

GOVERNMENT OF INDIA**WESTERN RAILWAY****TENDER DOCUMENT****Tender No. : SG-623-1834-WA**

Name of Work : Repair & maintenance of outdoor and Indoor Telecom gears and Periodical cleaning of Passenger amenities & related items in Churchgate-Virar suburban section for One year.

Tender Document Cost : Rs. 0.00

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CHAPTER - 1
NIT HEADER AND TENDER FORMS

NIT Header

Bidding Type:	Normal Tender		
Contract Type:	Works	Contract Category:	Expenditure
Tender No.	SG-623-1834-WA	Tender Type:	Open
Pre Bid Conference	No	Pre Bid Conference Date &Time:	No
Tendering Section:	TELE/SOUTH	Bidding System:	Single Packet
Bidding Style:	Single Rate for Tender	Bidding Unit:	Above/Below/Par
Advertised Value(INR):	1,10,00,432.34/-	Tender Closing Date Time:	07/07/2026 15:00 Hrs
Tender Document Cost (INR):	0.00	Period of Completion:	12 Months
Bid security (INR):	2,20,000/-	Validity of Offer:	60 Days
Are Joint Venture(JV) firms allowed:	No		
Name of Work:	Repair & maintenance of outdoor and Indoor Telecom gears and Periodical cleaning of Passenger amenities & related items in Churchgate-Virar suburban section for One year.		

NOTE : i. Person authorized in Board Resolution/PoA should submit the offer on IREPS. Offer submitted by any other person shall be summarily rejected.

ii. Tenderer must submit all the mandatory documents as mentioned under clause 2.16 of chapter 2 of Tender document, failing which tender shall be summarily rejected.

WESTERN RAILWAY TENDER FORM (FIRST SHEET)	
Tender No.	SG-623-1834-WA
Name of the Work	Repair & maintenance of outdoor and Indoor Telecom gears and Periodical cleaning of Passenger amenities & related items in Churchgate-Virar suburban section for one year.
To, The President of India, Acting through Sr. Divisional Signal and Telecom Engineer, Western Railway, Mumbai Central, Mumbai-400 008	
	Sir
1	I/We _____ have read the various conditions to Tender attached hereto and hereby agree to abide by the said conditions. I/We also agree to keep this offer open for acceptance for a period of 60 days from the date fixed for closing of the tender and in default thereof, I/We will be liable for forfeiture of my/our "Bid Security" I/We offer to do the work for Western Railway, at the rates quoted to the attached bill(s) of quantities and hereby bind myself/ourselves to complete the work in all respects within 12 Months from the date of issue of Letter of Acceptance as per terms & condition 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 upto-date for the present contract.
3	A Bid Security of Rs _____ has already been deposited online / submitted as Bank Guarantee bond. Full value of the Bid Security shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if:
a	I/We do not submit the Performance Guarantee within the time specified in the Tender document;
b	I/We do not execute the contract documents within seven days after receipt of notice issued by the Railway that such documents are ready; and
c	I/We do not commence the work within fifteen days after receipt of orders to that effect.
4	(a) I/We am/are a Startup firm registered by _____ Department of Industrial Policy and Promotion (DIPP) and my registration number is _____ valid upto _____ (Copy enclosed) and hence exempted from submission of Bid Security.
5	We are a Labour Cooperative Society and our Registration No. is.....With.....and hence required to deposit only 50% of Bid Security.
6	Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.
<div style="display: flex; justify-content: space-between;"> <div> <p>Signature of Witnesses:</p> <p>(1) _____</p> <p>(2) _____</p> </div> <div> <p>_____ Signature of Tenderer(s) Date : _____ _____ Address of the Tenderer(s)</p> </div> </div>	

TENDER FORM (SECOND SHEET)	
1.	<p>Instructions to Tenderers and Conditions of tender: The following documents form part of Tender/Contract:</p> <ul style="list-style-type: none"> a) Tender Forms – First sheet and second sheet. b) Special conditions/Specifications (enclosed). c) Bill(s) of quantities (enclosed) d) Standard General Conditions of Contract and Standard Specifications for Materials and Works of Indian Railway as amended/corrected up to latest Correction Slips, copies of which can be seen in the office of the Senior Divisional Signal & Telecom Engineer, Mumbai Central, Mumbai, Western Railway or obtained from the office of the Senior Divisional Signal & Telecom Engineer, Mumbai Central, Mumbai, Western Railway on payment of prescribed charges. e) Standard Schedule of Rates (SSOR) as amended / corrected up to latest Correction Slips, copies of which can be seen in the office of Principal Chief Signal & Telecom Engineer or obtained from the office of the Principal Chief Signal & Telecom 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.	<p>Drawings for the work: The drawings for the work can be seen in the office of the Respective Senior Divisional Signal & Telecom Engineer, of concerned Division at any time during the office hours. The drawings are only for the guidance of Tenderer (s). Detailed working drawings (if required) based generally on the drawings mentioned above, will be given by the Engineer or his representative from time to time.</p>
3.	<p>The Tenderer(s) shall quote his/their rates as a percentage above or below the Standard Schedule of Rates (SSOR) of the Western Railway as applicable to Mumbai Division except where he/they is/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 variations 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.</p>
4	<p>Tenders containing erasures and / or alterations of the tender documents are liable to be rejected. Any corrections made by the tenderer(s) in his / their entries must be attested by him/them.</p>
5.	<p>The work is required to be completed during a period of 12 Months from the date of issue of acceptance letter or as decided by the engineer incharge.</p>

6.

Bid Security:

- (a) The Tender must be accompanied with a sum of **₹ 2,20,000/- (₹ Two Lakh Twenty Thousand only)** as bid security shall be deposit either **in cash through e-payment gateway facility provided on IREPS website or submitted as Bank Guarantee bond as per Annexure-IV shall be valid for a period of 60 days beyond the bid validity period**, failing which the tender shall be summarily rejected. i) Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of Bid Security on submission of Registration Certificate issued by appropriate authority.
ii) Labour Cooperative Societies shall deposit only 50% of earnest money deposit.
- (b) The Tenderer(s) shall keep the offer valid for a minimum period of **60 days** from the date of closing of Tender. It is understood that the tender document has 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 for the due performance of the above stipulation shall be forfeited by the Railway.
- (c) If his tender is accepted,
- (i) the Bid Security mentioned in sub para(a) above deposited in cash through e-payment gateway will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract;
 - (ii) the Bid Security mentioned in sub para(a) above submitted as Bank guarantee bond, will be encashed as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract.

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

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

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

- i. A scanned copy of the Bank Guarantee shall be uploaded on e-Procurement Portal (IREPS) while applying to the tender.
- ii. The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document **before closing date for submission of bids (i.e. excluding the last date of submission of bids)**.
- iii. Non submission of scanned copy of Bank Guarantee with the bid on e-tendering portal (IREPS) and/or non-submission of original Bank Guarantee within the specified period shall lead to summary rejection of bid.

	<p>iv. The Tender Security shall remain valid for a period of 90 days beyond the validity period for the Tender.</p> <p>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</p> <p>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.</p> <p>vii. The envelope shall be addressed to the officer and address as mentioned in the tender document.</p> <p>viii. If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.</p>
7.	Rights of the Railway to deal with Tender: The authority for the acceptance of the tender will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest tender or any other tender, and tenderer(s) shall neither demand any explanation for the cause of rejection of his/ their tender nor the Railway to assign reasons for declining to consider or reject any particular tender or tenders.
8.	If the tenderer(s) deliberately gives / give wrong information in his / their tender or creates / create circumstances for the acceptance of his / their tender, the Railway reserves the right to reject such tender at any stage.
9.	If any partner(s) of a partnership firm expires after the submission of its tender or after the acceptance of its tender, the Railway shall deem such tender as cancelled/contract as terminated under clause 61 of the Standard General Conditions of Contract, unless the firm retains its character as per partnership agreement. If a sole proprietor expires after the submission of tender or after the acceptance of tender, the Railway shall deem such tender as cancelled / contract as terminated under clause 61 of the Standard General Conditions of Contract.
10.	<u>Eligibility Criteria:</u>
10.1	<p>Technical Eligibility Criteria:</p> <p>The tenderer must have successfully completed or substantially completed any 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:</p> <p>Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, or</p> <p>Two similar works each costing not less than the amount equal to 40% of advertised value of the tender, or</p> <p>One similar work costing not less than the amount equal to 60% of advertised value of the tender.</p> <p>Note for Item 10.1: Work experience certificate from private individual shall not be considered.</p>

	<p>However, in addition to work experience certificates issued by any Govt. Organisation, work experience certificate issued by Public listed company having average annual turnover of Rs. 500 Crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of closing of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates.</p> <p>In case tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate.</p>
10.2	<p>Financial Eligibility Criteria :</p> <p>The tenderer must have minimum average annual contractual turnover of V/N or 'V' whichever is less; where V= Advertised value of the tender in Crores of Rupees N= Number of years prescribed for completion of work for which bids have been invited.</p> <p>The average annual contractual turnover shall be calculated as an average of "total contractual payments" in the previous three financial years, as per the audited balance sheet. However, in case balance sheet of the previous year is yet to be prepared/ audited, the audited balance sheet of the fourth previous year shall be considered for calculating average annual contractual turnover.</p> <p>The tenderers shall submit requisite information as per Format-6, along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet. (As per Railway Board letter No.2022/CE-I/CT/GCC-2022/Policy dated:14.07.2022)</p>
10.3	<p>Bid Capacity : (Applicable for Works costing more than Rs. 10 Cr.)</p> <p>The tender/technical bid will be evaluated based on bid capacity formula detailed as below.</p> <p>Tender's Credentials (Bid Capacity)</p> <p>For tenders having advertised value more than Rs 10 Crore wherein eligibility criteria includes bid capacity also, the tenderers who meet the minimum eligibility criteria will be qualified only if their available bid capacity is equal to or more than the total bid value of the present tender. The available bid capacity shall be calculated as under: Available Bid Capacity = $[A \times N \times 2] - 0.33 \times N \times B$ Where A = Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender), taking into account the completed as well as works in progress. N= Number of years prescribed for completion of work for which bids has been invited. B = Existing commitments and balance amount of ongoing works with tenderer as per the prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to tenderer but yet not started upto the date of inviting of tender.</p> <p>Note:</p> <p>(a) The Tenderer(s) shall furnish the details of -</p> <ol style="list-style-type: none"> Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender) for calculating A, and Existing commitments and balance amount of ongoing works with tenderer as per the prescribed proforma of Railway for statement of all works in progress and also

	<p>the works which are awarded to tenderer but yet not started upto the date of inviting of tender for calculating B. In case of no works in hand, a 'NIL' statement should be furnished.</p> <p>The submitted details for (i) and (ii) above should be duly verified by Chartered Accountant.</p> <p>(b) In case if a bidder is JV, the tenderer(s) must furnish the details of</p> <p>(i) Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender) by each member of JV for calculating A, and</p> <p>(ii) Existing commitments and balance amount of ongoing works with each member of JV either in individual capacity or as a member of other JV as per the prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to each member of JV either in individual capacity or as a member of other JV but yet not started upto the date of inviting of tender for calculating B. In case of no works in hand, a 'NIL' statement should be furnished. The submitted details for (i) and (ii) above should be duly verified by Chartered Accountant.</p> <p>(c) Value of a completed work/work in progress/work awarded but yet not started for a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying his/her compliance to the above mentioned bid capacity in the tender under consideration.</p> <p>(d) The arithmetic sum of individual "bid capacity" of all the members shall be taken as JV's "bid capacity".</p> <p>(e) In case, the tenderer/s failed to submit the above statement along with offer, their/his offer shall be considered as incomplete and will be rejected summarily.</p> <p>(f) The available bid capacity of tenderer shall be assessed based on the details submitted by the tenderer. In case, the available bid capacity is lesser than estimated cost of work put to tender, his offer shall not be considered even if he has been found eligible in other eligibility criteria/tender requirement.</p> <p>(As per Railway Board letter No.2022/CE-I/CT/GCC-2022/Policy dated:14.07.2022)</p>
10.4	No Technical and Financial credentials are required for tenders having advertised value up to Rs 50 Lakh.
10.5	<p>Credentials if submitted in foreign currency shall be converted into Indian currency i.e., Indian Rupee as under:</p> <p>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.</p>
Note:	<p>[Explanation for clause 10 including clause 10.1 to 10.5 - Eligibility Criteria:</p> <p>1. Substantially Completed Work means an ongoing work in which payment equal to or more than 90% of the present contract value (excluding the payment made for adjustment of Price variation (PVC), if any) has been made to the contractor in that ongoing contract and no proceedings of termination of contract on Contractor's default</p>

has been initiated. The credential certificate in this regard should have been issued not prior to 60 days of date of invitation of present tender.

2. In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfillment of credentials.
3. *If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfillment of credentials.*
4. *In case of completed work, the value of final bill (gross amount) including the PVC amount (if paid) shall be considered as the completion cost of work. In case final bill is pending, only the total gross amount already paid including the PVC amount (if paid) shall be considered as the completion cost of work.*
In case of substantially completed work, the total gross amount already paid including the PVC amount (if paid), as mentioned in the certificate, shall be considered as the cost of substantially completed work.
5. If a bidder has successfully completed a work as subcontractor and the work experience certificate has been issued for such work to the subcontractor by a Govt. Organization or public listed company as defined in Note for Item 10.1 Para 10 of the Tender Form (Second Sheet), the same shall be considered for the purpose of fulfillment of credentials.
6. In case a work is considered similar in nature for fulfillment of technical credentials, the overall cost including the PVC amount (if paid) of that completed work or substantially completed work, shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.
7. In case of newly formed partnership firm, the credentials of individual partners from previous propriety firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution / split and their share in newly formed partnership firm. For example, a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of $0.3 \times 0.2 \times \text{value of the work done in the previous entity}$. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.
8. In case of existing partnership firm, if any one or more partners quit the partnership firm, the credentials of remaining partnership firm shall be re-worked out i.e., the quitting partner(s) shall take away his credentials to the extent of his share on the date of quitting the partnership firm(e.g. in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and credentials of Rs 10 Crore; in case partner C quits the firm, the credentials of this partnership firm shall remain as Rs 6 Crore). For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.

	<p>9. In case of existing partnership firm if any new partner(s) joins the firm without any modification in the name and PAN/TAN no. of the firm, the credentials of partnership firm shall get enhanced to the extent of credentials of newly added partner(s) on the same principles as mentioned in item 6 above. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deeds, dissolution/splitting deeds and proof of surrender of PAN No.(s) in case of dissolution of partnership firm etc.</p> <p>10. Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., In a partnership firm of A&B partners, A or B partner cannot use credentials of partnership firm of A&B partners in any other partnership firm or propriety firm without leaving partnership firm of A&B partners.</p> <p>11. In case a partner in a partnership firm is replaced due to succession as per succession law, the proportion of credentials of the previous partner will be passed on to the successor.</p> <p>12. If the percentage share among partners of a partnership firm is changed, but the partners remain the same, the credentials of the firm before such modification in the share will continue to be considered for the firm as it is without any change in their value. Further, in case a partner of partnership firm retires without taking away any credentials from the firm, the credentials of partnership firm shall remain the same as it is without any change in their value.</p> <p>13. In a partnership firm "AB" of A&B partners, in case A also works as propriety firm "P" or partner in some other partnership firm "AX", credentials of A in propriety firm "P" or in other partnership firm "AX" earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB.</p> <p>14. In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm.</p> <p>15. In case company A is merged with company B, then company B would get the credentials of company A also.</p>
11.	<p>Tenderer's Credentials: Documents testifying tenderer previous experience and financial status should be produced along with the tender. Tenderer(s) who is / are not borne on the approved list of the Contractors of Western Railway shall submit along with his / their tender:</p> <ul style="list-style-type: none"> (i) Certificates and testimonials regarding contracting experience for the type of job for which tender is invited with list of works carried out in the past. (ii) Audited Balance Sheet duly certified by the Chartered Accountant regarding contractual payments received in the past. (iii) The list of personnel / organization on hand and proposed to be engaged for the tendered work. Similarly list of Plant & Machinery available on hand and proposed to be inducted and hired for the tendered work. (iv) A copy of certificate stating that they are not liable to be disqualified and all their statements/ documents submitted along with bid are true and factual. Standard format of the certificate to be submitted by the bidder is enclosed as Annexure-V. In addition to Annexure-V, in case of other than company/proprietary firm, Annexure V(A) shall also be submitted by 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 certificates by the bidder shall result in

	<p>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.</p> <p>(v) The Railway reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the Railway, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Railway shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the Railway there under.</p> <p>(vi) (a) In case of any information submitted by tenderer is found to be false, forged or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender Bid Security besides banning of business for a period of upto two years.(As per Advance Correction Slip No.3 dt-26-4-2023 of GCC-April-2022)</p> <p>(b) In case of any information submitted by tenderer is found to be false, forged or incorrect after the award of contract, the contract shall be terminated. Bid Security, Performance Guarantee and Security Deposit available with the railway shall be forfeited. In addition, other dues of the contractor, if any, under this contract shall be forfeited and agency shall be banned for doing business for a period of upto two years.</p>
12.	Non-compliance with any of the conditions set forth therein above is liable to result in the tender being rejected.
13.	Execution of Contract Documents: The successful Tenderer(s) shall be required to execute an agreement with the President of India acting through the Senior Divisional Signal & Telecom Engineer Mumbai Central, Western Railway for carrying out the work according to Standard General Conditions of Contract, Special Conditions/Specifications annexed to the tender and Standard Specifications for (Works and Materials) of Railway as amended/ corrected upto latest correction slips, mentioned in tender form (First Sheet).
14.	<p>DOCUMENTS TO BE SUBMITTED ALONG WITH TENDER:</p> <p>(i) The tenderer shall clearly specify whether the tender is submitted on his own (Proprietary Firm) or on behalf of a Partnership Firm / company / Joint Venture (JV) /Registered Society / Registered Trust / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. The tenderer(s) shall enclose the attested copies of the constitution of their concern, and copy of PAN Card along with their tender. Tender Documents in such cases are to be signed by such persons as may be legally competent to sign them on behalf of the firm, company, association, trust or society, as the case may be.</p> <p>(ii) Following documents shall be submitted by the tenderer:</p> <p>(a) Sole Proprietorship Firm:</p> <p>(i) All documents in terms of Para 10 of the Tender Form (Second Sheet) above.</p> <p>(b) HUF:</p> <p>(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.</p> <p>(ii) All other documents in terms of Para 10 of the Tender Form (Second Sheet) above.</p> <p>(c) Partnership Firm:</p>

	<p>(i) All documents as mentioned in para18 of the Tender Form (Second Sheet).</p> <p>(d) Joint Venture (JV): All documents as mentioned in para 17 of the Tender Form (Second Sheet).</p> <p>(e) Company registered under Companies Act 2013:</p> <ul style="list-style-type: none"> (i) The copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company (ii) A copy of Certificate of Incorporation (iii) A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favor of the individual to sign the tender on behalf of the company and create liability against the company. (iv) All other documents in terms Para 10 of the Tender Form (Second Sheet) above. <p>(f) LLP (Limited Liability Partnership):</p> <ul style="list-style-type: none"> (i) A copy of LLP Agreement (ii) A copy of Certificate of Incorporation (iii) A copy of Power of Attorney/Authorization issued by the LLP in favor of the individual to sign the tender on behalf of the LLP and create liability against the LLP. (iv) An undertaking by all partners of the LLP that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were / are partners/members. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract. (v) All other documents in terms of Para 10 of the Tender Form (Second Sheet). <p>(g) Registered Society & Registered Trust:</p> <ul style="list-style-type: none"> (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 favor 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. <p>(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.</p> <p>(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.</p> <p>(v) A tender from JV shall be considered only where permissible as per the tender conditions.</p>
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	<p>(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.</p>
15.	<p>The tenderer whether sole proprietor / a company or a partnership firm / registered society / registered trust / HUF / LLP etc if they want to act through agent or individual partner(s), should submit along with the tender, a copy of power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person, specifically authorizing him/them to sign the tender, submit the tender and further to deal with the Tender/ Contract up to the stage of signing the agreement except in case where such specific person is authorized for above purposes through a provision made in the partnership deed / Memorandum of Understanding / Article of Association /Board resolution, failing which tender shall be summarily rejected.</p> <p>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.</p> <p><i>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.</i></p>
16.	<p>Employment/Partnership etc. of Retired Railway Employees :</p> <p>(a) Should a tenderer</p> <ul style="list-style-type: none"> i) be a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, OR ii) being partnership firm / joint venture (JV) / registered society / registered trust etc. have as one of its partners / members a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, OR iii) being an incorporated company have any such retired Engineer of the gazetted rank or any other gazetted officer working before his retirement as one of its directors <p style="text-align: center;">AND</p> <p>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</p> <p style="text-align: center;">THEN</p> <p>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.</p>

	<p>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 gazette 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.</p> <p>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.</p> <p>Note: If information as required as per 16.a), b), c) above has not been furnished, contract is liable to be dealt in accordance with provision of clause 62 of Standard General Condition of contract.</p>
17.	<p>JOINT VENTURE (JV) IN WORKS TENDERS</p> <p>17. Participation of Joint Venture (JV) in Works Tender: This para shall be applicable for works tenders wherein tender documents provide for the same.</p> <p>17.1 Separate identity/name shall be given to the Joint Venture.</p> <p>17.2 Number of members in a JV shall not be more than three, if the work involves only one department (say Civil or S&T or Electrical or Mechanical) and shall not be more than five, if the work involves more than one Department. One of the members of the JV shall be its Lead Member who shall have a majority (at least 51%) share of interest in the JV. The other members shall have a share of not less than 20% each in case of JV with upto three members and not less than 10% each in case of JV with more than three members. In case of JV with foreign member(s), the Lead Member has to be an Indian firm/company with a minimum share of 51%.</p> <p>17.3 A member of JV shall not be permitted to participate either in individual capacity or as a member of another JV in the same tender.</p> <p>17.4 The tender form shall be purchased and submitted only in the name of the JV and not in the name of any constituent member. The tender form can however be submitted by JV or any of its constituent member or any person authorized by JV through Power of Attorney to submit tender.</p> <p>17.5 <i>Bid Security shall be submitted by JV or authorized person of JV either as :</i></p> <ul style="list-style-type: none"> (i) Cash through e-payment gateway or as mentioned in tender document, or (ii) Bank Guarantee bond either in the name of JV, or in the name of all members of JV as per MOU irrespective of their share in the JV if the JV has not been constituted legally till the date of submission of tender.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (i) A copy of notarized affidavit on Stamp Paper declaring that his Concern is a proprietary Concern and he is sole proprietor of the Concern OR he who is signing the affidavit on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF.

