

North Eastern Railway
Traction Distribution, Lucknow Division
E- Tender Document for Works Contract

Name of work : Replacement of Existing Composite Insulator (ST, BT & 9T) by
Porcelain Insulator Section BBK - CLJ of LJJ Division of N.E.
Railway.

Tender No. :- SR-DEE-TRD-LJJ-OT-206

Approximate cost of work :- Rs.1,33,93,614.73

1. Validity :- 60 Days
2. Completion period :- 09 Months
3. Earnest Money :- Rs.2,67,900.00
4. Tender document cost :- Rs.0.00

पूर्वोत्तर रेलवे
कर्षण वितरण, लखनऊ मण्डल
कार्य ठेका के लिए ई - निविदा प्रपत्र

कार्य का नाम – पूर्वोत्तर रेलवे के एलजेएन डिवीजन में बीबीके - सीएलजे सेक्शन में पोरसिलेन
इंसुलेटर द्वारा मौजूदा कम्पोजिट इंसुलेटर (एसटी, बीटी और 9टी) को
प्रतिस्थापित करना।

निविदा सं० – वमंविइं-टीआरडी-लजं-ओटी-206

1. कार्य की अनुमानित लागत – 1,33,93,614.73रु०
2. निविदा अवधि – 60 दिन
3. कार्य समापन अवधि – 9 माह
4. बयाना राशि – 2,67,900.00 रु०
5. निविदा प्रपत्र राशि – 0.00 रु०

Part-I
CHAPTER - I

1. The tenderer shall be governed by General Conditions of Contract, preamble and general instructions to tenderers and special conditions of contract. Wherever there is discordance between BOQ, Special condition of contract and technical specifications, the priority shall be in the order of BOQ of work, Special condition of contract and technical specifications.

Bill of Quantities (BOQ) shall mean Schedule of Item(s) included in the tender document along with respective quantities and rates, accepted by the Railway.

The details of works : Replacement of Existing Composite Insulator (ST, BT & 9T) by Porcelain Insulator Section BBK - CLJ of LNJ Division of N.E. Railway.

2. **General Conditions of Contract of 2022 or latest will be followed.** In the tender document the extract of GCC has been reproduced at several locations for the guidance of Contractor. In case of any discrepancy in the tender document and GCC, the Standard GCC-April 2022 with all amendments, issued upto the date of opening of tender document will be applicable. Contractor is instructed to go through GCC with all amendments Slips. In case of any dispute in this regard the decision of Sr.DEE/TRD will be final and binding on the Contractor.

3. In case the date of closing mentioned in the NIT is declare a Holiday/bandh/Strike etc on any account, the date of closing tender on line will not be changed as the application in web site of IREPS does not permit submission of any offer after closing date in the time of tender. However, opening of tenders on line will be on any convenient day after the closing of on line tender.

4. The tenderer shall furnish list of material and suppliers to the purchaser within 15 day of receipt of "Letter of Acceptance" to arrange inspection of material through purchasers representative or RITES". Inspection will be done as decided by Sr.DEE/TRD/LNJ at the time of placing order by the contractor for material.

6. Tenderer's Address:

The tenderer should state in the tender his postal address legibly and clearly. Any communication sent in time, to the tenderer by post at his said address shall be deemed to have reached the tenderer duly and in time. Important documents should be sent by Registered post.

Part-I
Tender Form (First Sheet)

Tender No.....

Name of work - Replacement of Existing Composite Insulator (ST, BT & 9T) by Porcelain
Insulator Section BBK - CLJ of LNJ Division of N.E. Railway.

The President of India.
Acting through
Sr.Divisional Elect. Engineer (TRD)
N E Railway, Lucknow.

