

WESTERN RAILWAY RAJKOT DIVISION



ELECTRICAL TRACTION DISTRIBUTION DEPARTMENT

NAME OF WORK: Reliability Improvement work by Provision of large PG clamps in various jumpers of OHE at Rajkot Division.

TENDER NO : DRM-RJT-EL-TRD-2026-27-14.

NIT No. : DRM/RJT/E-Tender/EL/TRD/2026-27-14

ESTIMATED COST : Rs. 13479262.72/- Only

COMPLETION PERIOD : 06 (Six) Months

COST OF THE TENDER PAPER: NIL

**ISSUED BY : Sr. Divisional Electrical Engineer/TRD
Western Railway, Rajkot.**

WESTERN RAILWAY
TENDER FORM (First Sheet)

Tender No.: DRM-RJT-EL-TRD-2026-27-14

<u>Name of Work:</u> Reliability Improvement work by Provision of large PG clamps in various jumpers of OHE at Rajkot Division.
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The President of India

Acting through the Senior Divisional Electrical Engineer (Traction), Rajkot, Western Railway

I/We _____ have read the various conditions to tender attached hereto and agree to abide by the said conditions. I/We also agree to keep this offer open for acceptance for a period of 60 days from the date fixed for closing of the tender and in default thereof, I/We will be liable for forfeiture of my/our "Bid Security". I/We offer to do the work for Rajkot Division of Western 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 **06 months** from the date of issue of letter of acceptance of the tender.

2. I/We also hereby agree to abide by the Indian Railways Standard General Conditions of Contract, with all correction slips up-to-date and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by Railway in the annexed Special Conditions/Specifications, Standard Schedule of Rates (SSOR) with all correction slips up-to-date for the present contract.
 3. A Bid Security as **per NIT cost on IREPS Portal** has already been deposited online/ submitted as Bank Guarantee bond. Full value of the Bid security shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if:
 - a) I/We do not submit the Performance Guarantee within the time specified in the Tender document;
 - b) I/We do not execute the contract documents within seven days after receipt of notice issued by the Railway that such documents are ready; and
 - c) I/We do not commence the work within fifteen days after receipt of orders to that effect.
 4. I/We am/are a Start-up firm registered by Department of Industrial Policy and Promotion (DIPP) and my registration number is valid up to (Copy enclosed) and hence exempted from submission of Bid security.
 5. We are a Labour Cooperative Society and our Registration No. is..... withand hence required to deposit only 50% of Bid security.
 6. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work
- Signature of Witnesses:

- 1.
- 2.

Date:

Signature of Tenderer(s)

Address of the Tenderer(s)

TENDER FORM (Second Sheet)

1. Instructions to Tenderer and Conditions of Tender: The following documents form part of Tender / Contract:

- I. NIT header
 - II. Schedule
 - III. Item break up
 - IV. Eligibility condition
 - V. Compliance
 - VI. Documents attached
 - A. SGCC with latest AC's
 - B. Attached Tender Document
 - a. Tender Forms – First Sheet and Second Sheet
 - b. Special conditions/Technical specifications.
 - c. Declaration
 - d. Standard General Conditions of Contract and Standard Specifications (Works and Materials) of Indian Railways as amended/corrected up to latest correction slips, copies of which can be seen in the office of Sr. Divisional Electrical Engineer (Traction) or obtained from the office of the Chief Electrical Engineer, Western Railway on payment of prescribed charges.
 - e. Standard Schedule of Rates as amended / corrected up to latest correction slips, copies of which can be seen in the office of Sr. Divisional Electrical Engineer (Traction) or obtained from the office of the Chief Electrical Engineer, Western Railway on payment of prescribed charges.
 - f. All general and detailed drawings pertaining to this work which will be issued by the Engineer or his representatives (from time to time) with all changes and modifications.
- 2. Drawings for the Work:** The Drawing for the work can be seen in the office of the Sr. Divisional Electrical Engineer (Traction), Western Railway, Rajkot and / or Chief Electrical Engineer, Western Railway at any time during the office hours. The drawings are only for the guidance of Tenderer(s). Detailed working drawings (if required) based generally on the drawing mentioned above, will be given by the Engineer or his representative from time to time.
- 3.** The Tenderer(s) shall quote his / their rates as a percentage above or below the Standard Schedule of Rates (SSOR) of **Western Railway** as applicable to **Rajkot Division** except where he/they are required to quote item rates and must tender for all the items shown in the Bill(s) of Quantities attached. The quantities shown in the attached Bill(s) of Quantities are given as a guide and are approximate only and are subject to variation according to the needs of the Railway. The Railway does not guarantee work under each item of the Bill(s) of Quantities. The tenderer(s) shall quote rates / rebates only at specified place in Tender Form supplied by Railway. Any revision of rates / rebates submitted (quoted) through a separate letter whether enclosed with the bid (Tender Form) or submitted separately or mentioned elsewhere in the document other than specified place shall be summarily ignored and will not be considered.
- 4.** Tenders containing erasures and / or alterations of tender documents are liable to be rejected. Any correction made by tender(s) in his/their entries must be attested by him / them.
- 5.** The works are required to be completed within a period of **Six Months** from the date of issue of acceptance letter.

1. Bid Security

(a) Subject to exemptions provided under para 5(1) (a) of Part-1 (ITT) of GCC of April 2022, the tender must be accompanied by a Bid security as mentioned in tender documents, failing which the tender shall be summarily rejected.

(b) The Tenderer(s) shall keep the offer open for a minimum period of 60 days (in case of two packet system of tendering 90days) from the date of closing of the Tender. It is understood that the tender documents have been issued to the Tenderer(s) and the Tenderer(s), is / are permitted to tender in consideration of the stipulation on his / their part that after submitting his / their tender subject to the period being extended further, if required by mutual agreement from time to time, he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to **Western Railway**. Should the tenderer fail to observe or comply with the foregoing stipulation, the amount deposited or Bank guarantee bond submitted as Bid security deposit (BD) for the due performance of the above stipulation, shall be forfeited to the Railway.

(c) If his tender is accepted,

(i) the Bid security deposit mentioned in sub para(a) above deposited in cash through e-payment gateway will be retained as part security for the due and faithful fulfilment of the contract in terms of Clause 16 of the Standard General Conditions of Contract;

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

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

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

- 6. Rights of the Railway to deal with Tender:** The authority for the acceptance of the tender will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest tender or any other tender, and tenderer(s) shall neither demand any explanation for the cause of rejection of his/ their tender nor the Railway to assign reasons for declining to consider or reject any particular tender or tenders.
7. If the tenderer(s) deliberately gives / give wrong information in his / their tender or creates / create circumstances for the acceptance of his / their tender, the Railway reserves the right to reject such tender at any stage.
8. If the tenderer(s) expire(s) after the submission of his / their tender or after the acceptance of his / their offer, the Railway shall deem such tender cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the Railway shall deem such tender as cancelled, unless the firm retains its character
9. If any partner(s) of a partnership firm expires after the submission of its tender or after the acceptance of its tender, the Railway shall deem such tender as cancelled/contract as terminated under clause 61 of the Standard General Conditions of Contract, unless the firm retains its character

as per partnership agreement. If a sole proprietor expires after the submission of tender or after the acceptance of tender, the Railway shall deem such tender as cancelled / contract as terminated under clause 61 of the Standard General Conditions of Contract

10. Eligibility criteria for the tenderer

10.1 Technical eligibility criteria

- (a) Tenderer has to submit attested copy of valid electrical contractor's license as per IE rule 45, which can be in his own name or in the name of his firm issued by any State Govt. under Clause 45 of compilation of rule of Indian Electricity Rules 1956 or as amended from time to time. They shall keep valid license throughout the period of execution of work by getting it renewed at suitable intervals and submit an attested copy of the same to the Railways.
- (b) The tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:
 - (i) Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, or
 - (ii) Two similar works each costing not less than the amount equal to 40% of advertised value of the tender, or
 - (iii) One similar work costing not less than the amount equal to 60% of advertised value of the tender.
- b(1) In case of tenders for composite works (e.g. works involving more than one distinct component, such as Civil Engineering works, S&T works, Electrical works, OHE works etc. and in the case of major bridges – substructure, superstructure etc.), tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:
 - (i) Three similar works each costing not less than the amount equal to 30% of advertised value of each component of tender,
OR
 - (ii) Two similar works each costing not less than the amount equal to 40% of advertised value of each component of tender,
OR
 - (iii) One similar work each costing not less than the amount equal to 60% of advertised value of each component of tender.

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

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

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

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

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

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

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

Note for Item 10.1:

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

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

10.1(A) Similar nature work:

Tenderer should have experience on
“Execution of any 1500V DC or 25kV AC OHE work.”
(Authority: GM/Elect/WR/CCG’s letter No. EL/90/TRD/W/1 dated 21.01.2009)

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

V= Advertised value of the tender in crore of Rupees

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

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

previous year shall be considered for calculating average annual contractual turnover.

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

Bid Capacity: The tender/technical bid will be evaluated based on bid capacity formula detailed as Annexure-VI as per GCC April-2022 with it's all correction slips.

No Technical and Financial credentials are required for tenders having advertised value up to Rs 50 lakh except electrical contractor license as per IE rule 45 as per clause 10(a) of this tender document.