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

- (i) A copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement,
- (ii) The copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company

- (iii) A copy of Certificate of Incorporation
- (iv) A copy of Authorization/copy of Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favor of the individual, to sign the tender, sign MOU/JV Agreement on behalf of the company and create liability against the company

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

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

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

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

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

17.14.7 *A Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille Certificate. (As per Advance Correction Slip No.3 dt-26-4-2023 of GCC-April-2022)*

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

17.15.1 Technical Eligibility Criteria ('a' or 'b' mentioned here under):

(a) For Works without composite components

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

Each other (non-lead) member(s) of JV, who is/ are not satisfying the technical eligibility for the work as per para 10.1 above, shall have technical capacity of minimum 10% of the cost of work i.e., each non-lead member of JV member must have satisfactorily completed or substantially completed during the last 07 (seven) years, ending last day

of month previous to the one in which tender is invited, one similar single work for a minimum of 10% of advertised value of the tender.

(b) For works with composite components

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

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

Note for Para 17.15.1:

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

b) *Value of a completed work done by a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying his/her compliance to the above mentioned technical eligibility criteria in the tender under consideration.*

17.15.2 Financial Eligibility Criteria

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

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

Note: Contractual payment received by a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying compliance of the above mentioned financial eligibility criteria in the tender under consideration.

17.15.3 Bid Capacity

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

((As per Railway Board letter No.2022/CE-I/CT/GCC-2022/Policy dated:14.07.2022))

18.	<p>Participation of Partnership Firms in works tenders:</p> <p>18.1 The Partnership Firms participating in the tender should be legally valid under the provisions of the Indian Partnership Act.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>If any Partner/s withdraws from the firm after submission of the tender and before the award of the contract, the offer shall be rejected and Bid Security of the tenderer will be forfeited. If any new partner joins the firm after submission of tender but prior to award of contract, his / her credentials shall not qualify for consideration towards eligibility criteria either individually or in proportion to his share in the previous firm. In case the tenderer fails to inform Railway beforehand about any such changes / modification in the constitution which is inevitable due to succession laws etc. and the contract is awarded to such firm, then it will be considered a breach of the contract conditions liable for determination of the contract under Clause 62 of the Standard General Conditions of Contract.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>(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</p>
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	<p>jointly and severally for the loss, damages caused to the Railway during the course of execution of the contract or due to non-execution of the contract or part thereof.</p> <p>(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.</p> <p>(c) Governing laws: The partnership firm agreement shall in all respect be governed by and interpreted in accordance with the Indian laws.</p> <p>(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.</p> <p>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:</p> <ul style="list-style-type: none"> (i) A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar. (ii) A notarized or registered copy of Power of Attorney in favour of the individual to tender for the work, sign the agreement etc. and create liability against the firm. (iii) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the bid ineligible or the contract shall be determined under Clause 62 of the Standard General Conditions of Contract. (iv) All other documents in terms of Para 10 of the Tender Form (Second Sheet) above. <p>18.11 Evaluation of eligibility of a partnership firm: Technical and financial eligibility of the firm shall be adjudged based on satisfactory fulfillment of the eligibility criteria laid down in Para 10 of the Tender Form (Second Sheet) above.</p>
<p>19.0</p>	<p>Advances to Contractor –</p> <p>If specifically provided in Tender Documents of tender having advertised value more than Rs 50 Crores, Railway shall make payment, as an Interest-bearing advances, as per Contractor's request. These advances shall carry a simple interest _____ as indicated in the Tender documents. The payment and recovery of such advances shall be made as per manners prescribed in Clause 46.4 of the Standard General Conditions of Contract.</p> <p style="text-align: right;">(Signature)</p> <p style="text-align: right;">(Designation)</p> <p style="text-align: right;">Western Railway</p> <p>Signature of Tenderer(s) _____</p> <p>Date _____</p> <p style="text-align: right;">Date _____</p>

CHAPTER - 2
SPECIAL CONDITIONS

2.1	Eligibility Criteria : As per Clause no. 10 of Tender Form (Second Sheet) (Applicable for Tenders having value more than Rs. 50 Lakh) APPLICABLE
2.2	Similar Nature of Work : (Applicable for Tenders having value more than Rs. 50 Lakh) APPLICABLE Work of similar Nature for this tender would mean – “Any Telecom work”
2.3	Bid Capacity: (Applicable for works costing more than Rs. 10 Cr.) As per Clause no. 10.3 of Tender Form (Second Sheet) NOT APPLICABLE
2.4	Participation of Joint Venture (JV) : As per Clause no. 17 of Tender Form (Second Sheet) (Applicable for works costing more than Rs. 10 Cr., as per Railway Board's letter no. 2002/CE-I/CT/37 JV Pt-VIII dated 14-12-2012) NOT APPLICABLE
2.5	Payment Terms : Subject to any deduction which the Railway will be authorized to make under the terms of contract that may be applicable while accepting the tender, the Contractor shall be entitled for payment as follows: The payment can be released after the compliance of clause pertaining to indemnity bond.
2.5.1	For Supply items :
(I)	80% of the value of Supply items shall be paid on production of the following -
a	The materials as per Schedule of Materials supplied by contractor and accepted by the consignee.
b	Original Inspection certificate issued by Inspecting Agency.
c	Challan /Invoice in duplicate.
d	Proof of Purchase
e	A certificate should be submitted by the contractor that the materials supplied are as per the contract & specification and the amount claimed in the invoice is correct as per terms of the contract.
(II)	Additional 10% value of the items mentioned in 2.5.1 (I) will be paid on Installation and commissioning of Items & certified by Site in charge. NOTE:- 100% of the accepted cost will be paid for spares and for the items, which are not to be installed / erected by the contractor, on receipt of the equipment & No Loss Certificate by the Consignee.
2.5.2	For Supply & Installation items:
(I)	90% of the value of supply & Installation items shall be paid on production of the following documents and after installation & certification of the same by site Incharge.
a	For supply & installation items, 70% of the value can be released after supply. Remaining 20% of value shall be paid after installation and commissioning & certified by Site in charge.
b	The materials as per Schedule of Materials supplied by contractor and accepted by the consignee.
c	Original Inspection certificate issued by Inspecting Agency.
d	Challan /Invoice in duplicate.

e	Proof of Purchase
f	A certificate should be submitted by the contractor that the materials supplied are as per the contract & specification and the amount claimed in the invoice is correct as per terms of the contract.
2.5.3	For Installation items: 90% of the value of Installation items will be paid on Installation of items & certified by Site in charge.
2.5.4	Balance 10% payment of all the items covered in Para 2.5.1, 2.5.2 & 2.5.3 will be paid on successful completion of the entire work to the satisfaction of the Engineer in charge and issue of Provisional Acceptance Certificate (PAC).
2.5.5	For Repairing work and Removal & Refixing/Relocation work : For Repairing work and Removal & refixing Relocation work 100% payment of items shall be made after the observation period, once the execution of the item is completed & certified by Engineer-in charge. This payment to be claimed on Quarterly basis.
2.5.6	Schedule - B : The payments for periodical cleaning work will be made for number of items cleaned at the end of each quarter. While making the payment for each quarter, 95% of the total amount due at the end of that particular quarter year will be paid to the contractor. The remaining 5% balance will be paid on successful completion of the entire periodical cleaning work.
2.6	Consignee : The consignee for this work will be a) SSE/Tele/Store/Mumbai Central (for supply items), b) SSE/T/Co/MMCT (for repairing) c) Concerned SSE/Tele Zonal incharge
2.7	Price Variation Clause (PVC) : NOT APPLICABLE for this Tender.
2.8	Location of site : Stations in Churchgate-Virar Suburban section of Mumbai Division, Western Railway.
2.9	Scope of work :
2.9.1	The work envisages execution of following items as per Schedule of material & works and as per Specification of chapter-4 at Stations in Churchgate-Virar Suburban section of Mumbai Division, Western Railway. i. Supply & installation of items. ii. Repairing of items. iii. Releasing of various cables. iv. Removal & refixing/relocation of various Passenger Amenities & cables. v. Periodic cleaning
2.9.2	Any other materials required to obtain the end objective should be supplied by the Tenderer.

2.9.3	Scope of work is detailed in “Schedule of Materials and Works” and in “Technical requirement & specification”. Work is to be carried out in strict compliance to the tender conditions and specifications.
2.9.4	Work will be carried out in accordance with the technical requirements of the Tender. Wherever Specifications are not indicated, work will be carried out as per standard practice on this Railway and instructions of Engineer in charge. During testing and commissioning of the installation, the contractor's engineers will be available at site for testing and commissioning and also for doing any wiring alterations which will be required.
2.9.5	Any other work not indicated in “Works to be done by Railways” heading as per statement given above shall be carried out by the contractor himself for which no extra payment will be made, so as to achieve the final objective of commissioning of the system as per technical specifications and as per tender requirement.
2.10	Warranty / Maintenance period :
2.10.1	The contractor shall maintain the work in all respect including material & works free of charge for any defect & fault for a warranty period of minimum 12 months from the date of Completion of work.
2.10.2	The warranty of the Repaired item shall be for a period of 06 months from the date of repair. Testing of these repaired items shall be done within 15 days at site/workshop. During warranty period all modules/components of the repaired item which have turned defective, shall be replaced immediately by the contractor at his own cost.
2.11	Penalty :
2.11.1	Failure to replenish the spare stock of the Railways, utilized by the contractor for the purpose of rectification of any failure within 15 days, will invite a penalty of 5% of the cost of the Railway's spare / installed Item per week or part thereof up to 3 months. Beyond three months, Railway will be free to procure the spare items at risk and cost of the contractor. Permission to use Railway's spare stock supplied against the contract does not absolve contractor of his responsibilities of keeping his additional spare stock also for immediate attending to defects.
2.11.2	If contractor fails to return the defective item, after duly repairing it within 30 days from the date of receipt of defective item, a penalty of ₹ 100/- per day per item will be levied.
2.11.3	A penalty of 1% of the LOA value shall be deducted in case the old cables and all accessories are not released and transported to the designated store as per the schedule. This penalty shall be waived only upon submission of a certificate from the supervising officer confirming that the release and transportation of all old equipment, cables, and accessories have been satisfactorily completed.
2.11.4	During warranty period of the supplied items, the firm shall attend and rectify the failure of these critical items within 6 Hrs. from the lodging of complaint on all days including SUNDAY and HOLIDAYS. In case the firm fails to attend and rectify the failure within the permitted time, then penalty of Rs. 500/- per day will be imposed from the time of lodging of complaint.
	Penalty if any/all suburban Platform/FOB/Multiline Train indicators, Train Arrival/Departure boards, Coach Guidance Display Boards, speakers, GPS Clocks/Tower clock, Video Display Unit, Audio Visual signage unit, DP boxes and GI Cable Tray with cable (along with hanging arrangements) remains uncleaned for more than 15 days (Gap between consecutive cleaning shall not more than 15 days & also shall not less than 10 days) then a penalty will be levied which will be calculated as follows:

	<p>“If cleaning of any above items is not done, following rate of penalty shall be levied : If contractor fails to clean in 15 days of cleaning Cycle, then payment of that 15 days cycle will not be given and additionally penalty equal to 10% of cleaning charges for 15 days cycle shall be levied.”</p>
2.12	Observation Period: 15 Days.
2.13	Railway shall provide :
2.13.1	Electric Power Supply as per extant rule.
2.13.2	Location/Space for the installation of equipments & wiring work.
2.13.3	Cable tray for shifting work, Removal & refixing or relocation work.
2.14	Training :
	Not Applicable
2.15	<p>System of tendering (Single Packet system) :</p> <p>Single packets system of Tendering is applicable for this tender. The Bid shall be submitted online at IREPS under a Single-Packets System. Tenderer(s) are required to submit Single bids.</p> <p>All documents as mentioned in Para 5.6 of tender document, to be uploaded.</p> <p>Offer rates as per Para 5.9 of tender document.</p>
2.16	<p>DOCUMENTS TO BE SUBMITTED MANDATORILY BY THE TENDERER</p> <p>The following Documents to be submitted by the bidder mandatorily, otherwise offer shall be summarily rejected.</p> <ol style="list-style-type: none"> 1) If the Bid Security is submitted in the form of Bank guarantees (BG), then scanned copy of that BG needs to be uploaded with the bid on e-tendering portal (IREPS) and original BG to be delivered in person to the official nominated as indicated in the tender document before closing date for submission of bids (i.e. excluding the last date of submission of bids). 2) Tenderer must submit all the necessary documents to ensure compliance of Clause No. 14 & 15 of Tender form (Second sheet) of Tender document. 3) A copy of certificates as per Annexure V & V(A) of Tender document. 4) Technical & Financial Eligibility Criteria : The documents shall be submitted as per clause No. 10 of Tender Form (Second Sheet) of Tender document for Technical eligibility, Financial eligibility and Bid Capacity.
2.17	<p>Digging in the vicinity of existing Railway cables</p> <p>Guidelines issued by Railway Board vide letter no. 2021/Tele/5(2)/3- Part(1)(3425647), Dtd. 12.06.2023, for undertaking digging work in the vicinity of Signalling, Electrical and Telecommunication cables, need to be followed during digging/trenching work in the vicinity of Railway tracks. Penalty in the event of existing cables getting damaged will be payable by the Contractor.</p> <p>Contractor should be registered in “Call before U Dig”. Excavator should take permission from Asset Owner before commissioning of digging work. If not fulfil the condition and</p>

	cable getting damaged, penalty should be imposed as per above Railway Board guidelines vide letter no. 2021/Tele/5(2)/3-Part(1)(3425647), Dated. 12.06.2023.
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For Divisional Railway Manager (S&T)
Mumbai Central, Mumbai – 400008,
For and on behalf of President of India

Chapter-3
SCHEDULE OF MATERIAL AND WORKS

The Schedule of works and material is available on IREPS portal. Before quoting the rates, tenderer should go through the following notes:

1. Drawings & RDSO specifications referred should be as mentioned under technical specifications. Decision of Engineering-in-charge shall be final in case of any discrepancy.
2. The schedule of material & works should be read with Special conditions as given in Chapter-2 and Technical requirements & Specifications as given in Chapter-4 of the Tender Document. All material, installation & maintenance should be as per technical requirements & Specifications given in Chapter-4. In addition to this, the contractor should also carry out installation, Commissioning & maintenance as per Principal's (OEM's) Manual (if any).
3. Tenderer shall not quote rate for individual items.
4. Tenderer should only quote percentage above or below the Railway's total estimated cost.
5. Rate quoted by the Tenderer should include all Taxes & duties.
6. The cost of supply of minor materials and accessories other than specified in the tender document but necessary for Installation & required to make the system operational should be included while quoting the rates.
7. Various latest guidelines issued by Western Railway should be strictly adhered to and should be followed meticulously for the said work.

Except the amount printed in rates, sub-total & total amount of above schedule of work, if at any place in tender documents any mistakes due to printing will be found in description of items, specifications, drawing, etc. & terms & conditions in tender document, the Railway has full power to rectify the same which will be binding for Contractor to agree the same after rectification. In this regard, the decision of Railway will be final and no any argument will be accepted from Contractor side.

For Divisional Railway Manager (S&T)
Mumbai Central, Mumbai 400 008
For and on behalf of the President of India

CHAPTER - 4

TECHNICAL REQUIREMENTS & SPECIFICATIONS

TECHNICAL REQUIREMENTS & SPECIFICATIONS**4.0 GENERAL**

4.0.1 The work envisages execution of following items as per Schedule of material & works and as per Specification of chapter-4 at Stations in Churchgate-Virar Suburban section of Mumbai Division, Western Railway.

- i. Supply & installation of cable trays
- ii. Supply & laying of various types of cables.
- iii. Repairing of items.
- iv. Releasing of various cables & transporting to depot.
- v. Removal & refixing/relocation of various Passenger Amenities, cables & related items.
- vi. Periodical cleaning of Passenger amenities & related items after every 15 days.

4.0.2 Periodical cleaning is to be performed after every 15 days.

4.1 Supply & installation of 150 mm width x 50 mm Depth x 1.6 mm thick size GI perforated yellow powder coated cable tray :

- These perforated GI trays to be used for outdoor laying of various cables, shall be of dimension 150mm width X 50mm depth X Minimum 1.6mm thick & perforated yellow colour powder coated.
- These shall be supplied with all the required accessories like couplers, supporting brackets, horizontal & vertical reducers, tees, cross members etc.
- Supporting brackets shall be used to hang the cable tray from PF, FOB roofs & other locations. Size/thickness of these brackets shall be such that the cable tray will be able to withstand the load of cables laid on it. Design of these brackets shall be as per site requirement and as per instructions of site in charge. All the accessories required for fixing/installing these brackets shall be supplied by the contractor.
- Coupler plates shall be able to hold two cable trays firmly at ends. All the accessories required for fixing/installing these coupler plates shall be supplied by the contractor.
- Installation of the cable tray shall be done as per site requirement & as per instruction of site incharge/Engineer in charge in aesthetical manner. Proper supporting arrangement like pole, to be provided for these trays wherever there is no support from roof or wall is available.

Note: Sample of the tray to be got approved from Engineer in charge before supply.

4.2 Supply & installation of 300 mm width x 50 mm Depth x 1.6 mm thick size GI perforated yellow powder coated cable tray :

- These perforated GI trays to be used for outdoor laying of various cables, shall be of dimension 300mm width X 50mm depth X Minimum 1.6mm thick & perforated yellow colour powder coated.
- These shall be supplied with all the required accessories like couplers, supporting brackets, horizontal & vertical reducers, tees, cross members etc.
- Supporting brackets shall be used to hang the cable tray from PF, FOB roofs & other locations. Size/thickness of these brackets shall be such that the cable tray will be able to withstand the load of cables laid on it. Design of these brackets shall be as per site requirement and as per instructions of site in charge. All the accessories required for fixing/installing these brackets shall be supplied by the contractor.
- Coupler plates shall be able to hold two cable trays firmly at ends. All the accessories required for fixing/installing these coupler plates shall be supplied by the contractor.
- Installation of the cable tray shall be done as per site requirement & as per instruction of site incharge/Engineer in charge in aesthetical manner. Proper supporting arrangement like pole, to be provided for these trays wherever there is no support from roof or wall is available.

Note : Sample of the tray to be got approved from Engineer in charge before supply.

4.3 Supply of 38 mm PVC Casing/Capping :

- The PVC casing/capping 38 mm X 25mm shall be of Prestoplast, Precision, Xpres, Tierra, Legrand make or better.
 - Make in ivory/ white colour with ISI mark 14927 –part -2
- Note :** Prior sample approval must be taken before the supply.