- 1- I/We.....have read the various conditions to tender attached here to 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 opening the same and in default thereof, I/We will be liable for forfeiture of my/our "Earnest Money". I/We offer to do the work for North Eastern Railway at the rates quoted in the attached schedule and hereby bind myself/ourselves to complete the work in all respects within.....months from the date of issue of letter of acceptance of the tender.
- 2- I/We also hereby agree to abide by the General conditions of the contract corrected up to printed/advance correction slip no..... datedand to carry out the work according to the special conditions of contract and specifications of material and works as laid down by Railway in the annexed special conditions/specifications and the North Eastern Railway works Hand book corrected up to printed/advance correction slip no..... dated for present contract.
3. A Bid Security of ₹ _____ has already been deposited online/ submitted as Bank Guarantee bond. Full value of the Bid Security shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if:
 - (a) I/We do not submit the Performance Guarantee within the time specified in the Tender document;
 - (b) I/We do not execute the contract documents within seven days after receipt of notice issued by the Railway that such documents are ready; and
 - (c) I/We do not commence the work within fifteen days after receipt of orders to that effect.
4. (a) I/We am/are a Startup firm registered by Department of Industrial Policy and Promotion (DIPP) and my registration number is valid upto (Copy enclosed) and hence exempted from submission of Bid Security.
5. We are a Labour Cooperative Society and our Registration No. is 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 Witnesses:

(1) _____

(2) _____

Signature of Tenderer(s)

Date _____

Address of the Tenderer(s)

PART-I
Chapter – I

PREAMBLE & GENERAL INSTRUCTIONS TO TENDERERS

1. Introduction

On behalf of the President of India, Sr.DEE/TRD/LJN herein after referred to as 'Railway' e-tenders are invited from established, experienced and reliable Contractors for execution of electrical works as detailed above.

1.1 The contract emerging out of this tender shall be referred to as "Works Contract" and the contractor who is awarded the "Works contract" shall be referred to "Works Contractor".

1.2 The tender shall be governed by General Conditions of Contract, preamble and general instructions to tenderers and special conditions of contract. Wherever there is discordance between BOQ, Special condition of contract and technical specifications, the priority shall be in the order of BOQ of work , Special condition of contract and technical specifications.

2. Tender Document

This tender document consists of following five parts:

- Part.-I - Chapter – I Preamble and General Instructions to tenderers.
- Chapter – II Special conditions of Contract.
- Chapter-III Prices & Payments.
- Chapter-IV Explanatory Notes.
- Chapter-V - Tender Forms etc.

3. Submission of e-Tender Document-

The complete information along with tender document of above e-Tenders are available on Website www.ireps.gov.in.

3.1 Bids other than in the form of e-Bids shall not be accepted against above Tenders. For this purpose, venders are required to get themselves registered with IREPS website along with Digital Signature Certificates issued by CCA under ITAct-2000.

3.2 Rates entered into Financial Rate page and duly signed digitally shall be considered. Rates and any other financial entity in any other form/letter head if attached by vendor shall be straight away ignored and shall not be considered.

3.3 Documents being attached should be signed by the tenderer on its body.

3.4 In case of any difficulty help desk available on the website of IREPS may be approached.

4. Tender Form: Tender Forms shall embody the contents of the contract documents either directly or by reference and shall be as per specimen form, Annexure-I (As per GCC-2022).

5. 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

(a) (i) The Bid Security shall be rounded off to the nearest ₹100. This Bid Security shall be applicable for all modes of tendering.

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

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

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

(c) If his tender is accepted, this Bid Security mentioned in sub para (a) above will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract. The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.

(2) The Bid Security shall be deposited either in cash through e-payment gateway or submitted as Bank Guarantee bond from a scheduled commercial bank of India or as mentioned in tender documents. The Bank Guarantee bond shall be as per Annexure-VIA and shall be valid for a period of 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 office of Sr.DEE/TRD/LJN, NER Lucknow, before closing date for submission of bids. (i.e. excluding the last date of submission on bids).

iii. Non submission of scanned copy of Bank Guarantee with the bid on e-tendering portal (IREPS) and/or non submission of original Bank Guarantee within the specified period shall lead to summary rejection of bid.

iv. The Tender Security shall remain valid for a period of 90 days beyond the validity period for the Tender.

v. The details of the BG, physically submitted should match with the details available in the scanned copy and the data entered during bid submission time, failing which the bid will be rejected

vi. The Bank Guarantee shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification "Bid for the ***** Project" and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of the envelope.

vii. The envelope shall be addressed to the officer and address as mentioned in the tender document.

viii. If the envelope is not sealed and marked as instructed above, the Railway assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

6 Care in Submission of Tenders: Compliance with the GST Act, 2017 - change in Para (a) of Clause 6, part I of Indian Railways Standard General Condition of Contract 2019 Vide Railway Board Letter No. 2017/CE-I/CT/4/GST dt 23.06.2017 Subsequent to the enactment of GST Act, care in Submission of Tenders shall be follows as under:

(a)(i) Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of works, that all conditions liable to be encountered during the execution of works are taken into account and that the rates he enters in the tender forms are adequate and all inclusive to accord with provisions in Clause-37 of the Standard General Condition of Contract for the completion of works to the entire satisfaction of the engineer.