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

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

previous to the one in which tender is invited, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date or immediately previous date for which rates have been published.

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

- 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.
- 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 fulfilment of credentials.
- 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 fulfilment of credentials
- 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.

- If a bidder has successfully completed a work as subcontractor and the work experience certificate has been issued for such work to the subcontractor by a Govt. Organization or public listed company as defined in Note for Item 10.1 Para 10 of the Tender Form (Second Sheet), the same shall be considered for the purpose of fulfilment of credentials.
- In case a work is considered similar in nature for fulfilment 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.
- 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.

- 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.
- 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.
- 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.
- 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.
- 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.

- 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.
- In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm.
- In case company A is merged with company B, then company B would get the credentials of company A also.]

11. Tenderer Credentials: -

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

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

- 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.
 - Certificates which may be an attested Certificate from the client, Audited Balance Sheet duly certified by the Chartered Accountant etc. regarding contractual payments received in the past.
 - 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. **As per letter of Government of India/Ministry of Railway/Railway board Letter No. 2022/CE-/CT/GCC/Correspondence New Delhi, dated 14.05.2024 Clarification regarding submission of Annexure-V of GCC with Tenders.**

"On IREPS Module, a facility has already been created for online submission of Annexure-V. Therefore, the provision of downloading of Annexure-V of GCC & uploading of physically signed Annexure-V by the tenderer had been discontinued on IREPS.

In case of other than Company/Proprietary firm, Annexure-V(A) shall also be submitted by each member of a partnership firm/Joint venture(JV)/ Hindu undivided family (HUF)/ Limited liability partnership (LLP) etc. as the case may be Non submission of 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.

(as per GCC April 22 advance correction slip No.2 dated 13.12.2022 and corrections in Annexure-V are to be incorporated as per Advance Correction Slip No.3 & 4 dated 26.04.2023 and 07.08.2023 respectively, copy of ACS 3 & 4 is attached herewith tender documents).

- 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 BD besides banning of business for a period of up to **Two** years or as latest modifications.
(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. BD, Performance Guarantee and Security Deposit available with the railway shall be forfeited. In addition, other dues of the contractor, if any, under this contract shall be forfeited and agency shall be banned for doing business for a period of up to **Two** years.

(Clause 11.(vi) is corrected as per ACS-3 to IRSGCC dated 26.04.2023)

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

13. Execution of Contract Documents: The successful Tenderer(s) shall be required to execute an agreement with the President of India acting through the Senior Divisional Electrical Engineer, Rajkot, Western Railway for carrying out the work according to Standard General Conditions of Contract, Special Conditions / Specifications annexed to the tender and Standard Specifications (Works and Materials) of Railway as amended/corrected up to latest correction. Slips, mentioned in tender form (First Sheet).

14. Partnership Deeds, Power of Attorney etc.:

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/ HUF (Hindu Undivided Family)/ Limited Liability Partnership (LLP) etc. The tenderer(s) shall enclose the attested copies of the constitution of their concern, and copy of PAN Card along with their tender. Tender Documents in such cases are to be signed by such persons as may be legally competent to sign them on behalf of the firm, company, association, trust or society, as the case may be.

II. Following documents shall be submitted by the tenderer:

(a) Sole Proprietorship Firm:

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

(b) HUF:

(i) A copy of notarized affidavit on Stamp Paper declaring that he who is submitting the tender on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF.

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

(c) Partnership Firm:

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

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

- (e) Company registered under Companies Act 2013:
 - (i) The copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company
 - (ii) A copy of Certificate of Incorporation
 - (iii) A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company.
 - (iv) All other documents in terms Para 10 of the Tender Form (Second Sheet) above.
- (f) LLP (Limited Liability Partnership):
 - (i) A copy of LLP Agreement
 - (ii) A copy of Certificate of Incorporation
 - (iii) A copy of Power of Attorney/Authorization issued by the LLP in favour of the individual to sign the tender on behalf of the LLP and create liability against the LLP.
 - (iv) An undertaking by all partners of the LLP that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were / are partners/members. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.
 - (v) All other documents in terms of Para 10 of the Tender Form (Second Sheet).
- (g) Registered Society & Registered Trust
 - (i) A copy of Certificate of Registration
 - (ii) A copy of Memorandum of Association of Society/Trust Deed
 - (iii) A copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust.
 - (iv) A copy of Rules & Regulations of the Society
 - (v) All other documents in terms of Para 10 of the Tender Form (Second Sheet) above.
- (iii) If it is NOT mentioned in the submitted tender that tender is being submitted on behalf of a Sole Proprietorship firm / Partnership firm / Joint Venture / Registered Company etc., then the tender shall be treated as having been submitted by the individual who has signed the tender.
 - (iv) After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm / Partnership Firm / Registered Company/ Registered Trust / Registered Society / HUF/LLP etc. shall be neither asked nor considered, if submitted. Further, no suo moto cognizance of any document available in public domain (i.e., on internet etc.) or in Railway's record/office files etc. will be taken for consideration of the tender, if no such mention is available in tender offer submitted.
 - (v) A tender from JV shall be considered only where permissible as per the tender conditions.
 - (vi) The Railway will not be bound by any change of power of attorney or in the composition of the firm made subsequent to the submission of tender. Railway may, however, recognize such power of attorney and changes after obtaining proper legal advice,

the cost of which will be chargeable to the Contractor.

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

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

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

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

a) Should a tenderer

- (i) be a retired Engineer of the gazetted rank or any other gazette 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 gazette 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.

17. Participation of Joint Venture (JV) in Works Tender as mentioned in Clause 17 of the Tender form of Second sheet of Indian Railways Standard General Conditions of Contract, April 2022 or latest correction slips.

18. Participation of Partnership Firms in works tenders as mentioned in Clause 18 of the Tender form of Second sheet of Indian Railways Standard General Conditions of Contract, April 2022.

- 18.1 The Partnership Firms participating in the tender should be legally valid under the provisions of the Indian Partnership Act.
- 18.2 The partnership firm should have been in existence or should have been formed prior to submission of tender. Partnership firm should have either been registered with the Registrar or the partnership deed should have been notarized as per the Indian Partnership Act, prior to submission of tender.
- 18.3 Separate identity / name should be given to the partnership firm. The partnership firm should have PAN / TAN number in its own name and PAN / TAN number in the name of any of the constituent partners shall not be considered. The valid constituents of the firm shall be called partners.
- 18.4 Once the tender has been submitted, the constitution of the firm shall not normally be allowed to be modified / altered / terminated during the validity of the tender as well as the currency of the contract except when modification becomes inevitable due to succession laws etc., in which case prior permission should be taken from Railway and in any case the minimum eligibility criteria should not get vitiated. The re-constitution of firm in such cases should be followed by a notary certified Supplementary Deed. The approval for change of constitution of the firm, in any case, shall be at the sole discretion of the Railways and the

tenderer shall have no claims what-so-ever. Any change in the constitution of Partnership firm after submission of tender shall be with the consent of all partners and with the signatures of all partners as that in the Partnership Deed. Failure to observe this requirement shall render the offer invalid and full Bid Security shall be forfeited. If any Partner/s withdraws from the firm after submission of the tender and before the award of the contract, the offer shall be rejected and Bid Security of the tenderer will be forfeited. If any new partner joins the firm after submission of tender but prior to award of contract, his / her credentials shall not qualify for consideration towards eligibility criteria either individually or in proportion to his share in the previous firm. In case the tenderer fails to inform Railway beforehand about any such changes / modification in the constitution which is inevitable due to succession laws etc. and the contract is awarded to such firm, then it will be considered a breach of the contract GCC April 2022

- 18.5 A partner of the firm shall not be permitted to participate either in his individual capacity or as a partner of any other firm in the same tender.
- 18.6 The tender form shall be submitted only in the name of partnership firm. The Bid Security shall be submitted by partnership firm. The Bid Security submitted in the name of any individual partner or in the name of authorized partner (s) shall not be considered.
- 18.7 On issue of Letter of Acceptance (LOA) to the partnership firm, all the guarantees like Performance Guarantee, guarantee for various Advances to the Contractor shall be submitted only in the name of the partnership firm and no splitting of guarantees among the partners shall be acceptable.
- 18.8 On issue of Letter of Acceptance (LOA), contract agreement with partnership firm shall be executed in the name of the firm only and not in the name of any individual partner.
- 18.9 In case the Letter of Acceptance (LOA) is issued to a partnership firm, the following undertakings shall be furnished by all the partners through a notarized affidavit, before signing of contract 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 no execution of the contract or part thereof.
- (b) Duration of the partnership deed and partnership firm agreement: The partnership deed/partnership firm agreement shall normally not be modified/altered/ terminated during the currency of contract and the maintenance period after the work is completed as contemplated in the conditions of the contract. Any change carried out by partners in the constitution of the firm without permission of Railway, shall constitute a breach of the contract, liable for determination of the contract under Clause 62 of the Standard General Conditions of Contract.