4.4 Supply of casing capping of size 75 mm x 50 mm :

- The PVC Trunking of 2 meter length of size 75 mm X 50 mm shall be as per IS-14927 part-2 with latest amendments.
- It shall be of Precision, Prestoplast, Tierra, Legrand make or better in Ivory/White colour.
- Proof of purchase from original manufacturer/Authorized dealer should be submitted along with supply of material.

Note : Prior approval must be taken before the supply.

4.5 Supply of mini trunking 32 mm x 20 mm :

- The PVC mini Trunking of 2 meter length of size 32 mmx20 mm shall be as per IS-14927 part-2 with latest amendments
- It shall be of precision, Prestoplast, Tierra, Legrand make or better in Ivory/White colour.
- Proof of purchase from original manufacturer/Authorized dealer should be submitted along with supply of material.

Note : Prior approval must be taken before the supply.

4.6 Supply of UTP CAT-6 Cable :

- It shall be of reputed make: Legrand, MOLEX, COMMSCOPE, SIEMON or better.
- Sample shall be approved from Consignee/ Engineer Incharge before supply.
- Type: Unshielded Twisted Pair, Category 6, ANSI / TIA -568-C.2 complied
- Conductors: 24 AWG solid bare copper
- Insulation: Polyethylene
- Separator: Cross shaped separator between pairs.
- Jacket: Flame Retardant PVC - Must for Safety Compliance
- Approvals: UL Listed, ETL verified to ANSI / TIA 568-C.2 Cat 6
- Packing: Box of 305 meters

4.7 Supply of STP CAT-6 Cable :

- STP (Shielded Twisted Pair) CAT-6 Cable shall be compliant with latest EIA/TIA-568-B.2-1 standard for CAT 6 cable
- **Make :** D Link / Systemax / Commscope / Molex or better.
- Inspection by RITES.

Note : Prior sample approval must be taken before the supply.

4.8 Supply of Armoured Optical Fiber Cable, 12 Core, Single Mode :

Optical Fibre Cable shall be Single mode, 12 core and armoured cable confirming to TEC standards and of reputed make.

Note : Prior sample approval must be taken before the supply.

4.9 Cutting of the platform surface (Tile/Slab) for a depth of 25cm and a width of 10cms and refilling/ Reconditioning/ Concerting/ Repairing the platform after laying HDPE pipe and cable. :

Cutting of the surface of Platform/flooring (Tile/Slab) for a depth of 25cm and a width of 10cms is to be done with refilling/ reconditioning/ concerting/ repairing the platform/flooring after laying of PVC/HDPE pipe and cable. Cutting should be done with cutting machine in proper manner and restore the same as before in such a manner that aesthetic of the floor is not disturbed.

4.10 Provision of one unskilled manpower for execution of S&T work related to various Telecom items :

- Defective Video Display Unit should be collected from SSE/Tele/Co/Mumbai Central and should be return to him within 30 days after repair.
- Repaired Video Display unit should be exactly similar to the existing Video Display unit provided in Churchgate -Virar section.
- If any software modification in the defective Video Display unit is required to be done should be done by the contractor with specific rate of repairing cost of the Video Display unit.
- If any problem will be arises in the Video Display unit after installing repaired Video Display unit, it should be sorted out by the contractor at free of cost within warranty period.
- Payment will be made for repaired Video Display unit only.
- The certificate of beyond repair has to be submitted, if Video Display unit is beyond repair.
- Tenderer should be able to repair all Video Display unit of make- Samsung, Panasonic, LG, Sony, etc. installed in Churchgate-Virar section of Mumbai Division, Western Railway.

4.11 Repairing of 65 in Video Display Unit :

- Defective Video Display Unit should be collected from SSE/Tele/Co/Mumbai Central and should be return to him within 30 days after repair.
- Repaired Video Display unit should be exactly similar to the existing Video Display unit provided in Churchgate -Virar section.
- If any software modification in the defective Video Display unit is required to be done should be done by the contractor with specific rate of repairing cost of the Video Display unit.
- If any problem arises in the Video Display unit after installing repaired Video Display unit, it should be sorted out by the contractor at free of cost within warranty period.
- Payment will be made for repaired Video Display unit only.
- The certificate of beyond repair has to be submitted within 7 days, if Video Display unit is beyond repair. Also, this unrepairable material to be returned within 10 days from collecting is for repair.
- Tenderer should be able to repair all Video Display unit of make- Samsung, Panasonic, LG, Sony, etc. installed in Churchgate-Virar section of Mumbai Division, Western Railway.

4.12 Releasing of PVC/Coaxial cable/6 core OFC/ Power cable/CAT6 cable from station platforms/building walls etc incuding its laying materials & transporting them to nearest S&T office or DS8 depot :

- Releasing of various cables viz. PVC, Coaxial, Power, 6/12 core OFC, Data, UTP-STP cable from station platforms/building walls etc. including its laying material PVC pipe, casing caping, HDPE duct, DWC pipe etc.
- These released cables and released material are to be transported to the nearest S&T office or DS8 depot or as decided by the supervisor in charge.

4.13 Releasing of PIJF cables/24 or 48 Fiber OFC from station platforms/building walls etc incuding its laying materials & transporting them to nearest S&T office or DS8 depot :

- Releasing of existing PIJF copper / 24/48 F OFC cables from station platforms/building walls, along with its laying material like HDPE duct, DWC pipe etc. is to be caried out, without disturbing any other asset.
- These released cables and released material are to be transported to the nearest S&T office or DS8 depot or as decided by the supervisor in charge.

4.14 Laying of Jelly filled cable in trench/open ground/under asphalted/cemented surface/through pipes/through wall/through rail track, including laying material (couplers, various joints etc.) : **CABLE LAYING :**

- Before commencement of the laying the trench bottom should be clean, smooth and free from small stone.
- Inspection of the trench and protection works should be carried out by the Site Engineer Incharge of the work and cable will be laid after getting written approval from Site Engineer Incharge of the work.

- The cable drum should be brought as close to the cable trench as possible. It should be lifted with the aid of cable jacks firmly mounted on a support of stone or wood.
- The wooden battens on the drums should be carefully removed shortly prior to laying and before the drum is mounted on the jack. The nails on the lagging should be carefully removed.
- While rolling a cable drum for laying the drum should be supported on an axle running through its centre. The height of the axle running through its centre should be such that the end frames are free to rotate and do not touch the ground at any point. The cable shall be carefully uncoiled by gently pulling the cable. Quick pulling of the cable or turning the drums shall be avoided at all costs.
- While laying in normal soil the bottom of the trench where the cable is to be laid shall be thoroughly prepared and shall be free from any stones. The bottom of the trench shall be horizontal and shall in no case be undulating. When the cable bed changes from solid to soft surface or from the bridge to soft soil, tamped fill at the transition point shall be provided so that cable is not pressed against the edge of a hard surface.
- While road crossing, the cable shall be laid through RCC pipe & the road surface shall be restored to original after laying of the cable.
- The ends of the PIJF cable should have an overlap of 2M at the end of each drum for jointing purpose.
- The conditions of the cable shall be visually inspected throughout its length and in case any damage or defect is noticed, the trench shall not be filled up until the clearance from Site Incharge of the work.
- It shall be done as per Railway practice and as per Site Engineer Incharge and Officer Incharge.

LAYING OF CABLE IN SPECIAL CASES :

- **NEAR POWER CABLE.**
When the contractor comes across any other cable already laid, he shall report the fact to the supervisor in charge of the work and further excavation shall be carried out in presence of Railway representative. The trench shall be dug as far as away from the route of the power cable. It shall be done as per Railway practice and as per Site Engineer Incharge and Officer Incharge.
- **CROSSING OF PIJF CABLE WITH ANOTHER CABLE :**
Crossing of the PIJF cable with another cable shall be avoided wherever possible. However, where this is not possible, the PIJF cable shall be laid in cement pipes. The length of pipe to be provided on either side of the crossing shall be at least one meter. It shall be done as per Railway practice and as per Site Engineer Incharge and Officer Incharge.

LAYING NEAR OILY SURFACE :

- If during the excavation of trenches for laying cables the contractor or his representative notices the presence of oil or oily substance or any other chemical which is likely to cause the deterioration of the cable, the contractor will bring the matter to the notice of the engineer in charge of the work or his representative and on the latter's decision he shall choose an alternate cable route or he shall protect the cable in such places in such manner as advised in writing by the engineer or his representative.
- It shall be done as per Railway practice and as per Site Engineer Incharge and Officer Incharge.

SPECIAL SOIL CONDITION :

Cable should not be run through abnormally high acidic or alkaline soil or through Sewages. If it is unavoidable special measures should be taken against corrosion as advised by the engineer in charge.

LAYING OF PIJF CABLE THROUGH ROOF OF PLATFORM & FOBs :

- The laying of PIJF cable with metallic structure of the roofs of platform and FOBs shall be carried out in presence of Railway representative.
- The PIJF cable should be laid along with the metallic structure of the roof of the platforms and FOBs. Suitable metallic clamps shall be fixed at regular intervals (not more than 2 mtrs) to hold the cable along with the metallic structures/ girders to avoid any sagging of the PIJF cable.

- The metallic clamp shall be made up of MS flat of 48mm x 6mm. The size and design of the clamp may vary as per site requirement.
- The wiring shall be carried out as per RE standard and shield should be connected to earthing to avoid any interference by the contractor without any additional payment for it.
- It shall be done as per Railway practice and as per Site Engineer Incharge and Officer Incharge.

4.15 Laying of PVC/Coaxial cable/Power cable/CAT6 cable in through PVC casing capping/pipe on wall including laying material like 3 way/4 way junction box, T-Joint, flexible PVC pipes :

- Laying of various cables viz. PVC, Coaxial, Power, Data, UTP-STP cable is to be done in PVC casing capping/PVC pipes/trunking/raceway etc. Fixing of casing capping/ PVC pipes etc. is to be done by the contractor as per Railway practice and as per officer in charge and site in charge. Laying materials like 3way/4way junction box, T-joint, L-joint etc. as per site requirement shall be provided by the contractor.
- Different colour tagging should be done for different cables and network/circuit used.
- Termination of cables in respective DP or equipment as per requirement as per Railway practice as per site Incharge is to be done by the contractor.

4.16 Laying of 6 Core/ 12 core OFC through PVC Pipe/Casing capping and termination in LIUs/FDMS:

- Laying of 6/12 Core OFC shall be through PVC casing capping /PVC rigid pipes/trunking/raceway etc
- Fixing of casing capping/ PVC pipes/trunking/raceways is to be done by the contractor as per Railway practice and as per instructions of site/Engineer in charge. Laying materials like 3way/4way junction box, T-joint, L-joint etc. as per site requirement shall be provided by the contractor.
- Different colour tagging should be done for different cable and network/circuit used.
- Fixing, termination of OFC in LIU and FDMS as per site requirement & as per Site Incharge and as per Officer Incharge.

4.17 Temporary shifting or relocation of bunch of Telecom cables and giving them proper support with GI Pipes/Rope wires/MS brackets/PVC pipes or any other items to give them aesthetic look :

Temporary shifting or relocation of bunch of Telecom cables and giving them proper support with GI Pipes/Rope wires/MS brackets /PVC pipes or any other items to give them aesthetic look. (1 lot = 1 metre of affected area)

Note : All items required for giving proper support to cables & to avoid hanging of cables will be supplied by the contractor except cable tray. Cable tray if required shall be arranged by the Railway.

4.18 Removal & refixing or relocation of CCTV camera & its related cables including laying materials :

Except for cable tray, all the laying/fixing items required for refixing/relocation of equipments including cables will be supplied by the contractor. Cable tray if required shall be arranged by Railway.

4.19 Removal & refixing or relocation of Speaker/ Audio beepers & its related cables including laying materials :

- Removal & refixing or relocation of Speaker/ Audio beepers & its related cables including laying materials.
- All laying/fixing items required for refixing/relocation of equipments & cables will be supplied by the contractor except cable tray. Cable tray if required shall be arranged by the Railway.

4.20 Removal & refixing or relocation of Single line Train Indicator board/Coach Guidance Box/VDU & its related cables including laying materials :

- Removal & refixing or relocation of Single line Train Indicator board/Coach Guidance Box/VDU & its related cables including laying materials.
- All laying/fixing items required for refixing/relocation of equipments & cables will be supplied by the contractor except cable tray. Cable tray if required shall be arranged by the Railway.

4.21 Removal & refixing or relocation of Multiline Train Indicator board & its related cables including laying materials :

- Removal & refixing or relocation of Multiline Train Indicator board & its related cables including laying materials.
- All laying/fixing items required for refixing/relocation of equipments & cables will be supplied by the contractor except cable tray. Cable tray if required shall be arranged by the Railway.

4.22 Removal & refixing or relocation of GPS based digital clock & its related cables including laying materials :

- Removal & refixing or relocation of GPS based digital clock & its related cables including laying materials.
- All laying/fixing items required for refixing/relocation of equipments & cables will be supplied by the contractor except cable tray. Cable tray if required shall be arranged by the Railway.

4.23 to 4.31 SPECIFICATION OF CLEANING OF PASSENGER AMENITIES & RELATED ITEMS AFTER EVERY 15 DAYS

Followings are the terms which will be incorporated in this work:

Cleaning frequency	Once in 15 days Gap between consecutive cleaning of assets at a station shall not be more than 15 days & also shall not be less than 10 days
List of items to be Cleaned	<ul style="list-style-type: none"> ➤ Single/double line Suburban Platform Train Indicators/Suburban FOB indicator/ Arrival-Departure boards. ➤ Multi line (More than 02 lines) Suburban Platform Train Indicators/Suburban FOB indicator/ Arrival-Departure boards. ➤ Coach Guidance Display Boards for Mail Express Trains. ➤ Speakers. ➤ Video Display Units (VDU). ➤ GPS based digital clocks/Tower clocks. ➤ Audio Visual signage units for Divyangjan passenger. ➤ DP boxes. ➤ GI Cable trays with cables.
Period of cleaning	Cleaning shall be carried out preferably during night hours between 22:00 Hrs to 06:00 Hrs.
Manpower	<p>Sufficient manpower needs to be deployed by the contractor so as to complete the cleaning of all the assets in 15 days period.</p> <p>Person deployed shall be allowed to leave the site at completion of Work only after taking permission from Supervisor Incharge.</p>
Materials to be available for cleaning	Duster, Brush for cleaning, Glass surface cleaner like Colin, Broom, Blower and other equipments required for cleaning.

For Divisional Railway Manager (S&T)
Mumbai Central, Mumbai 400 008
For and on behalf of the President of India

CHAPTER - 5
GENERAL INSTRUCTIONS TO TENDERERS

5.1	<p>ISSUE OF TENDER DOCUMENT:</p> <ul style="list-style-type: none"> (i) Tender document is available at website https://www.ireps.gov.in and the same can be downloaded by the Tenderer. (ii) Tenderers are advised to keep a watch on any corrigendum to the documents being released by the tender inviting office to ensure that they use the latest document for their offers. (iii) It is the responsibility of the Tenderer to check for any correction or any modifications published subsequently in web site and to take into account while submitting their tender. (iv) If the Tenderer / Contractor makes any change / addition / deletion and the same is detected at any stage even after the award of the tender, full earnest money deposit 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.
5.2	<p>MINIMUM ELIGIBILITY CRITERIA FOR TENDERERS: <u>(For Tenders above Rs. 50 Lakhs only)</u></p>
5.2.1	<p>The tenderer shall necessarily satisfy the eligibility conditions listed below: TECHNICAL ELIGIBILITY CRITERIA: As per para 10.1 of Tender form (Second sheet) of Tender document. Work of Similar Nature would mean :- As specified in para 2.2 of chapter-2 (Special Condition)</p>
5.2.2	<p>FINANCIAL ELIGIBILITY CRITERIA:</p> <ul style="list-style-type: none"> a. As per para 10.2 of Tender form (Second sheet) of Tender document. b. Bid Capacity: The tender/technical bid will be evaluated based on bid capacity formula detailed as per para 10.3 of Tender form (Second sheet) of Tender document.
5.3	<p>Tenderer's Credentials: As per para 11 of Tender form (Second sheet) of Tender document.</p>
5.4	<p>RULES & GENERAL INFORMATION TO TENDERER:</p> <ul style="list-style-type: none"> (i) The tenderer/bidders must have Class-III Digital Signature Certificate & must be register on IREPS portal. Only registered tenderer/bidders can participate on e-Tendering. All relevant paper must be uploaded at the time of participating in e-Tendering. Manual submission of offers is not allowed against this tender and any such manual offer received shall be ignored. (ii) The materials and installation required, tendering procedure and terms & conditions are prescribed in the Tender Documents. The Tender Document includes "Tender Notice & Tender Form, General Instructions to Tenderers General Conditions of Contract in addition to and/or in part supersession up to latest correction slips (GCC), Standard Conditions of Contract (SCC), Special conditions, Technical Specifications & Requirements, Schedule of Material & Works and all Annexure & formats together with any addendum and corrigendum issued prior to the tender opening". (iii) Any additional information/ Clarification regarding the tender, if required by any tenderer may be obtained from the office of the Senior Divisional Signal & Telecom Engineer, Western Railway, Mumbai Central, Mumbai - 400 008. (iv) All the information in the offer must be in English. Information in any other language shall be accompanied by its authenticated translation in English. Failure to comply with this may render the offer liable to be rejected. In the event of any

	<p>discrepancy between the offer in a language other than English and its English translation, the English translation will prevail.</p> <p>(v) The offer is not accompanied with Bid Security in the prescribed form will be summarily rejected.</p> <p>(vi) Tender form is not transferable.</p> <p>(vii) The submission of the Tender shall be deemed to have been done after careful study and examination of the Tender Document with full understanding of the implications thereof. Any clarification required by a Tenderer shall be obtained from the Office of the Tender Inviting Authority on any working day during office hours.</p> <p>(viii) Declaration as per Format-10 that I / We have no relative / employee in the Gazetted / non-gazetted capacity in the Western Railways. Also give a Certificate of Information regarding Employment / Partnership etc. of Retired Railway Employees with the tenderer as per Format-11.</p> <p>(ix) The Tender shall be digitally signed by individual or individuals legally authorized to enter into commitments on behalf of the Tenderer. Any individual or individuals signing the Tender Documents or other documents connected therewith should specify whether he is signing.</p> <ol style="list-style-type: none"> As a Sole Proprietor of the firm or Attorney of the Sole Proprietor; As a Partner or Partners of the firm; As a Director, Manager or Secretary in a Limited Company. As a duly constituent attorney of authorized member of the JV, in case of JV. <p>(x) All corrections and overwriting must be attested.</p> <p>(xi) The Tenderer should read the conditions carefully and also see the schedule of works/ Bill(s) of quantities, technical specification etc. before submitting the offer and also ascertain site conditions and the magnitude of works involved.</p> <p>(xii) Tenderer shall state in the Tender its postal address fully and clearly. Any communication sent in time to the Tenderer by post at the said address shall be deemed to have reached the Tenderer duly and in time. It shall also give telephone, E Mail Address and fax number for communication. Important documents shall be uploaded along with offer.</p> <p>(xiii) Incomplete and Conditional offers will generally not be considered and are liable to be rejected. Railway however reserves the right to reject such tenders summarily without assigning any reasons whatsoever. The Railway also reserves the right to reject any special conditions stipulated by the Tenderer as considered unacceptable to the Railway. If any deviations from the General conditions / special conditions / specifications or any other condition of tender are proposed by the tenderer, they should be mentioned on Statement of Deviation (Format-4), if any in separate sheet and not elsewhere in the tender documents.</p> <p>(xiv) If it is found at any stage of the finalization of the tender or during actual execution the work that the information furnished in this tender including clarifications, is incorrect, the tenders are likely to be rejected.</p> <p>(xv) The Railway reserves the right to cancel the tender without assigning any reason.</p> <p>(xvi) All the relevant documents shall be attached along with tender form as per terms and conditions of tender.</p>
5.5	LOCAL CONDITIONS:

