

# CENTRAL RAILWAY



**E-Tender No: -BB.LG.W.KOPR.2026.01**

**For**

**Repair and reconditioning of 2 Nos. Escalator of Kopar Railway Station.**

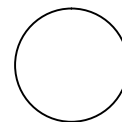
Tender issued by:

**Senior Divisional Electrical Engineer,  
(General Service), Central Railway,  
Mumbai CSMT.**

Tender issued to: -

**M/s.** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Book No.



**INDEX****E-Tender No: - BB.LG.W.KOPR.2026.01**

<b>S. No.</b>	<b>Description</b>	<b>Page No.</b>
1.	Check List	2
2.	Tender Notice	3
3.	Preamble and Scope of work	4-12
4.	Tender offer letter	13
5.	Chapter – I Instructions to tenderers and condition of tendering	14-30
6.	Chapter – II, Special Conditions of contracts	31-48
7.	Chapter – III Prices and payments	49-51
8.	Chapter – IV Explanatory Notes to tender schedule	52-60
9.	Chapter – V Schedule of quantity and Rates	61-62
10.	Chapter – VI Forms of Tender etc.	63-77

### CHECK LIST

FOR DOCUMENT TO BE SUBMITTED BY THE TENDERER FOR TENDER ALONG WITH THE OFFER. OFFERS WITHOUT THESE DOCUMENTS WILL BE SUMMARILY REJECTED: -

SN	MANDATORY DOCUMENTS
1	BID SECURITY as per clause 1.10 of Chapter-I of this Tender Document. (As per Clause No 5 of uploaded GCC April 2022.)
2	Annexure-V (A) (As per Chapter VI of this Tender Document / As per ACS no.2 of GCC April 2022) Annexure-V (A) shall be submitted by the each member of a Partnership Firm / Joint Venture (JV) / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. as the case may be.
3	PAN CARD
4	GST Registration Certificate
5	<b>The tenderer shall clearly specify whether the tender is submitted on his own (Proprietary Firm) or on behalf of a Partnership Firm / Company / Registered Society / Registered Trust / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. The tenderer(s) shall enclose the attested copies of the constitution of their concern as applicable mentioned below:</b>
a	<b>Sole Proprietor</b> – An undertaking on suitable stamp paper to this effect clearly mentioning PAN number.
b	<b>HUF:</b> (i) A copy of notarized affidavit on Stamp Paper declaring that he who is submitting the tender on behalf of HUF is in the position of ‘Karta’ of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF.
c	<b>Participation of Partnership Firms in works tenders:</b> (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 favor of the individual to tender for the work, sign the agreement etc. and create liability against the firm. (iii) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the bid ineligible or the contract shall be determined under Clause 62 of the Standard General Conditions of Contract.
d	<b>Company registered under Companies Act 2013</b> (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 Notarized Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company.
e	<b>LLP (Limited Liability Partnership):</b> If the tender is submitted on behalf of a LLP registered under LLP Act-2008, the tenderer shall submit along with the tender: (i) A copy of LLP Agreement (ii) A copy of Certificate of Incorporation (iii) A copy of Power of Attorney/Authorization issued by the LLP in favour of the individual to sign the tender on behalf of the LLP and create liability against the LLP (iv) An undertaking by all partners of the LLP that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were / are partners/members. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.
f	<b>Registered Society &amp; Registered Trust:</b> (i) A copy of the Certificate of Registration (ii) A copy of Memorandum of Association of Society/Trust Deed (iii) A copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust. (iv) A copy of Rules & Regulations of the Society
6	Valid Electrical Contractor License as per Clause 2.28 of Chapter II of this tender document.
7	Supporting documents for Technical Eligibility Criteria as per clause 11.1 of this tender document. (As per Clause 10.1 of GCC April 2022)
8	Financial Eligibility Criteria: as per clause 11.2 of this tender document. <b>The tenderers shall submit requisite information as per Annexure-VIB. The tenderer shall also submit copies of Audited Balance Sheets duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet.</b> (As per Clause 10.2 of GCC April 2022)
<b>The above checklist for mandatory documents to be included in tender form. Tenders without these documents will be summarily rejected.</b>	

CENTRAL RAILWAY

OFFICE OF THE SR. DEE (G) CSMT

SINGLE E-TENDER NOTICE No. 12/2026 OF 11.06.2026

The Senior Divisional Electrical Engineer (General Services) Central Railway, Annex Building, First Floor, Mumbai CSMT-400 001 **for and on behalf of President of India invites Single E-tender through website [www.ireps.gov.in](http://www.ireps.gov.in) from OEM. The time, date and submission are 14.00 hrs on 02.07.2026 and will be opened after 14.00 hours on same day.**

NAME OF WORK	Approximate Cost of the Work	Bid Security	Date of Opening	Validity	Completion Period
<b>Repair and reconditioning of 2 Nos. Escalator of Kopar Railway Station.</b>  <b>Tender No. BB.LG.W.KOPR.2026.01</b>	<b>Rs. 70,00,000/-</b>	<b>Rs.1,40,000/-</b>	<b>02.07.2026</b>	<b>60 Day</b>	<b>06 Month (C)</b>

**Instruction:**

1. Tender closing date & time of aforesaid tender: Upto 14.00 hours of **02.07.2026** and will be opened after 14.00 hrs and validity of offer is 60 days.
2. The prospective tenderers are requested to visit the website [www.ireps.gov.in](http://www.ireps.gov.in) for complete details of tenders & corrigendum, if any.
3. Tenderer may participate in above e-tender electronically through website [www.ireps.gov.in](http://www.ireps.gov.in) only & submission of manual offers against e-tender are not allowed. Manually, if submitted shall neither be opened nor considered.
4. For further enquiry, may contact: Senior Divisional Electrical Engineer (General Service), Annex Bldg., 1st floor, Central Railway, Mumbai CSMT.
5. This tender complies with Public Procurement Policy Order 2017 dated 15.06.2017.

(Shanti Lal)  
**Sr. Divisional Electrical Engineer,  
(General Service), Central Railway,  
Mumbai CSMT.**

## **PREAMBLE AND SCOPE OF WORK**

**TENDER NO: BB.LG.W.KOPR.2026.01**

- 1.0 NAME OF WORK: “Repair and reconditioning of 2 Nos. Escalator of Kopar Railway Station.”
- 2.0 SCOPE OF WORK: “Repair and reconditioning of 2 Nos. Escalator of Kopar Railway Station.”
- 3.0 APPROXIMATE COST OF THE WORK: - **Rs. 70,00,000/-**
- 4.0 TIME AND DATE OF CLOSING : - **Up to 14:00 Hrs on 02.07.2026**
- 5.0 TIME AND DATE OF OPENING : - **After 14:00 Hrs on 02.07.2026**
- 6.0 COMPLETION PERIOD : - **06 Months (C) including monsoon**  
The work should be started within 15 days from issue of LOA.
- 7.0 VALIDITY OF OFFER : - **60 days**
- 8.0 BID SECURITY : - **Rs. 1,40,000/-**
- 9.0 FOREIGN EXCHANGE:  
No foreign exchange and / or import license shall be released / provided to the Contractor in connection with this contract.

### **10.0 GENERAL**

1. All the works shall be carried out by the Contractor with tools and equipment arranged by the Contractor.
2. Water / electricity / transport shall be arranged by the Contractor at his own cost. The Purchaser shall not provide the same under any circumstances. The site for depot / workshop can be provided to the Contractor on his request.
3. The Contractor shall arrange at his own cost, all tools & plants, facilities required for erection, testing and commissioning of all the equipment in compliance with the respective specifications.
4. The schedule of rates and quantities enclosed should be read in conjunction with the explanatory notes given in the tender papers.
5. Conditional offer will not be considered.

### **11.0 ELIGIBILITY CRITERIA: - MINIMUM ELIGIBILITY CRITERIA OF TENDERER (Applicable for works costing more than Rs. 50 Lakh): -**

#### **11.1 Technical Eligibility Criteria:**

- (a) The tenderer must have successfully completed or substantially completed any of the following during last 07 (seven) years, ending last day of month previous to the one in which tender is invited.
  - (i) Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, **OR**
  - (ii) Two similar works each costing not less than the amount equal to 40% of advertised value of the tender, **OR**
  - (iii) One similar work each costing not less than the amount equal to 60% of advertised value of the tender.
- (b) (1) In case of tenders for composite works (e.g. works involving more than one distinct component, such as Civil Engineering works, S&T works, Electrical works, OHE works etc. and in the case of major bridges – substructure, superstructure etc.), tenderer must have successfully completed or substantially completed any of the following during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:
  - (i) Three similar works each costing not less than the amount equal to 30% of advertised value of each component of tender, **OR**

(ii) Two similar works each costing not less than the amount equal to 40% of advertised value of each component of tender, **OR**

(iii) One similar work each costing not less than the amount equal to 60% of advertised value of each component of tender.

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

- (b) (2) In such cases, what constitutes a component in a composite work shall be clearly predefined with estimated tender cost of it, as part of the tender documents without any ambiguity.
- (b) (3) To evaluate the technical eligibility of tenderer, only components of work as stipulated in tender documents for evaluation of technical eligibility, shall be considered. The scope of work covered in other remaining components shall be either executed by tenderer himself if he has work experience as mentioned in clause 7 of the Standard General Conditions of Contractor through subcontractor fulfilling the requirements as per clause 7 of the Standard General Conditions of Contract or jointly i.e., partly himself and remaining through subcontractor, with prior approval of Chief Engineer in writing.

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

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

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

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

#### **Similar nature of works**

**The contractor should have executed:**

**“Design, manufacture, supply, erection, testing and commissioning or AMC/CMC at Railway / Metro / Airports of heavy use passenger escalator in India.”**

#### **Note for Item 11.1**

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

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

## 11.2 **Financial Eligibility Criteria:**

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

V= Advertised value of the tender in crores of Rupees

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

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

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

## 11.3 **Bid Capacity: (Only for tender costing more than Rs. 20 crore)**

The tender/technical bid will be evaluated based on bid capacity formula detailed as Annexure-VI of GCC April 2022

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

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

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

### ***Explanation for above clause 11 including clause 11.1 to 11.5 - Eligibility Criteria:***

1. *Substantially Completed Work means an ongoing work in which payment equal to or more than 90% of the present contract value (excluding the payment made for adjustment of Price variation (PVC), if any) has been made to the contractor in that ongoing contract and no proceedings of termination of contract on Contractor's default has been initiated. The credential certificate in this regard should have been issued not prior to 60 days of date of invitation of present tender.*
2. *In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfillment of credentials.*
3. *If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfillment of credentials*
4. *In case of completed work, the value of final bill (gross amount) including the PVC amount (if paid) shall be considered as the completion cost of work. In case final bill is pending, only the total gross amount already paid including the PVC amount (if paid) shall be considered as the completion cost of work.  
In case of substantially completed work, the total gross amount already paid including the PVC amount (if paid), as mentioned in the certificate, shall be considered as the cost of substantially completed work.*
5. *If a bidder has successfully completed a work as subcontractor and the work experience certificate has been issued for such work to the subcontractor by a Govt. Organization or public listed company as defined in Note for Item 10.1 Para 10 of the Tender Form (Second Sheet), the same shall be considered for the purpose of fulfillment of credentials.*

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



## **12. TENDERER CREDENTIALS:**

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

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

(i) Certificates and testimonials regarding contracting experience for the type of job for which tender is invited with list of works carried out in the past.

(ii) Certificates which may be an attested Certificate from the client, Audited Balance Sheet duly certified by the Chartered Accountant etc. regarding contractual payments received in the past.

(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) Annexure-V:- "On IREPS Module, a facility has been already been created for online submission of Annexure-V. Same must be filled and submitted online on IREPS by firm at the time of submission of offer/Bid. In addition to Annexure-V (online on IREPS), in case of other than Company/Proprietary firm, Annexure - V(A) shall also be submitted by the each member of a Partnership Firm / Joint Venture (JV) / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. as the case may be. Non submission of a copy of certificate by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self-attested / digitally signed by which they/he are/is qualifying the Qualifying Criteria mentioned in the Tender Document. (As per Railway Board letter No. 2022/CE-I/CT/GCC Correspondence New Delhi, dated 14.05.2024).

(v) The Railway reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the Railway, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Railway shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the Railway thereunder.

(vi) (a) In case of any information submitted by tenderer is found to be false forged or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender Bid Security besides banning of business for a period of upto two years.

(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.

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

## **14.0 DOCUMENTS TO BE SUBMITTED ALONG WITH TENDER:**

**14.1** 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.

## **14.2 FOLLOWING DOCUMENTS SHALL BE SUBMITTED BY THE TENDERER:**

### **(a) SOLE PROPRIETORSHIP FIRM:**

(i) All documents in terms of Para 11 above.

(ii) In case a tenderer is participating as Sole Proprietor in a tender, it should be made mandatory for him to submit an undertaking on suitable stamp paper to this effect clearly mentioning PAN number also along with tender document at the time of submission of tender.

(Vide SDGM/CR (Vig.) letter no. VIG/EL/2022.03.01 dated 13.05.2022)

**(b) HUF:**

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

(ii) All other documents in terms of para 11 above.

**(c) PARTNERSHIP FIRM:** All documents as mentioned in para 18 of the Tender Form (Second Sheet) of GCC April 2022.

**(d) JOINT VENTURE (JV):** All documents as mentioned in para 17 of the Tender Form (Second Sheet) of GCC April 2022.

**(e) COMPANY REGISTERED UNDER COMPANIES ACT 2013:**

(i) The copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company.

(ii) A copy of Certificate of Incorporation.

(iii) A copy of Authorization / Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favor of the individual to sign the tender on behalf of the company and create liability against the company.

(iv) All other documents in terms of para 11 above.

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

(i) A copy of LLP Agreement.

(ii) A copy of Certificate of Incorporation.

(iii) A copy of Power of Attorney / Authorization issued by the LLP in favor of the individual to sign the tender on behalf of the LLP and create liability against the LLP.

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

(v) All other documents in terms of para 11 above

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

(i) A copy of the 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 11 above

**14.3** 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.

**14.4** 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.

**14.5** A tender from JV / Partnership firm etc. shall be considered only where permissible as per the tender conditions.

**14.6** 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.

**14.7** 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 favor of the specific person whether he/they be partner(s) of the firm or any other person, specifically authorizing him/them to sign the tender, submit the tender and further to deal with the Tender/ Contract up to the stage of signing the agreement except in case where such specific person is authorized for above purposes through a provision made in the partnership deed / Memorandum of Understanding / Article of Association / Board resolution, failing which tender shall be summarily rejected.

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

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

**14.8 The following documents are required to be submitted along with tender with offer:**

- (i) Certificate (Annexure-V(A) of GCC) (if applicable)
- (ii) Copy of GST registration number
- (iii) A copy of PAN Card
- (iv) BID SECURITY (as per clause 1.10.1 of Chapter-I of this Tender Document) / Bank Guarantee Bond
- (v) List of personnel along with their qualifications, trade certification / licenses, designation, available in organization and proposed to be engaged for the subject work.
- (vi) List of Plants & Machineries available on hand (own) and proposed to be inducted (own and hired to be given separately) for the subject work.
- (vii) Annexure VI B along with audited balance sheet.
- (viii) Work Completion Certificate from the controlling authorities of Govt./ Semi Govt. organization indicating value of work of similar nature carried out by the firm during qualifying period in support of para 11.0)
- (ix) List of works completed in the qualifying period giving description of work, organization for whom executed approximate value of contract at the time of award, payment received in the qualifying period date of award and date of scheduled completion of work. Date of actual start, actual completion and final value of contract should also be given as per Proforma –A attached in Chapter-VI. The certificate submitted by the tenderer should not be signed by an Officer below the rank of Executive Engineer of the concerned department.
- (x) List of ALL works on hand indicating description of work, contract value, and approximate value balance work yet to be done and date of award as per Proforma –B attached in Chapter-VI.
- (xi) The contractor shall fulfill valid Electrical Contractor License requirement as per IE Rule 1956 clause no-45. **Electrical Contractors license** shall be submitted along with the offer, failing which the offer will summarily be rejected.
- (xii) Any other documents the tenderer/s may like to submit in support of his / scheme.

