

South East Central Railway
(दक्षिण पूर्व मध्य रेल्वे)



CONSTRUCTION ORGANISATION
Electrical Construction (विधुत निर्माण)

TENDER DOCUMENT (निविदा दस्तावेज)

Name of the work: "Electrical general construction work in connection with (i) Replacement of PI by EI at Kumhari and Sarona, (ii) Construction of Y-Link line from Durg direction line to Dallirajhara line at Maroda Yard and (iii) construction of EI building-01 no. & end goomty-04 nos. between DLBS-Durg; in Raipur division over S.E.C. Railway"

TENDER NOTICE NO: 19-CEE-C-SECR-2026, Date- 17/06/2026.

खुली निविदा सूचना क्र : 19-सीईई-सी-एसईसीआर-2026, दिनांक- 17/06/2026

OPEN TENDER (SINGLE PACKET SYSTEM)

DATE & TIME OF CLOSING OF TENDER BID/ निविदा बंद का समय एवं दिनांक: 15.30 Hrs on 14/07/2026

Office of the
Chief Electrical Engineer (CON) Bilaspur
(मुख्य विधुत ईन्जीनियर (निर्माण) कार्यालय, बिलासपुर छत्तीसगढ़)

TOP SHEET

TENDER NOTICE NO. **19-CEE-C-SECR-2026**, Date- **17/06/2026****(Open Tender with Single packet system)**

Name of the Work "Electrical general construction work in connection with (i) Replacement of PI by EI at Kumhari and Sarona, (ii) Construction of Y-Link line from Durg direction line to Dallirajhara line at Maroda Yard and (iii) construction of EI building-01 no. & end goomty-04 nos. between DLBS-Durg; in Raipur division over S.E.C. Railway"	
Approx Tender Value (निविदा की अनुमानित लागत)	Rs. 2,64,50,402.72 (Rupees Two Crore Sixty Four Lakh Fifty Thousand Four Hundred Two and Paise Seventy Two) Only
Bid Security (बोली प्रतिभूति)	Rs. 5,29,000/- (Rupees Five Lakh Twenty Nine Thousand) Only.
Period of Completion (कार्य पूर्णता की अवधि)	12(Twelve) Months from the date of issue of LOA.
DATE & Time of Tender Closing निविदा बंद का समय एवं दिनांक	14/07/2026 at 15:30 Hrs.
Tender Opening Date निविदा खुलने का समय एवं दिनांक	14/07/2026 at 15:45 Hrs

Note:-

- (1) E-Tender forms are not transferable and the same is to be submitted with digital signature by the Tenderer already registered with the site.
- (2) The submitted e-tender will be considered as digitally signed by the tenderer as a confirmation from the tenderer that the tenderer has read, agreed and accepted all the conditions under laid down documents as well as Schedule of Tender, General and Special Conditions.
- (3) Tender must be accompanied with Bid Security of requisite amount as mentioned in NIT in A/c of "FA & CAO/Con/SECR, Bilaspur" deposited through 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-VIII)of this Tender Document (and **shall be valid for a period of 90 days beyond the bid validity period. The bank Guarantee should be submitted at Dy. Chief Electrical Engineer (Con), S.E. C. Railway, Raipur office at Raipur before closing date for submission of bids (i.e excluding the last date of submission of bids)**
- (4) Inclusion of "Letter of Credit" as Mode of Payment in Works Tenders or Service Tenders, is applicable to this tender and copy of the same is uploaded in IREPS Portal. (Ref to Rly Boards Lr.No.- 2018/CE-I/CT/9 dated 04.06.2018.
- (5) Tenderer(s) are advised to visit the site before quoting rates.
- (6) Tenderer(s) are advised to ensure that valid electrical Contractors license, etc., and other relevant documents as required by eligibility criteria are to be attached with the offer.

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TENDER NOTIFICATION**Tender Notice No.** 19-CEE-C-SECR-2026

Date- 17/06/2026

Office of the
Chief Elect.Engineer (Con)
Bilaspur

E-tenders in **Single packet system** are invited for and on behalf of President of India for execution of the following works from bonafied & reliable contractors who fulfill the Eligibility Criteria stipulated below, having adequate experience, capacity and required establishment.

Description of work	Approximate value (In Rs.)	Bid Security (In Rs)	Date of closing of tender submission	Completion Period
(1)	(2)	(3)	(4)	(5)
"Electrical general construction work in connection with (i) Replacement of PI by EI at Kumhari and Sarona, (ii) Construction of Y-Link line from Durg direction line to Dallirajhara line at Maroda Yard and (iii) construction of EI building-01 no. & end goomty-04 nos. between DLBS-Durg; in Raipur division over S.E.C. Railway"	Rs. 2,64,50,402.72 (Rupees Two Crore Sixty Four Lakh Fifty Thousand Four Hundred Two and Paise Seventy Two) Only	Rs. 5,29,000/- (Rupees Five Lakh Twenty Nine Thousand) Only.	14/07/2026	12 Months

1. Eligibility Criteria**(i) (a) Technical Eligibility Criteria:**

The tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:

- Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, or
- Two similar works each costing not less than the amount equal to 40% of advertised value of the tender, or
- One similar work costing not less than the amount equal to 60% of advertised value of the tender.

The Similar nature of work for the purpose of eligibility criteria shall mean following: (Ref: vide PCEE/HQ/SECR's letter No. ELECT/SECR/243/Tender Policy/ date : 04.07.2024)

The definition for similar nature of work will be "The tender should have satisfactorily executed and completed any work as mentioned below:-

1. Electrification of service building or Staff quarters or Offices or Road and Colony Lighting or Circulating Area Lighting or Washing Pits or Sheds or workshops or UTS/PRS or UPS or Battery charging facilities or Pre-cooling facilities on platforms and yards etc.

2. Erection and Commissioning of LT, HT up to 33KV Overhead Lines or Electrical Sub-station or LT/HT UG power cables.
3. Annual Electrical Maintenance contract of Service building or Staff quarters or Electrical Sub-station or DG sets or Train lighting and /or Air conditioning coaches excluding RMPU units of AC Coaches.
4. Erection and Commissioning of any type and capacity of Electrical Pumping set.
5. Electrification of ON Grid connected or Off –Grid connected solar power plant.
6. Electrification of Advanced Energy metering system or Smart Energy metering system or Prepaid Energy meters.
7. Erection and Commissioning of AMC/CMC of Window/Split ACs/Water Coolers /Refrigerators / ductable package system of air –conditioning /Centralized Air Cooling Unit/Centralized air conditioning unit or hiring of desert coolers/air coolers.
8. Any above work or combination of (1) to (7).

The above work must have been carried out in any of the following organization: (a) Central Government Department or State Government Department. (b) Central Government PSUs or State Government PSUs.

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

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

(b) Electrical Contractor’s license - Must have valid Electrical Contractor’s license in the name of Firm or Contractor issued by the concerned Statutory Authority

(ii) Financial eligibility criteria :

Financial Eligibility Criteria: The tenderer must have minimum average annual contractual turnover of **V/N crores or ‘V’ whichever is less;** where

V= Advertised value of the tender in crores of Rupees

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

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

The tenderers shall submit requisite information as per **Annexure-VII 2(b)(of this Tender Document)**, along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet.

(iii) Bidding Capacity: Bidding Capacity is not applicable for this work.

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

The conversion rate of US Dollars into Rupees shall be the daily representative exchange rates published by the Reserve Bank of India or entity authorized by RBI to do so for the relevant date or immediately previous date for which rates have been published. Where, relevant date shall be as on the last day of month previous to the one in which tender is invited. In case of any other currency, the same shall first be converted to US Dollars as on the last day of month previous **GCC April -2022** to the one in which tender is invited, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date or immediately previous date for which rates have been published.

Note :Explanation for clause (1) including clause (i) to (iv) - Eligibility Criteria:

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

In case of substantially completed work, the total gross amount already paid including the PVC amount (if paid), as mentioned in the certificate, shall be considered as the cost of substantially completed work.

5. If a Bidder has successfully completed a work as subcontractor and the work experience certificate has been issued for such work to subcontractor by a Govt. Organisation or public listed company as defined in Note for item (i) (a) (Note for item 10.1 Part-I of GCC), the same shall be considered for the purpose of fulfillment of credentials.
6. In case a work is considered similar in nature for fulfillment of technical credentials, the overall cost including the PVC amount (if paid) of that completed work or substantially completed work, shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.

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

2. Tenderer Credentials:(As per GCC April-2022 Clause No. 11 of Annexure-I Second Sheet of Part-I)

Documents testifying tenderer previous experience and financial status should be produced

along with the tender. Tenderer(s) who is / are not borne on the approved list of the Contractors of S.E.C. Railway shall submit along with his/their tender:

- (i) Certificates and testimonials regarding contracting experience for the type of job for which tender is invited with list of works carried out in the past.
- (ii) Audited Balance Sheet duly certified by the Chartered Accountant regarding contractual payments received in the past.
- (iii) The list of personnel / organization on hand and proposed to be engaged for the tendered work. Similarly list of Plant & Machinery available on hand and proposed to be inducted and hired for the tendered work.
- (iv) 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 - III** of the tender document (or **Annexure V as per GCC April-2022 Advance Correction Slip No.-2**). In addition to Annexure -III of the tender document, (or Annexure V as per GCC Correction Slip No.2), in case of other than Company/Proprietary firm, Annexure- III (A) of the tender document (or Annexure -V(A) as per GCC April -2022 Advance Correction Slip- No.2) shall also be submitted by each member of a Partnership Firm/ Joint Venture (JV)/ Hindu Undivided Family (HUF)/ Limited Liability Partnership (LLP) etc as the case may be. Non submission of a copy of certificate by the bidder shall result **in summarily rejection of his/their bid**. It shall be mandatorily incumbent upon the tenderer to identify state and submit the supporting documents duly self attested/ digitally signed by which they/he are/is qualifying the Qualifying Criteria mentioned in the Tender Document.
- (v) The Railway reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the Railway, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Railway shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the Railway thereunder.
- (vi) (a) In case of any information submitted by tenderer is found to be false forged or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender Bid Security besides banning of business for a period of upto **two** years. **(As Per GCC-April -2022 ACS No.3)**
 (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. (As Per GCC-April -2022 ACS No.3)

Note: Non-compliance with any of the conditions set forth therein above is liable to result in the tender being rejected **(As per GCC April-2022 Clause No. 12 of Annexure-I Second Sheet of Part-I)**

3. Offers submitted by Joint Venture/MOU Consortium **will not be permitted** under this contract. As per Clause No. 53 chapter-VII of the Tender document (or as per GCC April- 2022 Clause No. 17 Part-I Annexure-I Second Sheet (Joint Venture in Works Tender)& Advance correction Slip no. 1& 3 of GCC April-2022).

4. **Eligibility criteria for Joint Venture Firms:** Technical, financial eligibility and Bid capacity of the JV shall be adjudged based on satisfactory fulfillment of the following criteria:

4.1 Technical Eligibility Criteria :

The technical eligibility for the work as per **para 1.(i) (a)** 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 1. (i) (a)** above, shall have technical capacity of minimum 10% of the cost of work i.e., each non-lead member of JV 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 invite, one similar single work for a minimum of 10 % of advertised value of the tender.**(As Per Advance correction Slip of Part-I (Annexure-I) Second Sheet GCC April -2022 Clause No. 17.15.1)**

Note for Para 4.1:

- a) *The Major component of the work for this purpose shall be the component of work having highest value. In cases where value of two or more component of work is same, any one work can be classified as Major component of work.*
- 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.*

4.2 Financial Eligibility Criteria: The Financial Eligibility Criteria for the work as per **Para (1)**

(ii) mentioned above hereunder:

The JV shall satisfy the requirement of "Financial Eligibility" mentioned at **Para (1) (ii)** above. The "financial capacity" of the lead partner of JV shall not be less than 51% of the financial eligibility criteria mentioned at **para(1) (ii)** 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.

4.3 Bidding Capacity: Bidding capacity Criteria for the work as per **Para(1) (iii)** mentioned above hereunder: ***Bidding Capacity is not applicable for this tender .***

5. **Bid Security & Acceptable form of Bid Security:** Tender must be accompanied with Bid Security of requisite amount as mentioned in NIT in A/c of **"FA & CAO/Con/SECR, Bilaspur"** deposited through 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-VIII (of this Tender Document) and shall be valid for a period of **90 days** beyond the bid validity period.

Note:

- (i) Tenders not accompanied by requisite amount of Bid Security in acceptable form, will be **Summarily rejected** and no correspondence what -so-ever will be entertained on this Account.
- (ii) The Bid Security shall be rounded off to the nearest ₹100. This Bid Security shall be applicable for all modes of tendering.
- (iii) Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of Bid Security detailed above.
- (iv) Labour Cooperative Societies shall submit only 50% of above Bid Security detailed above.

6. Cost of Tender Document: **NIL**.

7. The last date and time of submission of tender upto **14/07/2026** at **15:30** Hrs.

8. Date and time of opening of tender at **15.45 on 14/07/2026**.

9. Completion period for the work is **12 (Twelve) Months** from the date of issue of Letter of Acceptance.

10. **Price variation clause:** Price variation clause (PVC) will be applicable under this contract.

(Note:- Applicability: Price Variation Clause (PVC) shall be applicable only in tender having Advertised value above Rs. 2 Crores).

(As per GCC April-2022 and Advance correction slip No.1.)

CHAPTER – I**INSTRUCTIONS TO TENDERER(S) (for E-Tendering)****1. GENERAL**

- 1.1** E-tender has been invited for and on behalf of the President of India through website www.ireps.gov.in for the work mentioned against the tender notice number available in the website. Tenderers are to bid online only in the above mentioned website. All Mandatory fields marked with (*) have to be filled in by the tenderer. No Manual offer is acceptable against this tender. No Tender document in hard copy will be sold against this tender Please read the Instructions to Tenderers for e-tendering, Indian Railway Standard General Conditions of Contract, **April – 2022 & their correction Slips** and Special Condition of Contract before filling the e-tender through online.
- 1.2** E-Tender forms are not transferable and the same is to be submitted with digital signature by the Tenderer already registered with the site.
- 1.3** The submitted e-tender forms will be considered as digitally signed by the tenderer as a confirmation from the tenderer that the tenderer has read, agreed and accepted all the conditions and laid down documents, as well as Schedule of Tender , General and Special conditions
- 1.4** The tender offer complete in all respect and with all documents is to be submitted online by e-tendering process through the website www.ireps.gov.in before the closing time/date of this tender as mentioned in the NIT (Notice Inviting Tender). Tenderer can revise the bids any number of times till the closing time/date of the tender. No manual offers shall be accepted.
- 1.5** The Railway may, of its' own or in response to any clarification requested/suggested by any person including that from the tenderer, may modify this tender document at its sole discretion at least 15 days before the due date of closing of the tender as corrigendum.
- 1.6** Corrigendum as required may be issued at least 15 days prior to the closing of the tender. These corrigenda of this tender, if any, as issued time to time will be available on website at least 15 days in advance of closing of tender. The tenderers are requested to check the website before submitting their offer whether any such corrigendum to the tender has been issued or not and revise the offer if required accordingly failure on the part of tender on this aspect will be solely tenderers responsibility.
- 1.7** This document is the Standard Tender Document which consists of the Instruction to the Tenderers, NIT (Notice Inviting Tender), General Conditions of the Tender, Special conditions of the tender, Tender schedules, Specifications of the works & various Annexure etc. All the above mentioned documents taken together if not scored off shall constitute the complete tender document hereafter referred to as "Tender Document" & have to be read together & acted upon accordingly. No part of the tender document can be relied upon or acted upon in isolation.
- 1.8** The Railway and the website will have no responsibility for incorrect evaluation of cost and thereby incorrect cost of work and ranking of tenderers, if the schedule is not filled in correctly and unambiguously for each item. No claim or clarification of a tenderer regarding applicability, inclusion or exclusion of any element of tax or duty or any other change in the offer subsequently (after closing of the tender) will be entertained. For this the tenderers are advised to read the Instructions, General Conditions, Special Conditions and other Instructions carefully before submission of tender.

- 1.9** In case of any problem with the portal is faced while filling the e-tender, Tenderers are advised to contact with the Helpdesk of IREPS portal who will render all help and assistance related with the website and portal except that related with the details of the tender. Railway will not take any responsibility for non-participation in the e-tender online for the reasons related to the website and portal or server etc beyond the control of railways.
- 1.10** Railway and the IREPS website will not take the responsibility for any online payment made by the tenderer and debited from his/their account towards the tender cost or Bid Security due to wrong or mismanipulation of the menus or any reasons related with the IT or found unsuitable for the tender etc. Railway and IREPS website will not entertain any claim in this regard or refund the paid amount.
- 1.11** The tenderer shall submit along with tender document, documents in support of his/their claim to fulfil the eligibility criteria as mentioned in the tender document. Each page of the copy of documents/certificates in support of credentials, submitted by the tenderer, shall be self attested /digitally signed by the tenderer or authorized representative of the tendering firm. Self attestation shall include signature, stamp and date (on each page). Only those documents which are declared explicitly by the tenderer as “**Documents supporting the claim of qualifying the laid down eligibility criteria**”, will be considered for evaluating his/their tender.
- 1.12** The tenderer shall submit a copy of certificate stating that 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 – III** of the tender document (or Annexure V as per GCC **April-2022** Advance Correction Slips No.2). In addition to **Annexure –III** of the tender document, (or **Annexure V** as per GCC **April-2022** Advance Correction Slip No.2), in case of other than Company/Proprietary firm, **Annexure- III (A)** of the tender document (or **Annexure-V(A)** as per GCC **April-2022** Advance Correction Slip No.-2). Non submission of above certificate as per standard format 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. **(As per GCC April 2022 Advance correction Slip No.2 Clause No. 6.1 PART- I Instructions to Tenderers (ITT))**.
- It would not be obligatory on the part of Tender Committee to scrutinize beyond the submitted documents of tenderer as far as his qualification for the tender is concerned.
- 1.13** With the submission of the certificate as mentioned above, the practice of verification of tenderer’s documents by the Railway may be dispensed with. However, the Railway reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the Railway, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the railway shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the railway thereunder.

2. INCONSISTENCY BETWEEN THE DOCUMENTS

Following documents shall be part of this tender :

S1	Document name	Published by	Referred in
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No			this document as
1	General Condition of Contract April-2022 Up to date Advance Correction Slip issued till closing of of tender.	Indian Railway	GCC April - 2022

Note: The term “Correction slip” as referred to in this tender document also include the following:

- **Addendum slip**
- **Correction slip**
- **Addendum slip and corrigendum slip which are issued in consecutive serials.**

In case of any inconsistency and contradictions between the same and the special conditions & specifications laid in various chapters of this tender document, the later shall prevail.

3. TENDERER'S POSTAL ADDRESS

3.1 Address of tenderer: The address, email – Id and Mobile phone, other phone nos. And other details given in the portal while registering will be considered as official address and all correspondences to the tenderer will be made in these registered modes.

3.2 All communication sent in time to the tenderer by post at the said address shall be deemed to have reached the tenderer duly and in time. Important documents shall be sent by Registered Post. However, an undertaking has to be given in the enclosed annexure by uploading a scanned copy of duly filled in form in the portal.

3.3 Railway's Postal Address

The list of addresses, to which correspondence and documents relating to the contract, should be sent is as under :-

The list of addresses, to which correspondence and documents relating to the contract, should be sent is as under :-

- (i) Submission of Bid security in the form of Original Bank Guarantee in person :
O/o : The Dy. Chief Electrical Engineer (Con)/South East Central Railway/Raipur
 Kharun Rail Vihar Colony, Fafadih, Raipur (C.G.) -492009
- (ii) For all policy, Contractual and Commercial matters:-
 - (a) Prior to the award of contract.
 The Chief Electrical Engineer (Con)/BSP
 Office of the Chief Administrative Officer (Con),
 GM Annex Building
 South East Central Railway,
 Bilaspur , (C.G.) – 495004
 or his successor/nominee (whose address will be intimated in due course)
 - (b) After award of contract:
 Dy. Chief Electrical Engineer (Con)/South East Central Railway/Raipur
 Kharun Rail Vihar Colony, Fafadih, Raipur (C.G.) -492009

(iii) For Performance Guarantee :

The FA & CAO (Con),
Office of the Chief Administrative Officer (Con),
GM Annex Building
South East Central Railway,
Bilaspur (C.G.) – 495004

or his successor/nominee (whose address will be intimated in due course)

(iii) For matters relating to particular design working drawing:-

Dy. Chief Electrical Engineer (Con)/South East Central Railway/Raipur
Kharun Rail Vihar Colony, Fafadih, Raipur (C.G.) -492009

or his successor/nominee (whose address will be intimated in due course)

(iv) For matters relating to basic design and drawings for fittings, components equipments and prototype tests:-

Dy. Chief Electrical Engineer (Con)/South East Central Railway/Raipur
Kharun Rail Vihar Colony, Fafadih, Raipur (C.G.) -492009

(v) Matters relating to progressing of field work, scheduling of quantities and submission of bills.

Dy. Chief Electrical Engineer (Con)/South East Central Railway/Raipur
Kharun Rail Vihar Colony, Fafadih, Raipur (C.G.) -492009

Or officers nominated by him.

4. INSPECTION OF DRAWINGS (As per GCC April -2022 Annexure-I Tender Form Second Sheet Clause No. 2)

The Drawings for the work can be seen in the office of the inviting this tender and or Chief Electrical Engineer (Construction) South East central Railway at any time during the office hours. The drawings are only for the guidance of tenderer(s). Detailed working drawings (if required) based generally on the drawings mentioned above, will be given by the Engineer or his representative from time to time.

5. Opening of E-Tender:-

5.1 The e-tenders will be opened online using the IREPS portal. No representative is required to be present for opening of tender and details of rates quoted and ranking of all the bidders etc shall be available to the bidders in the website after the opening of the tender.

5.2 In case the date of closing mentioned in the Notice Inviting Tender is declared a holiday/bandh/strike etc. on any account, the date of closing tender online will not be changed as the application in the website of IREPS does not permit submission of any offer after closing date and time of the tender. However, opening of tenders online will be on any convenient day after the closing date/time of tenders.

5.3 Tender with any special conditions may not be considered.

6. Omissions and Discrepancies (As per GCC April-2022 Clause No.4 Part-I)

Should a tenderer find discrepancies in or omissions from the drawings or any of the Tender Forms or should he be in doubt as to their meaning, he should at once notify the authority inviting tenders. The tender inviting authority may, if deemed necessary, clarify the same to all tenderers. It shall be understood that every endeavour has been made to avoid any error which can materially affect the basis of tender and successful tenderer shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.

7. Bid Security: (As per Advance Correction Slip No. 11 to Indian Railways Standard General Condition of Contract, April-2022)

- (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 resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Engineer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the Railway.
- (c) If his tender is accepted this Bid Security mentioned in sub clause (a) above will be retained as part security for the due and faithful fulfillment of the contract in terms of **Clause 16 of the Standard General Conditions of Contract. April-2022 (Clause no. 30 of CHAPTER-V, SPECIAL CONDITIONS OF CONTRACT (PART - I))** of this tender document. 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-VIII (of this Tender Document)** and shall be valid for a period of 90 days beyond the bid validity period.

(3) In case, submission of Bid Security in the form of Bank Guarantee, following Shall be ensured:

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

8. Validity of offer

The Tenderer(s) shall keep the offer open for a **minimum period of 60 days** from the date of opening 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 the Chief Engineer/Dy. Chief Engineer/Divisional Engineer of South East Central Railway, Should the tenderer fail to observe or comply with the foregoing stipulation, the amount deposited as Bid Security for the due performance of the above stipulation, shall be forfeited to the Railway.

9. Eligibility criteria:

Tenderer(s) who fulfil the eligibility criteria as mentioned in the NIT and also reproduced here below are only requested to participate for this tender:-

(i) (a) Technical Eligibility Criteria:

(If Applicable as mentioned in NIT)

The tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:

- (i) Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, or
- (ii) Two similar works each costing not less than the amount equal to 40% of advertised value of the tender, or
- (iii) One similar work costing not less than the amount equal to 60% of advertised value of the tender.

The Similar nature of work for the purpose of eligibility criteria shall mean following: (Ref: vide PCEE/HQ/SECR's letter No. ELECT/SECR/243/Tender Policy/ date : 04.07.2024)

The definition for similar nature of work will be "The tender should have satisfactorily executed and completed any work as mentioned below:-

1. Electrification of service building or Staff quarters or Offices or Road and Colony Lighting or Circulating Area Lighting or Washing Pits or Sheds or workshops or UTS/PRS or UPS or Battery charging facilities or Pre-cooling facilities on platforms and yards etc.
2. Erection and Commissioning of LT, HT up to 33KV Overhead Lines or Electrical Sub-station or LT/HT UG power cables.
3. Annual Electrical Maintenance contract of Service building or Staff quarters or Electrical Sub-station or DG sets or Train lighting and /or Air conditioning coaches excluding RMPU units of AC Coaches.
4. Erection and Commissioning of any type and capacity of Electrical Pumping set.
5. Electrification of ON Grid connected or Off –Grid connected solar power plant.
6. Electrification of Advanced Energy metering system or Smart Energy metering system or Prepaid Energy meters.
7. Erection and Commissioning of AMC/CMC of Window/Split ACs/Water Coolers /Refrigerators / ductable package system of air –conditioning /Centralized Air Cooling Unit/Centralized air conditioning unit or hiring of desert coolers/air coolers.
8. Any above work or combination of (1) to (7).

The above work must have been carried out in any of the following organization: (a) Central Government Department or State Government Department. (b) Central Government PSUs or State Government PSUs.

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

issued by a person authorized by the Public listed company to issue such certificates.

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

- (c) Electrical Contractor's license** - Must have valid Electrical Contractor's license in the name
of Firm or Contractor issued by the concerned Statutory Authority

(ii) Financial eligibility criteria :

(If Applicable as mentioned in NIT)

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

V= Advertised value of the tender in crores of Rupees

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

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

The tenderers shall submit requisite information as per Annexure-VII 2(b) (of this tender document) along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet.

- (iii) Bidding Capacity:** Bidding Capacity is not applicable for this work.

- (iv) Credentials if submitted in foreign currency shall be converted into Indian currency i.e., Indian Rupee as under:**
(If Applicable as mentioned in NIT)

The conversion rate of US Dollars into Rupees shall be the daily representative exchange rates published by the Reserve Bank of India or entity authorized by RBI to do so for the relevant date or immediately previous date for which rates have been published. Where, relevant date shall be as on the last day of month previous to the one in which tender is invited. In case of any other currency, the same shall first be converted to US Dollars as on the last day of month previous GCC April - 2022 to the one in which tender is invited, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date or immediately previous date for which rates have been published.

Note :Explanation for clause (9) including clause (i) to (iv) - Eligibility Criteria:

- (i)** Substantially Completed Work means an ongoing work in which payment equal to or more than 90% of the present contract value (excluding the payment made for adjustment of Price variation (PVC), if any) has been made to the contractor in that ongoing contract and no proceedings of termination of contract on Contractor's default has been initiated. The credential certificate in this regard should have been issued not prior to 60 days of date of invitation of present tender.

- (ii) In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfillment of credentials.
- (iii) If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfillment of credentials.
- (iv) In case of completed work, the value of final bill (gross amount) including the PVC amount (if paid) shall be considered as the completion cost of work. In case final bill is pending, only the total gross amount already paid including the PVC amount (if paid) shall be considered as the completion cost of work.

In case of substantially completed work, the total gross amount already paid including the PVC amount (if paid), as mentioned in the certificate, shall be considered as the cost of substantially completed work.

- (v) If a Bidder has successfully completed a work as subcontractor and the work experience certificate has been issued for such work to subcontractor by a Govt. Organisation or public listed company as defined in Not for item (i) (a) (Not for item 10.1 Part-I of GCC), the same shall be considered for the purpose of fulfillment of credentials.
- (vi) In case a work is considered similar in nature for fulfillment of technical credentials, the overall cost including the PVC amount (if paid) of that completed work or substantially completed work, shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.
- (vii) In case of newly formed partnership firm, the credentials of individual partners from previous propriety firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution / split and their share in newly formed partnership firm. For example, a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of $0.3 \times 0.2 \times$ value of the work done in the previous entity. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.
- (viii) In case of existing partnership firm, if any one or more partners quit the partnership firm, the credentials of remaining partnership firm shall be re-worked out i.e., the quitting partner(s) shall take away his credentials to the extent of his share on the date of quitting the partnership firm (e.g. in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and credentials of Rs 10 crore; in case partner C quits the firm, the credentials of this partnership firm shall remain as Rs 6 crore). For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.
- (ix) In case of existing partnership firm if any new partner(s) joins the firm without any modification in the name and PAN/TAN no. of the firm, the credentials of partnership firm shall get enhanced to the extent of credentials of newly added partner(s) on the same principles as mentioned in item 6 above. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deeds, dissolution/splitting deeds and proof of surrender of PAN No.(s) in case of dissolution of partnership firm etc.
- (x) Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., In a partnership firm of A&B partners, A or B partner cannot use credentials of partnership firm of A&B

- partners in any other partnership firm or propriety firm without leaving partnership firm of A&B partners.
- (xi) In case a partner in a partnership firm is replaced due to succession as per succession law, the proportion of credentials of the previous partner will be passed on to the successor.
 - (xii) If the percentage share among partners of a partnership firm is changed, but the partners remain the same, the credentials of the firm before such modification in the share will continue to be considered for the firm as it is without any change in their value. Further, in case a partner of partnership firm retires without taking away any credentials from the firm, the credentials of partnership firm shall remain the same as it is without any change in their value.
 - (xiii) In a partnership firm "AB" of A&B partners, in case A also works as propriety firm "P" or partner in some other partnership firm "AX", credentials of A in propriety firm "P" or in other partnership firm "AX" earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB.
 - (xiv) In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm.
 - (xv) In case company A is merged with company B, then company B would get the credentials of company A also.

10. Offers submitted by Joint Venture/MOU Consortium are **not permitted** under this contract. Condition for Submission of tenders against Joint Venture will be as under.

10.1 Eligibility criteria for Joint Venture Firms: Technical, financial eligibility and Bid capacity of the JV shall be adjudged based on satisfactory fulfillment of the following criteria

10.2 Technical Eligibility Criteria : The technical eligibility criteria for the work as per Para 9. (i) (a) mentioned above hereunder:

The technical eligibility for the work as per **para 9.(i) (a)** 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 9.(i) (a)** above, shall have technical capacity of minimum **10%** of the cost of work i.e., each non-lead member of JV 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. **(As Per Advance correction Slip of Part-I (Annexure-I) Second Sheet GCC April -2022 Clause No. 17.15.1)**

Note for Para 10.2:

- 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.

10.3 Financial Eligibility Criteria: The Financial Eligibility Criteria for the work as per Para 9.(ii) mentioned above hereunder:

The JV shall satisfy the requirement of “Financial Eligibility” mentioned at Para (9) (ii) above. The “financial capacity” of the lead partner of JV shall not be less than 51% of the financial eligibility criteria mentioned at para (9) (ii) 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.

10.4 Bidding Capacity: Bidding Capacity is **not applicable** for this work.

11 Tenderer Credentials

(As per GCC April-2022 Clause No. 11 of Annexure-I Second Sheet of Part-I)

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

Tenderer(s) who is / are not borne on the approved list of the Contractors of S.E.C. Railway shall submit along with his / their tender:

- (i) Certificates and testimonials regarding contracting experience for the type of job for which tender is invited with list of works carried out in the past.
- (ii) Audited Balance Sheet duly certified by the Chartered Accountant regarding contractual payments received in the past.
- (iii) The list of personnel / organization on hand and proposed to be engaged for the tendered work. Similarly list of Plant & Machinery available on hand and proposed to be inducted and hired for the tendered work.
- (iv) A copy of certificate stating that they are not liable to be disqualified and all their statements/documents submitted alongwith bid are true and factual. Standard format of the certificate to be submitted by the bidder is enclosed as **Annexure – III** of the tender document **(or Annexure V as per GCC-2022 Advance Correction Slip No.-2)**. In addition to **Annexure –III** of the tender document, (or Annexure V as per GCC Correction Slip), in case of other than Company/Proprietary firm, Annexure- III (A) of the tender document (or Annexure –V(A) as per GCC April-2022 Advance Correction Slip No.-2) shall also be submitted by each member of a Partnership Firm/ Joint Venture (JV)/ Hindu Undivided Family (HUF)/Limited Liability Partnership (LLP) etc as the case may be. Non submission of a copy of certificate by the bidder shall result **in summarily rejection of his/their bid**. It shall be mandatorily incumbent upon the tenderer to identify state and submit the supporting documents duly self attested/ digitally signed by which they/he are/is qualifying the Qualifying Criteria mentioned in the Tender Document.
- (v) The Railway reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the Railway, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Railway shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the Railway there under.
- (vi) (a) In case of any information submitted by tenderer is found to be false forged or incorrect at any time during process for evaluation of tenders, it shall lead to

forfeiture of the tender Bid Security besides banning of business for a period of upto **two years**(**As Per GCC-April -2022 ACS No.3**).

(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**.(**As Per GCC-April -2022 ACS No.3**)

Note:Non-compliance with any of the conditions set forth therein above is liable to result in the tender being rejected (**As per GCC April-2022 Clause No. 12 of Annexure-I Second Sheet of Part-I**)

12 Acknowledgement by Tenderer(s)

It shall be deemed that by submitting the tender, the Tenderer has:

- (a) Made a complete and careful examination of the tender Document;
- (b) Received all relevant information requested from the Railway;
- (c) Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the tender document or furnished by or on behalf of the Railway;
- (d) Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the tender document, hereinabove shall not form a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Railway, or a ground for termination of the Contract;
- (e) Agreed to be bound by the undertaking provided by it under and in terms hereof.