(ii) Tenderers will examine the various provision 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 Government and as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.

(iii) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act for 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 available GST to the concerned authority.

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

(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.

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

6.2 Bid Security:

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

(b) The Tenderer(s) shall keep the offer open for a minimum period of 60 days (in case of two packet system of tendering 90days) from the date of closing of the Tender. It is understood that the tender documents have been issued to the Tenderer(s) and the Tenderer(s), is / are permitted to tender in consideration of the stipulation on his / their part that after submitting his / their tender subject to the

period being extended further, if required by mutual agreement from time to time, he will not resale from his offer or modify the terms and conditions thereof in a manner not acceptable to _____ Railway. Should the tenderer fail to observe or comply with the foregoing stipulation, the amount deposited or Bank guarantee bond submitted as Bid Security for the due performance of the above stipulation, shall be forfeited to the Railway.

(c) If his tender is accepted,

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

(ii) the Bid Security mentioned in sub para(a) above submitted as Bank guarantee bond, will be encashed as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract. The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation to the Bid Security that may happen thereto while in their possession, nor be liable to pay interest thereon.

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

7. Right of Railway to deal with Tenders – (As per clause 7 of part-I of GCC)

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

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

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

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

7D. Permission to Bid for a bidder from a country which shares Land boundary with India:

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

7E. Clarification of Bids: To assist in the examination, evaluation & comparison and prequalification 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.

8. Execution of Contract Document: The Tenderer whose tender is accepted shall be required to appear in person at the office of General Manager/General Manager (Construction), Chief Administrative Officer (Construction), Divisional Railway Manager or concerned Engineer, as the case may be, or if tenderer is a firm or corporation, a duly authorized representative shall appear (there

would be no need for appear in person if agreement is signed digitally) and execute the contract agreement within seven days of notice from Railways that the Contract Agreement is ready. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender. The Contract Agreement shall be entered into by Railway only after submission of valid Performance Guarantee by the Contractor. In such cases the Railway may determine that such tenderer has abandoned the contract and there upon his tender and acceptance thereof shall be treated as cancelled and the Railway shall be entitled to forfeit the full amount of the Bid Security and other dues payable to the Contractor under this contract. The failed Contractor shall be debarred from participating in the re-tender for that work.

9. (1) Security Deposit :- (As per para 16.(1) Part-II of GCC April-2022)

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.

9.(2) (i) Refund of Security Deposit: Security Deposit mentioned in sub clause (1) above shall be returned to the Contractor along with or after, the following:

- (a) Final Payment of the Contract as per clause 51.(1) 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.

9. (2) (ii) Forfeiture of Security Deposit: Whenever the contract is rescinded as a whole under clause 62 (1) of GCC 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 GCC of these conditions, the Security Deposit shall not be forfeited.

9.(3) No interest shall be payable upon the Bid Security and Security Deposit or amounts payable to the Contractor under the Contract, but Government Securities deposited in terms of Sub Clause 16.(4)(b) of GCC of this clause will be payable with interest accrued thereon.

10. (4) **PERFORMANCE GUARANTEE** (As per para 16.(4) Part-II of GCC April-2022): The procedure for obtaining Performance Guarantee is outlined below:

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

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

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

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

(i) A deposit of Cash;

(ii) Irrevocable Bank Guarantee;

(iii) Insurance surety bond as per Annexure-XVII (Advance Correction Slip No.9)

Note –

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

(iv) Government Securities including State Loan Bonds at 5% below the market value;

(v) Pay Orders and Demand Drafts tendered by any Scheduled Commercial Bank of India;

(vi) Guarantee Bonds executed or Deposits Receipts tendered by any Scheduled Commercial Bank of India;

(vii) Deposit in the Post Office Saving Bank;

(viii) Deposit in the National Savings Certificates;

(ix) Twelve years National Defence Certificates;

(x) Ten years Defence Deposits;

(xi) National Defence Bonds and

(xii) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of FA & CAO, N.E. Railway, Gorakhpur (free from any encumbrance) may be accepted.

16(4)(h) If a tender is accepted on the quoted rates of bidder which is below the advertised tender value, an additional performance security shall be submitted by the bidder as below :

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

(c) The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the Contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.

