

BOOK No:-

Price :- ₹ 0/-

CENTRAL RAILWAY



MUMBAI DIVISION

ELECTRICAL DEPARTMENT

TRACTION DISTRIBUTION

FORM 'A'

REGULATION FOR TENDER AND CONTRACTS CONDITION OF TENDER , SCHEDULE OF RATES

AND QUANTITIES

FOR

Tender No :- **BB.LD.583.P.Rev.24/07.ContR1**

Due Date on :- **16.07.2026 at 11.00 Hrs.**

Bid Security :- **₹ 87,500/-**

Name of Work :- **Provision and installation of CCTV cameras
at all TSS and TRD Depots in Mumbai
division.**

Estimated Cost :- **₹ 43,76,030/-**

Issued to :- M/s _____

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TENDER CHECK LIST

CHECK LIST FOR DOCUMENTS TO BE SUBMITTED BY THE TENDERER ALONG WITH THE TENDER. TENDERS WITHOUT THESE DOCUMENTS WILL BE SUMMARILY REJECTED: -

SN	MANDATORY DOCUMENTS
1	GST Registration Certificate
2	BID SECURITY as per clause 6 of Part 1 of this Tender Document. (As per Clause No 5 of uploaded GCC April 2022 and advance correction slip No. 5.)
3	Certificate as per Annexure-V (2 pages) of this Tender Document. (As per Annexure-V of GCC April 2022 advance correction slip No. 1, 2, 3 and 4). Certificate as per Annexure V (A) of this tender document if applicable shall also be submitted (As per annexure V (A) of advance correction slip No2 of GCC April 2022).
4	The tenderer shall clearly specify whether the tender is submitted on his own (Proprietary Firm) or on behalf of a Partnership Firm / Company / Registered Society / Registered Trust / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. The tenderer(s) shall enclose the attested copies of the constitution of their concern as applicable mentioned below:
A	Sole Proprietor – An undertaking on suitable stamp paper to this effect clearly mentioning PAN number.
B	HUF: (i) A copy of notarized affidavit on Stamp Paper declaring that he who is submitting the tender on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF.
C	Participation of Partnership Firms in works tenders: (i) A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar. (ii) A notarized or registered copy of Power of Attorney in 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.

D	<p>Company registered under Companies Act 2013</p> <p>(i) The copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company.</p> <p>(ii) A copy of Certificate of Incorporation</p> <p>(iii) A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company.</p>
E	<p>LLP (Limited Liability Partnership): If the tender is submitted on behalf of a LLP registered under LLP Act-2008, the tenderer shall submit along with the tender:</p> <p>(i) A copy of LLP Agreement</p> <p>(ii) A copy of Certificate of Incorporation</p> <p>(iii) A copy of Power of Attorney/Authorization issued by the LLP in favour of the individual to sign the tender on behalf of the LLP and create liability against the LLP</p> <p>(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.</p>
F	<p>Registered Society & Registered Trust:</p> <p>(i) A copy of the Certificate of Registration</p> <p>(ii) A copy of Memorandum of Association of Society/Trust Deed</p> <p>(iii) A copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust.</p> <p>(iv) A copy of Rules & Regulations of the Society</p>
<p>The above mentioned documents are mandatory and are to be submitted along with the tender. Tenders without these documents will be summarily rejected.</p>	

TENDER NOTICE

Open e-tender notice No.- BB.LD.583.P.Rev.24/07.ContR1

Senior Divisional Electrical Engineer (Traction Distribution), Mumbai Division, Central Railway, Annex building, 2nd floor, Mumbai CST- 400001, for and on behalf of the President of India, invites open **e-tenders** through website **www.ireps.gov.in** from the reputed contractors. The time, date and submission are 11.00 hrs. on **16.07.2026** & will be opened after 11.00 hrs on same day.

S. N.	Name of work	Approx Value ₹	Bid Security ₹	Cost of Tender Form ₹	Completion period	Validity of offer
1	Tender No: BB.LD.583.P.Rev.24/07.ContR1 for Provision and installation of CCTV cameras at all TSS and TRD Depots in Mumbai division.	43,76,030/-	87,500/-	0/-	6 months	60 days

I) Tender closing date & time of aforesaid tender: Upto 11.00 hrs. of **16.07.2026** and will be opened after 11.00 hrs.

II) The prospective tenderers are requested to visit the website www.ireps.gov.in for details of tenders & corrigendum, if any.

III) Tenderer may participate in above e-tender electronically through website www.ireps.gov.in only & submission of manual offers against e-tender are not allowed. Manually, if submitted shall neither be opened nor considered.

IV) Bid security should be paid as per details given in tender document.

V) For further enquiry, may contact: Senior Divisional Electrical Engineer (Traction Distribution), Mumbai Division, Central Railway, Annex building, 2nd floor, Mumbai CSMT- 400001 on phone- 022-22612355.

Complete details of tenders are available at the website “www.ireps.gov.in”. The complete details of tenders are also available in the “Notice Board” of the Senior Divisional Electrical Engineer (Traction Distribution), Mumbai CSMT- 400001

Sr DEE (TD) BB

TENDER FORM
CENTRAL RAILWAY TENDER FORM (First Sheet)

Tender No. **BB.LD.583.P.Rev.24/07.ContR1**

Name of Work- **Provision and installation of CCTV cameras at all TSS and TRD Depots in Mumbai division.**

To

The President of India

Acting through the **Sr. Divisional Electrical Engineer,(Traction Divisional) Central Railway**

1. I/We _____ have read the various conditions to tender attached hereto and agree to abide by the said conditions. I/We also agree to keep this offer open for acceptance for a period of **60** days from the date fixed for closing of the tender and in default thereof, I/We will be liable for forfeiture of my/our "Bid Security". I/We offer to do the work for Central Railway, at the rates quoted in the attached bill(s) of quantities and hereby bind myself/ourselves to complete the work in all respects within **6 Months** from the date of issue of letter of acceptance of the tender.

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

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

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

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

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

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

Signature of Tenderer(s)

Date _____

Address of the Tenderer(s)

**REGULATION FOR TENDERS AND CONTRACT FOR THE GUIDANCE OF CONTRACTORS
ELECTRICAL ENGINEERING WORKS**

1. Meaning of terms: -

In these regulations for tender and contractor the following terms shall have the definitions, meanings assigned here under except where the context otherwise required: -

- a) “Railway” shall mean the President of the Republic of India or the Administrative Officers of the Central Railway or of the successor Railway authorised to deal with any matters which these presents are concerned on his behalf.
- b) “General Manager” shall mean the officer in administrative charge of the whole of Railway and shall mean and include the General Manager of the successor Railway.
- c) “Chief Electrical Engineer” shall mean the officer incharge of the Electrical Engineering Dept. of Central Railway and shall also include the Chief Electrical Traction Engineer of the successor Railway.
- d) “Engineer” shall mean the Senior Divisional Electrical Engineer, Traction Distribution or Divisional Electrical Engineer (TD) in executive incharge of the works and shall include the superior officers of the Electrical Engineering Dept. of the Central Railway and shall mean and include the Engineers of the successor Railway.
- e) “Engineers Representative” shall mean the Assistant Electrical Engineer in direct charge of the work and shall include Electrical Engineering department appointed by the Central Railway and shall mean and include the Engineer’s Representative of the successor Railway.
- f) “Contractor” shall mean the person, firm or company whether incorporated or not who enters into the contract with the Railway and shall include their executors administrators, successors and permitted assigns.
- g) “Divisional Railway Manager” shall mean the Administrative officer in charge of a Division of Central Railway for the time being and shall mean and include the Divisional Railway Manager of the successor Railway.
- h) “Tenderer” shall mean the person, the firm or company who tenders for the works with a view to execute the works on contract with the Railway and shall include their personal representatives, successors and permitted assigns.
- i) “Limited Tenders” shall mean tenders invited from all or some Contractors on the approved list of Contractors with the Railways.
- j) “Open Tenders” shall mean tenders invited in open and public manner and with adequate notice.
- k) “Works” shall mean the works contemplated in the drawings and schedules set forth in the tender forms and description of contract and required to be executed according to specification.

- l) “Specification” shall mean the specification for materials Works, Central Railway issued under the authority of the Chief Electrical Engineer or as amplified added to or superscribed by special specification, if any, appended to the Tender Form.
- m) “Schedule of Rates, Central Railway” shall mean the Schedule of Rates issued under the authority of the Chief Electrical Engineer Central Railway from time to time.
- n) “Drawings” shall mean the drawings plans and tracing or prints there of annexed to the tender form.
- o) “Purchaser” shall means the President of the republic of India acting through his accredited officers or any one of them. The Divisional Railway Manager, incharge of this division shall deemed to be one of such accredited officers.

2. Singular & Plural :-

Words imparting the singular name also include the plural and vice versa where the context required.

3. These regulations for Tenders and Contract shall be read in conjunction with the General Conditions of contract which are referred to here in and shall be subject to modifications, additions or suppression by special conditions or contract and or special specifications, if any, annexed to the Tender form.

4. Contractor’s credentials:-

4.1. Contractor’s Credentials:

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

Tenderer(s) who is / are not borne on the approved list of the Contractors of _____ 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 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 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 upto **two** years.
- (b) In case of any information submitted by tenderer is found to be false, forged or incorrect after the award of contract, the contract shall be terminated. Bid Security, Performance Guarantee and Security Deposit available with the railway shall be forfeited. In addition, other dues of the contractor, if any, under this contract shall be forfeited and agency shall be banned for doing business for a period of upto **two** years.

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

4.2 DOCUMENTS TO BE UPLOADED ALONG WITH TENDER :

The following documents are required to be uploaded along with tender.

- a) **List of personnel**, Organisation available on hand and proposed to be engaged for the subject work.
- b) **List of Plant & Machinery**, available on hand (own) and proposed to be inducted (own & hired to be given separately) for the subject work.
- c) **List of works completed**, during last 07 (seven) years, ending last day of month previous to the one in which tender is invited giving description of work, organisation for whom executed, approximate value of contract at the time of award , date of award & date of scheduled completion of work, date of actual start, actual completion and final value of contract should also be given.
- d) **List of works on hand** indicating description of work, contract value, approximate value of balanced work yet to be done & date of award.

- Note :
- 1) In case of item (c) & (d) above, supportive documents/ certificates from the organisation with whom they worked/ are working should be enclosed.
 - 2) Certificates from the private individuals for whom such works are executed/being executed will not be accepted.

5. Omission & Discrepancies: -

Should a Tenderer find discrepancies in or omission from the drawings or any of the Tender forms or should be in doubt as to their meaning, he should at once notify the authority inviting tenders who may send a written instruction to all tenders. It shall be understood that every endeavor has been made to avoid any error which can materially affect the basis of the tender and the successful tender shall taken upon himself and provided for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.

6. **Bid Security:-**

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

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

Note:

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

Note:- The original Bank Guarantee for bid security should be delivered in the office of Senior Divisional Electrical Engineer (Traction Distribution), Mumbai Division, Central Railway, Annex building, 2nd floor, Mumbai CST- 400001 before closing date for submission of bids (i.e. excluding the last date of submission of bids)

7. Care in submission of tenders:-

- (a) (i) (a) (i) Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all inclusive to accord with the provisions in Clause-37 of the Standard General Conditions of Contract for the completion of works to the entire satisfaction of the Engineer.
- (a)(ii) Tenderers will examine the various provisions of The Central Goods and Services Tax Act, 2017(CGST)/ Integrated Goods and Services Tax Act, 2017(IGST)/ Union Territory Goods and Services Tax Act, 2017(UTGST)/ respective state's State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt.& as amended from time to time and applicable taxes

before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.

- (a)(iii) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to railway immediately after the award of contract, without which no payment shall be released to the Contractor. The Contractor shall be responsible for deposition of applicable GST to the concerned authority.
- (a)(iv) In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, the railway shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.
- (b) When work is tendered for by a firm or company, the tender shall be signed by the individual legally authorized to enter into commitments on their behalf.
- (c) The Railway will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.
- (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.

7.1 The tenderers shall submit a copy of certificate stating that all their statements/documents submitted alongwith bid are true and factual. Standard format of 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 above certificate by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested/digitally signed by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document.

8. Opening of tenders:-

- a) Tender closing date & time of aforesaid tender: **Upto 11.00 hours of 16.07.2026 and will be opened after 11.00 hrs.**
- b) The prospective tenderers are requested to visit the website **www.ireps.gov.in** for details of tenders & corrigendum, if any.
- c) Tenderer may participate in above e-tender electronically through website **www.ireps.gov.in** only & submission of manual offers against e-tender are not allowed. Manually, if submitted shall neither be opened nor considered.

9. Right to 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.

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.

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. Execution of contract documents: -

The Tenderer whose tender is accepted shall be required to appear in person at the office of 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.

11. 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).

12. Forms of contract documents:

a) For contracts for specified works, valued at more than ₹ 10,000/- the contract documents required to be executed by the tenderer whose tender is accepted.

13. Conditions of Tender:

1. The drawings for the works can be seen in the office of Sr. Divisional Electrical Engineer (Traction Distribution) Central Railway, Mumbai CST at any time during office hours.
2. The tender/tenderers shall quote his/their rates with reference to each item and must tender for all the items shown in the attached schedule or offer single percentage applicable to all the items shown in the attached schedule. The quantities is shown in the attached schedule are given as a guide and are approximate only and are subject to variation according to the needs of the Railway. The Railway accepts no responsibility for their accuracy. The Railway does not guarantee work under each item of the schedule.
3. Tenders containing erasures and alternations of the tender documents are liable to be rejected. Any corrections made by the tender/tenderers in his/their entries may be attested by him/them.
4. The works are required to be completed within a period of **6 Month** from the date of issue of Letter of Acceptance.
5. The tender must be accompanied by a sum of ₹ **87,500/-** as bid security deposited through net banking or payment gateway only as provided in www.ireps.gov.in website.
6. It shall not be obligatory on the said authority to accept the lowest tender and no tender/tenderers shall demand any explanation for the cause of rejection of his/their tender.