	<p>It will be imperative on each tenderer to fully acquaint him with all the local conditions and factors, which would have any effect on the performance of the contract and cost of the work. The purchaser shall not entertain any request for clarifications from the tenderer regarding such local conditions. No request for change of price or time schedule of completion will be entertained after the offer is accepted by the purchaser on account of any local condition or factor. 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 borrow 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 arrangements 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. to outsiders and for Construction of approaches/approach roads, etc.</p>
	<p>NON-COMPLIANCE WITH THE INSTRUCTIONS/DIRECTIVES OF THE ENGINEER'S REPRESENTATIVE</p> <p>The contractor shall always comply with the instructions/directives issued by the Engineer's representative from the time to time. In the event of any non-compliance with such instructions/directives, apart from and in addition to other remedies available to the Railway as specified herein above the Engineer's representative may employ at the works Railway's workmen with necessary equipment as considered appropriate and adequate by him to provide the requisite conditions for the safe and unhampered movement of Railway traffic. The decision of the Engineer's representatives in regard to the need of appropriateness and adequacy of the deployment of the Railway Workmen with necessary equipment shall be final and conclusive.</p> <p>When the Railway workmen with necessary equipment are deployed in the above manner, recovery at the following rate shall be made from the contractor's dues under this contract or any other money of the contractor available with the Railway under this contract. The recovery for the total Railway Workmen Hours employed as per actual irrespective of the type and grade of the Railway Employee actually employed. The aggregate period of the Workman-Hours for the above recoveries shall be reckoned from the time the Railway Workmen are actually deployed at the work site till the work is completed to the satisfaction of the Engineer's Representative whose decision in this regard shall be final and conclusive.</p> <p>During the above-mentioned period of suspension of work, the contractor shall not in any manner attempt to carry out any work at the work site. Any such attempt of the contractor shall be deemed to be an unauthorized work on the work site. For such acts, the contractor shall then be liable for further appropriate action under the relevant provisions of the Indian Railway Act.</p>
	<p>SHIFTING OF ELECTRICAL/TELEGRAPH WIRES</p> <p>In some stretches, high-tension grid towers /electric telegraph/telephones wires or posts etc. are to be shifted. It is expected that the electric lines/towers will be shifted in good time but in case, there is any delay on this account suitable extension in date of completion will be considered and given to the contractor for only the effected portion and no compensation whatsoever in this respect or due to the delay thus</p>

	caused will be payable and contractor has to adopt such methods of execution of earthwork so as not to cause any damage to existing structure lines etc.
	<p>ACCIDENT/NATURAL CALAMITIES</p> <p>Vehicle and equipment of the contractor can be drafted by Railway Administration in case of accidents/natural calamities involving human lives.</p> <p>For payment purpose, the item may be operated as New Non-Schedule (NS Item) as per existing norms and powers delegated.</p> <p>Contractor may submit list of vehicles and equipment available with him.</p>
5.6	<p>TENDER FORM AND REQUIRED DOCUMENTS TO ACCOMPANY THE OFFER:</p> <p>The offer submitted shall invariably be accompanied with the following documents, over and above those mentioned already, failing which the offer can be treated as incomplete and liable to be rejected without any correspondence with the firm.</p> <p>List of Mandatory documents required to be submitted to avoid summarily rejection of offer, is available at Clause 2.16.</p> <p>Hence, the Tenderers are advised to ensure that these documents are submitted, duly signed. The offer shall be accompanied with following Documents:</p> <ol style="list-style-type: none"> Covering Letter & Tender papers signed & complete in all respect. Requisite Bid Security in prescribed form and acceptable form. Documents in support of qualifying eligibility criteria including bid capacity as per clause 5.2.2 above and on Format-5, Format-6, Format-7 & Format-8 along with all supportive documents). Tender Forms (First Sheet & Second Sheet), List of Personnel, Organization available on hand and proposed to be engaged for the subject work. Certified copy of Memorandum of Understanding (MoU) duly executed by JV members on a stamp paper in case of JV (Clause 17 of Tender Form Second Sheet of GCC) In case of Partnership deeds, Power of Attorney etc. - documents as mentioned in clause 14 of Tender form second sheet of GCC should be submitted. List of Plant & Machinery available on hand (own) and proposed to be inducted (own and hired to be given separately) for maintenance support of the system. Details of set up/technical know-how available with the Tenderer for execution of work and testing/ trouble shooting/ repairing of equipments under warranty period. If the Tenderer is OEM, furnish complete details of repairing centre setup within the country (India) i.e. location, Machinery available, Engineers engaged for repairing centre. Any other documents the tenderer may like to submit in support of his credentials. If any deviations from the General conditions / special conditions / specifications or any other condition of tender are proposed by the tenderer, they should be mentioned on Statement of Deviation (Format-4), in separate sheet and not elsewhere in the tender documents. Tenderer should provide details of bank account for payment through NEFT/RTGS on Format -9. Checklist- As per Format-13 to be uploaded by tenderer. <p>NOTE:</p>

	<p>(i) If the tenderer does not submit any proof for meeting with the eligibility criteria as laid down in the NIT and tender conditions, the offer will be considered as incomplete and will be summarily rejected. The Tenderer shall submit attested copies of the supportive documents / certificates from organizations with which they have worked/are working, otherwise the offer will be liable to be rejected.</p> <p>(ii) There shall be no back reference to confirm the credentials except for the purpose of verifying the attested copies of documents already submitted with the offer.</p> <p>(iii) Certificate/Credentials issued by private individuals / organizations will not be accepted as per letter No. W 118/0 Vol.VII(W-6) dtd. 11.12.2014 issued by CE (Works) CCG.</p>
5.7	<p>ATTESTATION AND ALTERATIONS:</p> <p>All the documents including technical brochures, manuals etc. should be signed by the Tenderer.</p> <p>Photocopies of all the certificates, supporting documents etc. submitted by Tenderer should be attested by tenderer as true copies, unless required to be attested by Notary public by other conditions of tender.</p> <p>Any correction made by the Tenderer / Tenderers in his/their entries must be attested by him/them.</p>
5.8	<p>SYSTEM OF TENDERING:</p>
5.8.1	Tender must be submitted online, manual offers are not allowed against this tender, and any such manual offer received shall be ignored.
5.8.2	Non-Compliance with any of the conditions set here forth in above is liable to result in the tender being rejected.
5.8.3	<p>No offer will be accepted after the Date & Time specified on the IREPS website.</p> <p>Any corrigendum to the NIT/ tender document will be done only during the advertising period as an exception only and the same will be posted on the IREPS website also. No corrigendum is permitted during the offer submission period. If any corrigendum is required during the offer submission period the work shall be retendered. Hence, accordingly the Tender NIT period is split as under:</p> <ul style="list-style-type: none"> ➤ Advertisement period: Time during which all information pertaining to tender shall be available but offers cannot be submitted. ➤ Offer submission period: Fifteen days prior to opening of tender, during which tenderers can submit their offer.
5.9	<p>SYSTEM OF QUOTING RATES:</p> <p>Tenderers are requested to quote their rates in terms of percentage above or below the estimated total cost of the Railways. Rates in the offer should be in <u>Indian rupees</u> only. Offers in foreign currency will not be accepted.</p> <p>The tenderer should quote rates in figures and in words. Wherever there is difference between the rates quoted in figures and in words, the rates quoted in words will be taken as correct. All rates and other information like discounts etc. having bearing on the rates shall be written both in figures and words in the prescribed offer form. The quoted rates shall includes all duties, Taxes, charges etc. Tenderers if quoting any other rates anywhere other than the Schedule of material & Works, shall not be considered. Rate quoted should be rounded off to one Rupee. Offer received for only part of schedule will not be considered and shall be rejected.</p>

	<p><u>Tenderers while quoting may specifically note the following:-</u></p> <ul style="list-style-type: none"> (i) The rates quoted in the offer by the tenderer shall be inclusive of basic cost and all taxes / duties as applicable after introduction of GST. (ii) Octroi not applicable after introduction of GST. Road Permit letter will not be issued. (iii) Concession forms for statutory taxes shall be supplied by Railways on demand if applicable. (iv) Railways will affect recovery of Taxes on work contract at source at the rate decided by the Government, where the work is being executed. (v) Railways shall affect recovery of income tax at source at the rates in vogue. (vi) The rates quoted by tenderer and accepted by Railway Administration shall hold good till the Completion of the work and no additional individual claim will be admissible on account of fluctuation in market rates, toll etc. <p>However, if rates of existing GST or cess on GST for Works Contract is increased or any new tax /cess on Works Contract is imposed by Statute after the date of opening of tender but within the original date of completion/date of completion extended under clause 17 & 17A and the Contractor thereupon properly pays such taxes/cess, the Contractor shall be reimbursed the amount so paid.</p> <p>Further, if rates of existing GST or cess on GST for Works Contract is decreased or any tax/cess on Works Contract is decreased / removed by Statute after the date of opening of tender, the reduction in tax amount shall be recovered from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India.</p> <p>(vii) "The tenderer for carrying out any construction work in _____ (name of the State) must get themselves registered from the Registering Officer under Section – 7 of the Building and Other Construction Workers Act, 1996 and rules made there to by the _____ (Name of the State) Govt. and submit certificate of Registration issued from the Registering Officer of the _____ (Name of the State) Govt. (Labour Deptt.). For enactment of this Act, the tenderer shall be required to pay cess @ 1% of cost of construction work to be deducted from each bill. Cost of material shall be outside the purview of cess, when supplied under a separate schedule item."</p>
5.10	<p>VALIDITY OF OFFER:</p> <ul style="list-style-type: none"> (i) The tenderer shall keep the offer open for a minimum period as mentioned in NIT from the date of opening of tender. Within that period, the tenderer cannot withdraw his offer subject to the period being extended further if required by mutual agreement from time to time. Any contravention of the above condition will make the tenderer liable for forfeiture of his Bid Security. (ii) It is understood that the tender document has been sold/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 there of in a manner not

	acceptable to Western Railway. Should the Tenderer fail to observe or comply with the foregoing stipulation, the amount deposited, as Bid Security for the due performance of the above stipulation shall be forfeited by the Railway.
5.11	<p>ERRORS, OMISSIONS & DISCREPANCIES: (IN THE TENDER DOCUMENT)</p> <p>The Contractor(s) shall not take any advantage of any mis-interpretation of the conditions due to typing or any other error and if in doubt shall bring it to the notice of the Engineer, without delay. In case of any contradiction only the printed rules, and books should be followed and no claim for the mis-interpretation shall be entertained. If a Tenderer finds discrepancies in, or omission from the drawing or any of the Tender papers or he has any doubt to their meaning, he should at once notify the Railway who may send a written clarification to all Tenderers.</p>
5.12	<p>WRONG INFORMATION BY TENDERER:</p> <p>If the Tenderer/s deliberately give/s wrong information in his/their tender, create/s circumstances for the acceptance of his/their tender, the Railway reserves the right to reject such tender at any stage.</p>
5.13	<p>OPENING OF TENDERS:</p> <p>(a) Bid of all the tenderers will be opened at IREPS site on date mentioned in Tender notice or corrigendum if any after 15.30 hrs. in the office of the Senior Divisional Signal & Telecommunication Engineer, 2nd Floor, Divisional Railway Manager's Office, Mumbai Central, Mumbai - 400 008 in the presence of accounts officials. In the event of the specified date of Bid opening being declared a holiday for the Railway, the Bids shall be opened at the same time and location on the next working day.</p> <p>(b) For two packet system, after the Technical evaluation of the tenders, the Financial Bids of all the eligible and technically suitable tenderers will be opened "on a date and time notified on IREPS site", for final evaluation of the Bids. The Financial Bids of the tenderers considered technically unresponsive/unacceptable will not be opened.</p> <p>(c) The tenderer whose rates are found lowest at the time of opening of tender shall in any case not mean that the concerned tenderer is a valid lowest tenderer. The valid lowest tenderer shall be decided by the Tender Committee in its due proceedings.</p>
5.14	<p>RIGHTS OF THE RAILWAY TO DEAL WITH TENDERS:</p> <p>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.</p> <p>The Railway reserves the right of not to invite tenders for any of Railway work or works or to invite open or limited tenders and when tenders are called to accept a tender in whole or in part or reject any tender or all tenders without assigning reasons for any such action. In case if tender is accepted in part by Railway administration, Letter of Acceptance shall be issued as counter offer to the Tenderer, which shall be subject to acceptance by the Tenderer.</p>
5.15	<p>RATES DURING NEGOTIATION:</p> <p>The Tenderer/s shall not increase his/their quoted rates in case the Railway Administration negotiate for reduction of rates, such a negotiation shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted will be binding on the Tenderer/s.</p>

5.16	<p>ACCEPTANCE OF TENDER:</p> <p>A letter of acceptance (LOA) of the offer shall be issued by the Railway Administration to the successful Tenderer that his offer has been accepted, on receipt of which he shall submit a Performance Bank Guarantee (PBG) bond of 5% of original cost of work within 21 days of receipt of LOA and shall execute a formal Contract Agreement with the President of India acting through the Senior Divisional Signal & Telecom Engineer, Western Railway, Mumbai Central, Mumbai-400008 or his authorized representative for carrying out the work according to terms and conditions of this tender including "General Conditions of Contract" of Indian Railway and Special Conditions / Specifications of this tender. Upon issuing of LOA the contract for the work shall be deemed to have been awarded to the tenderer and accordingly the completion period will be reckoned from the date of issue of LOA irrespective of the date of signing of contract agreement subsequently.</p>
5.17	<p>SIGNING OF AGREEMENT:</p> <p>The tenderer whose tender is accepted shall be required to present himself or his duly authorized representative person at the Office of Senior Divisional Signal & Telecom Engineer, Western Railway, Mumbai Central, Mumbai-400 008 to execute the contract document within stipulated time after receipt of notice that the contract documents are ready.</p> <p>Failure to do so shall constitute breach of the agreement effected by the acceptance of the tender in which case the bid security accompanying the tender shall be forfeited by the Railway as liquidated damages for such default, without prejudice to any other right or remedies open to the Railway.</p>
5.18	<p>COMMENCEMENT OF WORK:</p> <p>The successful tenderer upon receipt of LOA shall commence the work by way of submitting a detailed time schedule for completion of work within the allowed completion period.</p>
5.19	<p>COMPLIANCE OF PUBLIC PROCUREMENT(PREFERENCE TO MAKE IN INDIA):</p> <p>This tender complies with Public Procurement Policy (Make in India) Order 2017, issued by Department of Industrial Promotion and Policy, Ministry of Commerce, circulated vide latest railway board letters. The guidelines of the latest railway board letter shall be referred.</p> <p>(Railway board letter no. 2020/Tele/15(18)/4(3317053) dated. 05.04.2023)</p>
5.20	<p>PERMISSION TO BID FOR A BIDDER FROM A COUNTRY WHICH SHARES LAND BOUNDARY WITH INDIA:</p> <p>Any bidder from the countries sharing a land border with India will be eligible to bid in any procurement of works (including turnkey projects) only if the bidder is registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT), Government of India. For interpretation of this para, Department of Expenditure, Ministry of Finance, Government of India letter F.No.6/18/2019-PPD dated 23/07/2020 shall be referred.</p>
5.21	<p>LETTER OF CREDIT AS MODE OF PAYMENT:</p> <p>As per Railway Board letter 2018/CE-I/CT/9 dated 04.06.2018, for the tender costing 10 Lakh and above, Contractor may give option to take payment from Railway through a letter of credit (LC) arrangement.</p> <p>The condition for same are as follows :-</p>

- i. For all the tenders having advertised cost of Rs 10 Lakh or above, the contractor shall have the option to take payment from Railways through a letter of credit (LC) arrangement.
- ii. This option of taking payment through LC arrangement has to be exercised in IREPS (Indian Railway Electronic Procurement System--the e-application on which tenders are called by Railways) by the tenderer at the time of bidding itself, and the tenderer shall affirm having read over and agreed to the terms and conditions of the LC option.
- iii. The option so exercised, shall be an integral part of the bidder's offer.
- iv. The above option of taking payment through LC arrangement, once exercised by tenderer at the time of bidding, shall be final and no change shall be permitted, thereafter, during execution of contract.
- v. In case tenderer opts for payment through LC, following shall be the procedure to deal release of payment through LC.
 - a) The LC shall be a sight LC.
 - b) The contractor shall select his Advising / Negotiating bank for LC. The incidental cost towards issue of LC and its operation thereof shall be borne by the contractor.
 - c) SBI, New Delhi, Main Branch will be the nodal branch for issue of LCs based on online requests received from Railway Accounts Units for tenders opened in financial year 2018-19. SBI branches where the respective Railway Accounts Office has its Account (local SBI branch) will be the issuance/reimbursing branch for LC issued under this arrangement. The Bank shall remain same for this tender till completion of contract. The incidental cost @ 0.15 % per annum of LC value, towards issue of LC and operation thereof shall be borne by the contractor and shall be recovered from his bills.
 - d) The LC shall be opened initially for duration of 180 to 365 days in consultation with contractor. The LC shall be extended time to time as per the progress of the contract, on the request of the contractor. The value of LC to be opened initially as well as extended thereafter shall be finalized by the engineer in consultation with the contractor on the basis of expected progress of work.
 - e) The LC terms and conditions shall inter-alia indemnify and save harmless the Railway from and against all losses, claims and demands of every nature and description brought or recovered against the Railways by reason of any act or omission of the contractor, his agents or employees, in relation to the Letter of Credit (LC). All sums payable / borne by Railways on this account shall be considered as reasonable compensation and paid by contractor.
 - f) The LC terms and conditions shall inter-alia provide that Railways will issue a Document of Authorization (format enclosed as **Annexure-III** in this Tender document) after passing the bill for completed work, to enable contractor to claim the authorized amount from their bank.
 - g) The acceptable, agreed upon document for payments to be released under the LC shall be the Document of Authorization.
 - h) The Document of Authorization shall be issued by Railway Accounts Office against each bill passed by Railway.
 - i) On issuance of Document of Authorization, a copy of Document of Authorization shall be posted on IREPS for download by the contractor. A digitally signed copy of Document of Authorization shall also be sent by Railway Accounts Office to Railway's bank (Local SBI Branch).

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| | <ul style="list-style-type: none">j) The contractor shall take print out of the Document of Authorization available on IREPS and present his claim to his bank (advising Bank) for necessary payments as per LC terms and conditions. The claim shall comprise of copy of Document of Authorization, Bill of exchange and Bill.k) The payment against LC shall be subject to verification from Railway's Bank (Local SBI Branch)l) The Contractor's bank (advising bank) shall submit the documents to the Railway's Bank (Local SBI Branch)m) The Railway's bank (issuing bank) shall, after verifying the claim so received w.r.t. the digital signed document of Authorization received from Railway Account Office, release the payment to contractor's bank (advising bank) for crediting the same to contractor's account.n) Any number of bills can be dealt within one LC, provided the sum total of payments to contractor is within the amount for which LC has been opened.o) The LC shall be closed after the release of final payment including PVC amount, if any, to the contractor.p) The release of performance guarantee or security deposit shall be dealt directly by railway with the contractor i.e. not through LC. |
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For Divisional Railway Manager (S&T)
Mumbai Central, Mumbai – 400008,
For and on behalf of President of India

CHAPTER - 6
STANDARD CONDITIONS OF CONTRACT

6.0	<p>GENERAL CONDITIONS OF CONTRACT:</p> <p>“General Conditions of Contract” (GCC) of Indian Railway in addition to and/or in part super-session up to latest correction slips” will be applicable.</p> <p>Booklet of General Conditions of Contract (GCC) Works Hand Book Parts I & II April-2022 edition/latest edition (with latest amendments), may be purchased by Tenderer(s) from Engineering Dept. of Western Railway at their own cost.</p>
<p>6.1</p> <p>(i)</p> <p>(ii)</p> <p>(iii)</p> <p>(iv)</p> <p>(v)</p>	<p>GENERAL:</p> <p>Special Conditions, Standard Condition of Contract (SCC), "Schedule of Material & Works" and Technical Requirement & Specification and provision of tender document shall govern the works to be executed under this contract in addition to and/or in part super session of the General Conditions of Contract (GCC) with latest amendment / Correction Slips and Standard Specifications as laid down in the Western Railway Works Hand Book, Part III as amended up to latest correction slips.</p> <p>Where there is any conflict between these Special Conditions of Contract on one hand and Standard Specifications and General Conditions of Contract of Western Railway on the other hand, the former (SC) shall prevail.</p> <p>Any deviations from these Special Conditions, Technical Requirement & Specifications, Schedule of Material & Supplies and/or any condition of tender document, if any, stated by the tenderer in his tender or subsequently introduced by the Railway shall be a part of the Contract only to such extent as have been explicitly accepted by the Railway and incorporated in the contract.</p> <p>These specifications/documents describe the material to be supplied, work to be performed and the method of construction for the complete installation in strict accordance with the drawings and specifications mentioned herein and such instructions as may from time to time be given by the Railway. The contractor shall quote for work giving all information after close scrutiny of the plans and site survey.</p> <p>Unless specifically provided otherwise in the tender, any and all exception, which the tenderer may have to any of the clauses of the special conditions of contract or, technical requirement & specification as included in the tender shall be clearly stated. Such exceptions shall be listed in “Statement of Deviation” (Format – 4). If the tenderer has no exceptions, the annexure shall be submitted with a “Nil” statement. If the tenderer does not include the annexure with the tender it shall be conclusive evidence that the special conditions of contract and technical requirement & specification and all conditions of contract are entirely acceptable to the Tenderer.</p> <p>Any deviations from these special conditions of contract, technical requirement & specifications if any, stated by the tenderer in his tender or subsequently introduced by the Railway shall be a part of the Contract only to such extent as have been explicitly accepted by the Railway and incorporated in the contract.</p>
6.2	<p>SECURITY DEPOSIT :</p> <p>(1) Security Deposit: The Security Deposit shall be 5% of the contract value. The Bid Security submitted by the Contractor with his tender will be retained/ encashed by the Railways as part of security for the due and faithful fulfilment of the contract by the Contractor. Provided further that, if Contractor submits the Cash or Term Deposit Receipt issued from a Scheduled commercial bank of India or irrevocable Bank Guarantee Bond from a Scheduled commercial bank of India, either towards the Full Security Depositor the Part Security Deposit equal to or more than Bid Security, the Railway shall return the Bid Security, to the Contractor.</p>