(d) The value of PG to be submitted by the Contractor is based on original contract value and shall not change due to subsequent variation(s) in the original contract value.

(e) The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily.

(f) Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be encashed.

(g) The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:

(i) Failure by the Contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.

(ii) Failure by the Contractor to pay President of India any amount due, either as agreed by the Contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer.

(iii) The Contract being determined or rescinded under clause 62 of these conditions.

10. Eligibility criteria:

10.1 Technical Eligibility Criteria:

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

(i) Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, or

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

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

(b) (1) In case of tenders for composite works (e.g. works involving more than one distinct component, such as Civil Engineering works, S&T works, Electrical works, OHE works etc. and in the case of major bridges – substructure, superstructure etc.), tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:

(i) Three similar works each costing not less than the amount equal to 30% of advertised value of each component of tender, or

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

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

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

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

(b) (3) To evaluate the technical eligibility of tenderer, only components of work as stipulated in tender documents for evaluation of technical eligibility, shall be considered. The scope of work covered in other

remaining components shall be either executed by tenderer himself if he has work experience as mentioned in clause 7 of the Standard General Conditions of Contractor through subcontractor fulfilling the requirements as per clause 7 of the Standard General Conditions of Contract or jointly i.e., partly himself and remaining through sub contractor, 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 fulfillment of technical eligibility.

Such subcontractor must fulfill 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.

Note for Item 10.1:

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

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

Note: **Definition of "Similar work" for minimum eligibility criteria** is defined as:

"Design, supply, erection, testing and commissioning of 50Hz, single phase 25 Kv AC OHE, OHE for Railway Electrification of existing line/new line/yard modification".

10.2 Financial Eligibility Criteria:

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

V= Advertised value of the tender in crore of Rupees

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

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

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

10.3 "A" Class License: Tenderer should submit valid "A" class electrical contractor license issued by electrical inspector to state government with the offer. If electrical contractor license has been expired, tenderer should submit receipt of renewal electrical contractor license issued by electrical inspector to state government with offer also. At the time of contract agreement, contractor must submit valid

electrical contractor license issued by electrical inspector to state government. If tenderer have not submitted the valid electrical contractor license, the offer will be **summarily rejected**.

10.4 Submission of Document Verification Certificate: Please submit a certificate in the prescribed format (the format is given as per Annexure - V and V (A)) for verification / confirmation of the documents submitted for compliance of eligibility / qualifying criteria. **Non submission of the certificate, or submission of certificate either not properly filled in, or in a format other than the prescribed format shall lead to summary rejection of offer.**

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

- i. A scanned copy of the Bank Guarantee shall be uploaded on e-Procurement Portal (IREPS) while applying to the tender.
- ii. The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document within 5 working days before closing date for submission of bids.
- iii. **Non submission of scanned copy of Bank Guarantee with the bid on e-tendering portal (IREPS) and/or non submission of original Bank Guarantee within the specified period shall lead to summary rejection of bid.**

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

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

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

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 0.3×0.2 value of the work done in the previous entity. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.

8. In case of existing partnership firm, if any one or more partners quit the partnership firm, the credentials of remaining partnership firm shall be re-worked out i.e., the quitting partner(s) shall take away his credentials to the extent of his share on the date of quitting the partnership firm (e.g. in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and credentials of Rs10 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. 16

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.]

11 Tenderer Credentials:

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

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

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

(ii) Audited Balance Sheet duly certified by the Chartered Accountant regarding contractual payments received in the past.

(iii) The list of personnel / organization on hand and proposed to be engaged for the tendered work. Similarly list of Plant & Machinery available on hand and proposed to be inducted and hired for the tendered work.

(iv) A copy of certificate stating that they are not liable to be disqualified and all their statements/ documents submitted along with bid are true and factual. Standard format of the certificate to be submitted by the bidder is enclosed as Annexure-V. In addition to Annexure V, in case of other than company/Proprietary firm, Annexure-V(A) shall also be submitted by the each member of a partnership firm/Joint Venture(JV)/Hindu undivided Family(HUF)/Limited Liability partnership(LLP) etc. as the case may be. Non submission of a copy of certificate by the bidder shall result in summarily rejection of his/their bid. It shall be mandatory incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested/digitally signed by which they/he are/is qualifying the Qualifying Criteria mentioned in the Tender Document.