7. If the tenderer deliberately 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.
8. If a tenderer expires after the submission of his tender or after the acceptances of his tender, the Railway shall deem such tender as cancelled. If a partner of a firm requires after the submission of their tender or after the acceptance of their tender, the Railway shall deem such tender as cancelled unless the firm remains its character.
9. Tenderers have to furnish an attested certificate from employer/client, audited balance sheet duly certified by the chartered Accountant etc.
10. The tender must be accompanied with bid security deposited through net banking or payment gateway only as provided in **www.ireps.gov.in website** failing which the tender will be summarily rejected. The tenderer shall hold the offer open till such date as may be specified in the tender. The tenderer should submit the tender and other required documents through online only within stipulated period. Manually submitted offer shall neither be opened nor be considered.
 - a) Tender closing date & time of aforesaid tender: **Upto 11.00 hours of 16.07.2026 and will be opened after 11.00 hrs.**
 - b) The prospective tenderers are requested to visit the website **www.ireps.gov.in** for details of tenders & corrigendum, if any.
 - c) Tenderer may participate in above e-tender electronically through website **www.ireps.gov.in** only & submission of manual offers against e-tender are not allowed. Manually, if submitted shall neither be opened nor considered.
 - d) Bid security should be paid as per details given in tender document.
 - e) For further enquiry, may contact: **Senior Divisional Electrical Engineer (Traction Distribution), Annex Bldg., 2nd floor, Central Railway, Mumbai CST** on phone. 022-22612355.
 - f) Complete details of tenders are available at the website “**www.ireps.gov.in**”. The complete details of tenders are also available in the “Notice Board” of the Sr. DEE (TD) Office, Mumbai CST.
11. Non compliance with any of the condition set forth therein above is liable to result in the tender being rejected.
12. The authority for the acceptance of the tender will rest with the Chief Electrical Engineer/Engineer in Chief/Deputy Chief Electrical Engineer/Divisional Railway Manager/Senior Divisional Electrical Engineer/Divisional Electrical Engineer Central Railway who does not bind himself to accept the lowest or any other tender nor does he undertake to assign reason for declining to consider any particular tender or tenders.
13. The successful tenderer/tenderers shall be required to execute an agreement with the President of Republic of India acting through the Senior Divisional Electrical Engineer (Traction Distribution) Central Railway Mumbai CST, for carrying out the work according to the general conditions of Contract and specification for works and materials of Central Railway.

14. The tenderers shall keep the offer open for a minimum period of 60 days from the date of opening of the tender within which period the tenderer cannot withdraw his offer, subject to the period being extended further if required, by mutual agreement from time to time. Any contravention of the above condition will make the tenderer liable for forfeiture of his bid security.

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

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 favour of the individual to sign the tender on behalf of the company and create liability against the company.

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

GCC para 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 works tenders 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 upto 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 alongwith 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 become 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 alongwith 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 alongwith 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.

17.14.7 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.

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'.

Each other (non-lead)member(s) of JV, who is/ are not satisfying the technical eligibility for any 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. I:

- 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.*
- b) *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.

18.5 A partner of the firm shall not be permitted to participate either in his individual capacity or as a partner of any other firm in the same tender.

18.6 The tender form shall be submitted only in the name of partnership firm. The Bid Security shall be submitted by partnership firm. The Bid Security submitted in the name of any individual partner or in the name of authorized partner (s) shall not be considered.

18.7 On issue of Letter of Acceptance (LOA) to the partnership firm, all the guarantees like Performance Guarantee, Guarantee for various Advances to the Contractor shall be submitted only in the name of the partnership firm and no splitting of guarantees among the partners shall be acceptable.

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

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

GCC 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.

GCC 19.0 Advances to Contractor –

If specifically provided in Tender Documents of tender having advertised value more than Rs 50 Crores, Railway shall make payment, as an Interest bearing advances, as per Contractor's request. These advances shall carry a simple interest _____ as indicated in the Tender documents. The payment and recovery of such advances shall be made as per manners prescribed in Clause 46.4 of the Standard General Conditions of Contract.

15. 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.

16. 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.

GCC Para- 7. Assignment or Subletting of Contract: The Contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein in any manner whatsoever without the special permission in writing of the Chief Engineer, save as provided below. Any breach of this condition shall entitle the Railway to rescind the contract under Clause 62 of these Conditions and also render the Contractor liable for payment to the Railway in respect of any loss or damage arising or ensuing from such cancellation; provided always that execution of the details of the work by petty Contractor under the direct and personal supervision of the Contractor or his agent shall not be deemed to be sub-letting under this clause.

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

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

\$ Procurement of material, hire of equipment or engagement of labour by prime contractor or procuring entity will not mean sub-contracting.

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

(ii) The subcontractor shall have successfully completed at least one work similar to work proposed for subcontract in last 5 years, ending date of submission of proposal by Contractor to Railway, costing not less than 35% value of work to be subletted, through a works contract. For fulfilment of above, Work Experience Certificate issued by a Govt. Department/Organisation shall be considered. Further, Work Experience Certificate issued by a Public listed company shall be considered provided the company is having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, registered at least 5 years back from the date of submission of proposal by Contractor to

Railway and work experience certificate issued by a person authorised by the Public Listed Company to issue such certificates.

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

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

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

(b) The Contractor shall provide to the Engineer a copy of the agreement to be entered into by Contractor with subcontractor. No subcontractor shall be permitted without a formal agreement between Contractor and subcontractor. This agreement shall clearly define the scope of work to be carried out by subcontractor and the terms of payment in clear & unambiguous manner.

(c) On receipt of approval from Chief Engineer, Contractor shall enter into a formal agreement legally enforceable in Court of Law with subcontractor and submit a copy of the same to the Engineer.

(d) The Contractor shall intimate to the Engineer not less than 7 days in advance, the intended date of commencement of subcontractor's work.

(e) Once having entered into above arrangement, Contractor shall discontinue such arrangement, if he intends to do so at his own or on the instructions of Railway, with prior intimation to Chief Engineer.

(f) The Contractor shall indemnify railway against any claim of subcontractor.

(g) The Contractor shall release payment to the Sub-contractor(s) promptly and shall endeavour to resolve all issues amicably and speedily with the Sub-contractor(s), so that the execution of work is not affected in any manner whatsoever.

(h) In addition to issuance of work experience certificate to Contractor, the Engineer, when, based on documents, is satisfied that subcontracted work has been carried out by subcontractor, shall issue work experience certificate to the subcontractor also for the portion of work subcontracted and successfully completed by the sub-contractor.

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

(i) The responsibility of successful completion of work by subcontractor shall lie with Contractor. Subcontracting will in no way relieve the Contractor to execute the work as per terms of the Contract.

(j) Further, in case Engineer is of the view that subcontractor's performance is not satisfactory, he may instruct the Contractor to remove the subcontractor from the work and Contractor has to comply with the above instructions with due promptness. Contractor shall intimate the actual date of discontinuation of subcontract to Engineer. No claim of Contractor whatsoever on this account shall be entertained by the Railway and this shall be deemed as 'excepted matter' (matter not arbitrable).

(k) The permitted subcontracting of work by the Contractor shall not establish any contractual relationship between the sub-contractor and the Railway and shall not relieve the Contractor of any responsibility under the Contract.

GCC PARA 52. Withholding and Lien in Respect of Sums Claimed: Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the Contractor, the Railway shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any, deposited by the Contractor and for the purpose aforesaid, the Railway shall be entitled to withhold the said cash Security Deposit or the Security if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Contractor, the Railway shall be entitled to withhold and have a lien to the extent of the such claimed amount or amounts referred to supra, from any sum or sums found payable or which at any time thereafter may become payable to the Contractor under the same contract or any other contract with this or any other Railway or any Department of the Central Government pending finalization or adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above, by the Railway will be kept withheld or retained as such by the Railways till the claim arising out of or under the contract is determined by the arbitrator (if the contract governed by the Arbitration Clause) or by the competent court as the case may be and that the Contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to supra and duly notified as such to the Contractor.

For the purpose of this clause, where the Contractor is a partnership firm or a company, the Railway shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner / company, as the case may be whether in his individual capacity or otherwise.

GCC PARA 52-A Lien in Respect of Claims in other Contracts:

(i) Any sum of money due and payable to the Contractor (including the Security Deposit returnable to him) under the contract may be withheld or retained by way of lien by the Railway, against any claim of this or any other Railway or any other Department of the Central Government in respect of payment of a sum of money arising out of or under any other contract made by the Contractor with this or any other Department of the Central Government.

(ii) However, recovery of claims of Railway in regard to terminated contracts may be made from the Final Bill, Security Deposits and Performance Guarantees of other contract or contracts, executed by the Contractor. The Performance Guarantees submitted by the Contractor against other contracts, if required, may be withheld and encashed. In addition, 10% of each subsequent 'on-account bill' may be withheld, if required, for recovery of Railway's dues against the terminated contract.

(iii) It is an agreed term of the contract that the sum of money so withheld or retained under this Clause by the Railway will be kept withheld or retained as such by the Railway till the claim arising out of or under any other contract is either mutually settled or determined by arbitration, if the other contract is governed by Arbitration Clause or by the competent court as the case may be and Contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this Clause and duly notified as such to the Contractor.

GCC PARA 53. Signature on Receipts for Amounts: Every receipt for money which may become payable or for any security which may become transferable to the Contractors under these presents, shall, if signed in the partnership name by anyone of the partners of a Contractor's firm be a good and sufficient discharge to the Railway in respect of the moneys or security purported to be acknowledged thereby and in the event of death of any of the Contractor, partners during the pendency of the contract, it is hereby expressly agreed that every receipt by anyone of the surviving Contractor partners shall if so signed as aforesaid be good and sufficient discharge as aforesaid provided that nothing in this Clause contained shall be deemed to prejudice or effect any claim which the Railway may hereafter have against the legal representative of any Contractor partner so dying for or in respect to any breach of any of the conditions of the contract, provided also that nothing in this clause contained shall be deemed to prejudice or effect the respective rights or obligations of the Contractor partners and of the legal representatives of any deceased Contractor partners interse.

2. SPECIAL CONDITIONS OF CONTRACT.

- 2.1 The special conditions supplement the conditions of tender and contracts, the General conditions of contract and the notes appearing under the relevant chapters and sub chapters of the standard schedule of rates 1976 and should be considered a part of the contract papers. Where the provision of these conditions are at variance with the general condition of the contract, these special conditions should prevail.
- 2.2 The general conditions of the contract will mean the general conditions of contract as amended and or corrected from time to time and obtaining at the time of accepting of the tender and at the time of executing of the agreement mentioned in clause 15 under conditions of tender. It should be the responsibility of the contractors before submitting his tender and again before entering into said agreement to ascertain all amendments and or corrections made to the said general conditions of contract.
- 2.3 The indenting tenderer is advised to study the tender papers carefully. The tenderer shall also get acquainted himself with locations, local conditions means of access to site of works, nature of works and all other matters relating thereto before submitting their offer.

2.3.1. No extra payment will be admissible for night working.

2.4 SIGNING OF THE TENDER AND TENDERER'S ADDRESS.

a) Any individual or individuals signing the tender or other documents connected there with should specify whether he is signing:-

- i) As sole proprietor of the concern, or his attorney or
- ii) As a partner or partners of the firm or

iii) For the firm per procreation, or

iv) As a Director, Manager or Secretary in the case of Limited company. Partnership Act, all the partners of the Attorney duly authorised by all of them should sign the tender and all other connected documents. A copy of the documents empowering the individual, or individuals, to sign should also be sent with the form of tender In any case, the tenderer should disclose his constitution fully and attests copies of all necessary legal documents in support thereof should be submitted with the tender, and originals thereof should be produced as and when called for.

b) Every tenderer should state in the tender his postal address fully and clearly. Any communication sent to a tenderer by post at his said address shall be deemed to have reached the tenderer duly and timely not standing with the fact that the communication could not reach the tenderer at all or in the time because of any inaccuracy of defects in the said address.

2.5 Right to accept any tender:-

The Railway shall not be bound to accept the lowest or any tender or to assign any reason for non acceptance or rejection of any tender. No tenderer shall be deemed to have been accepted unless such acceptance has been notified in writing to the successful tenderer by the Railway. The Railway reserves the right to accept any tender for less than the tenderers quantity without assigning any reason whatsoever.

2.7. Contractor's credentials and Eligibility Criteria.

-As mentioned at Para 4 of Part 1.

2.8. Income tax certificate.

Deleted.

2.9. 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.

2.9.1 SECURITY DEPOSIT ON ACCEPTANCE OF TENDER.

GCC 16.(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.

16.(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.

16. (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.

16.(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 16.(4)(b) of this clause will be payable with interest accrued thereon.

2.9.2 PERFORMANCE GUARANTEE

16.(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 22nd day after the date of issue of LOA. Further, if the 60th day happens to be a declared holiday in the concerned office of the Railway, submission of PG can be accepted on the next working day.

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

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

- (b) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 5% of the original contract value and Additional Performance Guarantee as per clause 16(4)(h) in any of the following 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 Performan Guarantee(%)
Below 0 – 5% (inclusive)	Nil
Below 5%	5%

2.10 CONTRACTOR'S RESPONSIBILITY DUE TO ALTERATION OF WORKS:

2.10.1 The contractor shall be responsible for the cost for any alteration to the work due to any discrepancies, errors or commissions that may arise from incorrect readings and drawings or for other particulars supplied to him. If any dimensions, figures upon drawings differ from those obtained scaling the drawings, the figured dimension, are normally to be taken as correct. All dimensions, weights and measures shall be in metric units.

2.10.2 SUPPLY OF DRAWING TRACINGS OR DESCRIPTIONS TO THE PURCHASER'S ENGINEER.

Any detailed drawings or tracings required by the contractor to facilitate his work may be prepared by the contractor, but shall have to be approved by the purchaser beforehand.

2.11 ALTERATION OF WORK.

The purchaser may require such alteration to be made on the work during its progress or any be necessary, but should such alteration in price justified, such alteration shall not be carried out until amended price submitted by the contractor admissible on account of any modification to drawings supplied by the purchaser to the contractor.

2.12. CONTRACTOR TO PROVIDE ALL TOOLS AND PLANTS.

All tools and plants, and stores of any description required for carrying out the work shall have to be provided for by the contractor. Cost of maintenance and operation of such tools and plants shall be borne by the contractor.

2.13. CONTRACTOR TO EXECUTE WORK WITH DILIGENCE AND EXPEDITION.

The contractor shall execute the work with the diligence and expeditions. Should he refuse or neglect to comply with any reasonable orders given to him in writing by the purchaser, in connection with work or contravance of the provision of the contract, the purchaser shall be at liberty to give 7 days notice in writing to the contractor requiring him to make good the neglect of contravention complained of and should the contractor fail to comply with the requisition made in the notice of 7 days from the receipt, it shall be lawful for the purchaser to take the work wholly or in part out of contractor's hands without any further reference and get the work or any part thereof as the case may be completed by other agencies at the expense of the contractor without prejudice in any other right or remedy of the purchaser.