13 Amendment of Tender Document:

Corrigendum as required may be issued at least **15 days** prior to the closing of the tender. These corrigenda of this tender, if any, as issued time to time will be available on website at least **15 days** in advance of closing of tender. The tenderers are requested to check the website before submitting their offer whether any such corrigendum to the tender has been issued or not and revise the offer if required accordingly failure on the part of tender on this aspect will be solely tenderers responsibility.

14 Following documents should be furnished along with tender and should be submitted online at the time of tender bidding. Tenders not accompanied with these documents will be summarily rejected.

- (i) It is not accompanied by the Bid Security of requisite amount and in acceptable form as specified in **NIT(Refer para 2 of Chapter II)** of this Tender Document.
- (i) it is not accompanied by the certificate in the prescribed format(including all points) as per **Annexure – III & Annexure - III A (of this tender document)**. (**However, uploading of physical signed Annexure-III of the tender document/Annexure-V of GCC is not required to upload on IREPS along with the tender offer (Authority :- Railway Board letter no. 2022/CE-I/CT/GCC correspondence New Delhi, dated 14.05.2024).**)
- (ii) it is not accompanied by the documents as prescribed vide **clause 14 and 15 of Indian Railway Standard General Conditions of Contracts –April-2022 & Advance correction Slip No.3, Part I.(Refer para 7 of Chapter II of this Tender Document)**.

- (iii) it is not accompanied by the documents as mentioned separately vide “Guidelines for participation of Joint Venture Firms and Model Format for Joint Venture Agreement” in case of Joint Venture Firm. **(Refer para 6 of Chapter II of this Tender Document). (If Applicable as mentioned in NIT)**
- (iv) It is not accompanied by the documents in support of technical eligibility criteria, financial eligibility criteria and Bid Capacity **(if applicable)** as per the stipulation in the NIT. **(Refer para 9 of Chapter-1 (Instruction to Tenderer) & para 1 of Chapter II)** of this Tender Document).

15 Clarification on Tender:

15.1 To facilitate evaluation of Tenders, the Railway may, at its sole discretion, seek clarifications from any tenderer regarding its tender. Such clarification(s) shall be provided within the time specified by the Railway for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

15.2 If a tenderer does not provide clarifications sought by the Railway administration within the specified time, its tender offer shall be liable to be rejected. In case the tender is not rejected, the Railway may proceed with evaluation of the tender by construing the particulars requiring clarification to the best of its understanding, and the tenderer shall be barred from subsequently questioning such interpretation with the Railway.

16 Award of work:

After selection, a Letter of Acceptance (the “LOA”) shall be issued, in duplicate, by the Railway to the selected tenderer and the selected tenderer shall, within 10 (Ten) days of the issue of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In case the duplicate copy of the LOA duly signed by the selected tenderer is not received by the stipulated date, the Railway may, unless it consents to extension of time for submission thereof, forfeit and appropriate the Bid Security of such tenderer in full on account of failure of the selected tenderer to acknowledge the LOA, and cancel the LOA.

17 Execution of Contract Document(As per GCC April -2022 Part-I Clause No.8)

The Tenderer whose tender is accepted shall be required to appear in person at the office of Chief Electrical Engineer (Construction) South East Central Railway 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. The Contract Agreement shall be entered into by Railway only after submission of valid Performance Guarantee by the Contractor. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender. 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.

18 Novation Agreement: The Contractor(s) has to sign the Novation Agreement in addition to the contract agreement in addition to the contract agreement signed vide **clause 18 above**. Format of Standard Novation Agreement is given at **Annexure-VI(of the Tender**

Document). This novation agreement is applicable to the works chargeable to EBR-IF fund. This novation agreement will be signed by (i) the Railway (ii) the Contractor and (iii) Indian Railway Finance Corporation Limited. As per Novation Agreement, the invoices shall be issued by capturing GSTIN of contractor (as the supplier) and GSTIN of IRFC (as the bill-to party). Also the contractor shall submit the invoice (2 copies), issued in the name of IRFC, to Railway for processing payment by Railway to contractor subject to applicable TDS under Income Tax, GST or any other applicable laws-IRFC shall be responsible to comply with income Tax and GST laws in relation to filling of returns.

19 Fraud and Corrupt Practices

The Tenderer(s) and their respective employees shall observe the highest standard of ethics during the selection process. Notwithstanding anything to the contrary contained in this tender document, the Railway shall reject a tender without being liable in any manner whatsoever to the tenderer, if it determines that the tenderer has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the selection process. In such an event, the Railway shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD or Security Deposit, as the case may be. For the purposes of this clause, the following terms shall have the meaning hereinafter respectively assigned to them:-

(a) **“Corrupt practice” means**

- (i) the offering, giving, receiving, or soliciting, directly or indirectly of anything of value to influence the action of any person connected with the selection process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Railway who is or has been associated in any manner, directly or indirectly with the selection process or the LOA or has dealt with matters concerning the contract or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Railway, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or
- (ii) engaging in any manner whatsoever, whether during the selection process or after the issue of the LOA or after the execution of the contract, as the case may be, any person in respect of any matter relating to the Project(s) or the LOA or the Contract, who at any time has been or is a contractor of the Railway in relation to any matter concerning the Project(s);

(b) **“Fraudulent practice”** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the selection process;

(c) **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the selection process;

(d) **“Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Railway with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a conflict of Interest; and

(e) **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among tenderer(s) with the objective of restricting or manipulating a full and fair competition in the selection process.

20 Right of the Railway to deal with Tender:(As per GCC April-2022, Clause No.7 Of Part-I)

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

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

7B. Pre Bid Conference: Intenders having advertised value more than Rs 50 Crore or as mentioned in the tender document, Railway shall conduct Pre Bid Conference(s) with the prospective bidders.

7C. Make in India Policy: Provisions of Make in India Policy 2017 issued by Govt. of India, as amended from time to time, shall be followed for consideration of tenders.

7D. Permission to Bid for a bidder from a country which shares Land boundary with India: Any bidder from the countries sharing a land border with India will be eligible to bid in any procurement of works (including turnkey projects) only if the bidder is registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT), Government of India. For interpretation of this para, Department of Expenditure, Ministry of Finance, Government of India letter F.No.6/18/2019-PPD dated 23/07/2020 shall be referred.

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

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

21 Care in Submission of Tenders; (As per Standard GCC- April-2022 Clause (6) of PART-I& Advance Correction Slip No.6)

(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.
- (b) (iv) In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, the railway shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.
- (a) (v) Contractor shall be liable to pay/refund the amount collected as GST to the Indian Railways along with interest and penalties, if any imposed by the authorities, in case GST input tax credit of Indian Railways is denied/ rejected by the tax authorities due to reasons mentioned below but not limited to:
- Wrong/incorrect invoices issued by Contractor ;
 - No-filing of GST returns;
 - Non-payment of GST collected from Indian Railways to the authorities;
 - Any other non-compliance done by Contractor;

General Indemnity: Contractor hereby agrees to indemnify and hold harmless the Indian Railways from and against any and all losses, including loss on account of Input Tax Credit and all losses incurred by the Indian Railways relating to or arising out of or in connection with any actual or threatened claim, legal action, proceedings, prosecution or inquiry by or against the Indian Railways arising out, directly or indirectly, of failure by the contractor to comply with the provisions of GST and related laws, or based upon or arising from any failure by the Contractor.

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

- (a) (vi) When work is tendered for by a firm or company, the tender shall be signed by the individual legally authorized to enter into commitments on their behalf.
- (b) (vii) 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.

22 (As per Clause (6.1) PART-I) Standard GCC April-2022 Advance Correction Slip No.2:

The tenderers shall submit a copy of certificate stating that all their statements/documents submitted along with bid are true and factual. Standard format of certificate to be submitted by the bidder is enclosed as **Annexure-III** (as per Tender Document) . In addition to **Annexure-III** (as per Tender Document), in case of other than Company/Proprietary firm, **Annexure -III(A)** (as per Tender Document) 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 is qualifying the Qualifying Criteria mentioned in the Tender Document.

23 Other instructions:

- (i) The instructions to the Tenderer(s) shall be deemed to form a part of the tender document.
- (ii) It is desirable that Tenderer(s) should have a copy of Indian Railway Standard General Conditions of Contracts –April-2022 and tenderer have gone through all the conditions of contract and specifications etc. embodied therein. The copy of Indian Railway Standard General Conditions of Contracts – April-2022 can be obtained on payment of an amount specified for copy of each Volume on any working day during office hours, subject to availability, in the office of The Chief Electrical Engineer/CON/SEC Railway, Bilaspur. Further, the copy of Indian Railway Standard General Conditions of Contracts –April-2022 and the correction slips can be downloaded from web site www.indianrailways.gov.in.
- (iii) South East Central Railway does not bind itself to accept the lowest or any other tender nor does it undertake to assign reason for declining to consider the Tender.
- (iv) The Railways reserve the right to accept the tender either for the full quantity of work or part thereof or divide the works amongst more than one tenderer(s) without assigning any reasons for any such actions.
- (v) Tender documents in which tenderer(s) submits offer on On-Line mode shall become the property of the Railway and the Railway shall have no obligation to return the same to the Tenderer(s).
- (vi) In case of non acceptance of a tender by the Railway Administration for any reason whatsoever, the tenderer(s) cannot claim for the expenses incurred by him in submitting the tender offer for the work or for any other account.

CHAPTER-II**DETAILS OF DOCUMENTS TO BE SUBMITTED ALONG WITH OFFER
(Tenderers are requested to read the following carefully)**

For documents to be uploaded with tender offer, the tenderer(s) must read the NIT and instructions to tenders in detail. For ready reference a concise listing of documents to be submitted along with offer are as under. However, these are not exhaustive and all document/certificate as detailed in the Tender Document should be submitted along with the offer.

1.0. Documents in support of eligibility criteria:

- (a) **Document in support of Technical criteria:** Completion certificate/certificates of similar nature of works (similar nature as defined in the NIT) completed in last seven years (ending last day of month previous to the one in which tender is invited). The certificate should be issued by the competent authority authorised by the concerned Organization, **(Must be submitted as per Annexure-IX(of this tender document))** which will in general includes (i) Name of work (ii) Scope of works in details, (iii) date of award of work, (iv) Completion period as per original agreement, (v) actual date of completion if the work is completed in all respect (vi) Value of work as per original agreement/revised sanctioned value if any, (vii) Paid amount including statutory deduction till date. (viii) Value of completed works (ix) Whether the work is completed in all respect or Not. (x) Performance (xi) Remarks if any. (xii) Full address of certificate issuing officer with Phone /Mobile No. And email address.etc.
- (b) The tenderer(s) having work experience certificate issued by Public listed company following documents must have been enclosed along with offer, otherwise the particular work experience certificate issued by Public listed company will not be considered as valid and no further correspondence will be made in this regard:

(i)	Proof of having average annual turnover of Rs 500 crore and above in last three financial years excluding the current financial year by Public listed company who have issued the work done certificate.
(ii)	Proof regarding listing of the Public listed company on National Stock Exchange or Bombay Stock Exchange, incorporated/registered atleast 5 years prior to the date of closing of tender.
(iii)	Authorization of the person authorized by the Public listed company to issue such certificates.
(iv)	Along with the work experience certificate, the tenderer must have submit, 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.

- (c) Document in support of financial Eligibility criteria **(As per formate given in Annexure-VII 2(b) of this Tender Document).**
- (d) Document in support of Bid Capacity as per format given in **Annexure –VII** of this tender document duly verified by Chartered Accountant **(If applicable as per NIT).**

2.0. Bid Security and Cost of tender document:

- No Tender document cost is required. However,
- Tender must be accompanied with Bid Security of requisite amount as mentioned in NIT in A/c of “FA & CAO/Con/SECR, Bilaspur” deposited through 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-VIII (of this Tender Document)** and shall be valid for a period of **90 days** beyond the bid validity period.

- iii. The scanned copies of the instruments may be uploaded with tender document. Tenders not accompanied by requisite amount of Bid Security in acceptable form, will be summarily rejected and no correspondence what -so-ever will be entertained on this account.
- iv. Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as **'Startups'** shall be exempted from payment of Bid Security, as detailed above, on submission of Registration Certificate issued by appropriate authority. The tenderer should also sign and submit the **"DECLARATION FROM TENDERER"** Provided in **Chapter III** of the tender document" duly filled in.
- v. Labour Cooperative Societies shall deposit only 50% of Bid Security and in such case they have to submit valid registration certificate issued by competent authority and they should also sign and submit the **"DECLARATION FROM TENDERER"** Provided in **Chapter -III** of the tender document" duly filled in.

3.0 Certificate as per **Annexure- III & Annexure – III A** of the Tender Document.

4.0. Declaration from the Tenderer as per **Chapter-III** of the Tender Document.

5.0. Certificate of Familiarization as **Chapter-IV** of Tender Document

6.0 Documents to be enclosed by Joint Venture firm along with tender in terms of **clause 53 of Chapter-VII** of this tender document. **(If Applicable as mentioned in NIT)**

7.0 Documents as prescribed vide clause-14 and 15 of Indian Railway Standard General Conditions of Contracts, April -2022 & their Advance Correction Slip No. 3 of Part I. Clause 14 & 15 are reproduced below:

7.1 Documents to be submitted Along with Tender (As per GCC April-2022 Part-I Clause No.14)

- (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.

Following documents shall be submitted by the tenderer :

(a) Sole Proprietorship Firm:

- (i) **All documents in terms of Para 9 of CHAPTER – I of the Tender document.**

(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 documents in terms of Para -9 of CHAPTER – I of the Tender document.

(c) Partnership Firm:

(i) The tenderer shall submit document as mentioned in **CHAPTER-VII SPECIAL CONDITIONS OF CONTRACT (PART-III)** of the tender document **clause no.54.(& as Per GCC April- 2022 Tender Form (Second Sheet) Para (18))**

(d) Joint Venture (JV): The tenderer shall submit all documents as mentioned in **CHAPTER-VII SPECIAL CONDITIONS OF CONTRACT (PART-III)** of the tender document clause no. 53. (& As per **GCC April-2022 Part-I Para 17** of the Tender Form(Second Sheet)(**If Applicable as mentioned in NIT**).

(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 of Para -9 of CHAPTER – I of the Tender document.

(f) LLP (Limited Liability Partnership) Firm:

If the tender is submitted on behalf of a LLP registered under LLP Act-2008, the tenderer shall submit along with the tender:

- (i) A copy of LLP Agreement
- (ii) A copy of Certificate of Incorporation
- (iii) A copy of Power of Attorney/Authorization issued by the LLP in favour of the individual to sign the tender on behalf of the LLP and create liability against the LLP.
- (iv) An undertaking by all partners of the LLP that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were / are partners/members. Concealment / wrong information in regard to above shall make the contract liable for determination under **Clause 62 of of the General Conditions of Contract. April-2022.**
- (v) All other documents in terms of **Para -9 of CHAPTER – I** of the Tender document.

(g) Registered Society & Registered Trust: The tenderer shall submit:

- (ii) A copy of the Certificate of Registration
- (iii) A copy of Memorandum of Association of Society/Trust Deed.
- (iv) A copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust.
- (v) A copy of Rules & Regulations of the Society.
- (vi) All other documents in terms of **Para -9 of CHAPTER – I** of the Tender document.

(ii) 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.

(iii) 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.

- (iv) A tender from JV/ Partnership firm etc. shall be considered only where permissible as per the tender conditions.
- (v) 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.

7.2 **(As per Para-15 Part-I of GCC-April-2022 & Advance Correction Slip No.3)**

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 the 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 being issued. However, the Power of Attorney provided by Bidders from countries that have sign the Hague Legislation Convention 1961 or not required to be legalised by the Indian Embassy if it carries a confirming Apostille certificate.

8.0 Employment/Partnership etc. of Retired Railway Employees: (As per clause 16 of Indian Railway Standard General Conditions of Contracts –April-2022 Part(I)

(a) Should a tenderer

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

OR

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

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

AND

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

THEN

the tenderer will give full information as to the date of retirement of such Engineer or gazetted officer from the said service and as to whether permission for taking such

contract, or if the Contractor be a partnership firm or an incorporated company, to become a partner or director as the case may be, has been obtained by the tenderer or the Engineer or officer, as the case may be from the President of India or any officer, duly authorized by him in this behalf, shall be clearly stated in writing at the time of submitting the tender.

- b) In case, upon successful award of contract, should a tenderer depute for execution of the works under or to deal matters related with this contract, any retired Engineer of gazette rank or retired gazetted officer working before his retirement in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, and now in his employment, then the tenderer will ensure that retired Engineer or retired gazetted officer had retired from government service at least 1 year prior to the date of his employment with tenderer and in case he had retired from service within a year then he possesses the requisite permission from the President of India or any officer, duly authorized by him in this behalf, to get associated with the tenderer.
- c) Should a tenderer or Contractor being an individual, have member(s) of his family or in the case of partnership firm/ company / joint venture (JV) / registered society / registered trust etc. one or more of his partner(s)/shareholder(s) or member(s) of the family of partner(s)/shareholder(s) having share of more than 1% in the tendering entity employed in gazetted capacity in the Engineering or any other department of the railway, then the tenderer at the time of submission of tender,

Will inform the authority inviting tenders the details of such persons.

Note:-If information as required as per 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.

9.0 List of Plants and Machineries available on hand and proposed to be inducted and hired for the tendered work. **(As per Annexure-VII of this tender Document)**

10.0 List of personnel, organization available on hand and proposed to be engaged for the subject work. **(As per Annexure-VII of this tender Document)**

11.0. Copy of PAN Card to be submitted.

12.0 Bank account details: Any payment to the tenderer/contractor including Releasing of the Bid Security of un-successful tenderer(s) will be done through electronic transfer or which the tenderer/ contractor must furnish following details:

Sl. No.	Items	Details to be furnished
(i)	Name of the Account Holder	
(ii)	Name of the Bank	
(iii)	Branch of Bank and full address	
(iv)	Account No as appearing on the Cheque Book	
(v)	RTGS/IFSC Code	
(vi)	Account Type (i.e. Current or Saving)	

CHAPTER-III**DECLARATION FROM TENDERER(S)****(To be submitted along with the offer)****(As per Advance Correction Slip No.7 to Indian Railways Standard General Conditions of Contract April 2022)****Tender Notice No. 19-CEE-C-SECR-2026,****Date- 17/06/2026****(Open Tender- Single packet system)**

Name of the Work- "Electrical general construction work in connection with (i) Replacement of PI by EI at Kumhari and Sarona, (ii) Construction of Y-Link line from Durg direction line to Dallirajhara line at Maroda Yard and (iii) construction of EI building-01 no. & end goomty-04 nos. between DLBS-Durg; in Raipur division over S.E.C. Railway"

To,

**The President of India,
Acting through the Chief Electrical Engineer(C)
S.E.C. Railway, Bilaspur.**

Sir,

I/We _____ have read the various conditions to tender attached hereto and hereby 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 the same and in default thereof, I/We will be liable for forfeiture of my/our "Bid Security." I/We offer to do the work for "Electrical general construction work in connection with (i) Replacement of PI by EI at Kumhari and Sarona, (ii) Construction of Y-Link line from Durg direction line to Dallirajhara line at Maroda Yard and (iii) construction of EI building-01 no. & end goomty-04 nos. between DLBS-Durg; in Raipur division over S.E.C. Railway" at the rates quoted in the attached bill(s) of quantities and hereby bind myself/ourselves to complete the work in all respects within **12 months** from the date of issue of letter of acceptance of the tender.

1. 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, Schedule of Rates with all correction slips up-to-date for the present contract.
2. A Bid Security of **Rs. 5,29,000/-** 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

3. 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
4. We are a Labour Cooperative Society and our Registration No. is with and hence required to deposit only 50% of Bid Security.
5. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.

Signature of Tenderer(s)

Date : _____

Address of the Tenderer(s)

CHAPTER – IV
CERTIFICATE OF FAMILIARISATION
(To be submitted along with the offer)

Name of the work:- "Electrical general construction work in connection with (i) Replacement of PI by EI at Kumhari and Sarona, (ii) Construction of Y-Link line from Durg direction line to Dallirajhara line at Maroda Yard and (iii) construction of EI building-01 no. & end goomty-04 nos. between DLBS-Durg; in Raipur division over S.E.C. Railway"

I/We hereby solemnly declare that I/We have visited the site of above work and have familiarised myself/ourselves of the working conditions there in all respects and in particular the following:-

- (a) The area and the constraints therein.
- (b) Availability of Service/approach passage.
- (c) Soil Conditions at Site of the Work.
- (d) Sources and Availability of construction materials like good earth, blanketing materials sand, aggregate etc.
- (e) Rates & availability for Construction Materials.
- (f) Availability of Local Labour Skilled/Unskilled and the Prevailing Labour Rates.
- (g) Availability of Water & Electricity.
- (h) Availability of Space for Putting- up Labour Camps, Offices, Store Go down, Engineering Yard etc.
- (i) Likely site constraints in collecting materials and the working constraints etc.
- (j) Existing Road Network (Highways or Other Type) and Availability of Service Roads etc.

Signature of Tenderer(s)

CHAPTER –V**SPECIAL CONDITIONS OF CONTRACT (PART I)****1. General:**

The following documents (including addendum slips, Correction slips, Corrigendum slips issued upto date of opening of the tender) shall govern the works under this contract, in addition to and /or in part suppression of the SSOR – 2010 of South East Central Railway & Indian Railways Standard General Conditions of Contract published in **April-2022**. In a tender/contract, in case of any difference, contradiction, discrepancy, with regard to Conditions of tender/contract, Specifications, Drawings, Bill of quantities etc., forming part of the tender/contract, following shall be the order of precedence:

1. Letter of Award.
2. Bill (s) of quantities.
3. Special conditions of contract.
4. Technical Specifications as given in tender documents.
5. Drawing.
6. Indian Railways Standard General Conditions of Contract updated with correction slip issued upto date of inviting tender or as otherwise specified in the Tender Documents.
7. Indian Railways Unified Standard Specification (IRUSS-2019) updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.
8. CPWD Specifications 2019 Vol I & II updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.
9. Indian Railways Unified Standard Specifications (Works and Material) 2010 updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.
10. IR Specifications/Guidelines updated with correction slips issued upto date of inviting tender or as otherwise specified in the Tender Documents.
11. Relevant B.I.S. Codes updated with correction slips issued upto date of inviting tender or as otherwise specified in the Tender Documents.

In case of conflict between provisions of RDSO/CORE/IS specifications, the precedence will be in the same order. Any specifications/conditions stated by the Tenderer(s) in the covering letter submitted by him along with the tender shall be deemed to be a part of the contract only to such an extent as has been expressly accepted by the Railway.

In case of any ambiguity, the decision of Chief Electrical Engineer/ Con/ South East Central Railway/ Bilaspur or Chief Administrative Officer (Con)/South East Central Railway/Bilaspur (if accepted by him or above) shall be final & binding.

2. All measurements, methods of measurements, meaning and item of specifications and interpretation of Special Conditions of Contract made by the Engineer on behalf of the Railway shall be final and binding and shall be considered as “Excepted matters” in terms of clause No.63 Part-II of Indian Railway Standard GCC published in **April-2022**.

3. Change of address:

Every tenderer shall state in the tender, his postal address fully and clearly along with Mobile No., Fax No., E-mail address etc. invariably. Any communication sent to the tenderer by post at his said address shall be deemed to have reached the tenderer duly and in time notwithstanding the fact that the communication did not reach the tenderer at all or in time for the reasons whatsoever.

Any change in the address of the Contractor, shall be forthwith intimated in writing to Engineer-in-Charge well in advance so that there should not be any communication problem. The Railway will not be responsible for any loss or inconvenience suffered by the Contractor on account of his failure to comply with this.

Important document shall be sent by Registered post.

4. Office communication:

The contractor shall maintain Mobile number, a Fax machine and a telephone connection in his office, in working condition, throughout the currency of the contract, through which the Railways may be able to pass on any instructions to him. In case of any change, the tenderer(s) shall advise their Mobile and Fax number to Railways.

As a measure to improve quality and progress of work, mobile communication should be available with the contractor's site engineer so that he can be contacted by railway.

5. Cancellation of document :

The cancellation/change of any document such as power of attorney, partnership deed etc., shall forthwith be communicated by the Contractor to the Railway in writing failing which, Railway will have no responsibility or liability for any action on the strength of said document.

6. Deployment of plant and machinery :

The deployment of plant and machinery including moving machines shall be such as not to infringe or cause damage to Railway track or any other Government or private properties. Operation of such equipment involving infringement to moving dimensions prescribed in the Schedule of Dimensions of the Railway shall not be undertaken without the prior approval of the Engineer. Contractor/s shall be wholly responsible for any loss or damage resulting from violation of this clause.

7. Damages By Accidents/Rain/Flood/Cyclones/Earthquake Etc.:

- (a) The contractor(s) shall take all precautions against damages from accidents, rain, floods, cyclone, earthquake or tides etc. No compensation shall be allowed to the contractor for his tools, Plants, materials, machines other equipment lost or damaged by any cause whatsoever. The contractor(s) shall make good the damages to any structure, plant or materials of every description belonging to the Railway Administration, lost or damaged by any cause during the course of construction work. Contractors are solely responsible for safety and security of his all resources and have to arrange to same in case any loss or damage so as to adhere to the program of completion of the work. Neither party shall by reason of such event be entitled to terminate the contract.
- (b) The Railway Administration will not be liable to pay the contractor any charges for rectification or repairs that may have occurred from any cause whatsoever, to any part of the new structures during currency of contract. No claims in this regard will be arbitral.

8. Working in Electrified Territories :-

The contractor has to take all precautions required to be taken for working in the electrified territories. Railways will not be responsible for any loss to life of Contractor's workmen. In case of any mishap, the decision of the Railway will be final & the agency has to bear the cost of the damages for which it is held responsible by the Railways.

9. Safety at Worksite

The contractors have to make their own arrangements, in railway premises or as required anywhere, for providing barricading/protection arrangements/precautionary measures required for safety & protection of their labour, tools, plants and machineries during their movement/ operation/ maintenance/ upkeep/ storage, as well as of the trains/road traffic nearby against any mishap due to any reason.

10. Work during Emergent situations

In case of emergency, such as in the event of any accident or failure of contractor for completion or maintenance of the works which is in the opinion of the Engineer requires immediate attention, the Railway may bring its own workmen or other agency to execute such work or part of the necessary work or carry out repairs, if the Engineer considers that the Contractor/s is/are not in a position to do so in time and charge the cost thereof to the contractor(s), as shall be determined by the Engineer-in-charge to the Contractor.

11. Night work

The Contractor shall not carry out any work between sun-set and sun-rise without the previous permission of the Engineer. However, if the Engineer is satisfied that the work is not likely to be completed in time except by resorting to night work, he may order the same without confirming any right on the Contractor for claiming any extra payment for the same.

The Contractor at his own cost shall make all arrangements including adequate lighting in this connection. He will be responsible for safety and security of the labour and equipments and take all precautions for the same.

12. Service Roads :

The Contractor(s) will be permitted to make use of the service roads already existing in the possession of the Railway. All service roads required by the contractor within or outside Railway boundary shall be constructed by the Contractor at his own risk and cost and all these roads shall be maintained by the Contractor at his own cost. The Railway reserves the right to make use of the service roads as and when necessary without any additional payment to the Contractor. All approaches to take the tools and plants to the site of work/river bed shall be made by the Contractor(s) and no extra payment will be made for this.

13. Recovery of water charges:

The contractor shall be responsible for the arrangements to obtain supply of water necessary for the work. In case the Railway arrange supply of water, the cost will be recovered at the rate of Rs.2/- (Rupees Two only) per 4546 liters (1000 gallons) subject to the conditions stipulated in **Clause -31 of the Indian Railway Standard General Conditions of the Contract, April-2022**. In the event of water being used from Railway well/other source either in use or abandoned recovery at the rate of Rs.2/- per 4546 liters (1000 gallons) will be made.

14. Electricity: (As per GCC April-2022 Clause No. 31.(4) Part-II)

(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.

Note:- If required by Contractor/s, the Railway Administration may give required assistance in recommending to State Electricity Board for giving necessary electric connection to the Contractor for execution of works.

15. Loss of Work Orders:

If the original work order issued to the contractor is lost by him for any reason whatsoever and the Contractor demands for supply of a duplicate of the same, a penal levy of Rs.100/- (Hundred only) for each work order shall be imposed on him for the issue of a duplicate copy.

16. (a) Income Tax Deduction :

In respect of works, the contract value of, which is more than Rs.10,000/- each, a deduction of 2% and cess if any at the extant rate on the gross payment from each of the Contractor's bills shall be made in terms of section 194(e) of the Income Tax Act of 1961 & 1991.

(b) GST: The contractor shall get himself registered with appropriate Authority for the purpose of Goods & Service Tax as the case may be and submit the proof of such registration for the Information of Railway.

The Tax at the prescribed percentages will be deducted from contractor's bills as per the respective State Government acts.

17. Provision of Efficient and Competent staff at Work Sites by the Contractor:

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

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

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

the contract under Clause 62 Indian Railway **Standard General Conditions of Contract published in April-2022.**

18. Hire of Railway's Plant & Machinery

It would be clearly understood that it is entirely the Contractor's responsibility and liability to procure all the machinery, tools and plants, and their spare parts that are required for the efficient and methodical execution of the work. Delay in procurement of such items due to their non-availability or due to difficulty in importing or any other causes whatsoever, will not be taken as an excuse for slow or non performance of work.

The Railway may at their discretion give on hire to the Contractor any plant as considered necessary by the engineer, if available with Railway. However it does not guarantee hiring any machinery and it shall not entertain any claim or compensation due to Railways inability to supply any plant/machinery or the condition of the railway's plant/machinery supplied on hire shall not be taken as an excuse for slow progress or for non-performance of the work.

19. Hire charges of Plant & Machinery :

The railway administration shall charge the contractor for the hire of machinery and plant supplied to him. The rate of hire charge for the plant and machinery given by the railway will be evaluated by the Railway Administration and intimated to the contractor in advance.

20. Running expenses

Running expenses including fuel, lubricant and other stores and labour if any supplied by the Railway will also be paid for by the contractor at rates to be determined by the Railway. The contractor should make his own arrangement for taking delivery of fuel, lubricant and other stores, transporting the same to site of work and storing or use as per prescribed rules. In case of such supply of fuel, lubricant and other stores the actual cost plus 7% (for storing etc) increased by 12% for supervision charges and for the labour supplied, the actual pay and allowances granted to the Railway servant with additional percentage charges laid down in Para 258 of the Indian Railway Establishment code volume- II plus 12% supervision charges shall be charged. Recoveries on this account will be made from the contractor's running bills. It must be noted that no claims will lie with the Railway for its liability to supply fuel, lubricant and other stores aforesaid for late supply.

21. Right to Recall

The Railway shall reserve to itself the right to recall any plant/machinery without assigning any reasons by giving one month's notice or at any time without notice in the event of its being required by the Railway for an unforeseen emergency. In either case, the Railway shall not be liable to pay any compensation to hirer for the loss that may be caused by the withdrawal of the plant.

22. Statutory Certificate Etc.

While the machine(s) is/are in the possession of the contractor(s), he/they shall be responsible for seeing that any inspection certificate or license required under any Government Act is obtained in due time. The contractor shall also be responsible for seeing that all required precautions are observed in using the plant as well, and he shall be responsible for any accident that may occur from the use of the plant.

23. Storage of Railway Materials

The Contractor shall make his own arrangements at the site of work for the safe storage and custody of Railway material issued to him. Such Railway materials issued to the Contractor and stored at the site of work shall be open for inspection by the Engineer-in-charge or his representative at all times.

Released materials such as boulders from existing pitching, if dismantled, trees if cut, etc will be Railways property. The materials have to deposited at the nearest Railway store depot/Railway station or as desired by the Engineer-in-Charge and payment for leading/transportation will be made as per SSOR -2010. No extra rates for cutting trees or jungle clearance will be paid. Weighment arrangements will have to be made by the contractor and the cost of such weighment is deemed to have been included in the rates.

24. Maintenance of work & Maintenance Period:

(a) Maintenance of Works:(As Per Clause – 47 of the Indian Railway Standard General conditions of the contract April-2022) The Contractor shall at all times during the progress and continuance of the works and also for the period of maintenance specified in the Tender Form after the date of issue of the certificate of completion by the Engineer or any other earlier date subsequent to the completion of the works that may be fixed by the Engineer, be responsible for and effectively maintain and uphold in good substantial, sound and perfect condition all and every part of the works and shall make good from time to time and at all times as often as the Engineer shall require, any damage or defect that may during the above period arise in or be discovered or be in any way connected with the works, provided that such damage or defect is not directly caused by errors in the contract documents, act of providence or insurrection or civil riot, and the Contractor shall be liable for and shall pay and make good to the Railway or other persons legally entitled thereto whenever required by the Engineer so to do, all losses, damages, costs and expenses they or any of them may incur or be put or be liable to by reasons or in consequence of the operations of the Contractor or of his failure in any respect.

(b) Maintenance Period: The maintenance period subject to the conditions stipulated in **Clause – 47 of the Indian Railway Standard General conditions of the contract April-2022** shall be 1 Year (12 months)from the date of completion of work.

25. RDSO/ CORE/ CEE(SECR) /IS SPECIFICATIONS:

Wherever any reference to Code, specification etc. Is made in this document, it shall be taken as a reference to the version issued upto the date of publication of Tender Notice. If any other version of the code or specification is to made applicable for any item(s), the rates for that item(s) shall be mutually negotiated.