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

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

(b) In case of any information submitted by tenderer is found to be false, forged or incorrect after the award of contract, the contract shall be terminated. Bid Security, Performance Guarantee 17 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.

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

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

14. Documents to be Submitted Along with Tender

(i) The tenderer shall clearly specify whether the tender is submitted on his own (Proprietary Firm)

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

(iii) Following documents shall be submitted by the tenderer:

(a) Sole Proprietorship Firm:

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

(b) HUF:

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

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

(c) Partnership Firm:

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

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

(e) Company registered under Companies Act 2013:

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

(ii) A copy of Certificate of Incorporation

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

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

(f) LLP (Limited Liability Partnership):18

(i) A copy of LLP Agreement

(ii) A copy of Certificate of Incorporation

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

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

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

(g) Registered Society & Registered Trust:

(i) A copy of Certificate of Registration

(ii) A copy of Memorandum of Association of Society/Trust Deed

(iii) A copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust.

(iv) A copy of Rules & Regulations of the Society

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

(iii) If it is NOT mentioned in the submitted tender that tender is being submitted on behalf of a Sole Proprietorship firm / Partnership firm / Joint Venture / Registered Company etc., then the tender shall be treated as having been submitted by the individual who has signed the tender.

(iv) After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm / Partnership Firm / Registered Company/ Registered Trust / Registered Society / HUF/LLP etc. shall be neither asked nor considered, if submitted. Further, no suo moto cognizance of any document available in public domain (i.e., on internet etc.) or in Railway's record/office files etc. will be taken for

consideration of the tender, if no such mention is (v) A tender from JV shall be considered only where permissible as per the tender conditions.

(vi) The Railway will not be bound by any change of power of attorney or in the composition of the firm made subsequent to the submission of tender. Railway may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.

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

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

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

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

(a) Should a tenderer

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

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

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

AND

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

THEN

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

b) In case, upon successful award of contract, should a tenderer depute for execution of the works under or to deal matters related with this contract, any retired Engineer of gazetted rank or retired gazetted officer working before his retirement in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, and now in his employment, then the tenderer will ensure that retired Engineer or retired gazetted officer had retired from government service at least 1 year prior to the date of his employment with tenderer and in case he had retired from

service within a year then he possesses the requisite permission from the President of India or any officer, duly authorized by him in this behalf, to get associated with the tenderer.

c) Should a tenderer or Contractor being an individual, have member(s) of his family or in the case of partnership firm/ company / joint venture (JV) / registered society / registered trust etc. one or more of his partner(s)/shareholder(s) or member(s) of the family of partner(s)/shareholder(s) having share of more than 1% in the tendering entity employed in gazetted capacity in the Engineering or any other department of the railway, then the tenderer at the time of submission of tender, will inform the authority inviting tenders the details of such persons.

Note: If information as required as per 16.a), b), c) above has not been furnished, contract is liable to be dealt in accordance with provision of clause 62 of the Standard General Condition of contract.

JOINT VENTURE (JV) IN WORKS TENDERS

17. Participation of Joint Venture (JV) in Works Tender: Joint venture shall be applicable for the cost of work more than Rs. 10 Crore and all the evaluation/decision shall be done as per GCC clause-17 of GCC April-2022.

This para shall be applicable for works tenders wherein tender documents provide for the same.

18. Participation of Partnership Firms in works tenders:

18.1 The Partnership Firms participating in the tender should be legally valid under the provisions/ of the Indian Partnership Act.

18.2 The partnership firm should have been in existence or should have been formed prior to submission of tender. Partnership firm should have either been registered with the Registrar or the partnership deed should have been notarized as per the Indian Partnership Act, prior to submission of tender.

18.3 Separate identity / name should be given to the partnership firm. The partnership firm should have PAN / TAN number in its own name and PAN / TAN number in the name of any of the constituent partners shall not be considered. The valid constituents of the firm shall be called partners.

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

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

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

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

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

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

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

(a) Joint and several liabilities:

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

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

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

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

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

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

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

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

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

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

18.11 Evaluation of eligibility of a partnership firm:

Technical and financial eligibility of the firm shall be adjudged based on satisfactory fulfillment of the eligibility criteria laid down in Para 10 of the Tender Form (Second Sheet) above.