2.14 CONTRACTOR TO MAKE GOOD THE DEFECTS FOR THE FAILURE TO COMPLY WITH THE WORK.

In the event of any loss to the purchaser on account of execution and/or completion of the work or any part thereof by agencies other than the contractor in terms of the above clause, the contractor shall be liable to reimburses the loss to the purchaser and the reimbursement shall be at the opinion of the purchasers from all or any of the following sources viz.

- a) The contractor's security deposit in the hands of the purchaser as far as available.
- b) Any other assets whatsoever of the contractor. In the event of reimbursement out of sources (a) and or (c) mentioned, the purchaser shall have the right of appropriation SUOMOTO.
- c) Any amount due and payable to the contractor by the purchaser on any accounts whatsoever.

2.15. INSPECTION.

- a) All the materials covered under this tender will be inspected by M/s RITES or by purchasers representative.

- b) In case of any dispute regarding the quantity of the material or a workmanship the decision of the Senior Divisional Electrical Engineer (TD) Mumbai CST shall be final and binding.

2.16. GCC clause 17 - 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.

2.17 GCC 17A Extension of Time in Contracts: GCC 17A: Subject to any requirement in the contract as to completion of any portion or portions of the works before completion of the whole, the Contractor shall fully and finally complete the whole of the works comprised in the contract (with such modifications as may be directed under conditions of this contract) by the date entered in the contract or extended date in terms of the following clauses:

- (i) **Extension due to Modification:** If any modifications have been ordered which in the opinion of the Engineer have materially increased the magnitude of the work, then such extension of the contracted date of completion may be granted as shall appear to the Engineer to be reasonable in the circumstances, provided moreover that the Contractor shall be responsible for requesting such extension of the date as may be considered necessary as soon as the cause thereof shall arise.
- (ii) **Extension for Delay not due to Railway or Contractor:** If in the opinion of the Engineer, the progress of work has any time been delayed by any act or neglect of Railway's employees or by other Contractor employed by the Railway under Sub-Clause (4) of Clause 20 of these Conditions or in executing the work not forming part of the contract but on which Contractor's performance necessarily depends or by reason of proceeding taken or threatened by or dispute with adjoining or to neighbouring owners or public authority arising otherwise through the Contractor's own default etc. or by the delay authorized by the Engineer pending arbitration or in consequences of the Contractor not having received in due time necessary instructions from the Railway for which he shall have specially applied in writing to the Engineer or his authorized representative then upon happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing

to the Engineer within 15 days of such happening, but shall nevertheless make constantly his best endeavours to bring down or make good the delay and shall do all that may be reasonably required of him to the satisfaction of the Engineer to proceed with the works. The Contractor may also indicate the period for which the work is likely to be delayed and shall be bound to ask for necessary extension of time.

- (iii) **Extension for Delay due to Railways:** In the event of any failure or delay by the Railway to hand over the Contractor possession of the lands necessary for the execution of the works or to give the necessary notice to commence the works or to provide the necessary drawings or instructions or any other delay caused by the Railway due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the contract or alter the character thereof or entitle the Contractor to damages or compensation 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 17A(i) or/and 17A(ii) or/ and 17A(iii) above, as soon as the cause thereof shall arise and, in any case, not less than 15 days before the expiry of the date fixed for completion of the works. The Engineer shall consider the same and shall grant and communicate such extension of time as in his opinion is reasonable having regard to the nature and period of delay and the type and quantum of work affected thereby. No other compensation shall be payable for works so carried forward to the extended period of time; the same rates, terms and conditions of contract being applicable, as if such extended period of time was originally provided in the original contract itself.

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

17B 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 17 and 17A, the Railway may, if satisfied that the works can be completed by the Contractor within reasonable short time thereafter, allow the Contractor for further extension of time (Proforma at Annexure-VII) as the Engineer may decide. On such extension the Railway will be entitled without prejudice to any other right and remedy available on that behalf, to recover from the Contractor as agreed damages and not by way of penalty for each week or part of the week, **a sum calculated at the rate of Liquidated Damages as decided by Engineer, between 0.05% to 0.30 % of contract value of the works for each week or part of the week.**

For the purpose of this Clause, the contract value of the works shall be taken as value of work as per contract agreement including any supplementary work order/contract agreement issued. Provided also, that the total amount of liquidated

damages under this condition shall not exceed 5% of the contract value or of the total value of the item or groups of items of work for which a separate distinct completion period is specified in the contract.

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

NOTE:

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

17C 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.

2.18 VALIDITY.

The offer shall be valid for a minimum period of **60 days**.

2.19 CONSIGNEE:

The consignee will be the representative of Divisional Electrical Engineer (Traction Distribution) Kurla, Central Railway will be the consignee of this work.

2.20 CORRESPONDENCE:

All correspondence with regard to this work shall be made to Senior Divisional Electrical Engineer (Traction Distribution) Central Railway Mumbai CST with a copy endorsed to the **Divisional Electrical Engineer (Traction Distribution) Kurla, Central Railway**.

2.21 COMPLETION PERIOD:

The Railway expects that a resourceful and experienced contractor should be able to complete the work within **6 months for installation** from the date of issue of Letter of Acceptance/work order.

The completion period for AMC is 4 years from expiry of guarantee period of 1 year.

2.22 VARIATION IN QUANTITY:

GCC 41. 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.

42.(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.

42.(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).

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

2.23 (1) Contractor to supply water for works: Unless otherwise provided in the Contract, the Contractor shall be responsible for the arrangements to obtain supply of water necessary for the works.

(2) Water supply from Railway System: The Railway may supply to the Contractor part or whole of the quantity of the water required for the execution of works from the Railway's existing water supply system at or near the site of works on specified terms and conditions and at such charges as shall be determined by the Railway and payable by the Contractor, provided that the Contractor shall arrange, at his own expense, to effect the connections and lay additional pipe lines and accessories on the site and that the Contractor shall not be entitled to any compensation for interruption or failure of the water supply.

(3) Water supply by Railway Transport: In the event of the Railway arranging supply of water to the Contractor at or near the site of works by travelling water tanks or other means, the freight and other charges incurred thereby, including demurrage charges that may be levied, shall be paid by the Contractor in addition to the charges referred to in sub-clause(2) of the clause provided that the contractor shall not be entitled to any compensation for interruption or failure of the water supply.

(4) (a) Contractor to arrange supply of Electric power for works: Unless otherwise provided in the contract, the Contractor shall be responsible for arrangements to obtain supply of Electric power for the works.

(b) Electric Supply from the Railway System: The Railway may supply to the Contractor part or whole of the electric power wherever available and possible, required for execution of works from the Railway's existing electric supply systems at or near the site of works on specified terms and conditions and such charges as shall be determined by the Railway and payable by the Contractor provided the cost of arranging necessary connections to the Railway's Electric supply systems, and laying of underground/overhead conductor, circuit protection, electric power meters, transmission structure, shall be borne by the Contractor and that the Contractor shall not be entitled to any compensation for interruption or failure of the Electric supply system.

2.24 CONTRACTOR TO EMPLOY QUALIFIED STAFF:

Contractor should employ only qualified staff to supervise and execute the work. Name of supervisor/employees should be furnished to Sr. Divisional Electrical Engineer (Traction Distribution) Central Railway Mumbai CST. Any change if any should also be similarly advised.

2.25 DEVIATIONS FROM THE CONDITIONS / SPECIFICATIONS:

Any deviations from the conditions, specifications and definitions given in the tender will not be accepted unless specific approval for the particular deviation has been accorded by the Senior Divisional Electrical Engineer (Traction Distribution), Central Railway, Mumbai CST.

2.26 LAWS OF INDIA:

The contract shall be governed in all respects by the laws of India for the time being in force.

2.27 CONVEYANCE OF STAFF EMPLOYED BY THE CONTRACTOR:

No railway pass for the conveyance of the contractor or his staff or agents and/or for stores will be granted.

2.28 CONTRACTOR'S RESPONSIBILITY IN CASE OF INJURIES OR ACCIDENTS SUSTAINED BY HIS WORKMEN & DAMAGE AND LOSS OF RAILWAY PROPERTY:

1. The contractor shall in respect of all staff engaged by him or by his sub contractor indemnify and keep the purchaser at all times indemnified and protected against all claims made and liabilities incurred under Workmen's Compensation Act, the Factories Act and the payment of Wages Act and rules made there under from time to time of under any other labour to Industrial Legislation made from time to time.
2. The contractor shall indemnify and keep the purchaser indemnified and harmless against all action, suits, claims demands, costs, charges or expenses arising in connection with any death or injury sustained by any person or persons within the Railway premise and any loss or damage to Railway property sustained, due to the acts or admissions of the contractors, his sub-contractors, his agents or his staff during the execution of this contract irrespective of whether such liability arises under the Workmen's Compensation Act 1923, or the Fatal Accidents Act or any other statute in force for the time being.
3. The contractors liability to meet third party claims of the type outlines 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.2 Lakhs for any one accident.

4. The contractor shall be responsible for all repairs and rectification of damage to installation, erected or under erection, due to accidents or any other cause, until the installation is provisionally handed over to the purchaser.

2.29 PROCUREMENT AND SCRUTINY OF MATERIAL:

It would be responsibility of the contractor to arrange for the procurement of the full quantity of the materials mentioned in the Schedule-I as per specification given in the tender booklet.

2.30 SAFETY MEASURES:

The contractor shall take all precautionary measures in order to ensure the protection of his own personnel moving about or working in the Railway premise but shall then confirm to the rules and regulations of the Railways.

The work must be carried out most carefully without any infringement of the Indian Railway Act, General and Subsidiary Rules in force on the Railway, Indian Electricity Rules and Acts in such a way that they do not hinder operation or effect the proper functioning of or damage any Railway equipment as agreed to by the Purchaser, provided that all damages and disfiguration caused by the contractor to any Railway property must be made good by the contractor at his own expenses failing which cost of such repairs shall be recovered from the contractor.

The contractor shall ensure that unauthorized careless and inadvertent operation of switch gears which may result in accident to staff and damage to equipment does not occur.

2.31 INSURANCE

1. The contractor shall take out and keep in force a policy or policies of insurance against all liabilities of the contractor or the purchaser at common law or under any statute in respect of accidents to persons who shall be employed by the contractors in or about the site or the Contractor's 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 recognised 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. The contractor shall invariably furnish copies of such insurance policies to the purchaser for his information, as and when taken.

2. The contractor shall take out and keep in force a policy or policies of insurance for all materials in storage and installations under erection and or erected, until such materials and installations are provisionally handed over to the purchaser. For this purpose, the installations shall be deemed to have been provisionally handed over, when a provisional acceptance certified is issued for the installation or equipment the contractor shall invariably furnish copies of the policies for information of the purchaser, so and when taken. The contractor shall not be liable for loses or damages to equipments erected, in

the course of erection or in store in 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.

3. The contractor should however, insure the stores brought to site against risks in consequence of war and invasion as required under the emergency risks (goods) Insurance Act in force from time to time the amount of such insurance premium paid by the contractor will be reimbursed to him by the Administration on submission of bills in proof of payment of such insurance premium. The contractor shall invariably advise the purchaser before taking any such Emergency Risk (goods) Insurance.

2.32 DISCREPANCY AMBIGUITY AND ERROR.

Should there be any discrepancy, defective or incomplete description, ambiguity or error in the drawings and other documents, whether original or supplementary in the matter or things requisite for the proper execution of the work or for any of the purpose of the contract be omitted from the drawings and documents, the contractor shall immediately on discovering the same give notice of such discrepancy, defective or incomplete description ambiguity, omission, or error to the purchaser, we shall decide what work, matter or things are to be executed or done by the contractor. The contractor there upon shall be bound to execute and do such work matter and things as the purchaser shall decide and the same shall be executed or done by the contractor as though they were fully and properly described in the drawings and documents and shall not be entitled to any extra payment therefore.

2.33 DETERMINATION OF CONTRACT

61.(1) Right of Railway to Determine the Contract: The Railway shall be entitled to determine and terminate the contract at any time should, in the Railway's opinion, the cessation of work becomes necessary owing to paucity of funds or from any other cause whatever, in which case the value of approved materials at site and of work done to date by the Contractor will be paid for in full at the rate specified in the contract. Notice in writing from the Railway of such determination and the reasons therefor shall be conclusive evidence thereof.

61.(2) Payment on Determination of Contract: Should the contract be determined under sub clause (1) of this clause and the Contractor claims payment for expenditure incurred by him in the expectation of completing the whole of the work, the Railways shall admit and consider such claims as are deemed reasonable and are supported by vouchers to the satisfaction of the Engineer. The Railway's decision on the necessity and propriety of such expenditure shall be final and conclusive.

61.(3) The Contractor shall have no claim to any payment of compensation or otherwise, howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of determination of contract.

62.(1) Determination of Contract owing to Default of Contractor:

If the Contractor should:

- (i) Becomes bankrupt or insolvent, or
- (ii) **Make an arrangement for assignment in favour of his creditors, or agree to carry out the contract under a Committee of Inspection of his creditors, or**
- (iii) Being a Company or Corporation, go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or
- (iv) Have an execution levied on his goods or property on the works, or
- (v) Assign the contract or any part thereof otherwise than as provided in Clause 7 of these Conditions, or
- (vi) Abandon the contract, or
- (vii) Persistently disregard the instructions of the Engineer, or contravene any provision of the contract, or
- (viii) Fail to adhere to the agreed programme of work by a margin of 10% of the stipulated period, or
- (ix) Fail to Execute the contract documents in terms of Para 8 of the Instructions to Tenderers.
- (x) Fail to submit the documents pertaining to identity of JV and PAN in terms of Para 17.11 of Tender Form (Second Sheet) of Annexure I available in the Instructions to Tenderers.
- (xi) Fail to remove materials from the site or to pull down and replace work after receiving from the Engineer notice to the effect that the said materials or works have been condemned or rejected under Clause 25 and 27 of these Conditions, or
- (xii) Fail to take steps to employ competent or additional staff and labour as required under Clause 26 of these Conditions, or
- (xiii) Fail to afford the Engineer or Engineer's representative proper facilities for inspecting the works or any part thereof as required under Clause 28 of these Conditions, or
- (xiv) Promise, offer or give any bribe, commission, gift or advantage either himself or through his partner, agent or servant to any officer or employee of the Railway or to any person on his or on their behalf in relation to the execution of this or any other contract with this Railway.
- (xv) Fail to adhere to the provisions of Para 16 of Tender Form (Second Sheet) of Annexure I of the Instructions to Tenderers, or provision Clause 59(9) of these Conditions.
- (xvi) Submits copy of fake documents / certificates in support of credentials, submitted by the tenderer

Then and in any of the **said Clause**, the Engineer on behalf of the Railway may serve the Contractor with a notice (Proforma at Annexure-IX) in writing to that effect and if the Contractor does not within seven days after the delivery to him of such notice proceed to make good his default in so far as the same is capable of being made good and carry on the work or comply with such directions as aforesaid of the entire satisfaction of the Engineer, the Railway shall be entitled after giving 48 hours' notice (Proforma at Annexure-X or XII, as the case may be) in writing under the hand of the Engineer to rescind the contract as a whole or in part or parts (as may be specified in such notice) and after expiry of 48 hours' notice, a final termination notice (Proforma at Annexure-XI or XIII, as the case may be) should be issued.

