractual Turnover for last 3 years</b>                           |                            |                     |  |

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)***

## Annexure-1

### NORTH EASTERN RAILWAY[ELECTRICAL TRD DEPARTMENT] SPECIMEN FORMAT OF BANK GUARANTEE BOND

(Executed on non-judicial stamp paper) Name of the Bank \_ \_

Bank Guarantee Bond No. and date \_\_\_\_\_, Valid upto \_\_\_\_\_

Amount of Bank Guarantee Bond \_\_\_\_\_,

#### PERFORMANCE GUARANTEE BOND

In consideration of the President of India acting through, Senior Divisional Electrical Engineer/General, Divisional Electrical Engineer/General/N.E. Railway, Izzatnagar- 243122 (hereinafter called "The Government") having agreed under the terms and conditions of contract under Acceptance Letter No. \_\_\_\_\_ dated \_\_\_\_\_

----- made between Senior Divisional Electrical Engineer/ General, Divisional Electrical Engineer/General/N.E. Railway, Izzatnagar - 243122 and agency M/s/Shri

\_\_\_\_\_(herein after called "the said contractor(s)" for the work " " (here in after called "the said contract") having agreed for submission of a irrevocable Bank Guarantee Bond equivalent to 5% of the contract value as indicated in the aforesaid contract for Rs. (Rupees only) as a performance security Guarantee Bond from the contractor (s) for compliance of his obligations in accordance with the terms & conditions in the aforesaid contract.

1. We, (indicate the name of the Bank) hereinafter referred to as the Bank, under – take to pay to the Government an amount not exceeding Rs.------(Rupees----- only) on demand by the Government.
2. We,----- (indicate the name of the bank), further agree that and promise) to pay the amounts due and payable under this guarantee without any demur merely on a demand from the Government through the F.A. & C.A.O/N.E. Railway, Izzatnagar, stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the Government by reason of any breach by the said contractor of any of the terms of conditions contained in the said contract/agreement or by reason of the contractor failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs (Rupees Only).
3. (a) We,----- (indicate the name of Bank) further undertake to pay to the Government any money so demanded notwithstanding any dispute or dispute raised by the contractor(s) in any suite or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal.
4. We,----- (indicate the name of bank) to further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged by (contracting authority) on behalf of the Government, certify that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharge this guarantee.
- 4 (a) Notwithstanding anything to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the Government or until (date of validity/ extended validity)

whichever is earlier and no claim shall be valid under this guarantee unless notice in writing thereof is given by the Government within validity/extended period of validity of guarantee from the aforesaid date.

(a) Provided always that We----- (indicate the name of the Bank) unconditionally undertakes to renew this guarantee or to extend the period of guarantee form year to year before the expiry of the period or the extended period of the guarantee, as the case may be on being called upon to do so by the Government. If the guarantee is not renewed or the period extended on demand, we ----- (indicate the name of the Bank) shall pay the Government the full amount of guarantee on demand and without demur.

6. We, ----- (indicate the name of Bank ) further agree with the Government that the Government shall have the fullest liberty without our consent and without effecting in any manner out of obligations hereunder to vary any ----- of the terms and conditions of the said contract from time to time or to postpone for any time or from time to time any to the powers exercisable by the Government against the said contractor

(s) and to forbear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance act or omission on the part of the Government or any indulgence by the Government to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties for the said provision would relive us from the liability.

7. This guarantee will not be discharged by any change in the constitution of the Bank or the Contractor(s).

8. We-----, (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.

9. This guarantee shall be valid up to ----- (Date of Completion plus 60days).

Unless extended on demand by Government. Notwithstanding anything to the contrary contained hereinbefore, our liability under this guarantee is restricted to Rs.....(Rupees.....) unless a demand under this guarantee is made on us in writing on or before We shall be discharged from our liabilities under this guarantee thereafter.

Dated the day of\_\_\_\_\_.

(indicate the day)

(indicate the month and year)

Signature and seal of authorized official of Bank

Designation

(Name of bank)

Full Address

Real Time Gross Settlement (RTGS)/ National Electronic Fund Transfer (NEFT) (Model Mandate Form) (Investor/customer's option to receive payments through RTGS/NEFT)

1. Investor/customer's name
2. Particular's of Bank Account:
  - A) Name of the Bank:
  - B) Name of the Branch. Address Telephone No.
  - C) RTGS/NEFT IFS Code.
  - D) Type of the account (S.B./ Current or Cash Credit) With code (10/11/13).
  - E) Ledger and Ledger folio number.
  - F) Account number (as appearing on the Cheque book) (in lieu of the bank certificate to be obtained as under, please attach a blank cancelled cheque or a photocopy of a cheque or front page of your savings bank pass book issued by your bank for verification of the above particulars)
3. Date of effect

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge the responsibility expected of me as a participant under the scheme

Date

(.....)  
Signature of the Investor/Customer

Certified that the particulars furnished above are correct as per our records.

Signature of Bank  
Authority (With seal)

Signature of the tenderer

**NORTH EASTERN RAILWAY**  
**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 XXXX hereinafter called the contractor, for the work of XXX" under invitation for bids No XXXX Dated XXXXX, Vide Letter of Acceptance No.....

AND

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

SB No:

Date:

WHEREAS, we, ----- (Name of insurance company) hereinafter called the Surety, acting through [Designation(s) of the 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 XXX (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.

**Not with standing anything to the contrary contained in these presents,**

a. Our liability under this Surety Bond shall not exceed XXXX (Rupees XXXXX Only).

b. This Surety Bond shall be valid up to XXXX (being the date of expiry);

c. Unless the bank is served a written claim or demand on or before XXXX [date of expiry] all rights under this Bond shall be forfeited and the Surety shall be relieved and discharged from all liabilities under this Bond irrespective of whether or not the original Surety bond is returned to the Surety.

Dated the day of 20.....

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.]