- (c) Governing laws: The partnership firm agreement shall in all respect be governed by and interpreted in accordance with the Indian laws.
- (d) No partner of the firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other partner/s and that of the Railway.
- 18.10 The tenderer shall clearly specify that the tender is submitted on behalf of a partnership firm. The following documents shall be submitted by the partnership firm, with the tender:
- (i) A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar. GCC April 2022
 - (ii) (ii) A notarized or registered copy of Power of Attorney in favour of the individual to tender for the work, sign the agreement etc. and create liability against the firm.
 - (iii) (iii) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the bid ineligible or the contract shall be determined under Clause 62 of the Standard General Conditions of Contract.
 - (iv) All other documents in terms of Para 10 of the Tender Form (Second Sheet) above.
- 18.11 Evaluation of eligibility of a partnership firm: Technical and financial eligibility of the firm shall be adjudged based on satisfactory fulfilment of the eligibility criteria laid down in Para 10 of the Tender Form (Second Sheet) above.

Para 18.1) of Part-II of GCC 2022 with ACS-11: (GCC-2022 with ACS-11 issued vide No. 2022/CE-I/CT/GCC-2022/PLICY/PT-I(E-3320424) dated 13.03.2026)

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

i) Corrupt practice: making offers, solicitation or acceptance of bribe, rewards, gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to influence the procurement process or contract execution.

ii) “Fraudulent practices”: 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 bid prices at artificial, non-competitive levels;

iv) “Coercive practice”: any coercion or 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 or 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 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;

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) 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 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 with officer, Competition Commission of India; the

c) Initiation of suitable disciplinary or criminal proceedings against 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

19. Advances to Contractor –If specifically provided in Tender Documents of tender having advertised value more than Rs.50 Crores, Railway shall make payment, as an Interest-bearing advance, as per Contractor's request. These advances shall carry a simple interests 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.
20. It is responsibility of the tenderer to check any correction or any modifications published subsequently in website and the same shall be taken into account while submitting the tender on website.
21. Each of the page of tender documents and corrigendum (if any) is required to be signed by person/ persons submitting the tender in token of their having acquainted themselves with latest GCC, standard specification as laid down at the time of contract agreement.
22. Tenderer/s is/are free to download tender document at their own risk and cost, for the purpose of perusal as well as for using the same as tender document for submitting the offer. Master copy of the tender document is available in the office of The Sr. Divisional Electrical Engineer, Western Railway, Rajkot-45. After award of work an agreement will be prepared based on the master copy of tender available in the above-mentioned office. In case, any discrepancy between the tender documents downloaded from the Internet and master copy later shall prevail and will be binding on the tenderer/s no claim on this account will be entertained.
23. If any change/addition/deletion is made by the Tenderer/Contractor and the same is detected at any stage even after the award of the tender, full Bid Security will be forfeited and the contract will be terminated at his/their risk and cost. The tenderer is also liable to be banned from doing business with Railways and/or prosecuted.
24. Omissions & Discrepancies: Should a tenderer find discrepancies in or omissions from the drawings or any of the Tender Forms or should he be in doubt as to their meaning, he should at once notify the authority inviting tenders. The tender inviting authority may, if deemed necessary, clarify the same to all tenderers. It shall be understood that every 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.
25. Tenderers are requested to submit his offer well within the closing time of tender and Railway will not be responsible for any last minute technical snag whatsoever in submission of bid.
26. In case of any wrong information submitted by tenderer, the contract shall be terminated, Bid Security (BD), Performance Guarantee (PG) and security Deposit (SD) of contract forfeited and agency banned for doing business on entire Indian Railways for a period of upto 2(Two) years.
27. With such a system of self certification of credentials, Tender finalization should also be speeded up. It has accordingly been decided that the tender validity period should be reduced to 60 days for

single packet and 90 days for Two packet system of tendering for tenders having affidavit based system of credential verification.

28. A sum of **as per NIT cost on IREPS Portal** as Bid Security shall be paid through online gateway facilities provided on IREPS website.

29. Bid Security:

- 1.(a) The tenderer shall be required to submit 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

Value of the work	Bid security
For all works	2% of the estimated cost of the work.

(GCC-2022 with ACS-11 issued vide No. 2022/CE-I/CT/GCC-2022/PLICY/PT-I(E-3320424) dated 13.03.2026)

Note:

- i. The Bid Security shall be rounded off to the nearest Rs.100. This Bid Security shall be applicable for all modes of tendering.
 - ii. Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Start-ups' shall be exempted from payment of Bid Security detailed above.
 - iii. Labour Cooperative Societies shall deposit only 50% of above Bid Security detailed above.
- (b) It shall be understood that the tender documents have been issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Engineer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the Railway.
- (c) If his tender is accepted this Bid Security mentioned in sub clause (a) above will be retained as part security for the due and faithful fulfilment of the contract in terms of Clause 16 of the Standard General Conditions of Contract. The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.
- (2) The Bid Security shall be deposited either in cash through e-payment gateway or submitted as Bank Guarantee bond from a scheduled commercial bank of India or as mentioned in tender documents. The Bank Guarantee bond shall be as per Annexure-VIA and shall be valid for a period of 90days beyond the bid validity period.
- (3) In case, submission of Bid Security in the form of Bank Guarantee, following shall be ensured:
- i) A scanned copy of the Bank Guarantee shall be uploaded on e-Procurement Portal (IREPS) while applying to the tender.
 - ii) The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document within 5 working days before closing date for submission of bids.

- iii) Non submission of scanned copy of Bank Guarantee with the bid on e-tendering portal (IREPS) and/or non-submission of original Bank Guarantee within the specified period shall lead to summary rejection of bid.
 - iv) The Tender Security shall remain valid for a period of 90 days beyond the validity period for the Tender.
 - v) The details of the BG, physically submitted should match with the details available in the scanned copy and the data entered during bid submission time, failing which the bid will be rejected
 - vi) The Bank Guarantee shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification “Bid for the ***** Project” and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right-hand top corner of the envelope.
 - vii) The envelope shall be addressed to the officer and address as mentioned in the tender document.
 - viii) If the envelope is not sealed and marked as instructed above, the Railway assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.
- 30.** The Bid Security for the due performance of the stipulation to keep the offer open till the date specified in the tender will be refunded to the unsuccessful tenderer/ tenderers within a reasonable time, after deducting postal registration charges and other if any Amount. The full Bid Security by the successful tenderer/tenderers, will be retained towards the security deposit for due and faithful fulfilment of the contract, but shall be forfeited if the contractor fails/contractors fail to execute the Agreement bond or to start the work within the time as specified in the letter of offer after notification of the acceptance of his/their tender. The Railway shall not be responsible for any loss or depreciation that may happen to the Bid Security while in their possession and not be liable to pay interests there on.
- 31.** Tenderer shall submit documentary proof in support of satisfying eligibility criteria, failing which their offer shall be treated as invalid & summarily rejected.
- 32.** In case whether the power of attorney/partnership deed has not been executed in English the true and authenticate copies of translation of the same by advocate authorized translator of court and licensed petition writers should be supplied by the contractor while tendering for the work.
- 33.** A) If the tenderer/s has/have already submitted the partnership deed, power of attorney or any other documents relating to their firm they will attach a declaration signed by all the partners of firm to the following effect. The partnership deed, power of attorney is already submitted to the Railway Administration vide letter No. _____ dated _____ hold good for this contract also.
- B) The Railway will not be bound by any power of attorney granted by the tenderer or by change in the composition of the firm made subsequent to the execution of the contract. It may however, recognized such powers of attorney and change after obtaining proper legal advice the cost of which will be chargeable to the contractor. The charges have been fixed Rs. 100/- payable by the tenderer at the time of submitting the power of attorney for scrutiny legal advice. If the power of attorney is not accepted otherwise than for legal effect the charges will be refunded, if the power of attorney is returned on account of legal defect for correction separate charges of Rs. 50/- for

security of corrected power of attorney will be payable by the tenderer while resubmitting the power of attorney. The same charges will be recoverable for scrutiny of all documents as in file of. The charges mentioned above are liable to vary and contractor shall be bound to make payment as per latest norms. Power of attorney, partnership deed, joint ventures or any other legal documents shall be subjected for legal vetting in head quarter office unless these are already vetted and no change have been incorporated in them till date of opening of tender. No payment shall be made unless legal vetting is obtained on such documents.

34. **Right of Railway to Deal with Tenders:** The Railway reserves the right of not to invite tenders for any of Railway work or works or to invite open or limited tenders and when tenders are called to accept a tender in whole or in part or reject any tender or all tenders without assigning reasons for any such action.
35. The successful tenderer/Tenderer shall be required to execute an agreement with the president of India acting through Divisional Railway Manager (Elect.) Western Railway Rajkot to carry out the work according to the latest Standard General Conditions of Contract and as per terms & conditions of the tender and technical specifications of the work.
36. **Railway Passes:** No free railway passes shall be issued by the Railway to the Contractor or any of his employee/worker.
37. **Carriage of Materials:** No forwarding orders shall be issued by the Railway for the conveyance of Contractor's materials, tools and plant by train which may be required for use in the works and the Contractor shall pay full freight charges at public tariff rates therefore.
38. The successful tenderer will however have no right or claim in the execution of the work, which is in opinion of the Sr. Divisional Electrical Engineer/TRD that work should be carried out departmentally or otherwise. The Sr. Divisional Electrical Engineer /TRD reserves to himself the right at any time after the acceptance of the tender to keep back from the contract and carry work in other ways or by other agency all work or any portion of work he may think fit without assigning any reasons.
39. All loading/ unloading and transportation that may be required shall be done by the contractor at his own cost. No counter offer/ deviation from tender conditions shall be given in the tender. The rates should be inclusive of supervision and all incidental charges. No extra payment on any account would be admissible.
40. Cess and drinking water charges will be recovered from the contractors as per rules in force from time to time.
41. Royalty on materials to be supplied by the contractor for construction work if any (Except those to be supplied by the Railway) will be borne by the contractor.
42. Arrangements for permits or license for materials will not made by the Railway, but assistance will be given whenever possible.
43. All taxes, duties and other Govt. levies etc. shall be liable to be deducted as per rates and rules in force at the time of preparation of bill and contractor shall have no objection in this regard. The rates quoted by tenderer shall be inclusive of all taxes, duties and other Govt. levies etc.
44. The successful tenderer should give no claim certificate at the time of signing the final bill. The payment of the final bill as well as refund of security deposit will not be arranged till such certificate is given.
45. Non-compliance with any of the conditions set forth there in above is liable to result in the tender may be rejected.
46. The tender form is not transferable.