Note: Engineer at his discretion may resort to the part termination of contract with notices (Proforma at Annexure- IX, XII and XIII), only in cases where progress of work is more than or equal to 80% of the original scope of work.

62.(2) Right of Railway after Rescission of Contract owing to Default of Contractor:

In the event of any or several of the courses, referred to in Sub-Clause (1) of this Clause, being adopted:

(a) The Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any commitments or made any advances on account of or with a view to the execution of the works or the performance of the contract and Contractor shall not be entitled to recover or be paid any sum for any work thereto for actually performed under the contract unless and until the Engineer shall have certified the performance of such work and the value payable in respect thereof and the Contractor shall only be entitled to be paid the value so certified.

(b) In the contract which has been rescinded as a whole, the Security Deposit already with railways under the contract shall be encashed/ forfeited and the Performance Guarantee already submitted for the contract shall be encashed. The balance work shall be got done independently without risk & cost of the failed Contractor. The failed Contractor shall be debarred from participating in the tender for executing the balance work. If the failed Contractor is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm.

Further the authorized representative of failed Contractor cannot be accepted as authorized representative in new contract.

(c) In the contract rescinded in part or parts,

(i) The full Performance Guarantee available for the contract shall be recovered. No additional Performance Guarantee shall be required for balance of work being executed through the part terminated contract. The contract value of part terminated contract stands reduced to the balance value of work under the contract.

(ii) The Security Deposit of part terminated contract shall be dealt as per clause 16(2) of these Conditions.

(iii) The defaulting Contractor shall not be issued any completion certificate for the contract.

(iv) The balance work shall be got done independently without risk & cost of the failed Contractor. The failed Contractor shall be debarred from participating in the tender for executing the balance work. If the failed Contractor is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm.

(v) Further the authorized representative of failed Contractor will not be accepted as authorized representative in new contract.

(d) The Engineer or the Engineer's Representative shall be entitled to take possession of any materials, tools, implements, machinery and buildings on the works or on the property on which these are being or ought to have been executed, and to retain and employ the same in the further execution of the works or any part thereof until the completion of the works without the Contractor being entitled to any compensation for the use and employment thereof or for wear and tear or destruction thereof.

(e) The Engineer shall as soon as may be practicable after removal of the Contractor fix and determine ex-parte or by or after reference to the parties or after such investigation or enquiries as he may consider fit to make or institute and shall certify what amount (if any) had at the time of rescission of the contract been reasonably earned by or would reasonably accrue to the Contractor in respect of the work then actually done by him under the contract and what was the value of any unused, or partially used materials, any constructional plant and any temporary works upon the site. The legitimate amount due to the Contractor after making necessary deductions and certified by the Engineer should be released expeditiously.

SETTLEMENT OF DISPUTES – INDIAN RAILWAY ARBITRATION AND CONCILIATION RULES

The provisions of clause 63 and 64 of GCC will be applicable only for settlement of claims of disputes between the Railways and contractor of a value less than or equal or 20% of the original contract value, so as to bring the claim within the scope of Arbitrator ability.

63. Conciliation of Disputes:

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

63.1 Matters Finally Determined by the Railway: All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the Contractor to the GM and the GM shall, within 120 days after receipt of the Contractor's representation, make and notify decisions on all matters referred to by the Contractor in writing provided that matters for which

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

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

63.2.1 Any dispute/s if not settled with the Engineer, shall be referred to DAB.

The DAB shall consist of a panel of three Retired Railway Officers, retired not below senior administrative grade (SAG). The DAB shall be formed within 90 days of signing of Contract Agreement. For this purpose, a panel of DAB members shall be maintained in the General Manager's office. The complete panel, which shall not be less than five members, shall be sent by Chief Engineer to the Contractor to nominate one member of the DAB from the panel as Contractor's nominee within two weeks of receipt of the panel. On receipt of Contractor's nominee, the Chief Engineer shall nominate one member from the same panel as Railway nominee for the DAB. Both above nominees shall jointly select presiding member of the DAB from the same panel.

63.2.2 The appointment of DAB shall be effectuated by way of a tri-partite agreement among the Railway, Contractor and the respective DAB members. The terms of the remuneration of each member shall be as fixed by Ministry of Railways from time to time. Each party shall be responsible for paying one-half of this remuneration.

63.2.3 If one or more of the members appointed refuses to act as DAB member, or is unable or unwilling to perform his functions as DAB member for any reason whatsoever or dies or in the opinion of the Chief Engineer fails to act without undue delay, the parties shall terminate the mandate of such DAB member and thereupon new DAB member shall be appointed in the same manner, as the outgoing DAB member had been appointed.

63.2.4 The appointment of any member may be terminated by mutual agreement of both Parties, but not by the Railway or the Contractor acting alone. Unless otherwise agreed by both the Parties, the appointment of the DAB (including each member) shall expire upon expiry of this Contract Agreement.

63.2.5 Before start of DAB proceedings, each DAB member shall give the following certificate to the Railway and the Contractor:

"I have no any past or present relationship in relation to the subject matter in dispute, whether financial, business, professional or other kind. Further, I have no any past or present relationship with or interest in any of the parties whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to my independence or impartiality."

63.2.6 DAB proceedings shall be conducted as decided by the DAB. The DAB shall give its decision within 90 days of a Dispute referred to it by any of the Parties, duly recording the reasons before arriving at the decision. The DAB shall decide the issue within terms and conditions of the contract. This time limit shall be extendable subject to the Parties mutual agreement.

63.2.7 The DAB decision shall not be binding on both the Parties. In case any party is not satisfied by the decision of DAB, then the aggrieved party may approach Arbitral Tribunal for arbitration proceedings.

63.2.8 No dispute shall be referred to Arbitral Tribunal unless the same has been referred to DAB for adjudication. However, in case DAB is not formed due to any reason, the disputes can be directly referred to Arbitral Tribunal to adjudicate the dispute.

63.2.9 In the specific cases of any misconduct by any of the members of the DAB, the parties shall have the right to specifically bring it to the notice of the DAB such conduct, through a statement filed with necessary documents in proof of such misconduct and the DAB, after taking NOTICE of such conduct initiate the replacement of the member concerned, in the same manner the member to be replaced was appointed.

63.2.10 Once the decision is given by DAB, DAB cannot review the decision at its own or on the request of one party, unless both parties agree for review of decision by DAB.

63.2.11 In case DAB decision is not challenged by either party within 180 days of receipt of decision of DAB, the decision shall be considered as final and parties would be barred for referring the same to Arbitral Tribunal for adjudication.

63.2.12 The obligation of the Railway and the Contactor shall not be altered by reasons of issue being or under reference to DAB.

63.2.13 The DAB shall conduct the proceedings at any convenient venue which shall be decided by DAB in consultations with parties.

63.2.14 It is a term of this contract that the Parties shall not approach any Court of Law for settlement of such disputes or differences unless an attempt has first been made by the parties to settle such disputes or differences through DAB and Arbitral Tribunal.

64.(1) : Demand for Arbitration:

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

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

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

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

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

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

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

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

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

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

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

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

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

64.(3) : Appointment of Arbitrator:

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

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

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

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

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

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

64.(3)(c)(i): If one or more of the arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator, or vacates his/their office/offices or is/are unable or unwilling to perform his functions as arbitrator for any reason whatsoever or dies or in

the opinion of the General Manager/Additional General Manager fails to act without undue delay, the General Manager/Additional General Manager shall appoint new arbitrator/arbitrators to act in his/their place in the same manner in which the earlier arbitrator/arbitrators had been appointed. Such re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator (s).

64.(3) (c) (ii): (a) The Arbitral Tribunal shall have power to call for such evidence by way of affidavits or otherwise as the Arbitral Tribunal shall think proper, and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitral Tribunal to make the award without any delay. The proceedings shall normally be conducted on the basis of documents and written statements.

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

64.3(c)(iii): (i) Qualification of Railway Empanelled Arbitrator (s):

- a. Retired Railway Officers not below SA Grade level, one year after his date of retirement.
- b. Age of arbitrator at the time of appointment shall be below 70 years.
- c. Persons not involved in any current vigilance/CBI cases or against whom disciplinary or prosecution proceedings are not in process.
- d. Persons who had not been imposed a major penalty or two or more minor penalties or against whom administrative action has not been taken three times or more or
- e. Persons who have not been imposed one minor Penalty and against whom two administrative actions have not been taken as a result of vigilance/CBI action while in service on Railways.

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

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

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

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

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

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

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

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

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

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

2.34 ISSUE IDENTITY CARD BY CONTRACTOR TO HIS STAFF

The contractor shall issue identity card at his cost to each and every person employed by him and deployed for execution of the contract work as per the prescribed Form. Failure on the part of the contractor to issue identity cards to their employees will be treated breach of contract conditions and therefore will be dealt as per clause No 62(VII) of GCC.

It is mandatory on the parts of every employee, deployed by the contractor to keep in his possession, the identity card issued by the contractor throughout the /74execution of the work. Failure to possess such identity card will be treated as unauthorised presence in the Railway premises. Such persons shall be liable for prosecution as per law.

It is mandatory for the contractors to submit the list of the employees issued with the identity cards and deployed for execution of the particular contract, to the Railway's

Engineer at site before commencement of the work and also for any subsequent changes made during the execution of the work.

No claims whatsoever arising out of implementation of special conditions pertaining to issue of identity cards shall be admissible

2.35 DRAFTING OF CONTRACTOR VEHICLE & EQUIPMENT

The contractor's vehicle & equipment can be drafted by the purchaser at the time of accident/ natural calamities involving human lives. Tenderers shall furnish the details of vehicle & equipment available with him. Payment for these vehicle / equipment is made as per excepted norms.

2.36 SAFETY PRECAUTIONS TO BE TAKEN BY CONTRACT LABOUR WORKING

- 1 The contractor shall take full responsibility for health and safety of his labour, within work site. Accordingly, the contractor shall make necessary arrangement for personal protective equipments, first aid boxes, safety training, etc for the contract labour in the work being undertaken.
- 2 The contractor shall ensure that all his contract labour is issued with entry permit card(EPC)/identity card which shall be available with them.
- 3 The contractor shall submit the details of contract labour/supervisor viz name, age, address for each serial no of EPC/Identity card too the coordinating supervisor. In case of change of contract labour, changes against the EPC / identity card should be advised on a daily basis.
- 4 The contractor shall ensure presence of minimum one supervisor to be supervise the contract labour working for the contractor and he should be provided with a cell phone for ease of communication. The cell phone no must be inform to coordinating supervisor.
- 5 The contractor shall not employ any person below the age of 18 years. No Woman shall be allowed to work between 6 PM to 7 AM.
- 6 The contractor shall obtained must necessary work permit form the coordinating supervisor before starting the work.
- 7 The personal protective equipments supplied to the contractor labour should confirm to the required specifications.
- 8 The contractor shall ensure proper housekeeping at all his work places.
- 9 The contractor shall take proper care in storing inflammable substances to avoid any case of fire.
- 10 The contractor shall ensure that only trained and competent person are employed to work on the electrical works/installation.

3.0 Prices and payment: -

3.1 Scope: -

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

3.2 Schedule of prices : -

The unit prices of various items of work shall be firm and minor changes in basic design shall not affect unit prices so long as such charges are agreed to by the Railway. All unit prices shall be in Rupees. The tenderer must quote the rate for supply and erection, testing and commissioning separately in schedule-I.

3.3 Incidental charges: -

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

3.4 Other price payment: -

No adjustment on account of variation in insurance and freight charges(road or rail) will be permitted.

3.4.1 PRICE VARIATION CLAUSE :

-NA-

3.5 PAYMENT TERMS:--

- a. No on account payment shall be made on supply of Items.
- b. 95%progress payment shall be on erection of said item. 5% payment shall be made on final completion of work.
- c. Payment for Item No. 19 for annual maintenance contract will made at the end of every quarter after completion of guarantee period.

All the invoices/Bills shall be accompanied by the following:-

- a. Supplier's Challans.
- b. Inspection certificate granted by the railway recognized third party inspection agencies or Purchaser's representative.
- c. Certificate of receipt of materials at consignee's depot duly accepted by the Purchaser's Engineers.
- d. Quality assurance documents.

The Contractor should furnish a Bank Guarantee for 10% of the amount claimed for 80% on account payment. The Bank Guarantee shall be in the prescribed form from State Bank of India or from any Scheduled Bank/Nationalised Bank on prescribed form and valid for 4 months beyond the date of completion of installation and testing to the satisfaction of Engineer-in-Charge. In the event of extension to the time of completion, the Contractor shall extend the validity of the Bank Guarantee. In case the Contractor is unable to furnish the Bank Guarantee, equivalent cash would be held by the Purchaser from the payments due to the Contractor.

The above mentioned Bank Guarantee may be released after complete adjustment of the above amount from the progress payments in terms of para & after obtaining specific approval of Sr. Divisional Electrical Engineer, In-Charge of the work.

3.6 Penalty clause for Annual Maintenance of Entire System Installation:

- i) In the event of a breakdown or malfunction of any component of the CCTV system, the firm shall ensure that a qualified service engineer is deputed within 2 hours of receiving intimation via phone, email, fax, or letter. Failure to respond within the stipulated time will result in a penalty of Rs. 2000/- per day, with any part of a day counted as a full day.
- ii) In addition to above penalties, in case of any deficiency in service or execution of work, if required, Sr. DEE TD BB may deduct penalty of suitable amount.
- iii) The decision of Sr. DEE TD BB regarding the assessment of penalty to be imposed on the contractor shall be final and binding on the contractor.

3.7 Guarantee: -

The Contractor shall give the guarantee for the period of **12 MONTHS** from the date of completion of all installation of complete work. Any rectification or repairs or replacement required, if any during the guarantee period shall be carried out by the Contractor free of cost within reasonable time, not exceeding two weeks. All to & fro transportation charges, loading & unloading of the material will be borne by the Contractor during the guarantee period. No additional payment will be paid by the Railway for the same in the guarantee period.