**Note: (1) In case of items (x) & (xi) above,** supporting documents / certificates from the organizations with whom they worked / are working should be enclosed as per proforma A & B mentioned above.

**(2)** Tenderer should not quote any conditional offer, giving rebate for early finalization of their offer. Such conditional offer will be summarily rejected and no correspondence in this matter will be entertained.

**(3)** Tenderer may carefully note that their contract agreement for this work is liable to be terminated at any time later. In case any of the information furnished by them is found to be untrue / misleading or any adverse point comes to light subsequently. The decision of Railway in this regard shall be final and binding.

**(4)** For any additional information / clarification office of the Sr. DEE (G) CSMT may be contacted on any working day between 09.30 hrs to 17.30 hrs.

- 15. Make in India Policy:** Provisions of Make in India Policy 2017 issued by Govt. of India, as amended from time to time, shall be followed for consideration of tenders.  
 “This tender complies with Public Procurement Policy (Make in India) Order, 2017 – Revision dated 16/09/2020, issued by Department of Industrial Promotion and Policy, Ministry of Commerce, circulated vide Railway Board letter no. 2020/RS(G)/779/2/Pt.1 dated 25/09/2020 and amendments / revisions thereof.” The full details of the order can be seen at <http://dipp.nic.in/whats-new/publicprocurement-preference-make-india-order-2017>.  
 (Authority Railway Boards L. No. 2020/RS(G)/779/2/Pt.1 dated 25-09-2020)  
**Reciprocity Clause (d) of revised ‘Make in India’ policy (vide vide Railway Board letter no. 2015/RS(G)/779/5 dated 01.06.2021)**
- (i) “When a Nodal Ministry/Department identifies Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc. it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.”
  - (ii) Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry / Department, except for the list of items published by the Ministry / Department permitting their participation.
  - (iii) The stipulation in (ii) above shall be part of all tenders invited by the Central Government procuring entities stated in (i) above. All purchases on GeM shall also necessarily have the above provisions for items identified by nodal Ministry / Department.
  - (iv) State Govt. should be encouraged to incorporate similar provisions in their respective tenders.
  - (v) The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.
- 16. Permission to Bid for a bidder from a country which shares Land boundary with India:**  
 Any bidder from the countries sharing a land border with India will be eligible to bid in any procurement of works (including turnkey projects) only if the bidder is registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT), Government of India. For interpretation of this para, Department of Expenditure, Ministry of Finance, Government of India letter F.No.6/18/2019-PPD dated 23/07/2020 shall be referred.
- 17. Clarification of Bids:** To assist in the examination, evaluation & comparison and pre-qualification of the Tender, the Railway may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Railway shall not be entertained or considered. The Railway request for clarification and the response of the bidder in this regard shall be in writing.  
 However, if a Bidder does not provide clarification of its bid by the date and time communicated in the Railway request for clarification, the bid shall be evaluated as per the documents submitted along with the bid.
- 18. GENERAL CONDITION OF CONTRACT:**  
 Unless otherwise stated in the tender papers, contract shall be governed by the **Indian Railways Standard General Conditions of Contract (G.C.C.) April 2022** issued by Railway Board / Central Railway & applicable for Central Railway, copy of which is available, for reference in the office of the **Senior Divisional Electrical Engineer, (General Service) Mumbai CSMT** and soft copy can be accessed at [https://indianrailways.gov.in/railwayboard/uploads/directorate/civil\\_engg/pdf/2022/GCC\\_April-2022\\_2022\\_CE-I\\_CT\\_GCC-2022\\_POLICY\\_27\\_04\\_22.pdf](https://indianrailways.gov.in/railwayboard/uploads/directorate/civil_engg/pdf/2022/GCC_April-2022_2022_CE-I_CT_GCC-2022_POLICY_27_04_22.pdf). For block working in Mumbai division, rules/procedure stipulated in PDSR (Power Distribution & Subsidiary Rules) and G&SR (General & Subsidiary Rules) as applicable for Mumbai division shall be followed. Successful tenderer shall ensure himself & his staff for getting acquaintance of these rules and their compliance.

**19.0 ADDRESSES:**

Relevant addresses for specified purposes in connection with the tender are given below:

- 19.1 For Contract execution –**  
**Senior Divisional Electrical Engineer,**  
**(General Service) Mumbai CSMT,**  
Annex Building, 1<sup>st</sup> floor,  
Central Railway,  
Mumbai-400 001
- 19.2 For Security Deposit / BID SECURITY.**  
**Senior Divisional Finance Manager,**  
**Mumbai CSMT,**  
Annex Building, 4<sup>th</sup> floor,  
Central Railway,  
Mumbai-400 001

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## **OFFER LETTER**

**Tender No.: BB.LG.W.KOPR.2026.01**

**Name of Work: “Repair and reconditioning of 2 Nos. Escalator of Kopar Railway Station.”**

**To,**

**The President of India,  
Acting through the  
Sr. Divisional Electrical Engineer (General Service)  
Central Railway, Mumbai CSMT**

1. I/We \_\_\_\_\_ have read the various conditions to tender attached hereto and agree to abide by the said conditions. I/We also agree to keep this offer open for acceptance for a period of **60 days** from the date fixed for closing of the tender and in default thereof, I / We will be liable for forfeiture of my/our “Bid Security”. I/We offer to do the work for Central Railway, at the rates quoted in the attached bill(s) of quantities and hereby bind myself/ourselves to complete the work in all respects within **06 Months** from the date of issue of letter of acceptance of the tender.
2. I/We also hereby agree to abide by the Indian Railways Standard General Conditions of Contract, with all correction slips up-to-date and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by Railway in the annexed Special Conditions / Specifications, Standard Schedule of Rates (SSOR) with all correction slips up-to-date for the present contract.
3. A Bid Security of ₹ \_\_\_\_\_ has already been deposited online/ submitted as Bank Guarantee bond. Full value of the Bid Security shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if:
  - a) I/We do not submit the Performance Guarantee within the time specified in the Tender document;
  - b) I/We do not execute the contract documents within seven days after receipt of notice issued by the Railway that such documents are ready; and
  - c) I/We do not commence the work within fifteen days after receipt of order to that effect.
4. 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.

.....

Signature of Tenderer(s)

Date .....

Address of the Tenderer(s)

.....

**CHAPTER-I**

**INSTRUCTIONS TO**

**TENDERERS**

**&**

**CONDITIONS OF TENDERING**

## **CHAPTER-I**

### **INSTRUCTIONS TO TENDERERS AND CONDITIONS OF TENDERING**

<b>Para No</b>	<b>Subject</b>
1.1.0	.... Tender papers
1.2.0	.... Interpretations
1.3.0	.... Singular / Plural
1.4.0	.... Regulation for tender
1.5.0	.... Omissions & Discrepancies
1.6.0	.... Contractor's supporting documentation
1.6.1	.... Submission of documents
1.6.2	.... Tenderer's special conditions
1.6.3	.... Tender forms
1.7.0	.... Instructions for Tender submission
1.8.0	.... Inspection of site before tendering
1.9.0	.... Signing of tender
1.10.0	.... Bid Security and Security deposit
1.10.1	.... Bid Security
1.10.2	.... Interest of Bid Security
1.10.3	.... Security deposit
1.11.0	.... Performance Guarantee
1.12.0	.... Price Variation Clause (PVC)
1.13.0	.... Force Majeure Clause (GCC clause -17)
1.13.1	.... Extension of time in contracts (GCC clause 17-A)
1.13.2	.... Extension of time for delay due to contractor (GCC clause 17-B)
1.14.0	.... Illegal gratification
1.15.0	.... Quoting of rates
1.16.0	.... Erasure & alteration
1.17.0	.... Obligations to accept / reject
1.18.0	.... Deliberations
1.19.0	.... Retaining character of firm
1.20.0	.... Non compliance
1.21.0	.... Authority to accept tender
1.22.0	.... Execution of contract agreement
1.23.0	.... Completion
1.24.0	.... Employment of retired Railway employee
1.25.0	.... Participation of partnership firms in works tenders
1.26.0	.... Binding of Original offer
1.27.0	.... Submission of tender



## **CHAPTER-I**

### **REGULATION FOR TENDERS AND CONTRACTS FOR THE GUIDANCE OF ENGINEERS & CONTRACTORS FOR WORKS CONTRACTS MEANING OF TERMS**

#### **1.1.0 TENDER PAPERS:**

The instructions to Tenderers and conditions of Tendering, conditions of contract, prices and payment and explanatory notes, specifications, forms of tender, preamble shall hereafter be collectively referred to as the “Tender Papers”.

The intending tenderers are advised to study the tender papers carefully. The tenderer shall also acquaint himself with the local conditions, means of access to the site of work, nature of work and all other matters pertaining thereto.

The submission of tender shall be deemed to have been done after careful study and examination of the tender papers with a full understanding of the implications thereof.

#### **1.2.0 INTERPRETATIONS:**

These Instructions to Tenderers shall be read in conjunction with the Standard General Conditions of Contract which are referred to herein and shall be subject to modifications additions or suppression by special conditions of contract and/or special specifications, if any, annexed to the Tender Forms.

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

- (a) **“Railway”** shall mean the President of the Republic of India or the Administrative Officers of the Railway or Successor Railway authorized to deal with any matters, which these presents are concerned on his behalf.
- (b) **“General Manager”** shall mean the Officer-in-Charge of the general superintendence and control of the Zonal Railway/Production Units and shall also include Addl. General Manager, General Manager (Construction) and shall mean and include their successors, of the Successor Railway.
- (c) **“Chief Engineer”** shall mean the Officer in charge of the Engineering Department of Railway and shall also include the Chief Engineer (Construction), Chief Electrical Engineer, Chief Electrical Engineer (Construction), Chief Signal & Telecom Engineer, Chief Signal & Telecom Engineer (Construction), Chief Mechanical Engineer and shall mean and include their successors of the Successor Railway.
- (d) **“Divisional Railway Manager”** shall mean the Officer in charge of a Division of the Zonal Railway and shall mean and include the Divisional Railway Manager of the Successor Railway.
- (e) **“Engineer”** shall mean the Divisional Engineer or the Executive Engineer, Divisional Signal & Telecom Engineer, Divisional Electrical Engineer, Divisional Mechanical Engineer in executive charge of the works and shall include the superior officers, both Open Line and Construction organizations, of Engineering, Signal & Telecom, Mechanical and Electrical Departments, i.e. the Senior Divisional Engineer/Deputy Chief Engineer, Senior Divisional Signal & Telecom Engineer / Dy. Chief Signal & Telecom Engineer, Senior Divisional Electrical Engineer / Deputy Chief Electrical Engineer, Senior Divisional Mechanical Engineer and shall mean & include the Engineers of the Successors Railway.
- (f) **“Tenderer”** shall mean the person / the firm / co-operative or company whether incorporated or not who tenders for the works with a view to execute the works on contract with the Railway and shall include their representatives, successors and permitted assigns.
- (g) **“Limited Tenders”** shall mean tenders invited from all or some Contractors on the approved or select list of Contractors with the Railway.
- (h) **“Open Tenders”** shall mean the tenders invited in open and public manner and with adequate notice.
- (i) **“Works”** shall mean the works contemplated in the drawings and Bill(s) of Quantities set forth in the tender forms and required to be executed according to the specifications.

- (j) **"Specifications"** shall mean the Specifications for Materials and Works of the Railway as specified under the authority of the Ministry of Railways or Chief Engineer or as amplified, added to or superseded by special specifications if any, appended to the Tender Forms.
- (k) **Standard Schedule of Rates (SSOR)** shall mean the schedule of Rates adopted by the Railway, which includes-
  1. "Unified Standard Schedule of Rates of the Railway (USSOR)" i.e. the Standard Schedule of Rates of the Railway issued under the authority of the Chief Engineer from time to time, updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents;
  2. "Delhi Schedule of Rates (DSR)" i.e. the Standard Schedule of Rates published by Director General/ Central Public Works Department, Government of India, New Delhi, as adopted and modified by the Railway under the authority of the Chief Engineer from time to time, updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.
- (l) **"Drawing"** shall mean the maps, drawings, plans and tracings or prints there of annexed to the contract and shall include any modifications of such drawings and further drawings as may be issued by the Engineer from time to time.
- (m) **'Contractor's authorized Engineer'** shall mean a graduate Engineer or equivalent, having more than 3 years experience in the relevant field of construction work involved in the contract, duly approved by Engineer.
- (n) **Date of inviting tender** shall be the date of publishing tender notice on IREPS website if tender is published on website or the date of publication in newspaper in case tender is not published on website.
- (o) **"Bill of Quantities"** shall mean Schedule of Item(s) included in the tender document along with respective quantities.
- (p) **"Engineer's Representative"** shall mean the Assistant Engineer, Assistant Signal & Telecommunication Engineer and Assistant Electrical Engineer, Assistant Mechanical Engineer in direct charge of the works and shall include any Sr. Section/Junior Engineer of Civil Engineering/ Signal and Telecommunication Engineering/Mechanical Engineering/Electrical Engineering Departments appointed by the Railway and shall mean and include the Engineer's Representative of the Successor Railway.
- (q) **"Contractor"** shall mean the Person/Firm/LLP/Trust/Co-operative Society or Company whether incorporated or not who enters into the contract with the Railway and shall include their executors, administrators, successors and permitted assigns.
- (r) **"Contract"** shall mean and include the Agreement, the Work Order, the accepted Bill(s) of Quantities or Chapter(s) of Standard Schedule of Rates (SSOR) of the Railway modified by the tender percentage for items of works quantified, or not quantified, the Standard General Conditions of Contract, the Special Conditions of Contracts, if any; the Drawing, the Specifications, the Special Specifications, if any and Tender Forms, if any.
- (s) **"Constructional Plant"** shall mean all appliances or things of whatsoever nature required for the execution, completion or maintenance of the works or temporary works (as hereinafter defined) but does not include materials or other things intended to form or forming part of the permanent work.
- (t) **"Temporary Works"** shall mean all temporary works of every kind required for the execution completion and/or maintenance of the works.
- (u) **"Site"** shall mean the lands and other places on, under, in or through which the works are to be carried out and any other lands or places provided by the Railway for the purpose of the contract.
- (v) **"Period of Maintenance"** shall mean the specified period of maintenance from the date of completion of the works, as certified by the Engineer.
- (w) **'Contractor's authorized Engineer'** shall mean a graduate Engineer or equivalent, having more than 3 years experience in the relevant field of construction work involved in the contract, duly approved by Engineer.

### 1.3.0 SINGULAR / PLURAL:

Words importing the singular number shall also include the plural and vice versa where the context requires.

#### **1.4.0 REGULATIONS FOR TENDER:**

These Instructions to Tenderers shall be read in conjunction with the Standard General Conditions of Contract as amended at the time of acceptance of the tender and at the time of execution of the agreement mentioned in GCC clause 8 under Regulations for Tender and Contracts which are referred to herein and shall be subject to modifications additions or suppression by Special Conditions of Contract and/or Special Specifications, if any, annexed to the Tender Forms

#### **1.5.0 OMISSIONS & DISCREPANCIES:**

The tenderers shall not take any advantage of any misinterpretation of the conditions due to typing or any other error/omission and if any doubt, shall bring it to the notice of the Engineer without delay in case any contradictions, only the printed rules and books should be followed and no claim for the misinterpretation shall be entertained.

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

#### **1.6.0 CONTRACTOR'S SUPPORTING DOCUMENTATION**

##### **1.6.1 SUBMISSION OF DOCUMENTS: As para 14.0 of Preamble**

##### **1.6.2 TENDERER SPECIAL CONDITIONS:**

The tenderer should normally not stipulate any special conditions while submitting his tender. In such an eventuality, Central Railway reserves the right to summarily reject such tenders without assigning any reasons whatsoever. The tenderer should normally submit his tender in full conformity with the tender conditions of Central Railway, Mumbai. If any particulars are furnished by the tenderer in response to specific tender conditions, by which such particulars are required to be furnished at the tender stage, this shall not be treated as special conditions for the purpose of this para.