26. TREE CUTTING:

If the section passes through forest land, the contractor or his labour is prohibited to cut the trees for the purpose of firewood or for any other purpose. Cutting of trees as required under the items of works indicated in the tender schedules may be carried out strictly as directed by the Engineer or his representative of the work. Unauthorised felling of trees will result in prosecution and imprisonment. It is the contractor's responsibility to cause no damage to the forest growth and any fuel required by the Contractor for his own use or for the use by his labourers, or for the work shall be arranged by the Contractor at his

own cost. The Contractor shall take this aspect into consideration while quoting the rates against the tender.

27. APPROVAL OF SAMPLES OF MATERIAL:

All materials to be used in the work by the Contractor shall be subject to the prior approval of the Engineer-in-charge of the work. Contractor shall submit samples of materials to be used to work.

28. MODE OF PAYMENT FOR RUNNING/FINAL BILLS:

All the payments will be made through Electronic Fund Transfer/DD/Remote pay out by State Bank of India or as decided by the Railway Administration.

29. ROYALTY CLEARANCE CERTIFICATE:

Payment of final bills for materials supplied /or for works done with materials collected from outside Railway shall be subject to submission of a royalty clearance Certificate by the contractors from concerned Civil Authorities. However, Railway may ask for such royalty clearance certificates any time during the currency of the Agreement. If royalty clearance certificate is not submitted at the time of preparation of bills, the royalty shall be deducted and shall be refunded after production of royalty clearance certificate in original from State Government.

30. SECURITY DEPOSIT:(As per GCC April-2022 Clause No. 16.1 Part-II)

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.

30.1(i) Refund of Security deposit:(As per GCC April-2022 Clause No.16.2 Part-II)

Security Deposit mentioned in **clause 31.1** above shall be returned to the Contractor after the following:

- (a) Final Payment of the Contract as per clause 51.(1) **(of Indian Railways Standard General Conditions of Contract April-2022) and**
- (b) Execution of Final Supplementary Agreement or Certification by Engineer that Railway has No Claim on Contractor **and**
- (c) Maintenance Certificate Issued, on expiry of the maintenance period as per clause 50.(1) **(of Indian Railways Standard General Conditions of Contract, April-2022),** In case applicable

30.2 (ii) Forfeiture of Security Deposit: Whenever the contract is rescinded as a whole under clause 62 (1) of these condition (Indian Railways Standard **General Conditions of Contract, April-2022,**) the Security Deposit already with railways under the contract shall be forfeited. However, in case the contract is rescinded in part or parts under clause 62 (1) of these condition (Indian Railways Standard **General Conditions of Contract, April-2022,**) the Security Deposit shall not be forfeited.

30.3 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 **Indian Railways Standard General Conditions of Contract, April-2022** of this clause will be payable with interest accrued thereon. **(As per GCC April-2022 Clause No. 16.3 Part-II)**

31. Performance Guarantee: (As per GCC April-2022 Clause No. 16.(4) Part-II and Advance Correction Slip No. 9 to Indian Railways Standard General Condition of Contract, April 2022) and (Advance Correction Slip No. 11 to Indian Railways Standard General Conditions of Contract, April-2022)

The procedure for obtaining Performance Guarantee is outlined below:

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

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

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

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

- (i) A deposit of Cash;
- (ii) Irrevocable Bank Guarantee;
- (iii) Insurance Surety Bond as per Annexure-XVII of Advance Correction Slip No. 9 to Indian Railways Standard General Condition of Contract, April 2022 and Annexure XIII of Tender document ;

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;
 - (V) 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/Con/SECR**(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 in addition to forfeiture of Security Deposit available with railway.
- (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.**(As per GCC April-2022).**
- (h) If the tender is accepted on the quoted rates of bidder which is below the advertised tender value, an additional performance security shall be submitted by the bidder as below:

Bid quoted in % of advertised cost	Additional Performance Guarantee (%)
Below 0 – 5% (inclusive)	Nil
Below 5%	5%

Note:Format of the Bank Guarantee is enclosed as Annexure-I and Insurance Surety Bond for Performance Security as Annexure-XIII of the tender document.

32. GST in Works Contract:

The contractor shall get himself registered with appropriate Authority for the purpose of Goods & Service Tax as the case may be and submit the proof of such registration for the information of Railway.

The Tax at the prescribed percentages will be deducted from contractor's bills as per the respective State Government acts.

33. Application for Extension of time of completion

If contractor fails to apply for extension of time on valid and reasonable grounds as acceptable to the railway after expiry of the date of completion/ extended date of completion, in such situation, Railway reserves the right to terminate the contract agreement without issuing seven days and forty eight hours. It may be noted that for non-fulfilment of the contract the railways reserve the right to claim the damages under clause 62 of GCC in addition to any other rights available to it under law.

34. Signing of “No Claim” Certificate (As per GCC April-2022 Clause No. 43.(2) Part-II)

The contractor(s) shall not be entitled to make any claim whatsoever against the Railway under or by virtue of or arising out of this contract, nor shall the Railway entertain or consider any such claim, if made by the contractor/s after he/they would have signed a 'No Claim Certificate' in favour of the Railway, in such form as shall be required by the Railway/s after the works are finally measured up. The contractor/s shall be debarred from disputing the correctness of the items covered by 'No Claim Certificate' or demanding a reference to arbitration, in respect thereof.

35. Following should be complied under this contract:

- (i) Payment to the contract labourers should be made through bank/cheque.
- (ii) Identity Card should be issued to all contract workers.
- (iii) Necessary step should be taken to deduct Provident Fund from the payment made to the contract labour and ensure that the same is credited to their Provident Fund Account.
- iv) Medical facilities from ESI, if applicable.

36. Occupation and Use of Land: No land belonging to or in the possession of the Railway shall be occupied by the Contractor without the permission of the Railway. The Contractor shall not use, or allow to be used the site for any purposes other than that of executing the works. Whenever non-railway bodies/persons are permitted to use railway premises with competent authority's approval, conservancy charges as applicable from time to time may be levied. **(As per Clause No. 6 of Indian Railway Standard GCC- April-2022, Part-II).**

37. Reporting of Accidents: The Contractor shall be responsible for the safety of all employees directly or through petty Contractors or sub-contractor employed by him on the works and shall report serious accidents to any of them however and wherever occurring on the works to the Engineer or the Engineers Representative and shall make every arrangements to render all possible assistance. **(As per Clause No. 56 of Indian Railway Standard GCC- April-2022, Part-II).**

38. Provision of Workmen's Compensation Act: In every case in which by virtue of the provisions of Section 12 Sub-Section (1) of the Workmen's Compensation Act 1923, Railway is obliged to pay compensation to a workman directly or through petty Contractor or subcontractor employed by the Contractor in executing the work, Railway will recover from the Contractor the amount of the compensation so paid, and, without prejudice to the rights of Railway under Section 12 Sub-section (2) of the said Act, Railway shall be at liberty to recover such amount or any part thereof from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India. Railway shall not be bound to contest any claim made against it under Section 12 Sub-Section (1) of the said Act except on the written request of the Contractor and upon his giving to Railway full security for all costs for which Railway might become liable in consequence of contesting such claim. **(As per Clause No. 57 of Indian Railway Standard GCC- April-2022, Part-II).**

39. Certificate of completion of Works: As soon as in the opinion of the Engineer, the work has been completed and has satisfactorily passed any final test or tests that may be prescribed, the Engineer shall issue a certificate of completion duly indicating the date of completion in respect of the work and the period of maintenance of the work shall commence from the date of completion mentioned in such certificate. The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the Contractor and that there is no due from the Contractor to Railways against the contract concerned.

The Engineer may also issue such a certificate indicating date of completion with respect to any part of the work (before the completion of the whole of work), which has been both completed to the satisfaction of the Engineer and occupied or used by the Railway. When any such certificate is given in respect of part of a work, such part shall be considered as completed and the period of maintenance of such part shall commence from the date of completion mentioned in the completion certificate issued for that part of the work. **As per Clause No. 48(1) of Indian Railway Standard GCC- April-2022, Part-II)**

40. Special Conditions:

If any disputes arises during or after execution of work, the same shall be settled under jurisdiction of District court of Bilaspur/Commercial court of Chhattisgarh state at Raipur or high court of Chhattisgarh, Bilaspur.

CHAPTER – VI

SPECIAL CONDITIONS OF CONTRACT (PART - II)

SN	Detail	Special Condition
1	<u>PREPARATION & SUPPLY OF DESIGNS & DRAWINGS</u>	The contractor shall submit the proposed drawings of site and equipments (such as schematic / line/ circuit diagrams, equipment layout erection & construction, cable layout, panel, earthing, etc) for approval of Railway. Standard Drawings of equipment's or works at site, only if is available with the department, will be supplied to the contractor free of cost.
2	<u>Specifications and standard drawings</u>	It is understood that the tenderer/ contractor bidding for this tender are having sufficient experience and knowledge about the specifications and drawings required for execution of this work However, if any information regarding specifications and drawings, is required, in addition to what has already been included in this tender document, it may be purchased by the tenderer/ contractor from the office of Chief Electrical Engineer, Construction, Bilaspur, if available or his authorized/ nominated representatives or from the authorized offices of the CORE/ RDSO/division, as the case may be on payment of prevailing rates/ charges.
3	<u>Materials</u>	<p><u>Procurement of Stores.</u></p> <ol style="list-style-type: none"> All materials should be ISI/BIS marked or as per the manufacturer/brand mentioned in the Tender documents. Major items like Transformer, breakers or others as decided by Dy.CEE/Con/Raipur to be supplied by the contractor have to be duly inspected by RITES or a competent Railway authority nominated by Dy.CEE/ConRaipur. The RITES inspection shall be arranged by the contractor and the cost for the inspection by RITES shall be borne by the contractor. No payment for materials will be made unless the inspection certificate has been submitted along with supplier's original challan. Materials got inspected at manufacturer's premises, may be rejected at the time of receiving of the material at store/site, if the same is not found as per the specification/requirement. Item to be supplied should have prior approval of sample and of ISI marks, if any exist. For execution of work, in case any minor item is not covered in scope of work and schedule, the contractor shall provide himself for completing the job. All the works of electrical wiring installations shall be carried out in accordance with the specification and shall comply with regulations of Indian Electricity act and rule. During the supply of materials any deviations/ non-availability of materials may occur. Dy. CEE(C)/ Raipur will be the final authority to change the required specifications of materials :- <ol style="list-style-type: none"> Indian standard code of practice for electrical wiring, installation (System voltage not exceeding 650 volts IS-732-89, 3rd Revision). The Indian electricity act and all rules framed therein. <p><u>Time schedule for supply of materials</u></p> <p>The drawing and required materials shall be supplied as per site requirement or as per instruction of site in charge.</p> <p><u>Deposition of stores.</u></p> <p>All items shall be handed over to SSE/EL/Con/Store/BIA (As per the type of material) at his nominated/ Site Stores depot (constructed and maintained by the contractor at his own cost). The materials from these stores/ depots shall be drawn by the contractor as per site requirement.</p> <p>Note: The Site stores depot of contractor shall be operated as per clause of the tender document meant for the purpose.</p> <p><u>Transportation of Stores.</u></p> <p>Transportation of all materials i.e. Railway supply materials, scheduled materials and released materials have to be arranged by the contractor. The payment of transportation shall be made by the contractor himself unless otherwise specified in tender schedule.</p> <p><u>Supply of stores by Railways.</u></p> <p>Railways have the right to Supply any item if available with the railway either as "loan" or as "issue" even though it is covered under the scope of Supply by the contractor. The quantities supplied as "issue" will be reduced from the scope of Supply accordingly. The contractor will have to return the loan materials within the stipulated period as given in this tender document.</p>

	<p><u>Availability of materials.</u></p> <p>All tools, plants and materials required for execution of work at the site, at the desired place shall be physically made available in time, at the work-site, whenever required.</p>	
4	<p><u>Execution of Work</u></p>	
	a) Plan for execution	<p>The tenderer should submit along with his offer/ tender, a plan (Bar Chart, etc.) for execution of the work, so as to complete the job in the specified completion period.</p> <p>During execution of the work, the contractor shall provide weekly plans and daily progress reports.</p>
	b) Lighting Arrangements	<p>Contractor will have to arrange for adequate lighting for night working, if any, for which no payments will be made.</p> <p>However, lighting arrangements made by the contractor during NI if any, shall be paid separately as per the schedule.</p>
	c) Minimum Staff	<p>So as to complete the project within the targeted period, the contractor shall depute/ provide/ engage adequate man-power at site for the various works, some of which are given below :-</p> <ul style="list-style-type: none"> Foundation works, Erection/ Modification of HT/LT works, Other Civil/ Electrical/ Power Supply Works, Material handling, transportation, shifting and storage, Handling of T&P as well as M&P, Maintenance of Work establishments, Other Electrical General works <p>A Site Register should be maintained by the contractor at site which shall indicate the following data at nominated page in the standard format (or as advised by the site-in-charge): -</p> <ol style="list-style-type: none"> 1. Daily progress record 2. Availability of staff and their deployment as well as materials, M&P and/or T&P at site. 3. Obstruction details 4. Cement quality and consumption details. <p>The Site register shall be daily signed by the representatives of the Railways and the Contractor. Any other register as desired by the site-in-charge, shall also have to be prepared and maintained.</p>
	d) Working shifts	<p>Staff shall be normally be required and deputed to work in two shifts.</p> <p>However, the shift timings shall be decided by the railway's representative.</p> <p>In case of emergencies, the staff may be required to work in odd hours as well for which the Contractor shall indemnify the railway administration against any claims.</p>

	e) Tools and plants	<p>All Equipment's like tools, tackles, materials handling equipment, rope, steel wire ropes, lifting tackles, crane(s), etc., as required for successful execution and completion of this work, shall have to be arranged by the Contractor at his own cost.</p> <table border="1"> <thead> <tr> <th>Sr. No.</th><th>Description of Equipment's</th><th>Quantity</th></tr> </thead> <tbody> <tr> <td>1.</td><td>Ladder (Aluminum) 16- 22 Feet</td><td>4</td></tr> <tr> <td>2.</td><td>Megger 250/500V:</td><td>1</td></tr> <tr> <td>3.</td><td>Megger 5KV</td><td>1</td></tr> <tr> <td>4.</td><td>Clip on meter</td><td>1</td></tr> <tr> <td>5.</td><td>Earth Tester</td><td>1</td></tr> <tr> <td>6.</td><td>Tirfer with auto clamp of required capacity</td><td>2</td></tr> <tr> <td>7.</td><td>Chain pulley</td><td>2</td></tr> <tr> <td>8.</td><td>Rope</td><td>4</td></tr> <tr> <td>9.</td><td>Other required T&Ps.</td><td>4</td></tr> </tbody> </table> <p>All materials like above and including tools, tackles, materials handling equipment, rope, lifting tackles, crane etc., as required for this work shall have to be arranged by the Contractor at his own cost for successful completion of work.</p> <p>If the contractor fails to produce any certificate regarding availability of the above listed materials/tools/tackles, in his capacity, then the Railway administration reserves the right to reject his tender.</p> <p>The contractor should submit Form No. 5 duly incorporating above mentioned tools & plants invariably.</p>	Sr. No.	Description of Equipment's	Quantity	1.	Ladder (Aluminum) 16- 22 Feet	4	2.	Megger 250/500V:	1	3.	Megger 5KV	1	4.	Clip on meter	1	5.	Earth Tester	1	6.	Tirfer with auto clamp of required capacity	2	7.	Chain pulley	2	8.	Rope	4	9.	Other required T&Ps.	4
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	f) Shut down Working	Any work falling under Shut down will be determined by the Railway Engineer and the Shutdown will be arranged by the Railway Supervisor. The contractor has to work with minimum Shut down as decided by the railway and penalty may be imposed to the contractor for exceeding of the arranged Shut down in a particular type of work.																														
	g) Drilling of holes in rails	While drilling holes on the Web of the non-track circuited Rails for providing all type of Traction bonds, Gas Cutter shall not under any circumstances be used. Ratchet Hand / Electric driven with 17.50 mm Drill bit shall only be used for drilling holes on the Rails.																														
	h) Delays and penalties	Penalty as decided by Railway Administration can be imposed for any delay or non completion of work as detailed in the plan for execution of job or non supply of materials by the tenderer/ contractor in time																														
	i) Co-ordination with Electricity Board/Utility Provider	The contractor has to deploy efficient personnel for co-ordination with electricity board as and when required like for taking shutdown, approaching CSEB/Utility offices for any formalities/compliance for power line modification works. In addition to this, contractor has to make necessary logistic/other conveniences for Railways officials to visit CSEB /Utility offices for such co-ordination if need is arisen.																														
	j) Hand over to CSEB/Utility Provider	Contractor has to ensure that execution work is also according to instruction of CSEB/Utility authorized officials and their points/remarks must be complied for smooth handover of modified power lines to concerned Electricity Board.																														
5	Site office communication	Contractor has to arrange communication facilities (Wherever available) to his site in-charge at his site-office, for daily progress monitoring. A penalty of Rs. 2000/- per month may be imposed for non-providing of the same.																														
6	Tests	The cost incurred in carrying out Cube tests, if applicable for the sample of cement concrete foundation, shall be borne by the contractor. Any power cable, jointing kit or other item to be erected is to be tested before erection and report is to be submitted to Railways.																														
7	Deployment of Qualified Engineers at Work Sites by the Contractor	<p>The qualified Engineer shall be deployed at site by the contractor in accordance with Clause 26 A of the Indian Railway Standard GCC – April-2022., excerpts of which are reproduced below:-</p> <p style="padding-left: 40px;">26A.1 The Contractor shall also employ qualified Graduate Engineer(s) or equivalent, or qualified Diploma Engineer(s), as prescribed in the tender documents.</p>																														

		<p>26A.2 In case the Contractor fails to employ the Engineer, as aforesaid in Para 26A.1, he shall be liable to pay liquidated damages at the rates, as prescribed in the tender documents.</p> <p>26A.3 No. of qualified Engineers required to be deployed by the Contractor for various activities contained in the works contract shall be specified in the tender documents as 'Special Condition of Contract'</p> <p>In terms of provisions of new Clause 26 A.1 to the General Conditions of Contract (GCC), for the instant work contractor shall also employ following Qualified Engineers during execution of the allotted work.</p> <p>i. One Qualified Graduate Engineer when cost of work to be executed, is Rs.200 Lakh and above, and</p> <p>ii. One Qualified Diploma Holder Engineer when cost of work to be executed is more than Rs. 25 Lakh, but less than Rs.200 Lakh.</p> <p>Further, in case the contractor fails to employ the Qualified Engineer, as aforesaid in above para (i) & (ii), he, in terms of provisions of Clause 26 A.2 to the General Conditions of Contract, shall be liable to pay an amount of Rs.40,000/- (Rupees Forty Thousand only) and Rs. 25,000/- (Rupees Twenty Five Thousand only) for each month or part thereof for the default period for the provisions, as contained in Para (i) and (ii) above respectively</p>
8.		Vehicles and equipment of contractors may be drafted by Railway Administration in case of accidents/natural calamities involving human lives/disaster management purpose. Payment for the above items may be made to the Contractor as non-schedule item of work.
9.		In case there is any conflict between the special conditions of contract and General Conditions of contract of this railway or any other terms and conditions mentioned in this tender document, then the special conditions of contract shall prevail.

NOTE :

1. Vehicles and equipment of contractors can be drafted by Railway Administration in case of accidents/natural calamities involving human lives/ disaster management purpose. Payment for the above items shall be made to the Contractor as non-schedule item of work.
2. In case there is any conflict between the special conditions of contract and General Conditions of contract of this railway or any other terms and conditions mentioned in this tender document, then the special conditions of contract shall prevail.
3. Tree branches to be trimmed/cut which are infringing to OHE without any extra payments.
4. Relevant drawings for SWR, APPENDIX-G, EIG should be supplied by contractor. EIG file should be prepared by contractor.
5. The contractor shall strictly follow the priority & requirement of Railway, regarding the location wise commencement and completion of the work including the supply of materials. Any disputes (if arises during the work execution) shall be resolved under the jurisdiction.

CHAPTER – VII**SPECIAL CONDITIONS OF CONTRACT (PART-III)****1. ALTERNATIVE PROPOSALS**

Should the tenderer have alternative proposals for arrangement design & Specification which the tenderer considers would reduce the cost of the installation, improve the performance and reliability he should incorporate them in the tender for consideration by the purchaser.

He shall clearly indicate the technical and financial advantage which would accrue to the purchaser for such alternative proposals suggested by him. Such proposals, shall however be given without any loss of generality of the specification and drawing obtained herein.

2. RATES

The tenderer(s) should quote only the rates in percentage (ABOVE / BELOW) in fig as well as in words for the items given in complete schedule of prices. In case of ambiguity in quoted rates between figures and words, rates quoted in word will only be considered.

In case the tenderer do not clearly indicate whether his quoted rate is 'above' or 'below' the departmental value for any schedule, then that rate shall be considered as "above" on the departmental value Any tender received with different percentage for different items of the schedule stands summarily rejected.

Note:

The quantities shown in the attached Bill(s) of Quantities are given as a guide and are approximate only and are subject to variation according to the needs of the Railway. The Railway does not guarantee work under each item of the Bill(s) of Quantities. The tenderer(s) shall quote rates / rebates only at specified place in Tender Form supplied by Railway. Any revision of rates / rebates submitted (quoted) through a separate letter whether enclosed with the bid (Tender Form) or submitted separately or mentioned elsewhere in the document other than specified place shall be summarily ignored and will not be considered. **(As per GCC April-2022 Clause No. 3 of second Sheet of Annexure-I Part-I)**

"CONDITIONAL OFFERS WILL BE SUMMARILY REJECTED."

3. LICENCE AND ELELCTRICAL CONTRACTORS CERTIFICATE

Along with tender document, the tenderer shall have to submit valid **ELECTRICALCONTRACTOR'S LICENCE** issued by the Government in favour of the Contractor to execute the work and valid Electrical Supervisory Certificate to supervise the Electrical works. Alternately, the firm must be a Registered Company under State/Central Government for carrying out business in Electrical Construction work.

4. RESULTS OF TENDER

The acceptance of the tender will rest with Chief Electrical Engineer,(Con) SECR, Bilaspur & Chief Administrative officer /CON/ SECR, Bilaspur for and on behalf of the President of India (or their authorized representatives) who reserves the right to decide the tender amongst more than one tenderer, if deemed necessary, and also to reject any or all tenders received without assigning any reasons and does not bind himself to accept the lowest or any tender.

It shall be deemed that by submitting the Tender, the Tenderer agrees and the Railway, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

5. TIME SCHEULE AND PROGRAMME

The Contractor shall strictly follow the time schedule for all works under this as mentioned in the tender notice if the contractor fails to execute the work completely within the time specified or during period of extensions thereof, Railway Administration is entitled to recover from the Contractor a sum of half percent of the price of that portion of the work not completed by the due date for each and every week or part of the week taken extra by the contractor to complete the work. The amount of damages recovered shall in no case exceed 10% of the value of the contract.

If such a failure as aforesaid shall have arisen from any cause which the purchaser may admit as being a reasonable ground for extension of time, the purchaser shall allow such additional time as he may in his absolute discretion consider to be reasonably justified by the circumstances of the case. If the competent authority deems fit, he may impose a token penalty subject to the merit of the case.

6. TERMINATION OF CONTRACT.

Notwithstanding the provisions under other papers the Railway Administration may at any time by a notice in writing summarily terminate the contract without liability to pay any compensation to the contractor in respect thereof in any of the following event.

INSOLVENCY.

The contractor being an individual or a firm any partner in the Contractor's firm shall at any time be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for liquidation on composition under any law relating to insolvency for time being enforce or make any conveyance or assignment of his assets or enter into any arrangements or composition with his Creditors or suspend payment or is the firm be dissolved under the partnership Act.

LIQUIDATION.

If the contractor being company shall pass a resolution or the court shall make an order for the liquidation of its affairs or a receivers or a Manager on behalf of debenture holders shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or Manager.

BREACH OF CONTRACT.

If the contractor commits any breach of this contract not herein specifically provided always that such termination shall not prejudice any right of action or remedy which shall have accrued or accrue thereafter to the Railway administration and provided also that the contractor shall be liable to the purchase any extra expenditure which the Railway administration is thereby put to but shall not be entitled to any gain on repurchase in the event of such termination without prejudice to the other right and remedies of the Railway administration including the rights for forfeiting the security deposit, the Railway administration shall be entitled to have the work or the undone portion thereof

performed, executed and/or carried out by any other Agency at the cost and risk of the contractor liable for reimbursement in the event of any loss on this account.

EXCEPTIONS –Termination of contract will not arise in case of voluntary liquidation meant for alternation or reorganization provided with the newly formed company takes over the fully responsibility and liabilities of the liquidated firm and it is acceptable to the Railway Administration. Termination of contract under this Para will not arise in case of breaches or defects of a minor nature. The CEE (Con) and CAO/Con / SECR shall be the sole authority, to decide whether breaches and defects are of minor nature.

7. WITHDRAWAL OF OFFER

- (i) It shall be understood that the tender documents have been sold / issued to the tenderer and he has agreed to the tender taking into consideration the stipulation on his part that after submitting the tender will not resale from his offer or modify his conditions thereof in a manner not acceptable to the purchaser.
- (ii) Should the tenderer fail to observe or comply with this stipulation, the amount of Security deposit referred to above shall be forfeited to the Government.

8. ADDITIONS AND ALTERATIONS

Railway Administration may require modifications to be carried out on the works considered necessary either during the execution or after a part of whole of the installations coming within the purview of the contract such modifications shall be carried out, only after the additional prices, if any proposal by the Contractor are accepted by the Railway Administration.

If any additional quantum of the works specified in the schedule becomes necessary during the course of execution, the contractor may be called upon to carry out such, additional works to the extent of 25% of the original contract quantity at the same rates, terms and conditions without inviting any fresh quotations.

9. RAILWAY PASSES

No free railway passes shall be issued by the Railway to the Contractor or any of his employee/worker.

10. SPECIFIED RAILWAY STORES

Materials (if Available) which are to be supplied by the Railway as specified in Annexure for execution of the work will be handed over to the contractor by the consignee from his nominated stores or Site stores depot (of contractor) at site against Indemnity Bond **(Annexure-II)**. The loading, handling and transportation of such materials to the work sites shall have to be done by the contractor at his own cost and risk. Any damage of materials during transportation to be made good/replaced by the contractor at his own cost.

All other materials as may be required to execute the work and to make the installation, complete in all respects according to the specification and schedule of work shall be supplied by the contractor and cost thereof included in the schedule of prices. The transportation of the materials to the work site shall be borne by the contractor.

11. SERVICE OF NOTICES ON CONTRACTORS

The contractor shall furnish to the Engineer the name, designation and address of his authorized agent and all complaints, notices, communications and references shall be
Signature of Tenderer(S)/Contractor(S) Page 53 of 150 Dy.Chief Electrical Engineer (Con)/Raipur

deemed to have been so duly given to the contractor if delivered to the contractor left at or posted to the address so given and shall be deemed to have been so given in the case of posting on the day on which would have reached such address in the ordinary course of post or on the day on which they were so delivered or left in the case of contract by partners, any change in the constitute of the firm shall be forthwith notified by the contractor to the Engineer. Important documents may be sent by 'REGISTERED POST'.

12. ASSIGNMENT OR SUBLETTING OF CONTRACT: (As per Clause 7 Part-II of Indian Railway Standard GCC April-2022) and (Advance Correction Slip No. 11 to Indian Railways Standard General Condition of Contract, April-2022)

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:

(i) The Contractor shall not sub-contract the Works comprising more than 40%(forty percent) of the Contract Price and shall carry out Works for at least 60%(sixty percent) 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 times remain with the Contractor. {The Parties agree that works equal to at least 30% (thirty percent) 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 su-contracting.

\$ May be deleted if the Contractor is no 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.

- (a) 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.
- (b) 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.
- (c) The Contractor shall intimate to the Engineer not less than 7 days in advance, the intended date of commencement of subcontractor's work.
- (d) 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.
- (e) The Contractor shall indemnify railway against any claim of subcontractor.
- (f) 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.
- (g) In addition to issuance of work experience certificate to Contractor, the Engineer, when, based on documents, is satisfied that subcontracted work has been carried out by subcontractor, shall issue work experience certificate to the subcontractor also for the portion of work subcontracted and successfully completed by the sub-contractor.

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

- (h) 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.
- (i) 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).

- (j) 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.

13. APPROVAL OF SUB CONTRACTOR OR VENDORS:-The name of all sub contractors proposed to be employed on execution of work or any part thereof including manufacture of components shall be submitted by the Contractor to the Purchaser and got approved by him before the Contractor enters into an agreement with the sub-contractor/or vendor for the purpose. The permitted subletting of work by the contractor shall not establish any contractual relationship between the sub-contractor and the Purchaser and shall not relieve the Contractor of any responsibility under the contract.

14. SUPPLY OF MATERIALS:-

Contractor shall supply all the materials only after preparation & approval of finalized/ tentative LOP within the time schedule of supply as given in special conditions of contract. The contractor shall supply the materials to the SSE/CON/STORE/Bhilai at his nominated stores or at the Site stores maintained by the contractor. The contractor shall submit following documents to SSE/CON/STORE for necessary entry in the DMTR.

- (i) Inspection certificate at manufacturers premise.
- (ii) Original Delivery challan from manufacture/Supplier.
- (iii) Material transportation document.
- (iv) Contractors supply Challans.
- (v) Consignee's inspection certificate at site
- (vi) Test Certificate

15. INSPECTION OF MATERIALS AT SSE/CON/STORES DEPOT:-

Contractor shall offer materials for inspection to SSE/CON/STORES /Bhilai at the time of supply at the nominated/ site stores depot of SSE/CON/BHILAI/STOREs. He shall also submit original copy of Inspection Certificate, Manufacturer's delivery Challans, test certificate and documents of transportation of materials along with his supply Challans. After inspection of materials SSE/CON/STORE shall issue Inspection Certificate from his part.

16. ISSUE OF MATERIALS TO CONTRACTOR FOR EXECUTION OF WORK:-

The contractor shall ensure that he has submitted:-

- The indemnity bond to the Railway Administration for safe custody of Railway materials at the Site Stores depot maintained by the contractor or for the materials issued to the contractor for erection at site.
- The material BG for getting the materials issued for erection at site or for transporting the materials from one store/depot to other store/depot or for safe custody of the contractor.

On site being ready for execution of work, materials as per requirement shall be issued to the contractor. The requirement of materials shall be prepared by the contractor and checked/ verified by SSE and approved by AEEE/DEE.

Contractor shall make his depot at site and get inspected by AEEE/DEE before getting materials issued. Value of materials issued to contractor for any site should not be more than material BG in any case.

17. STORAGE OF MATERIALS

The contractor shall set up a well fenced temporary building/ structure at the site of work, to be used for storage of supplied/ issued materials for the work and shall also be used as Site Stores depot of the contractor where a workshop for small fabrication and assembling work related with the contract will be operated, at the cost of the contractor. The location of this Building / Structure meant for the Site Stores depot, shall be decided after mutually agreed upon by the purchaser and contractor. The purchaser shall provide the area for the Site Stores depot in railway territory, free of charge, if available. If any private land/ building is involved for maintaining the stores site depot or if no land is available with railways, then the hire charges for any such the land/ building to operate site stores depot has to be borne by the contractor.

These contractor's depot buildings/ structures and the materials stored therein shall, however be treated in the custody and control of Railways, but all watch and ward (for security and safety of the materials) of the stores building/ structures/ compound area and materials stored therein, shall be the complete responsibility of the contractor.

Any material transaction from this Site Stores depot shall be made with permission of railways. All the transaction of materials shall be duly signed by SSE/CON/Stores or the site in-charge (railway supervisor) and shall be carried out in their presence. The contractor shall depute a competent and learned staff at his Site Stores depot for maintaining the DMTR and Stores ledger for recording the transaction of materials.

The materials and related records of such Site Stores depot shall be kept ready and open to inspection by the Railway officials, at any point of time. The Site Stores depot shall be vacated within a period of 12 months after completion of work or 3 months after passing of final bill, whichever is earlier.

18. RETURN OF UNUTILISED MATERIALS OF THE PURCHASER.

Such materials as have been issued to the contractor but left behind with him Unutilized, shall be determined after reconciliation with the actual quantum of issued vis-à-vis utilized for execution of the work and returned by the contractor to the purchaser's depot at no extra cost in the same shape and condition of the materials as were issued to the contractor(s). After completion of a particular site, If the contractor fails to return such materials, the cost of such will be recovered at a rate at twice the book rate or twice the market rate enhanced by 20.38% whichever is higher. After completion of work for a particular site, material reconciliation statement shall be prepared for that site and all the transactions in this regard shall be recorded in detail so as to keep clarity of material transactions and to avoid any litigation in the final reconciliation of materials.

19. RETURN OF LOAN MATERIALS.

If any material other than those specified in **SCHEDULE OF WORK** is supplied by the Purchaser either at the Contractor's request or suo-moto in order to prevent any possible delay in the execution of the works likely to occur due to the Contractor's inability to make adequate arrangements for supply thereof or otherwise, recovery will be made from Contractor's bill at the issue rate or market rate or schedule rate prevailing at the time of supply, whichever is higher, plus 5% on account of initial freight and 2% on account of incidental charges together with supervision charges at 12.5% of the total cost inclusive of material, freight and incidental charges, whichever is higher. Freight between the Purchaser's source of supply and the Contractor's depot shall be to the Contractor's account. If, however, the material required by the Contractor is not available in Purchaser's stock or the Purchaser decides not to supply the same, be that for whatever

reason, the Purchaser shall not be bound to arrange for the supply at cost quoted above or at any other cost not will this fact be accepted as an excuse for delay in execution of works.