3.9 Taxes:-

The quoted rates shall be inclusive of all taxes, duties, freight and other incidental charges including GST.

3.10 Special conditions for letter of credit as mode of payment

- (i) For all the tenders having advertised cost of Rs10 lakh or above, the contractor shall have the option to take payment from Railways through a letter of credit (LC) arrangement.
- (ii) This option of taking payment through LC arrangement has to be exercised in IREPS (Indian Railway Electronic Procurement System -the e-application on which tenders are called by Railways) by the tenderer at the time of bidding itself, and the tenderer shall affirm having read over and agreed to the terms and conditions of the LC option.

- (iii) The option so exercised, shall be an integral part of the bidder's offer.
- (iv) The above option of taking payment through LC arrangement, once exercised by tenderer at the time of bidding, shall be final and no change shall be permitted, thereafter, during execution of contract.
- (v) In case tenderer opts for payment through LC, following shall be the procedure to deal release of payment through LC:
 - (a) The LC shall be a sight LC.
 - (b) The contractor shall select his Advising/Negotiating bank for LC. The incidental cost towards issue of LC and its operation thereof shall be borne by the contractor.
 - (c) SBI, New Delhi, Main Branch will be the nodal branch for issue of LCs based on online requests received from Railway Accounts Units for tenders opened in financial year 2018-19. SBI branches where the respective Railway Accounts Office has its Account (local SBI branch) will be the issuance/reimbursing branch for LC issued under this arrangement. The Bank shall remain same for this tender till completion of contract. The incidental cost @0.15% per annum of LC value, towards issue of LC and operation thereof shall be borne by the contractor and shall be recovered from his bills.
 - (d) The LC shall be opened initially for duration of 180 to 365 days in consultation with contractor. The LC shall be extended time to time as per the progress of the contract, on the request of the contractor. The value of LC to be opened initially as well as extended thereafter shall be finalised by the engineer in consultation with the contractor on the basis of expected progress of work.
 - (e) The LC terms and conditions shall inter-alia indemnify and save harmless the Railway from and against all losses, claims and demands of every nature and description brought or recovered against the Railways by reason of any act or omission of the contractor, his ,agents or employees, in relation to the Letter of Credit (LC). All sums payable/borne by Railways on this account shall be considered as reasonable compensation and paid by contractor.
 - (f) The LC terms and conditions shall inter-alia provide that Railways will issue a Document of Authorisation (format enclosed as Annexure 13) after passing the bill for completed work, to enable contractor to claim the authorized amount from their bank.
 - (g) The acceptable, agreed upon document for payments to be released under the LC shall be the Document of Authorisation.
 - (h) The Document of Authorisation shall be issued by Railway Accounts Office against each bill passed by Railways.
 - (i) On issuance of Document of Authorisation, a copy of Document of Authorisation shall be posted on IREPS for download by the contractor. A digitally signed copy of Document of Authorisation shall also be sent by Railway Accounts Office to Railway's bank(Local SBI Branch).

- (j) The contractor shall take print out of the Document of Authorisation available on IREPS and present his claim to his bank (advising Bank) for necessary payments as per LC terms and conditions. The claim shall comprise of copy of Document of Authorisation, Bill of Exchange and Bill.
 - (k) The payment against LC shall be subject to verification from Railway's Bank (Local SBI Branch).
 - (l) The contractor's bank (advising bank) shall submit the documents to the Railway's Bank (Local SBI Branch).
 - (m) The railway's bank (issuing bank) shall, after verifying the claim so received w.r.t. the digitally signed Document of Authorisation received from Railway Accounts Office, release the payment to contractor's bank (advising bank) for crediting the same to contractor's account.
 - (n) Any number of bills can be dealt within one LC, provided the sum total of payments to contractor is within the amount for which LC has been opened.
- The LC shall be closed after the release of final payment including PVC amount, if any, to the contractor.
- (p) The release of performance guarantee or security deposit shall be dealt directly by railway with the contractor i.e., not through LC.
3. For opening of LC, executive department shall make a request letter to concerned Accounts Department on a format, placed as Annexure - 12.
 4. Necessary changes in IREPS and IPAS e-applications have already been carried out, for having option for payment to contractors through LC.

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EXPLANATORY NOTES OF SCHEDULE ITEMS**4.0 Scope of work****Provision and installation of CCTV cameras at all TSS and TRD Depots in Mumbai division.**

Transportation of material: The transportation & handling charges to bring the material at work site will be borne by the Contractor. If required, Contractor can supply & store materials at suitable/convenient place. However, the loading, transportation & unloading of Contractor supplied material from concerned Railway Depot to work site shall be done by the Contractor. Railway supplied materials if any will be transported by Railways from depot to work site including loading & unloading without any extra cost.

Quality of staff: Properly skilled staff under the supervision of a qualified Supervisor or Engineer shall execute all the work. The Contractor on the demand by the Railway Engineer shall produce such evidence of qualification of his workmen/supervisors either at the time of award of contract or during execution of work. Contractor will issue identity cards, duly signed by Railway representative to the labours engaged for execution of work. Contractor will solely responsible for safety & security of their labours which will be engaged for execution of work because the work will be carried out in 25 KV AC electrified section.

Conditions for execution of contract: Labour, which is engaged by the Contractor for execution of this work at site, should be invariably insurance covered. The work shall be carried out under the supervision of Railway supervisor at site. During execution of work if any dispute involved such as variation in quantity, approval of Sr.DEE/TRD/CSMT is required before initiating the work. No additional work should be done without taking prior approval of Sr.DEE/TRD/CSMT in this regard. Contractor found using sub-standard or unapproved material shall be on the spot stopped from the executing the further work and suitable action will be taken against the Contractor. Railway has right to decrease/increase the quantity of schedule of prices or delete some portion of work at the time of execution of work if feels necessary.

In case the work is carried out at site without concerned TRD supervisor, Contractor will be debarred from the Railway's contract.

The Contractor will not ply his vehicle for transport of material crossing the track or very close to the track, which is likely to endanger to lives and cause to accident failing which he shall be suitably penalized. The rates quoted by the tenderer and accepted by Railway shall hold good till completion of work and no additional individual claim will be admissible on account of fluctuation in market rates, increase in taxes/levies/toll etc. All types of insulators will be supplied by Railway. Scope of work, detailed tender technical specification for schedule items is attached herewith. However, in case of changes needed as per site condition permission from SrDEE/TRD/CSMT is needed before the work is done.

The contractor shall be responsible for the supply, installation, testing, and commissioning of a complete CCTV surveillance system as per the specification provided in this tender document. The installation shall include IP Dome and Bullet cameras, which must be strategically positioned for optimal coverage, ensuring proper alignment and field of view. The 8-channel NVR system with the designated hard drive must be installed and

configured for seamless recording and storage. Network infrastructure, including POE switches and optical gigabit Ethernet switches, shall be deployed to interconnect cameras and other network devices, ensuring stable data transmission. A 4G wireless dual-band router shall be installed to facilitate remote monitoring capabilities, while 22" monitors will be set up to provide real-time viewing of surveillance footage. The contractor must also ensure the proper laying of CAT6 copper and fiber optic cables, utilizing both rigid and flexible conduits with necessary junctions, elbows, and accessories for secure cable management. The installation of a fully loaded 12-port LIU panel and single-mode media converters must be completed to ensure efficient long-distance data transmission.

To support the system's reliability, 1 KVA offline UPS units shall be installed at required locations to provide backup power, preventing disruptions in surveillance. Camera housings with stands must be securely mounted to protect the equipment from environmental factors. Networking and recording equipment shall be organized inside 6U racks for safety and accessibility. Once the installation is complete, the contractor shall undertake system integration by configuring the necessary software to enable live video feed transmission from all **sites to the TRD control room at CSMT**. A comprehensive testing phase must be conducted to verify the functionality of all cameras, network connections, recording features, and remote access.

Schedule Item No 1: 2MP/4MP IP Dome- As per Annexure A - Prama Make or similar

The price shall cover for supply of 2MP/4MP IP Dome- As per specification in Annexure A or better- Prama Make or similar.

Schedule Item No 2: 2MP/4MP IP Bullet- As per Annexure B - Prama Make or similar

The price shall cover for supply of 2MP/4MP IP Bullet- As per specification in Annexure B or better - Prama Make or similar.

Schedule Item No 3: 8 CH AI SENSE H.265+ 4K NVR including Seagate-6TB HDD ST6000VX009,6TB,5400,3.5in, SATA3 - As per Annexure C- Prama Make or similar

The price shall cover for supply of 8 CH AI SENSE H.265+ 4K NVR including Seagate-6TB HDD ST6000VX009,6TB,5400,3.5in, SATA3 - As per specification in Annexure C or better- Prama Make or similar.

Schedule Item No 4: 8 Port POE Switch PT-SW5U10P-HL-As per Annexure D - Prama Make or similar

The price shall cover 8 Port POE Switch PT-SW5U10P-HL-As per specification in Annexure D or better- Prama Make or similar.

Schedule Item No 5: Installation testing and commissioning of Camera, Switches, Monitor, NVR and etc. and integrating the live view from all the site to TRD control room at CSMT with necessary software required to extend the live view from site to TRD control room CSMT

The price shall cover for Installation testing and commissioning of Camera, Switches, Monitor, NVR and etc. and integrating the live view from all the site to TRD control room at CSMT with necessary software required to extend the live view from site to TRD control room CSMT.

Schedule Item No 6: 4G Wireless Dual Band Router GSM Modem/Router.

The price shall cover for 4G Wireless Dual Band Router GSM Modem/Router. The price shall cover all necessary accessories, power adapters, mounting hardware (if any), and basic configuration required for integration into the CCTV network system

Schedule Item No 7: 6U Rack

The price shall cover for supply of 6U Rack rack suitable for housing networking and surveillance equipment such as switches, routers, and power supplies. The rack shall be wall-mountable or floor-standing, made of durable metal construction with proper ventilation, cable management provisions, and a lockable front door for security. The price shall cover all necessary accessories including mounting brackets, hardware, power strip, and earthing arrangements, as required for safe and efficient installation.

Schedule Item No 8: PRAMA or similar make 23 AWG, PURRE COPPER CAT6 CABLE-PT-CLN6- P/G 305M-As per Annexure E.

The price shall cover for supply of PRAMA or similar make 23 AWG, PURRE COPPER CAT6 CABLE-PT-CLN6- P/G 305M-As per specification in Annexure E or better.

Schedule Item No 9: 22' Monitor

The price shall cover for 22' monitor suitable for continuous surveillance operations. The monitor shall offer Full HD resolution (1920x1080) or higher, with HDMI/VGA input ports, wide viewing angles, and reliable performance for 24x7 usage. The price shall also cover all necessary accessories including power cables, display cables (HDMI/VGA), and mounting stands, along with basic configuration and setup at the site.

Schedule Item No 10: Optical Giga Bit Ethernet switch with 2 SFP port and 4 Port Electrical with 2 nos of SFP

The quoted price shall include the supply of an Optical Gigabit Ethernet Switch having a minimum of 2 SFP (Small Form-factor Pluggable) ports and 4 electrical (RJ45) Gigabit ports, along with 2 SFP modules. The switch shall support high-speed data transmission, be suitable for integration into IP-based surveillance networks, and offer features such as plug-and-play operation, low power consumption, and reliable performance for continuous operation. The price shall cover all necessary accessories including mounting brackets, power supply units, and SFP modules, as well as basic configuration required for system integration.

Schedule Item No 11: 6 Core Fiber Optic SM armoured cable

The quoted price shall include the **supply of 6 Core Single Mode (SM) Armoured Fiber Optic Cable**, suitable for outdoor and indoor installations. The cable shall be armoured for mechanical protection, ensuring durability against rodent attacks and harsh environmental conditions. It shall support long-distance, high-speed data transmission with low signal loss.

Schedule Item No 12: LIU 12 Port Fully Loaded

The price shall cover for supply of LIU 12 Port Fully Loaded.

Schedule Item No 13: Junction Box for Camera

The price shall cover for Junction Box for Camera.

Schedule Item No 14: 25 mm Conduit Pipe along with T-joint, elbow, Junction and accessories for complete installation.

The price shall cover for mm Conduit Pipe along with T-joint, elbow, Junction and accessories for complete installation.

Schedule Item No 15: 25 mm flexible Conduit Pipe

The price shall cover for 25 mm flexible Conduit Pipe.

Schedule Item No 16: 1 KVA OFFLINE UPS

The quoted price shall include the supply of a 1 KVA Offline UPS (Uninterruptible Power Supply), suitable for providing backup power to CCTV equipment such as cameras, NVRs, switches, and monitors during power outages. The UPS shall feature automatic voltage regulation (AVR), overload protection, and provide sufficient backup time to ensure safe operation and shutdown of connected devices. The price shall cover all necessary cables, connectors, batteries and accessories required for installation and commissioning at the site.

Schedule Item No 17: Media Converter Single MODE

The price shall cover for supply of Media Converter Single MODE.

Schedule Item No 18: Camera Housing -WITH STAND

The price shall cover for supply of Camera Housing -WITH STAND. The housing shall be weatherproof and made of durable, corrosion-resistant material. It shall be compatible with standard dome or bullet cameras and allow for easy installation and maintenance. The included mounting stand shall be robust, adjustable for tilt and rotation, and suitable for wall, ceiling, or pole mounting as per site requirements.

Schedule Item No 19: Annual Maintenance of Entire System Installation:

Annual maintenance contract will be valid for a period of 4 years after expiry of 12 month guarantee period.

The contractor shall be responsible for the comprehensive annual maintenance of the entire CCTV surveillance system, ensuring its optimal performance and longevity. The maintenance shall include routine inspections, preventive servicing, and timely repairs of all installed components, including IP Dome and Bullet cameras, NVR systems, network switches, fiber optic and CAT6 cables, routers, UPS units, and associated accessories. Regular system health checks must be performed to verify camera functionality, network connectivity, storage efficiency, and power backup reliability.

Software and firmware updates for NVRs, cameras, and networking devices must be carried out periodically to enhance system security and performance. The contractor shall ensure prompt troubleshooting of any faults, including image distortion, connectivity issues, hardware failures, or software malfunctions. Preventive measures such as cleaning camera lenses, securing loose connections, checking storage status, and optimizing bandwidth usage shall be implemented to maintain uninterrupted operation.

In case of any equipment failure, the contractor shall be responsible for diagnosing the issue and carrying out necessary repairs or replacements in a timely manner to minimize downtime. Remote and on-site technical support must be provided as required to address urgent issues. The contractor shall also ensure that the live video feed transmission from all sites to the TRD control room at CSMT remains fully functional at all times.