	<p>Balance of Security Deposit may be deposited by the Contractor in cash or Term Deposit Receipt issued from Scheduled commercial bank of India or irrevocable Bank Guarantee bond issued from Scheduled commercial bank of India, or may be recovered at the rate of 6% of the bill amount till the full Security Deposit is recovered. Provided also that in case of defaulting Contractor, the Railway may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained (including amount guaranteed through Performance Guarantee) may not exceed 10% of the total value of the contract.</p> <p>The Irrevocable Bank Guarantee submitted towards Security deposit shall be initially valid up to the stipulated date of Maintenance period plus 60 days and shall be extended from time to time, depending upon extension of contract granted in terms of Clause 17A and 17B of the Standard General Conditions of Contract.</p> <p>Note: Security Deposit deposited in cash by the Contractor or recovered from the running bills of a Contractor or submitted by contractor as Term Deposit Receipt(s) can be refunded/returned to the contractor, in lieu of irrevocable Bank Guarantee bond issued from scheduled commercial bank of India, to be submitted by him, for an amount equal to or more than the already available Security Deposit, provided however that, in a contract of value less than Rs. 50 Crore, such refund/ return of the already available Security Deposit is permitted up to two times and in a contract of value equal to or more than Rs. 50 Crore, such refund / return of the already available Security Deposit is permitted up to three times.</p> <p>(2) (i) Refund of Security Deposit: Security Deposit mentioned in sub clause (1) above shall be returned to the Contractor along with or after, the following:</p> <ul style="list-style-type: none"> (a) Final Payment of the Contract as per clause 51.(1) of GCC and (b) Execution of Final Supplementary Agreement or Certification by Engineer that Railway has No Claim on Contractor and (c) Maintenance Certificate issued, on expiry of the maintenance/Warranty period as per clause 50(1) of GCC, in case applicable. <p>(2) (ii) Forfeiture of Security Deposit: Whenever the contract is rescinded as a whole under clause 62 (1) of GCC of these conditions (GCC), the Security Deposit already with railways under the contract shall be forfeited. However, in case the contract is rescinded in part or parts under clause 62 (1) of these conditions (GCC), the Security Deposit shall not be forfeited.</p> <p>(3) No interest shall be payable upon the Bid Security and Security Deposit or amounts payable to the Contractor under the Contract.</p>
6.3	<p>PERFORMANCE GUARANTEE:</p> <p>The procedure for obtaining Performance Guarantee is outlined below:</p> <ul style="list-style-type: none"> (a) The successful bidder shall have to submit a Performance Guarantee (PG) within 21 (Twenty one) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 21 (Twenty one) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 21(Twenty one) days, i.e. from 22nd day after the date of issue of LOA. Further, if the 60th day happens to be a declared holiday in

the concerned office of the Railway, submission of PG can be accepted on the next working day.

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

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

- (b) The successful bidder shall submit the Performance Guarantee (PG) amounting to 5% of the original contract value and Additional Performance Guarantee as per clause 6.3(h) below, in any of the following forms:-

- (i) A deposit of Cash;
- (ii) Irrevocable Bank Guarantee;
- (iii) Insurance Surety Bond as per Annexure- XVII of GCC (Advance Correction Slip No.9)

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 **Sr. DFM - Mumbai Central** (free from any encumbrance) may be accepted.
- (c) The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the Contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.
- (d) The value of PG to be submitted by the Contractor is based on original contract value and shall not change due to subsequent variation(s) in the original contract value.

- (e) The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily.
- (f) Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be encashed.
- (g) The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
- (i) Failure by the Contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.
 - (ii) Failure by the Contractor to pay President of India any amount due, either as agreed by the Contractor or determined under any of the Clauses /Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer.
 - (iii) The Contract being determined or rescinded under clause 62 of these conditions (GCC).
- (h) If a tender is accepted on the quoted rates of bidder which is below the advertised tender value, an additional performance security shall be submitted by the bidder as below:

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

As per amendment in the Bombay Stamp Ac, 1958 the revised stamp duty for Bank Guarantee Bond is as under:-

Sr	Amount of Guarantee Bond	Stamp Duty Payable
1	Where the amount not exceeds Rs.2,500/-	Rs.100/-
2	Where the amount exceeds Rs.2,500/-	Rs. 5 (Five) for every Rs. 1000 or part thereof for the amount secured by such deed, subject to the min of Rs.100. And max of Rs. 10.0 Lakh.

Rate of stamp duty for Bank Guarantee Bond shall be payable as per Bombay Stamp Act as applicable at the time of execution of Bank Guarantee Bond.

- 6.4 PLEA OF CUSTOM:**
The plea of custom prevailing will not on any account be permitted as an excuse for an infringement of any of the conditions of the contract and/ or special conditions of contract.
- 6.5 PARTNERSHIP DEEDS, POWER OF ATTORNEY:**
Railway will not be bound by Power of Attorney granted by the tenderer or by the changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such powers of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor.

	<p>These charges have been fixed at Rs. 100/- payable by the tenderer at the time of submitting the power of attorney for scrutiny and legal advice.</p> <p>If the power of attorney is not accepted, otherwise than for legal defect, the charges will be refunded. If the Power of attorney is returned on account of legal defect for correction, separate charges of Rs.50/-(Rupees Fifty only) for scrutiny of corrected power of attorney will be payable by the tenderer while resubmitting power of attorney.</p> <p>The same charges will be recoverable for scrutiny of all such documents.</p> <p>No power of attorney in favour of any individual person will be acceptable if it is irrevocable except when it is in favour of bank.</p> <p>In case where the power of attorney/partnership deed has not been executed in Hindi or English, the true and authenticated copies of the translation of the same by advocate, authorized translators of Courts and Licensed petition writers should be supplied by the contractor (s) while tendering for the work.</p>
6.6	<p>CHANGE IN ADDRESS:</p> <p>Any change in the address of the contractor shall be forthwith intimated in writing to the Railway. The Railway will not be responsible for any loss/ inconvenience suffered by the Contractor on account of his failure to comply with this.</p>
6.7	<p>STORES - RECEIPT & ACCOUNTAL:</p> <p>Exchange of proper requisition and receipt shall be done on a suitable Performa between the Contractor and the Railway's authorized representative.</p> <p>The Contractor shall issue a receipt along with the demand slip for material he requires for the work and obtain receipt when any material is returned to stores. These transactions shall be done with the consignee.</p> <p>All stores drawn by the contractor shall be accounted for either as installed as per site measurements recorded or as per surplus stores returned to the Consignee (stores).</p>
6.8	<p>LOADING / UNLOADING OF MATERIAL:</p> <p>The material shall be delivered by the Contractor at the Depot of Consignee. Material supplied by Railways for execution of the work and the material delivered by the Contractor will be transported from the Stores of the nominated Consignee to site by the Contractor with his own labour and transport. This includes loading and unloading of materials at consignee depot and at site at by contractor at his own cost.</p> <p>Alternatively, if the site of work is ready and work is in progress, physically, the materials can be brought to the site directly and supplied with prior approval of Engineer in-charge.</p> <p>Materials required to carry out this work if supplied by the Railways will be issued at the nominated Depots. The contractor will have to load, Transport these materials to the site of work and unload at his own cost.</p> <p>Empty cable drums and balance materials after completion of work, if any should be returned back at the nominated Depot of the nominated Senior Section Engineer.</p> <p>The Contractor will have to furnish an Indemnity Bond for the Security of the Railway material issued to him.</p> <p>Indemnity Bond will be released after commissioning of work and when all balance material is returned by contractor. The security of the material brought to the site of</p>

	work will remain with the Contractor, till commissioning of the complete structure and same is handed over to Railway's nominated representative of Engineer-in-charge.
6.9	<p>SECURITY OF MATERIAL:</p> <p>Once the material is handed over to the contractor, the contractor shall be responsible for the security of material irrespective of the fact that the material is kept in Railway premises. The contractor shall make adequate arrangements at site as deemed necessary for guarding the same from the thefts by outsiders or his labour or damage of any sort.</p> <p>The cost of stores lost shall be realized by the Railway out of any payments due to the contractor in this contract or from any other contract executed by Govt. of India.</p> <p>The material issued to the contractor if found defective / unserviceable after transporting at site, the same shall be transported & handed over to the Consignee Depot by the contractor without any extra cost.</p>
6.10	<p>RETURN OF SURPLUS STORES:</p> <p>The Contractor with his own staff shall return the stores found to be surplus to Consignee.</p> <p>The contractor shall account for all material that is issued to him. A register shall be maintained at site, which shall be signed by the Contractor as a token of receipt of material. All the issued material shall either be used in the installation or returned to Consignee.</p>
6.11	<p>RETURN OF RELEASED STORES:</p> <p>Released material shall be handed over to Consignee in systematic manner. Proper care should be taken while releasing & transporting the stores. This clause is specifically applicable only for outdoor works and for indoor only those items are covered which are released before commissioning of indoor work.</p>
6.12	<p>INSPECTION OF MATERIAL:</p> <p>The Inspection of material shall be done by RDSO/RITES/Railways (Engineer in charge of the work or Railway representative nominated by Western Railway) in the factory premises / assembling unit of the contractor. No material shall be dispatched from manufacturer's premises / assembling unit prior to inspection /approval by the Railway.</p> <ul style="list-style-type: none"> (i) The Railway may also inspect the material again at the Consignee depot. The Railway shall also have the right for stage inspection of material to satisfy himself that the materials are in accordance with the specification and approved drawings/design. (ii) The Contractor shall give sufficient notice of time to RDSO / RITES / Railway's representative when the material is ready for testing / inspection. All facilities as may be necessary shall be provided for carrying out the tests at the place of manufacture. (iii) Whenever materials are inspected by Authorized Representatives of the Railways / Consignee, the Contractor will be required to furnish manufacturers/supplier's Guarantee Certificate (along with test report) and performance guarantee for such items. The contractor has to also furnish proof of purchase / dispatch from manufacturer. (iv) The Railway shall have full power to reject any material that it may consider to be defective or inferior in quality, workmanship, or otherwise not in accordance with the Specification and the Railway's decision shall be final, even though they might

	<p>have been inspected by RDSO/RITES. The Tenderer shall remove forthwith any such material rejected and replace them promptly at his own cost.</p> <p>(v) The inspection charges of RDSO/RITES for the inspection service rendered to the S&T contractors executing works for shall be borne by the Railways.</p> <p>(vii) Standard RDSO Drawing referred to in this schedule & technical specification may be collected on payment from RDSO, Lucknow by contractor if required.</p>
6.13	<p>MATERIALS AND WORKMANSHIP:</p> <p>(i) The materials, to be used by the Tenderer as per RDSO's Specification / Drawing will have to be procured from RDSO approved firms only.</p> <p>(ii) Materials/ Equipments for which RDSO approved sources exist should be taken from RDSO approved sources.</p> <p>(iii) Material should not be procured from any sources banned for business dealing with Railways under any circumstances.</p> <p>(iv) All the items shall be procured from RDSO approved firms to IRS/RDSO specifications and shall be inspected by RDSO. In case the total value of a particular item is less than Rs. Five Lakh, the same shall be inspected by RITES / Consignee, subject to supplies being from sources approved by RDSO.</p> <p>(v) Further items which do not have RDSO specification for which RDSO has not approved any suppliers, inspection shall be carried out by RITES/authorized Railway representatives (In this case material shall be accepted against firm's guarantee certificate).</p> <p>(vi) Material shall be in accordance with specifications and drawings specified or approved by the Railway with latest amendments.</p> <p>(vii) Material for which no detailed specification/ drawing is given in tender document should be procured from reputed manufacturer / authorized agents and proof of purchase/dispatch shall be furnished to consignee.</p> <p>(viii) Material should be in properly packed condition and the consignee reserves the right to reject the material even though it was passed by RDSO.</p> <p>(ix) All the materials and workmanship used in this work shall be of extremely good quality and high class in every respect and is expected to give trouble free service.</p> <p>(x) The personnel deputed for maintenance should have adequate skills and competency certificate issued by ITIs / reputed institutions.</p>
6.14	<p>CONSIGNEE'S RIGHT OF REJECTION:</p> <p>(i) Notwithstanding any approval which the Inspecting Officer may have given in respect of the stores or any materials or the work or workmanship involved in the performance of the contract (whether with or without any test carried out by the Contractor or the Inspecting Officer) and notwithstanding delivery of the stores where so provided to the interim consignee, it shall be lawful for the consignee, on behalf of the purchaser, to reject the stores or any part, portion of consignment thereof within a reasonable time after actual delivery thereof to him at the place or destination specified in the contract if such stores or part, portion of consignment thereof is not in all respects in conformity with the terms and conditions of the contract whether on account of any loss, deterioration or damage before dispatch or delivery or during transit or otherwise howsoever.</p> <p>(ii) The Railway shall have full right to reject any material that the Railway may consider to be defective or inferior in quality of material, workmanship, and design or</p>

	otherwise, not in accordance with the specifications and drawings specified by the Railway.
6.15	<p>CONSEQUENCES OF REJECTION (Rejected stores).</p> <p>When any stores delivery at the consignee's depots is rejected, the contractor shall remove this within 15 days from the date of rejection. Consignee will issue rejection advice to contractor for rejected store. Such rejected stores shall lie at the contractor's risk from the date of rejection. If the Contractor does not remove the stores within this period, the purchaser or his nominee shall have the right to dispose of such stores, as thought fit, at the contractor's risk and account. The purchaser shall also be entitled to recover from the contractor, handling and ground rent / demurrage and any other charges for the period during the rejected stores are not removed after the period aforementioned.</p>
6.16	<p>WORKS SPECIFICATIONS, DRAWINGS:</p> <p>The contractor shall be solely responsible for ensuring that the requirement of safety are incorporated in all designs /drawings / works and the drawings furnished by him, although these may have been approved by the Railway. Specifications, drawings, requisites and requirements referred to in the body of this specification form an essential part thereof. The sources of the drawings & specifications referred to in this Tender, can be obtained from Engineer-in-charge.</p> <p>Installation shall comply with the requirements to the following manuals/ books and Western Railway practices in vogue-</p> <ul style="list-style-type: none"> • Indian Railways Signal Engineering Manual (latest edition). • Indian Railways Telecom Manual (latest edition). • Indian Railways Engineering code • Indian Railways P-Way manual. • Indian Railways Works Manual • Indian Railways AC traction Manual • General & Subsidiary Rules with latest correction slip. • Schedule of dimensions. <p>These books are available in the office of Senior Divisional Signal & Telecom Engineer, Western Railway, Mumbai Central, Mumbai - 400 008.</p>
6.17	<p>SUPERVISION & LABOUR:</p> <p>(i) Tenderer shall keep on the works sufficient and competent staff as per G.C.C. Clause no. 26. The work shall be carried out as per Railway's extant practice.</p> <p>(ii) During the execution of the works, the contractor or his representative shall not leave the site where the works are being carried out. At the site of work, the contractor shall always make available one representative who shall be approved by the Railway Administration and who shall be invested with adequate powers by the contractor so that orders or instruction given to the said representative by the Railway Administration in writing could be considered as duly given or conveyed to the contractor himself. Representative of the Railway will check up the work from time to time. Supervision and Erection of work will be done by the contractors with their own labour, till completion and testing of the work.</p> <p>(iii) The field Supervisor shall receive instructions from the Engineer-in-charge of the work or his representative at site and comply with the instructions. The Contractor shall be responsible for the compliance of such instructions.</p> <p>(iv) If the supervisor acting on behalf of the Contractor disregards the instructions of the Railway's supervisor / representative and does not execute the work to the</p>

(v)	<p>satisfaction of this Railway supervisor, the Railway's Engineer, in consultation with superior will have the authority to order stoppage of work and / or ask for the replacement of the supervisor, which shall be binding on the Contractor.</p> <p>The Contractor shall make his own arrangement for accommodation, for his staff during installation, testing & commissioning. Water for drinking purpose if available at the station location will be given. However, Railways take no guarantee for this facility.</p>
(vi)	<p>Compliance of Labour Laws:</p> <p>a) The Contractor shall not employ any labour below the age of 18 years.</p> <p>b) Contractor shall abide by the Rules and Regulations of the Contract Labour (Regulation & Abolition) Act 1970 with Contract Labour (Regulation & Abolition) Central Rules 1971 as modified from time-to-time up-to-date. Contractor should obtain a proper a valid license for the concern work from the concerned Assistant Labour Commissioner or Licensing Officer of the area and the photo copy of the labour license may be submitted to Railway for records. Failure to do so will attract legal action against the tenderer.</p> <p>c) All the provisions of relevant labour laws shall be strictly observed by the contractor. Non-observance of any such provisions or denial of rights and benefits to which they are normally entitled shall be viewed seriously and action shall be taken against defaulting contractor. Contractor shall not undertake or execute any work through contract labour except undertake and in accordance with the license issued under the said Act in that behalf by authorized licensing officer.\</p>
(vii)	<p>SPECIAL CONDITIONS OF CONTRACT FOR MANDATORY UPDATION OF LABOUR DATA ON RAILWAY'S SHRAMIKKALYAN PORTAL BY CONTRACTOR.</p> <p>(As per Railway Board Letter No. 2018/CE-I/CT/4 dated 17.10.2018)</p> <p>A) Contractor is to abide by the provisions of Payment of Wages act & Minimum Wages act in terms of clause 54 and 55 of Indian Railway General Condition of Contract. In order to ensure the same, an application has been developed and hosted on website 'www.shramikkalyan.indianrailways.gov.in'. Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/ updation of Portal shall be done as under:</p> <p>(a) Contractor shall apply for onetime registration of his company/firm etc. in the shramikkalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration on the portal within 7 days of receipt of such request.</p> <p>(b) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all LoAs issued in his favour.</p> <p>(c) The contractor once registered on the portal, shall provide details of his Letter of Acceptance (LoA) /Contract Agreements on shramikkalyan portal within 15 days of issue of any LoA for approval of concerned engineer. Engineer shall update (if required) and approve the details of LoA filled by contractor within 7 days of receipt of such request.</p> <p>(d) After approved of LoA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wages payment to them on shramikkalyan portal on monthly basis.</p> <p>(e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour& payment made thereof after each wage period.</p>

	<p>While processing payment of any 'On Account bill' or 'Final bill' or release of 'Advance' or 'Performance Guarantee / Security Deposit', contractor shall a certificate to the Engineer or Engineer representatives that "I have uploaded the correct details of contract labours engaged in connection with this contract and payment made to them during the wage period in Railway's shramikkalyan portal at 'www.shramikkalyan.Indianrailways.gov.in' till ----- Month, -----Year."</p>
6.18	<p>INSPECTION OF WORKS:</p> <ul style="list-style-type: none"> (i) The responsibility of providing facilities for inspection lies with the contractor. He shall be responsible for providing required facilities i.e. tools, equipments for inspection at the place of work, for which no additional payments shall be made. (ii) The completed installation at all stages shall be subjected to checks and test as decided by Railways and the contractor shall be liable to remedy such defects as discovered during these checks and test and make good all deficiencies brought out. However, complete installation will be taken over finally on completion of the full system. It will be the responsibility of the contractor to rectify any discrepancy noticed within a reasonable period from the date the complete system is taken over. For the purpose of taking over, joint inspection will be carried out by DSTE / ADSTE and Sr. Section Engineer/Jr. Engineer. The contractor should make himself or his representative available at the time of joint inspection. The decision of the Engineer shall be final in the matter. (iii) The contractor will be called upon to pay all the expenses incurred by the Railway in respect of any work found to be defective or of inferior quality, adulterated or otherwise unacceptable. (iv) During the execution of the contract, samples may be taken for the purpose of test and/or analysis under the conditions laid down in specification, such samples to be prepared for testing and forwarded free of all cost to the Railway. (v) The contractor will keep a logbook at the work site. The inspecting officer of the Railway may in addition to oral instruction to the representative of the contractor at the work site, enter such instruction as he deems fit in this logbook. The contractor will be responsible to note necessary action and remedy the defects and ensure that the instructions either oral or written are complied with. His non-noting the logbook entries shall not be considered sufficient grounds for non-compliance of the instructions. (vi) SITE ORDER BOOK/FAILURE & MAINTENANCE REGISTER An Inspection Register/ Site Order book shall be maintained for this work, wherein the Engineer in-charge of the work or his executive subordinate shall record failure & instructions regarding this work. It is expected that the Contractor or his representative at the site shall note such instructions/ failure and take action accordingly. His non-noting the logbook entries shall not be considered sufficient grounds for non-compliance of the instructions. Date & time of failure occurrence & its restoration shall be recorded in this register by Railway representative and contractor or his representative respectively, with signature. Date & time of restoration entered by the contractor needs to be verified and counter signed by Railway representative. This register shall have entry on day-to-day basis regarding the progress of work. Record should also be kept with joint signature of Railways & firms representative for all release material. This should be produced during the inspection & check of Railway engineer in-charge.