##### **1.6.3 TENDER FORM:**

The following documents form part of contract: -

- (a) Tender offers letter
- (b) Instructions to tenderers and conditions of tendering
- (c) Special Conditions of contracts
- (d) Prices and Payments
- (e) Explanatory Notes
- (f) Technical Specifications
- (g) Indian Railway's General Conditions of Contract (G.C.C.) April 2022 as amended at the time of acceptance of the tender and at the time of execution of the agreement mentioned in **clause 8** under Regulations for Tender and Contracts. (not attached to this tender documents, however, it can be referred as and when it is required in this office)
- (h) Schedule of Quantities and Rates
- (i) Forms of the Tender
- (j) List of approved suppliers

#### **1.7.0 INSTRUCTIONS FOR TENDER SUBMISSION:**

- (a) Subject to exemptions provided under para 5(1) (a) of Part-1 (ITT) of GCC, the tender must be accompanied by a Bid Security as mentioned in tender documents, failing which the tender shall be summarily rejected. The Bid Security shall be deposited either in cash through e-payment gateway or submitted as Bank Guarantee bond from a scheduled commercial bank of India or as mentioned in tender documents. The Bank Guarantee bond shall be as per **Annexure-VIA** and shall be valid for a period of 90 days beyond the bid validity period.

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

(c) If his tender is accepted,

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

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

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

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

#### 1.8.0 INSPECTION OF SITE BEFORE TENDERING:

Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works.

#### 1.9.0 SIGNING OF TENDER:

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

The Railways will not be bound by any Power of Attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. Railway may, however recognize such Power of Attorney and changes after obtaining proper legal advice, the cost of which will be charged to the Contractor.

#### 1.10.0 BID SECURITY:

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

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

**Note:** (i) The Bid Security shall be rounded off to the nearest Rs.100/-. This Bid Security shall be applicable for all modes of tendering.

(ii) Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of Bid Security detailed above.

(iii) Labour Cooperative Societies shall submit only 50% of above Bid Security detailed above.

b) It shall be understood that the tender documents have been issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Engineer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the Railway.

- c) If his tender is accepted this Bid Security mentioned in sub clause (a) above will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract. The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.
- 2. The Bid Security shall be deposited either in cash through e-payment gateway or submitted as Bank Guarantee bond from a scheduled commercial bank of India or as mentioned in tender documents. **The Bank Guarantee bond shall be as per Annexure-VIA and shall be valid for a period of 90 days beyond the bid validity period.**
- 3. In case, submission of Bid Security in the form of Bank Guarantee, following shall be ensured:
  - i. A scanned copy of the Bank Guarantee shall be uploaded on e-Procurement Portal (IREPS) while applying to the tender.
  - ii. **The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document before closing date for submission of bids. (i.e. excluding the last date of submission of bids.)**
  - iii. Non submission of scanned copy of Bank Guarantee with the bid on e-tendering portal (IREPS) and/or non submission of original Bank Guarantee within the specified period shall lead to summary rejection of bid.
  - iv. The Tender Security shall remain valid for a period of 90 days beyond the validity period for the Tender.
  - v. The details of the BG, physically submitted should match with the details available in the scanned copy and the data entered during bid submission time, failing which the bid will be rejected
  - vi. The Bank Guarantee shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification **“Bid for the \*\*\*\*\* Project”** and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of the envelope.
  - vii. The envelope shall be addressed to the officer and address as mentioned in the tender document.
  - viii. If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

#### 1.10.2 INTEREST ON BID SECURITY:

No interest on Bid Security will be paid by Senior Divisional Finance Manager, Central Railway, Mumbai CSMT. Further, Senior Divisional Finance Manager, Central Railway, Mumbai CSMT are not responsible for loss of any interest in case of the Fixed Deposit Receipt for any reasons.

#### 1.10.3 SECURITY DEPOSIT: -

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

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

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

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

#### **1.10.4 REFUND OF SECURITY DEPOSIT:**

Security Deposit mentioned in above clause shall be returned to the Contractor along with or after, the following:

- (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 period as per clause 50. (1) of GCC, in case applicable.

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

**1.10.6 No interest shall be payable** upon the Bid Security and Security Deposit or amounts payable to the Contractor under the Contract, but Government Securities deposited in terms of Sub-Clause 16.4)(b) of this clause will be payable with interest accrued thereon.

#### **1.11.0 PERFORMANCE GUARANTEE (P.G.)**

The procedure for obtaining Performance Guarantee is outlined below:

- a. The successful bidder shall have to submit a Performance Guarantee (PG) within 21 (Twenty one) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 21 (Twenty one) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 21(Twenty one) days, i.e. from 22<sup>nd</sup> day after the date of issue of LOA. Further, if the 60<sup>th</sup> day happens to be a declared holiday in the concerned office of the Railway, submission of PG can be accepted on the next working day. In all other cases, if the Contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated. In case contract is terminated railway shall be entitled to forfeit Bid Security and other dues payable to the contractor against that particular contract, subject to maximum of PG amount. In case a tenderer has not submitted Bid Security on the strength of their registration as a Startup recognized by Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect.

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

- b. The successful bidder shall submit the Performance Guarantee (PG) amounting to 5% of the original contract value **and Additional Performance Guarantee as per clause 16(4)(h)** in any of the following forms
  - (i) A deposit of Cash;
  - (ii) Irrevocable Bank Guarantee;
  - (iii) Insurance Surety Bond as per Annexure-XVII.

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

- (iv) Government Securities including State Loan Bonds at 5% below the market value;
- (v) Pay Orders and Demand Drafts tendered by any Scheduled Commercial Bank of India;

- (vi) Guarantee Bonds executed or Deposits Receipts tendered by any Scheduled Commercial Bank of India;
  - (vii) Deposit in the Post Office Saving Bank;
  - (viii) Deposit in the National Savings Certificates;
  - (ix) Twelve years National Defence Certificates;
  - (x) Ten years Defence Deposits;
  - (xi) National Defence Bonds and
  - (xii) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of **Senior Divisional Finance Manager, Central Railway Mumbai CSMT** (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 the 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:**

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

#### **1.12.0 PRICE VARIATION CLAUSE (PVC): - Not applicable in this tender.**

#### **1.13.0 FORCE MAJEURE CLAUSE (GCC Clause 17): -**

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

### 1.13.1 Extension of Time in Contracts (GCC Clause 17-A):

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

(i) **Extension Due to Modification:**

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

(ii) **Extension for Delay Not Due to Railway or Contractor:**

If in the opinion of the Engineer, the progress of work has any time been delayed by any act or neglect of Railway's employees or by other Contractor employed by the Railway under **Sub-Clause (4) of Clause 20** of these Conditions or in executing the work not forming part of the contract but on which Contractor's performance necessarily depends or by reason of proceeding taken or threatened by or dispute with adjoining or to neighbouring owners or public authority arising otherwise through the Contractor's own default etc. or by the delay authorized by the Engineer pending arbitration or in consequences of the Contractor not having received in due time necessary instructions from the Railway for which he shall have specially applied in writing to the Engineer or his authorized representative then upon happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer within 15 days of such happening, but shall nevertheless make constantly his best endeavours to bring down or make good the delay and shall do all that may be reasonably required of him to the satisfaction of the Engineer to proceed with the works. The Contractor may also indicate the period for which the work is likely to be delayed and shall be bound to ask for necessary extension of time.

(iii) **Extension For Delay Due To Railways:**

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

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

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

### 1.13.2 Extension of Time with Liquidated Damages (LD) for Delay Due To Contractor (GCC Clause 17-B):

The time for the execution of the work or part of the works specified in the contract documents shall be deemed to be the essence of the contract and the works must be completed not later than the date(s) as specified in the contract. If the Contractor fails to complete the works within the time as specified in the contract for the reasons other than the reasons specified in Clause 17 and 17A, the Railway may, if satisfied that the works can be completed by the Contractor within



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

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

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

**NOTE:**

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

**1.13.3 Bonus for Early Completion of Work (GCC Clause 17-C):**

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.

**1.14.0 (As per Advance Correction Slip No. 11 of GCC, April 2022, dated 13.03.2026)**

**1.14.1 ILLEGAL GRATIFICATION:**

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

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

**(ii) "Fraudulent practice":** any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;

**(iii) "Anti-competitive practice":** any collusion, bid rigging or anti-competitive arrangement, or any other practice under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the procuring entity, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;

**(iv) "Coercive practice" :** any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process or affect the execution of a contract;

**(v) "Conflict of interest" (COI):** any personal, financial, or business relationship between the bidder and any personnel of the procuring entity who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of the procuring entity directly or indirectly;

**(vi) “Undue Advantage”:** improper use of information obtained by the bidder from the procuring entity with an intent to gain an unfair advantage in the procurement process or for personal gain. This also includes if the bidder (or his allied firm) provides services for the need assessment/ procurement planning of the tender process in which he is participating;

**(vii) “Obstructive practice”:** materially impede the procuring entity’s investigation of a procurement process either by deliberately destroying, falsifying, altering, or by concealing of evidence material to the investigation; or by making false statements or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the procuring entity’s rights of audit or access to information;

#### **1.14.2 PUNITIVE PROVISIONS:**

Without prejudice to and in addition to the rights of the procuring entity to other penal provisions as per the bid documents or contract, if the procuring entity comes to a conclusion that a (prospective) bidder / contractor directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the procuring entity may take appropriate measures including one or more of the following:

- (i)** If his bids are under consideration in any procurement
  - a)** Forfeiture or encashment of bid security;
  - b)** calling off of any pre-contract negotiations; and
  - c)** rejection and exclusion of the bidder from the procurement process
- (ii)** If a contract has already been awarded
  - a)** Cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
  - b)** Forfeiture or encashment of any other security or bond relating to the procurement;
  - c)** Recovery of payments including advance payments, if any, made by the procuring entity along with interest thereon at the prevailing rate;
- iii)** Provisions in addition to above:
  - a)** Removal from the list of enlisted contractors and banning/ debarment of the bidder from participation in future procurements of the procuring entity for a period not less than one year;
  - b)** In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India;
  - c)** Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

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

#### **1.15.0 QUOTING OF RATES:**

The Tenderer(s) shall quote his / their rates as a percentage above or below or at par with respect to estimated cost given in the tender and fill up the form given in the tender’s schedule of quantities and rates. 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.

#### **1.16.0 ERASURE AND ALTERATIONS**

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

#### **1.17.0 OBLIGATION TO ACCEPT / REJECT**

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.

#### **1.18.0 DELIBERATION:** -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.

### **1.19.0 RETAINING OF CHARACTER OF FIRM**

If the tenderer(s) expire(s) after the submission of his / their tender or after the acceptance of his / their offer, the Railway shall deem such tender cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the Railway shall deem such tender as cancelled, unless the firm retains its character.

### **1.20.0 NON COMPLIANCE:**

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

### **1.21.0 AUTHORITY TO ACCEPT TENDER:**

The authority for the acceptance of the tender will rest with the ADRM (Infra.) / Senior Divisional Electrical Engineer (General Services) Mumbai CSMT who does not bind himself to accept the lowest or any other tender nor does he undertake to assign reasons for declining to consider any particular tender or tenders.

### **1.22.0 EXECUTION OF CONTRACT AGREEMENT:**

- (a) The successful Tenderer(s) shall be required to execute an Agreement with the President of India acting through the Senior Divisional Electrical Engineer (General Services) Mumbai CSMT for carrying out the work according to the Preamble, Conditions of contract, Instructions to the tenderers, Standard General Conditions of Contract, Specifications given in the tender papers and as laid by RDSO/ Central Railway for Works and Materials within 30 days on receipt of letter of acceptance based on accepted rates and conditions mentioned in Tender Document.
- (b) 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.
- (c) The Tenderer whose tender is accepted shall be required to appear in person at the office of Senior Divisional Electrical Engineer (General Services), Central Railway, Mumbai CSMT, as the case may be, or if tenderer is a firm or corporation, a duly authorized representative shall appear (there would be no need for appear in person if agreement is signed digitally) and execute the contract agreement within seven days of notice from Railways that the Contract Agreement is ready. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender. The Contract Agreement shall be entered into by Railway only after submission of valid Performance Guarantee by the Contractor. In such cases the Railway may determine that such tenderer has abandoned the contract and there upon his tender and acceptance thereof shall be treated as cancelled and the Railway shall be entitled to forfeit the full amount of the Bid Security and other dues payable to the Contractor under this contract. The failed Contractor shall be debarred from participating in the re-tender for that work.
- (d) Every contract shall be complete in respect of the document it shall so constitute. Not less than 2 copies of the contract document shall be signed by the competent authority and the Contractor and one copy given to the Contractor (there would be no need of signing two copies if agreement is signed digitally).
- (f) The bid security deposited by the successful tenderer shall be forfeited if the contractor fails to execute the Agreement or fails to start the work within a reasonable time (to be determined by the Engineer after notification of the acceptance of his tender).

### **1.23.0 COMPLETION:**

The works are required to be completed within a period as mentioned in preamble from the date of issue of acceptance letter.

### **1.24.0 EMPLOYMENT/PARTNERSHIP ETC. OF RETIRED RAILWAY EMPLOYEES:**

- (a) Should a tenderer
  - (i) be a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, whether in the executive or administrative capacity or whether holding a pensionable

post or not, in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, OR

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

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

AND

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

THEN

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

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

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

#### **1.25.0 PARTICIPATION OF PARTNERSHIP FIRMS IN WORKS TENDERS:**

- 1.25.1** The Partnership Firms participating in the tender should be legally valid under the provisions of the Indian Partnership Act.
- 1.25.2** 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.
- 1.25.3** 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.
- 1.25.4** Once the tender has been submitted, the constitution of the firm shall not normally be allowed to be modified / altered / terminated during the validity of the tender as well as the currency of the contract except when modification becomes inevitable due to succession laws etc., in which case prior permission should be taken from Railway and in any case the minimum eligibility criteria should not get vitiated. The re-constitution of firm in such cases should be followed by a notary certified Supplementary Deed. The approval for change of constitution of the firm, in any case, shall be at the sole discretion of the Railways and the tenderer shall have no claims what-so-ever. Any change in the constitution of Partnership firm after submission of tender shall be with the consent of all partners and with the signatures of all partners as that in the Partnership Deed. Failure to observe this requirement shall render the offer invalid and full Bid Security shall be forfeited.

If any Partner/s withdraws from the firm after submission of the tender and before the award of the contract, the offer shall be rejected and Bid Security of the tenderer will be forfeited. If any new partner joins the firm after submission of tender but prior to award of contract, his / her credentials shall not qualify for consideration towards eligibility criteria either individually or in proportion to his share in the previous firm. In case the tenderer fails to inform Railway beforehand about any such changes / modification in the constitution which is inevitable due to succession laws etc. and the contract is awarded to such firm, then it will be considered a breach of the contract conditions liable for determination of the contract under Clause 62 of the Standard General Conditions of Contract

- 1.25.5** 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.
- 1.25.6** 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.
- 1.25.7** One or more of the partners of the firm or any other person (s) shall be designated as the authorized person (s) on behalf of the firm, who will be authorized by all the partners to act on behalf of the firm through a “Power of Attorney”, specially authorizing him / them to submit & sign the tender, sign the agreement, receive payment, witness measurements, sign measurement books, make correspondences, compromise / settle / relinquish any claim (s) preferred by the firm, sign “No Claim Certificate”, refer all or any dispute to arbitration and to take similar such action in respect of the said tender / contract. Such “Power of Attorney” shall be notarized / registered and submitted along with the tender.
- 1.25.8** On issue of Letter of Acceptance (LOA) to the partnership firm, all the guarantees like Performance Guarantee, Guarantee for various Advances to the Contractor shall be submitted only in the name of the partnership firm and no splitting of guarantees among the partners shall be acceptable.
- 1.25.9** On issue of Letter of Acceptance (LOA), contract agreement with partnership firm shall be executed in the name of the firm only and not in the name of any individual partner.
- 1.25.10** In case the Letter of Acceptance (LOA) is issued to a partnership firm, the following undertakings shall be furnished by all the partners through a notarized affidavit, before signing of contract agreement.

**(a) Joint and several liabilities:**

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

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

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

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

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

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

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

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

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

(iv) All other documents in terms of Para 11 of Preamble.