A detailed monthly maintenance log covering one scheduled visit per month shall be maintained and jointly signed by consignee and contractor's representative. This log shall comprehensively document all service activities, issue resolutions, and system updates carried out during each visit. The contractor shall coordinate with the concerned authority for periodic review meetings and necessary approvals. All maintenance activities must be carried out in compliance with safety standards and best industry practices, ensuring reliability and efficiency of the surveillance system throughout the maintenance period.

4.2 Note:

4.2.1 Inspection:

The materials will be inspected by railway recognized third party inspection agencies (M/s Rites, M/s Intertek, M/s Bureau Veritas and M/s TUV india) or representative of Sr Divisional Electrical Engineer (Traction Distribution) CST Mumbai at firms premises before dispatch. No material shall be installed by the contractor, until those are inspected and /or inspection certificate to that effect is obtained.

4.2.2 Traffic Blocks & Power Block

(a) The Purchaser will make arrangements to obtain traffic and power blocks (hereinafter referred to as blocks) necessary for the running and operation of work trains and light ladder trolleys and track lorries for works to be carried out along or adjacent to the track. The Contractor shall, however, carry out maximum amount of work possible without block.

(b) Blocks will normally be granted any time during day or night to suit convenience of traffic operations. The Contractor shall equip himself to carry out all construction during night block/inside tunnel efficiently by deploying suitable lighting arrangement.

(c) Blocks will normally be granted for work trains or for carrying out other work in one block section except, when the work overlaps two adjacent block sections, when blocks will be granted over both the blocks sections. The contractor shall organise the various works so as to use fully the blocks granted to him. He shall ensure that none of the equipment obstructs at any time at any track for which he has not been granted a block. The blocks granted ordinarily be on one track/multi track at one time over a distance covered by one or two consecutive block sections. For effective utilization of power/traffic block the contractor shall provide group mobile communication facility/walkie-talkie from one party to other covering all the gangs working at a time and a portable communication from site to control room and to controlling officer of the purchaser without extra cost to the purchaser.

(e) The contractor shall in consultation with the Purchaser submit a weekly block programme for works or for work trains 7 days in advance of the week for which the programme has been submitted. At the end of each week a comparison shall be made between the block periods asked for by the Contractor and that availed of by the Contractor, fractions of an hour in the total being ignored.

(f) Blocks will be subject to normal operating conditions and rules of the Railway. All formalities of exchanging private numbers etc. with the traffic control/ Traction power controller 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 & power 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.

The protection required for block working i.e. flagmen, flags etc. shall be provided by the contractor. Competency for the above shall, however, be given by the Railway authorities.

(g) 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.

4.2.3 The transportation of man and material for this work will be responsibility of contractor. He shall also arrange required vehicle for movement of Railway Officers/Site Engineers for inspection.

4.2.4 All required tools and tackles, ladders, trolleys will have to be arranged by Contractor at his cost.

4.2.5 The required tools, tackles, ropes, insulated ladders required for work will have to be arranged by contractor and transported and shifted by him at his own cost.

4.2.6 Safety of the staff: Safety of the contractor's men engaged in the work will solemnly be the responsibility of the contractor and therefore careful supervision is required during the work to guard and warn his men against moving trains and live OHE lines.

4.2.7 Submission of progress report:

The contractor will have submit day to day progress to DEE/TD/CLA on the prescribed progress formats. The required progress formats based on the proformas will have to be arranged by the contractor.

Schedule 'I'

Tender schedule of price for Tender No. BB.LD.583.P.Rev.24/07.ContR1 for provision and installation of CCTV cameras at all TSS and TRD Depots in Mumbai division.

Item No.	Description of item	UNIT	Qty	Unit Rate	Total Amt
1	2MP/4MP IP Dome- As per Annexure A - Prama Make or similar	Nos.	80	8260.00	660800
2	2MP/4MP IP Bullet- As per Annexure B - Prama Make or similar	Nos.	40	8968.00	358720
3	8 CH AI SENSE H.265+ 4K NVR including Seagate-6TB HDD ST6000VX009,6TB,5400,3.5in, SATA3 - As per Annexure C- Prama Make or similar	Nos.	20	7257.00	145140
4	8 Port POE Switch PT-SW5U10P-HL-As per Annexure D - Prama Make or similar	Nos.	20	11800.00	236000
5	Installation testing and commissioning of Camera, Switches, Monitor, NVR and etc. and integrating the live view from all the site to TRD control room at CSMT with necessary software required to extend the live view from site to TRD control room CSMT	Job	20	64900.00	1298000
6	4G Wireless Dual Band Router GSM Modem/Router	Nos.	20	6372.00	127440
7	6U Rack	Nos.	20	5310.00	106200
8	PRAMA or similar make 23 AWG, PURRE COPPER CAT6 CABLE-PT-CLN6-P/G(305M-As per Annexure E	Mtr	6000	29.50	177000
9	22' Monitor	Nos.	20	7906.00	158120
10	Optical Giga Bit Ethernet switch with 2 SFP port and 4 Port Electrical with 2 nos of SFP	Nos.	2	25960.00	51920
11	6 Core Fiber Optic SM armoured cable	Mtr	200	60.18	12036
12	LIU 12 Port Fully Loaded	Nos.	12	5428.00	65136
13	Junction Box for Camera	Nos.	100	88.50	8850
14	25 mm Conduit Pipe along with T-joint, elbow, Junction and accessories for complete installation.	Mtr	6000	53.10	318600
15	25 mm flexible Conduit Pipe	Mtr	300	37.76	11328
16	1 KVA OFFLINE UPS	Nos.	20	7670.00	153400
17	Media Converter Single MODE	Pair	6	2950.00	17700
18	Camera Housing -WITH STAND	Nos.	100	1770.00	177000
19	Annual Maintenance of Entire System Installation.	Year	4	73160.00	292640
	GRAND TOTAL COST				4376030

Note:-

1. The quoted rates shall be inclusive of all taxes, duties, freight and other incidental charges including GST.
2. Tenderer is advised to visit the site of work to understand scope of work before quoting the tender.
3. All supply items should conform to relevant specification mentioned in the explanatory note on schedule of work.
4. Tenderer are advised to read the Part IV I.e. explanatory notes of schedule item of this tender booklet before quoting the rates.

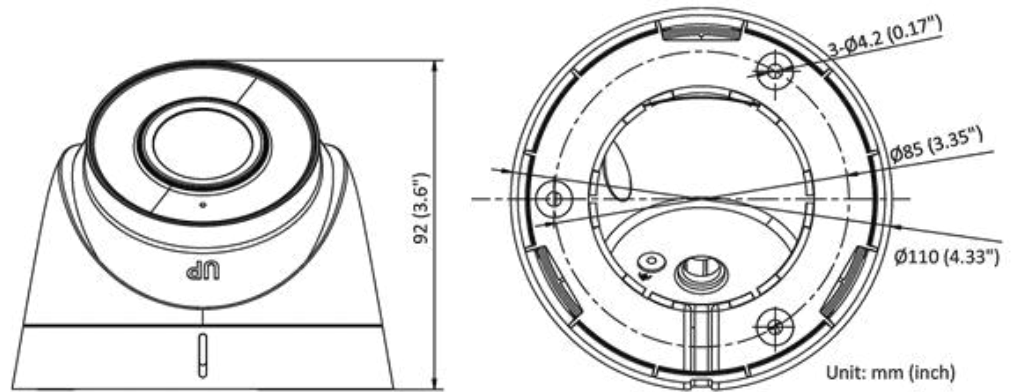
2MP IP Dome- Annexure A Specification

Camera	
Image Sensor	1/2.9 inch Progressive Scan CMOS
Max. Resolution	1920 × 1080
Shutter Time	1/3 s to 1/100,000 s
Min. Illumination	Colour: 0.01 Lux (@F2.0, AGC ON),B/W: 0 Lux with IR
Day & Night	IR cut filter
Angle Adjustment	Pan: 0° to 360°,tilt: 0° to 75°,rotate: 0° to 360°
Lens	
Lens Type	Fixed focal lens, 2.8 and 4 mm optional
Focal Length & FOV	2.8 mm, horizontal FOV 104.9°, vertical FOV 58.3°, diagonal FOV 123.3° 4 mm, horizontal FOV 81.3°, vertical FOV 43.7°, diagonal FOV 96.9°
Lens Mount	M12
Iris Type	Fixed
Aperture	F2.0
DORI	
DORI	2.8 mm, D: 42 m, O: 16 m, R: 8 m, I: 4 m 4 mm, D: 57 m, O: 22 m, R: 11 m, I: 5 m
Illuminator	
Supplement Light Type	IR
Supplement Light Range	Up to 40 m
Smart Supplement Light	Yes
IR Wavelength	850 nm
Video	
Main Stream	50 Hz: 25 fps (1920 × 1080, 1280 × 720) 60 Hz: 30 fps (1920 × 1080, 1280 × 720)
Sub-Stream	50 Hz: 25 fps (640 × 480, 640 × 360) 60 Hz: 30 fps (640 × 480, 640 × 360)
Video Compression	Main stream: H.265+/H.265/H.264+/H.264, Sub-stream: H.265/H.264/MJPEG
Video Bit Rate	32 Kbps to 8 Mbps
H.264 Type	Baseline Profile, Main Profile, High Profile
H.265 Type	Main Profile
Bit Rate Control	CBR,VBR
Region of Interest (ROI)	1 fixed region for main stream and sub-stream
Network	

Security	Password protection, complicated password, HTTPS encryption, 802.1X authentication (EAP-MD5), watermark, basic and digest authentication for HTTP/HTTPS, WSSE and digest authentication for ONVIF, RTP/RTSP over HTTPS, security audit log, TLS 1.2, TLS 1.3, host authentication (MAC address)
Simultaneous Live View	Up to 6 channels
API	ONVIF (Profile S, Profile T)
Protocols	TCP/IP, ICMP, DHCP, DNS, HTTP, RTP, RTSP, RTCP, NTP, IGMP, IPv4, IPv6, UDP, QoS, FTP, SMTP, HTTPS, DDNS, UPnP, 802.1X
User/Host	Up to 32 users 3 user levels: administrator, operator, and user
Web Browser	Plug-in required live view: IE 10, IE 11, Local service: Chrome 57.0+, Firefox 52.0+
Image	
Wide Dynamic Range (WDR)	Digital WDR
SNR	≥ 52 dB
Day/Night Switch	Day, Night, Auto, Scheduled
Image Enhancement	BLC,HLC,3D DNR
Image Settings	Rotate mode, saturation, brightness, contrast, sharpness, gain, white balance, adjustable by client software or web browser
Privacy Mask	4 programmable polygon privacy masks
Interface	
Ethernet Interface	1 RJ45 10 M/100 M self-adaptive Ethernet port
Event	
Basic Event	Motion detection (support alarm triggering by specified target types (human and vehicle)), video tampering alarm, exception
Smart Event	Line crossing detection, intrusion detection
Linkage	Upload to FTP, send email, notify surveillance center, trigger capture
General	
Power	12 VDC ± 25%, 0.5 A, max. 6 W, Ø5.5 mm coaxial power plug, reverse polarity protection, PoE: IEEE 802.3af, Class 3, max. 7.5 W
Material	Cover: Plastic, main body: Metal
Dimension	Ø110 × 92 mm (Ø4.3 × 3.6 inch)
Package Dimension	150 × 150 × 141 mm (5.9 × 5.9 × 5.6 inch)
Weight	Approx. 360 g
With Package Weight	Approx. 586 g
Storage Conditions	-30 °C to 60 °C (-22 °F to 140 °F). Humidity 95% or less (non-condensing)
Startup and Operating Conditions	-30 °C to 60 °C (-22 °F to 140 °F). Humidity 95% or less (non-condensing)

General Function	Heartbeat, anti-banding, mirror, password protection, password reset via email, pixel counter
Protection	IP67, IK08

Dimension

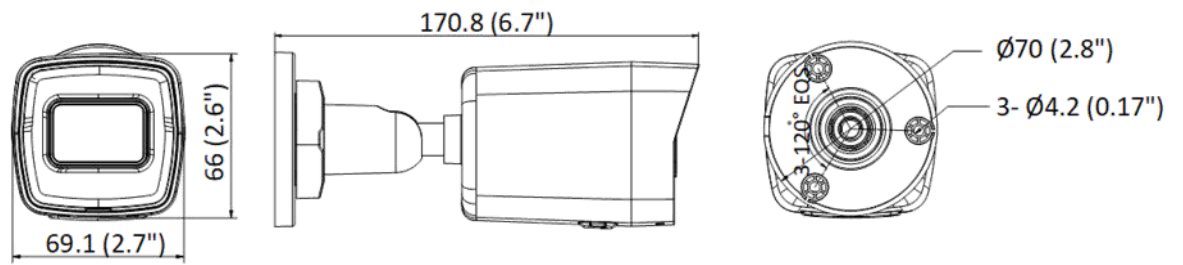


2MP IP Bullet - Annexure B Specification

Camera	
Image Sensor	1/2.9 inch Progressive Scan CMOS
Max. Resolution	1920 × 1080
Min. Illumination	Colour: 0.01 Lux (@F2.0, AGC ON), B/W: 0 Lux with IR
Shutter Time	1/3 s to 1/100,000 s
Day & Night	IR cut filter
Angle Adjustment	Pan: 0° to 360°, tilt: 0° to 90°, rotate: 0° to 360°
Lens	
Lens Type	4 mm fixed focal lens
Focal Length & FOV	4 mm, horizontal FOV 81.3°, vertical FOV 43.7°, diagonal FOV 96.9°
Lens Mount	M12
Iris Type	Fixed
Aperture	F2.0
DORI	
DORI	4 mm, D: 57 m, O: 22 m, R: 11 m, I: 5 m
Illuminator	
Supplement Light Type	IR
Supplement Light Range	Up to 40 m
Smart Supplement Light	Yes
IR Wavelength	850 nm
Video	
Main Stream	50 Hz: 25 fps (1920 × 1080, 1280 × 720) 60 Hz: 30 fps (1920 × 1080, 1280 × 720)
Sub-Stream	50 Hz: 25 fps (640 × 480, 640 × 360) 60 Hz: 30 fps (640 × 480, 640 × 360)
Video Compression	Main stream: H.265+/H.265/H.264+/H.264 Sub-stream: H.265/H.264/MJPEG
Video Bit Rate	32 Kbps to 8 Mbps
H.264 Type	Baseline Profile, Main Profile, High Profile
H.265 Type	Main Profile
Region of Interest (ROI)	1 fixed region for main stream and sub-stream
Security	
Security	Password protection, complicated password, HTTPS encryption, 802.1X authentication (EAP-MD5), watermark, basic and digest authentication for HTTP/HTTPS, WSSE and digest authentication for ONVIF, RTP/RTSP over HTTPS, security audit log, TLS 1.2, TLS 1.3, host authentication (MAC address)