	<p>vii) QUALITY AUDIT OF INSTALLATION (Not Applicable) The Contractor shall arrange for a quality audit of installation by authorized representative of RDSO approved equipment manufacturer, who will certify that the installation has been done as per OEM's specification, standard practices.</p>
6.19	<p>APPROVAL & MEASUREMENT OF WORK:</p> <p>(a) The contractor shall obtain written approval of the supervisor after completion of the various sub-items of each work mentioned in the Schedule (wherever applicable).</p> <p>(b) The contractor should ensure that measurement has been made for such work, which is not possible to measure subsequently and shall remain hidden. For example: After trenching is done After RCC trunking is placed in trench and properly aligned. After the above is laid properly After the earth is filled After brick/slab/capping is laid</p> <p>(c) The contractor shall sign the measurement as a token of acceptance of the measurement entered by the supervisor in-charge of the work (wherever applicable).</p> <p>(d) MEANING AND INTERPRETATION BY RAILWAY TO BE FINAL All measurements, method of measurement, meaning and intent of specifications and interpretation of Special Conditions of Contract, given and made by the Purchaser or by the Purchaser's Engineer shall be final and binding and shall be considered "excepted matter" in terms of conditions laid down in the General Conditions of Contract</p> <p>(e) RIGHT OF RAILWAYS TO KEEP BACK FORM THE CONTRACT ANY PORTION OF WORK The successful tenderer will however, have no claim or right in the execution of work which in the opinion of the Engineer should be carried out departmentally or otherwise and the Railway Reserves the right to keep back from the contract and carry out the work or any portion of work through any other agency, it may think without assigning any reason, any time after the acceptance of the tender. No claim for compensation/loss or whatsoever on this account will be entertained by the Railway.</p>
6.20	<p>SAFETY OF WORK & TRAINS:</p> <p>(i) The contractor should abide by all the Railway regulations and also ensure that the same are followed by his representatives, agents, servants or workmen. He is therefore bound under these clauses to give notice to them about the provision of this clause and the consequent liability of the contractor under the agreement. The contractor shall conform to all the Railway Rules relating to safety of personnel and operation of signals and points. In the A.C. electrified areas the special precautions as laid down in R.E. Manual shall be followed.</p> <p>(ii) No petroleum spirit within the meaning of the Indian Petroleum Act shall be stored at site or adjacent land until the approval of the Railway and necessary license under the Act has been obtained by the contractor. The tenderer shall also ensure that approval of the Engineer has been obtained for storing any other inflammable material well in advance.</p>

	<p>(iii) The contractor's employees and workers shall not for any reason operate any appliances or installations of the Railway concerning the safety of train movements, but they should whenever necessary notify the qualified Railway staff who will then take necessary steps. The contractor shall also be responsible for any damage that may cause due to the carelessness of his workmen and will bear the consequences in this regard.</p> <p>(iv) The work must be carried out most carefully in such a way that they do not hinder the Railway operation except as agreed to by the Railway. The Contractor shall do no work that may interfere with traffic until protection has been provided by the Railway and under supervision of Railway's representative. 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 Junior Engineer/Section Engineer/ Senior Section Engineer (JE/SE/SSE) Signal/Telecom.</p> <p>Whenever track side work are undertaken by the contractors, areas for unloading of bulk materials should be clearly demarcated and barricades provided if necessary with the consent of the (JE/SE/SSE) Signal/Telecom, in-charge of the work. Suitable steps shall also be taken to prevent transport vehicles and such other machinery gaining access so near the track as to threaten the safety of running trains. That, whenever it becomes inescapable to allow transport vehicles or mobile machinery to operate in close proximity to the running lines the maximum moving dimensions for the said lines shall be adequately protected by fencing or such other suitable measures. No vehicle will normally be permitted to ply adjacent to the running lines. The contractor will be responsible for the safety of hired trucks and men etc. working at the site. He will also be responsible for any damage caused to the Railway property, staff and passengers travelling on the line on account of his truck/vehicles having been allowed to ply on the bank.</p> <p>(v) The contractor shall take all precautionary measures in order to ensure protection of his own personnel moving about or working on the Railway premises and shall have to conform to the Rules and Regulations of the Railway.</p> <p>(vi) Suitable ladders for climbing the post and slings for supporting men on the post shall be used. Ropes as required shall be used for erection of the poles. The size of the rope shall be adequate. The contractor shall take necessary precaution for working near the power lines. If at any time the Railway finds the safety arrangements are inadequate or insufficient, the contractor shall take immediate corrective action as directed by the Railway's representative at site. However, it is not obligatory on the part of the Railway's to give such directions. The issue or non-issue of any direction in the matter by the Railway shall in no way absolve the contractor of his sole responsibility to adopt safe working methods. The stone-breakers, if employed shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals. Necessary personal safety equipment as considered adequate by the Engineer-in –Charge should be kept available by the contractor for the use of the persons employed on the site and maintained in condition suitable for immediate use and the contractor should take adequate steps, to ensure proper use of equipment by these concerned. When not in use, electrical apparatus shall be switched off. No paint containing lead or lead products shall be used except in the form of paste or ready mixed paints. Suitable face masks should be supplied by the contractor for use by the workers when paint is applied in the form of spray.</p>
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	<p>(vii) Within the station premises and especially on passenger platforms, the contractor shall ensure sufficient free space for movement of passenger traffic. He must cover and protect the excavations carried out in such areas with a view to avoid any accidents.</p> <p>(viii) In case of an accident of any nature, the contractor will indemnify the Railway for any losses caused by him as a result of the accident.</p> <p>(ix) The contractor will not be entitled to any compensation for any damage or loss sustained by him during execution of the work, for any idle labour or transport or any loss or deterioration of the material or tools.</p> <p>(x) The contractor shall also be responsible for any damage that he may cause due to the carelessness of his workmen and will bear the consequences in this regard.</p> <p>(xi) The contractor will not be entitled to any compensation for any damage or loss sustained by him during execution of the work for any idle labour or transport or any loss or deterioration of the material or tools.</p> <p>(xii) <u>Safety of Public:</u> The Contractor shall be responsible to take all precautions to ensure the safety of the public whether on public or railway property and shall post such look out men as may, in the opinion of the Engineer, be required to comply with regulations appertaining to the work. Contractor shall ensure placement of barricading / partitions at the place of work to ensure safety of habitants of adjacent area, failing which Engineer may advise stoppage of work as per his discretion.</p> <p>(xiii) <u>Display Board:</u> The Contractor shall be responsible for displaying the details of works i.e. name of work, approximate cost, expected date of completion, name and address of the Contractor and address of Engineer on a proper steel Board of size not less than 1m x 1m.</p>
6.21	<p>PLYING OF ROAD VEHICLES IN RAILWAY LAND ADJOINING TO RUNNING LINES:</p> <p>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 for execution of certain works viz. earthwork for parallel railway line and supply of ballast for new or existing rail line, gauge conversion etc., road vehicles are necessary to be used in railway land next to the railway line, the contractor shall apply to the site-in-charge for permission giving the type and no. of individual vehicles, names and license particulars of the drivers, location, duration and timings for such work/movement. The site-in-charge or his authorized representative will personally counsel examine and certify, the road vehicle drivers, Contractor's flagmen and supervisor to be deployed on the work, location, period and timing of the work. This permission will be subject to the following obligatory conditions:</p> <p>i) The road vehicles will play only between sunrise and sunset.</p> <p>ii) Nominated vehicles and drivers will be utilized for work in the presence of at least one flagmen and one supervisor certified for such work.</p> <p>iii) The vehicles shall ply 6m clear of track. Any movement/work at less than 6m and up to minimum 3.5m clear of track centre shall be done only in the presence of Railway employee authorized by the Engineer-in-charge. No part of the road</p>

	<p>vehicle will be allowed at less than 3.5m from track centre. Cost of such Railway employee shall be borne by the Railway.</p> <p>iv) The Contractor shall remain fully responsible for ensuring safety and in case of any accident, shall bear, cost of all damages to his equipment and men and also damages to railway and its passengers.</p> <p>v) The vehicles and equipments of contractors can be drafted by Railway administration in case of accidents / natural calamities involving human lives. Engineer-in-charge may impose any other condition necessary for a particular work or site</p>
6.22	<p>EMERGENCY WORKS:</p> <p>In the event of any accident or failure occurring in or about the work or arising out of or in connection with the construction, completion or maintenance of the works which in the opinion of the Engineer requires immediate attention, the Railway may bring its own workmen or other agency to execute or partly execute the necessary work or carry out repairs if the Engineer considers that the contractor/s is/are not in a position to do so in time and charge the cost thereof , as to be determined by the Senior Divisional Signal & Telecom Engineer, Western Railway, Mumbai Central, to the contractor.</p>
6.23	<p>NIGHT WORKS:</p> <p>Notwithstanding the provision in the General Conditions of Contract, if the Engineer is satisfied that the work is not likely to be completed in time, except by resorting to night work, he may order the contractor/s to carry out the works even at night without conferring any right on the contractor for claiming any extra payment for the same. The contractor at his own cost shall make all adequate lighting arrangements and shall take precautions to avoid any mishap during night.</p>
6.24	<p>MAINS POWER SUPPLY:</p> <p>Testing of installation / equipments shall be done under supervision of Railway officials or by Railway officials themselves, from the electric supply to be provided by the Railways. However, for any installation activity, like drilling, soldering etc., contractor, if so desires, to use tools / machines, electric power supply (230V) can be arranged by the Railways on usual payment, as per extant procedure.</p> <p>Non-availability of Mains Power will not be a reason for the slow progress of work. If Electric Supply is not available, the contractor shall make his own arrangement for Gen set / electrical power.</p>
6.25	<p>OBLIGATION TO CARRY OUT ENGINEER'S INSTRUCTIONS:</p> <p>The contractor shall also satisfy the Engineer that adequate provision has been made:-</p> <p>To carry out his instructions fully and with promptitude.</p> <p>To ensure that parts required to be inspected before use are not used before inspections; and</p> <p>To prevent rejected parts being used in error. Where, parts rejected by the inspector have been rectified or altered, such parts shall be segregated for separate inspection and approval before being used in the work.</p>
6.26	<p>EXCEPTED MATTERS:</p> <p>All measurements, method of measurement, meaning and intent of specifications and interpretation of special conditions of contract, given and also made by the Railway or by the Engineer on behalf of the Railway shall be final and binding and shall be considered "Excepted Matters" in terms of condition No.63 of the General Conditions</p>

	of Contract and will Strictly stay outside purview of any arbitrations limit and will not be arbitrable.
6.27	SETTLEMENT OF DISPUTES: This shall be considered in accordance with Arbitration & conciliation ordinance 1996 / Arbitration Act, 1996 with latest circular or corrigendum will be valid for this tender and the clause no.43, 63 & 64 of General condition of contract, with the latest available amendment to clause ,if any.
6.27.1	JURISDICTION OF COURTS The court of the place from where the Letter of Acceptance has been issued shall have the jurisdiction in respect of this contract
6.28	EXTENSION OF COMPLETION PERIOD:
6.28.1	Extension of Time in Contracts: Subject to any requirement in the contract as to completion of any portion or portions of the works before completion of the whole, the Contractor shall fully and finally complete the whole of the works comprised in the contract (with such modifications as may be directed under conditions of this contract) by the date entered in the contract or extended date in terms of the following clauses: <ul style="list-style-type: none"> (i) Extension due to Modification: If any modifications have been ordered which in the opinion of the Engineer have materially increased the magnitude of the work, then such extension of the contracted date of completion may be granted as shall appear to the Engineer to be reasonable in the circumstances, provided moreover that the Contractor shall be responsible for requesting such extension of the date as may be considered necessary as soon as the cause thereof shall arise. (ii) Extension for Delay not due to Railway or Contractor: If in the opinion of the Engineer, the progress of work has any time been delayed by any act or neglect of Railway's employees or by other Contractor employed by the Railway under Sub-Clause (4) of Clause 20 of GCC or in executing the work not forming part of the contract but on which Contractor's performance necessarily depends or by reason of proceeding taken or threatened by or dispute with adjoining or to neighbouring owners or public authority arising otherwise through the Contractor's own default etc. or by the delay authorized by the Engineer pending arbitration or in consequences of the Contractor not having received in due time necessary instructions from the Railway for which he shall have specially applied in writing to the Engineer or his authorized representative then upon happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer within 15 days of such happening, but shall nevertheless make constantly his best endeavors to bring down or make good the delay and shall do all that may be reasonably required of him to the satisfaction of the Engineer to proceed with the works. The Contractor may also indicate the period for which the work is likely to be delayed and shall be bound to ask for necessary extension of time. (iii) Extension for Delay due to Railways: In the event of any failure or delay by the Railway to hand over the Contractor possession of the lands necessary for the execution of the works or to give the necessary notice to commence the works or to provide the necessary drawings or instructions or any other delay caused by the Railway due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the contract or alter the character thereof or entitle the Contractor to damages or compensation there for, but in any such case, the Railway may grant such extension or extensions of the completion date as may be

6.28.2

considered reasonable.

The Contractor shall indicate the period for which the work is likely to be delayed and shall seek extension of time as may be considered necessary under clause 17A(i) or/and 17A(ii) or/ and 17A(iii) above, as soon as the cause thereof shall arise and, in any case, not less than 15 days before the expiry of the date fixed for completion of the works. The Engineer shall consider the same and shall grant and communicate such extension of time as in his opinion is reasonable having regard to the nature and period of delay and the type and quantum of work affected thereby. No other compensation shall be payable for works so carried forward to the extended period of time; the same rates, terms and conditions of contract being applicable, as if such extended period of time was originally provided in the original contract itself.

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

Extension of Time with Liquidated (LD) for delay due to Contractor: (17-B clause of GCC)

The time for the execution of the work or part of the works specified in the contract documents shall be deemed to be the essence of the contract and the works must be completed not later than the date(s) as specified in the contract. If the Contractor fails to complete the works within the time as specified in the contract for the reasons other than the reasons specified in Clause 6.47 and 6.28, the Railway may, if satisfied that the works can be completed by the Contractor within reasonable short time thereafter, allow the Contractor for further extension of time (Proforma at Annexure-VII) as the Engineer may decide. On such extension the Railway will be entitled without prejudice to any other right and remedy available on that behalf, to recover from the Contractor as agreed damages and not by way of penalty for each week or part of the week, a sum calculated at the *rate of Liquidated Damages as decided by Engineer, between 0.05% to 0.30% of the contract value of the work for each week or part of the week.*

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

S.No.	Duration of extension of time under Clause 17B- para 6.28.2	Rate of Liquidated Damages
(i)	Up to Twenty Five percent of original period of completion including period of extension of time granted under Section 17A(i)	As decided by Engineer, between 0.01% to 0.05% of contract value for each week or part of the week
(ii)	Above Twenty Five percent but upto Fifty percent of original period of completion including period of extension of time granted under Section 17A(i)	0.10 % of contract value for each week or part of the week
(iii)	Above Fifty percent of original period of completion including period of extension of time granted under Section 17A(i)	0.30 % of contract value for each week or part of the week

	<p>Provided further, that if the Railway is not satisfied that the works can be completed by the Contractor and in the event of failure on the part of the contractor to complete the work within further extension of time allowed as aforesaid, the Railway shall be entitled without prejudice to any other right or remedy available in that behalf, to appropriate the contractor's Security Deposit and rescind the contract under Clause 62 of GCC, whether or not actual damage is caused by such default.</p> <p>NOTE:</p> <p>In a contract, where extension(s) of time have been allowed once under clause 17B, further request(s) for extension of time under clause 17A can also be considered under exceptional circumstances. Such extension(s) of time under clause 17A shall be without any Liquidated damages, but the Liquidated damages already recovered during extension(s) of time granted previously under clause 17B shall not be waived. However, Price variation during such extension(s) shall be dealt as applicable for extension(s) of time under clause 17B.</p> <p>(17 C) Bonus for Early Completion of Work:</p> <p>In open tenders having advertised value more than Rs.50 crore and original period of completion 12 months or more, when there is no reduction in original scope of work by more than 10%, and no extension granted on either railway or Contractor's account, Contractor shall be entitled for a bonus of 1% for each 30 days early completion of work. The period of less than 30 days shall be ignored while working out bonus. The maximum bonus shall be limited to 5% of original contract value. The completion date shall be reckoned as the date of issuance of completion certificate by Engineer.</p> <p>(As per Railway Board letter No.2022/CE-I/CT/GCC-2022/Policy dated:14.07.2022)</p>
6.29	<p>DETERMINATION OF CONTRACT:</p> <p>This shall be considered in accordance with the clause no. 61 and 62 of GCC, with the latest available amendment to clause, if any.</p> <p>The Contractor shall execute the work with due diligence and expedition, keeping to the approved time schedule. Should he refuse or neglect to comply with any reasonable order given to him in writing by the Purchaser's Engineers in connection with the work lags persistently behind the time schedule due to his neglect, the Railway shall at liberty to give seven days notice in writing to the Contractor requiring him to make good the neglect or contravention complained of and should the contractor fail to comply with the requisitions made in the notice within seven days from the receipt thereof, it shall be lawful for the purchaser to take action as per clause 62 of GCC and to take the work wholly or in part out of the Contractor's hands without any further reference and get the work or any part thereof, as the case may be, completed by other agencies at the expense of the contractor without prejudice to any other right or remedy of the Purchaser.</p>
6.30	<p>LOSS SUSTAINED DUE TO DEFAULT AND DELAY:</p> <p>In the event of any loss to the Railways on account of execution and/or delay in completion of the work or any part thereof by agencies other than the contractor, the contractor shall be liable to reimburse the loss to Railways without prejudice to the other rights and remedies of the purchaser, and the reimbursement in full or in part as the case may be, shall be met, at the option of the Railways from out of all or any of the following sources viz</p>

	<p>i) Any amount due and payable to the contractor by the Railways on any account whatsoever;</p> <p>ii) The Contractor's security deposit in hands of the Railways as far as available, and any other assets whatsoever of the contractor;</p> <p>In the event of re-imbursement from out of sources (i) and/or (ii) above mentioned, the Railway shall have the right of appropriation suo-moto.</p>
6.31	CONTRACTOR'S LIABILITIES FOR COSTS AND DAMAGES:
6.31.1	<p>WITHHOLDING AND LIEN IN RESPECT OF SUMS CLAIMED</p> <p>This shall be considered in accordance with the clause no. 52 of GCC, with the latest available amendment to clause, if any.</p> <p>Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the Contractor, the Railway shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any, deposited by the Contractor and for the purpose aforesaid, the Railway shall be entitled to withhold the said cash Security Deposit or the Security if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Contractor, the Railway shall be entitled to withhold and have a lien to the extent of the such claimed amount or amounts referred to supra, from any sum or sums found payable or which at any time thereafter may become payable to the Contractor under the same contract or any other contract with this or any other Railway or any Department of the Central Government pending finalization or adjudication of any such claim.</p> <p>It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above, by the Railway will be kept withheld or retained as such by the Railways till the claim arising out of or under the contract is determined by the arbitrator (if the contract governed by the Arbitration Clause) or by the competent court as the case may be and that the Contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to supra and duly notified as such to the Contractor. For the purpose of this clause, where the Contractor is a partnership firm or a company, the Railway shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner / company, as the case may be whether in his individual capacity or otherwise.</p>
6.31.2	<p>LIEN IN RESPECT OF CLAIMS IN OTHER CONTRACTS:</p> <p>(i) Any sum of money due and payable to the Contractor (including the Security Deposit returnable to him) under the contract may be withheld or retained by way of lien by the Railway, against any claim of this or any other Railway or any other Department of the Central Government in respect of payment of a sum of money arising out of or under any other contract made by the Contractor with this or any other Department of the Central Government.</p>