47. The tenderer(s) shall inspect the proposed site of work and acquaint himself/themselves with the site conditions, working hours, layout of, land trees and shrubs that he/they will have to cut, type of strata likely to be met within the burrow pits, stacking space for materials, approach roads, path ways available, etc. and all relevant items connected with the execution of the work. No claim shall be entertained for the contractor (s) making his/their own arrangement for approaches/approach road from outside Railway land and contractor (s) will bear entire expenses such as road taxes, payment for right of way, etc. outsiders and for construction of approaches/approach roads etc.
48. The contractor shall inspect the site fully before quoting of tender. The work shall be done as per site requirements and tender schedule. The contractor shall quote rates after fully satisfying himself about site requirements.
49. All drawings copy of which may be furnished to the contractors by the Railway Administration shall be treated as secret documents and should not be handed over or shown to the persons other than who are directly concerned with the work. The drawings shall be returned to the Engineer-in-charge on completion of the works or termination of the contract.
50. The contractor shall take all steps necessary to ensure that all persons employed to any work in connection with this contract have noticed that the Indian official secret act 1923 (XIV) of 1923 is applied to them and will continue to apply even after the execution of such work under the contract.
51. Tenderer shall have not tamper/ modify the tender forms in any manner. In case, if the same is found to be tampered/ modified, tender will be summarily rejected and full Bid Security will be forfeited and tenderer are liable to be banned from doing business with Railways and/or prosecuted.
52. The tenderer should keep the offer open for 60 days (in case of two packet system of tendering 90 days) from the date of opening of the tender.
53. Contractors registered with DGS & D controller of stores, NSSI/SSI and having permanent Bid Security with stores Department of the Railway are not exempted from Bid Security.
54. **Rates tendered should be inclusive of all taxes & levies etc. If there is any variation** between the rates quoted in figures and in words, the rates quoted in “WORDS” shall be taken as correct. However, if more than one or improper rates are quoted, then such ambiguous offers shall be summarily rejected. Similarly, if a tenderer fails to strike out “below/above/at par” then in such condition the offer shall be treated as below.
55. The completion period of the work will be **as per Tender Form.**
56. The tenderer shall submit an analysis of rates if called upon to do so.
57. This work shall be governed by latest Standard General Conditions of Contract of Railway amended up to the date of opening of tender.
58. Railway shall not be responsible for any personal injury or loss to the representative of the firm or any other loss to the firm while they are on the job at Railway premises. The contractor's representative shall observe all the disciplinary and safety codes as applicable to Railway employees at the premises of Railways.
59. The successful contractor should have experience and expertise in undertaking such jobs and he will get the work done by experienced and skilled manpower.
60. The rates are firm & consolidated and inclusive of all taxes, duties, levies including ED, ST on works contract, incidental transport etc.

61. No payment at the stage of supply shall be made against all items where supply rates have been shown zero. Full payment of supply, erection & labour charges for quantity executed against these items shall be given after completion of that particular quantity in running / final bills.
62. No price variation is admissible in this tender whether on rates, taxes, duties, levies etc.
63. The Schedule of Rates & Quantities shall be read together with the GCC in vogue and the terms & conditions incorporated in the tender paper.
64. The unit rate in the rate schedule includes supply, installation, testing, & commissioning including all contingent material like hard ware, bushes, PVC flexible pipe, down rods, chain, clamps, connecting wires etc. if not specified in the rates schedule.
65. All released material, if any, shall have to be handed over to concerned Railway supervisor in-charge of the jurisdiction with deploying manpower as well as own transport of contractor.
66. Any correction in made by the tenderer/tenderers his/their entries must be attested by him/them.
67. During execution of contractual work, the consignee should not issue departmental material (which is contractor supply items) to the contractor keeping Railways interest at top priority.
68. Contract shall be governed by GST act and rules as applicable from time to time.

69. Care in submission of tender.

(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.

(ii) Tenderers will examine the various provisions of the Central Goods and service Tax Act, 2017 (CGST) / Integrated Goods and Service Tax Act, 2017(IGST) / Union Territory Goods and Service Tax Act, 2017(UTGST) / respective state's State Goods and Service 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.

(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.

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

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

(b) The Railway will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may,

however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.

70. Contractor shall follow the guidelines regarding application of policies/Laws related to “contract labour”.

1. Social security covers under ESI Act; PF Act are to be followed.
2. Issue of ID cards.
3. Labour Law Related to
 - I. Minimum Wages Act.
 - II. Payments of Wages Act.
 - III. Apprentice Act.
 - IV. Provisions of contract labour (Regulation and abolition) Act.
 - V. Reporting of accident to labour commissioner.
 - VI. Provision of workmen compensations Act.
 - VII. Railway not to provide quarters to contractors.
 - VIII. Compliance of rules for employment of labour.
 - IX. Non employment of female labour in cantonment areas.
 - X. Non employment of labour below the age of 15 year.
 - XI. Medical fitness of labour is to be followed.

71. Provisions of Contract Labour (Regulation and Abolition) Act, 1970:

- a) The regulation of abolition Act of 1970 and Central rules of 1971 will be governed by Para 55-A of Part II of GCC April-2022.

72. Variation in quantities of tender schedule (as per New GCC -April 2022)

73. Modification to Contract to be in Writing: In the event of any of the provisions of the contract required to be modified after the contract documents have been signed, the modifications shall be made in writing and signed by the Railway and the Contractor and no work shall proceed under such modifications until this has been done. Any verbal or written arrangement abandoning, modifying, extending, reducing or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on the Railway unless and until the same is incorporated in a formal instrument and signed by the Railway and the Contractor, and till then the Railway shall have the right to repudiate such arrangements.

74. Powers of Modification to Contract: The Sr.DEE/TRD/RJT 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.

75. (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 up to 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 up to 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 up to 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 up to 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.
- (i) Quantities operated up to 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;
- (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;
- (iv) 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.
- (v) In case of foundation work, no variation limit shall apply and the work shall be carried out by the Contractor on agreed rates irrespective of any variation.
- (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 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: The enlargements, extensions, diminution, reduction, alterations or additions shall in no degree affect the validity of the contract; but shall be performed by the Contractor as provided therein and be subject to the same conditions, stipulations and obligations as if they had been originally and expressively included and provided for in the Specifications and Drawings and the amounts to be paid therefor shall be calculated in accordance with the accepted Bill(s) of Quantities..

Any extra items/quantities of work falling outside the purview of the Bill of quantities above shall be paid for at the rates determined under Clause-39 of the GCC-April 2022 Conditions or its latest amendment.

76. **General Conditions of Contract:** As per New GCC (April 2022) or as per latest amendments and corrections slips issued till date.

77. **Performance Guarantee [PG]:** The terms and conditions of Performance Guarantee will be as per latest GCC of April 2022 with latest amendments correction Slip No -11 dated 13.03.2026 or latest if any issued from time to time.

Para 16(4) Performance Guarantee (b) The successful bidder shall submit the performance Guarantee (PG) amounting 5% to the original contract value and additional performance Guarantee as per clause 6(4)(h) in any of the following forms.

- i. A deposit of Cash
- ii. Irrevocable Bank Guarantee
- iii. Insurance surety bond as per annexure-XVII

Note:

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

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

16(4)(h) OF Part-II of GCC-2022: if a tender is accepted on the quoted rates of bidder which is below the advertised tender value, an additional performance security shall be submitted by the bidder as below.

Bid quoted in % of advertised cost	Additional performance Guarantee (%)
Below 0 - 5% (Inclusive)	Nil
Below 5%	5%

(GCC-2022 with ACS-11 issued vide No. 2022/CE-I/CT/GCC-2022/PLICY/PT-I(E-3320424) dated 13.03.2026)

78. **Security Deposit [SD]: (As per New GCC (April 2022):** The terms and conditions of Security deposit will be as per latest GCC of April 2022 with all its latest amendments issued from time to time.