#### **1.25.12 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 11 of Preamble.

#### **1.26.0 BINDING OF ORIGINAL OFFER IN CASE OF NEGOTIATIONS:**

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

#### **1.27.0 SUBMISSION OF TENDER:**

“Tenderer should participate electronically in E- tender through website [www.ireps.gov.in](http://www.ireps.gov.in) & submission of manual offers against e-tender are not allowed & if any manual offers submitted shall neither be opened nor considered.”

#### **1.27.1 CARE IN SUBMISSION OF TENDERS:**

- a(i)** Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all inclusive to accord with the provisions in Clause-37 of the Standard General Conditions of Contract for the completion of works to the entire satisfaction of the Engineer.
- a(ii)** Tenderers will examine the various provisions of The Central Goods and Services Tax Act, 2017(CGST)/ Integrated Goods and Services Tax Act, 2017(IGST)/ Union Territory Goods and Services Tax Act, 2017(UTGST)/ respective state's State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt. & as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.
- a(iii)** The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to railway immediately after the award of contract, without which no payment shall be released to the Contractor. The Contractor shall be responsible for deposition of applicable GST to the concerned authority.
- a(iv)** In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/ SGST Act, the railway shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.
- a(v)** Contractor shall be liable to pay/refund the amount collected as GST to the Indian Railways along with interest and penalties, if any imposed by the authorities, in case GST input tax credit of Indian Railways is denied/rejected by the tax authorities due to reasons mentioned below but not limited to:

Wrong/incorrect invoices issued by Contractor,

No-filing of GST returns;

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

Any other non-compliance done by Contractor:

**General Indemnity:** Contractor hereby agrees to indemnify and hold harmless the Indian Railways from and against any and all losses, including loss on account of Input Tax Credit and

all losses incurred by the Indian Railways relating to or arising out of or in connection with any actual or threatened claim, legal action, proceedings, prosecution or inquiry by or against the Indian Railways arising out, directly or indirectly, of failure by the contractor to comply with the provisions of GST and related laws, or based upon or arising from any failure by the Contractor.

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

- (b) When work is tendered for by a firm or company, the tender shall be signed by the individual legally authorized to enter into commitments on their behalf.
- (c) The Railway will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.

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**CHAPTER - II**

**SPECIAL CONDITIONS OF**

**CONTRACTS**



## **CHAPTER – II**

### **SPECIAL CONDITIONS OF CONTRACT**

<b>Para No.</b>	<b>Subject</b>
2.1.0	... Scope
2.2.0	... Condition of contract
2.3.0	... Purchaser's Representative
2.4.0	... Contractor's Representative
2.5.0	... Contractor's office & address
2.6.0	... Purchaser's Address
2.7.0	... Income tax
2.8.0	... Laws of India
2.9.0	... Agreement
2.10	... Scheme of work
2.11	... <b>Assignment or Subletting</b>
2.12	... Variation in contract quantities
2.13	... Access to work site
2.14	... Accidents
2.15	... Safety measures
2.16	... Provisional acceptance
2.17	... Defective equipment to be changed
2.18	... Final acceptance
2.19	... Issue of identity cards to contractor's labours
2.20	... Disaster management
2.21	... Insurance
2.22	... Issue of material to contractors
2.23	... Standing indemnity bond
2.24	... Inspection
2.25	... Material / equipments
2.26	... Guarantee
2.27	... Released material
2.28	... Electrical contractor's license
2.29	... Other Special Conditions
2.30	... Special Conditions of work
2.31	... Settlement of Disputes – Indian Railway Arbitration Rules
2.32	... Inclusion of "LETTER OF CREDIT"
2.33	... Joint Venture Firms in works tenders

## **CHAPTER - II**

### **SPECIAL CONDITIONS OF CONTRACT**

#### **2.1.0 SCOPE:**

This chapter deals with the conditions of Contract under which the various works coming under the purview of this contract are to be executed by the Contractor.

#### **2.2.0 CONDITIONS OF CONTRACT:**

If the Tender submitted by a Tenderer is accepted and the contract awarded to the Tenderer, the various works coming under the purview of the contract shall be governed by the terms and conditions included in the Tender papers covering the following:

- i) System of tendering
- ii) Preamble and scope of work to the Tender Papers.
- iii) Instructions to Tenderers and conditions of Tendering, as included in Chapter-I of this tender document.
- iv) Conditions of contract, as included in this chapter.
- v) General conditions of contract April 2022 of Engineering department as amended from time to time (Not attached to this tender document).
- vi) Prices and Payments, as included in Chapter III of this tender document.
- vii) Explanatory notes of Schedule and Schedule of prices and quantities as included in **Chapter IV & Chapter V** of this tender document.

#### **2.3.0 PURCHASER'S REPRESENTATIVE:**

Subject as otherwise provided in this contract, all notices to be given on behalf of the Purchaser and all other action to be taken on his behalf may be given or taken, as the case may be, on his behalf by the General Manager or his successor.

#### **2.4.0 CONTRACTOR'S REPRESENTATIVE:**

The Contractor's Representative shall be a person as defined in Chapter-I.

#### **2.5.0 CONTRACTOR'S OFFICE & ADDRESS:**

The Contractor shall within a month of issue of letter of acceptance of Tender, establish an office at a convenient place for progressing designs and drawings and field works, expeditiously, in consultation and with approval of the Purchaser. He shall intimate the Purchaser the address thereof in which all correspondence shall be sent. Any communication sent to the Contractor by post at his said address shall be deemed to have reached the Contractor duly and in time. Important documents shall be sent by Registered post.

#### **2.6.0 PURCHASER'S ADDRESS:**

The list of addresses to which correspondence and documents relating to the contracts to be made are as under:

##### **1. A. For tender, policy matter, design, drawings and contract execution.**

**Senior Divisional Electrical Engineer,  
(General Service) Mumbai CSMT,  
Annex Bldg., 1<sup>st</sup> floor,  
Central Railway,  
Mumbai-400 001**

##### **1. B. For Execution of the work**

**Senior Divisional Electrical Engineer,  
(General Service) Mumbai CSMT,  
Annex Bldg., 1<sup>st</sup> floor,  
Central Railway,  
Mumbai-400 001**

- 2 For Security Deposit / Bid Security.**  
**Senior Divisional Finance Manager, Mumbai CSMT,**  
 Annex Bldg., 1<sup>st</sup> floor,  
 Central Railway,  
 Mumbai-400 001

### **2.7.0 INCOME TAXES:**

- (a) 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 Purchaser will not accept any liability for the same.
- (b) Deduction of income tax at source as per provision of finance act and income tax act in force may be made from the Contractor/sub-Contractor and the amount so deducted may be credited to the Central Government.

### **2.8.0 LAWS OF INDIA:**

The contract shall be governed by the law for the time being in force in the Republic of India.

### **2.9.0 AGREEMENT**

- a) The successful Tenderer shall, within 30 days on receipt of Letter of Acceptance, be bound to execute an agreement based on accepted rates and conditions, in such forms as the Purchaser may prescribe and lodge the same with the Purchaser together with the conditions of contract, specifications and Schedule of prices referred to therein duly completed.
- b) If a work is transferred from the jurisdiction of one Railway to another Railway or to a project authority or vice versa while the contract is in subsistence, the contract shall be binding on the Contractor and successor Railway/Project in the same manner and take effect in all respects as if the Contractor and the successor Railway/Project were parties thereto from the inspection and the corresponding officers or the competent authority in the successor Railway will exercise the same powers and enjoy the same authority as conferred to the Predecessor Railway/Project under the original contract/agreement entered into.
- d) If for administrative or other reasons the Contract is transferred to the successor Railway the contract shall, notwithstanding anything contained herein contrary there to, be binding on the Contractor and the successor Railway in the same manner and take effect in all respects as if the Contractor and the successor Railway had been parties thereto from the date of this contract.
- d) Until a formal agreement is prepared and executed, acceptance of this letter shall constitute a binding Contract between us for this work.

### **2.10 SCHEME OF WORK:**

The work should be done as per technical specification, explanatory notes and other conditions of contract and use of approved materials, equipment. The contractor should submit fortnightly to executive engineer a progress report of material received at site and progress of work.

### **2.11 ASSIGNMENT OR SUBLETTING OF CONTRACT:**

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

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

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

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

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

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

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

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

- b) The Contractor shall provide to the Engineer a copy of the agreement to be entered into by Contractor with subcontractor. No subcontractor shall be permitted without a formal agreement between Contractor and subcontractor. This agreement shall clearly define the scope of work to be carried out by subcontractor and the terms of payment in clear & unambiguous manner.
- c) On receipt of approval from Chief Engineer, Contractor shall enter into a formal agreement legally enforceable in Court of Law with subcontractor and submit a copy of the same to the Engineer.
- d) The Contractor shall intimate to the Engineer not less than 7 days in advance, the intended date of commencement of subcontractor's work.
- e) Once having entered into above arrangement, Contractor shall discontinue such arrangement, if he intends to do so at his own or on the instructions of Railway, with prior intimation to Chief Engineer.
- f) The Contractor shall indemnify railway against any claim of subcontractor.
- g) The Contractor shall release payment to the Sub-contractor(s) promptly and shall endeavour to resolve all issues amicably and speedily with the Sub-contractor(s), so that the execution of work is not affected in any manner whatsoever.
- h) In addition to issuance of work experience certificate to Contractor, the Engineer, when, based on documents, is satisfied that subcontracted work has been carried out by subcontractor, shall issue work experience certificate to the subcontractor also for the portion of work subcontracted and successfully completed by the sub-contractor.

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

- i) The responsibility of successful completion of work by subcontractor shall lie with Contractor. Subcontracting will in no way relieve the Contractor to execute the work as per terms of the Contract.
- j) Further, in case Engineer is of the view that subcontractor's performance is not satisfactory, he may instruct the Contractor to remove the subcontractor from the work and Contractor has to comply with the above instructions with due promptness. Contractor shall intimate the actual date of discontinuation of subcontract to Engineer. No claim of Contractor whatsoever on this account shall be entertained by the Railway and this shall be deemed as 'excepted matter' (matter not arbitrable).
- k) The permitted subcontracting of work by the Contractor shall not establish any contractual relationship between the sub-contractor and the Railway and shall not relieve the Contractor of any responsibility under the Contract.

## **2.12 VARIATION IN QUANTITIES DURING EXECUTION OF WORK CONTRACTS:**

The procedure as detailed below shall be adopted for dealing with variations in quantities during execution of works contracts: -

1. The accepted variation in quantity of each individual item of the contract would be upto 25% of the quantity originally contracted, except in case of foundation work (in which no variation limit shall apply). However, the rates for the increased quantities shall be as per sub- para (iii) below.
2. 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.
3. In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, then same shall be executed at following rates:
  - a) Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender;
  - b) Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;
  - c) Variation in quantities of individual items beyond 150% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender;
  - d) **Variation to quantities of Minor Value Item:** The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1 % of the total original contract value.
    - d(i)** Quantities operated upto and including 100% of the agreement quantity of the concerned minor value item, shall be paid at the rate awarded for that item in that particular tender;
    - d(ii)** Quantities operated in excess of 100% but upto 200% of the agreement quantity of the concerned minor value item, shall be paid at 98% of the rate awarded for that item in that particular tender;
    - d(iii)** Variation in quantities of individual minor value item beyond 200% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender;

4. In case of earthwork items, the variation limit of 25% shall apply to the gross quantity of earthwork items and variation in the quantities of individual classifications of soil shall not be subject to this limit.
5. 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).

#### **2.13 ACCESS TO WORK SITE:**

- (a) Access to the site for the purpose of this contract shall be accorded to the contractor by the purchaser at all times. In the execution of the work no person other than the contractor or his duly appointed representative or approved sub-contractor and bonafide workmen shall have access to the site. Access to the site of work at all times shall be allowed by the contractor to Officials or approved representatives of the purchaser or to Railway staff for purpose of maintenance.
- (b) The Purchaser or his authorized representative shall have the right to refuse admission to the work site of any person employed by the contractor whom the purchaser or his engineer may consider undesirable.
- (c) The purchaser or his Engineer shall be at liberty to object to the employment of any person as Contractor's Agent/Representative, approved sub-contractor's supervisors, workmen or labourer for execution of this contract on the ground of misconduct, incompetence or negligence. The contractor on receipt of notice of such objection in writing from the purchaser or his engineer shall forthwith remove the person so objected to and provide in his place any other competent person and shall not allow the persons so objected to, to enter the site of work subsequently or remain in the execution of the contract. The purchaser will not be liable to pay any cost or damage on this account.

#### **2.14 ACCIDENTS:**

- (a) The Contractor shall, in respect of all staff engaged by him or by his sub-contractor, indemnify and keep the purchaser at all times indemnified and protected against all claims made and liabilities incurred under Workmen's Compensations Act, the Factories Act and the Payment of Wages Act and rules made there under from time to time or under any other labour and Industrial legislation made from time to time.
- (b) The Contractor shall indemnify and keep the Purchaser indemnified and harmless against all actions, suits, claims, demands, costs, charges or expenses arising in connection with any death or injury sustained by any person or persons within the Railway premises and any loss or damage to Railway property sustained due to the acts or omission of the Contractor, his sub-contractors, his agents or his staff during the execution of this contract irrespective of whether such liability arises under the Workmen's.
- (c) Compensation Act, or Fatal Accident Act or any other statute in force for the time being.

#### **2.15 SAFETY MEASURES:**

The contractor shall take all precautionary measures in order to ensure the protection of his own personnel moving or working on the Railway premises, but shall then confirm to the rules and regulations of the Railway. The contractor shall be responsible for safe custody of all equipments till provisional acceptance. Moreover, if any time the works to be carried out directly concern the safety of trains, the contractor's staff must comply fully with Railway regulations given to him by the authorized Railway staff. The contractor's employees and workers may for no reason operate an installation concerning train safety or train movement. They shall notify the authorized representative of the purchaser who will take all necessary steps in this regard.

#### **2.16 PROVISIONAL ACCEPTANCE:**

After completion of entire work contractor has to obtain a certificate from the field supervisor confirming that they have successfully completed the work. Based on that Senior Divisional Electrical Engineer (General Service), Central Railway, Mumbai CSMT will issue a provisional acceptance certificate which is mandatory before submission of the FINAL BILL.

## **2.17 DEFECTIVE EQUIPMENTS TO BE CHANGED:**

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

## **2.18 FINAL ACCEPTANCE:**

- (a) The final acceptance of the entire equipment installed on the site shall take effect from the date of expiry of the period of guarantee.
- (b) After expiry of the period of guarantee for each section, a certificate of final acceptance shall issued by the Purchaser and the last of such certificate will be called the last and final acceptance certificate. The contract shall not be considered as completed until the issue of final acceptance certificate by the Purchaser.
- (c) The Purchaser shall not be liable to the Contractor for any matter arising out of or in connection with the contract or execution of the work unless the Contractor shall have made a claim in writing in respect thereof before the issue of final acceptance certificate under this clause.

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

## **2.19 ISSUE OF IDENTITY CARDS TO CONTRACTOR'S LABOURS:**

Following certificates/documents should be issued to each contract labourers nominated to work in the railway premises by the contractor, indicating Contract No, Name of the person, place of work etc.

**1.** Identity Card **2.** Character certificate issued by Police Department **3.** Certificate for technical competency.

If these are not issued to contract labourers, he / they will not be permitted to work in the Railway premises. The list of the labour should be submitted to this office for records.

## **2.20 DISASTER MANAGEMENT:**

Vehicles and equipments of contractors working with railways can be provided/ asked to be deployed by Railway administration at its discretion in case of accidents/natural calamities involving human lives. In case it is seen that the contractors have shunned their responsibilities in case of disaster involving human lives, they may be levied penalties as decided by Railway administration or their contract can be rescinded as the requirement of Railway administration in such cases are for larger public interest.