NOTE: If the Contractor runs short of materials and such materials are available in Purchaser's stock, the material may be supplied by the Purchaser on loan to the contractor who will return these on receipt of suppliers or within four months or before commissioning whichever is earlier. The value of the loaned material would be computed by the Purchaser based on schedule rates and equivalent amount would be withheld from the subsequent progress payments due to the contractors immediately after loaning of materials. In case the Contractor fails to return the material within the stipulated four months period from the date of loaning of material, or before commissioning whichever is earlier, the material loaned earlier would be treated as sold and the recovery of the value of the sold material would be on the basis of the twice the issue rate or twice the market rate or twice the schedule rate prevailing at the time of supply whichever is higher, plus 5% freight charges and 2% incidental charges together with supervision charges at 12.5% of the total cost inclusive of material, freight and incidental charges. The recovery would be made from any bill submitted by the Contractor subsequently either on commissioning or progress payment duly adjusting the above referred withheld amount.

20. RETURN OF RELEASED MATERIALS.

All the released materials, released during execution of the contract, shall be returned by the contractor to the nominated stores of SSE/Stores/OHE/BHILAI or any other nominated stores/depot as decided by the Dy.CEE/C/RAIPUR, within 1 month from the date of physical completion of the work. In case the contractor fails to return the materials within the stipulated time period, the released materials shall be treated as sold to the contractor and recovery of the value of the sold material would be on the basis of the twice the issue/ booked rate or twice the current market rate or twice the schedule rate, prevailing at the time of supply, whichever is higher, plus 5% freight charges and 2% incidental charges together with supervision charges at 12.5% of the total cost inclusive of material, freight and incidental charges. The recovery would be made from any bill submitted by the Contractor subsequently either on commissioning or progress payment duly adjusting the above referred withheld amount. Freight between the Purchaser's depot/stores and the Contractor's depot/ site of work, shall be to the Contractor's account.

21. INSURANCE OF MATERIALS AND INSTALLATIONS

The contractor shall take out and keep in force a policy or policies of insurance for all materials in storage and traction installations excluding foundations under erection and / or erected until such materials and installations are provisionally handed over to the purchaser. For this purpose, the traction installations in a section shall be deemed to have been provisionally handed over, when a provisional certificate is issued for the section or the traction installation in a section are commissioned or on the expiry of 3 months after installations are given ready in all respects for handing over, whichever is earlier, for commercial use.

The contractor should also insure the stores brought to site against risk in consequence of work and invasion, as required under the emergency risk "Goods" insurance act in force from time to time.

22. CARRIAGE OF MATERIALS

No forwarding orders shall be issued by the Purchaser for the transportation of Contractor's materials, tools and plant by rail or by road to the work site which may be

required for use in the works and the contractor shall pay full freight charges at Public tariff/rates there for. No Road Permit for contractor's Supply material will be issued by Railways.

**23. Provision of Efficient and Competent Staff at Work Sites by the Contractor.
(As per GCC April-2022 clause no.26 Part-II):**

- 23.1** The Contractor shall place and keep on the works at all times efficient and competent staff to give the necessary directions to his workmen and to see that they execute their work in sound & proper manner and shall employ only such supervisors, workmen & labourers in or about the execution of any of these works as are careful and skilled in the various trades.
- 23.2** The Contractor shall at once remove from the works any agents, permitted sub-contractor, supervisor, workman or labourer who shall be objected to by the Engineer and if and whenever required by the Engineer, he shall submit a correct return showing the names of all staff and workmen employed by him.
- 23.3** In the event of the Engineer being of the opinion that the Contractor is not employing on the works a sufficient number of staff and workmen as is necessary for proper completion of the works within the time prescribed, the Contractor shall forthwith on receiving intimation to this effect deploy the additional number of staff and labour as specified by the Engineer within seven days of being so required and failure on the part of the Contractor to comply with such instructions will entitle the Railway to rescind the contract under Clause 62 of these conditions.

24. Withholding and Lien In respect of Sums Claimed: (As per Clause 52 Part-II of Indian Railway GCC April-2022)

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.

Lien in Respect of Claims in other Contracts: As per Clause 52-A Part-II of Indian Railway Standard GCC April-2022)

- (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.

25. ACCIDENTS AND DAMAGES TO INSTALLATION ETC.

The contractor shall be responsible for all repairs and rectification of damage to installations erected or under erection due to accident or any other cause during the course of the contractors work at site inclusive of the guarantee period at no extra cost to the purchaser.

All costs, damages or expense which the purchaser may incur, for which under the terms of contract, the contractor is liable may be either deducted by the purchaser at his discretion from any money due or to become due to refundable by the purchaser to the contractor under the contract, or may be recovered by action of law or otherwise from the contractor. The purchaser reserve the right and shall be entitled to retain payments due to the contractor under this contract and to set off the same against all claims whether arising out of this contractor out of any other transaction whatever with the contractor.

26. WAGES TO LABOUR (As per Clause 54 Part-II of Indian Railway Standard GCC-April-2022)

The Contractor shall be responsible to ensure compliance with the provision of the Minimum Wages Act, 1948 (hereinafter referred to as the "said Act") and the Rules made thereunder in respect of any employees directly or through petty Contractors or sub-contractors employed by him for the purpose of carrying out this contract.

If, in compliance with the terms of the contract, the Contractor supplied any labour to be used wholly or partly under the direct orders and control of the Railways whether in connection with any work being executed by the Contractor or otherwise for the purpose of the Railway such labour shall, for the purpose of this Clause, still be deemed to be persons employed by the Contractor.

If any moneys shall, as a result of any claim or application made under the said Act be directed to be paid by the Railway, such money shall be deemed to be moneys payable to the Railway by the Contractor and on failure by the Contractor to repay the Railway any

moneys paid by it as aforesaid within seven days after the same shall have been demanded, the Railways shall be entitled to recover the same from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India.

Apprentices Act (As per Clause 54-A Part-II of Indian Railway Standard GCC-April-2022): The Contractor shall be responsible to ensure compliance with the

Provisions of the Apprentices Act, 1961 and the Rules and Orders issued thereunder from time to time in respect of apprentices directly or through petty Contractors or sub-contractors employed by him for the purpose of carrying out the Contract.

If the Contractor directly or through petty Contractors or sub-contractors fails to do so, his failure will be a breach of the contract and the Railway may, in its discretion, rescind the contract. The Contractor shall also be liable for any pecuniary liability arising on account of any violation of the provisions of the Act.

27. PROVISION OF PAYMENT OF WAGES ACT (As per Clause 55 Part-II of Indian Railway Standard GCCApril-2022)

The Contractor shall comply with the provisions of the Payment of Wages Act, 1936 and the rules made thereunder in respect of all employees employed by him either directly or through petty Contractors or sub-contractors in the works. If in compliance with the terms of the contract, the Contractor directly or through petty Contractors or sub-contractors shall supply any labour to be used wholly or partly under the direct orders and control of the Engineer whether in connection with the works to be executed hereunder or otherwise for the purpose of the Engineer, such labour shall nevertheless be deemed to comprise persons employed by the Contractor and any moneys which may be ordered to be paid by the Engineer shall be deemed to be moneys payable by the Engineer on behalf of the Contractor and the Engineer may on failure of the Contractor to repay such money to the Railways deduct the same from any moneys due to the Contractor in terms of the contract. The Railway shall be entitled to recover the same from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India all moneys paid or payable by the Railway by way of compensation of aforesaid or for costs of expenses in connection with any claim thereto and the decision of the Engineer upon any question arising out of the effect or force of this Clause shall be final and binding upon the Contractor.

**A. Provisions of Contract Labour (Regulation and Abolition) Act, 1970 :
(As per Clause 55-A Part-II of Indian Railway Standard GCC-April-2022)**

- A.(1).** The Contractor shall comply with the provision of the contract labour (Regulation and Abolition) Act, 1970 and the Contract labour (Regulation and Abolition) Central Rules 1971 as modified from time to time, wherever applicable and shall also indemnify the Railway from and against any claims under the aforesaid Act and the Rules.
- A.(2).** The Contractor shall obtain a valid license under the aforesaid Act as modified from time to time before the commencement of the work and continue to have a valid license until the completion of the work. Any failure to fulfill the requirement shall attract the penal provision of the Act.
- A.(3).** The Contractor shall pay to the labour employed by him directly or through sub-contractors the wages as per provision of the aforesaid Act and the Rules wherever applicable. The Contractor shall notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to labour, indirectly engaged on the works including any engaged by sub-contractors in connection with the said work, as if the labour had been immediately employed by him.

- A.(4).** In respect of all labour directly or indirectly employed in the work for performance of the Contractor's part of the contract, the Contractor shall comply with or cause to be complied with the provisions of the aforesaid Act and Rules wherever applicable.
- A.(5).** In every case in which, by virtue of the provisions of the aforesaid Act or the rules, the Railway is obliged to pay any amount of wages to a workman employed by the Contractor or his sub-contractor in execution of the work or to incur any expenditure on account of the contingent, liability of the Railway due to the Contractor's failure to fulfill his statutory obligations under the aforesaid Act or the rules, the Railway will recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred and without prejudice to the rights of the Railway under the Section 20, Sub-Section (2) and Section 2, Sub-Section (4) of the aforesaid Act, the Railway shall be at liberty to recover such amount or part thereof from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India. The Railway shall not be bound to contest any claim made against it under Sub-Section (1) of Section 20 and Sub-Section (4) of Section 21 of the aforesaid Act except on the written request of the Contractor and upon his giving to the Railway full security for all costs for which the Railway might become liable in contesting such claim. The decision of the Chief Engineer regarding the amount actually recoverable from the Contractor as stated above shall be final and binding on the Contractor.

B. Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952 (As per Clause 55-B of Part-II of Standard GCC April-2022):

The Contractor shall comply with the provisions of Para 30 & 36-B of the Employees Provident Fund Scheme, 1952; Para 3 & 4 of Employees' Pension Scheme, 1995; and Para 7 & 8 of Employees Deposit Linked Insurance Scheme, 1976; as modified from time to time through enactment of "Employees Provident Fund & Miscellaneous Provisions Act, 1952", wherever applicable and shall also indemnify the Railway from and against any claims under the aforesaid Act and the Rules.

(a) Employees' Provident Fund & Miscellaneous Provisions Act, 1952

(Para 30 – Payment of Contributions) :

- (1) The employer shall, in the first instance, pay both the contribution payable by himself (in this Scheme referred to as the employers' contribution) and also, on behalf of the member employed by him directly or by or through a contractor, the contribution payable by such member (in this Scheme referred to as the members' contribution).
- (2) In respect of employees employed by or through a contractor, the contractor shall recover the contribution payable by such employee (in this Scheme referred to as the member's contribution) and shall pay to the principal employer the amount of member's contribution so deducted together with an equal amount of contribution (in this Scheme referred to as the employer's contribution) and also administrative charges.
- (3) It shall be the responsibility of the principal employer to pay both the contribution payable by himself in respect of the employees directly employed by him and also in respect of the employees employed by or through a contractor and also administrative charges.

{Explanation: For the purposes of this paragraph, the expression "administrative charge" means such percentage of the pay (basic wages, dearness allowance, retaining allowance, if any, and cash value of food concessions admissible thereon) for the time being payable to the employees other than an excluded employee, and in respect of which Provident Fund Contribution are payable as the Central Government may, in

consultation with the Central Board and having regard to the resources of the Fund for meeting its normal administrative expenses fix.}

Para 36-B : Duties of Contractors– This para defines that every contractor shall, within seven days of the close of every month, submit to the principal employer a statement showing the recoveries of contributions in respect of employees employed by or through him and shall also furnish to him such information as the principal employer is required to furnish under the provisions of the scheme to the commissioner.

(b) Employees' Pension Scheme, 1995 :

Para 3 (1) : From and out of the contributions payable by the employer in each month under Section 6 of the "Act" or under the rules of the Provident Fund of the establishment which is exempted either under clauses (a) and (b) of sub-section (1) of Section 17 of the Act or whose employees are exempted under either paragraph 27 or paragraph 27-A of the Employees' Provident Fund Scheme, 1952, a part of contribution representing 8.33 per cent of the Employee's pay shall be remitted by the employer to the Employees' Pension Fund within 15 days of the close of every month by a separate Bank Draft or Cheque on account of the Employees' Pension Fund contribution in such manner as may be specified in this behalf by the Commissioner. The cost of the remittance, if any, shall be borne by the employer.

Para 3 (2) : The Central Government shall also contribute at the rate of 1.16 per cent of the pay of the members of the Employees' Pension Scheme and Credit the contribution to the Employees' Pension Fund: (Provided that where the pay of the member exceeds Rs 6,500/- (Rs Six thousand and five hundred) per month, the contribution payable by the employer and the Central Government be limited to the amount payable on his pay of Rs.6,500/- (Rs. Six thousand and five hundred) only.

Para 4 : Payment of Contribution :

- (1) The employer shall pay the contribution payable to the Employees' Pension Fund in respect of each member employed by him directly or by or through a contractor.
- (2) It shall be the responsibility of the principal employer to pay the contributions payable to the Employees' Pension Fund by himself in respect of the employees directly employed by him also in respect of the employees employed by or through a contractor.

(c) Employees' Deposit Linked Insurance Scheme, 1976 :

Para 7 :Contribution :

- (1) The contribution payable by the employer and the Central Government under sub-section (2) and sub-section (3) of Section 6-C of the Act, shall be calculated on the basis of the basic wages, dearness allowance (including the cash value of any food concession) and retaining allowance, if any, actually drawn during the whole month whether paid on daily, weekly, forthrightly or monthly basis.
- (2) Provided that where the monthly pay of an employee exceeds six thousand five hundred rupees, the contribution payable in respect of him by the employer and the Central Government shall be limited to the amounts payable on a monthly pay of six thousand five hundred rupees including dearness allowance, retaining allowance (if any) and cash value of food concession.

Para 8 :Mode of Payment of Contribution :

- (1) The contribution by the employer shall be remitted by him together with administrative charges at such rate as the Central Government may fix from time to time under sub-section 4 of Section 6-C of the Act, to the Insurance Fund within fifteen days of the close of every month by a separate Bank Draft or cheque or by remittance in cash in such manner as may be specified in this behalf by the Commissioner. The cost of remittance, if any, shall be borne by the employer.
- (2) It shall be the responsibility of the employer to pay the contribution payable by himself in respect to the employees directly employed by him and also in respect of the employees employed by or through a contractor.

C. (As per Clause 55-C(i) of Part-II of Standard GCC-April-2022):

- (i) Contractor is to abide by the provisions of various labour laws in terms of above clause 54, 55, 55-A and 55-B of Indian Railways Standard General Conditions of Contract. In order to ensure the same, an application has been developed and hosted on website 'www.shramikkalyan.indianrailways.gov.in'. Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The registration/ updation in Portal shall be done as under:
 - (a) Contractor shall apply for onetime registration of his company/firm etc. in the Shramikkalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration in the portal within 7 days of receipt of such request.
 - (b) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all Letter of Acceptances (LoAs) issued in his favour.
 - (c) The contractor once registered on the portal, shall provide details of his Letter of Acceptances (LoAs) / Contract Agreements on shramikkalyan portal within 15 days of issue of any LoA for approval of concerned Engineer. Engineer shall update (if required) and approve the details of LoA filled by contractor within 7 days of receipt of such request.
 - (d) After approval of LoA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramikkalyan portal on monthly basis.
 - (e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.
- (iii) While processing payment of any 'On Account Bill' or 'Final Bill' or release of 'Advances' or 'Performance Guarantee / Security deposit', contractor shall submit a certificate to the Engineer or Engineer's representatives that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramikkalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till ____Month, ____Year."

D. Provisions of "The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996" and "The Building and Other

Construction Workers' Welfare Cess Act, 1996" (As per Clause 55-D of Part-II of Standard GCCApril -2022) :

The tenderers, for carrying out any construction work, shall get themselves registered with the Registering Officer under Section-7 of the Building and Other Construction Workers Act, 1996 and Rules made thereto by the concerned State Govt., and submit Certificate of Registration issued by Registering Officer of the concerned State Govt. (Labour Dept.). The Cess shall be deducted from contractor's bills as per provisions of the Act.

VARIATIONS IN EXTENT OF CONTRACT**28. MODIFICATION TO CONTRACT TO BE IN WRITING: (As per Clause No. 41 Part-II of Indian Railway Standard GCCApril-2022)**

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.

29. POWER OF MODIFICATIONS TO CONTRACT: (As per Clause 42. (1) Part-II of Indian Railway Standard GCCApril-2022)

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.

VARIATION IN QUNATITY: The procedure detailed below shall be adopted for dealing with variations quantities during execution of works contracts: (As per Clause 42.(2) Part-II of Standard GCC April-2022)

- (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 agreement 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, 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).

Valuation of Variations(As per Clause 42.(2) Part-II of Standard GCC July-2020)

The enlargements, extensions, diminution, reduction, alterations or additions referred to in Sub-Clause (2) of this Clause shall in no degree affect the validity of the contract; but shall be performed by the Contractor as provided therein and be subject to the same conditions, stipulations and obligations as if they had been originally and expressly included and provided for in the Specifications and Drawings and the amounts to be paid therefor shall be calculated in accordance with the accepted Bill(s) of Quantities. Any extra items/quantities of work falling outside the purview of the provisions of Sub-Clause (2) above shall be paid for at the rates determined under **Clause-39 (of Part-II of Indian Railway GCC April-2022)** of these Conditions.

- 30. Vitiating during variation in Contract Quantities:** As a result of variations, a contract shall be considered “vitiating” only when, the following percentage variation in contract value between tenderers are noticed to have been exceeded

SN	Value of Contract	Percentage difference between present Contractor and new L-1 as a result of variation (percentage shall be calculated with base as the
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		revised contract quantities multiplied by the rates of the present contractor).
1	Small value contracts (Tender value less than Rs 50 lakh)	10
2	Other than small value contracts (Tender value equal to or more than Rs 50 lakh)	5

When the percentage difference between present Contractor and new L-1 is noticed as becoming beyond the values specified above, Railway may take decision at its discretion whether fresh tender shall be invited for the extra quantities or to negotiate the rates with the existing contractor and decision of Railway Administration in this regard shall be final and binding to the contractor. The case shall be decided by the tender accepting authority (competent for the revised quantity) and shall not be treated as a case of single tender. However, the Executives while executing the work shall make all efforts to ensure that no vitiation takes place in normal circumstances. Vitiating should be an exception rather than a routine affair. Vitiating should always be computed with respect to the items, rates, quantities and conditions as available at the time of tender opening and subsequent changes/additions by way of new items will not be counted for computing vitiating.

31. COMPLIANCE TO ENGINEER'S INSTRUCTIONS (As Per Clause No. 20.1 Part-II of Indian Railway Standard GCC- April-2022)

The Engineer shall direct the sequence order in which the several parts of the works shall be executed and the Contractor shall execute without delay all orders given by the Engineer from time to time; but the Contractor shall not be relieved thereby from responsibility for the due performance of the works in all respects.

32. ALTERATIONS TO BE AUTHORIZED:(As Per Clause No. 20.2 Part-II of Indian Railway Standard GCCApril-2022)

No alterations in or additions to or omissions or abandonment of any part of the works shall be deemed authorised, except under written instructions from the Engineer.

33. EXTRA WORKS (As Per Clause No. 20.3 Part-II of Indian Railway Standard GCCApril-2022)

Should works over and above those included in the contract require to be executed at the site, the Contractor shall have no right to be entrusted with the execution of such works which may be carried out by another Contractor or Contractors or by other means at the option of the Railway.

34. SEPARATE CONTRACTS IN CONNECTION WITH WORKS (As Per Clause No. 20.4 Part-II of Indian Railway Standard GCC-April-2022):-

The Railway shall have the right to let other contractors in connection with the works. The contractor shall afford other contractor reasonable opportunity for the storage of their materials and the execution of their works and shall properly connect and co-ordinate his works theirs. If any part of the contractor's work depends upon proper execution or result upon the work of another contractor(s), the contractor shall inspect and promptly report to the Engineer any defects in such work that render it unsuitable for such proper

execution and results. The contractor's failure so-to inspect and report shall constitute acceptance of the other contractor's work except as to defects which may develop in the other contractor's work after the execution of his work.

35. ILLEGAL GRATIFICATION (As per Clause no. 18.1 Part-II of standard GCC April-2022) and Advance Correction Slip No. 11 to Indian Railways Standard General Condition of Contract, April-2022

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

- i) "Corrupt practice": making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
- ii) "Fraudulent practice": any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract,
- iii) "Anti-competitive practice: any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the procuring entity, that may impair the transparency, fairness and the progress of the procurement process or to establish bud prices at artificial, non-competitive levels;
- iv) "Coercive practice: any coercion off any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process or affect the execution of a contract:
- v) "Conflict of interest" (COI): any personal, financial, or business relationship between the bidder and any personnel of the procuring entity who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of the procuring entity directly or indirectly;
- vi) "Undue Advantage": improper use of information obtained by the bidder from the procuring entity with an intent to gain an unfair advantage in the procurement process or for personal gain. This also includes if the bidder (or his allied firm) provided services for the need assessment procurement planning of the tender process in which he is participating;
- vii) "Obstructive practice": materially impede the procuring entity's investigation of a procurement process either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to such investigation or from pursuing the investigation; or by impeding the procuring entity's rights of audit or access to information;

35-A (As per Clause no. 18.2 of Part-II of standard GCC April-2022 and Advance Correction Slip No. 11 to Indian Railways Standard General Condition of Contract, April-2022) :

Punitive Provisions:

Without prejudice to and in addition to the rights of the procuring entity to other penal provisions as per the bid documents or contract, if the procuring entity comes to a conclusion that a (prospective) bidder contractor directly or through an agent, has violated this code of

integrity in competing for the contract or in executing a contract, the procuring entity may take appropriate measures including one or more of the following:

i) If his bids are under consideration in any procurement

a) Forfeiture or encashment of bid security;

b) calling off of any pre-contract negotiations; and

c) rejection and exclusion of the bidder from the procurement process

ii) If a contract has already been awarded

a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;

b) Forfeiture or encashment of any other security or bond relating to the procurement;

c) Recovery of payments including advance payments, if any, made by the procuring entity along with interest thereon at the prevailing rate;

iii) Provisions in addition to above:

a) Removal from the list of enlisted contractors and banning/debarment of the bidder from participation in future procurements of the procuring entity for a period not less than one year;

b) In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India;

c) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

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

36. WORKS BY OTHER AGENCIES

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

If the purchaser is unable to Supply materials to the contractor as specified in the contract in time, the contractor shall not be entitled to any extra payment on account or such delay in Supply, however such delays in supplies will be reasonable ground for extension of completion dates for the works.

All materials will be subject to inspection and test either by the purchaser or by an agency appointed for this purpose for individual items as below, at the manufacturer's work before dispatch and no materials shall be dispatched from the manufacturer's works until these are inspected and approved. These materials may also again be inspected at the contractor's depot/work site. The purchaser or his representative shall have the right to be present during all stages of manufacture and shall be afforded free of charge all reasonable facilities for inspection and testing so as to satisfy himself/themselves that the

materials are in accordance with specifications, approved drawings and designs. Any reasonable delay in inspection will be a reasonable ground for extension of time for completion of works.

37. PROVISIONAL ACCEPTANCE

Immediately after the completion of an installation the contractor will certify and advise the Purchaser in writing that the installation is:

1. Complete.
2. Ready for satisfactory regular service and
3. Ready to be handed over. He will also place at the disposal of the purchaser the required staff for inspection, testing and putting it into operation.

The test as specified in railway specifications will be conducted jointly by the purchaser and contractor as soon as possible after receipt of advice of completion of an installation by the purchaser from the contractor.

After the installation has been energized and/or commissioned and the purchaser is satisfied with the satisfactory working of the installation, he will then issue a "Provisional Acceptance Certificate" after approval of competent authority.

Should the results of inspection and tests be not satisfactory, an extension of time for one month or a reasonable time as decided by the Purchaser, will be granted to make good defects and deficiencies pointed out by the purchaser. After the contractor has attended to the defects and deficiencies, a fresh inspection of installation and tests will then be carried out by the Purchaser. If these are not satisfactory, then the purchaser may proceed at the contractor's expense, by all means deemed expedient to have the installation made ready as per approved drawings and designs.

The contractor shall then take at his own expenses all necessary steps to complete the works in accordance with the provisions of the contract. In case it becomes impossible to proceed with the above mentioned taking over tests, for reasons other than for which the contractor is responsible, the provisional acceptance certificate shall be issued at or within a mutually agreed reasonable period not exceeding six months after completion of an installation.

NOTE:-

In case of any delay in attending the defects and deficiencies of the work under this contract, within the time limit, the purchaser reserves the right, if he deems it possible to use in a reasonable manner any part of the installation even if the work is not completely erected. The purchaser will give to the contractor for this purpose seven days' previous notices.

The issue of provisional acceptance certificate will not be withheld for rectification of minor defects and/or deficiencies as distinct from rejected equipment, which may not be essential for energization and operation of the installation. In such cases, only the value of materials and cost of rectification of the minor defects shall be withheld from payments on provisional acceptance, until rectification is completed.

Final work completion certificate will be issued after satisfactory completion of the warrantee and guarantee period of the complete work.

38. WARRANTY

The contractor shall give warranty for satisfactory working of the installation erected by him, for a period of **01 (One) Year** from the date of provisional acceptance of each installation **(CHAPTER-VII Para (37) (i.e.provisional acceptance by the purchaser).**

During this period the contractor shall make available an experienced Engineer and necessary equipment to attend to any defective installation and be responsible for satisfying himself that the purchaser's staff follow the prescribed procedure for operation and maintenance of equipment. The contractor shall bear the cost of all modification, additions or substitutions that may be considered necessary due to faulty materials, designs or workmanship for the satisfactory working of the equipment. The final decision shall rest with the Chief Electrical Engineer / Con, SECR, Bilaspur (C.G.)

During the period of guarantee the contractor shall be liable for the replacement of any parts which may be found defective in the equipment whether such equipments be of his own manufacturer or those of his sub-contractors whether arising from faulty design, materials, workmanship or negligence in any manner on the part of the contractor provided always that such defective parts as are not repairable at site are promptly returned to the contractor if so required by him at site (contractor's own expenses). The contractor shall bear the cost of repairs carried out on his behalf by the purchaser at site. In such a case, the contractor shall be informed in advance of the works proposed to be carried out by purchaser.

If it becomes necessary for the contractor to replace or renew any defective portion of the equipment under the clause aforesaid then the provision of the said clause shall also apply to the portions of the equipments so replaced or renewed until the expiration of six months from the date of such replacement or until the end of the above mentioned period of twelve months, whichever is later, such extension shall not apply in case of defects of a minor nature, the decision of the Chief Electrical Engineer SECR, Bilaspur, being final in the matter, if any defects be not remedied within a reasonable time during the aforesaid period the purchaser may proceed to do the work at the contractor's risk and expense, but without prejudice to any other rights and remedies which the purchaser may have against the contractor in respect of such defects or faults. The repaired or renewed parts shall be delivered and erected at site free of charges to the purchaser.

Any materials supplied under **(Para 28&29 of CHAPTER-VII of this tender document)** shall also be covered by the provisions of this clause. The liability of the contractor under the guarantee will be limited to re-supply of materials made such supply shall be effected at the contractor's depot or in the event of closure of the depot at the stores depot of the Engineer at site covered by the contract.

39. FINAL ACCEPTANCE

The final acceptance of the installation shall take effect from the date of expiration of the period of guarantee and also warranty **(as defined in Para (38), above of CHAPTER-VII of this tender document)** provided the installation which has been previously accepted provisionally and is/are still in good working order.

If on the other hand, the installation is not in good working order at the end of the guarantee period, then the purchaser may either extend the period of guarantee until the necessary works are carried out by the contractor or the purchaser may decide to carry out those works or have them carried out successfully at the expenses of the contractor. A certificate of final acceptance certificate shall then be issued by the Purchaser.

40. DETERMINATION OF CONTRACT (As per Clause No.61 of Part-II of Standard GCC April-2022)

- (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 there for shall be conclusive evidence thereof.
- (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.
- (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:(As per Clause No.62.1 of Part-II of Standard GCC April-2022)

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 GCC Part-II)** 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) Fails to submit the documents pertaining to identity of JV and PAN in terms of Clause 17.11 of Tender Form (of GCC 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 GCC Part-II) of these Conditions, or**
- (xii) Fail to take steps to employ competent or additional staff and labour as required under **Clause 26 (As Per GCC April-2022)** of the 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(As Per GCC April-2022)Part-II** 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 **Clause 16 of Tender Form (Second Sheet) of Annexure-I** of the Instructions to Tenderers, or provision Clause 59(9) **(As Per GCC April-2022) Part-II** 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 (As per Clause No.62.2 of Part-II of Standard GCCApril-2022): 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 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 GCCApril-2022)** of these Conditions.
 - (iii) The defaulting Contractor shall not be issued any completion certificate for theContract.

- (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.

41. SUPPLY OF SPARE PARTS

The Supply of spare parts, components, standby equipments shall be so regulated that all the necessary items that have been ordered shall be delivered at site only after the erection of the main equipments but before the testing and commissioning of system. If the spare parts standby equipments are to be supplied in advance, necessary written and specific permission shall be taken from the Engineer.

42. ARBITRATION (SETTLEMENT OF DISPUTES – INDIAN RAILWAY ARBITRATION AND CONCILIATION RULES)

(As Per Clause 63 of GCC April-2022 Part-II)

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 Contractor 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:

(As Per Clause 64 of GCC April-2022 & Advance correction Slip No.10)

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

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

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

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

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

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

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

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

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

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

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

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

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

64.(3) : Appointment of Arbitrator:

64.(3)(a) : Appointment of Arbitrator where applicability of section 12 (5) of Arbitration and Conciliation Act has been waived off:

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
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appointment as Contactor'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 Contactor's nominee within 30 days from the receipt of the names of Contractor's nominees. Nomination and appointment of arbitrators from ICA panel shall be as per the ICA Rules for Domestic Commercial Arbitration and amended from time to time.

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

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

64.(3).(a).iii: The serving railway officer working in arbitral tribunal in the ongoing arbitration cases as per clause 64.(3)(a)(i) and clause 64.(3)(a)(ii) above, can continue as arbitrator in the tribunal even after his retirement.

64.(3)(b): Appointment of Arbitrator where applicability of Section 12 (5) of Arbitration and Conciliation Act has not been waived off:

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 arbitrator may be appointed non withstanding 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 General Conditions of Contract (GCC) and any statutory modifications thereof shall apply to the appointment of arbitrators and arbitration proceedings under this Clause.

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

43. ACCOMMODATION

The contractor shall make his arrangements for the accommodation of his staff, materials, tools etc. Electricity for the purpose of execution of the work against this contract. It may be arranged by Railway from its sources, if available near the work site, on payment of Railway's specified charges.

44. Extension of time of Contract: Extension of time in contract will be governed by the Clause No. 17, 17-A & 17-B of Indian Railway Standard General **Condition of Contract, April-2022. &As per Advance correction Slip no.-1)**

FORCE MAJEURE CLAUSE (As per Clause no. 17 Part-II of Standard April-2022):

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.

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

(i) **Extension due to Modification:** If any modifications have been ordered which in the

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

(ii) **Extension for Delay not due to Railway or Contractor:** If in the opinion of the Engineer, the progress of work has any time been delayed by any act or neglect of Railway's employees or by other Contractor employed by the Railway under Sub-Clause (4) of Clause 20 of 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(As per GCC April-2022 Advance Correction Slip No. 1) :**

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.(As per GCC April-2022 Advance Correction Slip No. 1).

17-B Extension of Time with Liquidated Damages (LD) for delay due to Contractor(As per GCC April-2022 Advance Correction Slip No. 1) :

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 17-A, 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 rate 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.

17 Bonus for Early Completion of Work: In case of 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.

45. DEFAULT AND DELAY

The contractor shall execute the work with due diligence and expedition keeping to the approved time schedule. Should he refuse or neglect to comply with any reasonable orders given to him in writing by the Purchaser's Engineers in connection with the work or contrivance the provision of the contract or the progress of work lags persistently behind the time schedule due to his neglect, the Purchaser shall be at liberty to give seven days notice in writing to the contractor requiring him to make good the neglect or contravention, complained of or should the contract fail to comply with the requisition

made in the notice within seven days from the receipt thereof, it shall be lawful for the Purchaser to take the work wholly or in part out of the contractor's hands without any further reference and get the work or any part thereof, as the case may, completed by other agencies at the expense of the contractor without prejudice to any other right or remedy of the Purchaser.

46. LOSS SUSTAINED DUE TO DEFAULT AND DELAY

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 **CHAPTER-VII Para (45) of the tender document**, the contractor shall be liable to reimburse the loss of the Purchaser without prejudice to the other rights and remedies of the Purchaser, and the reimbursement in full or in part as the case may be, shall be met, at the option of the Purchaser, from out of all or any of the following sources viz.any amount due and payable to the contractor by the purchaser on any account whatsoever. The contractor's security deposit in the hands of the purchaser as far as available; and any other assets whatsoever of the contractor. In the event of reimbursement from out of sources (i) and or (ii) above mentioned, the purchaser shall have the right of appropriation suo-moto.

47. CORRECTNESS OF WORK AND MATERIALS

All designs and drawings given by the Purchaser shall be based on a thorough study and shall be such that the contractor is satisfied about their suitability. Notwithstanding approval communicated by the purchaser, during the progress of the contract, for designs and drawings, prototype samples of components, materials and equipments after inspection and adjustments to installations, the ultimate responsibility for correct design and execution of work shall rest with the contractor unless the purchaser insists on adoption of his own designs in spite of the contractor not being agreeable to its.