19.0 Advances to Contractor –

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

20. VARIATIONS IN EXTENT OF CONTRACT: (As per para 41 & 42 Part-II of GCC April-2022):

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

20.2 (i) Unless otherwise specified in the special conditions of the contract, the accepted variation in quantity of each individual item of the contract would be upto 25% of the quantity originally contracted, except in case of foundation work (in which no variation limit shall apply). However, the rates for the increased quantities shall be as per sub- para (iii) below.

(ii) The Contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever upto the limit of 25% variation in quantity of individual item of works.

(iii) In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, then same shall be executed at following rates -

- a. Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender;
- b. Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;
- c. Variation in quantities of individual items beyond 150% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.

d. Variation to quantities of Minor Value Item:

The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1 % of the total original contract value.

- d.(i) Quantities operated upto and including 100% of the agreement quantity of the concerned minor value item, shall be paid at the rate awarded for that item in that particular tender;
 - d.(ii) Quantities operated in excess of 100% but upto 200% of the agreement quantity of the concerned minor value item, shall be paid at 98% of the rate awarded for that item in that particular tender;
 - d.(iii) Variation in quantities of individual minor value item beyond 200% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.
- (iv) In case of earthwork items, the variation limit of 25% shall apply to the gross quantity of earthwork items and variation in the quantities of individual classifications of soil shall not be subject to this limit.

- (v) As far as Standard Schedule of Rates (SSOR) items are concerned, the variation limit of 25% would apply to the value of SSOR schedule(s) as a whole and not on individual SSOR items. However, in case of Non Standard Schedule of Rates (SSOR) items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).

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

21. Assignment or Subletting of Contract:

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

(a) (i) Total value of work to be assigned to sub-contractor(s) shall not be more than 50% of total contract value.

(ii) The subcontractor shall have successfully completed at least one work similar to work proposed for subcontract in last 5 years, ending date of submission of proposal by Contractor to Railway, costing not less than 35% value of work to be subletted, through a works contract. For fulfilment of above, Work Experience Certificate issued by a Govt. Department/Organisation shall be considered.

Further, Work Experience Certificate issued by a Public listed company shall be considered provided the company is having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, registered at least 5 years back from the date of submission of proposal by Contractor to Railway and work experience certificate issued by a person authorised by the Public Listed Company to issue such certificates.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. Environmental and Forest clearances:

The Railway represents and warrants that the environmental and forest clearances pertaining to the work commensurate with the progress of work/agreed programme, will be obtained by Engineer. In the event of any delay in securing respective clearances leading to delay in execution of work, the Contractor shall be entitled to Extension of Time for the period of such delay in accordance with the provisions of Clause-17A(ii) of GCC.

23. Period of Completion:

The entire work is required to complete in all respects within **09 months** from the date of issue of the acceptance letter/telegram. Time is the essence of contract. The contractor will be required to maintain steady and regular progress to the satisfaction of the Engineer to ensure that the work will be completed in all respects within the stipulated time.

24. Communications to be in Writing:

All notices, communications, reference and complaints made by the Railway or the Engineer or the Engineer's Representative or the Contractor inter-se concerning the works shall be in writing or e-mail

on registered e-mail IDs i.e. the e mail id provided for correspondence in the contract agreement, otherwise email id registered with IREPS and no notice, communication, reference or complaint not in writing or through e-mail, shall be recognized.

PART-I
CHAPTER – II

SPECIAL CONDITIONS OF CONTRACT

1.2.1. This Tender shall be governed by Preamble and General, Special conditions, Technical Specifications.

1.2.2. If there are varying or conflicting provisions in the documents forming part of the contract, Sr.DEE/TRD/LJN shall be deciding authority with regard to the intentions of the provision and decision will be final and binding on the contractor.

1.2.3. Scheme of work - Within a period of 15 days beginning from the date of issue of Letter of Acceptance of Tender, the Contractor shall submit the detailed time schedule for design and various documents enumerated in tender papers to the purchaser.