## 2.21 INSURANCE

- a) The contractor shall take out and keep in force a policy or policies of insurance against all liabilities of the contractor or the purchaser at common law or under any statute in respect of accidents to persons who shall be employed by the contractor in or about the site and the contractor's office for the purpose of carrying out the works on the site. The contractor shall also take out and any keep in force a policy or policies of insurance against all recognized risk to their offices and depots. Such insurance shall in all respects be to the approval of the purchaser and if he so requires, in his name.
- b) Insurance of materials and installations.  
The contractor shall take out and keep in force a policy or policies of insurance for all materials/equipments in shortage and installations under erection and/or erected, until such materials and installations are provisionally handed over to the purchaser. For this purpose, the installations shall be deemed to have been provisionally handed over when a provisional acceptance certificate is issued for the installation. The contractor shall not be liable for losses or damages to equipment erected, in the course of erection or in similar courses over which the contractor has not control and which cannot be insured. Such losses or damages shall be the liability of the purchaser and, if required by the purchaser be made good by the contractor, at the cost of the purchaser.
- c) The contractor should, however, insure the stores brought to site, against risks in consequence of war and invasion, as required under the emergency risks (goods) insurance act in force from time to time.
- d) The contractor shall take out all insurance covers in connection with this contract with General Insurance Corporation of India only.
- e) The purchaser will advise the contractor in his letter of acceptance of tender, the price and quantity of the entire Railway stores (if supplied by the purchaser) to enable the contractor to declare the value to his underwriters.

## 2.22 ISSUE OF MATERIALS TO THE CONTRACTOR:

Contractors have to submit a Bank Guarantee for an amount equal to the cost of material paid to them and to be handed over to them for erection. The cost of material paid to them and handed over to them and under their possession at any time shall not exceed the value of the B.G. already submitted.

## 2.23 STANDING INDEMNITY BOND:

Cost of all the materials for which 'On Account' payments have been made to the contractor against the Contract and materials handed over to the contractor by the purchaser for the purpose of execution of the said Contract, until such time the materials are duly erected or otherwise handed over to the purchaser shall be covered by the standing indemnity bond (see Form No. 16).

## 2.24 INSPECTION:

All the material, erection and installation work shall be subject to inspection to ensure that the work is done in accordance with specification, drawings and is of the best quality suitable for the purpose. Following inspection schedule shall be followed.

### (a) Inspection of material: -

- i) **At Firm's premises:** - Inspection of all materials shall be done by Railway's representative. Firm will submit manufactures original test certificate also.
- ii) **After Receipt of material:** - Inspection of items shall be done at depot / site by Railway Engineer's representative. Contractor shall produce all the test reports, material documents in original etc. during inspection.
- iii) All the defects / discrepancies, if any, pointed out during inspection should be attended by the contractor immediately.
- (b) **Stage Inspections:** - Stage inspections shall be carried out by Railway Engineer's representative from time to time during execution of the work at site. All the shortcomings noticed during stage inspection shall be attended by the contractor.
- c) **Final Inspections:** - After completion of work, contractor shall offer it for final inspection and testing. All the shortcomings noticed during final inspection shall be attended by the contractor,



immediately and a joint inspection shall be carried out by Railway Engineer's Representative and by Contractor Representative after completion of the entire work and a joint inspection report shall be made. The joint inspection report shall be signed by the contractor's representative, Railway's authorized Engineer for that work and shall be enclosed along with the final bill. Any defect / shortcomings noticed shall be attended by the contractor immediately.

## **2.25 MATERIALS/EQUIPMENTS:**

All materials used in the work shall be of the best quality and of the class most suited for the purpose specified. All the materials, standard fittings, equipments, control panel, cables etc. and other accessories required for this work shall be made of as specified in explanatory note and should be of reputed make as per approval of Sr. DEE (G) CSMT or as appearing in the approved sources of RDSO / ICF / RCF / CLW. Performance of items, which are not on approved list of RDSO / ICF / RCF / CLW, can be judged based on their past performance. If not available it shall be conforming to relevant latest IS-Specification against each schedule item.

All the equipments, materials, fittings and components will be subject to quality control programme of being part of the quality assurance programme of the contractor. All the major equipments / material shall be inspected as per Inspection clause.

## **2.26 GUARANTEE / WARRANTY: -**

- (a) The handrail belt shall have warranty of five years from the date of commissioning. Any defect or failure during this period shall be replaced by the contractor free of cost to the Railway.
- (b) The contractor shall guarantee satisfactory working of the escalators for a period of two years from the date of successful completion of the work.
- (c) During the guarantee period, the contractor shall maintain the escalators in satisfactory working condition and shall keep available experienced Engineer and necessary tools, tackles and equipment to attend to any defect.
- (d) During the guarantee period, any defect, failure or malfunction arising during this period shall be attended promptly and rectified by the contractor free of cost to the Railway. The scope of rectification shall include supply, transportation at site, installation, testing and commissioning of replacement components at site, complete in all respects, at the contractor's own cost.
- (e) The guarantee / warranty period would cover comprehensive maintenance inclusive of all spares, material and labour cost.
- (f) After completion of two year guarantee period under this contract, the five year CMC at accepted rates and other applicable provisions shall continue as per the terms and conditions of Letter of Acceptance No. BB.LG.W.CSMT.2016.17 dated 08.05.2017 and Contract Agreement No. 2016/CR/CSTM/JLPL/Provision of 18 Nos. escalators and CMC of 18 No. escalators dated 17.07.2017 executed with M/s. Johnson Lifts Pvt. Ltd., Chennai-600101.

## **2.27 RELEASED MATERIAL: -**

All the released materials shall be handed over by the contractor to the Railway with proper acknowledgement. The released materials shall be transported to the respective depot/scrap depot by the contractor using his own manpower and vehicles as per the instructions of the Railway Engineer.

## **2.28 ELECTRICAL CONTRACTORS LICENSE**

The contractor shall fulfill valid Electrical Contractor License requirement as per IE Rule 1956 clause no - 45. Electrical Contractors license shall be submitted along with the offer, failing which the offer will summarily be rejected.

## **2.29.0 OTHER SPECIAL CONDITIONS: -**

- 2.29.1 Firm should submit their offer with full credentials regarding working capacity, testing facilities and other financial capabilities. Offers from firms not having required infrastructure to carry out the work and testing facilities will be summarily rejected.
- 2.29.2 Contractors found using sub-standard un-approved materials shall be, on the spot, stopped from executing further work and suitable action taken to terminate the contract. Particular note of this should be taken and it shall be strictly ensured that only quality work is done.

- 2.29.3 All completed work shall be jointly recorded by contractors with Railways in 'Measurement Books' which will be available with Railway's supervisor. No work, other than those recorded in M.B, will be recognized.
- 2.29.4 All the bidders / tenders should ensure that they are GST compliant and their quoted tax structure / rates are as per GST Law.
- 2.29.5 Bills shall be submitted in Railway's bill form only. All released materials shall be handed over to Railways at the depot of Senior Section Engineer (M)'s. Contractors should keep a proper account of the released materials handed over, with proper acknowledgement from Railway's supervisor and submit the same along with the bills.
- 2.29.6 **Error omission and discrepancies-** The tenderer shall not take advantage of any error due to typing or otherwise, if there is any doubt, that shall be brought to notice of Sr. DEE (G) CSMT without delay and same shall be dealt as per Railway's requirement only and to Railway's advantage only.

## 2.30.0 SPECIAL CONDITION OF THE WORK

- The Contractor shall maintain a register showing names and addresses of the person so engaged along with photographs of each person and shall produce the same for inspection on demand by Welfare Officer or such other person so authorized by the owner. The Contractor shall not use or allow to be authorized to be used train or any part thereof for dwelling purpose and shall not allow, any outsiders to loiter in or around the train without valid authority.
- 2.30.1 With regard to the nature of employment of the employees working in the stipulation at clause no. 2.30.2 reads thus.
  - 2.30.2 The contractor shall be required to employ/engage only that number of employees/workers as may be specifically authorized by Railway Administration from time to time and shall maintain complete records of such employees/workers with regard to their names, address qualifications, experience and other required details. The Railway shall have absolute right to test, interview or otherwise assess or determine skills, knowledge, proficiency, capability, etc. so as to ensure that such employees/workers are competent, qualified or otherwise suitable for efficiently /worker rejected, not authorized by the Railway shall not be employed/engaged by the contractor on the work covered by this contract.
  - 2.30.3 The contractor is liable to pay provident fund contribution. Leave salary, medical benefits to his employees and to observe statutory working hours. The contractor is responsible for the proper maintenance of registers, records and accounts so far as compliance with any statutory provisions/obligations is concerned. The contractor to keep proper records pertaining to payment of wages etc. and also for depositing the provident fund contributions with the authorities concerned. The contractor is liable to defend, indemnify and hold harmless to the Railway from any liability or penalty which may be imposed by the Central, State or local authorities by reason of any violation by the contractor or such laws regulations and also from all claims, suits or proceedings that may be brought against the management arising under or incidental to or by reason of the work provided/assigned under the contract brought by the employees of the contractor, third party or by the Central or State Government authorities.
  - 2.30.4 The contractor will make aware his employees that the contract employee are employee of contractor and the employee are not entitled for any regularization in Railway Service. If such situation arises in future contractor is liable to defend indemnify & hold harmless to the Railway Administration from any such liability.
  - 2.30.5 **SETTLEMENT OF DISPUTES:** The provisions of clause 63 and 64 of GCC will be applicable only for settlement of claims of disputes between the Railway and Contractor of a value less than or equal or 20% of the original contract value, so as to bring the claim within the scope of Arbitrability.
  - 2.30.6 The contractor shall not be entitled to ask for reference to arbitration before COMPLETION of the work assigned to him under this contract. The contractor shall seek reference to arbitration to settle disputes only ONCE within the ambit of condition 2.30.5 above.
  - 2.30.7 Taxes wherever applicable should be shown separately and not all inclusive rates in the price schedule.

**2.30.8** If service tax is leviable, the section under which it is levied is to be mentioned by the tenderer. If abatement of service tax, the notification under which abatement taken should be submitted by the tenderer.

**2.30.9** The service tax registration number of the tenderer and copy of the same should be submitted. The category of service for which the firm registered with CBEC should be submitted.

**2.30.10 Employment of staff**

- a. The contract is liable for cancellation if either the contractor himself or any of his employee is found to be a person of Gazetted rank of Engineering Department which includes Civil, Mechanical, Electrical, Signal and Telecommunication Department of Railways whether pensionable or non- pensionable who after retirement has sought engagement as contractor for or in connection with the execution of public works whether on Railway, P.W.D. or Defence Forces or as an employee of such Contractor within 2 years of his retirement without obtaining the permission of the President of India before taking up such engagement or employment.
- b. The contractor shall employ the following technical staff during the execution of the work-
  - i. At least one Graduate Electrical / Electronic Engineer when the cost of the work to be executed is Rs. 50 Lakh and above.
  - ii. At least one qualified Electrical / Electronic diploma holder when the cost of the work to be executed is more than Rs. 10 Lakh, but less than Rs. 50 Lakh.
- c. Technical staff should be available at site whenever required by the Engineer-in-charge to take instructions. In case the desired level of technical staff fails to take instruction of the Engineer-in-charge, contractor shall be liable to pay a reasonable amount of the Railways not exceeding a sum of Rs. 5,000/- (Rupees Five Thousand only) for each calendar month or part thereof for default in case of Graduate Engineer and Rs.2,500/- (Rupees Two Thousand Five Hundred only) for each calendar month or part thereof for default in case of Diploma holder.
- d. The decision of the Engineer-in-charge as to the period for which required. Technical staff was not employed by the contractor and as to the reasonableness of the amount to be deducted from the contractor shall be final and binding on the contractor.
- e. The contract is liable to be terminated in case of persistent failure to engage suitable technical staff by the contractor.

**2.30.11 MINIMUM WAGES ACT, LABOUR LAWS:**

- (a) The Contractor shall comply with all the LEGAL PROVISIONS pertaining to Industrial Labour Law and Hours of Employment Regulations in force. The wages to be paid to the contractor's staff shall necessarily be in accordance with the provisions of the MINIMUM WAGES ACT as amended from time to time. The risk to the life and limb of the staff shall be covered by the contractor by way of an insurance policy. Compensation to the contractor's staff in case of accidents or otherwise shall be made by the contractor.
  - i) Apprentice Act
  - ii) Provisions of Payments of Wages Act:
  - iii) Provisions of Contract Labour (Regulation and Abolition) Act, 1970:
  - iv) Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952
  - v) Provision of Workmen's Compensation Act:
  - vi) Payment of Bonus Act, 1965:
- (b) Contractor is to abide by the provisions of various labour laws in terms of clause 54, 55, 55-A and 55-B of Indian Railways General Condition of Contract. In order to ensure the same, an application has been developed and hosted on website [www.shramikkalyan.indianrailways.gov.in](http://www.shramikkalyan.indianrailways.gov.in). Contractor shall register his firm / company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration / updation in Portal shall be done as under:
  - (i) 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.
  - (ii) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all Letter of Acceptance (LOAs) issued in his favour.

- (iii) The contractor once registered on the portal, shall provide details of his Letter of Acceptances (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.
- (iv) After approval of LOA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on Shramikkalyan portal on monthly basis.
- (v) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.
- (c) **While processing payment of any 'On Account bill' or 'Final bill' or release of 'Advances' or 'Performance Guarantee / Security deposit', contractor shall submit a certificate to the Engineer or Engineer's representatives that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramikkalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till \_\_\_\_\_ Month, \_\_\_\_\_ Year."**

### **2.31.0 SETTLEMENT OF DISPUTES – INDIAN RAILWAY ARBITRATION AND CONCILIATION RULES**

#### **63. Conciliation of Disputes:**

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

**63.1 Matters Finally Determined by the Railway:** All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the Contractor to the GM and the GM shall, within 120 days after receipt of the Contractor's representation, make and notify decisions on all matters referred to by the Contractor in writing provided that matters for which provision has been made in Clauses 7(j), 8, 18, 22(5), 39.1, 39.2, 40A, 43(2), 45(i)(a), 55, 55-A(5), 57, 57A, 61(1), 61(2), 62(1), 63(iv) and 63.2.11 of the standard General Conditions of Contract or in any Clause (stated as excepted matter) of the Special Conditions of the Contract, shall be deemed as 'excepted matters' (matters not arbitrable) and decisions of the Railway authority, thereon shall be final and binding on the Contractor; provided further that 'excepted matters' shall stand specifically excluded from the purview of the Dispute Adjudication Board (DAB) and Arbitration.

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

#### **64. (1): Demand for Arbitration:**

**64. (1) (i) (a) :** In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question, dispute or difference on any account or as to the withholding by the

Railway of any certificate to which the Contractor may claim to be entitled to, or if the Railway fails to make a decision within 120 days, then and in any such case, but except in any of the “excepted matters” referred to in Clause 63.1 of these Conditions, the Contractor, after 120 days but within 180 days of his presenting his final claim on disputed matters shall demand in writing that the dispute or difference be referred to arbitration.

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

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

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

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

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

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

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

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

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

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

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

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

**64.(3) : Appointment of Arbitrator:**

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

**64.(3)(a)(i):** If contractor wants to choose his nominee from Railway panel, the Railway will send a panel of at least four (4) names of retired Railway Officers empanelled to work as Arbitrator within 30 days from the day when a written and valid demand for arbitration is received by the

General Manager /Additional General Manager. Contractor will be asked to suggest to General Manager /Additional General Manager at least 2 names out of the panel for appointment as Contractor's nominee within 30 days from the date of dispatch of the request by Railway. The General Manager/Additional General Manager shall appoint at least one out of them as the Contractor's nominee within 30 days from the receipt of the names of Contractor's nominees. The Railway panel shall be provided free of cost to the contractor.

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

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

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

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

**64.(3)(c)(i):** If one or more of the arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator, or vacates his/their office/offices or is/are unable or unwilling to perform his functions as arbitrator for any reason whatsoever or dies or in the opinion of the General Manager /Additional General Manager fails to act without undue delay, the General Manager /Additional General Manager shall appoint new arbitrator/arbitrators to act in his/their place in the same manner in which the earlier arbitrator/arbitrators had been appointed. Such re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator (s).

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

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

**64.3(c)(iii):**

**(i)** Qualification of Railway Empanelled Arbitrator (s):

- (a)** Retired Railway Officers not below SA Grade level, one year after his date of retirement.
- (b)** Age of arbitrator at the time of appointment shall be below 70 years.