- i. Refund of Security Deposit: Security Deposit mentioned in sub clause (1) above shall be returned to the Contractor along with or after, Maintenance Certificate issued, on expiry of the maintenance period as per clause 50(1) of Part-II of GCC-2022, in case applicable. Maintenance period for this work is 12 months from date of commissioning.
- ii. Forfeiture of Security Deposit: Whenever the contract is rescinded as a whole under clause 62(1) of Part-II GCC-2022, the Security Deposit already with railways under the contract shall be forfeited. However, in case the contract is rescinded in part or parts under clause 62(1) of GCC, the Security Deposit shall not be forfeited.
- iii. No interest shall be payable upon the Bid Security and Security Deposit or amounts payable to the Contractor under the Contract, but Government Securities deposited in term

79. Furnishing Wrong Information: If the tenderer/s deliberately gives / give wrong information in his / their tender, creates / create circumstances for the acceptance of his / their tender, the Railway administration reserve the right to reject such tender at any stage.

80. Railway Administration Reserve the Rights: The Railway Administration reserves the right to change or amend the drawings as and when necessary at any stage of the work. No claim of any kind what so ever will be entertained by the Railway. In case the execution of any item of the work is held up for want of approved design or late supply of such material as are to be arranged by the Railway, then such failure or delay shall in no way effect or vitiate the contractor or alter the character thereof or entitle the contractor for damages or compensation thereof but in any such case, the Railway may grant such extension of the completion date as may be considered reasonable.

81. Railways Not Bound to Accept Any Tender:

- i. The Railways shall not be bound to accept the lowest or any tender or to assign any reason for non-acceptance or rejection of a tender.
- ii. The Railways reserve the right to accept any tender in respect of the whole or any portion of the work specified in the tender papers or to sub-divide the work among different tenderer or to accept any tender for less than the tendered quantities without assigning any reason whatsoever.
- iii. The Railway Administration reserve the right to modify the quantity from time to time whether it is an increase or decrease in the scope and quantity of work. The tenderer shall not be entitled to any compensation but will be paid for as per contract for the actual work done.

82. Price Variation Clause (PVC): Price variation clause will be governed by GCC of April 2022 with all latest correction slips.

83. MEASUREMENTS, CERTIFICATES AND PAYMENTS

Quantities in Schedule Annexed to Contract: The quantities set out in the accepted Schedule of Rates with items of works quantified are the estimated quantities of the works and they shall not be taken as the actual and correct quantities of the work to be executed by the Contractor in fulfillment of his obligations under the contract.

Measurement of Works by Railway: The Contractor shall be paid for the works at the rates in the accepted Schedule of Rates and for extra works at rates determined under Clause 39 of GCC-April 2022 on the measurements taken by the Engineer or the Engineer's representative in accordance with the rules prescribed for the purpose by the Railway. The quantities for items the unit of which in the accepted Schedule of Rates 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 Schedule of Rates 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.

Measurement of Works by Contractor's Authorized Representative (in case the contract provides for the same):

- (a) The Contractor shall be paid for the works at the rates in the accepted Schedule of Rates 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 Schedule of Rates 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 Schedule of Rates 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 not be withstanding 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 impose a penalty of 10% of claimed gross bill value.
- (ii) On any next occasion of noticing any exaggerated/false measurement, railway shall impose penalty of 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.

"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, a retention of ten 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.

Rounding off Amounts: The total amount due on each certificate shall be rounded off to the nearest rupee, i.e. sum less than 50 paise shall be omitted and sums of 50 paise and more upto ₹1 will be reckoned as ₹1.

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.

Manner of Payment: Unless otherwise specified payments to the Contractor will be transferred electronically to his bank account.

SPECIAL CONDITIONS OF TENDER

- The following special conditions supplement to the regulations for tenders and contracts, conditions of tender and general conditions of contract and should be considered as part of the contract papers where the provision in the special conditions are at variance with general conditions/other documents mentioned above, the special conditions shall prevail upon.
1. All the terms and conditions stipulated under special Conditions are binding upon the contractor in all matters of dispute the decisions of Senior Divisional Electrical Engineer/Traction distribution/Rajkot division, western railway (Sr.DEE/TRD/RJT) shall be final.
 2. The detailed Scope of work for all schedules of this contract are given in the explanatory notes of schedules shall be final.
 3. The Railway's Engineer-in-charge reserves the right to ask the contractor to remove any staff from duty without assigning any reason whatsoever. The decision of Railway's Engineer-in-charge will be final and binding on the contractor.
 4. Contractor's staff for electrification/modification work as specified in the explanatory note, under this contract, contractor shall place his competent staff as per the requirement. However, the number of hours for each labor should not exceed the stipulated maximum number of man-hours in a fortnight as per the hours of employment regulations stipulated in minimum wages Act/Labor laws in force its sole responsibility of contractor.
 5. Since the work needs to be completed in a time bound manner, the staff involved may be required to work on all days/as and when required basis, relievers for weekly off will have to be arranged separately by contractor for which no additional payment shall be made. However, the contractor should arrange necessary relief to the staff working as per the labor laws from time to time for which no additional payment will be made by the Railways.
 6. ACCIDENTS: The tenderer shall indemnify and keep the purchaser/consignee indemnified and harmless against all actions, suits, claims, demands, costs, charges or expenses arising in connection with any death or injury sustained by any person or persons within the Railway premises and any loss or damages to Railway property sustained due to the act or omission of the tender's his agents or his staff during the execution of this contract irrespective of whether such liability arises under the workman's compensation act, or fatal accident act or factory act or payment of wages act or any other statutes in force for the time being.
 7. The tenderer should abide by all Railway rules and regulations in force from time to time and ensure that same are being followed by his representatives, agents or subcontractor or workmen.
 8. If at any time the works to be carried out directly concerned with the safety of trains, the tenderer's staff must comply fully with Railway regulations given to him by the authorized Railway staff. They shall notify the authorized representative of the purchaser/consignee who will take all necessary steps in this regard.
 9. The contractor shall promptly and correctly carry out all instructions received from time to time from Sr. DEE/TRD/RJT or his authorized representative.
 10. The employee/labor engaged/deployed by the contractor for the execution of said contract will be employed by the contractor only and will have no claim for employment in railway organization/establishment, whatsoever.
 11. The workers to be engaged by the contractor shall be medically fit and free from any communicable diseases.
 12. The contractor shall pay not less than the minimum wages rates of skilled worker, applicable in the area in which the worker/s engaged by him.

13. The personnel deployed for the tendered work should be of good character who can interact with railway personnel in a polite & decent manner. It shall be the sole responsibility of the contractor to ensure that the personnel deployed in this work do not have bad habits or misbehave with any railway staff and bear good moral character.
14. In case of any contradiction between special terms and conditions of tender and general conditions, then the special terms & conditions shall prevail.
15. Addenda and corrigenda to the 'Special/other Terms and conditions may be issued as and when necessary and the tenderers shall abide by them.
16. During the working, it will be sole/entire responsibility of the contractor to ensure safety of the staff and due to carelessness of the working of his staff, if any damage is done to railway property or any theft is committed, the amount, so assessed, shall be recovered from the contractor along with imposition of fine as the administration deems fit.
17. All supplied material should be procured from RDSO/CORE approved vendor only, if any found at any stage from non-approved vendor then material will be rejected, any reimbursement will not be paid by railway.

➤ **Precautions to be taken while working in the vicinity of the running trains.:**

1. When the work is required to be carried out on the track itself or as close to the track as may pose a hazard to rail traffic, the work shall be carried out under the supervision of an authorized Railway Representative only.
2. During the execution of the works, the contractor or his representative shall not leave the site where the works are being carried out. instructions given to the said representative by the Railway Administration in writing could be considered as duly given or conveyed to the contractor himself.
3. The contractor shall not allow any road vehicle belonging to him or his suppliers etc. to ply in Railway land next to the running line. If permitted by Railway Administration for execution of certain works such as supply of ballast, sand, etc. the following precautions must be taken by the Contractor in the presence of Railway representative.
4. Nominated vehicles and drivers will be utilized for work in the presence of at least one flagman and one supervisor certified for such work.
5. The vehicles shall ply 6 m. clear of the track. Any movement/work at less than 6 m. and up to minimum of 3 m. clear of track center shall be done only in the presence of Railway employee authorized Engineer-in-Charge. No part of the road vehicle will be allowed at less than 3.5 m from the track center.
6. The contractor shall remain fully responsible for ensuring safety and in case of any accident, shall bear the cost of all damages to his equipment and men and also damages to Railway and its passengers.
7. **Inspection of work:** The Railway's representative/ officers for checking the progress and quality of work could inspect the work site at any time. Any defects as may be noticed by the inspecting officials will have to be rectified by the contractor at his cost. In case the inspecting officer finds the progress unsatisfactory or the quality of work inferior, he may immediately order the contractor to suspend the work. The defects noticed should be got attended immediately, failing which the defects could be got rectified and the balance work got completed through any other agency at risk and cost of the defaulting contractor. Material inspection may be carried out by

TPI authorities/RITES/RDSO or by Railway engineer as may be decided by Sr.DEE/TRD/RJT or his successor as per requirements for ensure quality of material.

8. **Works completion report:** Work completion report will have to be given by the contractor after the work has been completed in all respects with information as specified in clause and before submitting his final bill.