Protocols	TCP/IP, ICMP, DHCP, DNS, HTTP, RTP, RTSP, RTCP, NTP, IGMP, IPv4, IPv6, UDP, QoS, FTP, SMTP, SNMP, HTTPS, DDNS, UPnP, 802.1X
Simultaneous Live View	Up to 6 channels
API	ONVIF (Profile S, Profile T)
User/Host	Up to 32 users 3 levels: administrator, operator and user
Web Browser	Plug-in required live view: IE 10, IE 11 Local service: Chrome 57.0+, Firefox 52.0+
Image Settings	Rotate mode, saturation, brightness, contrast, sharpness, gain, white balance, adjustable by client software or web browser
Day/Night Switch	Day, Night, Auto, Schedule
Wide Dynamic Range (WDR)	Digital WDR
SNR	≥ 52 dB
Image Enhancement	BLC, HLC, 3D DNR
Privacy Mask	4 programmable polygon privacy masks
Interface	
Ethernet Interface	1 RJ45 10 M/100 M self-adaptive Ethernet port
Event	
Basic Event	Motion detection (support alarm triggering by specified target types (human and vehicle)), video tampering alarm, exception
Smart Event	Line crossing detection, intrusion detection
Linkage	Upload to FTP, notify surveillance centre, send email, trigger capture
General	
Power	12 VDC ± 25%, 0.4 A, max. 5 W, Ø5.5 mm coaxial power plug, reverse polarity protection. PoE: IEEE 802.3af, Class 3, max. 6.5 W
Material	Front cover: Metal, Body: Plastic, Bracket: Plastic
Dimension	170.8 × 66 × 69.1 mm (6.7 × 2.6 × 2.7 inch)
Package Dimension	216 × 121 × 118 mm (8.5 × 4.8 × 4.6 inch)
Weight	Approx. 270 g
With Package Weight	Approx. 481 g
Storage Conditions	-30 °C to 60 °C (-22 °F to 140 °F). Humidity: 95% or less (non-condensing)
Start-up and Operating Conditions	-30 °C to 60 °C (-22 °F to 140 °F). Humidity: 95% or less (non-condensing)
General Function	Heartbeat, anti-banding, mirror, password protection, password reset via email, pixel counter
Protection	IP67

Dimension



Unit: mm (inch)

8 CH 4K NVR Annexure C Specification

Video and Audio			
IP video input	8-ch		
	Up to 8 MP resolution		
Incoming bandwidth	80 Mbps		
Outgoing bandwidth	80 Mbps		
HDMI output	1-ch, 4K (4096 x 2160)/30 Hz, 4K (3840 x 2160)/30 Hz, 2K (2560 x 1440)/60 Hz, 1920 x 1080/60 Hz, 1600 x 1200/60 Hz, 1280 x 1024/60 Hz, 1280 x 720/60 Hz		
VGA output	1-ch, 1920 × 1080/60 Hz, 1280 × 1024/60 Hz, 1280 × 720/60 Hz		
Video output mode	HDMI/VGA simultaneous output		
CVBS output	N/A		
Audio output	1-ch, RCA (Linear, 1 KΩ)		
Two-way audio input	1-ch, RCA (2.0 Vp-p, 1 KΩ, using the audio input)		
Decoding			
Decoding format	H.265+/H.265/H.264+/H.264		
Recording resolution	8 MP/6 MP/5 MP/4 MP/3 MP/1080p/UXGA/720p/VGA/4CIF/DCIF/2CIF/CIF/QCIF		
Synchronous playback	4-ch	8-ch	16-ch
Capability	1-ch@8 MP (30 fps)/5-ch@1080p (30 fps)		
Stream type	Video, Video & Audio		
Audio compression	G.711ulaw/G.711alaw/G.722/G.726		
Network			
Remote connection	16	64	
Network protocol	TCP/IP, DHCP, IPv4, IPv6, DNS, DDNS, NTP, RTSP, SADP, SMTP, SNMP, NFS, iSCSI, ISUP, UPnP™, HTTP, HTTPS		

Network interface	1, RJ-45 10/100 Mbps self-adaptive Ethernet interface	1, RJ-45 10/100/1000 Mbps self-adaptive Ethernet interface
Auxiliary Interface		
SATA	1 SATA interface	
Capacity	Up to 8 TB capacity for each disk	
USB interface	Front panel: 1 × USB 2.0; Rear panel: 1 × USB 2.0	
General		
Power supply	12 VDC, 1.5 A	
Consumption (without HDD)	≤ 10 W	
Working temperature	-10 °C to 55 °C (14 °F to 131 °F)	
Working humidity	10% to 90%	

8 Port POE Switch - Annexure D Specification

Model	PT-SW5U10P-HL or similar
PoE port	Ports 1 to 8 support IEEE 802.3af
SFP ports	Not available
Output power of the PoE port	15.4W IEEE 802.3af
PoE pass wire core	1/2+, 3/6- wire pairs
PoE total power	≤ 120W
PoE connection standard	IEEE 802.3af
POE power transmission distance	≤ 250 m
Network standards	IEEE 802.3, IEEE 802.3u, 802.3x, 802.3AF
Network Media	10/100/1000BASE-TX: Category 5 and above unshielded twisted pair
Network signal distance	Transmission ≤150 meters
Backplane bandwidth	10Gbps backplane bandwidth
Forwarding mode	Store forward
Forward rate	100Mbps:14880pps 1000Mbps:14800pps
MAC address	2K MAC address table
Port function	Power supply priority mechanism, fast and forward, MAC automatic learning and aging IEEE802.3X full duplex flow control and Backpressure half duplex flow control
Indicator Light	Each port has 1 LINK/ ACT.100Mbps. Indicator Overall power indicator
Work environment	Working temperature: -10° to 55°C
Input power supply	AC110-240V 50/60HZ
Machine power	Max 120W
Weight	1 kg
Size	200 mm*118 mm*44 mm (L*W*H)

COPPER CAT6 CABLE- Annexure E Specification

TECHNICAL DATASHEET			
S.NO.	DESCRIPTION	UNIT	PARAMETERS
1	CABLE TYPE		CAT6 4P X 23 AWG UTP CABLE
2	APPLICABLE STANDARDS		ISO/IEC11801 ,ANSI/TIA-568-C.2,RoHS 2.0
3	CONDUCTOR		
a)	Material		Solid Bare Copper (99.90%)
b)	Size	AWG	23 AWG (0.55 ± 0.015 mm)
c)	Tensile Strength	Mpa	≥ 200
d)	Elongation	%	≥ 15 , over Insulation
4	INSULATION		
a)	Material		Polyethylene (HDPE)
b)	Dia. Of insulation	mm	0.98 ± 0.05
c)	Tensile Strength Before Ageing	Mpa	>13.5
d)	Elongation at Break	%	≥ 300
5	PAIR FORMATION		
a)	Pairing		Twisted into Two core
b)	No. of pair	Nos.	4, each Pair twisted
6	COLOR CHART		
	Pair #1		Orange-White with Orange
	Pair #2		Brown-White with Brown
	Pair #3		Blue-White with Blue
	Pair #4		Green-White with Green

7	Pair Lay Length	mm	Pair 1= 18.0 mm Pair 2= 15.0 mm Pair 3 = 10.50 mm Pair 4= 12.30 mm
8	Overall Lay Length	mm	100
9	OUTER SHEATH		
a)	Material		PVC- Polyvinyl Chloride
b)	Thickness	mm	0.50 ± 0.10
c)	Colour of outer sheath		Grey
d)	Approximate Overall Diameter	mm	6.0 ± 0.30
e)	Tensile Strength Before Ageing	Mpa	>13.5
f)	Elongation at Break	%	≥ 150
g)	Ageing Period		100 Deg C x 24h x 10d
h)	Tensile Strength After Ageing	Mpa	>12.5
i)	Elongation at Break	%	≥ 125
j)	Cold Bend @ '-20 +/- 2 Deg C for 4h, 8 x Cable O.D,		No Visible Cracks
k)	PVC Sheath Hardness@ 27 Deg C	Shore D	46 ± 2 as per ASTM- D 2240
10	Rip Cord		Yes
11	Sequential Marking	Mtr	At Every Meter
12	Cross Filler		HDPE Sepertor with size-4.4 mm
13	PACKING		
(a)	Material		305 Mtrs in Tangle Free box Packaging Dimension 400 mm (W) x 400 mm (H) x 210 (D)
b)	Cable Length (Tolerance With Individual length)	Mtr	305 ± 1.5
c)	Weight	Kg	12.3 ± 0.5
14	PHYSICAL CHARACTERISTICS		

a)	Installation Temperature	°C	0 to +50°C
b)	Storage Temperature	°C	-20 to +75°C
c)	Operating Temperature	°C	-20 to +75°C
15	ELECTRICAL PARAMETER		
a)	Conductor Resistance (DC)	Ω /100 Mtr	9.38 @20°C Max
b)	Resistance Unbalance	%	5 Max
c)	Mutual Capacitance	nF/100 Mtr	5.6 Max
d)	NVP	%	69
e)	Impedence @ ≤ 100 MHz	Ω	100 \pm 15
	@ 100 -250 MHz	Ω	100 \pm 25
f)	Operating voltage	V	60
g)	1.0-250.0 MHz delay skew	ns/100mtr	45 (max)

HIGH FREQUENCY ELECTRICAL PARAMETERS (As Per EIA/TIA 568.C.2 Clause 6.4) Horizontal							
FREQ(MHz)	ATT (dB/100 m) max.	NEXT (dB/10 0m) min.	PS.NEXT (dB/100 m) min.	ACRF (dB/10 0m) min.	PS.ACRF (dB/100 m) min	Return Loss (dB/100 m) min.	Prop. Delay (ns/100m) max.
1	2	74.3	72.3	67.8	64.8	20	570
4	3.8	66.3	63.3	56	53	23	552
8	5.3	61.8	58.8	49.9	46.9	24.5	547
10	6	60.3	57.3	48	45	25	545
16	7.6	57.2	54.2	43.9	40.9	25	543
20	8.5	55.8	52.8	42	39	25	542
25	9.5	54.3	51.3	40	37	24.3	541
31.25	10.7	52.9	49.9	38.1	35.1	23.6	540
62.5	15.4	48.4	45.4	32.1	29.1	21.5	539
100	19.8	45.3	42.3	28	25	20.1	538
200	29	40.8	37.8	22	19	18	537
250	32.8	39.3	36.3	20	17	17.3	536

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

I.....(Name and designation)** appointed as the attorney/authorized signatory of the tenderer, M/s.....(hereinafter called the tenderer) for the purpose of the Tender documents for the work of as per the tender No. of(Railway)**, do hereby solemnly affirm and state on behalf of the tenderer including its constituents as under.

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

10. I/We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I am/We are not from such a country or, if from such a country, have been registered with the competent Authority. I/We hereby certify that I/we fulfil all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed)

SEAL AND SIGNATURE
OF THE TENDERER

Place:

Dated:

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

New Annexure V (A) , Part I of GCC shall be read as under.

Annexure –V(A)

Reference -Para 6. I of ITT

(This certificate is to be given by attorney/authorized signatory/each member of Partnership firm/Joint Venture/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: Sr.DFM/BB Central 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 Guarantees, ICC Publication No.758.
10. The Bank hereby confirms that it is on the SFMS (Structured Financial Messaging System) and shall invariably send the advice of this Bank Guarantee to the following bank details –

IFSC CODE	SBIN000RAIL
IFSC TYPE	BRANCH
BANK NAME	STATE BANK OF INDIA
BRANCH NAME	RAIL
CITY NAME	NAVI MUMBAI
ADDRESS	SECTOR-11, CBD BELAPUR, NAVI MUMBAI
DISTRICT	NAVI MUMBAI
STATE	MAHARASHTRA
BG ENABLED	YES

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

Date

.....

Place.....

Bank's Seal and authorized signature(s)

[Name in Block letters]

[Designation with Code]

No.]/.....

[P/Attorney] No.

Witness:

- 1 Signature, Name & Address & Seal
- 2 Signature, Name& address & Seal

Bank's Seal

[P/Attorney]No.

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

Annexure –VIB

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

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

NAME OF BIDDER/JV PARTNER:

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

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

SEAL AND SIGNATURE OF THE BIDDER

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

(Signature of Chartered Accountant)

Name of CA:_____

Registration No: _____

(Seal)

Annexure -1

Request letter from Executive branch to Accounts Office for opening of LC

Office of Sr DEE/TD/CSMT

Central Railway

No. _____

Dated _____

The PFA/ Sr.DFM/ Dy. FA

HQ/Division/Workshop/ Cost

Sub: Opening of LC

Ref: Supply Order/ Contract Agreement No .

It is requested to open a sight LC against the above referred Order/ Agreement in favour of

_____. The details of beneficiary are as under:

- (i) Name of Contractor/Supplier
- (ii) Vendor Code
- (iii) Address
- (iv) Tender No.
- (v) Contract Agreement No.
- (vi) Description of Goods/ Service
- (vii) Value of Contract
- (viii) Stages of payment
- (ix) Expected payment within 6 months (LC Amount)
- (x) Beneficiary bank details:
 - a) Bank name
 - b) Address
 - c) Account No.
 - d) IFSC code

It is certified that the supplier/ contractor has exercised the option of taking payment due against the tender, through LC arrangement in IREPS portal at the time of bidding itself and the option has been flagged in the IREPS. This has the approval of _

- (xi) Validity/period for which LC is to be opened.

(Signature)

Name: _____

Designation: _____

(Official Seal)

Annexure-2

LCDA No (18DIGIT IPAS GENERATED NO.)

Dated: _____

DOCUMENT OF AUTHORIZATION

Reference: (i) Works Contract/Supply Contract NoDated.....

(ii) Inland Letter of Credit No..... Dated.....

This document is issued against contract No. _____ (FROM IREPS) _____
dated _____ for supply/ work of ---

(DESCRIPTION OF GOODS/WORK FROM IREPS) _____

The beneficiary of the aforementioned Letter of Credit M/s(NAME AND
VENDOR CODE:) ... (Vendor Code as per IREPS.....) is entitled to receive
payment aggregating INR\$\$\$ (FROM ABSTRACT OF BILL PASSED)
out of a total LC amount of INR (FROM MASTER TABLE OF LC
OPENED)..... against the first/second* commercial Invoice No. (FROM
IPAS).....dated.....FROM IPAS.....for INR(FROM IPAS)----- raised
against the above contract from State Bank of India----(branch-FROM LC MASTER
TABLE)--- _ on the strength of this Certificate.