(c) Persons not involved in any current vigilance/CBI cases or against whom disciplinary or prosecution proceedings are not in process.

(d) Persons who had not been imposed a major penalty or two or more minor penalties or against whom administrative action has not been taken three times or more or

(e) Persons who have not been imposed one minor Penalty and against whom two administrative actions have not been taken as a result of vigilance/CBI action while in service on Railways.

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

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

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

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

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

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

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

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

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

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



## **2.32.0 INCLUSION OF “LETTER OF CREDIT” AS MODE OF PAYMENT IN WORKS TENDER OR SERVICE TENDER**

- (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 finalised by the engineer in consultation with the contractor on the basis of expected progress of work.
  - (e) The LC terms and conditions shall inter-alia indemnify and save harmless the Railway from and against all losses, claims and demands of every nature and description brought or recovered against the Railways by reason of any act or omission of the contractor, his agents or employees, in relation to the Letter of Credit (LC). All sums payable/borne by Railways on this account shall be considered as reasonable compensation and paid by contractor.
  - (f) The LC terms and conditions shall inter-alia provide that Railways will issue a Document of Authorizations after passing the bill for completed work, to enable contractor to claim the authorized amount from their bank.
  - (g) The acceptable, agreed upon document for payments to be released under the LC shall be the Document of Authorisation.
  - (h) The Document of Authorisation shall be issued by Railway Accounts Office against each bill passed by Railways.
  - (i) On issuance of Document of Authorisation, a copy of Document of Authorisation shall be posted on IREPS for download by the contractor. A digitally signed copy of Document of Authorisation shall also be sent by Railway Accounts Office to Railway's bank (Local SBI Branch).
  - (j) The contractor shall take print out of the Document of Authorisation available on IREPS and present his claim to his bank (advising Bank) for necessary payments as per LC terms and conditions. The claim shall comprise of copy of Document of Authorisation, Bill of Exchange and Bill.
  - (k) The payment against LC shall be subject to verification from Railway's Bank (Local SBI Branch).
  - (l) The contractor's bank (advising bank) shall submit the documents to the Railway's Bank (Local SBI Branch).



- (m) The railway's bank (issuing bank) shall, after verifying the claim so received w.r.t. the digitally signed Document of Authorisation received from Railway Accounts Office, release the payment to contractor's bank (advising bank) for crediting the same to contractor's account.
- (n) Any number of bills can be dealt within one LC, provided the sum total of payments to contractor is within the amount for which LC has been opened.
- (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.”

(Authority: Railway Board L. No. 2018/CE-I/CT/9 dated 04-06-2018)

**2.33.0 JOINT VENTURE (JV) FIRMS IN WORKS TENDERS: -Not applicable in this tender.**

**(Vide Railway Board's letter No. 2002/CE-I/CT/37 JV Pt. VIII dated 14-12-2012)**

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## **CHAPTER – III**

### **PRICES AND PAYMENTS**

## **CHAPTER – III**

### **PRICES AND PAYMENT**

#### **3.1 SCOPE:-**

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

#### **3.2 SCHEDULE OF PRICES: -**

The Tenderer shall quote his rates in percentage above / below / at par with respect to estimated cost given in the tender and fill up the form given in the tender's schedule of quantities and rates.

#### **3.3 INCIDENTAL CHARGES:-**

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

#### **3.4 OTHER PRICE PAYMENT :-**

- (1) On-account payment shall be made **@ 90%** of the accepted value of repair and reconditioning of the escalator, as indicated in the tender schedule, to the contractor only after successful completion of supply, replacement, erection, testing and commissioning of all parts of the escalator, duly certified by the Engineer-in-charge, subject to submission of the following documents:
  - a. List of materials supplied
  - b. Inspection certificates of Engineers Representative after receipt of material.
  - c. Guarantee certificates for supplied and replaced components
  - d. Manufacturer's original test certificates and all relevant test reports of Escalators
  - e. Joint inspection report of work executed.
  - f. Any other document mention in the tender document.
- (2) The contractor shall certify that **"I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramik portal at www.shramikkalyan.indianrailways.gov.in till \_\_\_\_Month \_\_\_\_ years."**

#### **3.6 PROGRESS PAYMENT FOR SUPPLY & ERECTION: - Not applicable**

#### **3.7 FINAL PAYMENT :**

On completion of entire work of schedule in all respect and after satisfactory continuous operation of **two months** of the escalator, and on submission of PROVISIONAL ACCEPTANCE CERTIFICATE and No Claim Certificate, the contractor shall receive balance **10%** as final payment for the remaining works not covered in the above bill.

#### **3.8 REFUND OF SECURITY DEPOSIT :-**

The security deposit will be refunded on submission of Final Completion Certificate from the Railways authorized representative after successful completion of the contract and after expiry of the guarantee / warranty obligation and submission of No Claim Certificate by the contractor.

**3.9 TAXES :- (If applicable)**

In case of octroi the Railway can issue necessary certificate for octroi exemption but it will not be binding on Railway if same is not accepted by octroi authorities.

**3.9.1** Taxes wherever applicable should be shown separately and not all inclusive rates in the price schedule.

**3.9.2** If service tax is leviable, the section under which it is levied is to be mentioned by the tenderer. If abatement of service taxes the notification under which abatement taken should be submitted by the tenderer.

**3.9.3** The service tax registration number of the tenderer and copy of the same should be submitted. The category of service for which the firm registered with CBEC should be submitted.

**Note:** -All the bidders / tenders should ensure that they are GST compliant and their quoted tax structure / rates are as per GST Law. (Ref- Rly Bd's L. No. 2008/RS(G)/777/1 dated. 29.05.2017)

**3.10 PENALTY:-**

1) As per GCC April 2022 or latest.

2) During Guaranty/Warranty period penalty shall be applicable as per Original Contract as below: Penalty shall be levied on the bidder for maintaining availability below the limit of 95%. Penalty shall be calculated as % age of cost of Escalator including cost of commissioning on quarterly basis as given below.

Availability Slab	Applicable Penalty
95% to 90%	0.5% for every 1% (or part of) reduction in availability of escalator
Below 90%	1% for every 1% (or part of) reduction in availability of escalator maximum upto Rs. 3 Lakhs per escalator per year

**The above penalties if any will be deducted from progressive bills of firm's or any dues laying with Railway.**

**4) Penalty for Cable Damage:** (Rly Bd's L.No.2021/Tele/5(2)/3-Part (1) (3425647) dtd 12.06.2023)

(i) Penalty to be imposed for damages to cable shall be as under:

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

(ii) Penalty shall be levied on the contractor when they work without permission or resort to careless working without making arrangements for protecting cables and other utilities. Based upon the local conditions and practices, Central Railway shall devise its own conditions for examining and levying penalty. For each cable cut, a joint report at the level of supervisors should be prepared on the same day and it should become the basis for levying penalty and fixing responsibility.

(iii) Railways will not lodge FIR with RPF in cases of works being executed by authorized contractors of Railways who have been duly permitted to execute the works.

**CHAPTER - IV**

**EXPLANATORY NOTES OF**

**TENDER SCHEDULE**

## **CHAPTER-IV**

### **EXPLANATORY NOTES OF TENDER SCHEDULE**

Tender No: - **BB.LG.W.KOPR.2026.01**

Name of work: - **“Repair and reconditioning of 2 Nos. Escalator of Kopar Railway Station.”**

**In case of any discrepancy / difference between description mentioned in the schedule of price and explanatory note of each item, the description specified in explanatory note shall be applicable.**

The work as per this tender call for the above mentioned work. This tender comprises of following items mentioned as brought below:-

**Note: -**

- (i) Any additional spare parts/components required during execution of the work for proper commissioning and functioning of the escalator shall be arranged, supplied and installed by the contractor without any extra cost to the Railway.**
- (ii) All spares/components shall be compatible with web-based application software “IR-NIYANTRAC” provided by CRIS or any other web based monitoring system used by Railways. The contractor shall provide and install all necessary software and related accessories required for proper integration and connectivity with the Railway monitoring system.**
- (iv) The repaired and reconditioned escalator shall be installed and commissioned at Kopar station. However, the installation location/site may be changed by the Railway as per operational requirements.**
- (v) All materials shall conform to relevant RDSO, IS, BIS, IEC, International etc. Standards / parameters wherever applicable. All IS/IEC mentioned in this document, shall be applicable with their latest amendments/revisions in force at the time of execution of the work.**
- (vi) Any kind of drawings are required for execution of work, the contractor shall prepare and submit feasibility of location along with detailed drawings and wiring diagram at his own cost, based on site survey and consultation with the consignee. The drawings shall be prepared in accordance with relevant details, codes & standards and must clearly show all particulars required by the Railways for approval and execution.**

#### **Schedule item no. 1**

**Repair and reconditioning of 1 No. Escalator (E-5919) complete with supply, erection, testing and commissioning of various part and accessories etc. at west circulating area of Kopar Railway Station.**

The price shall cover cost of repair and reconditioning of M/s Johnson Lift Pvt. Ltd. Chennai make, Escalator complete with replacement by supply, loading, transportation and unloading to site erection, testing and commissioning of various part, accessories etc. as mentioned below at Kopar Railway Station.

**Any additional spare parts/components required during execution of the work for proper commissioning and functioning of the escalator shall be arranged, supplied and installed by the contractor without any extra cost to the Railway.**

**All spares/components shall be compatible with web-based application software “IR-NIYANTRAC” provided by CRIS or any other web based monitoring system used by Railways. The contractor shall provide and install all necessary software and related accessories required for proper integration and connectivity with the Railway monitoring system.**

The all material / components to be used shall be of OEM only. Supply, erection, testing, commissioning of all materials shall be as per latest RDSO specifications.

**The contractor shall guarantee satisfactory working of the escalators for a period of two years from the date of successful completion of the work. The guarantee period shall include comprehensive maintenance inclusive of all spares, material and labour cost.**

**After completion of two year guarantee period under this contract, the five year CMC at accepted rates and other applicable provisions shall continue as per the terms and conditions of LETTER OF ACCEPTANCE No. BB.LG.W.CSMT.2016.17 dated 08.05.2017 and Contract Agreement No. 2016/CR/CSTM/JLPL/Provision of 18 Nos. escalators and CMC of 18 No. escalators dated 17.07.2017 executed with M/s. Johnson Lifts Pvt. Ltd., Chennai-600101.**

The contractor shall execute this work cautiously without damaging any parts / components / machines, if any damage occurred, the cost of expenditure will be borne by the contractor.

All defective spare parts/components shall be carefully dismantled and removed by the contractor. All released materials shall be handed over to the Railway at the required location as directed by the Engineer-in-charge. Proper records of released materials shall be maintained. All dismantling, loading/unloading, transportation, manpower, vehicles, tools, tackles and other arrangements required for shifting and handing over of released materials shall be arranged by the contractor at his own cost.

SN	SPARES / COMPONENTS	QTY
1	DRIVE CHAIN – N 88-YFJK0703	1
2	DRIVE DEVICE (SEW K97)-YFJK09402	1
3	1000MM ALUMINIUM DIE CAST STEP-BLACK COLOR WITH YELLOW PAINTED DEMARCATION ON 3 SIDES WITH CENTER LINE WITH 80 dia. ROLLERS	10
4	1000MM ALUMINIUM DIE CAST STEP-BLACK COLOR WITH YELLOW PAINTED DEMARCATION ON 3 SIDES WITH CENTER LINE WITH 80DIA ROLLERS	10
5	STEP CHAIN ASSEMBLY-YFKB07810	95
6	ALLEN SOCKET GRUB SCREW M20X40 - B0091216	12
7	CLADDING HOLDER BRACKET-F01.BCMB.001A01-SM	46
8	HAND DRIVE CHAIN - YFCA06004	1
9	HANDRAIL	2
10	HEAD HAND RAIL BRACKET	1
11	HEAD HAND RAIL BRACKET	1
12	GUIDE ROLLER	4
13	SEAT II COMBINATION-YFDK22301	40
14	SUPPORT PLATE-YFDK20701	53
15	SEAT-YFDK20901	77
16	HOLLOW SPRING DOWEL 6*26	76
17	GUIDE PART	4
18	GUIDE BRACKET-YFDK22001	4
19	SEAT COMBINATION	78
20	ROLLER-YFDD07002	2
21	HEAD PUSH BUTTON STAY PUT RED COLOUR RAAS CONTROL MAKE TYPE NO. RCB2-8554	3
22	STEP SAG & JUMPING-UR-RH-DN-LH HANDRAIL ENTRY S/W SCHMERSAL T1R236-02Z-M20	8
23	UP-LH-DN-RH HANDRAIL ENTRY S/W SCHMERSAL-T1R236-02Z-U180	3
24	UP-RH-DN-LH COMB-RH-STEP CHAIN-S/W SCHMERSAL-Z1R236-02ZR-1816	6
25	UP-LH-DN-RH COMB-RH DRIVE CHAIN S/W-SCHMERSAL-Z1R236-02ZR-U180-1816	7
26	SKIRT-BRAKE RELEASE-LINERWEAR SWITCH-T5236-02Z-M20	6
27	16 AMPS 2 PIN SOCKET	2
28	BATTERY AMARON 12V 18AH	1
29	QDQT0419-BUZZER BLACK	2
30	DIFFUSE SENSOR CONTROLLER WITH BASE-AMP 21 C 503 (TELCO)	2
31	DIFFUSE SENSOR (Left) SENDER/RECEIVER CONNECTING CABLE-6M (WITH M12 SOCKET)	2
32	DIFFUSE SENSOR (RIGHT) SENDER/RECEIVER CONNECTING CABLE-6M (WITH M12 SOCKET)	2
33	SMPS 24V, 4.5A, PMT-24V100W1AA-DELTA	1
34	FAN-QW201051	1
35	PUSH BUTTON-Q5302011	4
36	WT145 SMOKE DETECTOR-QDQT0533	3
37	YB3 DDL BRAKE-	1
38	INSPECTION PLUG ASSY AAL-IPA-123	2
39	LCD BOARD WITH 2 LINE DISPLAY	2
40	4 core 6 sq.mm CABLE-COPPER CONDUCTOR, EBXL-XLPE120DEG CINSULATED PVC INNER, FRLS OUTER	15 mtr
41	7 core 6 sq.mm CABLE-COPPER CONDUCTOR, EBXL-XLPE120DEG CINSULATED PVC INNER, FRLS OUTER	4 mtr