If any dimension figured upon a drawing differs from that obtained by sealing the drawings the figures dimension should be normally taken as correct unless it is prima facie a mistake. But all such cases shall be brought to the notice of the Purchaser's Engineers and the discrepancy set right before execution.

48. ADDITIONS AND ALTERATIONS TO ERECTED EQUIPMENTS

The purchaser may require additional installations modifications to be carried out on the works he deems necessary, either during the execution or after a part or whole of the installations coming within the purview of the contract has been put into commercial service.

In case the prices for such additional works or modifications are not covered by the schedule of prices and are such that either partly considers additional prices for such works justified, such additional works or modification shall be carried out, only after the additional prices proposed by the contractor are accepted by the purchaser. In case additional installations or modifications are required to be carried out under this Para, the purchaser shall grant a reasonable extension of time, should this be considered necessary.

49. CONTRACT LABOUR ACT

The contractor is liable to observe the provisions of contract labour ACT and get himself registered under the concerned Labour Officer as per provision of the ACT. He has to state the number of labour engaged by him for carrying out the work before signing of agreement. For any violation of the said ACT, the contractor is liable for prosecution by

the Labour Enforcement Officer (Central) under whose jurisdiction the work is being executed and the amount of penalty if any, will be deducted from Contractor's final bill on advise of the Labour Court.

50. ISSUE OF TOOLS AND PLANTS TO THE CONTRACTOR

For the purpose of carrying out the work, Railway will not issue any tools and plants. However, if the executive officer In charge of the work is of the opinion that in the interest of faster progress of the work, any tools and plants are to be provided to the contractor, the same may be provided to the contractor on fulfilling of an indemnity bond and the book value of the materials will be kept deducted from the running bills of the contractor till return of the tools and plants in original condition. The determination of book value of the T&P items is as per the Railways book or the cost of procurement of the item with normal escalation @ 10% per year added to it, whichever is higher.

51. TRANSPORTATION

All materials connected with this work whether to be supplied by the Railways or by the Contractors have to be transported at his own cost from the Railway stores depot to the site by the contractor only. The construction stores are located at Bilaspur in Bilaspur division and Bhilai in Raipur Division and Gondia in Nagpur Division. The contractor has also to arrange for transportation of Railway staff and supervisors connected with the work to the site of work from the specified Railway area during execution of the work.

52. Joint Procedure Order for Undertaking Earth work In The Vicinity of cables:-

The Following JPO will be applicable for the instant work:

- (i) Before taking up any earth work, executing officer shall convey intention in writing in Performa 'A' to concerned nodal officers viz, Sr. DEN, SR. DEE and Sr. DSTE at least 10 days in advance.
- (ii) On receiving the above request, nodal officers shall depute responsible supervisors within 02 days for joint inspection the site with executing supervisors. The supervisors of Nodal officers will identify cables as per the cable route plan, suitable cable route tracer and by digging of pilot trenches/ pilot pits and provide physical cable marking on the ground. Digging of pilot trenches/ pilot pits shall be arranged by the executing supervisor. Nodal officers shall provide NOC based on the joint report signed by supervisors.
- (iii) If cables are present in the area, work will not be done by JCB/ Spades till such time cables are diverted. Such cable diversion work shall be supervised by supervisors of nodal officers.
- (iv) In case of minor works, the executing contractor shall be advised to take out the cables carefully in the presence of supervisors of nodal officers and place it properly alongside at a safe location before starting the earth work. Further, till such time these cables are in exposed condition, they will be guarded to avoid theft.
- (v) For doing earth work in embankment where no excavation is involved, NOC will be given within 7 days on receipt of the letter of intention. Executing agency will assist nodal officers for immediate diversion of the cables.
- (vi) The concerned SSE supervising the work of the contractor shall ensure that the existing emergency sockets are not damaged.
- (vii) In spite of following the JPO, if there is an incidence of cable cut, it should be enquired & analyzed by ADRM of the division, and remedial action to avoid recurrence shall be taken. A register of cable cut cases should be maintained by

Nodal officers & proper documentation should be done for each case. In case cable is damaged by the contractor due to fault of his personnel, a penalty of Rs. ONE LAKH ONLY for each case, shall be imposed on the contractor for the loss caused to the Railway. In case cable is damaged due to negligence of Railway Supervisor (s), a DAR action shall be initiated for each case on the defaulter supervisor (s), Such DAR action shall be personally monitored by ADRM of the division.

- (viii) "The contractor shall take utmost care while carrying out the works including excavation so as not to cause any damage to the existing Railway underground and other cables. In case cable is damaged by the contractor due to fault of his personnel, he is liable for a penalty of Rs. ONE LAKH ONLY for each case, for the loss caused to the Railway. His work is also liable to be stopped till such time he take measures which are certified to be satisfactory by the executing supervisor."

Proforma 'A'

Format for Earth Work/ Excavation by executing department (Electrical/Signal & Telecom/ Engineering) of Open Line & Construction departments.

Before commencing work and for extension of programme for Earth Work/Excavation.

Sr.	Item	Details
1.	Name of work	
2.	(a) Contract Agreement No. & date	
	(b) Name of Agency with address	
	I Contract telephone Nos. of executing supervisor of agency.	
3.	Location where earth work/ excavation is proposed (sketch GAD to be enclosed) (Km & between stations, line UP/DN	
4.	Brief description of nature of work	
5.	Duration of work	
6.	Proposed date of commencement of work	
7.	Provision of manpower to facilitate execution of work.	
	Signature of Sectional Engineer of concerned department.	

53. JOINT VENTURE (JV) IN WORKS TENDERS

Participation of Joint Venture (JV) in Works Tender: This Clause shall be applicable for works tenders wherein tender documents provide for the same.

(As per GCC April-2022 Clause No. 17 Part-I & Advance correction Slip No.3 of GCC April-2022 Clause No. 17 Part-I):

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

53.2 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%.

- 53.3** 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
- 53.4** 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.
- 53.5** 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.
- 53.6** 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.
- 53.7** 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.
- 53.8** 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.
- 53.9** 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.
- 53.10** 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.
- 53.11** 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:

53.11.1 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.

53.11.2 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

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

53.12 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 **Contract**, sign the agreement or inter 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 (As per Advance Correction Slip no. 2. Of GCC April-2022)

53.13 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.

53.14 Documents to be enclosed by the JV alongwith the tender:

53.14.1 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.

53.14.2 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.

53.14.3 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

53.14.4 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.

53.14.5 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.

53.14.6 All other documents in terms of Para -9 chapter-II of the tender document or Para 10 of the Tender Form (Second Sheet) GCC April -2022.

53.14.7 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 confirming Appositille certificate. (As per New para of 17.14.7 Part-I of GCC April-2022 Advance correction Slip No.3)

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

53.15.1 Technical Eligibility Criteria :

(a) Technical Eligibility Criteria:

The tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:

- (iv) Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, or
- (v) Two similar works each costing not less than the amount equal to 40% of advertised value of the tender, or
- (vi) One similar work costing not less than the amount equal to 60% of advertised value of the tender.

The Similar nature of work for the purpose of eligibility criteria shall mean following: (Ref: vide PCEE/HQ/SECR's letter No. ELECT/SECR/243/Tender Policy/ date : 04.07.2024)

The definition for similar nature of work will be "The tender should have satisfactorily executed and completed any work as mentioned below:-

1. Electrification of service building or Staff quarters or Offices or Road and Colony Lighting or Circulating Area Lighting or Washing Pits or Sheds or workshops or UTS/PRS or UPS or Battery charging facilities or Pre-cooling facilities on platforms and yards etc.
2. Erection and Commissioning of LT, HT up to 33KV Overhead Lines or Electrical Sub-station or LT/HT UG power cables.
3. Annual Electrical Maintenance contract of Service building or Staff quarters or Electrical Sub-station or DG sets or Train lighting and /or Air conditioning coaches excluding RMPU units of AC Coaches.
4. Erection and Commissioning of any type and capacity of Electrical Pumping set.
5. Electrification of ON Grid connected or Off –Grid connected solar power plant.
6. Electrification of Advanced Energy metering system or Smart Energy metering system or Prepaid Energy meters.
7. Erection and Commissioning of AMC/CMC of Window/Split ACs/Water Coolers /Refrigerators / ductable package system of air –conditioning /Centralized Air Cooling Unit/Centralized air conditioning unit or hiring of desert coolers/air coolers.
8. Any above work or combination of (1) to (7).

The above work must have been carried out in any of the following organization: (a) Central Government Department or State Government Department. (b) Central Government PSUs or State Government PSUs.

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

shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates.

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

The technical eligibility for the work as per **para 53.15.1 (a)** 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 53.15.1 (a)** above, shall have technical capacity of minimum 10% of the cost of work i.e., each non-lead member of JV 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 invite, one similar single work for a minimum of 10 % of advertised value of the tender.**(As Per Advance correction Slip of Part-I (Annexure-I) Second Sheet GCC April -2022 Clause No. 17.15.1)**

Note for Para 53.15.1:

- a) *The Major component of the work for this purpose shall be the component of work having highest value. In cases where value of two or more component of work is same, any one work can be classified as Major component of work.*
- 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.*

53.15.2 Financial eligibility criteria :

Financial Eligibility Criteria:The tenderer must have minimum average annual contractual turnover of **V/N crores or 'V' whichever is less;** where

V= Advertised value of the tender in crores of Rupees

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

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

The tenderers shall submit requisite information as per **Annexure-VII 2(b)(of this Tender Document)**, along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet.

The JV shall satisfy the requirement of "Financial Eligibility" mentioned at **Para 53.15.2** above. The "financial capacity" of the lead partner of JV shall not be less than 51% of the financial eligibility criteria mentioned at **Para 53.15.2** 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

Signature of Tenderer(S)/Contractor(S) Page 91 of 150 Dy.Chief Electrical Engineer (Con)/Raipur

compliance of the above mentioned financial eligibility criteria in the tender under consideration.

53.15.3 Bid Capacity:-Biding Capacity is not applicable for this work.

MODEL FORMAT FOR MOU / JOINT VENTURE AGREEMENT.

1.	<p>This Joint Venture Agreement executed on this ____ day of _____ 2024__ at _____ between M/s _____ represented by Shri ____ as the first party</p> <p style="text-align: center;">AND</p> <p>M/s. _____ represented by Shri ____ as the second party</p> <p style="text-align: center;">AND</p> <p>(If other party then add next para)</p> <p>Note: The expression and words of the First and Second part shall mean and include their heirs, successors, assigns, nominees, executors, administrators and legal representatives respectively.</p>
2	That the name of JV Firm under this agreement shall be M/sJoint Venture.
3.	That the Parties mentioned above are desirous of carrying on the works jointly against the tender invited by, South East Central Railway, Bilaspur vide Tender Notice No. In connection with execution of
4.	That M/shaving a majority (at least 51 %) share of interest in the JV and fulfills the stipulated 'technical eligibility criteria' and 'financial eligibility criteria' as mentioned in the tender notice/tender document shall be lead member.
5.	<p>The share and responsibilities of the members of the JV firm shall be broadly as under:</p> <p>(i) The 1st party M/shaving share of% responsible for</p> <p>(ii) The 2nd party M/shaving share of% responsible for(Add other parties if applicable).</p>
6.	M/s Shall deal with the tender, sign the agreement or enter into contract, to receive payment to witness joint measurements of work done, to sign the measurement books and also to make all sorts of correspondence on behalf of this JV firm with the Railway and all notices/correspondence with respect to the contract would be sent only to this authorized member.
7.	That if letter of acceptance is issued in the name of JV firm, the members of JV firm shall form a legal entity. An agreement among the parties to the JV firm shall be executed and got registered before the Registrar of Companies under the Companies Act-2011 (in case of company) or before the Registrar/Sub-Registrar under the Registration Act, 1908 (in case of partnership firm) or under the and this agreement shall be submitted to the Railways.
8.	That all the parties to the JV shall be jointly and severally liable to the Railway for execution of the tendered project/works in accordance with the General and Special Conditions of the contract and also for the loss, damages caused to the Railways during the course of execution of the contract or due to non execution of the contract.
9.	That all parties to JV shall not have the right to assign or transfer the interest, right or liability in the contract without written consent of the other parties to this J.V and also Railways in respect of the said tender/contract.
10.	That all parties to J.V. certify that they have not been black listed or debarred by Railways or any other Ministry/Department of the Government of India/State

	Govt. from participation in tender/Contract in the past either in capacity of individuals or member of a JV or partnership firm.
11.	That the JV shall be valid during the currency of the contract including the period of extension if any and the maintenance period after the completion of work.
12.	That the Joint Venture agreement shall in all respect be governed by and interpreted in accordance with Indian Laws.

In witness, we signed, sealed and delivered.

..... Signature Name M/s(Seal) Address Signature Name M/s(Seal) Address (Add other parties if applicable)
1st Witness Signature Name Address	2nd Witness Signature Name Address

Note:- The Model Format for MOU/Joint Venture Agreement should be read in conjunction with provisions of Clause-17 of Indian Railways Standard General Condition of Contract published in April-2022 and the Guidelines for participation of Joint Venture Firms in Works tender.

54. PARTICIPATION OF PARTNERSHIP FIRMS IN WORKS TENDERS (As per Clause no. 18 of GCC-April-2022Part-I)

- 54.1** The Partnership Firms participating in the tender should be legally valid under the provisions of the Indian Partnership Act.
- 54.2** 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 prior to date of tender opening as per the Indian Partnership Act, prior to submission of tender.
- 54.3** 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.
- 54.4** Once the tender has been submitted, the constitution of the firm shall not 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.

- 54.5** 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.
- 54.6** 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.
- 54.7** 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.
- 54.8** 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.
- 54.9** 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/altered/ terminated during the currency of contract and the maintenance period after the work is completed as contemplated in the conditions of the contract. Any change carried out by partners in the constitution of the firm without permission of Railway, shall constitute a breach of the contract, liable for determination of the contract under Clause 62 of the Standard General Conditions of Contract.

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

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

54.10 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 partnership deed or a copy of the Partnership deed registered with the Registrar.
- (ii) A notarized or registered copy of Power of Attorney (duly registered as per Prevailing law) in favour of the individual tenderer 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 / any State Govt. 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 contract shall be determined under Clause 62 of the Standard General Conditions of Contract.
- (iv) All other documents in terms of Para - 9 of CHAPTER – I of the Tender document above. (As per clause no. 10 of GCC April-2022 Part-I Tender Form (Second Sheet) & Correction Slip.

54.11 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 - 9 of CHAPTER – I of the Tender document **(or As per GCC April -2022 Para 10 of the Tender Form (Second Sheet))** & Correction Slip.

55. Inclusion of 'Letter of Credit (LC)' as Mode of Payment. (Applicable for all works tenders or service tenders invited by railways through e-tendering on IREPS, having advertised value of Rs 10 lakh and above only.) vide Railway Board Letter No. 2018/CE-I/CT/9 Dtd.:- 04.06.2018.

As such, following special conditions are included in the works tenders:-

- i) For all the tenders having advertised cost of Rs. 10 lakh or above, the contractor shall have the option to take payment from Railways through a letter of credit (LC) arrangement.
- ii) This option of taking payment through LC arrangement has to be exercised in IREPS (Indian Railways E-Procurement System the e-application on which tender are called by Railway) 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 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 finalized 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 Authorization 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 Authorization.
- h) The Document of Authorisation shall be issued by Railway Accounts Office against each bill passed by Railways.
- i) On issuance of Document of Authorization, a copy of Document of Authorization shall be posted on IREPS for download by the contractor. A digitally signed copy of Document of Authorization 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 Authorization 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 Authorization, 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 Authorization 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 I.C, provided the sum total of payments to contractor is within the amount for which LC has been opened.
- o) The LC shall be closed after the release of final payment including P VC 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.

56. Advances to Contractor –(As per GCC April -2022 Para 19.0 of Annexure-I TENDER FORM (Second Sheet)

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.

**57. EXECUTION OF WORKS:
(As per Clause no. 19 Part-II of Standard GCC-April-2022):**

19.(1) Contractor's understanding: It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the progress of the works, the general and local conditions, the labour conditions prevailing therein and all other matters which can in any way affect the works under the contract.

19.(2) Commencement of Works: The Contractor shall commence the works within 15 days after the receipt by him of an order in writing to this effect from the Engineer and shall proceed with the same with due expedition and without delay

19.(3) Accepted Programme of Work (As per GCC-2022 Advance correction Slip No.1): The Contractor who has been awarded the work shall as soon as possible but not later than 30 days after the date of receipt of the acceptance letter in respect of contracts with initial completion period of two years or less or not later than 90 days for other contracts have to submit the detailed programme of work indicating the time schedule of various items of works in the form of Bar Chart/PERT/CPM. He shall also submit the details of organisation (in terms of labour and supervisors), plant and machinery that he intends to utilize (from time to time) for execution of the work within stipulated date of completion. The programme of work amended as necessary by discussions with the Engineer, shall be treated as the agreed programme of the work for the purpose of this contract and the Contractor shall endeavor to fulfill this programme of work. The progress of work will be watched accordingly and the liquidated damages will be with reference to the overall completion date. Nothing stated herein shall preclude the Contractor in achieving earlier completion of item or whole of the works than indicated in the programme.

In Contracts for works of New Line/Gauge Conversion/Doubling/Railway Electrification, finalized through Tenders having advertised value more than Rs.100 crores, the Contractor shall submit a detailed time programme to the Engineer within 30 days after issue of LOA. The program shall include the physical and Financial Progress vis-à-vis program and forecast cash flow adopting Project Management Software such as **Primavera/Sure Track/MS Project etc.** The program must identify the milestones, interface requirements and program reporting elements. The Contractor shall supply,

free of cost one set of authorized software to the Engineer and the soft copy of structured program for the project. This shall be updated every month. The Contractor shall also submit a revised programme whenever the previous programme is inconsistent with actual progress. Each programme shall include:

The order in which the Contractor intends to carry out the Works, including the anticipated timing of each stage, Contractor's Documents, procurement, manufacture of Plant, delivery to Site, construction, erection and testing, each of these stages for work by each Subcontractor, if any, the sequence and timing of inspections and tests specified in the Contract, and a supporting report which includes:

A general description of the methods which the Contractor intends to adopt, and of the major stages, in the execution of the Works, and details showing the Contractor's reasonable estimate for the number of each class of Contractor's Personnel & Equipment,

required on the Site for each major stage.

Unless the Engineer, within 21 days after receiving a programme, gives notice to the Contractor stating the extent to which it does not comply with the Contract, the Contractor shall proceed in accordance with the programme, subject to his other obligations under the Contract. The Engineer shall be entitled to rely upon the programme when planning their activities.

If, at any time, the Engineer gives notice to the Contractor that a programme fails (to the extent stated) to comply with the Contract or to be consistent with actual progress and the Contractor's stated intentions, the Contractor shall submit a revised programme to the Engineer within 15 days in accordance with this Sub-Clause.

19.(4) Setting out of Works: The Contractor shall be responsible for the correct setting out of all works in relation to original points, lines and levels of reference at his cost. The Contractor shall execute the work true to alignment, grade, levels and dimensions as shown in the drawing and as directed by the Engineer's representative and check these at frequent intervals. The Contractor shall provide all facilities like labour and instruments and shall co-operate with the Engineer's representative for checking of all alignment, grades, levels and dimensions. If, at any time, during the progress of the works any error appear or arise in any part of the work, the Contractor, on being required so to do by the Engineer's representative shall, at his own cost rectify such errors, to the satisfaction of the Engineer's representative.

Such checking shall not absolve the Contractor of his own responsibility of maintaining accuracy in the work. The Contractor shall carefully protect and preserve all bench marks, sight rails, pegs and other things used in setting out the work.

CHAPTER – VIII**CONDITIONS OF PRICES AND PAYMENT TERMS****A. SCOPE**

This chapter deals with prices to be paid for Supply and erection including testing, commissioning of various plants/equipments for items of works or for supplies and other amounts payable in accordance with accepted schedules of prices and rates and terms and conditions of payment mentioned herein.

This is a composite works contract. The total prices for the completed Items of work are the actual prices to the contractor as per the terms and conditions of the contract.

B. UNIT PRICES

The rate quoted by the Tenderer and accepted by the purchaser shall hold good till the completion of the work and no additional individual claim will be admissible on account of fluctuation in market rates or due changes in tax structures.

The rate quoted by the Tenderer shall include the cost of materials, Site Stores building/ infrastructure and its safety and security during execution of contract, all taxes and ED erection, testing and commissioning including all incidental charges like freight, transport, loading/unloading, handling of materials, lifting, descent, insurance coverage or Bankers charges, Indemnity Bond etc.

Concessional 'C' or 'D' Forms for the sales tax can be issued by the Railways only if applicable as per latest rules and regulations of the government.

C. EXPLANATORY NOTES

Explanatory notes for various items of works included in the schedule are given in **ANNEXURE –XII** of the tender document. Tenderer should carefully read and include all the cost of materials and erection, testing and commissioning as clearly explained in the Explanatory Notes.

D. TERMS OF PAYMENT

The contractor shall be entitled to get the payments subject to any deduction or recoveries which the purchaser may be entitled to make under the contract and subject to the conditions as stipulated in the subsequent clauses of **CHAPTER – VI “Special Conditions of Contract”(Part-II)**.

The payments shall be released as indicated and accepted in the Schedule of work. It may be noted that payment for schedule items meant for “supply and erection” of materials, the part payment for supply of materials may be released after deducting such additional amounts, to be decided by the site-in-charge, to cover-up the erection portion of the work. However, such payments can only be made with prior approval of Dy.CEE/Con/RAIPUR.

E. ON ACCOUNT PAYMENT (As per Clause No. 46 Part-II of Standard GCC July-2020)

(2) **“On-Account “Payments”**:The Contractor shall be entitled to be paid from time to time by way of “On-Account” payment only for such works as in the opinion of the Engineer he has executed in terms of the contract. All payments due on the Engineer’s/Engineer’s Representative’s certificates of measurements or Engineer’s certified “Contractor’s authorized Engineer’s measurements” shall be subject to any

deductions which may be made under these presents and shall further be subject to, unless otherwise required by **Clause 16 of these conditions (i.e. As per clause no. 16.1 of Standard GCC April-2022 Part-II)**, a retention of six percent by way of Security Deposits, until the amount of Security Deposit by way of such retentions shall amount to 5% of the total value of the contract provided always that the Engineer may by any certificate make any correction or modification in any previous certificate which shall have been issued by him and that the Engineer may withhold any certificate, if the works or any part thereof are not being carried out to his satisfaction. **(As per Clause No. 46.1 Part-II of Standard GCC April-2022 Part-II)**

(3) Rounding off Amounts: The total amount due on each certificate shall be rounded off to the nearest rupee, i.e. sum less than 50 paise shall be omitted and sums of 50 paise and more upto Rs.1 will be reckoned as Rs. 1. **(As per Clause No. 46.2 Part-II of Standard GCC April-2022)**

(4) On Account Payments not Prejudicial to Final Settlement:“On-Account” payments made to the Contractor shall be without prejudice to the final making up of the accounts (except where measurements are specifically noted in the Measurement Book as “Final Measurements” and as such have been signed by the Contractor and Engineer/Engineer’s Representative) and shall in no respect be considered or used as evidence of any facts stated in or to be inferred from such accounts nor of any particular quantity of work having been executed nor of the manner of its execution being satisfactory. **(As per Clause No. 46.3 Part-II of Standard GCC April-2022)**

(5) If payment(s) of Advances are applicable in the contract, as mentioned in the Tender Documents, Railway shall make payment(s) of Interest bearing advances, on the request of contractor. The payment and recovery of such Advances shall be made as under:

(a): Mobilisation Advance –

This shall be limited to 10% of the Contract value and shall be paid in 2 stages :
Stage 1– 5% of Contract Value on signing of the contract agreement.

Stage 2 – 5% on mobilization of site-establishment, setting up offices, bringing in equipment and actual commencement of work.

The stage 1 of advance shall be payable immediately after signing of contract agreement.

The stage 2 of advance shall be payable at the time of mobilisation, only after submission of an utilization certificate by the contractor that the Stage 1 advance has been properly utilized in the contract.

These Advances shall be payable against irrevocable guarantee (Bank Guarantee, FDRs) from a scheduled commercial bank of India of at least 110% of the value of the sanctioned advance amount (covering principal plus interest).

(b) : Advance Against Machinery and Equipment –

This advance shall be limited to a maximum of 10% of the contract value against new Machinery & Equipment, involving substantial outlay, brought to site and essentially required for the work. This advance shall not exceed 75% of the purchase price of such Equipment and shall be payable when Equipment is hypothecated to the President of India by a suitable bond or alternatively covered by an irrevocable Bank Guarantee from a scheduled commercial bank of India for full cost of the Plant & Equipment in a form acceptable to Railways. The Plant & Equipment shall be insured for the full value and for the entire period, they are required for the work. This Plant & Equipment shall not be removed from the site of work without prior written permission of the Engineer. No advance should be given against old Plant & Machinery.

The advances under sub clause (a) and (b) above, are subject to the following conditions -

(i) The full amount of Advances shall be recovered from contractor dues. The recovery shall commence when the value of contract executed reaches 15% of original contract value and shall be completed when the value of work executed reaches 85% of the original contract value. The installments on each "on account bill" will be on pro-rata basis.

Interest shall be recovered on the advance outstanding for the period commencing from the date of payment of advance till date of particular on-account bill (through which recovery of principal is effected) and adjusted fully against on-account bill along with pro-rata principal recovery. In the event of any short-fall, the same shall be carried forward to the next on-account bill and shall attract interest.

(ii) The advances shall be used by the Contractor for the purpose of the Contract, and for the purpose for which they are paid. Under no circumstances, shall the advances be diverted for other purposes. Any such diversion shall be construed as a breach of the Contract and the Contractor shall be asked to return the advance at once and pay interest at 15% per annum till the advance is recovered back from him. The Contractor shall return the advance and pay the interest in one go without demur. The Contractor, if required by the Engineer shall provide the details of utilisation of Mobilisation advance.

(iii) If the Contractor is found to have contravened the provision, it will constitute a breach of contract and Railway shall be entitled to terminate the contract and forfeit his Performance Guarantee as well as Security Deposit.

In cases, where the Contract is rescinded as per clause 62 of the contract or short closed under any other condition(s) of the contract, without making full recovery of advances and accrued interest thereon, by the Railway, such balance of advances and accrued interest thereon shall immediately become due and payable by the Contractor to the Railway. The same shall be recovered from any due of Contractor with the Government of India. **(As per Clause No. 46.4 Part-II of Standard GCC April-2022)**

(6) Manner of Payment: Unless otherwise specified payments to the Contractor will be transferred electronically to his bank account. **(As per Clause No. 46.5 Part-II of Standard GCC April-2022)**

Note:

- (i) On Account Payment to the extent of 90% will be made under total unit price of such items included in the schedule of prices only and executed in terms of this contract for which CEE(CON)/BSP or DY.CEE(Con)/RAIPUR considered appropriate and acceptable to make the on Account payment. A Bank Guarantee of 10% of the total value of Supply items should be submitted duly certified by the Collector of Stamp duty. The BG will be returned on completion of works along with the Final Bill. All Invoices accompanied by the
- Supplier's challan.
 - Inspection certificate granted by the RITES or Dy. CEE /Con/ Raipur or authorized representative.
 - Execution of indemnity bond on stamp duty materials supplied by the Railways.
 - Manufacturer test certificate.
 - Detailed entries made in the measurement book.

Without above documents payment cannot be made.

F. (i) FINAL PAYMENT: (As per Standard GCC April-2022 Clause No.51.1) :

On the Engineer's certificate of completion in respect of the works, adjustment shall be made and the balance of account based on the Engineer or the Engineer's representative's certified measurements or Engineer's certified "contractor's authorized engineer's measurements" of the total quantity of work executed by the Contractor upto the date of completion and on the rates accepted in Bill(s) of Quantities and for extra works on rates determined under Clause 39 of these Conditions shall be paid to the Contractor subject always to any deduction which may be made under these presents and further subject to the Contractor having signed delivered to the Engineer enclosing either a full account in detail of all claims he may have on the Railway in respect of the works or having delivered No Claim Certificate and the Engineer having after the receipt of such account given a certificate in writing that such claims are not covered under excepted matter i.e. Clauses 7(j), 8, 18, 22(5), 39.1, 39.2, 40A, 43(2), 45(i)(a), 55, 55-A(5), 57, 57A, 61(1), 61(2) and 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, that the whole of the works to be done under the provisions of the Contracts have been completed, that they have been inspected by him since their completion and found to be in good and substantial order, that all properties, works and things, removed, disturbed or injured in consequence of the works have been properly replaced and made good and all expenses and demands incurred by or made upon the Railway for or in the respect of damage or loss by from or in consequence of the works, have been satisfied agreeably and in conformity with the contract.

Note:-

Balance 10% payment will be made through final bill only after satisfactory completion of the entire contractual work, satisfactory operation and handing over of the assets to the Railway duly tested and commissioned subject to compliance of the following:-

- On Supply of catalogue and Operation Manual/Instruction Books wherever applicable.
- On Supply of "As Erected Drawing" of the equipment / installation Wherever applicable.
- No Claim Certificate in favor of Railway is issued by the contractor.
- As erected drawing (SED) as mentioned in schedule.

Any other paper required for obtaining EIG sanction.

G. POST PAYMENT AUDIT (As Per Clause No. 51.2 Part-II of Standard GCC April-2022)

It is an agreed term of contract that the Railway reserves to itself the right to carry out a post-payment audit and/ or technical examination of the works and the Final Bill including all supporting vouchers, abstracts etc. and to make a claim on the Contractor for the refund of any excess amount paid to him till the release of security deposit or settlement of claims, whichever is later, if as a result of such examination any over-payment to him is discovered to have been made in respect of any works done or alleged to have been done by him under the contract.

H. Production of Vouchers etc. by the Contractor (As per Standard GCC April-2022 Clause No.51.A)

- (i) For a contract of more than one crore of rupees, the Contractor shall, whenever required, produce or cause to be produced for examination by the Engineer any quotation, invoice, cost or other account, book of accounts, voucher, receipt, letter,

memorandum, paper of writing or any copy of or extract from any such document and also furnish information and returns verified in such manner as may be required in any way relating to the execution of this contract or relevant for verifying or ascertaining cost of execution of this contract (the decision of the Engineer on the question of relevancy of any documents, information or return being final and binding in the parties). The Contractor shall similarly produce vouchers etc., if required to prove to the Engineer, that materials supplied by him, are in accordance with the specifications laid down in the contract.

- (ii) If any portion of the work in a contract of value more than one crore of rupees be carried out by a sub-contractor or any subsidiary or allied firm or company (as per Clause 7 of the Standard General Conditions of Contract), the Engineer shall have power to secure the books of such sub-contract or any subsidiary or allied firm or company, through the Contractor, and such books shall be open to his inspection.
- (iii) The obligations imposed by Sub Clause (i) & (ii) above is without prejudice to the obligations of the Contractor under any statute rules or orders binding on the Contractor.

I. PAYMENT FOR SPARES AND FOR ADDITIONAL SUPPLIES

The contractor shall be eligible for receipt of full 100% payment for Supply of spares and additional supplies ordered on him in accordance with prices including in the schedule. Payment will be made to the contractor after handing over of the spares to the Railway in good working condition on production of Bank guarantee, valid for a period of 12 months from the date of Supply.

J. Price Variation Clause (PVC) : (As per para 46A of GCC April -2022& Advance Correction Slip No.1)

Applicability: Price Variation Clause (PVC) shall be applicable only in tender having advertised value above **Rs. 2 Crores**. Provided further that, in a contract where PVC is applicable, following shall be outside the purview of price adjustments (i.e. shall be excluded from the gross value of the work for the purpose of price variation) :

- a) Materials supplied by Railway to the Contractors, either free or at fixed rate;
- b) Any extra item(s) included in subsequent variation falling outside the purview of the Bill(s) of Quantities of tender, under clause 39. (1)(b) of these Standard General Conditions, unless applicability of PVC and 'Base Month' has been specially agreed, while fixing the rates of such extra item(s).

NOTE:- Price Variation Clause **will be** applicable for this instant case. For details of PVC clause please refer to page No. from **105 to 108** of this tender document

K. PAYMENT OF STATUTORY VARIATION IN TAXES AND DUTIES

The unit prices quoted by the tenderer and accepted by the Railway Administration shall be firm. Also the purchaser will not be responsible for the payment of duties and taxes made by the tenderer under misappropriation of law.

L. FINAL SETTLEMENT AND REFUND OF SECURITY DEPOSIT

On expiry of the warranty period and issue of the certificate for final acceptance produced all the dues payable by the contractor to the Railway have been duly paid or Otherwise made good by the contractor, the security deposit will be refunded to the contractor on production and surrender of the relative original receipts granted by the Railway in case it was paid in cash, and where the security deposit is in the form of Bank Guarantee will

terminate the contract. The Security Deposit shall however, be liable to the forfeited in case of any breach by the contractor of any of the conditions of the contract or for non completion of the full contract without prejudice to other rights and remedies of the Railway whether specifically provided for herein or otherwise.

M. MEASUREMENT

Payment for the work shall be made in accordance with the specifications, approved designs and drawings and measured in relevant units. The measurement will be made generally in accordance with the Tender Schedule in conformity with the Explanatory Notes of the Tender schedule, specification and standard engineering practices.