	<p>(ii) However, recovery of claims of Railway in regard to terminated contracts may be made from the Final Bills, Security Deposits and Performance Guarantees of other contract or contracts, executed by the Contractor. The Performance Guarantees submitted by the Contractor against other contracts, if required, may be withheld and encashed. In addition, 10% of each subsequent 'on-account bill' may be withheld, if required, for recovery of Railway's dues against the terminated contract.</p> <p>(iii) It is an agreed term of the contract that the sum of money so withheld or retained under this Clause by the Railway will be kept withheld or retained as such by the Railway till the claim arising out of or under any other contract is either mutually settled or determined by arbitration, if the other contract is governed by Arbitration Clause or by the competent court as the case may be and Contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this Clause and duly notified as such to the Contractor.</p>
6.32	<p>INSURANCE OF MATERIALS & INSTALLATIONS:</p> <p>The contractor shall take out and keep in force a policy or policies of Insurance for all materials including Railway supply materials equipment irrespective of whether used up in the portion of work already done or kept for the use in the balance portion of the work until such works are handed over to the Railways.</p> <p>The Contractor shall not be liable for losses/damages to the materials either used up in the portion of work done or his material kept for use at site, in consequence of mutiny, or other similar causes over which the Contractor has no control and which cannot be insured. Such losses or damages shall be the liability of the Railways and if required by the Railways, be made good by the contractor, at the cost of the Railways.</p> <p>The Contractor should, however, insure the stores brought to site, against risks in consequence of war and invasion, as required under the Emergency Risk (Goods) Insurance Act in force from time to time.</p> <p>It may be noted that the beneficiary of the insurance policy should be Railways or the policies should be pledged in favour of Railway. The contractor shall keep the policy/policies current till the installations are handed over to the Purchaser. It may also be noted that in the event of contractor's failure to keep the policy current and alive, renewal of the policy will be done by the Railways for which the cost of the premium plus 20% of premium shall be recovered from the contractor.</p> <p>For purpose of enabling the contractor to take the insurance cover in connection with this contract, the purchaser's engineer will advise the approximate price of all the Railway s supply materials to the contractor.</p>
6.33	<p>ENGAGEMENT OF QUALIFIED ENGINEER:</p> <p>(i) The contractor shall place and keep on the works at all times efficient and competent staff to give the necessary directions to his workmen and to see that they execute their work in sound and proper manner and shall employ only such supervisors, workmen & labourers in or about the execution of any of these works as are careful and skilled in the various trade.</p> <p>(ii) The contractor shall at once remove from the works any agents, permitted sub-contractor, supervisor, workman, or labourer who shall be objected to by the</p>

	<p>Engineer and if and whenever required by the Engineer, he shall submit a correct return showing the names of all staff and workmen employed by him.</p> <p>(iii) In the event of the Engineer being of the opinion that the contractor is not employing on the works a sufficient number of staff and workmen as is necessary for proper completion of the works within the time prescribed, the Contractor shall forthwith on receiving intimation to this effect deploy the additional number of staff and labour as specified by the Engineer within seven days of being so required and failure on the part of the contractor to comply with such instructions will entitle the Railway to rescind the contract under clause 62 of these conditions.</p> <p>New Clause 26A of GCC: Deployment of Qualified Engineers at Work Sites by the Contractor</p> <p>i. The contractor shall also employ Qualified Graduate Engineer(s) or equivalent, or Qualified Diploma Holder Engineer(s), as prescribed in tender documents.</p> <p>ii. In case the contractor fails to employ the Engineer, as aforesaid in para(i), he shall be liable to pay liquidated damages at the rates, as prescribed in tender documents.</p> <p>iii. No. of qualified engineers required to be deployed by the contractor for various activities contained in the works contract shall be specified in the tender documents as 'special condition of the contract'.</p> <p>iv. Accordingly in terms of provision of clause (i) above, contractor shall also employ following qualified Engineers during the execution of allotted work</p> <p style="padding-left: 40px;">i. One qualified Graduate Engineer when the cost of work to be executed is Rs.200 Lakh and above, and</p> <p style="padding-left: 40px;">ii. One qualified Diploma Holder Engineer when the cost of work to be executed is more than Rs.25 Lakh but less than Rs.200 Lakh.</p> <p>v. Further ,in case the contractor fails to employ the qualified Engineer, as aforesaid in para (iv) above ,he in terms of provision of clause (ii) above ,shall be liable to pay an amount of Rs.40,000/-and Rs.25,000/-for each month or part thereof for the default period for the provision ,as contained in para [iv (i)] and [iv (ii)] above respectively.</p> <p>Date: _____ Signature of Tenderer/ _____</p>
6.34	<p>PROVISIONAL ACCEPTANCE TEST:</p> <p>As soon as the Contractor informs the Railway and the Railway's Engineer determines that the works are completed from end to end, Railways shall carry out all tests as per the acceptance test schedule. Any component, modules, sub-assemblies or equipment failing during the commissioning test shall be replaced/repared free of cost by the Tenderer. When all the tests are successfully completed end to end, the provisional test report will be jointly prepared.</p>
6.35	<p>OBSERVATION PERIOD :</p> <p>After the completion of provisional acceptance test, system shall be put under observation for period as per Clause No.2.12 of chapter-2. During this period, Railways may at their discretion connect the user equipment and observe the performance from the end user point of view. If any defects or failures are noticed during this period the contractor will replace or rectify such modules and additional test or repetition of some of the tests will be carried out to make sure that all parameters are within specified values.</p>

6.36	<p>PROVISIONAL ACCEPTANCE CERTIFICATE</p> <p>After completion of provisional acceptance test and if no problems are noticed during observation period, Purchaser's Engineer shall issue a Provisional Acceptance Certificate for successfully commission of whole system covering all materials and services included in the Schedule of works, after the acceptance test and as per the approved test procedure have been completed and the performance has been found to meet the specifications. Railway's decision in this respect shall be final. The date of issue of the Provisional Acceptance Certificate will be treated as start of warranty.</p>
6.37	<p>FINAL ACCEPTANCE</p> <p>(i) The final acceptance of the entire equipment installed at the station shall take effect from the date of expiry of the period of Warranty / maintenance certification of the engineer in charge.</p> <p>(ii) The contract shall not be considered as completed until the issue of Final Acceptance Certificate by the Railways.</p> <p>(iii) The Railways shall not be liable to the contractor for any matter arising out of or in connection with the contract or execution of the work unless the Contractor shall have made a claim in writing in respect thereof before the issue of Final Acceptance Certificate under this clause.</p> <p>Notwithstanding the issue of Final Acceptance Certificate, the contractor and the Railways (subject to sub clause as above) shall remain liable for fulfilment of any obligation incurred under the provision of the contract prior to the issue of Final Acceptance Certificate which remains unperformed at the time such certificate is issued and for determining the nature and extent of such obligation the contract shall be deemed to remain in force between the parties here to.</p>
6.38	<p>CERTIFICATE OF COMPLETION OF WORKS:</p> <p>As soon as in the opinion of the Engineer, the work has been completed and has satisfactorily passed any final test or tests that may be prescribed, the Engineer shall issue a certificate of completion duly indicating the date of completion in respect of the work and the period of maintenance of the work shall commence from the date of completion mentioned in such certificate. The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the Contractor and that there is no due from the Contractor to Railways against the contract concerned.</p> <p>The Engineer may also issue such a certificate indicating date of completion with respect to any part of the work (before the completion of the whole of work), which has been both completed to the satisfaction of the Engineer and occupied or used by the Railway. When any such certificate is given in respect of part of a work, such part shall be considered as completed and the period of maintenance of such part shall commence from the date of completion mentioned in the completion certificate issued for that part of the work.</p>
6.39	<p>PART COMMISSIONING:</p> <p>If the works are not completed as per the programme of work and there is deviation from the milestones to be achieved Railways will be free to make use of the partially commissioned work. Making such use of partially commissioned work will not be deemed as provisional acceptance from the Railways.</p>
6.40	<p>PLACING IN SERVICE AND MAINTENANCE:</p>

	<p>After the equipment has been commissioned and placed in service, the contractor shall be responsible for proper maintenance of the equipment for a period mentioned in para 2.10 of chapter-2. For this purpose he shall prepare a maintenance plan and make available the services of qualified maintenance engineers.</p> <p>Service engineers for maintenance shall normally be out of those engineers associated with the execution of the work. Changes, if any on special case shall be with the specific approval of railways. Details of the Service Personnel/Engineers (Bio-data and experience) proposed to be associated with maintenance, shall be furnished by the Contractor to the Railways, well in advance of the commencement of the maintenance period.</p> <p>Railway maintenance staff shall be fully associated with the maintenance work under the guidance/supervision of service engineers.</p> <p>If any lacuna is noticed in the functioning as a result of any defect in design or manufacture, the same will be rectified by the contractor free of cost. During such rectification if any faulty equipment/modules need replacement or repair, they shall be provided by the contractor from the set of equipment or modules that the contractor should bring to the site of installation in addition to all the materials to be supplied against this contract. Use of spare modules covered under the schedule of material of this tender shall not be permitted to be used during installation, commissioning and during the period of maintenance/supervision.</p> <p>During this maintenance period contractor will be liable to pay penalty for outage as per penalty clause.</p> <p>Maintenance</p> <ol style="list-style-type: none"> The Vendor shall provide System maintenance and repair of system or workmanship defects during the Maintenance period (parts and labour) Service or maintenance personnel shall be able to receive 24 Hour Help Desk Technical support provided by the system manufacturer.
6.41	<p>WARRANTY :</p> <p>As per clause no. 2.10, the contractor shall warrant that everything to be furnished here under shall be free from all defects and faults in material, workmanship and manufacture and shall be the highest grade and consistent with the established and generally accepted standards for materials of the type ordered in full conformity with the contract specifications, drawings, or samples, if any and shall if operable, operate properly.</p> <p>This warranty shall survive after acceptance of the System by Railways. Any approval or acceptance by the Railway or the stores or of the materials incorporated herein shall not in any way limit the contractor's liability.</p> <p>The Contractor shall, if required, replace or repair the equipments or such portion thereof as is rejected by the Railway free of cost at the ultimate destination or at the option of the Railway and contractor shall pay to the Railway value thereof at the contract price and such other expenditure and damages as may arise by reasons of the breach of the condition herein, specified.</p> <p>All inspections, adjustments, replacements or renewals carried out by the contractor during the maintenance period shall be the same conditions of the contracts.</p> <p>Until the final certificate shall have been issued, the contractor shall have the right to entry with permission of Railways, at his own risk and representatives, whose names</p>

	<p>shall have previously been communicated, in writing, to the purchaser at all reasonable working hours upon all necessary parts of the works for the purpose of inspecting the working and the records of the plant and taking notes there from and if he desires at his own risk and expense, making any tests, subject to the approval of the purchaser which shall not be unreasonably withheld.</p> <p>The decision of the Senior Divisional Signal & Telecom Engineer, Western Railway, Mumbai Central, Mumbai - 400 008 in regard to Contractor's liability and the amount, if any payable under this warranty shall be final and conclusive.</p>
6.42	<p>LONG TERM AVAILABILITY OF SPARES AND SYSTEM SUPPORT:</p> <p>The Contractor / manufacturer shall ensure the availability of all components/ sub-systems, if required by the Railways from time-to-time on mutually agreed terms and conditions after warranty is over.</p> <p>The manufacture shall guarantee that spare parts for the system shall be available for a minimum of five years after expiry of the warranty period and thereafter at least one year's notice shall be given to the Railways before any equipment or components are discontinued or phased out from the manufacturing plans. This will enable the Railways to assess the lifetime requirement of spares needed and order in sufficient quantity prior to stoppage of the manufacture.</p> <p>The contractor shall undertake to supply on payment of all maintenance spares and tools required for the equipment during lifetime. He shall also undertake to supply additional equipment required for replacement or expansion of the network; that may become necessary due to additional traffic requirements. The price variation formula adopted in pricing such maintenance spares and additional supply that may be ordered in future shall be provided by mutual discussion.</p>
6.43	<p>INDEMNITY BOND :</p> <p>The Contractor will have to furnish an Indemnity Bond for all the value of materials (as per attached Format-2) for the Security of the Railway material issued to him. Indemnity Bond will be released after commissioning of work and when all balance material is returned by contractor; i.e. after signing the final material statement for closing the contract. The security of the material brought to the site of work will remain with the Contractor, till commissioning of the complete structure and same is handed over to Railway's nominated representative of Engineer-in-charge.</p>
6.44	<p>INTRODUCTION OF NEW SOR ITEMS IN CONTRACT FOR WORKS :</p> <ol style="list-style-type: none"> 1. The items of work proposed for inclusion should be relevant to the main scope of work. 2. Revision to contract value shall be proposed by way of variation statement. 3. The variation shall be governed as per notes Para 6.46 of this chapter-6.
6.45	<p>INTRODUCTION OF NEW NON-SCHEDULE ITEMS IN CONTRACT FOR WORKS:</p> <ol style="list-style-type: none"> 1. It should be ensured that the rates sanctioned for such non- schedule items, are comparable to the rates for similar works executed in the area. 2. Rates should be derived from Last Accepted rates of SOR/NS items of similar conditions and where new items cannot be derived from such SOR/NS items, market rates should be taken. Rates of such NS items accepted without finance concurrence cannot be quoted as Last accepted rate (LAR) for justifying similar rates in future tenders. 3. The variation shall be governed as per notes of Para 6.46 of this chapter-6.
6.46	<p>MODIFICATIONS:</p>

6.46.1	<p>The contractor shall be responsible for and supply any additional equipment without extra cost for any alterations of the works due to any discrepancies, errors or omissions in the drawings or other particulars supplied by him, whether such drawings or particulars have been approved by the Railway or not due to inaccurate information or particulars furnished to the Contractor on behalf of the Railway. If any dimensions/figures upon the drawings or plans differ from those obtained by scaling the drawings or plans shall be taken as correct.</p> <p>Any minor modifications required during the course of work shall be done without extra charges and the Railway's decision as to whether the modifications are minor or not shall be final. Where modifications are not minor and the Railway is satisfied that the modifications are essential, they shall be carried out at extra charges to be approved by the Railway.</p>
6.46.2	<p>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.</p> <p>Powers of Modification to Contract: The Engineer on behalf of the Railway shall be entitled by order in writing to enlarge or extend, diminish or reduce the works or make any alterations in their design, character position, site, quantities, dimensions or in the method of their execution or in the combination and use of materials for the execution thereof or to order any additional work to be done or any works not to be done and the Contractor will not be entitled, to any compensation for any increase/reduction in the quantities of work but will be paid only for the actual amount of work done and for approved materials supplied against a specific order.</p> <p>(i) Unless otherwise specified in the special conditions of the contract, the accepted variation in quantity of each individual item of the contract would be upto 25% of the quantity originally contracted, except in case of foundation work. (in which no variation limit shall apply).</p> <p>However, the rates for the increased quantities shall be as per sub- para (iii) below.</p> <p>(ii) The Contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever upto the limit of 25% variation in quantity of individual item of works.</p> <p>(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</p> <ul style="list-style-type: none"> (a) Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender; (b) Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;

6.46.3	<p>(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.</p> <p>(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.</p> <p>d.(i) Quantities operated upto and including 100% of the agreement quantity of the concerned minor value item, shall be paid at the rate awarded for that item in that particular tender;</p> <p>d.(ii) Quantities operated in excess of 100% but upto 200% of the agreement quantity of the concerned minor value item, shall be paid at 98% of the rate awarded for that item in that particular tender;</p> <p>d.(iii) Variation in quantities of individual minor value item beyond 200% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.</p> <p>(iv) In case of earthwork, the variation limit of 25% shall apply to the gross quantity of earthwork items and variation in the quantities of individual classifications of soil shall not be subject to this limit.</p> <p>(v) As far as Standard Schedule of Rates (SSOR) items are concerned, the variation limit of 25% would apply to the value of SSOR schedule(s) as a whole and not on individual SSOR items. However, in case of Non Standard Schedule of Rates (SSOR) items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).</p> <p>Valuation of Variations: The enlargements, extensions, diminution, reduction, alterations or additions referred to in Sub-Clause (2) of this Clause shall in no degree affect the validity of the contract; but shall be performed by the Contractor as provided therein and be subject to the same conditions, stipulations and obligations as if they had been originally and expressively included and provided for in the Specifications and Drawings and the amounts to be paid there for shall be calculated in accordance with the accepted Bill(s) of Quantities. Any extra items/quantities of work falling outside the purview of the provisions of Sub-Clause (2) above shall be paid for at the rates determined under Clause-39 (GCC) of these Conditions.</p>
6.47	<p>FORCE MAJEURE CLAUSE:</p> <p>If at any time, during continuance of this Contract, the performance in whole or part, by either party, of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, act of the public enemy, Civil Commotion, Sabotage, Fires, Floods, Earth quakes, Explosions, strikes, epidemics/pandemics, Quarantine restrictions, lockouts, any statute, statutory rules, regulations, order of requisitions issued by any Government Department or Competent Authority or acts of God (here-in-after referred to as event) then provided notice of the happening of any such event is given by either party to the other within thirty days from the date of occurrence thereof neither party shall by reason of such event be entitled to terminate this Contract nor shall either party have any claim for damage against the other in respect of such</p>

	<p>non-performance or delay in performance, and works under the Contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of Engineer as to whether the works have been so resumed or not shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.</p>
6.48	<p>COMPLETION PERIOD:</p> <p>The entire Installation, Testing & Commissioning, as well as integration of the entire system shall be completed within as per NIT from the date of issue of Letter of Acceptance.</p> <p>The tenderer shall submit along with his tender document, a tentative scheme as to how the tendered work will be executed by him in the time frame.</p> <p>Time is the essence of the contract. With a view to complete the entire work as per NIT, the contractor is required to observe the timely supply of materials and submit detailed schedule (along with PERT/Bar chart etc.) within a month from date of issue of LOA. The materials shall be supplied/made available in phase manner as work progresses. Contractor is required to ensure that work progresses as per submitted time schedule.</p> <p>The contractor should depute skilled technicians, supervisors and engineers as per provisions of this tender document.</p>
6.49	<p>STORES TO BE SUPPLIED BY CONTRACTOR:</p> <ul style="list-style-type: none"> (i) All materials mentioned in the schedule of material and works required for the execution of the contract, shall be arranged and supplied by the Contractor as to realize the end objective. (ii) The material mentioned in the schedule shall be supplied in the stores of the Consignee's site as per instruction of Engineer In charge. (iii) The material required for work at site will be issued to the contractor by Consignee. The transportation of material from stores of Consignee's to site of work will be the responsibility of contractor. (iv) The contractor will be responsible for the safety of the material at site from the date of issue to the date of commissioning of the system. (v) Consignee will keep record of material on day-to-day basis in summarized form and shall convey monthly position of material (supplied and installed by the contractor) to the engineer in charge of the work.
6.50	<p>TECHNICAL DOCUMENTS TO BE PROVIDED:</p> <ul style="list-style-type: none"> i) Detailed technical description and design of the systems offered along with manuals. ii) Detailed Operating Instructions of the systems offered, along with manuals. iii) Details of test accessories, test and measuring instruments required. Test facilities required for the installation, testing & commissioning maintenance of the system along with a write-up of testing and troubleshooting procedures. iv) Location & Connectivity diagram of each station/location, showing all equipments.
6.51	<p>PROGRAMME OF WORK EXECUTION:</p> <ul style="list-style-type: none"> (i) Time is the essence of this contract and time schedule shall be strictly adhered to. The entire work as per the Contract will have to be completed within as per NIT, from the Date of issue of Letter of Acceptance, on a progressive basis. The Tenderer will be responsible for progress of work on progressive basis from the date of issue of acceptance letter. Since the progress of the work is critically related to

	<p>the supply of material by the contractor, he will be responsible to supply of duly inspected materials etc. on a progressive basis, so that entire work can be completed within stipulated time progressively.</p> <p>(ii) Tenderer shall employ sufficient technical, non-technical manpower and labour to complete the work within specific time frame and to the entire satisfaction of Engineer in-charge.</p> <p>(iii) The Contractor is expected to have worked out a detailed program for execution of the work well before issue of "Letter of Acceptance", by Railway. Within 15 days of the date of issue of the LOA Contractor shall commence the work by way of submitting a Detailed Time and Activity Schedule for the execution of work aiming at completing the entire work within the stipulated completion time. The schedule shall thereafter be approved by the Engineer-In-Charge normally within 5 working days.</p> <p>(iv) Railway reserves the right to modify the schedule while approving the same as well as at any stage during execution if situation so warrants. Once approved, in the event of any slippage from the time schedule especially when resulting into time over-run of the work the contractor shall submit revised schedule duly justifying the circumstances without any delay. The revised schedule shall be approved by the Engineer-In-Charge only when considered justified in his opinion otherwise it will attract penal action on the contractor as per provision of this contract.</p> <p>(v) Progress Reporting The contractor shall submit to Railways at his own cost periodic progress reports at regular intervals regarding the state and progress of work. The details and pro-forma of the report will mutually be agreed after award of the Contract. Such reports shall be for weekly work progress (man power, equipment and work development) and monthly progress review reports. All actions as directed by Railway' representative to such reports shall be promptly attended to by Contractor. The Engineer-in-Charge shall also conduct monthly meetings with the contractor to assess and review the programmed works. The action proposed to progress the work as planned, difficulties, assistance required etc. shall be clearly brought out and remedial action taken. The minutes of these meetings shall be jointly signed by Railway and contractor.</p>
6.52	<p>DEDUCTION OF TAXES: Railways will deduct GST, Income Tax, surcharge on Income Tax, education cess, cess of cost of work for Building construction and other Workers Act 1996 and any other tax as applicable at the time of making payments. Wherever the law makes it statutory for the purchaser to deduct any amount towards any tax on works contract, the same will be deducted and remitted to the concerned authority. The Contractor and all personnel employed by him shall pay such taxes like Income Tax as are payable under statutory laws of India and the Railways will not accept any liability for the same. In terms of provisions of finance act and income tax act enforce deduction of income tax, surcharge & cess at source shall be made from the contractor / sub-contractor and the amount so deducted may be credited to the Central Government. All other statutory deductions, such as labour, GST, works contract tax etc., at the rates as applicable at the time of payment, shall be made both from on account bills as well as final bills as per rules in force.</p>
6.53	<p>DEDUCTION FROM ON ACCOUNT BIILLS: All costs, damages or expenses, which Railways may have paid or incurred, which under the provisions of contract are Contractor's obligations will be deducted by</p>

	Railways from progressive payment Bills/Invoice of Contractor, as and when it is understood that such expenses has been incurred or paid for. All such claims of Railways shall, however, be duly supported by appropriate and certified vouchers, receipts or explanations as are available to enable the Contractor to identify such claims.
6.54	POLICE VERIFICATION OF CONTRACTUAL LABOURERS: Police Verification of Contractual Labourers deployed for execution of this work is compulsory and it will be the responsibility of the contractor to get this verification done.