42	EH-WIRING ELECTRICAL HARNESS-7.22 METRES	1 Set
43	HANDRAIL SPEED MONITORING SENSOR-NBB4-12GM50-E0-V1-800733	2
44	SPEED MONITORING SENSOR-NBN12-18GM50-E0-VI- 087778	4
45	FLOAT SWITCH-SJEC-MF108	1
46	INSPECTION BOX ASSEMBLY-16 METRE	1
47	CRANK LINK	12
48	INTERMEDIATE SUPPORT-F01 BCMAN700A01	2
49	STEP ROLLER 80 MM DIA (SUB-STEP ROLLER)	190
50	ROLLER FOR COMB CENTERING DEVICE	8
51	STEP SLIDER	190
52	HAND RAIL BELT GUIDE BLOCK ROLLER - WHITE NYLON	10
53	END REVERSING CHAIN-FEH, 19 KTS FOR INCLINED BALUSTRADE	4
54	SKIRT PANEL PACKING SHIM	50
55	AUTOMATIC LUBRICATION BRUSH ASSEMBLY FULL SET	1
56	ADDITIONAL SUPPORT PLATE FOR INNER CLADDING FOR FEH	70
57	SKIRTING PANEL FIXING BOLT (T-TYPE)	50
58	STEP/PALLET LOCKING SCREW-FES, FEH, FET & FEW	100
59	NUT FOR STEP ALLEN SCREW (SQUARE NUT) -B0240400	100
60	FRICTION WHEEL FOR HEAVY DUTY ESCALATOR (FEH)	2
61	BEARING FOR HANDRAIL DRIVE SHAFT-MODEL FL210	2
62	DEFEND JUMP TRACK YFCK12101	2
63	BEND PLATE-YFLK05201	4
64	SS ENTRY COVER WITH SENSOR SET	4
65	SUPPORT PARTS	8
66	SUPPORT PARTS-YFDK17302	5
67	SUPPORT PARTS-YFDK17301	5
68	COMB LIGHT JYCTL-03 AC220V-WHITE	4
69	2 FEET GREEN LED TUBE LIGHT (CL-TSC-2G-9WCL-TSC-2G-9W)	2
70	TRAFFIC LIGTH-FZ806602	2
71	ROLLER GROUP-HAND RAIL BELT TENSION ROLLER ASSY, WHITE (FULL SET)	2
72	DOWN BASE BOARD II-YFDM06901	1
73	HEAD BASE BOARD-YFDK14902	1
74	HORIZONTAL BASE BOARD-YFDK15108	4
75	DOWN BASE BOARDS I-YFDM06702	1
76	DONW BASE BOARDS II-YFDM06902	1
77	1000 BASE BOARDS-YFDK16501	2
78	PROFILE BASE BOARDS-YFDK16701	2
79	STANDARD BASE BOARDS-YFDK16902	9
80	MATCHED BASEBOARD-YFDK17802	1
81	800 KNOCK-DOWN BASE BOARDSYFDK18301	2
82	UPPER BASE BOARDS-YFDM07102	1
83	UPPER BASE BOARD IYFDM18602	1
84	HEAD BASE BOARD-YFDK14901	2
85	INCLINED BOTTOM PANEL ASSY-(STD-1)-H00-05-BP-10-HLAG	1
86	INCLINED BOTTOM PANEL ASSY-(STD-3)-100-07-8P-10-HLAG	2
87	INCLINDE BOTTOM PANEL ASSY-(VARIABLE-2)-HV2-09-BP-10-HLAG	1
88	INCLINDE BOTTOM PANEL ASSY-(STD-4)-100-10-8P-10-HLAG	1
89	TOP BOTTOM PANEL ASSY-(STD-1)-H00-12-8P-10-HLAG	1
90	TOP BOTTOM PANEL ASSY-(VARIABLE-1)-HV1-15-BP-10-HLAG	1
91	TOP BOTTOM PANEL ASSY-(VARIABLE-2)-HV2-16-8P-10-HLAG	1
92	INCLINED LH PANEL-ASSY-(STD-2)-H00-06-LHF-HLAG	2
93	ENTRANCE RH PANEL ASSY-(VARIABLE-1)-HV1-01-RHP-HLAG	1
94	INCLINED RH PANEL-ASSY-(STD-2)-H00-06-RHP-HLAG	2
95	TOP RH PANEL ASSY(STD-2)-H00-11-RHP-HLAG	1
96	DRIVE SLIDER (RED PLASTIC) FOR DRIVE CHAIN BROKEN CONTACT	1
97	OMRON RELAY BASE 4C/O-PYF14A-N	5
98	OMRON RELAY 24VDC 5A 4C/O-MY4N-GS DC24	2



99	OMRON RELAY 230V AC, 4 C/O-MY4NAC230	3
100	EMC FILTER- 15KW-SCHAFFNER PART NUMBER FN 3258-30-33	1
101	MAIN PROCESSOR BOARD V3-RDSO-V19501001	1
102	FAULT COLLECTION BOARD	2
103	UP/DOWN KEY SWITCH (IDEC YW1K-33DE20,QKGL0466)	2
104	SELECTOR ACTUATOR (PLASTIC) 2 POSITION (MAINTAINED CONTACT) WITH 1 NO C ELEMENT-TEKNIC 22.5 MM DIA	3
105	(RCBO) DPN IN VIGI 6 KA - 10 KA-C30 MA	2
106	COMPRESSING ROLLER-USED FOR LOWER FOLD CORNER, 4 for ESC, 2 for TRA	1
107	ANTISTATIC BRUSH 2538029A300	2
108	OVER CURRENT RELAY MOUNTING KIT-LAD78106-SCHNEIDER	1
109	OVER CURRENT RELAY-12-18 A- OVER LRD21-SCHNEIDER	1
110	PESSRAE BOARD (SAFETY CONTROLLER) MCTC PES-E1	1
111	THREADED PLATE F01 A10CF022A	38
112	LED BULK HEAD 10W,6500K WHITE-PBHM01107	2
113	Press part-YFMA07501	2
114	HEAD PART	4
115	CONNECTOR FOR SENSORS-L-TYPE V1-W-BK-224884	8
116	PANASONIC-T5 LED BATTEN-5W 6500K WHITE-PBTM01057	1
117	MONTANARI BRAKE SMPS FOR EMBOO BRAKE COIL	1
118	SUPPORT PLATE-YFDK21001	24

### **Schedule item no. 2**

**Repair and reconditioning of 1 No. Escalator (E-5920) complete with supply, erection, testing and commissioning of various part and accessories etc. at west circulating area of Kopar Railway Station.**

The price shall cover cost of repair and reconditioning of M/s Johnson Lift Pvt. Ltd. Chennai make, Escalator complete with replacement by supply, loading, transportation and unloading to site erection, testing and commissioning of various part, accessories etc. as mentioned below at Kopar Railway Station.

**Any additional spare parts/components required during execution of the work for proper commissioning and functioning of the escalator shall be arranged, supplied and installed by the contractor without any extra cost to the Railway.**

**All spares/components shall be compatible with web-based application software “IR-NIYANTRAC” provided by CRIS or any other web based monitoring system used by Railways.**

**The contractor shall provide and install all necessary software and related accessories required for proper integration and connectivity with the Railway monitoring system.**

The all material / components to be used shall be of OEM only. Supply, erection, testing, commissioning of all materials shall be as per latest RDSO specifications.

**The contractor shall guarantee satisfactory working of the escalators for a period of two years from the date of successful completion of the work. The guarantee period shall include comprehensive maintenance inclusive of all spares, material and labour cost.**

**After completion of two year guarantee period under this contract, the five year CMC at accepted rates and other applicable provisions shall continue as per the terms and conditions of Letter of Acceptance No. BB.LG.W.CSMT.2016.17 dated 08.05.2017 and Contract Agreement No. 2016/CR/CSTM/JLPL/Provision of 18 Nos. escalators and CMC of 18 No. escalators dated 17.07.2017 executed with M/s. Johnson Lifts Pvt. Ltd., Chennai-600101.**

The contractor shall execute this work cautiously without damaging any parts / components / machines, if any damage occurred, the cost of expenditure will be borne by the contractor.

All defective spare parts/components shall be carefully dismantled and removed by the contractor. All released materials shall be handed over to the Railway at the required location as directed by the Engineer-in-charge. Proper records of released materials shall be maintained. All dismantling, loading/unloading, transportation, manpower, vehicles, tools, tackles and other arrangements required for shifting and handing over of released materials shall be arranged by the contractor at his own cost.

SN	SPARES / COMPONENTS	QTY
1	DRIVE CHAIN – N 88-YFJK0703	1
2	DRIVE DEVICE (SEW K97)-YFJK09402	1
3	1000MM ALUMINIUM DIE CAST STEP-BLACK COLOR WITH YELLOW PAINTED	10

	DEMARCATON ON 3 SIDES WITH CENTER LINE WITH 80DIA ROLLERS	
4	1000MM ALUMINIUM DIE CAST STEP-BLACK COLOR WITH YELLOW PAINTED DEMARCATON ON 3 SIDES WITH CENTER LINE WITH 80DIA ROLLERS	10
5	STEP CHAIN ASSEMBLY-YFKB07810	95
6	ALLEN SOCKET GRUB SCREW M20X40 - B0091216	12
7	CLADDING HOLDER BRACKET-F01.BCMB.001A01-SM	46
8	HAND DRIVE CHAIN- YFCA06004	1
9	HANDRAIL	2
10	HEAD HAND RAIL BRACKET	1
11	HEAD HAND RAIL BRACKET	1
12	GUIDE ROLLER	4
13	SEAT II COMBINATION-YFDK22301	40
14	SUPPORT PLATE-YFDK20701	53
15	SEAT-YFDK20901	77
16	HOLLOW SPRING DOWEL 6*26	76
17	GUIDE PART	4
18	GUIDE BRACKET-YFDK22001	4
19	SEAT COMBINATION	78
20	ROLLER-YFDD07002	2
21	HEAD PUSH BUTTON STAY PUT RED COLOUR RAAS CONTROL MAKE TYPE NO. RCB2-B554	3
22	STEP SAG & JUMPING-UP-RH-DN-LH HANDRAIL ENTRY S/W SCHMERSAL T1R236- 02Z-M20	8
23	UP-LH-DN-RH HANDRAIL ENTRY S/W SCHMERSAL-T1R236-02Z-U180	3
24	UP-RH-DN-LH COMB - RH-STEP CHAIN - S/W SCHMERSAL-Z1R236-02ZR-1816	6
25	UP-LH-DN-RH COMB - RH DRIVE CHAIN S/W - SCHMERSAL-Z1R236-02ZR-U180-1816	7
26	SKIRT-BRAKE RELEASE - LINERWEAR SWITCH-TS236-02Z-M20	6
27	16 AMPS 2 PIN SOCKET	2
28	BATTERY-AMARON-12V-18 AH	1
29	QDQT0419-BUZZER-BLACK	2
30	DIFFUSE SENSOR CONTROLLER WITH BASE - AMP 21 C 503 (TELCO)	2
31	DIFFUSE SENSOR (LEFT) SENDER/RECEIVER CONNECTING CABLE-6M (WITH M12 SOCKET)	2
32	DIFFUSE SENSOR (RIGHT) SENDER/RECEIVER CONNECTING CABLE-6M (WITH M12 SOCKET)	2
33	SMPS 24V, 4.5A, PMT-24V100W1AA - DELTA	1
34	PUSH BUTTON-Q5302011	4
35	WT145 SMOKE DETECTOR-QDQT0533	3
36	YB3 DDL BRAKE-	1
37	INSPECTION PIG ASSY. AALIPA-123	2
38	LCD BOARD WITH 2 LINE DISPLAY	2
39	4 core 6 sq.mm, CABLE-COPPER CONDUCTOR, EBXL- XLPE120DEG C INSULATED, PVC INNER FRLS OUTER	15 mtr
40	7 core 6 sq.mm CABLE-COPPER CONDUCTOR, EBXL- XLPE120DEG CINSULATED, PVC INNER, FRLS OUTER	4 mtr
41	JEH-WIRING ELECTRICAL HARNESS - 7.22 METRES	1 set
42	HANDRAIL SPEED MONITORING SENSOR-NBB4-12GM50-EO-V1-800733	2
43	SPEED MONITORING SENSOR-NBN12-18GM50-EO-VI-087778	4
44	FLOAT SWITCH-SJEC-MF108	1
45	INSPECTION BOX ASSEMBLY-16 METRE	1
46	CRANK LINK	12
47	INTERMEDIATE SUPPORT-F01 BCMAN700A01	2
48	STEP ROLLER 80 MM DIA (SUB-STEP ROLLER)	190
49	ROLLER FOR COMB CENTERING DEVICE	8
50	STEP SLIDER	190
51	HAND RAIL BELT GUIDE BLOCK ROLLER-WHITE NYLON	10
52	END REVERSING CHAIN-FEH, 19 KTS FOR INCUNED BALUSTRADE	4
53	SKIRT PANEL PACKING SHIM	50

54	AUTOMATIC LUBRICATION BRUSH ASSEMBLY FULL SET	1
55	ADDITIONAL SUPPORT PLATE FOR INNER CLADDING FOR FEH	70
56	SKIRTING PANEL FIXING BOLT (T-TYPE)	50
57	FRICTION WHEEL FOR HEAVY DUTY ESCALATOR (FEH)	2
58	BEARING FOR HANDRAIL DRIVE SHAFT-MODEL FL210	2
59	DEFEND JUMP TRACK YFCK12101	2
60	BEND PLATE-YFLK05201	4
61	S.S ENTRY COVER WITH SENSOR SET	4
62	SUPPORT PARTS	5
63	SUPPORT PARTS-YFDK17302	3
64	SUPPORT PARTS-YFDK17301	5
65	COMB LIGHT JYCTL-03 AC220V-WHITE	4
66	2 FEET GREEN LED TUBE LIGHT (CL-TSC-2G-9WCL-TSC-2G-9W)	2
67	TRAFFIC LIGTH-FZB06602	2
68	ROLLER GROUP-HAND RAIL BELT TENSION ROLLER ASSY, WHITE (FULL SET)	2
69	UPPER BASE BOARD II-YFDM18602	1
70	UPPER BASE BOARD II-YFDM18601	1
71	UPPER BASE BOARDS-YFDM07102	1
72	UPPER BASE BOARDS-YFDM07101	1
73	800 KNOCK-DOWN BASE BOARDS-YFDK18301	2
74	MATCHED BASEBOARD-YFDK17802	2
75	MATCHED BASEBOARD-YFDK17801	2
76	STANDARD BASE BOARDS-YFDK16902	9
77	STANDARD BASE BOARDS-YFDK16901	9
78	PROFILE BASE BOARDS-YFDK16701	2
79	1000 BASE BOARDS-YFDK16501	2
80	DONW BASE BOARDS II-YFDM06902	1
81	DOWN BASE BOARD II-YFDM06901	1
82	DOWN BASE BOARDS I-YFDM06702	1
83	DOWN BASE BOARDS I-YFDM06701	1
84	HORIZONTAL BASE BOARD-YFDK15106	4
85	HEAD BASE BOARD-YFDK14902	2
86	HEAD BASE BOARD-YFDK14901	2
87	INCLINED BOTTOM PANEL ASSY-(STD-1)-H00-05-BP-10-HLAG	1
88	INCLINED BOTTOM PANEL ASSY-(STD-2)-H00-06-8P-10-HLAG	1
89	INCLINED BOTTOM PANEL ASSY-(STD-3)-H00-07-8P-10-HLAG	1
90	TOP BOTTOM PANEL ASSY-(STD-1)-100-12-BP-10-HLAG	1
91	FRONT SHEET (TOP)-100-FS-10-HLAG-1	1
92	TOP RH TRIANGLE PANEL ASSY-100-09-RHP-HLAG	2
93	HEAD PLATE-YPHK06101	2
94	MIDDLE PLATE ASSEMBLY-400-YFHK06201-400	2
95	MIDDLE PLATE ASSEMBLY-450-YFHK06201-450	1
96	FAN SHAPED SUPPORT-11	1
97	FAN SHAPED SUPPORT	1
98	OMRON RELAY BASE 4C/O-PYF14A-N	5
99	OMRON RELAY 24VDC 5A 4C/O-MY4N-GS DC24	2
100	OMRON RELAY 230V AC, 4 CO-MY4NAC230	3
101	MAIN PROCESSOR BOARD V3-RDSO-V19501001	1
102	FAULT COLLECTION BOARD	2
103	UP/DOWN KEY SWITCH (IDEC, YW1K-33DE20,QKGL0466)	2
104	SELECTOR ACTUATOR (PLASTIC) 2 POSITION (MAINTAINED CONTACT) WITH 1 NO C ELEMENT-TEKNIC 22.5 MM DIA	3
105	(RCBO) DPN N VIGI 6 KA-10 KA-C30 MA	1
106	ANTISTATIC BRUSH 2538029A300	2
107	THREADED PLATE F01.A10CF.022A	38
108	LED BULK HEAD 10W, 6500K WHITE- PBHM01107	2
109	Press part-YFMA07501	2

110	HEAD PART	4
111	CONNECTOR FOR SENSORS-L-TYPE V1-W-BK-224884	8
112	T5 LED BATTEN-5W 6500K WHITE-PBTM01057	1
113	MONTANARI BRAKE SMPS FOR EMBOO BRAKE COIL	1
114	SUPPORT PLATE-YFDK21001	24
115	CONNECT PART-YFDK21401	14
116	PHASE MONITOR 3PH-3W-7UG08181CA20-SIEMENS	1
117	SQUARE TUBE-YFLA13301	1
118	SQUARE COVER-YFLA13201	1
119	COVER PLATE-YFLA13101	1
120	SUPPORT PLATE	4
121	SUPPORT PLATE	4
122	GRAPHICAL DISPLAY BOARD-V3 RDSO-V19501003	1