N. MEASUREMENT OF WORKS BY RAILWAY: (As Per Clause No. 45 (i) Part-II of Standard GCC – April-2022)

Measurement of Works by Railway: The Contractor shall be paid for the works at the rates in the accepted Bill(s) of Quantities and for extra works at rates determined under Clause 39 of these Conditions on the measurements taken by the Engineer or the Engineer's representative in accordance with the rules prescribed for the purpose by the Railway. The quantities for items the unit of which in the accepted Bill(s) of Quantities is 100 or 1000 shall be calculated to the nearest whole number, any fraction below half being dropped and half and above being taken as one; for items the unit of which in the accepted Bill(s) of Quantities is single, the quantities shall be calculated to two places of decimals. Such measurements will be taken of the work in progress from time to time and at such intervals as in the opinion of the Engineer shall be proper having regard to the progress of works. The date and time on which 'on account' or 'final' measurements are to be made shall be communicated to the Contractor who shall be present at the site and shall sign the results of the measurements (which shall also be signed by the Engineer or the Engineer's representative) recorded in the official measurements book as an acknowledgement of his acceptance of the accuracy of the measurements. Failing the Contractor's attendance, the work may be measured up in his absence and such measurements shall, notwithstanding such absence, be binding upon the Contractor whether or not he shall have signed the measurement books provided always that any objection made by him to measurement shall be duly investigated and considered in the manner set out below:

(a) It shall be open to the Contractor to take specific objection to any recorded measurements or Classification on any ground within seven days of the date of such measurements. Any re-measurement taken by the Engineer or the Engineer's representative in the presence of the Contractor or in his absence after due notice has been given to him in consequence of objection made by the Contractor shall be final and binding on the Contractor and no claim whatsoever shall thereafter be entertained regarding the accuracy and Classification of the measurements.

(b) If an objection raised by the Contractor is found by the Engineer to be incorrect the Contractor shall be liable to pay the actual expenses incurred in measurements.

O. MEASUREMENT OF WORKS BY CONTRACTOR'S AUTHORIZED REPRESENTATIVE (in case the contract provides for the same): (As Per Clause No. 45 (ii) Part-II of Standard GCC April-2022)

(a) The Contractor shall be paid for the works at the rates in the accepted Bill(s) of Quantities and for extra works at rates determined under Clause 39 of these Conditions on the measurements taken by the Contractor's authorized Engineer in accordance with the rules prescribed for the purpose by the Railway. The quantities for items the unit of which in the accepted Bill(s) of Quantities is 100 or 1000 shall be calculated to the nearest whole number, any fraction below half being dropped and half and above being taken as one; for items the unit of which in the accepted Bill(s) of Quantities is single, the quantities shall be calculated to two places of decimals. Such

measurements will be taken of the work in progress from time to time. The date and time on which 'on account' or 'final' measurements are to be made shall be communicated to the Engineer.

The date and time of test checks shall be communicated to the Contractor who shall be present at the site and shall witness the test checks, failing the Contractor's attendance the test checks may be conducted in his absence and such test checks shall notwithstanding such absence be binding upon Contractor provided always that any objection made by Contractor to test check shall be duly investigated and considered in the manner set out below:

- (i) It shall be open to the Contractor to take specific objection to test checks of any recorded measurement within 7 days of date of such test checks. Any re-test check done by the concerned Railway's authority in the presence of the Contractor or in his absence after due notice given to him in consequent of objection made by the Contractor shall be final and binding on the Contractor and no claim whatsoever shall thereafter be entertained regarding the accuracy and classification of the measurements.
- (ii) If an objection raised by the Contractor is found by the Engineer to be incorrect the Contractor shall be liable to pay the actual expenses incurred in measurements.

(b) Incorrect measurement, actions to be taken: If in case during test check or otherwise, it is detected by the Engineer that agency has claimed any exaggerated measurement or has claimed any false measurement for the works which have not been executed; amounting to variation of 5% or more of claimed gross bill amount, action shall be taken as following:

- (i) On first occasion of noticing exaggerated/ false measurement, Engineer shall recover liquidated damages equal to 10% of claimed gross bill value.
- (ii) On any next occasion of noticing any exaggerated/false measurement, railway shall recover liquidated damages equal to 15% of claimed gross bill value. In addition the facility of recording of measurements by Contractor as well as release of provisional payment shall be withdrawn. Once withdrawn, measurements shall be done by railway as per clause 45(i) above.(i.e. **clause 45 (i) Part-II** of Indian Railway Standard **GCC April-2022 (i.e. Clause N above. Of this chapter).**

PRICE VARIATION CLAUSE

(As per GCC-April-2022)

46A.2 Base Month: The Base Month for 'Price Variation Clause' shall be taken as the one month prior to closing of tender, unless otherwise stated elsewhere. The quarter for applicability of PVC shall commence from the month following the Base month. The Price Variation shall be based on the average Price Index of the quarter under consideration.

46A.3 Validity:

Rates accepted by Railway Administration shall hold good till completion of work and no additional individual claim shall be admissible except:

- (a) Payment/recovery for increase/decrease in GST on works contract or imposition/removal of any tax/cess on Works Contract as per Clause 37,
- (b) Payment/recovery for overall market situation as per Price Variation Clause given hereunder.

46A.4 Components of various items in a contract on which variation in prices be admissible, shall be steel, cement, ferrous material, non-ferrous material, insulators, zinc

and other materials, labour, plant & machinery, fuel, explosives, detonators etc. Adjustment for variation in prices of these items shall be determined in the manner prescribed.

46A.5 No price variation shall be admissible for fixed components.

46A.6 The percentages of various components in various type of works shall be as specified for all item (s)/ Bill(s) of Quantities in tender document and the same shall be fixed as per table & classifications given below:

(As per GCC-April-2022)& Advance Correction Slip No.1)

46A.7 Formulae: The Amount of variation in prices in various components (labour, material etc.) shall be worked out by the following formulae:

- (i)
$$L = \frac{(W \text{ or } W_{SF} \text{ or } W_F \text{ or } W_{SFL} \text{ or } W_{FL}) \times (L_Q - L_B) \times L_C}{L_B \times 100}$$
- (ii)
$$M = \frac{(W \text{ or } W_{SF} \text{ or } W_F \text{ or } W_{SFL} \text{ or } W_{FL}) \times (M_Q - M_B) \times M_C}{M_B \times 100}$$
- (iii)
$$F = \frac{(W \text{ or } W_{SF} \text{ or } W_F \text{ or } W_{SFL} \text{ or } W_{FL}) \times (F_Q - F_B) \times F_C}{F_B \times 100}$$
- (iv)
$$E = \frac{(W) \times (E_Q - E_B) \times E_C}{E_B \times 100}$$
- (v)
$$PM = \frac{(W \text{ or } W_{SF} \text{ or } W_F \text{ or } W_{SFL} \text{ or } W_{FL}) \times (PM_Q - PM_B) \times PM_C}{PM_B \times 100}$$
- (vi)
$$S = \frac{(W \text{ or } W_S \text{ or } W_{SF}) \times (S_Q - S_B) \times S_C}{S_B \times 100}$$
- (vii)
$$C = \frac{(W \text{ or } W_C) \times (C_Q - C_B) \times C_C}{C_B \times 100}$$

(II) For Railway Electrification Works:

- (viii)
$$T = [0.4136 \times (C_Q - C_B) / C_B] \times 85$$
- (ix)
$$R = [0.94 \times (R_T - R_O) / R_O + 0.06 \times (Z_T - Z_O) / Z_O] \times 85$$
- (x)
$$N = [(P_T - P_O) / P_O] \times 85$$
- (xi)
$$I = [(I_T - I_O) / I_O] \times 85$$
- (xii)
$$G = [(M_Q - M_B) / M_B] \times 85$$
- (xiii)
$$Er = [(L_Q - L_B) / L_B] \times 85$$

Where,

- L Amount of price variation in Labour
- M Amount of price variation in Materials
- F Amount of price variation in Fuel
- E Amount of price variation in Explosives
- PM Amount of price variation in Plant, Machinery and Spares
- S Amount of price variation in Steel Supply Item
- C Amount of price variation in Cement Supply Item
- T Percentage variation payable on the gross value of bill of Concreting (Bill(s) of Quantities for concrete items)
- R Percentage variation payable on the gross value of bill of Ferrous Items (Bill(s) of Quantities for ferrous items)

N	Percentage variation payable on the gross value of bill of Non-Ferrous Items (Bill(s) of Quantities for non-ferrous items)
I	Percentage variation payable on the gross value of bill of Insulator (Bill(s) of Quantities for Insulator items)
G	Percentage variation payable on the gross value of bill of General Works Bill(s) of Quantities for General items)
Er	Percentage variation payable on the gross value of erection (Bill(s) of Quantities for Erection Item)
L _C	% of Labour Component in the item(s)
M _C	% of Material Component in the item(s)
F _C	% of Fuel Component in the item(s)
E _C	% of Explosive Component in the item(s)
PM _C	% of Plant, Machinery and Spares Component in the item(s)
S _C	% of Steel Supply item Component in the item(s)
C _C	% of Cement Supply item Component in the item(s)
W	Gross value of work done by Contractor as per on-account bill(s) excluding the Gross value of work under W _S or/and W _C or/and W _{SF} or/and W _F or/and W _{SFL} or/and W _{FL} and cost of materials supplied by Railway either free or at fixed rate,
W _S	Gross value of work done by Contractor for item(s) of supply of steel.
W _C	Gross value of work done by Contractor for item(s) of supply of cement and /or supply of grout material.
W _{SF}	Gross value of work done by Contractor for item(s) of Fabrication & Erection of Structures including supply of Steel.
W _F	Gross value of work done by Contractor for Fabrication & Erection of Structures excluding supply of Steel.
W _{SFL}	Gross value of work done by Contractor for item(s) of Fabrication, Assembly, Erection / Launching of Girders including supply of Steel.
W _{FL}	Gross value of work done by Contractor for item(s) of Fabrication, Assembly, Erection / Launching of Girders excluding supply of Steel.
L _B	Consumer Price Index for Industrial Workers - All India: Published in R.B.I. Bulletin for the base period
L _Q	Consumer Price Index for Industrial Workers - All India: Published in R.B.I. Bulletin for the average price index of the 3 months of the quarter under consideration
M _B	Wholesale Price Index: All commodities – as published in the R.B.I. Bulletin for the base period
M _Q	Wholesale Price Index: All commodities – as published in the R.B.I. Bulletin for the average price index of the 3 months of the quarter under consideration
F _B	The average of official prices of Diesel available on the official website of 'Petroleum Planning and Analysis cell' under Ministry of Petroleum and Natural Gas for Delhi, Kolkata, Mumbai & Chennai, for the base period
F _Q	The average of official prices of Diesel available on the official website of 'Petroleum Planning and Analysis cell' under Ministry of Petroleum and

	Natural Gas for Delhi, Kolkata, Mumbai & Chennai, for the 3 months of the quarter under consideration
E _B	Index number of Monthly Whole Sale Price Index for the category 'Explosive' of (g). Manufacture of other chemical products under (J) MANUFACTURE OF CHEMICALS AND CHEMICAL PRODUCTS, published by Office of Economic Adviser, Govt. of India, Ministry of Commerce & Industry, Department of Industrial Policy & Promotion (DIPP), for the base period.
E _Q	Index number of Monthly Whole Sale Price Index for the category 'Explosive' of (g). Manufacture of other chemical products under (J) MANUFACTURE OF CHEMICALS AND CHEMICAL PRODUCTS, published by Office of Economic Adviser, Govt. of India, Govt. of India, Ministry of Commerce & Industry, Department of Industrial Policy & Promotion (DIPP), for the average price index of 3 months of the quarter under consideration.
PM _B	Index Number of Wholesale Prices in India by Groups and Sub Groups (Averages) for 'Manufacture of machinery for mining, quarrying and construction'– published in RBI (Reserve Bank of India) Bulletin, for the base period.
PM _Q	Index Number of Wholesale Prices in India by Groups and Sub Groups (Averages) for 'Manufacture of machinery for mining, quarrying and construction'– published in RBI (Reserve Bank of India) Bulletin, for the average price index of 3 months of the quarter under consideration.
S _B	The average rate provided by the Joint Plant Committee for the relevant category of steel item as mentioned in Clause 46A.9; for the base period.
S _Q	The average rate provided by the Joint Plant Committee for the relevant category of steel item as mentioned in Clause 46A.9; for the 3 months of the quarter under consideration.
C _B	Index No. of Wholesale Price Index of sub-group Cement, Lime & Plaster as published in RBI Bulletin for the base period
C _Q	No. of Wholesale Price Index of sub-group Cement, Lime & Plaster as published in RBI Bulletin for the average price index of the 3 months of the quarter under consideration
R _T	IEEMA price index for Steel Blooms (size 150mmx150mm) for the month which is two months prior to date of inspection of material.
R _O	IEEMA price index for Steel Blooms (size 150mmx150mm) for the month which is one month prior to date of opening of tender.
P _T	IEEMA price index for Copper wire rods for the month which is two months prior to date of inspection of material.
P _O	IEEMA price index for Copper wire rods for the month which is one month prior to date of opening of tender.
Z _T	IEEMA price index for Zinc for the month which is two months prior to date of inspection of material
Z _O	IEEMA price index for Zinc for the month which is one month prior to date of opening of tender
I _T	RBI wholesale price index for the sub-group "Insulators" for the month which is two months prior to date of inspection of material
I _O	RBI wholesale price index for the sub-group "Insulators" for the month which is one month prior to date of opening of tender.

ANNEXURE – I**REVISED MODEL FORM OF BANK GUARANTEE BOND**

(This is for the purpose of submission of Performance Guarantee after award of work and before execution of contract agreement by the successful tender)

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 this Agreement dated _____ made between _____ and _____ for _____ (hereinafter called “ the said Agreement”), of performance guarantee for the due 109ommissioni by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. _____ (Rupees _____) we, _____ (hereinafter referred to as (indicate the name of the bank) “ 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 the (indicate the name of the bank) to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Government (Railways) 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 (Railway) by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor(s) failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. _____.

3. We under take to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suite or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

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

4. We, _____ (indicate the name of the basis) 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 _____ we shall be discharged from all liability under this guarantee thereafter. .

5. We _____ (indicate the name of the bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said

agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the Government or any indulgence by the Government to the said Contractor(s), or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

7. We, _____ (indicate the name of the bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government/Railway in writing.

Dated the _____ day of _____ 20....

For _____

(Indicate the name of the bank)

NOTES:

(1) If the tenderer submit Performance Guarantee in the shape of Bank Guarantee, then it will be accepted only if the same matches verbatim with the given format.

(2) The Bank Guarantee/extension of the B.G. if any in future to be submitted by the supplier(s)/ contractor(s) should be sent directly to the concerned authorities by the issuing Bank under Registered Post A/D

ANNEXURE – II**INDEMNITY BOND FOR ON ACCOUNT PAYMENTS****(SAMPLE ONLY)**

We M/s. _____ hereby undertake that we holdat _____ (fill in the name of location) for and on behalf of the President of India acting in the premises through the Dy. Chief Electrical Engineer (Construction), SECR, Raipur(herein after referred to as the “Purchaser” and as his property in trust for him all materials works for which on account payments have been made to us against the contract for _____ vide letter of acceptance of Tender No. _____

Dated: _____ until such time the materials/works are duly installed/and communicated 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 installed/and commissioned 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. The said materials/works shall at all time be open inspection by Officer authorized by the Dy. Chief Electrical Engineer (Construction), SECR, Raipur.

Should any loss, damage or deterioration of materials/works occur and refund become due, the purchaser shall be entitled to recover from us the full cost without prejudice to any other remedies available to him by deduction from any sum or any such which at any time hereafter become due to us under the said or any other contract.

Dated: _____ Day of _____ 20____.

For and on behalf of

M/s. _____ (Contractor)

Signature of witness:

Name of witness in

Block letters _____

Address: _____

**FORMAT FOR CERTIFICATE TO BE SUBMITTED/UPLOADED BY TENDERER
ALONGWITH THE TENDER DOCUMENTS****(As Per Annexure-V of GCC April - 2022 & Advance Correction Slip no.1,2,3,4&5)**

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 the behalf of the tenderer including its constituents as under:

1. I/we the tenderer (s) am/are signing this document after carefully reading the contents.
2. I/We the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the tender documents from Indian Railway website www.ireps.gov.in . I/we have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of work or final payment of the contract, the master copy available with the railway Administration shall be final and binding upon me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. **I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.**
6. **I/We declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.**
7. I/we certify that I/we the tenderer(s) is/are not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of submission of bids, either in individual capacity or as a HUF/ member of the partnership firm/LLP/JV/Society/Trust.
8. I/we understand that if the contents of the **Certificate** submitted by us are found to be forged/false at any time during process for evaluation of tenders, it shall lead to forfeiture of the Bid Security and may also lead to any other action provided in the contract including banning of business for a period of upto two year. Further, I/we (insert name of the tenderer) ** and all my/our constituents understand that my/our offer shall be summarily rejected. **(As Per GCC-April -2022 ACS No.4)**
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.**(As Per GCC-April -2022 ACS No.4)**

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.**

ANNEXURE – IIIA**FORMAT FOR CERTIFICATE TO BE SUBMITTED/UPLOADED BY TENDERER
ALONGWITH THE TENDER DOCUMENTS****(As Per Annexure-V(A)GCC April - 2022 & Advance Coirrection Slip no.2)**

(This certificate is to be given by attorney/ authorized/each member of Partnership firm/Joint Venture (JV)/ Hindu Undivided Family (HUF)/Limited Liability Partnership (LLP) etc.)

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

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

SEAL AND SIGNATURE
OF THE CONSTITUENT FIRM/CONSTITUENT PARTNER

Place:

Dated:

ANNEXURE –IV

TENDERER'S SCHEME OF WORK AND TIME SCHEDULE

1. Site Survey.
2. Submission of Survey plan for approval.
3. Approval of Lay out plans.
4. Preparation and submission of typical cross-sections Drawings etc. for foundations
5. Approval of cross section drawing of Foundation
6. Bulk order for materials.
7. Foundations and stub setting.
8. Galvanizing and delivery of steel work.
9. Delivery of conductor, Insulators, Fittings etc.
- 10 Stringing.
11. Testing and commissioning.
12. Guarantee period.

(Signature of Tenderers)

FORM OF COMPLETION CERTIFICATE

पूर्णतः प्रमाण पत्र का प्रारूप

(The form should be filled up by the Contractor after completion of the **General Services Work** of this tender so that the EIG papers can be processed further)

I/We certify that the installation detailed below has been installed by me/us and tested and that to the best my/our knowledge and belief, it complies with Indian Electricity Rules, 1956 as well as IS-732-1963. Code of practice for Electrical wiring Installations (System voltage not exceeding 650 Volts.) Electrical Installation at:

1	Voltage and System of supply	
2	Load Type	
3	System of wiring.	
4	Particulars of work :	
i)	Light points :	
ii)	Fan Points :	
iii)	Plug Points(3 Pin) :	
iv)	Other Plant :	
5	Earthing – <ul style="list-style-type: none"> • Description of earthing electrode • Size of earth wire • Number of earth electrodes provided • Resistance of Earthing Electrode or earthing system 	
6	TEST REPORTS of Insulation resistance <ul style="list-style-type: none"> • Between each conductors • Between each conductor and earth 	

Signature of Supervisor

निरीक्षक के हस्ताक्षर

Name and Address of supervisor

निरीक्षक का नाम व पता

Signature of Contractor

ठेकेदार के हस्ताक्षर

Name and Address of Contractor

ठेकेदार का नाम व पता

SOUTH EAST CENTRAL RAILWAY**NOVATION AGREEMENT TO PRINCIPAL AGREEMENT
C.A. No.**

Articles of agreement made on this day..... In the year Two Thousand and Twenty between the President of India, acting through the.....S.E.C.Railway/Bilaspur. Administration having its office at Bilaspur herein after called the 'Railway' of the first part andName of Contractor..... hereinafter called the 'Contractor' of the second part and Indian Railway Finance Corporation Limited herein after called the 'IRFC' of the third part having its office at with GSTN.....(GSTN of billing unit(IRFC)).

First part, second part and third part collectively hereinafter called the 'Parties'.

Where as the party hereto of the second part executed and agreement with the party hereto of the first part being agreement no.....dated..... with contract cost of Rs..... For performance ofhereinafter called the 'Principal Agreement'.

Now it is hereby agreed by and between the parties that Indian Railway finance Corporation shall be made an additional party to the Principal Agreement executed between Railway and Contractor with effect from date of this agreement.

It is agreed by and between the parties that Railway shall continue to be held responsible for all obligations, risk and liabilities, whatsoever, arising out of or in connection with the Principal Agreement ad this Novation Agreement, whether during the progress of work or after its completion.

It is further agreed and understood by and between the parties that IRFC shall be owner of assets, if any, arising out of execution of works as defined in the Principal Agreement, except the land whose ownership shall continue with Railway. Accordingly, the invoices shall be issued by capturing GSTIN of contractor(as the supplied) and GSTIN of IRFC (as the bill-to-party). Also, the contractor shall submit the invoice, issued in the name of IRFC, to Railway for processing payment by Railway to contractor subject to applicable TDS under the Income Tax, GST or any other applicable laws.

It is further agreed by and between the parties that IRFC shall be responsible to comply with Income Tax and GST laws in relation to filing of returns.

It is further agreed and understood by and between the parties that, except for the amended obligations as mentioned above, the terms of the Principal Agreement for all kind of contractual/performance and legal obligations shall remain in full force and effect.

All the communication in relation to the Principal Agreement and Said Novation Agreement, would only be between party hereto of first part and second part.

Signature of contractor

For & on behalf of the
Indian Railway Finance Corporation.

Dy. Chief Electrical Engineer
S.E.C.Rly/ Raipur
For & on behalf of President of India

Witness:

1.
2.

Witness:

1.
2.

Witness:

1.
2.

ANNEXURE – VII**PROFORMA FOR SUBMISSION OF DOCUMENT****(1) Name and address of the firm :**

a	Individual/Proprietorship firm	
b	Partnership firm	
c	Private Ltd./Public Ltd.	
d	Government Undertaking	

(2) Documents in support of eligibility criteria :

(a) Document in support of Technical criterion: List of similar nature of works (similar nature as defined in the NIT) completed or substantially completed in last **Seven years** (ending last day of month previous to the one in which tender is invited). Works completion Certificates as per above similar nature must be furnished along with the offer for technical eligibility, as given in **Annexure- IX** of this tender document.

(b) Document in support of financial criterion :-Each Bidder or each member of a JV must fill in this form separately:(As per GCC April-2022 Annexure-VIB)

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)

(c) PROFORMA FOR BID CAPACITY: Bid Capacity (If applicable as per NIT):

The Bid Capacity of the tenderer may be submitted in the following format duly enclosing documents mentioned in this regard in the NIT.

List of Works in Hand

Sl. No	Name of work and contract agreement no. With date	Name and address of employers	Contractual Agreement value in Cr	Revised value if any in Cr	Completion time as per original agreement and any extension granted.	Payment received upto date of opening of this tender in Cr	Balance Amount of ongoing work to be completed in next 'N' years. In Cr
1	2	3	4	5	6	7	8

TENDERER'S CREDENTIALS (BID CAPACITY)

(As Per **ANNEXURE – VI** of GCC Aprl-2022& **Advance Correction Slip No. 1 and 11**)

RAILWAY

For tenders having advertised value more than Rs 10 crore wherein eligibility criteria include Bid Capacity also, the tenderer will be qualified only if its available bid capacity is equal to or more than the total bid value of the present tender. The available bid capacity shall be calculated as under:

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

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 the 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 -

- 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
- 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

- 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
- 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.

(3) Works in Hand

Sl	Name of Work	Agreemental value	Name & Address of employer	Completion time to complete the of work.	Whether extension given and reason for extension
1	2	3	4	5	6

(4) List of Plants and Machineries available on hand and proposed to be inducted and hired for the tendered work.

Sl. No.	Name and make of machinery with capacity & date of manufacture	Whether owned or proposed to be inducted or hired	Condition of machinery	Place where deployed presently	Whether the machine can be deployed immediately after contract is awarded.

(5) List of personnel, organization available on hand and proposed to be engaged for the subject work.

(a) Detail of technical personnel (Available on hand.)

Sr	Name	Age	Technical Qualification	Commencement of Present Employment	Total experience	Emoluments
1	2	3	4	5	6	7

--	--	--	--	--	--	--

(b) Detail of technical personnel (Proposed to be engaged.)

Sr	Name	Age	Technical Qualification	Commencement of Present Employment	Total experience	Emoluments
1	2	3	4	5	6	7

(6) Bank account details: Any payment to the tenderer/contractor including releasing of the Bid Security of un-successful tenderers will be done through electronic transfer for which the tenderer/ contractor must furnish following details:

Sl. No.	Items	Details to be furnished
(i)	Name of the Account Holder	
(ii)	Name of the Bank	
(iii)	Branch of Bank and full address	
(iv)	Account No as appearing on the Cheque Book	
(v)	RTGS/IFSC Code	
(vi)	Account Type (i.e. Current or Saving)	

**Signature of the tenderer/Contractor
Seal & Date**

Note: Documentary evidence regarding above declaration are to be attached by the tenderer and if it found incorrect after verification of the declarations, their offers may be rejected without any further correspondence in this regard with the tenderers.

UNDERTAKING

I / We _____ in my / our capacity as _____ of the tenderer hereby declare that the above mentioned particulars are true and correct to the best of my/our knowledge and belief. I/we understand that action can be taken against the firm within the purview of the contract any of the particulars declared by above are found to be misleading or incorrect.

**Signature of the tenderer/Contractor
with Seal and Date**

ANNEXURE- VIII

(Bid Security)*As per GCC April-2022 Annexure -VIA)***Bank Guarantee Bond from any scheduled commercial bank of India***(On non-judicial stamp paper, which should be in the name of the Executing Bank).***Name of the Bank: -----**

President of India,
 Acting through,
 Railway,

Beneficiary: Railway

Date:.....

Bank Guarantee Bond No.:**Date:-----**

In consideration of the President of India acting through----- **(Designation & address of Contract Signing Authority)**,Railway,, (hereinafter called "The Railway") having invited the bid for_____through Notice inviting tender (NIT) No.._____, We have been informed that **[Insert name of the Bidder]**..... **(hereinafter called "the Bidder")** intends to submit its bid (hereinafter called "the Bid") . WHEREAS, the Bidder is required to furnish Bid Security for the sum of **[Insert required Value of Bid Security]**, in the form of Bank Guarantee, according to conditions of Bid.

AND

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

1. KNOW ALL MEN that by these present that I/We the undersigned **[Insert name(s) of authorized representatives of the Bank]**, being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay to the Railway full amount in the sum of **[Insert required Value of Bid Security]** as above stated.
2. The Bank undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway on the Bank shall be final, conclusive and binding, absolute and unequivocal on the Bank notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Bidder or Bank.
3. The Bank shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the Bidder and without the Railway being required to show grounds or give reasons for its demand of the amount so demanded.
4. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.
5. The Bank agrees that no change, addition, modifications to the terms of the Bid document or to any documents, which have been or may be made between the Railway and the Bidder, will in any way absolve the Bank from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification made by Railway at any time.
6. This guarantee will remain valid and effective from.....**[insert date of issue]**till**[insert date, which should be minimum 90 days beyond the expiry of validity of Bid]**. Any demand in respect of this Guarantee should reach the Bank within the validity period of Bid Security.

7. The Bank Guarantee is unconditional and irrevocable.
8. The expressions Bank and Railway herein before used shall include their respective successors and assigns.
9. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the Railway. This guarantee is subject to the Uniform Rules for Demand 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.

(PROFORMA FOR WORK COMPLETION CERTIFICATE)**To,**

CEE (Con)
South East Central Railway, Bilaspur(C.G.)

Subject:- Work Completion certificate.

(i)	Name of work	
(ii)	Scope of works in details	
(iii)	Date of award of work.	
(iv)	Completion period as per original agreement.	
(v)	Actual date of completion if the work is completed in all respect.	
(vi)	value of work as per original agreement/revised sanctioned value if any,.	
(vii)	Paid amount including statutory deduction till date.	
viii)	Value of completed works	
(ix)	Whether the work is completed in all respect or Not.	
(x)	Performance.	
(xi)	Remarks if any.	
(xii)	Full address of certificate issuing officer with Phone /Mobile No. And email address.	

**Signature of the competent Issuing Officer
(with Seal) of the concern organization**

ANNEXURE -X**(RATE SHEET)**

Name of the work:- "Electrical general construction work in connection with (i) Replacement of PI by EI at Kumhari and Sarona, (ii) Construction of Y-Link line from Durg direction line to Dallirajhara line at Maroda Yard and (iii) construction of EI building-01 no. & end goomty-04 nos. between DLBS-Durg; in Raipur division over S.E.C. Railway"			
Sl. No.	Description of Schedule	Basic Value(in Rs.)	Rate to be quoted In Figure & Words
1.	Schedule-A	26450402.72	_____ % (_____ percent) Above/Below/At Par rates against each item covered under Schedule of work.
	Grand Total	26450402.72	
	Rs. 2,64,50,402.72 (Rupees Two Crore Sixty Four Lakh Fifty Thousand Four Hundred Two and Paise Seventy Two) Only		

Note:

(1) The tenderer(s) shall quote **single percentage rate** indicating above/ below/ at Par, for each individual schedule.

(2) The quantities indicated in the Schedule of rates are approximate. The Railway's reserve the right to alter the same as per requirements and site conditions for successful completion of the work.

(3) Rates indicated for all the Non-SOR items are including all elements of cost such as all lead, lift, ascent, descent, crossing of rivers/railway track/nallahs, handling, re-handling, royalty and all taxes.

(4) The rates are included of Octroi, GST, royalty and men, material and machines, as a complete Job and nothing extra to the rate quoted by the tenderer in the above proforma, will be paid.

(5) Unless otherwise specified in the Schedule of items the rate quoted by the tenderer(s) includes:-

- All labour, tools, plant equipment, machinery, materials, etc.
- All lead, lift, ascent, descent, jungle clearance and making approach roads etc.
- Loading, unloading, handling, re-handling, and transportation of Railway materials from

Railway depot to site of work and vice-a-versa.

All royalty, octroi and other necessary taxes on material and products.