9. **Maintenance period (Liability):**

- i. The Contractor shall guarantee satisfactory working all the equipment & the installations erected by him, irrespective of origin (imported or indigenous) shall be guaranteed for trouble free and satisfactory performance for a period of 12 months from date of commissioning or 18 months from date of supply whichever is earlier. The guarantee for spares should be coincident with the guarantee for erected equipment.
- ii. During the period of guarantee the Contractor shall keep available an experienced engineer/supervisor and necessary equipment to attend to any defective installations resulting from defective erection and / or defects in the equipment supplied by the contractor. This engineer shall not attend to rectification of defects, which arise out of normal wear and tear and come within the purview of routine maintenance work. The Contractor shall bear the cost of all modifications, additions or substitutions that may be considered necessary due to faulty material, design or workmanship for the satisfactory working of the equipment. The final decision shall rest with the Electrical Engineer in-charge of work or his (their) successor(s)/nominee.
- iii. During the period of guarantee the Contractor shall be liable for the replacement at site of any parts which may be found defective in the equipment whether such equipment be of his own manufacture or those of his sub-contractors, whether arising from faulty design, material, workmanship or negligence in any manner on the part of the Contractor provided always that such defective parts or not repairable at site are promptly return to the contractor if so required by him at his (Contractor's) own expenses. In case of type defects in Contractor's equipment & components detected during the guarantee period, the Contractor should replace all such items irrespective of the fact that whether all such items have failed or not. The Contractor shall bear the cost of repairs carried out on his behalf by the Purchaser at site. In such a case, the Contractor shall be informed in advance of the works proposed to be carried out by the Purchaser.
- iv. If it becomes necessary for the Contractor to replace or renew any defective portions of the equipment under the para-aforesaid then the provision of the said para shall also apply to the portions of the equipment so replaced or renewed until the expiration of six months from the date of such replacement or renewal or until the end of above mentioned period whichever is later. Such extension shall not apply in case of defects of a minor nature, the decision of the Engineer or his successor / nominee being final in the matter. If any defect be not remedied within a reasonable time during the aforesaid period, the Purchaser may proceed to do 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 on site free of charge to the Purchaser.
- v. Any material, fittings, components or equipment supplied shall also be covered by the provision of this paragraph. The liability of the contractor under the guarantee will be

limited to re-supply of equipment, components and fittings. Such re-supply shall be affected at the contractor's depot or, in the event of closure of the depot, at the store depot or the Engineer in charge of maintenance of overhead equipment of the section covered by the contract.

- vi. In the case of materials, components, fittings and equipment supplied by the purchaser, no liability will rest on the contractor for failure on account of defective materials or workmanship and for any consequential damages. Such defective materials, if not yet erected on line, will be returned to by the contractor to the purchaser and such quantities will be considered for the purpose of final reconciliation over and above.
 - vii. The Equipment supplied shall provide satisfactory services as per scope of work during and up to completion of guarantee period. In case, the system malfunctions or does not perform to the required standards as specified in scope, the penalty/recovery for exceeding the prescribed/offered limit as deem fit in the opinion of the engineer in-charge of work, the same shall be recovered from the contractor from the payment due or through encashment of Bank Guarantee available in hand.
10. **Police verification of labour employed by Contractor:** After tender award the successful contractor is required to submit police verification certificates at work place/consignee for all contractual staff that she/he will be hiring for delivery of services for Indian railways.
11. **Jurisdiction of court:** If any dispute arises between the parties with respect to this agreement, any application or suit shall be instituted only in the court with the local limits of whose jurisdiction, the Western Railway's Divisional Headquarters Office-Rajkot is situated and both the parties shall be bound by this clause.
12. **Railways Not Bound to accept any tender:**
- i. The Railways shall not be bound to accept the lowest or any tender or to assign any reason for non-acceptance or rejection of a tender.
 - ii. The Railways reserve the right to accept any tender in respect of the whole or any portion of the work specified in the tender papers or to sub-divide the work among different tenderer or to accept any tender for less than the tendered quantities without assigning any reason whatsoever.
 - iii. The Railway Administration reserve the right to modify the quantity from time to time whether it is an increase or decrease in the scope and quantity of work. The tenderer shall not be entitled to any compensation but will be paid for as per contract for the actual work done.
13. **Employment of Staff for completion of the work:** The tenderer shall have adequate Manpower required for the successfully execution of the tendered work/activities in satisfactory manner. Since Power block/traffic block activities involves timely involvement during block hours so, Contractor should be having sufficient number of staff to complete the work in time bound manner efficiently and in safe practice.
- i. deployed Manpower should be having proper knowledge about 25KV OHE.
 - ii. Age of the staff should be as laid down in latest version of GCC
 - iii. The staff should be physically healthy, mentally fit, Eye sight normal with/without spectacles.
 - iv. Should not have any criminal background.

- v. The Contractor shall be solely responsible for the conduct of the staff deputed by him for the work.
- vi. The contractor's staff deputed for duty should not consume alcohol/drugs etc.
- vii. The Contractor's staff should not carry any unauthorized / dangerous /explosives at work site/campus.
- viii. No boarding and lodging facilities will be provided by Railway to the staff of the contractor.

14. Tools and plants:

- i. All Tools & plants to carry out the work should be checked jointly for proper working/capacity before commencement of the work with Concerned Railway Depot Engineer and signed statement to be submitted to consignee.
- ii. Tools & plants etc. required to carry out the work should be owned and maintained by the contractor. All T&Ps should be tested initially before commencement of the work and then periodically tested (quarterly) to avoid any failure during working.
- iii. All the material supplied by the Railway/released materials if any shall be correctly accounted for and quantities reconciled on completion of the work by the contractor. On completion of work, all surplus materials together with the ones found defective or that have become defective or broken on account of defective materials, the surplus Railway supplied material to be handed over to concerned OHE depot.

15. Commencement of contract: After the work is awarded to the successful contractor would be required to furnish the following documents pertaining to the staff proposed to be deputed by him before commencement of the contract with all details on firm's letter head.

- (i) Full name of the staff with Aadhar No.
- (ii) Residential/Permanent address with telephone No. if any.
- (iii) Mobile Nos/Contact Details of all Staff.
- (iv) All contractual staff detailed summary with name/Adhar number/address/mob no./Police verification/education qualification/experience shall be furnished on firm letter head to consignee.

16. Safety during OHE/TRD Modification work at field: The contractor shall ensure the safety of all the staff provided for TRD Works. In case of any injury or accident the contractor is liable for their compensation, Railway will not take any responsibility to the contractor's provided labor.

- i. The contractor should maintain safety belts, shock proof safety shoes, raincoats and helmets etc. to all his staff who are authorized to work on the OHE. Two red banner flags and two sets of hand flags should also be used & maintained with each gang by the contractor.
- ii. Contractor shall ensure that communication facilities (cell phones) are available with all the technicians and supervisors.
- iii. The arrangement for the stay of the contractor's staff shall be made by the contractor at his own cost.
- iv. Safety precautions to be followed as per Para 20332 to 20348 of ACTM Vol-II Part-I with its latest correction slips and also Joint Procedural Orders, if any, issued by Railways.
- v. The contractor shall have to take all precautions to prevent possible electrical accidents due to proximity of adjacent live OHE always in live condition, unless otherwise a power block is granted on the adjacent line. The contractor shall also take all precautions to protect his

staff working on the line against traffic (running of trains) on the working lines/adjacent lines.

17. Power Block Working – Protection of Men Working:

- i. Railway will arrange only power block for the works related to power block depending on the traffic and other conditions. The contractor shall ensure the removal of men and material before cancellation of power block. The contractor shall have to take full advantage of available power block by employing adequate staff for getting the maximum possible work done during the available block period. For adhering to target Time/date of completion, the contractor may have to work during night time under power block for which the contractor is not entitled for any additional payments.
- ii. The contractor shall take all precautions necessary to protect staff working under him. The contractor shall treat all other lines live except the line under Power block. He should ensure execution of work under the supervision of a competent person to carry out the work in electrified areas. Unless the adjacent lines are also under power block, voltage and currents will be induced in the line under power block. To protect against these induced voltages and currents, sufficient nos. of earth discharge rods are to be provided. Care should be taken by the contractor that these discharge rods are intact and not disturbed by his staff. He shall also ensure that none of the staff working under him shall work/reach beyond safe working limits
- iii. Under all conditions the contractor shall have to arrange protection of his staff against traffic. He shall have to also take all necessary precautions to guard against any possible obstructions to traffic during working by providing necessary staff while erection/dismantling of structures, coverage of excavated foundation pits with sand filled bags to keep free of stacked materials from obstructions to traffic etc.
- iv. At the end of each power block work the contractor shall ensure removal of all men and material and no work inclusive of OHE should be left out in a state of obstruction to running of trains and the OHE should be made fit for electric traffic, failing which Railway will remove such obstructions and the Contractor will be liable to pay cost of such removal.
- v. If the contractor fails to execute and to work within the time of power block granted, Railway shall be at liberty to take action and recover penalty for availing additional power block in accordance with standard practice of the Railway. The contractor shall in consultation with the - Railway submit a weekly power block programmed for work, 7 days in advance of the commencement of work in consultation with concerned depot in-charge.
- vi. Contractor shall have to depute a competent engineer/supervisory staff during block activities and for monitoring and planning and coordination with railway engineer.

18. **Tower Wagon:** For carrying out final check on Over-Head Equipment after modification, Tower Wagon will be spared by Railways to the extent of requirement as decided by Sr.DEE/TRD/RJT or his authorized representative as per availability.