#### **GENERAL & TECHNICAL CONDITIONS:**

1. The work shall comprise complete repair and reconditioning of both escalators by replacement of defective and worn-out components, to restore them to safe, reliable and efficient operating condition. The work shall be executed by M/s Johnson Lifts Pvt. Ltd. (OEM) using genuine OEM spare parts only. The contractor shall arrange all materials, tools, tackles, consumables and skilled manpower required for execution of the work.
2. All mechanical systems including drive mechanism, step chain, steps & handrail system shall be properly aligned, adjusted, synchronized & lubricated to ensure smooth, vibration free & noise free operation. The steps shall move in proper synchronization and comb plate clearances shall be maintained as per OEM standards to ensure safe operation.
3. All sensors and safety devices including speed sensors, step chain sensors, handrail sensors, emergency stop switches, brakes, skirt protection devices and safety switches shall be checked, calibrated and tested to ensure proper functioning and safe operation of the escalator.
4. All electrical wiring shall be checked and replaced wherever required, with proper termination, insulation and earthing as per standards. Auxiliary systems such as battery, buzzer, display units, etc. shall be ensured to be in proper working condition.
5. Complete cleaning of the escalator shall be carried out. All moving parts shall be properly lubricated, aligned and adjusted. All mechanical, electrical and safety systems shall be thoroughly checked before commissioning.
6. **The handrail shall be covered under OEM guarantee for a minimum period of five years.**
7. The contractor shall submit OEM certification confirming that the escalator after repair complies with original design parameters and is safe for operation.
8. After completion of repair and reconditioning, the escalator shall be inspected and tested as per RDSO guidelines to ensure safe and reliable operation. All test reports & safety certificates shall be submitted and joint inspection shall be carried out with Railway representatives before commissioning.
9. Any defect, failure or breakdown shall be attended promptly and rectified by the contractor free of cost to the Railway. Otherwise penalty shall be imposed as per penalty clause.
10. The contractor shall comply with all statutory requirements applicable for operation of escalators and shall obtain all necessary approvals, inspections and clearances from the concerned Govt. Authority before to commissioning.
11. The contractor shall follow all Railway safety rules and applicable statutory requirements during execution of the work. Proper safety measures shall be taken at all times, adequate barricading and display of warning signage. Good housekeeping shall be maintained throughout the work to ensure safety of passengers, Railway staff and property.
12. All necessary tools, tackles, ladders, scaffolding, hydra, lifting arrangements and other equipment required for execution of the work shall be arranged by the contractor at his own cost. The contractor shall ensure safe handling and execution of the work without causing damage to Railway property.

13. The Contractor should supply the following safety items (Such as Hard Hats, Safety Helmet, Medicated Mask, Safety glasses, Steel-toed shoes, ace shield, insulated Hand gloves, Flame retardant clothing, Torch light, Hearing Protection, Required Testing Equipments, Grounding kits, Rain protection, etc.) adequately and ensure wearing of the safety items by workmen while carrying out the work without fail.
14. All contractor staff shall wear proper uniform with the firm's name and carry valid photo identity cards issued by the contractor and countersigned by Railway authority (valid for 6 months or as directed). No Railway pass shall be issued, and ID cards must be carried at all times during work.
15. The contractor shall take due care during execution of the work to ensure that no incidents of injury occur to his labourers, commuters, passengers, or Railway staff. The contractor shall adopt all necessary safety precautions to safeguard manpower and prevent damage to Railway property during the contract period.
16. All claims arising out of accidents during contract period, whether involving Railway staff or contractor's personnel, shall be settled promptly by the contractor without any liability on the part of the Railway. No compensation shall be payable by the Railway for any injury, loss, or damage sustained during the work. It shall be the sole responsibility of the contractor to ensure the safety and welfare of the personnel deployed under this contract, and the work shall not be delayed at any stage for any reason. Adequate supervision shall be maintained and necessary precautions shall be taken to safeguard personnel against hazards such as ghat terrain, electrical shock, moving trains and live OHE lines.

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**CHAPTER-V**

**SCHEDULE OF QUANTITY**

**AND**

**RATES**

## SCHEDULE OF QUANTITY AND RATES

**Tender No: - BB.LG.W.KOPR.2026.01**

Name of work: - **“Repair and reconditioning of 2 Nos. Escalator of Kopar Railway Station.”**

### PROFORMA OF SCHEDULE OF PRICES

SN	BRIEF DESCRIPTION OF WORK	QTY	UNIT	UNIT RATE	TOTAL
<b>I</b>	<b>Schedule-I: Repair and reconditioning of 2 Nos. Escalator of Kopar Railway Station.</b>				
<b>1</b>	Repair and reconditioning of 1 No. Escalator (E-5919) complete with supply, erection, testing and commissioning of various part and accessories etc. at west circulating area of Kopar Railway Station.	1	nos	3470000.00	34,70,000.00
<b>2</b>	Repair and reconditioning of 1 No. Escalator (E-5920) complete with supply, erection, testing and commissioning of various part and accessories etc. at west circulating area of Kopar Railway Station.	1	nos	3530000.00	35,30,000.00
	<b>Total (in Rs.) (All inclusive)</b>				<b>70,00,000.00</b>

**TOTAL in words: (Rupees Seventy Lakh only)**

**Note:**

- The above rates shall be firm, inclusive of all taxes, GST, duties, freight and other incidental charges.
- Before quoting the rates the tenderer should read explanatory note. In case of any discrepancy between description of price schedule items and explanatory notes of each item, the details specified in explanatory notes shall be applicable.
- All the bidders / tenders should ensure that they are GST compliant and their quoted tax structure / rates are as per GST Law.
- Tenderer shall quote percentage above /at par /below the Railway's estimated cost, as far as possible.
- The quantities mentioned above are tentative, however these may change as per site conditions for improving aesthetic appearance.

## **CHAPTER - VI**

### **FORMS FOR TENDER ETC**



LIST OF WORKS COMPLETED IN **QUALIFYING PERIOD**

S N	Description of work	Organizatio n for whom executed	Approximate value of contract at the time of award.	Payment received in the qualifying period	Date of award	Date of scheduled completion of work	Date of actual start	Actual completion	Final value of contract

Signature of the Contractor

## Proforma B

## LIST OF WORKS ON HAND

SN	Description of work	Contract value	Approximate value of balanced work yet to be done	Date of award

Signature of the Contractor

## DECLARATION FORMAT

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

Clause	CONDITIONS	WRITE YES/NO WHICH IS APPLICABLE
<b>16 (a)</b>	(i) Should a tenderer be a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, OR	<b>YES / NO</b>  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.  <b>THEN</b>  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.
	(ii) Should a tenderer being partnership firm / joint venture (JV) / registered society / registered trust etc. have as one of its partners/members a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, OR	
	(iii) Should a tenderer being an incorporated company have any such retired Engineer of the gazetted rank or any other gazetted officer working before his retirement as one of its directors	
<b>16 (b)</b>	In case, upon successful award of contract, should a tenderer depute for execution of the works under or to deal matters related with this contract, any retired Engineer of gazette rank or retired gazetted officer working before his retirement in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, and now in his employment.	<b>YES/NO</b>  If yes then the tenderer will ensure that retired Engineer or retired gazetted officer had retired from government service at least 1 year prior to the date of his employment with tenderer and in case he had retired from service within a year then he possesses the requisite permission from the President of India or any officer, duly authorized by him in this behalf, to get associated with the tenderer.
<b>16 (c)</b>	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	<b>YES/NO</b>  If yes then the tenderer at the time of submission of tender, will inform the Authority inviting tenders the details of such persons.
<b>Note:</b> - If information as required as per 16. a), b), c) above has not been furnished; contract is liable to be dealt in accordance with provision of clause 62 of Standard General Condition of contract.		

Date:

Signature

Place:

(Name of contractor/firm)

## Annexure - V (A) of GCC April 2022

**(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:

## Annexure VI A of GCC April 2022

**(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 Senior Divisional Electrical Engineer,  
 (General Service) Mumbai CSMT, Central Railway.

Beneficiary: **Senior Divisional Finance Manager, Mumbai CSMT, Central Railway**

Date: .....

**Bank Guarantee Bond No.:**

**Date: -----**

In consideration of the President of India acting through Senior Divisional Electrical Engineer, (General Service) Mumbai CSMT, Central Railway (hereinafter called "The Railway") having invited the bid for **"Repair and reconditioning of 2 Nos. Escalator of Kopar Railway Station."** through Notice inviting tender (NIT) No. **BB.LG.W.KOPR.2026.01**, we have been informed that..... *[Insert name of the Bidder]* ..... (hereinafter called "the Bidder") intends to submit its bid (hereinafter called "the Bid"). WHEREAS, the Bidder is required to furnish Bid Security for the sum of **Rs. 1,40,000/-** 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 **Rs. 1,40,000/-** 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.

## Annexure VI B of GCC April 2022

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

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

**NAME OF BIDDER/JV PARTNER:**

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

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

***SEAL AND SIGNATURE OF THE BIDDER***

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

***(Signature of Chartered Accountant)***

**Name of CA:** \_\_\_\_\_

**Registration No:** \_\_\_\_\_

***(Seal)***

**AGREEMENT \***

AN AGREEMENT made this.....day of .....Two Thousand and..... between the President of India, acting in the premises through the General Manager or his successor.....Railway..... of the Ministry of Railways, Railway Board (hereinafter referred to as "The Purchaser") of the one part and Messrs.....(hereinafter referred to as "The Contractor") of the other part.

Whereas in response to a call for (Name of the work) in ..... section of Mumbai division of Central Railway as per Tender papers at Annexure 'A' hereto the Contractor has submitted a Tender as per Annexure 'B' hereto and whereas the said Tender of the Contractor has been accepted as per copy of Letter of Acceptance No.....dated..... complete with enclosures annexed hereto as Annexure-C indicating the accepted rates and agreed deviations against the Tender No. .... annexed hereto as Annexure-A at a total contract value of Rs.....(Rupees.....Only).

Now this agreement witnessed that in consideration of the premises and the payment to be made by the Purchaser to the Contractor provided for herein below the Contractor shall supply all equipments and materials and execute and perform all works for which the said Tender of the Contractor has been accepted strictly according to the various provisions in Annexure 'A' and 'C' hereto and upon such supply, execution and performance to the satisfaction of the Purchaser, the purchaser shall pay to the Contractor at the several rates accepted as per the said Annexure 'C' and in terms of the provisions therein. Completion period of the said work is ..... months from the date of issue of Letter of Acceptance.

In witness where of the parties have hereunto set and subscribed there respective hands and/or seals the day and year respectively mentioned against their respective signature.

**(Signature of the Contractor)**

Signed and delivered at ..... by Shri.....for and on behalf of M/s.....the Contractor within-named in the presence of :-

Witnesses of Contractor :

1. Signature

Date

Name in Block Letters

Address

2. Signature

Date

Name in Block Letters

Address

**(Signature of the purchaser)**



behalf of the President of India by Shri....., General Manager or his  
successor.....Railway.....Ministry of Railways (Railway Board) in the presence of:-

Witnesses:

1. Signature

Date

Name in Block Letters

Address

2. Signature

Date

Name in Block Letters

Address

.....

Annexure 'A': Tender Papers No.

Annexure 'B': Firm's Offer No.

Annexure 'C': Letter of Acceptance No. .... complete  
with enclosures.



**BANK GUARANTEE BOND FOR PERFORMANCE GUARANTEE**

In consideration of the President of India (hereinafter called "the Government") having agreed to exempt \_\_\_\_\_ (hereinafter called "the said contractor(s)") from the demand, under the terms and conditions of an Agreement No. \_\_\_\_\_ dated \_\_\_\_\_ made between M/s. \_\_\_\_\_ and The Chief \_\_\_\_\_, Central Railway, Mumbai – 400 001 for \_\_\_\_\_ (name of work) (hereinafter called "the said Agreement") of performance guarantee for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of an irrevocable bank guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) i.e. 5% of the contract value. We \_\_\_\_\_ (hereinafter referred to as "the Bank") (indicate name of the Bank) at the request of \_\_\_\_\_ (contractor(s)) do hereby undertake to pay to the Government an amount not exceeding Rs. \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said contractor(s) of any of the terms or conditions in the said Agreement.

2. We \_\_\_\_\_ do hereby undertake.  
(indicate the name of the Bank)

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

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

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

5. We \_\_\_\_\_ further agree with the  
(Indicate the name of the Bank)

the Government that the government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said Contractor(s) to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reasons of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the Government or any indulgence by the Government to the said Contractor(s) or any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

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

7. We \_\_\_\_\_lastly undertake not

(Indicate the name of Bank)

to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 200

For \_\_\_\_\_  
(indicate the name of Bank)

**STANDING INDEMNITY BOND FOR 'ON ACCOUNT' PAYMENTS****(On paper of requisite stamp value)**

We, M/s..... hereby undertake that we hold at our stores Depot/s at ..... for and on behalf of the President of India acting in the premises through the General Manager or his successor of Central Railway (hereinafter referred to as "The Purchaser") all materials for which 'On Account' payments have been made to us against the Contract for supply and erection of (Name of work) \*.on the section/s of Central Railway also referred to as Group/s ..... vide letter of Acceptance of Tender No..... dated..... and materials handed over to us by the purchaser for the purpose of execution of the said Contract, until such time the materials are duly erected or otherwise handed over to him.

We shall be entirely responsible for the safe custody and protection of the said materials against all risk till they are duly delivered as erected equipment to the purchaser or as he may direct otherwise and shall indemnify the purchaser against any loss damage or deterioration whatsoever in respect of the said materials while in our possession and against disposal of surplus materials. The said materials shall at all times be open to inspection by any officer authorised by the General Manager in charge of Railway Electrification (whose address will be intimated in due course).

Should any loss, damage or deterioration of materials occur or surplus materials disposed off and refund becomes due, the Purchaser shall be entitled to recover from us the full cost as per prices included in Schedule 3 to the Contract (as applicable) and in respect of other materials as indicated in, Chapter- IV, section 1 and also compensation for such loss or damage if any long with the amount to be refunded without prejudice to any other remedies available to him by deduction from any sum due or any sum which at any time hereafter becomes due to us under the said or any other Contract.

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

for and on behalf of

M/s.....(Contractor)

Signature of witness

Name of witness in Block Letters

Address.

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\* Strike out whichever is not applicable

**(On Stamp Paper of Requisite Value)****GUARANTEE BOND AGAINST PROVISIONAL ACCEPTANCE PAYMENTS****(TO BE USED BY APPROVED SCHEDULE BANKS/NATIONALISED BANKS)**

1. In consideration of the President of India " hereinafter called "the Government" having agreed to exempt.....(hereinafter called "the said Contractor (s)" from the demand, under the terms and conditions of an Agreement dated.....made between.... and ..... for (hereinafter called "the said Agreement") of Provisional Acceptance Payments for the due fulfillment by the said Contractor (s) of the terms and conditions contented in the said Agreement, on production of a Bank guarantee for Rs.....(Rupees.....only). We,..... hereinafter referred to as "the Bank" (indicate the name of Bank) at the request of ..... (Contractor(s) do hereby undertake to pay to the Government an amount not exceeding Rs..... against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor (s) of any of the terms or conditions contained in the said Agreement.
2. We..... (indicate the name of the Bank) do hereby undertake to Pay the amount due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said Contractor (s) of any of the terms or conditions contained in the said Agreement or by reason of the Contractor (s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding.....
3. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the Contractor (s), supplier (s) in any suit for proceeding pending before any court or Tribunal relating thereto our liability under this present contract being absolute and unequivocal.

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

4. We..... (indicate the name of 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 and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till..... office/Department Ministry of.....certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor (s) and accordingly discharges this guarantee. Unless a Demand or claim under this guarantee is made on us in writing on or before the ..... (b) we shall be discharged from all liability under this guarantee thereafter.
5. We..... (indicate the name of the Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said Contractor (s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor (s) or for any forbearance, act or omission on the part of the Government or any indulgence by the Government to the said Contractor (s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor (s)/ Supplier (s).
7. We..... (indicate the name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Dated: the ..... day of ..... 20  
for.....  
(indicate the name of Bank)

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