-:TENDER SCHEDULE:-					
This tender Schedule shall be read with conjunction of Explanatory Note.					
Name of the work:- "Electrical general construction work in connection with (i) Replacement of PI by EI at Kumhari and Sarona, (ii) Construction of Y-Link line from Durg direction line to Dallirajhara line at Maroda Yard and (iii) construction of EI building-01 no. & end goomty-04 nos. between DLBS-Durg; in Raipur division over S.E.C. Railway"					
Item No.	Description	Unit	Qty	Rate Rs.	Amount (Rs.)
Schedule 'A' (Supply & Erection)					
1	Supply of LED lamp 9/10 watt	Nos.	140.00	183.92	25748.80
2	Supply of 32 A TPN/ DP/ MCB with enclosure	Nos.	84.00	1322.84	111118.56
3	Supply of wall mounted type metallic distribution board 12 way, 8 way 250volts economy type with neutral terminal , earthing arrangement.	Nos.	84.00	2789.51	234318.84
4	Supply of earth cone 2.8 mtr. Long 62.5mm inside dia.	Nos.	84.00	1581.04	132807.36
5	Supply of exhaust fan 300mm sweep.	Nos.	84.00	2104.52	176779.68
6	Supply of MCB, DP 32/16Amps 250Volt.10KA breaking capacity.	Nos.	120.00	962.06	115447.20
7	Supply of MCB,SP 16Amps 250Volts.	Nos.	120.00	262.92	31550.40
8	Supply of 7.5/ 8meter single/double arm SST Pole complete set.	Nos.	120.00	10931.69	1311802.80
9	Supply of wall bracket fan 400mm sweep.	Nos.	28.00	2593.80	72626.40
10	Supply of 4 core 4 sqmm. Flexible copper wire.	Mtr.	1600.00	258.20	413120.00
11	Supply of Automatic streetl light control system countaining of 100 A three Phase contractor coil of 230V, and adjustable dial timer with by pass facility suitable for 230 V AC, 100 AMPs Capacity with enclousre.	Nos.	20.00	14443.93	288878.60
12	Supply of energy efficient submersible pump set complete including motor suitable for 200 mm dia bore, 10 H.P., 3 phase, 106 meter Head, discharge 252 LPM.	Nos.	8.00	63645.96	509167.68
13	Supply of Submersible star delta starter panel suitable for 10 HP with Electronics Motor protection relay including dry run preventer & timer.	Nos.	8.00	52226.16	417809.28
14	Supply of submersible cable 3 core PVC insulated flat with copper conductor 4 sq. mm.	Mtrs.	1600.00	172.13	275408.00

15	Supply of heavy gauge GI pipe 3 Mtrs long & 3.00 inch dia.	Nos.	1600.00	718.01	1148816.00
16	Supply of submersible 2HP single phase against a total head of 70 Mtrs. approximately complete with control panel including automation equipment & steel column pipe suitable for installation in a bore well of suitable dia to pump clear water. Complete set	Nos.	10.00	40897.15	408971.50
17	Supply of switch fuse units ICTPN rewirable of 63/150/300 Amp capacity with enclosure.	Set	56.00	3366.05	188498.80
18	Supply of junction box weather proof, made of M.S. Sheet metal, with locking arrangements, suitable for termination 6 nos, single core 400 sqmm. 2 nos. 4x16 sqmm. and 2 Nos. 3 1/2x25 sqmm. PVC armoured cable, 3 Nos. fuse units, complete with bus -bars etc	Set	28.00	6633.05	185725.40
19	Supply Installation & Commissioning of Water Cooler 150 ltrs, 3 star storage type with Water Purifier.	Nos.	4.00	57358.35	229433.40
20	Supply of Out Door Metallic Pillar Box consisting of 01 no. 250A TPN MCCB as incoming and 8no 63A TPN MCB as outgoing with busbar & backup fuses including locking arrangement	Nos.	4.00	104365.08	417460.32
21	Supply, Installation, testing and commissioning of 16 Meters High mast Tower	Nos.	4.00	192080.32	768321.28
22	Supply of 2 mm thick sheet hot deep galvinised cable tray with salutable nut bolt and all accessories.	Mtrs.	400.00	733.34	293336.00
23	Point wiring erection, testing and commissioning of 10amps capacity modular switches and sockets modular switch plates and modular switch box. With 4sqmm copper wire including supply of all materials	Nos.	300.00	760.46	228138.00
24	Point wiring erection, testing and commissioning of 3/5pin 10/20A, 230V modular plug socket outlet with switch, modular plates, modular switch boxes 20amps capacity modular switches modular switch plates and modular switch box. With 4sqmm copper wire including supply of all materials on separate board and separate circuit.	Nos.	700.00	743.95	520765.00

25	Point wiring erection, testing and commissioning of 3pin 10A, 230V modular plug socket outlet with switch, modular plates, modular switch boxes 10amps capacity modular switches modular switch plates and modular switch box. With 4sqmm copper wire including supply of all materials on existing board.	Nos.	700.00	130.87	91609.00
26	Erection of MCB,SP 16/32Amps 250Volts.	Nos.	180.00	55.41	9973.80
27	Erection of Metallic Pillar Box consisting of 01 no. 250A TPN MCCB as incoming and 8no 63A TPN MCB as outgoing with busbar & backup fuses including locking arrangement.	Nos.	4.00	1792.08	7168.32
28	Erection testing & commissioning of submersible 10 HP pumps including electric connection from the nearby 3 Phase supply point, earthing, pipe, starter etc.	Nos.	8.00	10898.68	87189.44
29	Erection of wall mounted type metallic distribution board 8/12way 250volts economy type with neutral terminal , earthing arrangement etc.	Nos.	84.00	82.53	6932.52
30	Erection of 63A/32A DP/TPN MCB/40A DP RCCB/63A TPN RCCB.	Nos.	160.00	55.41	8865.60
31	Erection of indoor T5 fitting/LED fitting/BLDC/C.Fan with regulator/call bell/Wall bracket and all accessories etc.	Nos.	500.00	38.91	19455.00
32	Erection of exhaust fans 12 inch 380mm/300mm sweep.	Nos.	84.00	91.96	7724.64
33	Erection & testing of earth cone.	Nos.	84.00	719.19	60411.96
34	Fixing of outdoor street light T5 Fitting/LED type fitting/25W/50W/100W,200W flood light/Street fitting including supply of all accessories.	Nos.	360.00	488.11	175719.60
35	Excavation and concreting for foundation of Rail poles/SST poles/Tubular posts./Cut Rail poles/Transformer plinth etc.	Cum.	120.00	3498.09	419770.80

36	Excavation of cable trench, one mtr. Deep, supply & laying of semicircular RCC pipe 150 mm dia, and refilling of excavated earth (along road/ track/drain).	Mtr.	15000.00	135.59	2033850.00
37	Laying of HT/LT PVC cable in 150mm semicircular RCC pipe(along the road/track,drain) (Rate per cable) and also laying of cable in trench.	Mtr.	15000.00	28.30	424500.00
38	Laying of HT/LT PVC cable in 150mm circular RCC pipe / HDPE Pipe or any Rly Supplied Pipe (across the road/track,drain) (Rate per cable).	Mtr.	1300.00	28.30	36790.00
39	Laying of HT/LT PVC cable on structure/rail/wall through 76 mm dia. GI. Pipe and MS Flat clamps including supply of pipes clamps etc.	Mtr.	500.00	556.49	278245.00
40	Laying of HT/LT PVC cable on structure /Rail /wall/ in air with MS Flat clamps.	Mtr.	1000.00	35.37	35370.00
41	Erection of 7.5/ 8 meter single/double arm SST Pole/Octogonal pole.	Nos.	120.00	364.31	43717.20
42	Erection of LT jointing kit for 4x25/70/ sq.mm Railway supplied	Nos.	80.00	812.33	64986.40
43	Erection of 4 core 4 sqmm. Flexible copper wire.	Mtr.	1600.00	48.34	77344.00
44	Painting of Rail poles/SST poles.	Nos.	120.00	460.99	55318.80
45	Installation and commissioning of submersible pump 2 HP single phase 70 mtr. head its LT DB and starter complete set.	Nos.	20.00	8249.46	164989.20
46	Fixing & connection of Automatic street light control System	Nos.	20.00	1512.66	30253.20
47	Testing fixing & commissioning of 2.0mm thick sheet hot deep galvanized cable tray with suitable nut bolt and all accessories Railway Supply.	Mtr	400.00	140.30	56120.00
48	Fixing Connection and commissioning of DB ICTPN 32 A,63/ 150/300 A .	Nos.	56.00	440.95	24693.20
49	Rate for concealed wiring for 1.5/2 ton split AC point with 6 sq.mm. insulated copper conductor including with supply of AC switch with 30/32A SP MCB and all materials (Modular type).	Nos.	70.00	1834.52	128416.40

50	Erection & Commissioning, design and casting with shallow foundation of High mast tower	Nos.	4.00	44060.41	176241.64
51	Laying & Supply of GI pipe 76mm dia by Pipe Pushing Method. Across track/ Road/ drain.	Mtrs.	1400.00	5202.93	7284102.00
52	Erection of Split AC	Nos.	70.00	2666.90	186683.00
53	Supply of LT panel 2x630A ACB incoming and 6x250A and 2x100A TPN MCCB outgoing.	Set	4.00	159514.55	638058.20
54	Erection of LT panel 2x630A ACB incoming and 6x250A and 2x100A TPN MCCB outgoing.	Set	4.00	810.84	3243.36
55	Supply of 150A Automatic changeover control panel for colour light signalling (CLS) for 25kVA Auxiliary Transformer	Nos	10.00	146013.00	1460130.00
56	Supply of 300A Automatic changeover control panel for colour light signalling (CLS) for 50kVA Auxiliary Transformer	Nos	4.00	319391.00	1277564.00
57	Erection of CLS panel 150/300 Amps.	Nos	14.00	1307.59	18306.26
58	Supply of LT APFC (Automatic power factor corrector) control panel for 150KVAR	Nos.	4.00	322127.38	1288509.52
59	Supply of LT pin insulator with pin.	Nos.	60.00	49.49	2969.40
60	Erection of LT pin insulator.	Nos.	60.00	25.34	1520.40
61	Supply of 33 KV /11KV Guy set (HT stay set) with minimum 20mm stay rod, stay clamp, straining screw, stay wire, GI pipe etc. suitable for overhead distribution lines.	Set	4.00	1710.94	6843.76
62	Erection of 33 KV /11KV Guy set (HT stay set) with minimum 20mm stay rod, stay clamp, straining screw, stay wire, GI pipe etc. suitable for overhead distribution lines.	Set	4.00	307.30	1229.20
63	Supply of 11 KV disc insulators with hard ware (for 11KV insulators and making 33KV disc insulators).	Nos	30.00	657.51	19725.30
64	Erection of 11 KV disc insulators with hard ware (for 11KV insulators and making 33KV disc insulators).	Nos	30.00	133.85	4015.50
65	Supply of LT shackle insulator with pin, GI nut & bolts & GI strap as required.	Nos	30.00	250.25	7507.50

66	Erection of LT shackle insulator with pin, GI nut & bolts & GI strap and other hardware as required.	Nos	30.00	65.74	1972.20
67	Supply of LT/11KV/33KV danger boards/caution boards/crossing number plates.	Nos	20.00	176.75	3535.00
68	Erection of LT/11KV/33KV danger boards/caution boards/crossing number plates.	Nos	20.00	8.71	174.20
69	Provision of HT/LT cable route indicator.	Nos	50.00	148.47	7423.50
70	Laying & Supply of GI pipe 76mm dia by pipe pushing method. Across/Track/Road/Drain.	Mtrs.	50.00	2391.92	119596.00
71	Cutting of erected steel/RCC/Guy post at site including transportation to stores godown.	Nos.	70.00	236.01	16520.70
72	Supply of Electronic KWH energy meter 10-20Amps AC -230Volts, accuracy Class-I	Nos.	14.00	2140.00	29960.00
73	Supply of RCCB 40Amps DP 2pole 30milli Amps Sensitivity 230Volts,	Nos.	14.00	2409.55	33733.70
74	Erection of 63A/32A DP/TPN MCB/40A DP RCCB/63A TPN RCCB.	Nos.	14.00	57.00	798.00
75	Supply of 15W (1'x4') LED Flat panel fittings with all accessories.	Nos.	65.00	699.00	45435.00
76	Supply of 30 W LED type flood light fittings fittings with all accessories.	Nos.	80.00	1980.00	158400.00
77	Supply of LED 25W Outdoor street light fitting with all accessories.	Nos.	110.00	1089.00	119790.00
78	Rate for supply of IP-65, IK07 thermoplastic pole mounting Junction Box 200x160x98MM (approx.) size with connecting terminals & two nos. 20 amp HRC fuse as per details	Nos.	120.00	2426.00	291120.00
79	Supply of 2 pole structure comprising 2no Isolator switch set, 2no. DO fuse assembly set and 1set (3 nos) of LA suitable for 11KV complete with all accessories (pole will be supplied by Railway)	Nos.	8.00	48729.00	389832.00
Total Sch – 'A' Rs.					26450402.72

ANNEXURE – XII**EXPLANATORY NOTES FOR SCHEDULE OF WORKS**

Name of Work: :- "Electrical general construction work in connection with (i) Replacement of PI by EI at Kumhari and Sarona, (ii) Construction of Y-Link line from Durg direction line to Dallirajhara line at Maroda Yard and (iii) construction of EI building-01 no. & end goomty-04 nos. between DLBS-Durg; in Raipur division over S.E.C. Railway"

SCOPE OF WORK :

The activities to be performed and works to be executed in the instant work are Electrical General/Power supply related work in connection to (i) Replacement of PI by EI at Kumhari and Sarona, (ii) Construction of Y-Link line from Durg direction line to Dallirajhara line at Maroda Yard and (iii) construction of EI building-01 no. & end goomty-04 nos. between DLBS-Durg; in Raipur division over S.E.C. Railway"

GENERAL NOTE

- Wherever an item of work covers supply of materials and / or erection such item shall include all bolts, nuts, lock nuts and washers etc., to complete the item of work.
- Erection of any item of equipments, whether supplied by the purchaser will include testing, commissioning and bringing the equipment into operation to the entire satisfaction of the purchaser.
- The basic quantity of components and materials required to make up the unit of work for the selected items are indicated for guidance. In estimating the price for various items of works provision of loss and wastage in transit and during erection including cost of freight handling, taxes, duties, insurance if any etc., shall be quoted for the works mentioned in the schedule.
- All Electrical components make is to be got approved by Dy.CEE/Con/Raipur or AEEE/C/R before supply.
- All works shall be carried out as per standard code of practice (I.E. Rule) & Specifications and Drawings approved by the Railways.

Item No.	Description
1	Supply of LED lamp 9/10 watt Supply of LED amp 9/10 watt. The warranty of the items should be of 05 years. Make: - Philips, CG, Wipro, Bajaj, GE, Anchor, Havells, Halonix, HPL & Jaguar, warranty to be ensure 5 yrs, Make is to be got approved from Railway Authority before supply.
2	Supply of 32 A TPN/ DP/ MCB with enclosure Supply of 32A, TPN DP MCB, 416V, 10 KA capacity. Make :- CG/Standard/MDS/L&T/Indo-Kopp/ABB/GE/HPL. Make is to be got approved from Railway Authority before supply.
3	Supply of wall mounted type metallic distribution board 12 way DP /DP-8 Way 250volts economy type with neutral terminal, earthing arrangement. Supply of 12-way ,8-Way double door economy type distribution board indoor wall mounting type suitable for single phase 250V/3 phase 440V AC supply and complete with din bar, neutral link, earthing terminal and copper links for shorting the MCB's terminals similar to standard KSS-6. The DB shall be made of MS sheet steel of 14 SWG thick and with hinged front door with locking arrangement. The DB shall be of the following Make :- M/s Standard, MDS, HPL, C&S, Havells, Anchor, C&S. Make is to be got approved from Railway Authority before supply.
4	Supply of earth cone 2.8 mtr. Long 62.5mm inside dia. The rate quoted shall cover the cost of Earth Electrode (GI pipe) with clamps. Earth pipe length is to be 2.8M, 62.5mm inner dia, 'B' class G.I. pipe. Contractor has to got approval from Railway

	Authority before Supply.
5	Supply of exhaust fan 300mm sweep. The rate quoted includes supply of propeller type AC ventilating fans (Exhaust fan) with mounting ring frame with 4 fixing holes bit without regulator and louver shutters of 300mm sweep. Make- Crompton Greaves, Khaitan, GEC, Anchor, Bajaj, Wipro. The make should be got approved from Railway Authority before supply.
6	Supply of MCB, DP 32/16Amps 250Volt.10KA breaking capacity. Supply of MCB 32/16A, DP, 230/416V, 10 KA. The MCB shall be the Make of Crompton Greaves, MDS, Standard, Indo Kopp, HPL, L&T, C&S. Make is to be approved from Railway Authority before supply.
7	Supply of MCB,SP 16Amps 250Volts. The price shall cover the cost of supply of SP MCB of 16/32 Amps rating. Make of MCB – Crompton Greaves, Indo Kopp, HPL, L&T, Standard, MDS, C&S, Havells, and Anchor. Make is to be got approval from Railway Authority before supply.
8	Supply of 7.5/ 8meter single/double arm SST Pole complete set. The rate quoted shall cover supply of SST poles for street light fittings, 7.5M long with single arm/double arm brackets suitable for fixing street light fitting 25W/50W/100W LED fittings. Overall length – 7.5M, Planting depth – 1.25M, Height above ground – 6.25M Length Outside dia Thickness Bottom section. 4.5M 139.7mm 5.40mm, Middle section. 1.5M 114.3mm 3.65mm, Top section. 1.5M 88.9mm 3.25mm A metallic junction box with hinged door and earthing terminal shall be provided at a height of above 1.5M from the ground level suitable for termination of 4x16sq.mm PVC armoured incoming and outgoing cables and provision of 16A fuse cut out. The SST poles shall be painted two coats of anti-corrosive red oxide paint. The design and make of the SST pole and brackets are to be got approved from Railway Authority before fabrication and supply. The SST pole should have provision of one M.S. clamp for support electrician to work as SST pole at a suitable height.
9	Supply of wall bracket fan 400mm sweep. The cost covers supply of wall mounting fan of 400 mm sweep along with all accessories. Make: CG, Khaitan, Orient, and Usha. Make to be got approval from Railway Authority before supply.
10	Supply of 4 core 4 sqmm. Flexible copper wire. The rate shall cover the supply of 4 core 4 sqmm. Flexible copper wire. Make :- Havells, crabtree, Anchor, L&T, Indo Asian, Phillips, Bajaj, make should be got approval from Railway Authority before supply.
11	Supply of Automatic street light control system containing of 100 A three Phase contractor coil of 230V, and adjustable dial timer with by pass facility suitable for 230 V AC, 100 AMPs Capacity with enclosre. Supply of Automatic street light control system (Analog/Digital) containing of 100 A connector and adjustable dial timer with bypass facility suitable for 230V AC, Three phase contactor of 100 Amps capacity with coil of 230 v, short circuit protection, Three phase & neutral Al bus bar & HRC Fuse protection for three phase with enclosure made out of 22 SWG MS sheet dully painted, suitable for outdoor type. Make for Timer: EAPL/Indo Asian, L&T, HAVELLS, ABB or any reputed make & Make of contactor: L&T, HAVELLS, ABB or any reputed make. Make is to be got approval from Railway Authority.
12	Supply of energy efficient submersible pump set complete including motor suitable for 200 mm dia bore, 10 H.P., 3 phase, 106 meter Head, discharge 252 LPM. Energy efficient submersible pump set complete including motor suitable for 200 mm dia bore, 10 H.P., 3 phase, 106 meter Head, discharge 252 LPM suitable for operation in 3 phase 415 volt. Make: CRI, Texmo, KSB, C.G., Kirlosker or similar as approved by Railway Authority.
13	Supply of Submersible star delta starter panel suitable for 10 HP with Electronics Motor protection relay including dry run preventer & timer.

	<p>Supply of submersible star delta starter panel as per should be suitable for 10 HP submersible pump specification given below</p> <p>Enclosure : The enclosure shall be fabricated from 1.6 mm CRCA sheet steel ensuring higher strength with polyurethane gasket on the door .The enclosure shall be seven tank processed to ensure better resistance against rust/ corrosion & other atmospheric conditions , powder coated for excellent finish & durability with certification to that effect by the manufacturer to be produced by the successful contractor at the time of supply . The door opening should be 180 degree for better access to components during maintenance & periodic inspection. The enclosure should contain lock & key arrangement for safety. Separate Terminal Blocks for Motor & power connection .The components shall be mounted on mounting plate made using 2 mm thick CRCA sheet steel, cable gland plate 2 mm thick provided at the bottom .</p> <p>Indication for motor Trip & motor ON shall be provided on the enclosure . Voltmeter & ammeter shall be flushed on the door of the enclosure to be visible from outside .</p> <p>Make for Enclosure: Matrix motor control , Home Lite/Standard/Havells/HPL or any reputed make approved by Railway Authority.</p> <p>The control wiring shall be made of 4 Sq. mm. PVC insulated standard copper conductor copper wire FRLS type of Finolex /Anchor/polycab /Havells/ Standard /HPL make conforming to IS 694 and all connections to be made with crimping sockets with necessary ferrules duly marked. Control panel shall be provided with:-</p> <p>Starter : Push button operated, wall mounting type air brake star delta starter with an adjustable automatic change over time relay for opening the star contacts and closing the delta contacts in a predetermined set time.</p> <p>Control Gear : One T.P MCB 'G' series of 20 A rating & breaking capacity 10 KA conforming to IS 8828-1996 IEC-60898-1.</p> <p>Make: L&T/MDS Legerands /Havell's / Indo Kopp /Standard/HPL or any reputed make approved by Railway Authority.</p> <p>(a) Electronic Motor Control Protection Relay : A single unit multifunctional electronic motor protection relay having the following features shall be incorporated in the control panel : (1) Adjustable current setting & tripping time, (2) Ammeter function through digital display, (3) Test Function , (4) Protection against (a) Over Load (b) Locked Rotor (c) Phase Unbalance (d) Under current (e) Phase Reversal (f) Ground Fault .</p> <p>(6) Low power consumption, (7) Out put relay for Under Load /Over load & Ground Fault, (8) Trouble shooting with inbuilt Trip Cause memory, (9) Provision to connect a dry run preventor & a timer, (10) Auto start feature to start the motor automatically in case power comes back with provision to bypass this feature,</p> <p>(b)Three numbers LED indicating lamps (Red, yellow & Blue) for indicating the Phase, (c)One number ammeter of suitable range as per ISS 1248/1993 or latest (CT to be provided whenever necessary) with selector switch, (d)One number Volt Meter of suitable range as per ISS : 1248/1993 or latest with selector switch, (e)Three numbers protective fuses for volt meter.</p> <p>Contactor :</p> <p>4 pole Air break contactor for power switching made of high grade mouldings ,which reduces tracking & prolong operational life . It should consist of weld resistant contacts which provides super weld resistance characteristic .it should have visual indication for ON-OFF .Minimum electrical life should be 2 million operations with 3 phase ,415 volt AC supply .Contactor design should allow maintenance of Contacts , replacement of coil & contacts at site . Adequate termination capacity of contactor terminals , not less than 16 sq. mm. for better termination & accommodation of oversized wires. The contactor coil should be moulded in resin ensuring excellent resistance against moisture , corrosion & mechanical shocks . Operating band of coils shall be 275 Volt to 440 volt so as to handle fluctuating system voltage .</p> <p>Make: Havells/C&S/BCH/L&T/SIEMENS or any reputed make approved by Railway Authority.</p> <p>TIMER : The control, panel shall incorporate a Dual sequence (I.E. ON/OFF) Timer which shall be used for time based automatic start & stop operation of the pump & shall have provision for Ten/Twelve ON/OFF operations of the pump in a day of 24 hours as per preset timing for ON/OFF operation . The timer shall have a battery back up facility to preserve in its memory the set timing till resumption of power fails for some times . This shall have a by-pass arrangement for manual operation in case of mal-functioning or Non-functioning .</p>
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	<p>Make : Minilec /Indo Asian/Havells/EAPL or any reputed make approved by Railway Authority.</p> <p>Dry run Preventor :</p> <p>The dry run preventor shall be connected to the control panel at appropriate terminals of the Motor control protection relay . The contacts of the dry run preventor shall remain closed when the water level is above the submerge level of the pump . Voltage System : 415 V. A.C. +/- 10%, Sensing Element: 1 Nos. made of M.S. with stainless steel Coating and having bakelite cover, Cable: Sufficient length from under ground water level to automation unit . Output contact : 24 Nos. Contact Rating : 1 AMP. at 415 V. A.C. Trip time delay : Instantaneous, Reset : Auto.</p> <p>Indication(LED) : Power On.</p> <p>The sensing probes are to be suspended in water at desired level in the under ground . The unit shall be complete with necessary sensing probe</p> <p>Make: Minilec / Indo Asian /BCH /L&T/Siemens or any reputed make. Make is to be got approval from Railway Authority before supply.</p>
14	<p>Supply of submersible cable 3 core PVC insulated flat with copper conductor 4 sq. mm.</p> <p>Supply of Submersible Cable:- 3 core PVC Insulated flat with copper conductor 4 sq-mm size. stranded ,copper flexible cable,650 volts grade water resistant ,ISI marked cable shall be supplied.</p> <p>Make : Finolex/Fort Gloster/Universal/NICCO/Havells. or any reputed make. Make to be got approval from Railway Authority.</p>
15	<p>Supply of heavy gauge GI pipe 3 Mtrs long & 3.00 inch dia.</p> <p>Supply of heavy gauge GI pipe 3 Mtrs long & 3.00 inch dia GI pipe (C class) conforming to relevant IS specification having dia 3.00 inch & 3 Mtrs long with heavy duty GI sockets 3.00 inch dia. & 4 inch long .</p> <p>Make for GI pipe : SAIL ,JSPL , SURYA ,TATA ,PRAKASH or any reputed make. Make to be got approval from by Railway Authority before supply.</p>
16	<p>Supply of submersible 2HP single phase against a total head of 70 Mtrs. approximately complete with control panel including automation equipment & steel column pipe suitable for installation in a bore well of suitable dia to pump clear water. Complete set</p> <p>The rate Shall Cover Supply of submersible pump 2 HP along with starter and motor single phase. All items such as GI pipe / HDPE pipe (atleast 100 Mtrs) or as required depending upon bore depth. Suitable Capacity flat 3 -core 2.5 sq.mm for standard copper flexible cable 1100 volts grade 100 Mts in one piece shall be supplied along with pump set .</p> <p>Make Any reputed confirming to latest IS/IE/RDSO/CORE spec. and to be got approved by Railway Authority.</p>
17	<p>Supply of switch fuse units ICTPN rewirable of 63/150/300 Amp capacity with enclosure.</p> <p>Supply of switch fuse units ICTPN rewirable of 63/150/300 Amp. capacity with enclosure. 63 A amps switch fuse unit as per IS/IEC-60947-1 & 3.</p> <p>Make for SF Unit: Havells/L&T/Standard/Siemens/ or any reputed make approved by Railway Authority.</p>
18	<p>Supply of junction box weather proof, made of M.S. Sheet metal, with locking arrangements, suitable for termination 6 nos, single core 400 sqmm. 2 nos. 4x16 sqmm. and 2 Nos. 3 1/2x25 sqmm. PVC armoured cable, 3 Nos. fuse units, complete with bus -bars etc</p> <p>The rate shall cover Supply of Cable junction Box, 900x400x150mm size and connection/ termination of 6 nos. single 1 core 400 sqmm., 2 nos. 4x16sqmm. And 2 nos.4x25 sqmm. PVC armoured cable with proper size terminal lugs duly crimped, on the respective bus-bars/ terminal block.</p>
19	<p>Supply Installation & Commissioning of Water Cooler 150 ltrs, 3 star storage type with Water Purifier.</p> <p>The rate includes supply of 150/155 ltrs. (approximately) Capacity water cooler with inbuilt Aqua guard & water purifier. The body of water cooler is to be made of steel. Water purifier (Aqua guard) should be high capacity for 150/155 ltrs. The makes of Aqua guard/water purifier should be remson,</p> <p>Make of purifier :- Eureka forbes,Usha,Kelvin,Coolstar or any reputed make.</p> <p>Make of Water cooler :- sidwal, videocone, bluestar voltas.</p>

	Make should be approved from Railway Authority before supply.
20	<p>Supply of Out Door Metallic Pillar Box consisting of 01 no. 250A TPN MCCB as incoming and 8no 63A TPN MCB as outgoing with busbar & backup fuses including locking arrangement</p> <p>Supply of feeder pillar board 3 phase and neutral 416 V comprising 1x250A MCCB 35KA incoming, 8x63A TPN MCBs, 10/9KA outgoing complete with HRC type back up fuses. Pedestal mounted/ wall/ floor mounted comprising the following. PANEL BOARD: 400/440V 3 phase and neutral, 50Hz, AC, totally cubicle, factory fabricated by 14 SWG sheet steel, free standing, floor mounting indoor service, having front hinged doors, removable bolted back covers, dust and vermin proof, cubicle pattern in tier formation feeder pillar each comprising the following: BUSBAR: 1. Set TPN copper bus-bar having 4 nos., 250A, for phase and neutral current carrying capacity of adequate across section supported and based on best quality insulating materials easily extensible on either sides. Size of copper busbar – 25x4mm or more. INCOMING: (A) 1Nos. 250A, 4pole, 35KA, MCCB and also with the following. 4Nos. Air cooler ring type CTs, having ratio 250/5A 15VA class-I accuracy for metering, 1No. 96mm sq. flush mounting voltmeter scaled 0-500V of 2.5 class, 1No. 3 way and off voltmeter selector switch, 1No. 96mm sq. flush mounting ammeter scaled 0-250/5A, 2.5 class, 1No. 3 way and off ammeter selector switch, 1Set. Red & Green indication lamp, 1Set. Instrument protection fuses, 1Set. Bottom entry cable tray with cable glands suitable for PVC armoured cable. OUTGOING: 8nos. 63A TPN 10KA, 415V MCB. With HRC fuse units with base- 24nos. The above panel shall be complete with main bus bars, riser connections of individual feeder capacity, internal fine wiring, instrument wiring, earthing, terminals and suitable cable glands for incoming and outgoing cables. The panel board shall be spray painted with one coat of red oxide primer and two coats of smoke gray enamel paint primer duly acid treated. Likely make: a. MCCB/MCB- BCH, Andrew Yule, Havells, L&T, MDS, Legarands, Indo-Kopp, Standard, HPL, C&S etc. b. HRC type fuse with base- English Electrical, L&T/Siemens/Standard/ABB/HPL/C&S etc. c. Voltmeter & Ammeter- AE, MECO, Nippon, IAPL etc. d. CT Coil- Alstom/AE/CGL/Kappa etc. The contractor has to furnish a dimensional drawing of feeder pillar showing technical and mounting details of various equipments, type of locking arrangement make of equipments to be used etc, for the approval of Dy.CEE/C/R before fabrication and supply. Inspection by Railway Authority is required before supply.</p>
21	<p>Supply, Installation, testing and commissioning of 16 Meters Hight High mast Tower.</p> <p>Supply of 16 Meters Height High mast Tower as per IS 875, complete with (without luminaries) steel wire rope, double drum winch, control panel, lantern carriage arrangement, etc. with all accessories as per technical data sheet enclosed as per Annexure-A. The cost cover erection & commissioning of high mast & feeder pillar with earthing of high mast. Erection of high mast shall be done with the help of suitable tools & plants, wiring of luminaries with all wiring material like flexible copper cable of 1.5 sq. mm, lugs. The mast feeder pillar should be installed by grouting the stand in concrete with experienced staff under guidance of competent supervisors. The location of high mast towers will be marked by representative of Dy. CEE (Con)/NGP at site. The high mast should be earthed with earth electrode including connection to high mast earth terminal with 25 x 3 mm GI flats. (2 Nos per mast) All materials & labour required for erection & commissioning of high mast, feeder pillar & earthing shall be supplied by the contractor.</p>
22	<p>Supply of 2 mm thick sheet hot deep galvinished cable tray with salutable nut bolt and all accessories.</p> <p>The rate quoted shall cover the supply of 2.0mm thick sheet hot deep galvanized cable tray with suitable nut bolt and all accessories. Make is to be approving by Railway Authority before supply.</p>
23	<p>Point wiring erection, testing and commissioning of 10amps capacity modular switches and sockets modular switch plates and modular switch box. with 4sqmm copper wire including supply of all materials</p> <p>The rate quoted shall cover the cost of concealed PVC point wiring/casing capping wiring, including supply of all materials for modular type of wiring. The wiring shall be with 4sqmm FRLS type, multi stranded PVC</p>

	<p>insulated, sheathed copper conductor cable 1100V grade, make- Finolex/Havells/Anchor/Polycab/HPL conforming to IS: 694-1990, through PVC pipe. The rate also include supply and fixing of (a) PVC pipe 25 mm dia, 2 mm thick, (b) PVC bend/elbow/Tees and junction box 25 mm dia, 2 mm thick. Make of (a & b) - Saraswati/Finolex/Anchor/Polycab/Havells. The PVC pipe, bend and tees and JB's should be fixed on wall/ Roof after making necessary grooves and through holes on the wall of the building and cement plastering after fixing the pipes etc. A piano type switch 10A, flush type ceiling rose, (make of switch and ceiling rose, lamp holder- Anchor/MK/Roma/Crabtree/Havells) MS switchboard, size of MS junction box size as required. The wiring in MS box shall be done after making necessary grooves and through holes on the wall of the building and then cement plastering. Flexible FRLS copper cable 1.5sq mm to be used for connecting light/Fan points etc from ceiling rose. 16 SWG annealed tinned copper wire/PVC insulated tinned copper wire shall run along with the wiring for earthing of the fittings. Rate also includes supply and erection of lamp holder of make Anchor/MK/Roma/Crabtree wherever required. The locations of the fittings, control switches etc. will be indicated by the representative of Dy.CEE (Con)/Raipur at site. The cost of point wiring includes necessary service wiring from LT distribution boards/sub - distribution boards. The switchboards shall be common for lights and fans in the same room/portion of the room as per the standard Elect Engr. Practice and shall be approved by Railway. The work shall also confirm to the relevant codes of practice for the type of works involved. Samples of all supply materials are to be approved prior to the use by the Railway Authority. The cost of transportation is to be borne by contractor. Fan box is to be provided & fitted by contractor at the time of slab cutting. Separate PVC pipe shall be laid for local and AT supply. The rate shall cover also supply of point wiring with 4sq.mm copper conductor (concealed), erection, testing of 10Amps capacity modular switches, modular switch plates, modular switch boxes as required. Make: MDS, L&T, Anchor, Havells, Hensel, Plaza, Crabtree and HPL. Samples may be approved by Rly. Authorities before use. Make of copper wire: - Finolex, Anchor, Havells and Polycab/HPL. Rate also include supply and fixing of RED, GREEN light with holder for officers chamber as per requirement of Railway.</p>
24	<p>Point wiring erection, testing and commissioning of 3/5pin 10/20A, 230V modular plug socket outlet with switch, modular plates, modular switch boxes 20amps capacity modular switches modular switch plates and modular switch box. With 4sqmm copper wire including supply of all materials on separate board and separate circuit.</p> <p>The rate shall be for point wiring with 4sq.mm FRLS copper conductor (concealed) erection, testing of 3/5 pin 10/20Amps 230V modular type plug socket outlet with switch, modular plates, modular switch boxes. Location will be indicated by Railway authorities. Make: Anchor, Crabtree, Havells, L&T, Plaza, Hensel and HPL. Wiring pipe work will be as per item No.28 of above item on a separate board or on switch board as per requirement of Railway.</p>
25	<p>Point wiring erection, testing and commissioning of 3pin 10A, 230V modular plug socket outlet with switch, modular plates, modular switch boxes 10amps capacity modular switches modular switch plates and modular switch box. With 4sqmm copper wire including supply of all materials on existing board.</p> <p>The rate include supply of all wiring materials and point wiring with 4sq.mm copper conductor (concealed) erection, testing of 3/5 pin 10A, 230V modular switch, modular plates, modular switch boxes. Location will be indicated by Railway authorities. with 4 sq.mm copper wire including supply of all materials on same board drawn from 6 way/4 way DB with proper earthing. Wiring will be as per item No.28 of above. Earthing as per mentioned above. Make: Anchor, Crabtree, Havells, L&T, Plaza, Hensel and HPL.</p>
26	<p>Erection of MCB, SP 16/32Amps 250Volts.</p> <p>The price shall cover the cost of erection, testing and commissioning of SP MCB of 16/32Amps rating.</p>
27	<p>Erection of Metallic Pillar Box consisting of 01 no. 250A TPN MCCB as incoming and 8no 63A TPN MCB as outgoing with busbar & backup fuses including locking arrangement.</p> <p>The rate quoted shall cover erection, testing & commissioning of feeder pillar board consisting of 1x250A MCCBs TPN 35KA incoming and 8x63A TPN MCB outgoing etc. The incoming & outgoing cables shall be properly connected to the respective switchgears with proper size cable terminal lugs duly crimped. Proper size cable glands shall also be provided at the cable entry & exit points on the LT panel. The F.P. panel shall be installed at a location to be indicated by the representative of Dy.CEE/C/R at site. The F.P. panel shall be earthed with 8 SWG G.I. wire to the earth cone. The rate includes supply of all necessary erection materials such as fixing brackets, cable glands, terminal lugs, nut bolt, G.I. wire, etc. as required for erection, earthing, testing & commissioning and also transportation of F.P. panel to site. Make of lug sockets: - Dowells/Gripvel/Jainson or of any reputed make.</p>