19. **Maintaining of work records:** The contractor shall maintain & submit records of work done on daily basis as well as compiled format. DPRs and Foundation casting reports duly verified by site engineer/railway representative.

20. **Terms of payment:** The following payment terms shall be applicable subject to certification of work to the satisfaction of the Engineer: -

- a) 70% of prices of supply of materials on receipt and acceptance of material at site.
- b) 90% of prices of erection and 20% of prices of supply after successful erection of said equipment/material/item.
- c) Balance 10% of supply & 10% of erection cost after successfully commissioning of work/Final bill or after issue of provisional acceptance certificate.

21. Penalties related to defect/deficiencies observed in OHE/TRD Modification works:

- A. If any breakdown/unusual/train detention occurs due to poor workmanship or any lapse on contractor's part, a penalty of Rs.10,000/- on flat rate basis per occasion to be imposed.
- B. If the contractor's team fail to utilize power block, poor progress for every hour of power block utilized, bursting of power block and proved in joint findings then a penalty of Rs.5000/- on flat rate basis per occasion to be imposed. If the quality of work is not ensured as per standards or work is not carried out up to the satisfaction of Railway's Supervisor.
- C. For non-compliance of any other conditions of the tender, on receipt of recorded complaint/s& in case any abnormalities found a token penalty of 5000/- will be imposed or as decided by Sr.DEE/TRD/RJT
- D. Contractor will ensure that deputed staff is not performing duty in intoxicated condition failing to which the concerned staff will be immediately removed from the working premises and a penalty of 10,000/- will be imposed. The contractor has to arrange for another staff immediately so as not to affect working of railways in any manner.
- E. It is the responsibility of successful tenderer to remove released materials and pick up from site and handover to concerned TRD depot and accountable to be maintained. Material /Released Material stacking shall be as per depot engineer direction. If contractor failed to remove or denied to remove released materials/scape materials from work sites to depot despite instruction by concerned railway engineer, then penalty of Rs.10,000/- on flat rate basis or amount of charges for vehicle hired from third party/Per day with cost of Labour/staff engaged shall be recovered from running bills as case may be decide by Sr. DEE/TRD/RJT per occasion to be imposed.

22. **Right to Alter the Scope of Work:** The Railways reserves the right "to alter the scope of work" as well "to drop any portion of this work" within the time of tendering and awarding the contract. The contractor shall be prepared to carry out the work at any other specified locations over the Rajkot division depending up on the requirement, as directed by the Railway officials at site if required.

23. **Termination of contract:** The Contract will be terminated at any stage as per the procedure laid down in GCC April-2022 or latest.

24. **Subletting of Contract:** The contractor shall not assign/sublet the contract in the interest therein or the part thereof to any other party or partner(s) without the consent of the Railway and shall be applicable as per GCC April 2022 and latest amendment correction slip No-11 dated 13.03.2026.

Para 7(a)(i) The contractor shall not sub-contract the work comprising more than 40% (fourty percent) of the contract price and shall carryout work for atleast 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's like (rails, sleepers and track fittings, signaling and telecommunications & power supply equipment) The Parties agree that all obligations and liabilities under this Agreement for the entire Railway Project shall at all-time remain with the Contractor. {The Parties agree that works equal to at least 30% (thirty per cent) of the Contract Price shall be discharged solely by the Lead Member.)\$

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

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

- 25. Advertisement:** The contractor's staff shall not carry or display or exhibit any kind of advertisement on his person at Railway premises.

a) Special Condition of Contract for mandatory updation of Labour data on Railway's Shramik kalyan Portal by Contractor

Ref: Railway boards letter No.2018/CE-I/CT/4 dtd. 17.10.2018 & DFM/RJT letter No. RJT/EXP/MISC/2019-20 dt. 30.08.2019

1. Contractor is to abide by the provisions of Payment of Wages act & Minimum Wages act in terms of clause 54 and 55 of Indian Railways General Condition 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 uploaded requisite details of labor and their payment in this portal. These details shall be available in public domain. The registration/updating of portal shall be done as under.
 - (a) Contractor shall apply for onetime registration of his company/firm etc. in the Shramik Kalyan portal with requisite details subsequent to issue of letter of Acceptance Engineer shall approve the contractor's registration on the portal within 7 days of receipt of such request.
 - (b) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all LOAs issued in his favors.
 - (c) The contractor once registered on the portal, shall provide details of his letter of Acceptances (LOA)/Contract Agreements on Shramik Kalyan 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 labors engaged in the contract and ensure updating of each wage payment to them on Shramik Kalyan 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 labor & payments made thereof after each wage period.
2. 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 labors engaged in connection with this contract and payments made to them during the wage period in Railway's Shramik Kalyan portal at www.shramikkalyan.indianrailways.gov.in till _____ month

SCHEDULE OF RATES & QUANTITIES

Name of work: Reliability Improvement work by Provision of large PG clamps in various jumpers of OHE at Rajkot division.					
Sr. No	Item Description	Qty.	UOM	Unit Rate (Rs.)	Total Rate (Rs.)
1	Supply of Large parallel clamp for 160SQ MM (jumper)/107SQ MM contact wire OR catenary 65 SQ MM as per attached W.R. ELECT/TRD/.DRG. No-SR.DEE/TRD/NS/BCT1011.	16226	Nos.	755.2	12253875.20
2	Erection of Large parallel clamp for 160SQ MM (jumper)/107SQ MM contact wire OR catenary 65 SQ MM as per attached W.R. ELECT/TRD/.DRG. No-SR.DEE/TRD/NS/BCT1011.	16226	Nos.	75.52	1225387.52
	Total (Rs.)				13479262.72

TECHNICAL SPECIFICATIONS & EXPLANATORY NOTES

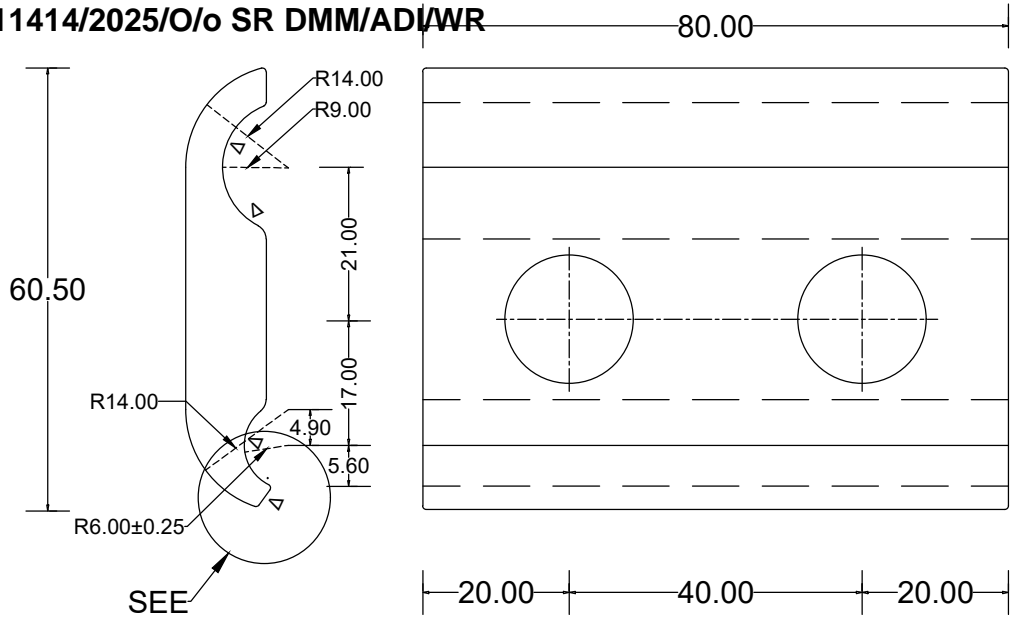
Name of work: Reliability Improvement work by Provision of large PG clamps in various jumpers of OHE at Rajkot Division.		
Sr. No.	Description of Work	Explanatory Note
1	Supply of Large parallel clamp for 160SQ MM (jumper)/107SQ MM contact wire OR catenary 65 SQ MM as per attached W.R. ELECT/TRD/.DRG. No-SR.DEE/TRD/NS/BCT1011.	<p>The price shall include supply of Large Parallel Groove Clamp (Double bolted PG Clamp 65/107/160) for providing at the location of G jumper and C jumper as per latest drawing No. Drawing No.: ETI/OHE/P/1030-3 Rev-A and as per reference drawing No. SR.DEE/TRD/NS/BCT/1011 (enclosed).</p> <ul style="list-style-type: none"> • ALUMINUM BRONZE CONFORMING TO ISI 3091 WILL BE ACCEPTABLE AS AN ALTERNATIVE TO TIN BRONZE. • BOLT M16 × 50 × 38 WITH NUT SHALL BE MADE • OF GALVANIZED IRON. • SPRING WASHER SHALL BE MADE OF • GALVANIZED IRON. • THE THREAD RUNOUT AND UNDERCUT SHALL BE AS PER IS:1369-1975. <p>Price shall include material supply at concerned Trd depot including loading/unloading/stacking in depot.</p> <p>All related documents including guaranty/warranty/invoice/challan etc. required to submit.</p>
2	Erection of Large parallel clamp for 160SQ MM (jumper)/107SQ MM contact wire OR catenary 65 SQ MM as per attached W.R. ELECT/TRD/.DRG. No-SR.DEE/TRD/NS/BCT1011.	<p>The price shall include erection of Large Parallel Groove Clamp (PG Clamp) for G jumper and C jumper as per latest drawing No. Drawing No.: ETI/OHE/P/1030-3 Rev-A as per ref. drawing No. SR.DEE/TRD/NS/BCT/1011(enclosed) including replacement of old existing PG clamp. If required rusty portion may be cleaned with brush to remove</p>