For Divisional Railway Manager (S&T)
Mumbai Central, Mumbai - 400008,
For and on behalf of President of India

Chapter-7
VARIOUS FORMAT AND PROFORMA

TENDER NO.

REQUISITION-CUM-RECEIPT FOR THE MATERIAL

Requisition-cum-receipt for the material

Sr. No. _____

Date:

(A) Please arrange to supply the bearer _____

Description of materials required

Qty	Nos.	in words	in figures

_____ at (place of supply) _____ Station _____ for sub-section between Km. _____ to Km. _____ against Contract no. _____

Signature of the
Contractor/Contractors

(Specimen signature)

(B) _____ Received the _____ above material Qty. _____ (fig)
_____ as mentioned above.

On _____ received in good condition and I/We undertake the responsibility for replacement / payment of/ for the same as shall be deemed fit by the Railway in terms of Special Conditions

Station:

Signature of the Contractor(s)

Date:

INDEMNITY BOND

Indemnity Bond for safe custody of Railway material to be supplied to
M/s. _____ under _____ Tender
no. _____

We, M/s. _____ (hereinafter called the Contractor) do hereby undertake that we shall hold in our custody for and on behalf of the President of India acting in the premises through the General Manager, Western Railway or for him all Railway materials which have been handed over to us against the contract for Tender no. _____ dtd. _____ for the work of

“ _____ ” by the Railway for the purpose of execution of the said contract until such time the materials are duly installed and/or erected or otherwise handed over to the Railway.

We shall be entirely responsible for the safe custody and protection of the said materials against all risk till they are duly delivered as installed and/or erected equipment to the Railway or as directed otherwise and shall indemnify the Railway against any loss, damage or deterioration whatsoever in respect of the said materials. Any Officer authorized by the General Manager, Western Railway or his nominee shall at all time open the said materials to Inspection.

Should any loss, damage or deterioration of materials occur or surplus materials disposed off and a refund becomes due, the Railway shall be entitled to recover from us the full cost and compensation determined in terms of the contract for such loss or damage, if any, along with the amount to be refunded without prejudice to any other remedies available to him by deduction from any sum due or any sum which at any time thereafter becomes due to us under the said or any other contract.

In the event of any loss or damage as aforesaid the assessment of such loss or damage and the assessment of the compensation there for would be made by the President of India acting through the General Manager, Western Railway or his authorized nominee shall be final and bind upon us.

Signed at _____

on this day of _____

Signature of Witness: _____

for & on behalf of _____

M/s. _____

Name of Witness in

BLOCK LETTERS

ADDRESS:

PROFORMA FOR BANK GUARANTEE BOND

The President of India,
Acting Through the
Senior Divisional Finance Manager,
Mumbai Central, Mumbai-400 008.
Western Railway

1. In consideration of the President of India (hereinafter called "the Government") having agreed to accept from.....(hereinafter called "the said contractor/s"), under the terms and conditions of an Agreement/Acceptance letter datedmade between.....and

.....(hereinafter called "the said Agreement") the Performances Guarantee for the due fulfillment by the Contractor/s of the terms and conditions in the said Agreement on production of Bank Guarantee for Rs.....(Rupees.....only) we,.....(indicate the name of Bank thereafter referred to as "the Bank") at the request ofcontractor/s do hereby undertake to pay the government an amount not exceeding Rs.....against any loss or damage caused to or suffered by or would be caused to or suffered by the Government by reason of any branch by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

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

3. We undertake to pay to the Government any money so demanded notwithstanding any dispute or dispute raised by the contractor/s/supplier(s) in any suit or proceeding pending before any Court or Tribunal relating thereto liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s)/supplier(s) shall have no claim against us for making such payments.

4. We..... (indicate the name of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement, including Maintenance/Warranty Period, and that it shall continue to be enforceable till the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharge or till _____ office/Department. Ministry of Railway certifies that the terms and conditions of the Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharged this guarantee, unless a demand or claim under this guarantee is made on us in writing on or before thewe shall discharge from all liability under this guarantee thereafter.

5. We..... (indicate the name of the bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone from any time or from time to time any of the powers exercisable by the Government against the said contract and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, extension being granted to the contractor/s for any forbearance act or commission on the part of the Government or indulgence by the Government to the said contractor/s or such

any matter or thing whatsoever which under the law relating to sureties would , but for this provision, have effect of so relieving us.

6. This Guarantee will not be discharge due to the change in the constitution of the bank or the Contractor(s)/Suppliers(s)

7. We..... (Indicate the name of Bank).....undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Date this.....day of2023.

For
(Indicate the name of Bank)

Signature of Tenderer

for Divisional Railway Manager (S&T)
Mumbai Central, Mumbai – 400008,
for and on behalf of President of India.

**STATEMENT OF DEVIATIONS
PROFORMA FOR STATEMENT OF DEVIATIONS**

1. The following are the particulars of deviations from requirement of the instructions to Tenderers, General Conditions of contract, Special Condition of Contract and requirement of the technical specification.

1.1 General Instructions to Tenderers & Standard Conditions of Contract

CLAUSE	DEVIATION	REMARKS (INCLUDING JUSTIFICATION)
--------	-----------	--------------------------------------

1.2 General Conditions of Contract& Tender Forms

CLAUSE	DEVIATION	REMARKS (INCLUDING JUSTIFICATION)
--------	-----------	--------------------------------------

1.3 Special Conditions

CLAUSE	DEVIATION	REMARKS (INCLUDING JUSTIFICATION)
--------	-----------	--------------------------------------

2. The following are the particulars of deviations from requirement of the technical specifications

(Separate Statement for each specification)

CLAUSE	DEVIATION	REMARKS (INCLUDING JUSTIFICATION)
--------	-----------	--------------------------------------

Note Where there is no deviation, the statement should be returned duly signed with an endorsement indicating no deviations.

Signature of Tenderer(s)

TECHNICAL CREDENTIALS

(Only for the successfully completed or substantially completed similar work / works)

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

Tenderer shall also enclose relevant certificate/documents issued by concerned authority in this regard.

Note:

- i. Tenderer should upload minimum three format-5 for (a) or two format-5 for (b) or one format-5 for (c) respectively.
- ii. Tenderer should ensure that these works are of similar nature works as mentioned in Para 2.2 of Chapter -2 (Special Condition).

1. Name of work	:-
2. Contract awarding Authority.	:-
3. Contact agreement No.	:-
4. Name of the firm	:-
5. Date of award	:-
6. Original value of contract	:-
7. Original date of completion.	:-
8. (a) Whether work has been physically completed	:-
(b) Actual date of completion	
9. Final value of contract	:-
10. Whether worked as a main contractor	:-
11. Whether worked in the individual capacity or in a joint venture.	:-
12. If the work was executed as a joint venture firm, the share of each partner to be given.	:-
13. Brief scope of work	:-

TURNOVER

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

NAME OF BIDDER/JV PARTNER:

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

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

SEAL AND SIGNATURE OF THE BIDDER

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

(Signature of Chartered Accountant)

Name of CA: _____

Registration No: _____

(Seal)

FORMAT - 7

WORK EXPERIENCE

List of Works completed

Description of Work	Organization for whom work executed	Approx. value of contract at the time of award	Date of award	Date of scheduled completion of work	Date of actual completion		Final value of contract
					Start	Completion	

List of Works in Hand

Description of work	Contract Value	Approx. value of balance work yet to be done	Date of Completion of Balance including extension granted

NEFT / RTGS MANDATE FORM

FROM:

Date:

Sub: Willingness to Receive Payment through NEFT / RTGS System.

We refer to the National Electronic Fund Transfer (NEFT) System for remittance of our payment using NEFT / RTGS SCHEME and confirm that we are agreeable to our payments being made through the above scheme to our under noted Account:

NAME OF ORGANISATION AND ADDRESS :

IFSC CODE :

MICR CODE :

BANK NAME :

BRANCH NAME :

BANK ADDRESS :

BRANCH TELE/FAX NO. :

ACCOUNT (CORE BANKING SYSTEM) NO. :

TYPE OF ACCOUNT :

We have agreed to accept all the terms and conditions of Electronic Fund Transfer System, as enclosed herewith. A Xerox copy of the cheque leaf is attached herewith for necessary action at your end.
Encl: As stated above.

**Signature and Stamp
Confirmed by Bank**

Certificate of no relative being an employee of Western Railway

I/We the under signed hereby solemnly declare and certify that I/ We do not have any of our relative/relatives employed in the western railway (Signal and Telecom department) except the names mentioned herein under:

1.....

2.....

3.....

and so on

Note:- Names , Designation , Name of office, Headquarter of the tenderer's relative in western railway (Signal and Telecom Department) to be mentioned by the tenderer/ tenderers in 1,2, 3 and so on above.

Signature of Tenderer / Tenderers

Certificate of Information regarding Employment/Partnership etc. of Retired Railway Employees with the tenderer

TABLE-A

S No.	Information Sought	Whether 'Yes' or ' No'
1.	Is any retired Railway Engineer/Gazetted officer associated with the firm as detailed vide para 16(a) of GCC, April- 2022.	

Note: If the answer is 'Yes' above, comply the condition as per para 16(a) of part I of GCC, April 2022 as per Table-'B' below. If the space is left blank in Table "A" it will presumed as 'NO' by Default.

TABLE-B

Sl.No	Name	Type of association with the tenderer	Date of Retirement from the service	Post held at the time of retirement	Particulars of permission taken for association with the tenderer	Any other information linked with para 16(a) of part I of GCC, April-2022

If answer is 'Yes' in Table 'A', details at Table-'B'; is not entered, the tender offer shall be rejected.

SIGNATURE OF TENDERER WITH STAMP

FORMAT-13**CHECKLIST OF ITEMS TO BE COMPLIED BY THE TENDERERS WHILE SUBMITTING THE OFFER**

Name of Tenderer:

Name of Work:

Sr. No.	Description of Item	Chapter/Clause of Tender Document	Compliance (Yes/No/Not Applicable)	Remarks if any
1.	Have you paid the required Bid Security in prescribed and acceptable form as instructed on www.ireps.gov.in Note:- In case Bid Security are not paid in cash through e-payment gateway or not submitted Bid security as Bank Guarantee Bond as per Annexure-IV , the offer will be summarily rejected.	As per NIT, Clause 6 of Tender Form (Second Sheet) & Clause 5.1		
2.	<u>Single Packet System:</u> Have you submitted bid online at E-Tender portal on IREPS. Note:- With bid the tenderer will upload scanned copies of documents online at E-Tender portal on IREPS while submitting their offer. OR <u>Two Packets System:</u> Have you submitted two bids (i.e. Technical Bid & Financial Bid) online at E-Tender portal on IREPS. Note:- (a) With bids the tenderer will upload scanned copies of documents online at E-Tender portal on IREPS while submitting their offer. (b) The Documents submitted with Technical Bid should under no circumstances contain the rates offered or financial implications of any deviation from tender conditions; otherwise the tender shall be summarily rejected for non-compliance. (c) The offer of rates and/or any information connected with rates/financial implications must be quote online at E-Tender portal on IREPS with Financial Bid only.	Clause - 2.15		
3.	Have you attached the Tender form (First Sheet) duly filled & signed by the contractor & Witnesses?	Chapter - 1		
4.	Have you attached the Tender form (Second Sheet) duly signed by the contractor?	Chapter - 1		
5.	Have you submitted covering letter signed & complete in all respect. Giving details of the firm like Name, Type of Firm (Pvt. Ltd., Partnership, JV etc.), Complete Address with PIN code, Contact details with E-mail ID etc.?	Clause - 5.6		
6.	Have you furnished the credentials to establish the eligibility? The documents required for ascertaining Technical & Financial capability as Specified in Clause 5.2 & 5.3. Tenderer should also submit Format 5 & 6 along with required Annexure.	Clause 5.2 & 5.3		

Sr. No.	Description of Item	Chapter/Clause of Tender Document	Compliance (Yes/No/Not Applicable)	Remarks if any
6.1a	Have you furnished Completion Certificate(s) regarding meeting Technical Eligibility Criteria for successful completion of Similar work in the last seven financial years, ending last day of month previous to the one in which tender is invited, from the executive of user Railway? (with contact details of FAX, phone and E-Mail of issuing authority)	Clause 5.2.1 & 5.3		
6.1b	Have you submitted duly filled & signed copies of Format – 5 for completed Works to certifying Technical eligibility criteria? This Form should be accompanied with certificate from user Railways.	Format - 5		
6.2a	Have you furnished supporting documents for meeting Financial Eligibility Criteria? Certificates to this effect which should be submitted requisite information as per Format-6 along with copies of Audited Balance Sheets duly certified by the Chartered Accountant / Certificate from Chartered Accountant duly supported by Audited Balance Sheet. (with contact details of FAX, phone and E-Mail of issuing/certifying authority)	Clause - 5.2.2(a)& 5.3		
6.2b	Have you furnished the details of year-wise contractual payment received during the last three/four financial years on FORMAT-6 duly verified by Chartered Accountant regarding meeting Eligibility Criteria in average annual contractual turnover?	Format - 6		
6.3	Have you furnished the details of existing commitments and balance amount of ongoing works with you, as per the Format-8 .	Format - 8		
7.	Have you submitted a copy of certificate stating that we are not liable to be disqualified and all our statements/documents submitted along with bid are true and factual.	Clause - 11 of Tender Form (Second Sheet) & V(A)		
8.	Have you enclosed a declaration that the tenderer accept all the terms and conditions of Railways? In case of deviations, have you furnished "Statement of Deviations" as per Format-4 ?	Clause – 5.6(m) Format - 4		
9.	Have you furnished Certified copy of JV agreement (MoU) ?(In case of offer is from JV firm)	Clause 14, 15 & 17 of Tender Form (Second Sheet)		
10	Have you submitted all the supporting legal Documents in Case of Partnership Firms, JV, LLP etc.? (Like Partnership Deed, Power of Attorney, Articles of Association etc.)	Clause no. 14. 15, 17& 18 of Tender Form (Second Sheet)		
11.	Have you submitted Technical Specification & Literature of the equipment and sub- systems offered along with brief outline (along with diagrams and drawings, description of the equipment and specifications)?			

Sr. No.	Description of Item	Chapter/Clause of Tender Document	Compliance (Yes/No/Not Applicable)	Remarks if any
12.	Have you quoted rates as percentage above / below /at par the Railways estimated grand total, online at E-Tender portal on IREPS?	Clause – 5.9		
13.	Have you submitted NEFT/RTGS Mandate Form?	Clause – 5.6(n) Format - 9		
14.	Have you submitted a Certificate no relative being as Employee of Western Railway?	Clause – 5.4(viii) Format - 10		
15.	Have you submitted a Certificate of Information regarding Employment/ Partnership etc. of Retired Railway Employee with the tenderer?	Clause – 5.4(viii) Format - 11		
16.	List of Personnel, Organization available on hand and proposed to be engaged for the subject work.	Clause 5.6(g)		
17.	List of Plant & Machinery available on hand (own) and proposed to be inducted (own and hired to be given separately) for maintenance support of the system.	Clause 5.6(j)		
18.	Details of set up/technical know-how available with the Tenderer for execution of work and testing/ trouble shooting/ repairing of equipments under warranty.	Clause 5.6(k)		
19.	Have you signed on all the pages of the documents attached with the bid.			
20.	Have you attested all the corrections/ over writings made by in the attached documents.			

Signature of the Tenderer

Annexure-III

LCDA No.(18 DIGIT IPAS GENERATED NO.)

Dated: _____

DOCUMENT OF AUTHORIZATION

Reference: (i) Works Contract No. _____ Dated _____

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

This document is issued against contract No. _____ (From IREPS) _____ Dated _____ for work of
 -----(DISCRIPTION OF WORK FROM IREPS)-----.

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

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

S.No.	Invoice No.	Invoice date	Invoice Amount(INR)	LCDA No.	LCDA Date	Amount paid(INR)
Total Paid						

THIS PAYMENT:- _____

LC BALANCE AFTER THIS PAYMENT: _____

(Signature of authorized Railway authority)

Name
 Designation
 Official Seal

Annexure-IV

Bid Security

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

Name of the Bank: -----

President of India,

Acting through,

..... Railway,

Beneficiary: Railway

Date:

Bank Guarantee Bond No.:

Date: -----

In consideration of the President of India acting through----- (**Designation & address of Contract Signing Authority**),..... Railway,, (here in after called "The Railway") having invited the bid for through Notice inviting tender (NIT) No., we have been informed that
[**Insert name of the Bidder**]..... (**here in after called "the Bidder"**) intends to submit its bid (hereinafter called "the Bid") .

WHEREAS, the Bidder is required to furnish Bid Security for the sum of [**Insert required Value of Bid Security**], in the form of Bank Guarantee, according to conditions of Bid.

AND

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

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

8. The expressions Bank and Railway herein before used shall include their respective successors and assigns.
9. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the Railway. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.
10. The Bank hereby confirms that it is on the SFMS (Structured Financial Messaging System) and shall invariably send the advice of this Bank Guarantee to the following bank details: -

IFSC CODE	SBIN00RAIL
IFSC TYPE	BRANCH
BANK NAME	STATE BANK OF INDIA
BRANCH NAME	RAIL
CITY NAME	NAVI MUMBAI
ADDRESS	SECTOR-11, CBD BELAPUR, NAVI MUMBAI
DISTRICT	NAVI MUMBAI
STATE	MAHARASHTRA
BG ENABLED	YES

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

Date

.....

Place.....

Bank's Seal and authorized signature(s)

[Name in Block letters]

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

[P/Attorney] No.

Witness:

1 Signature, Name & Address & Seal

2 Signature, Name & address & Seal

Bank's Seal

*[P/Attorney]*No.

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

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

(It is mandatory to submit this certificate with bid for all tenders, otherwise bid will be summarily rejected)

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

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

certify that I/we fulfill all the requirements in this regard and am/are eligible to be considered
(evidence of valid registration by the competent authority is enclosed)

SEAL AND SIGNATURE
OF THE TENDERER

Place:

Dated:

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

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

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

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

SEAL AND SIGNATURE
OF THE CONSTITUENT FIRM/CONSTITUENT PARTNER

Place:

Dated:

END OF DOCUMENT