28	<p>Erection testing & commissioning of submersible 10 HP pumps including electric connection from the nearby 3 Phase supply point, earthing, pipe, starter etc.</p> <p>The supplied pump sets, control panel, submersible cable, GI pipe & safety chain will be installed properly as per directive of Dy.CEE/Con/Raipur or his authorised representative in the deep bore well at the locations identified by the authorized representative of Dy.CEE/C/Raipur at site. Two sets of clamps made out of M.S flat 50mm x 12mm to be supplied by the contractor on the top of the well to hold the pump set firmly, shall be provided. The chains provided to prevent the pump set from falling accidentally into the bore well shall be clamped firmly to two numbers of 100 mm size MS channel supplied & fixed by the contractor on the top of the well to carry the load of the pump. The installation work include laying of two numbers of independent earth cones for each pump as per details given below. The pump body & control panel shall be earthed separately at two points using 8 SWG GI wire to be supplied by the contractor. The pump set with control panel etc. shall be tested for a period of 24 hrs. continuously and the results shall be jointly signed by the contractor and Dy.CEE/Con/R's authorized representative.</p>
29	<p>Erection of wall mounted type metallic distribution board 8/12way 250volts economy type with neutral terminal, earthing arrangement etc.</p> <p>Rate includes erection, testing and commissioning of 8-way/12 way double door economy type distribution board indoor wall mounting type suitable for single phase 230V/3 phase 440V AC supply and complete with din bar, neutral link, earthing terminal and copper links for shorting the MCB's terminals similar to standard KSS-6/KSS-4. Work also involves cutting of wall, fixing of D.B. and necessary masonry work and re-plastering the wall. The DB shall be earthed with 8 SWG GI wire from the earth cone/earth-bus.</p>
30	<p>Erection of 63A/32A DP/TPN MCB/40A DP RCCB/63A TPN RCCB.</p> <p>Erection, testing and commissioning of MCBs 63A/32A TPN/DP MCB/40A DP RCCB/63A TPN RCCB changeover switch complete and connection of incoming and outgoing cables with proper cable terminal lugs and earthing of the metallic enclosure. Contractor has to supply all materials required for erection, testing and commissioning.</p>
31	<p>Erection of indoor T5 fitting/LED fitting/BLDC/C.Fan with regulator/call bell/Wall bracket and all accessories etc.</p> <p>The rate quoted shall cover the cost of fixing, testing & commissioning of indoor T5 fittings /LED fittings/BLDC/C.Fan/Bulk head fitting /Call bell/LED lamp of different types etc. including assembling, Connection with 1.5 sq.mm copper cables/resistance type regulator and earthing, including supply of earthing wire 14 SWG tinned copper insulated/cloth insulated. Necessary brackets/rack-bolts for fixing TFL fittings/etc. are also to be provided. Rate also includes supply of all materials for fixing and commissioning.</p>
32	<p>Erection of exhaust fans 12 inch 380mm/300mm sweep.</p> <p>The price shall cover separately for installation, Fixing, Testing & commissioning of heavy duty exhaust fan 300 mm sweep complete with all fittings for 230 Volts, 50 HZ supply as required and the location is to be decided by railway authorities or their representative at site. Necessary materials for fixing should also be supplied. An earth continuity conductor of 14 SWG tinned copper wire shall be run from the main board to the fan and connected to the earth terminal, for convenience wiring for Fan shall be done through common PVC casing capping / PVC pipe. All materials shall be supplied by the contractor.</p>
33	<p>Erection & testing of earth cone.</p> <p>Erection of earth cone including supply of all materials such as charcoals, common salts, cement, G.I. wire, 8SWG, GI nuts, GI bolts Sump and Sump cover etc. but excluding earthing electrode (G.I. pipe). The work includes measurement of earth resistance of individual earth cone and recording the same on sump.</p>
34	<p>Fixing of outdoor street light T5 Fitting/LED type fitting/25W/50W/100W,200W flood light fitting including supply of all accessories.</p> <p>The rate quoted shall cover the cost of wiring erection, testing & commissioning of LED type fitting/25W/50W/100W/150W/200W/250W/1X28W outdoor TL fitting on rail post/SST poles/building. The power supply is to be taken from the UG cable laid for the purpose through a 76/40 mm dia. GI pipe up to the height of 1M from the ground level and through 6 A, 230V Kit-Kat fuse mounted inside the JB for SST pole. The incoming and outgoing cables shall be</p>

	terminated properly in the JB using cable terminal lugs and terminal block & gland. The wiring to the fitting shall be done with FRLS copper conductor, PVC insulated sheathed cable 1.5 sq.mm 1100V grade confirming to IS: 694-1990. The earthing of the fitting shall be with 14 SWG GI wiring run along with the wiring and connected to the earth terminal of the JB and cable armour. The SST pole shall be earthed with 8 SWG GI wire from earth cone. Erection of outdoor light fittings T5 fitting/LED type fitting/25W/50W/100W/150W/200W/250W/1X28W O/D fitting on building with proper size GI pipe and brackets, necessary clamps, connectional wiring to the fitting and earthing. The contractor shall supply all materials except light fittings with lamp.
35	Excavation and concreting for foundation of Rail poles/SST poles/Tubular posts./Cut Rail poles/Transformer plinth etc. The rate quoted shall cover excavation of pit in all types of soil and concreting foundation for Rail posts/Guy posts/Uprights for fencing/SST pole/Solar light pole and plinth for transformers etc. The rate quoted shall cover the cost of materials such as cement, ballast, sand etc. The concrete mixture shall be of 1:3:6. The size & design of foundation will be indicated at site. The concreting shall be done in presence of representative of Dy.CEE/Con/R. The portion of foundation/muffing/plinth above ground level shall be plastered with 12mm thick cement and neatly finished.
36	Excavation of cable trench, one mtr. Deep, supply & laying of semicircular RCC pipe 150 mm dia, and refilling of excavated earth (along road/ track/drain). The rate quoted shall cover the cost of excavation of cable trench in all types of soil including on concrete foundations. 1.0M deep & laying of RCC semicircular pipe 150mm dia and refilling of excavated earth. The rate includes the cost of supply of RCC semicircular pipe 150mm dia and 30mm thick. The cable trenching shall be done without causing any damage to the existing electrical/signal cable or any other Rly. property. (Along the track/drain/road).
37	Laying of HT/LT PVC cable in 150mm semicircular RCC pipe(along the road/track,drain) (Rate per cable) and also laying of cable in trench. The rate quoted shall cover the cost of laying of each PVC armoured HT/LT cable inside semicircular RCC pipe 150mm dia/cable trench (along road/track drain) including transportation of cable from SE (EL-Con)/BIA's,BSP, Gondia stores go down as required at contractor's cost.
38	Laying of HT/LT PVC cable in 150mm circular RCC pipe (across the road/track,drain) (Rate per cable). The rate quoted shall cover the cost of laying of each PVC armoured HT/LT cable RCC pipe 150mm dia, HDP or any other Railway Supplied pipe (across road/track/drain) including transportation of cable from SE (EL-Con)/BIA's, BSP, G stores go down to site as required at contractor's cost.
39	Laying of HT/LT PVC cable on structure/rail/wall through 76 mm dia. GI. Pipe and MS Flat clamps including supply of pipes clamps etc. The rate quoted shall cover HT/LT cable fixing on structure/rail/wall through G.I pipe 76mm dia, any other Railway Supplied pipe up to a height of 2.5Mtr. including supply of GI pipes, M.S flat clamps, nuts bolts etc.
40	Laying of HT/LT PVC cable on structure /Rail /wall/ in air with MS Flat clamps. The rate quoted shall cover fixing of HT/LT PVC cables of structure/rail/wall/ in air with M.S. flat clamps including supply of clamps nuts bolts etc.
41	Erection of 8meter single/double arm SST Pole/Octogonal pole. The rate quoted shall cover the cost of erection of SST poles/octagonal pole in correct alignment including painting (two final coats of aluminum paint) after wiring. Rate also includes muffing of SST pole to a size of 1'x1'x1'. All materials for muffing are to be supplied by contractor. The cable to the junction box of SST pole will be through G.I. pipe. of 1 M length each of proper dia should be provided while muffing so that cable should pass of from UG to G.I. pipe.
42	Erection of LT jointing kit for 4x25/70/ sq.mm. Railway Supplied. The rate quoted shall cover erection of Pre-moulded LT straight through cable jointing kit for 4x150/120/70/50 sq.mm XLPE PVC armored cable as per direction of Railway representative at site.
43	Erection of 4 core 4 sqmm. Flexible copper wire. The erection cost of 4 core 4 sqmm. Flexible copper wire. The erection shall be done in presence of representative of Dy.CEE/Con/Raipur or AEEE/C/R.

44	Painting of Rail poles/SST poles. The cost cover painting of HT/LT/Rail poles/SST poles with aluminum paint & black paint 2 Mtrs. from the root of the pole. The will be supplied by the contractor. Before painting one coat of red oxide primer should be coated on the pole after thoroughly cleaned of rust on the pole with emery paper. The red oxide & paint should be of reputed make.
45	Installation and commissioning of submersible pump 2 HP single phase 70 mtr. head its LT DB and starter complete set. The Submersible pump set with control panel, starter, pipes, water level guard etc. supplied shall be installed properly as per directive of Railway's representative in the bore well, two sets of clamps made out of M.S. Flat 50mm x 10mm on the well to hold the pump set firmly shall be provided the chains provided with the pump set also shall be clamped firmly to proper hook/Structure of the pump house to prevent the pump set from falling accidentally into the bore well the pump set with countrol gear cable, etc . shall be tested for a period of 8 hrs. continuously.
46	Fixing & connection of Aitomatic street light control System The timer shall be fixed at location as indicated by the site engineer & the connection shall be done accordingly with required copper conductor/AL cable & lugs of proper capacity at desired location .
47	Testing fixing & commissioning of 2.0mm thick sheet hot deep galvanised cable tray with suitable nut bolt and all accessories Railway Supply. The rate quoted shall cover the testing, fixing & commissioning of 2.0mm thick sheet hot deep galvanized cable tray with suitable nut bolt and all accessories. As per instruction of Rly. authorities.
48	Fixing Connection and commissioning of DB ICTPN 32 A,63 A . Fixing & connection & commissioning of switch fuse unit ICTPN of 32 A,63 A supplied as per directive of authorized representative of Dy. CEE (C)/R at site with supply of required clamp & nut bolts & required size & lenth of copper conductor/Al cable
49	Rate for concealed wiring for 1.5/2 ton split AC point with 6 sq.mm. insulated copper conductor including with supply of AC switch with 30/32A SP MCB and all materials (Modular type). The cost covers wiring for split model AC plants shall be done in concealed/casing capping with 6 sq. mm FRLS flexible PVC copper conductor with suitable diameter of PVC conduit pipe. The supply shall be drawn on a separate sub-circuit from the main board. A 14 SWG annealed tinned copper wire/Cloth insulated tinned copper wire shall run along with the wiring from main board to switch board for AC for earthing of AC. The wiring from main board shall be terminated into DP MCB of 32 A capacity with enclosure. Supply of Ray-roll socket with 30/32A / SP MCB and all materials (Modular type).or any other make shall be supplied by the tenderer and fix as per site requirement & direction of Rly. Representative. All materials for wiring and its make should be as per item no. 28 above. Make of rey rolled type socket /AC Switch and MCB – Havells, HPL, CG, Standard, Indo-Asian.
50	Erection & Commissioning, design and casting with shallow foundation of High mast tower The cost covers Construction of shallow foundation with M-25 grade concrete for the high mast tower (12-40 mtr. height) system considering the safe soil bearing capacity at site as 10 T/sq. m at 2 m depth. Foundation should be done as per height of the tower & as per directives of the manufacturer of tower. All materials including base plate, nut bolt, reinforced concreting & labour required for Construction of shallow foundation shall be supplied by the contractor.
51	Laying & Supply of GI pipe 76mm dia by Pipe Pushing Method. Across track/ Road/ drain. The rate quoted shall cover the supply and laying of GI pipe 76 mm dia, 1 meter under the Rly. track/Road by pipe pushing method. Before laying the pipe by pipe pushing method necessary drawing is to be prepared and got approved by Railway Authority.
52	Erection of Split AC The cost covers erection, testing & commissioning of split type 1.5 /2T Air Conditioner with all accessories. Installation of AC should be done as per the direction of representative of Dy.CEE/Con/R. All materials for installation shall be supplied by the contractor Including AC Outdoor stand.
53	Supply of LT panel 2x630A ACB incoming and 6x250A and 2x100A TPN MCCB outgoing. The rate quoted shall cover supply of LT panel board, 3 phase and neutral 400/440V, pedestal mounted, cubicle type generally

	<p>confirming to CEE/GRC's specification No. EL/CON/LT/SB/2-86(Rev. 2/88 and also as per description given below and comprising the following:</p> <p>PANEL BOARD: 400/440V 3 phase and neutral, 50Hz, AC, totally cubicle, factory fabricated by 14 SWG sheet steel, free standing, floor mounting indoor service, having front hinged doors, removable bolted back covers, dust and vermin proof, cubicle pattern in tier formation LT panel board each comprising the following:</p> <p>BUSBAR: 1. Set TPN copper bus-bar having 3 nos., 630A, for phase and 1 no. 300A for neutral current carrying capacity of adequate cross section supported and based on best quality insulating materials easily extensible on either sides.</p> <p>INCOMING:</p> <p>2Nos. 630A, ABB/Siemens/GE/L&T/Schnider HPL, C&S make TPN, trip free manually operated drawn out type Air Circuit Breakers having a breaking capacity of 60KA and suitable for use on 400/416V 3 phase and Neutral 50Hz AC fitted with over load short circuit protection with protective CTs Auxiliary contact block, secondary isolating block, door interlocking safety shutter trip free mechanism with ON/OFF indication under Voltage release etc., and also the following for ACBs.</p> <p>6Nos. Air cooler ring type CTs, having ratio 600/5A, 15VA class-I accuracy for metering.</p> <p>2Nos. Air cooler ring type CTs, having ratio 300/5A, 15VA class-I accuracy for metering.</p> <p>2No. Earth fault relay 3 Phase 4 wire.</p> <p>2No. 96mm sq. flush mounting voltmeter scaled 0-500V of 2.5 class.</p> <p>2No. 3 way and off voltmeter selector switch.</p> <p>2No. 96mm sq. flush mounting ammeter scaled 0-600/5A, 2.5 class.</p> <p>2No. 3 way and off ammeter selector switch.</p> <p>2Set. Red & Green indication lamp for both ACB.</p> <p>2Set. Instrument protection fuses.</p> <p>2Set. Bottom entry cable tray with cable glands suitable for PVC armoured cable.</p> <p>2 No. Solid state poly phase (3 phase-4 wire) watt hour meter.</p> <p>OUTGOING:</p> <p>8 nos. 250A TPN 35KA, 415V MCCB. With HRC fuse units with base- 24nos.</p> <p>8No. 96mm sq. flush mounting ammeter scaled 0-250/5A, 2.5 class for each 250A MCCB with necessary CT & 1No. 3 way and off ammeter selector switch for each MCCB.</p> <p>The above panel shall be complete with main bus bars, riser connections of individual feeder capacity, internal fine wiring, instrument wiring, earthing, terminals and suitable cable glands for incoming and outgoing cables. The panel board shall be spray painted with one coat of red oxide primer and two coats of smoke gray enamel paint primer duly acid treated.</p> <p>make:</p> <p>(a) MCCB- BCH, Andrew Yule, Havells, L&T, MDS, Legarands, Indo-Kopp, Standard , C&S, HPL etc.</p> <p>(b) Energy Meter- Alstom, Havells, Simco, Capital, HPL Socomec, Avenier etc.</p> <p>(c) Earth fault relay- Any reputed make with ISI mark etc.</p> <p>(d) HRC type fuse with base- English Electrical, L&T/Siemens/Standard/ABB/HPL/C&S etc.</p> <p>(e) Voltmeter & Ammeter- AE, MECO, Nippon, IAPL etc.</p> <p>(f) CT- Alstom/AE/CGL/Kappa etc.</p> <p>The contractor has to furnish a dimensional drawing of LT panel board showing technical and mounting details of various equipments, type of locking arrangement make of equipments to be used etc, for the approval of Dy. CEE/CON/R before fabrication and supply. Make of LT panel –ABB, Siemens, CG, HPL, Havells, C&S & L&T. Inspection by RITES before supply.</p>
54	<p>Erection of LT panel 2x630A ACB incoming and 6x250A and 2x100A TPN MCCB outgoing.</p> <p>The rate quoted shall cover erection, testing & commissioning of LT panel board consisting of</p>

	2x630A ACB TPN incoming and 6x250A and 2x100A TPN MCCB 35KA outgoing etc. The incoming & outgoing cables shall be properly connected to the respective switchgears with proper size cable terminal lugs duly crimped. Proper size cable glands shall also be provided at the cable entry & exit points on the LT panel. The LT panel shall be installed at a location to be indicated by the representative of Dy. CEE/C/BSP at site. The LT panel shall be earthed with two nos. 8 SWG G.I. wire to the earth cone. The rate includes supply of all necessary erection materials such as fixing brackets, cable glands, terminal lugs, nut bolt, G.I. wire, etc. as required for erection, earthing, testing & commissioning and also transportation of LT panel to site. Make of lug sockets: - Dowells/Gripvel/Jainson or of any reputed make with ISI mark.
55	Supply of 150A Automatic changeover control panel for colour light signalling (CLS) for 25kVA Auxiliary Transformer The rate quoted shall cover the cost of supply of automatic CLS panel 150A with complete fittings. RDSO/CORE sources. RDSO's spec. No. ETI / PSI / 43 (10 /90) and Drg.No.ETI/PSI/TI/035 (MOD.A). Or Latest. The required fasteners shall also be supplied by the contractor. Bi-metallic plate shall be used for termination of aluminium cable to CLS panel. The rate includes supply of Bi-metallic plate by contractor. Cable should be inserted in panel through suitable size glands to avoid entry of rats, lizard etc. All required materials to be supplied by contractor.
56	Supply of 300A Automatic changeover control panel for colour light signalling (CLS) for 50kVA Auxiliary Transformer The rate quoted shall cover the cost of supply of automatic CLS panel 300A with complete fittings. RDSO/CORE sources. RDSO's spec. No. ETI / PSI / 43 (10 /90) and Drg.No.ETI/PSI/TI/035 (MOD.A). Or Latest. The required fasteners shall also be supplied by the contractor. Bi-metallic plate shall be used for termination of aluminium cable to CLS panel. The rate includes supply of Bi-metallic plate by contractor. Cable should be inserted in panel through suitable size glands to avoid entry of rats, lizard etc. All required materials to be supplied by contractor.
57	Erection of CLS panel 150/300 Amps. Erection, testing and commissioning of control and distribution panel board for color light signaling in the station and S&T service buildings as directed by the representative of Dy.CEE/CON/Raipur or AEEE/C/R at site 150Amps CLS panel should be mounted on angle stand. Stand to be provide. The incoming and outgoing cables shall be concealed in the wall and floor of the buildings. Proper size cable lugs shall be used for cable termination. Necessary cable glands shall also be used at cable entry and exit points in the panel board. The board shall be earthed with 2 nos. 8 SWG GI wire to the earth cone/earth bus. The bottom area below 150Amps/300Amps CLS panel should be covered by GI sheet. The rate quoted shall cover the cost of materials required for erection, earthing testing and commissioning. . Make: Any reputed make confirming to Latest IS/IE/RDSO/CORE spec. and approved by Dy.CEE/CON/Raipur or AEEE/C/R.
58	Supply of LT APFC (Automatic power factor corrector) control panel for 150KVAR The price shall cover the cost of supply of LT APFC (Automatic Power factor corrector) control panel for 150KVAR. Make should be approved by Railway Authority before supply.
59	Supply of LT pin insulator with pin. The rate quoted shall cover supply of LT pin insulators with pin and required nut & bolts. Make: Any reputed make and approved by Dy.CEE/C/R or AEEE/C/R. Before erection Manufacture Test Certificate & supplier challan should be submitted to concerned depot.
60	Erection of LT pin insulator. The rate quoted shall cover erection of LT pin insulator on rail posts/4 pole structure/DP complete with hard ware.
61	Supply of 33 KV /11KV Guy set (HT stay set) with minimum 20mm stay rod, stay clamp, straining screw, stay wire, GI pipe etc. suitable for overhead distribution lines. The rate quoted shall cover supply of 33KV/11KV Guy set (HT stay set) with minimum 20mm stay rod, stay clamp, straining screw, stay wire, Cutting insulators, MS clamps, U grip bolts, GI pipe etc., suitable for overhead distribution lines. For 33 KV/11 KV over head lines with standard GI wire No. 7/10 SWG or equivalent size.
62	Erection of 33 KV /11KV Guy set (HT stay set) with minimum 20mm stay rod, stay clamp,

	straining screw, stay wire, GI pipe etc. suitable for overhead distribution lines. The rate quoted shall cover erection of guy set for 33 KV/11 KV (HT stay set) overhead lines with standard G.I wire No. 7/10 SWG or equipment size, straining screws, cutting, insulators, MS clamps, U grip bolts, nuts, washers, etc.
63	Supply of 11 KV disc insulators with hard ware (for 11KV insulators and making 33KV disc insulators). The rate quoted shall cover supply of disc insulator for 11 KV brown glazed porcelain ball and socket type fitted with security clip as per IS: 731/1971 complete with hard ware fittings suitable for ACSR conductor. Make: Any reputed make confirming to Latest IS/IE/RDSO/CORE spec and approved by Railway Authority. Before erection Manufacture Test Certificate & supplier challan should be submitted to concerned depot.
64	Erection of 11 KV disc insulators with hard ware (for 11KV insulators and making 33KV disc insulators). The rate quoted shall cover erection of 11 KV disc insulators on rail posts/4 pole structure complete with hard ware as per the directive of site engineer.
65	Supply of LT shackle insulator with pin, GI nut & bolts & GI strap as required. The rate quoted includes supply of LT shackle insulator with pin. Make: - As per ISI specification.
66	Erection of LT shackle insulator with pin, GI nut & bolts & GI strap and other hardware as required. The rate quoted shall cover the cost of fixing of LT shackle insulators with pin, GI nut & bolts & GI strap and other hardware as required with supply of tools & labour.
67	Supply of LT/11KV/33KV danger boards/caution boards/crossing number plates. The rate quoted shall cover supply of LT/11KV/33KV danger board/caution board/crossing number plate and as per IS 2551 of latest edition with inscription in English & Hindi and also with the symbol of SKULL & BONES, complete with fixing clamps suitable for rail pole/structure. The rate also includes supply of crossing name board with the following letters. X-ing

	Rate includes supply of 40A DP RCCB/ELCB 30Milliamps sensitivity for use in Qtrs. Make : HPL/Havells/C&S/C.G./MDS/Standard/L&T/Indokopp.
74	Erection of 63A/32A DP/TPN MCB/40A DP RCCB/63A TPN RCCB. Erection, testing and commissioning of MCBs 63A/32A TPN/DP MCB/40A DP RCCB/63A TPN RCCB changeover switch complete and connection of incoming and outgoing cables with proper cable terminal lugs and earthing of the metallic enclosure. Contractor has to supply all materials required for erection, testing and commissioning.
75	Supply of 15W (1'x4') LED Flat panel fittings with all accessories. The rate quoted includes supply of 15W (1'x4') LED Flat panel fitting with all accessories. Make: -Phillips, Bajaj, Anchor, C.G., wipro, Havells & HPL. The make is to be approved by Railway authorities.
76	Supply of 30W LED type flood light fittings fittings with all accessories. The rate quoted includes supply of 30W LED type flood lights fitting with all accessories. Make: - Phillips, Bajaj, Anchor, C.G., wipro, Havells & HPL. The make is to be approved by Railway authorities.
77	Supply of LED 25W Outdoor street light fitting with all accessories. The rate quoted includes supply of outdoor street light LED type 25W fitting with all accessories. Make: -Phillips, Bajaj, Anchor, C.G., wipro, Havells & HPL. The make is to be approved by Railway authorities.
78	Rate for supply of IP-65, IK07 thermoplastic pole mounting Junction Box 200x160x98MM (approx.) size with connecting terminals & two nos. 20 amp HRC fuse as per details This includes supply, of thermoplastic IP 65/66 cable Junction box size 200 x 160 x 98 mm (\pm 5% of Size), Halogen free & weather proof for outdoor installations with metric knockouts for cable entry with supply and fixing of 04 Nos. copper Bus bars of 15mm X3mm size, suitable for 16/35mm cable with lead sealing and with lug arrangement at each cable ends & labelling for circuit system. Junction boxes to be fixed on the pole/Covering shed with two Nos. clamps of suitable size. Make: Hensel, GE Vynecker, Spelsberg & Neptune Bals or similar, The make is to be approved by Railway authorities.
79	Supply of 2 pole structure comprising 2no Isolator switch set, 2no. DO fuse assembly set and 1set (3 nos) of LA suitable for 11KV complete with all accessories (pole will be supplied by Railway) The rate should cover the Supply of 2 pole structure comprising 2no Isolator switch set, 2no. DO fuse assembly set and 1set (3 nos) of LA suitable for 11KV complete with all accessories, items must fulfil following standards :- 1. 11kV Isolator Switch : Air Break (AB), Triple Pole, Single Break, Outdoor type. Rating: 11kV, 400A or 630A (as per requirement). Components: Includes post insulators, moving/fixed contacts, G.I. pipe for operating handle, and locking arrangement. Standard: Conforms to IS 9921. 2. 11kV Drop Out (DO) Fuse Assembly :- Expulsion type, outdoor lift-off or flip-open fuse. Rating: 11kV, typically 100A–200A base rating. Features: High-grade porcelain or polymer insulators and non-corrosive fuse carriers. Standard: Conforms to IS 9385. 3. 11kV Lightning Arrestors : Station Class/Distribution Class, Gapless Zinc Oxide (ZnO). Rating: 11kV (Nominal), 9kV or 12kV (Rated Voltage), 5kA or 10kA discharge current. Function: Protects the downstream transformer or equipment from line surges/lightning. Standard: Conforms to IS 3070 / IEC 60099-4. 4. Associated Accessories : G.I. Channels (e.g., 75x40mm or 100x50mm) for mounting Isolators, DO Fuses, and LAs. Connectors: Bi-metallic clamps or PG clamps for connecting ACSR/Covered conductors. Operating Rod: Insulated or G.I. pipe based operating mechanism for the Isolator with earthing provision. Hardware: Hot-dip galvanized nuts, bolts, and washers to prevent rusting (IS 1367). 5. Key Performance Standards Galvanization: All iron and steel parts must be hot-dip galvanized as per IS 2633. Insulation Level: Must withstand 28kV (rms) power frequency voltage and 75kV (peak) impulse voltage. Safety: Operating handle must have a flexible copper earth bond to protect the operator. Note :- All supplied item make to be approved by competent Railway Supervisor, authorized by Dy.CEE/Con/Raipur.

Annexure-A

Technical data sheet for 16M High Mast suitable for 12 luminaries symmetrical(Or as per manufacturer design.)

1. High Mast System

Height of mast 16 Meter/20 Mtrs, No. of section Two/Three, Or as per manufacturer design., Material construction BS-EN10 025 /MS IS 2062, Base dia& top diameter (A/F) Top: 150mm, Bottom: 360mm, Or as per manufacturer design, Plate Thickness & section length Top:3mm,Length:5420 mm, Bottom: 4mm,Length 10980mm, Or as per manufacturer design, Cross section of Mast 20 side polygon, Standard for of galvanisation As per BS EN ISO 1461, Size of opening & door at base 1050x225 mm, Diameter of base plate 520 mm

Thickness of base plate 25 mm, Lightning protection finial G.I. Single spike, Max. wind speed 50 m/s as per IS:875 (part-III), No. of foundation bolts 6 nos, PCD of foundation bolts 445 mm, Type/diameter/length of foundation bolts TS 600/24 mm dia/750 mm long.

2. Luminaries Carriage

Material of construction Class B-M.S. Pipe, Diameter of carriage ring (mm) 535 mm(ID), Construction 8 Arm,Welded,2 sections, Load carrying capacity 8 Luminaire

3. Trailing Cable

Conductor Copper,5 core, 2.5 Sqmm, Insulation PVC insulated PVC sheathed, No. of circuit per mast one,

4. Winch/Power tool

Type/SWL of winch Double Drum/350 Kg, Method of operation Integral Motor, Motor capacity 0.75 HP, No. of speeds 6 Pole, Single speed, Torque limiter

5. Stainless Steel Wire Rope

Grade/construction AISI 304,7/19 construction, Number of ropes Two, Diameter (mm) 5 mm, Breaking load capacity 1450 Kgx2

END OF EXPLANATORY NOTE

ANNEXURE -XIII

Reference Para 16.(4)

B. New Annexure - XVII, Part-II of GCC-2022 shall be read as under:

Insurance Surety Bond for Performance Security

Name of the issuer of surety bond:

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

Date.....
.....

Surety Bond No:.....Issue Date:.....

Amount of Bond:.....Expiry Date:.....

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

AND

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

SB No:

Date

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

1. KNOW ALL MEN by these present that I/We, the undersigned [Insert names(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 Rs. **XXXX** (Rupees . **XXXX** Only) as above stated.
2. The Surety undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway on the Surety shall be final, conclusive and binding, absolute and unequivocal notwithstanding any disputes raised/pending before any Court, tribunal, arbitration or any authority or any threatened litigation by the Bidder or Bank.

Signature of Tenderer(S)/Contractor(S) **Page 146 of 150** **Dy.Chief Electrical Engineer (Con)/Raipur**

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

Dated.....the day of 2026

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

Place.....

Bank's Seal and authorized signature(s)

[Name in Block letters].....

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

Signature of Tenderer(S)/Contractor(S) Page 147 of 150 Dy.Chief Electrical Engineer (Con)/Raipur

[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.]

ANNEXURE –XIV

(CHECK LIST FOR THE TENDERERS)

(सभी निविदाकर्ताओं से अनुरोध है की कृपया निविदा दस्तावेज़ को ध्यान पूर्वक पढ़ें, एवं निविदा डालने के समय संलग्न किये जाने वाले सभी दस्तावेजों को निचे दिए गए जाँच सूची से मिलान कर लेवे।)

Sr. No.	Details	Yes/ No	Remarks
1.	Whether Bid Security deposited.		
2.	Whether the compliance of Employment/Partnership etc. of Retired Railway Employees: submitted or not as prescribed in clause no.8 of CHAPTER – II of the tender document for the work?(As per clause 16 of Indian Railway Standard General Conditions of Contracts April-2022 –Part I)		
3.	Whether details of past work along with experience certificates are submitted or not?		
4.	Whether list of Plants and Machineries available on hand and proposed to be inducted and hired for the tendered work submitted or not?(Proforma given in Annexure VII of the tender document).		
5.	Whether details of staff be employed are furnished or not? (Proforma given in Annexure VII of the tender document)		
6.	Whether details of works in hand submitted by the tenderer or not?. (Proforma given in Annexure VII of the tender document)		
7.	Whether all pages have been signed or not by authorized person on the behalf of the firm ?		
8.	Whether certificate (as per Proforma given in Annexure –III& III A of the Tender document) submitted by the tenderer or not?		
9.	Whether Declaration From Tenderers (As per CHAPTER-III of the tender document) submitted by the tenderer or not?		
10.	Whether Documents for Financial criterion (as mentioned in the NIT) submitted by the tenderer or not? (If applicable as per NIT)		
11.	Whether List of work Completion Certificate for similar nature of works (similar nature as defined in the NIT) as per Proforma given in Annexure –VIIDuly signed by Issuing Authority (If applicable as per NIT)		
12.	Whether the Bid Capacity of the tenderer may be submitted in the Performa given as per Annexure-VII of tender document duly enclosing documents mentioned in this regard in the NIT submitted by the tenderer or not?(If applicable as per NIT)		
13.	Whether details for constitution of firm furnished or not as prescribed in clause no.7 of CHAPTER – II of the tender document for the work. (And As per Clause no. 14,15,17 and 18 of Indian Railway Standard General Conditions of Contracts April-2022 & Advance Correction Slip No.3. If applicable.		
14.	Whether the self declaration for Black Listing of the Firm submitted or Not?(As per GCC April-2022 Part- I Clause No.14)		

Note:- Work Completion Certificate for Similar Nature of work, must be submitted as per Annexure-IX of this tender document).

BANK PARTICULARS :- Of the any payment to the tenderer/contractor including releasing of the Bid Security of un-successful tenderers (who have submitted DD/Banker's cheque), will be done through electronic transfer for which the tenderer/contractor must furnish following details:

- (i) Name of the Account Holder:-----
- (ii) Name of the Bank:-----
- (iii) Branch of Bank and full address:-----
- (iv) Bank telephone No:-----
- (v) Account No as appearing on the ChequeBook :-----
- (vi) RTGS /IFSC Code :-----
- (vii)Account Type (i.e. Current or Saving) : -----

(Enclosed- Cancel cheque to this effect)

=====END OF TENDER DOCUMENT =====