		corrosion/sulphation as per site requirement. Released material shall be transported from depot to site and site and vice versa including loading/unloading and shall be handed over to concerned depot incharge. Proper accountal record shall be maintained by successful tenderer. Price shall include in depot.
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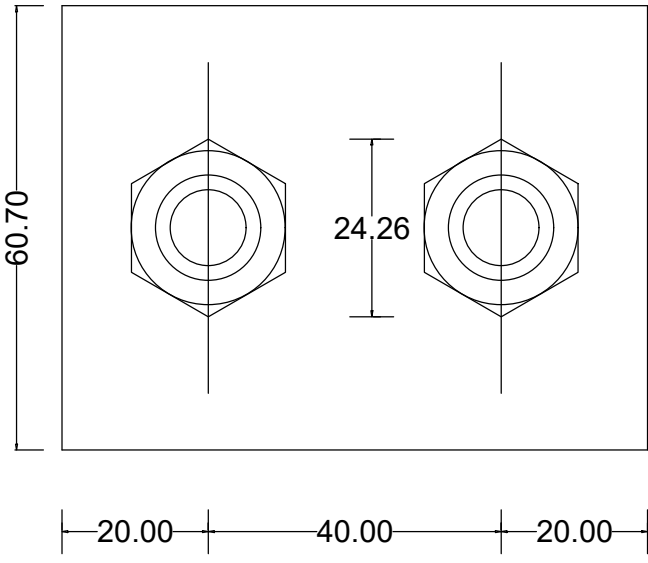
General conditions applicable on complete tender:

- A. Wherever an item of work covers erection, such item shall include all bolts, nuts and washers of GI/SS etc. as per CORE/RDSO latest specification & drawing.
- B. All works shall be carried out strictly in accordance to the CORE/RDSO drawings, specifications and guidelines latest if any. However, if any modified arrangement is vogue in Western Railway or suggested by Sr.DEE/TRD/RJT, the work shall be executed accordingly without any alteration in accepted rates.
- C. Explanatory note for various items of works in the Schedule of item, quantities and jobs are given. Work at various locations shall be carried out in line with ACTM of Indian Railways with its latest correction slips and as per Latest Technical Instructions/SMIs if any during contract period or as per the Procedure in vogue in TRD. if any. In case of disputes between above standards if any, the decision of concerned Sr.DEE/TRD/RJT is the final and contractor is bound to act accordingly.
- D. **(Galvanization coating (Gm/square meter)**
 - i. **for steel structure and other galvanised items with more than thickness 5 mm=1000gm/sqm.**
 - ii. **Structural tubes=800 gm/sqm.**
 - iii. **Steel components with less than 5 mm thickness=460 gm/sqm.**
 - iv. **All traction Bonds 750 gm/sqm.**

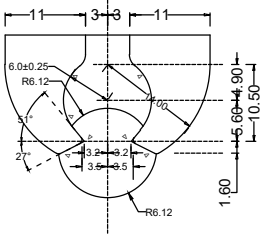
(Authority letter PCCE/WR letter 94/15/1 dated 24.03.2025.))
- E. Successful tenderer shall have to ensure availability of technical expert at working site during erection/modifications, who shall be capable to deal with higher authorities and able to carry out site survey and may be able to explain drawings/design/specifications.
- F. Material inspection may be carried out by RITES/RDSO/TPI authorities or by Railway engineer as may be decided by Sr.DEE/TRD/RJT or his successor as per requirements for ensure quality of material.
- G. If any material needs testing for ensuring quality work as decided by Sr.DEE/TRD/RJT, then it may be tested at Govt. undertaking laboratories/NABL approved laboratories. Cost of material transportation and testing shall be borne by successful tenderer.
- H. The special condition & Technical specifications for schedule items are enclosed and Tenderer shall go through them thoroughly before submitting offer.



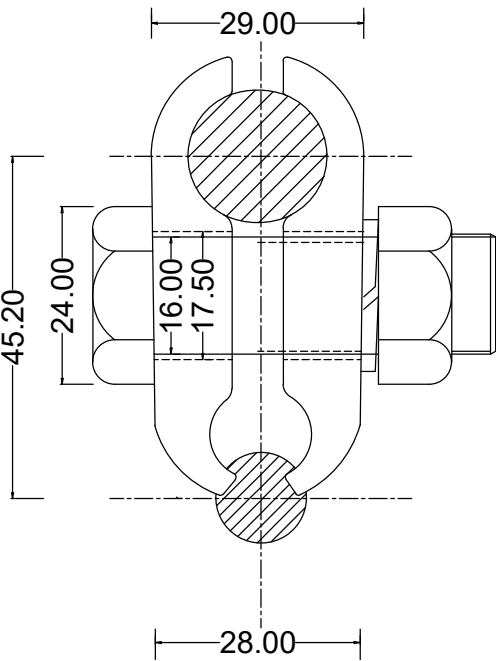
PLAN



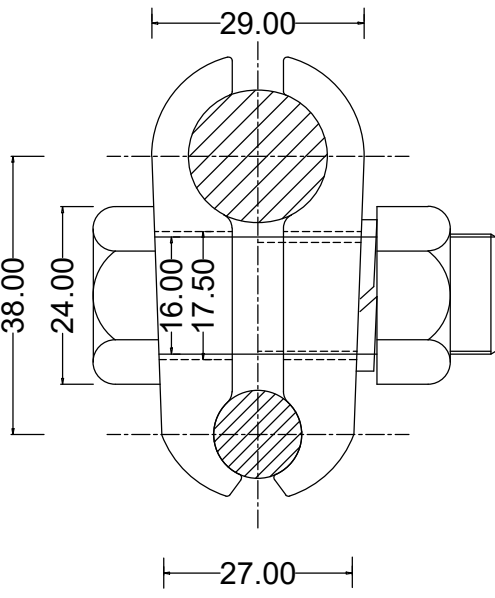
FRONT VIEW



DETAIL OF 'X'



SIDE VIEW FOR 160 SQ. MM & 107 SQ. MM CONTACT WIRE



SIDE VIEW FOR 160 SQ. MM & 65 SQ. MM CATENARY WIRE

- NOTE:**
1. ALL DIMENSIONS ARE IN MM.
 2. TOLERANCE OF ± 0.5 MM IS PERMISSIBLE ON ALL DIMENSIONS UNLESS OTHERWISE SHOWN.
 3. TOLERANCE ON PARALLELISM OF AXIS OF GROOVES ± 0.5 MM IN 50MM.
 4. SURFACES TO BE MACHINED AS SHOWN THIS Δ .
 5. ALUMINUM BRONZE CONFORMING TO ISI 3091 WILL BE ACCEPTABLE AS AN ALTERNATIVE TO TIN BRONZE.
 6. BOLT M16 \times 50 \times 38 WITH NUT SHALL BE MADE OF GALVANIZED IRON.
 7. SPRING WASHER SHALL BE MADE OF GALVANIZED IRON.
 8. THE THREAD RUNOUT AND UNDERCUT SHALL BE AS PER IS:1369-1975.

REF. NO.	DESCRIPTION	PART NO.	MATERIAL	SPECIFICATION	NOS.
1	PARALLEL CLAMP PART	001	TIN BRONZE	ISI 306	2
2	BOLT M-16X50X38 WITH NUT	-	GALVANIZED IRON	ETI/C/0073	2
3	SPRING WASHER	-	GALVANIZED IRON	ETI/C/0073	2

SIGNATURE BLOCK			
WESTERN RAILWAY		MUMBAI-DIVISION	
PARALLEL CLAMP 65/107/160			
		SR.DEE (TRD) NS/BCT	
		DEE (TRD) BL	JITENDRA KUMAR MEENA <small>Digitally signed by JITENDRA KUMAR MEENA Date: 2025.10.30 13:31:31 + 05'30'</small>
		ADEE (TRD) BL	KRISHNA RAI <small>Digitally signed by KRISHNA RAI Date: 2025.10.30 13:28:52 +05'30'</small>
		SSE/W&S/TRD/BL	DEVKEE NANDAN MEENA <small>Digitally signed by DEVKEE NANDAN MEENA Date: 2025.10.30 13:27:43 +05'30'</small>
		SSE/DRG/TRD/BL	MAHESH KUMAR <small>Digitally signed by MAHESH KUMAR Date: 2025.10.30 13:24:53 +05'30'</small>
MOD	DATE	Description of Modification.	
		Drg No.:SR.DEE/TRD/NS/BCT/1011	
		Scale : 1 : 1	
Ref. Drg No.:ETI/OHE/P/1030-3 Rev-A			

WR

Signature Not Verified
Digitally signed by
ARASHK BISHNOI
Date: 2026.03.24
15:58:02 +05'30'
Reason: IREPS-CRIS
Location: New Delhi