The details of payments already made to the beneficiary under this Letter of Credit
are as follows:

S.No	Invoice No	Invoice date	Invoice amount(IN R)	LCDA No	LCDA date	Amount paid (INR)
Total Paid						

THIS PAYMENT: -..... \$\$\$

LC BALANCE AFTER THIS PAYMENT:.....

(Signature of authorised Railway authority)

Name

Designation

Official Seal

Reference -Para 10.3 & 17.15.3 of Tender Form (Second Sheet) of Annexure I of ITT

TENDERER'S CREDENTIALS (BID CAPACITY)

RAILWAY

For tenders having advertised value more than Rs 20 crore wherein eligibility criteria includes bid capacity also, the tenderer will be qualified only if its available bid capacity is equal to or more than the total value Of the present tender.

The available bid capacity shall be calculated as under:

$$\text{Available Bid Capacity} = [A \times N \times 2] - 0.33 \times N \times B$$

Where,

A = Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender), taking into account the completed as well as works in progress.

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

B= Existing commitments and balance amount of ongoing works with tenderer as per the prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to tenderer but yet not started upto the date of inviting of tender.

Note:

(a) The Tenderer(s) shall furnish the details of-

- (i) Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender) for calculating A, and
- (ii) Existing commitments and balance amount of ongoing works with tenderer as per the prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to tenderer but yet not started upto the date of inviting of tender for calculating B. In case of no works in hand, a 'NIL' statement should be furnished.

The submitted details for (i) and (ii) above should be duly verified by Chartered Accountant.

(b) In case if a bidder is JV, the tenderer(s) must furnish the details of

- (i) Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender) by each member of JV for calculating A, and
- (ii) Existing commitments and balance amount of ongoing works with each member of JV either in individual capacity or as a member of other JV as per the prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to each member of JV either in individual capacity or as a member of other JV but yet not started upto the date of inviting of tender for calculating B. In case of no works in hand, a 'NIL' statement should be furnished.

The submitted details for (i) and (ii) above should be duly verified by Chartered Accountant.

- (c) Value of a completed work/work in progress/work awarded but yet not started for a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying his/her compliance to the above mentioned bid capacity in the tender under consideration.
- (d) The arithmetic sum of individual "bid capacity" of all the members shall be taken as JV's "bid capacity" .
- (e) In case, the tenderer/s failed to submit the above statement along with offer, their/his offer shall be considered as incomplete and will be rejected summarily.
- (f) The available bid capacity of tenderer shall be assessed based on the details submitted by the tenderer. In case, the available bid capacity is lesser than estimated cost of work put to tender, his offer shall not be considered even if he has been found eligible in other eligibility criteria/tender requirement.

MANDATE FORM FOR EFT/NEFT

a. PARTICULARS OF THE PARTY

1. NAME: _____
2. ADDRESS: _____
3. PHONE NO: _____ MOBILE _____ FAX _____
4. INCOME TAX PAN NO: _____ EMAIL ID: _____

b. PARTICULARS OF BANK ACCOUNT

- i) CITY: _____
- ii) BANK NAME: _____
- i) BRANCH: _____
- ii) BANK ADDRESS: _____
- iii) BANK TEL NO: _____ FAX NO _____
- iv) BANK MICR CODE (9 DIGIT): _____
- v) BANK IFS Code: _____
- vi) BANK ACCOUNT NO: _____

(Please enclose a cancelled blank cheque)

- vii) ACCOUNT TYPE: (SAVINGS/CURRENT/CASH CREDIT): _____

Certified that the particulars furnished with reference to Bank Account are correct and the Bank guarantees to honour all EFT/NEFT advices/reports as per RBI Regulations.

Bank's Seal

Signature of the authorized official of the Bank

4. DECLARATION BY THE PARTY:

- i) I hereby declare that the particulars given in this mandate form are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, the User institution i.e. Sr DFM/BB Central Railway, Mumbai will not be held responsible.

Date _____

Signature of the party with Stamp

FORMAT FOR BANK GUARANTEE BOND FOR PERFORMANCE GUARANTEE

In consideration of the President of India (hereinafter called “the Government”) having agreed to exempt M/s. _____ (hereinafter) called “the said Contractor (s)”) from the demand, under the terms and conditions of an Agreement No. _____ dated _____ made between M/s _____ and **Sr. Divisional Electrical Engineer, Traction distribution, Central Railway, Mumbai Chhatrapati Shivaji Maharaj Terminus**, for the work of _____ (hereinafter called “the said Agreement”) of performance guarantee for the due fulfillment by the said contractor (s) of the terms and conditions contained in the said Agreement, on production of an irrevocable bank Guarantee for Rs. _____ (Rupees (*in words*)) _____ only) i.e. 5% of the contract value.

We, _____ (hereinafter referred to as “the Bank”) at the request of _____ (Contractor (s)) do hereby undertake to pay to the Government an amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said contractor (s) of any of the terms or conditions contained in the said Agreement.

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

We, _____ undertake to pay to the Government any money so demanded not withstanding any dispute or disputes raised by the contractor (s) in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

We, _____ further agree that the Guarantee (indicate the name of the Bank) herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till **Sr. Divisional Electrical Engineer, Traction distribution, Central Railway, Mumbai Chhatrapati Shivaji Maharaj Terminus** office, Electrical department, certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor (s) and accordingly discharges this Guarantee unless a demand or claim under this Guarantee is made to us in writing on or before the __ day of _____. We shall be discharged from all liabilities under this Guarantee thereafter.

We _____ further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations

hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor (s) and to forebear or enforce any of the terms and conditions, relating to said Agreement and we shall not be relieved from our liability by reasons of any such variation or extension being granted to the said contractor (s) or for any forbearance, act or omission on the part of the Government on any indulgence by the government to the said contractor (s) or any such matter or thing whatsoever which under the law relating to sureties as would, but for this provision, have effect of so relieving us.

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

We, the Bank _____ lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Government in writing.

Dated the _____ day of _____ 20

For _____

(Indicate the name of Bank)

STANDING INDEMNITY BOND FOR 'ON ACCOUNT' PAYMENTS

(On paper of requisite stamp value)

We, M/s..... hereby undertake that we hold at our stores Depot/s at for and on behalf of the President of India acting in the premises through the **Senior Divisional Electrical Engineer (Traction Distribution), CSMT, Mumbai Division, Central Railway** (hereinafter referred to as "The Purchaser") all materials for which 'On Account' payments have been made to us against the Contract for vide letter of Acceptance of Tender No..... dated..... and materials handed over to us by the purchaser for the purpose of execution of the said Contract, until such time the materials are duly erected or otherwise handed over to him.

We shall be entirely responsible for the safe custody and protection of the said materials against all risk till they are duly delivered as erected equipment to the purchaser or as he may direct otherwise and shall indemnify the purchaser against any loss damage or deterioration whatsoever in respect of the said materials while in our possession and against disposal of surplus materials. The said materials shall at all times be open to inspection by any officer authorised by the **Senior Divisional Electrical Engineer (Traction Distribution), Mumbai Division, Central Railway, Annex building, 2nd floor, Mumbai CST- 400001**

Should any loss, damage or deterioration of materials occur or surplus materials disposed off and refund becomes due, the Purchaser shall be entitled to recover from us the full cost as per prices included in Schedule I and also compensation for such loss or damage if any long with the amount to be refunded without prejudice to any other remedies available to him by deduction from any sum due or any sum which at any time hereafter becomes due to us under the said or any other Contract.

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

for and on behalf of

M/s..... ...(Contractor)

Signature of witness

Name of witness in Block Letters

Address.

* Strike out whichever is not applicable

(On Stamp Paper of Requisite Value)**GUARANTEE BOND AGAINST "ON ACCOUNT" PAYMENTS OR ISSUE OF MATERIAL
(TO BE USED BY APPROVED SCHEDULE BANKS/NATIONALISED BANKS)**

In consideration of the President of India " hereinafter called "the Government") having agreed to exempt.....(hereinafter called "the said Contractor (s)") from the demand, under the terms and conditions of an Agreement dated.....made between.... and for (hereinafter called "the said Agreement") of "On- Account" Payments for the due fulfillment by the said Contractor (s) of the terms and conditions contented in the said Agreement, on production of a Bank guarantee for Rs.....(Rupees.....only).

We,..... (indicate the name of Bank)hereinafter referred to as "the Bank" at the request of (Contractor(s) do hereby undertake to pay to the Government an amount not exceeding Rs..... against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor (s) of any of the terms or conditions contained in the said Agreement.

2. We..... do hereby undertake to Pay (indicate the name of the Bank) the amount due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said Contractor (s) of any of the terms or conditions contained in the said Agreement or by reason of the Contractor (s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding.....
3. We undertake to pay to the Government any money so demanded not with standing any dispute or disputes raised by the Contractor (s)/ supplier (s) in any suit for proceeding pending before any court or Tribunal relating thereto our liability under this present contract being absolute and unequivocal.

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

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

5. We..... (indicate the name of Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said Contractor (s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor (s) or for any forbearance, act or omission on the part of the Government or any indulgence by the Government to the said Contractor (s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor (s)/ Supplier (s).
7. We..... (indicate the name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Dated : the day of 2020
for.....
(indicate the name of Bank)

The guarantee shall be valid for a period of two months after the completion of installation and testing to the satisfaction of Engineer-in-Charge.

DECLARATION FORMAT

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

Clause	CONDITIONS	WRITE YES/NO WHICH IS APPLICABLE
16 (a)	(i) Should a tenderer be a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, OR	YES / NO In case where such Engineer or officer had not retired from government service at least 1 year prior to the date of submission of the Tender. THEN
	(ii) Should a tenderer being partnership firm / joint venture (JV) / registered society / registered trust etc. have as one of its partners/members a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, OR	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.
	(iii) Should a tenderer being an incorporated company have any such retired Engineer of the gazetted rank or any other gazetted officer working before his retirement as one of its directors	
16 (b)	In case, upon successful award of contract, should a tenderer depute for execution of the works under or to deal matters related with this contract, any retired Engineer of gazette rank or retired gazetted officer working before his retirement in the Engineering or any other department of any of the railways owned and administered by the	YES/NO

	President of India for the time being, and now in his employment.	If yes then the tenderer will ensure that retired Engineer or retired gazetted officer had retired from government service at least 1 year prior to the date of his employment with tenderer and in case he had retired from service within a year then he possesses the requisite permission from the President of India or any officer, duly authorized by him in this behalf, to get associated with the tenderer.
16 (c)	Should a tenderer or Contractor being an individual, have member(s) of his family or in the case of partnership firm/ company / joint venture (JV) / registered society / registered trust etc. one or more of his partner(s) / shareholder(s) or member(s) of the family of partner(s)/shareholder(s)having share of more than 1% in the tendering entity employed in gazetted capacity in the Engineering or any other department of the railway	<p style="text-align: center;">YES/NO</p> <p>If yes then the tenderer at the time of submission of tender, will inform the Authority inviting tenders the details of such persons.</p>
Note: - If information as required as per 16. a), b), c) above has not been furnished; contract is liable to be dealt in accordance with provision of clause 62 of Standard General Condition of contract.		

Date:
Signature

Place: (Name of contractor/firm)

Insurance Surety Bond for Performance Security.

Name of the issuer of surety bond:

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

.....

Railway.

Date:.....

.....

Surety Bond No: _____

Amount of Bond: ._____

Issue Date:.....

Expiry Date:.....

WHEREAS, In consideration of the President of India acting through.....(Designation address contract signing authority),.....Railway,....., (hereinafter called "The Railway") having accepted the bid of M/S XXXXXXXX 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 ₹.XXXX

(Rupees XXXX Only), in the form of Surety Bond, being a condition precedent to the signing of the contract agreement.

WHEREAS, we,....., (Name of insurance company) hereinafter called the Surety, acting through [Designation(s) of the authorised person of the Surety], have, at the request of the M/S. 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 (Rupees XXXXX Only) as above stated.
2. The Surety undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway on the Surety shall be final, conclusive and binding, absolute and unequivocal notwithstanding any disputes raised/pending before any Court, tribunal, arbitration or any authority or any threatened litigation by the Bidder or Bank.
3. On payment of any amount less than aforementioned full amount, as per demand of the Railway, the Bond shall remain valid for the balance amount i.e. the aforementioned full amount less the payment made to the Railway.
4. The Surety shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the contractor and without the Railway being required to show grounds or give reasons for its demand or the amount demanded.
5. The Surety Bond shall be unconditional and irrevocable.
6. The Bond hereinbefore shall not be affected by any change in the constitution of the Surety or in the constitution of the Contractor.
7. The Surety agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the Railway and the Contractor, will in any way release us from the liability under this Bond; and the Surety, hereby, waives any requirement for notice of any such change, addition or modification to the Surety.
8. This Bond is valid and effective from the date of its issue, which is [insert date of issue]. The Bond and our obligations under it will expire on XXXX (Expiry Date). All demands for payment under the Bond must be received by us on or before that date.
9. The Surety agrees that the Railways right to demand payment of aforementioned full amount in one instance or demand payments in parts totalling up to the aforementioned full amount in several instances will be valid until either the aforementioned full amount is paid to the Railway or the Bond is released by Railway before the Expiry date.
10. The Surety agrees that its obligation to pay any amount demanded by the Railway before the expiry of this Bond will continue until the amount demanded has been paid in full.

11. The expressions Surety and Railway hereinbefore used shall include their respective successors, administrators and assigns.
12. The Surety hereby undertakes not to revoke the Bond during its currency, except with the previous consent in writing of the Railway. This Bond is subject to the Uniform Rules for Demand Bonds, ICC Publication No. 758.
13. We, the Surety Insurer, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, tribunal, arbitrator or any other authority.
14. The Bond shall be in addition to and without prejudice to any other security Bond (s) of the contractor in favour of the Railway available with the Railway. The Surety, under this Bond, shall be deemed as Principal Debtor of the Railway.

Notwithstanding anything to the contrary contained in these presents,

- a. Our liability under this Surety Bond shall not exceed **XXXX (Rupees XXXXXX 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 right under this bond shall be forfeited and the surety shall be relieved and discharged from all liabilities under this Bond irrespective of wheather or not the original Suety bond is returned to the Surety.

Dated the day of 2024

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 letter].....

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

[P/Attorney] No.

Witness

- 1.
- 2.

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

-END OF TENDER BOOK--