1.2.4 Quality Assurance Programme in Supply and Erection:

- a. All materials used in the work shall be of the best quality and of the class most suited for the purpose specified and procured from the sources approved by Research Design and Standard Organization (RDSO)/CORE. It is essential that the manufacturer(s) from whom supply is arranged should have long experience of design and manufacture of equipments, components, materials and fittings. The requisite facilities for testing prototypes supplied against this contract should be available with the manufacturer. In the case of those equipments, components or fittings for which the requisite facilities for testing prototypes are not available with the manufacturer, the manufacturer shall arrange to carry out the prototype tests on his own cost in a testing laboratory approved by the Purchaser. Only tested quality steel shall be used. The contractor shall ensure that the Purchaser's prescribed quality Assurance Standards are rigidly followed in the manufacture and erection/installation of all the materials/components and fittings/equipments required for the work.
- b. Quality of Materials and Erection – The work shall be carried out as per latest RDSO/CORE specification as on the date of opening of tender even if mentioned otherwise elsewhere in the tender.

1.2.4.1 a. Quality Assurance Materials - All the equipments, materials, fittings and component will be subject to quality control programme of manufacturer, being a part of the Quality Assurance Programme of the Contractor. The materials will be inspected by the Purchaser or his representative either at the manufacturer work or at the Contractors' depot as per following procedure:

Material will be inspected by Consignee/RITES, as desired by Sr.DEE/TRD/LJN at the time of placing purchase order by contractor.

- a. The Purchaser or his representative shall have the right to be present during all the stages of manufacture and shall be afforded free of charge all reasonable facilities for inspection and testing as well as to examine the stage inspection report of the manufacturer in addition to the quality audit which the Contractor may institute as a part of his programme so as to satisfy himself that the materials are in accordance with specifications, approved drawings and designs and purchaser's prescribed Quality Assurance Standards.

The manufacturer of components such as fittings, mast etc. shall have embossing of the company's name/make & year as per the specification/drawing.

The Purchaser or his representative shall have the right to be present during all the stages of manufacture and shall be afforded free of charge all reasonable facilities for inspection and testing as well as to examine the stage inspection report of the manufacturer in addition to the quality audit which the Contractor may institute as a part of his programme so as to satisfy himself that the

materials are in accordance with specifications, approved drawings and designs and purchaser's prescribed Quality Assurance Standards.

- b. Erection - All erection work will also be subjected to the quality Assurance Programme including inspection by the Purchaser or his representative to ensure that the work is done in accordance with the specification and approved drawings and designs and purchaser's prescribed quality assurance standards.
- c. Expenses of Purchaser' Representative - All the expenses of Purchaser's representative shall be borne by the Purchaser whether the inspected material is finally utilised in work or not.
- d. The decision of the General Manager or his successor shall be final in respect of acceptability or otherwise of any material, fittings, component or equipment required for the work.
- e. Quality Assurance Programme. - For proper control of quality and to ensure that the materials, equipments and fittings are manufactured according to specification and the erection in according to approved instructions, drawings, specifications, the Contractor shall adopt a suitable quality assurance programme to ensure quality at all necessary points, whether at manufacturer's works, or in his depot or at work site as well as during erection. Such quality Assurance Programme shall also meet the requirement of the purchaser's prescribed quality Assurance Standards. This programme of the Contractor shall generally cover the following: -

1. The organisation to manage and implement the quality assurance programme.
2. The documentation control system:
 - i. Basic control system.
 - ii. Adopted at manufacturer's work
 - iii Adopted at the Contractor Depot and work site.
3. Procedure adopted for:
 - i. Source Inspection.
 - ii. Incoming raw material inspection.
 - iii. Verification of material purchased.
 - iv. Fabrication Controls.
 - v. Site erection controls.
4. Inspection and Test Procedure for:
 - i. Manufacture and quality control procedure.
 - ii. Field activity.
5. System of handling and storage.
6. System of quality audit.
7. System of maintenance of records.
8. For the purpose of obtaining 'On Account Payment', the Contractor shall submit along with the invoice, the documents indicated in the prescribed quality Assurance standards which should inter alia cover the following as may be applicable in each case.
 - i. Material test reports on raw materials used.
 - ii. Material type and routine test report on components specification.
 - iii. Inspection Plan with reports of the inspection Plan check points.
 - iv. Routine test report.
 - v. Factory test results as required under the specification.
 - vi. Quality audit report including test check report of Purchaser's representative if any.

- 1.2.5 Loss In Transit - If loss or damage occurs to the stores or any part thereof during transit by rail, the contractor shall have only such remedy as is available to the Public against the carrier under the Indian Railway (Amendment) Act - 1961, No.39 of 1961.

1.2.6 Force Majeure- 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 the public enemy, civil commotion, sabotage, fires, floods, earthquakes, explosions, epidemics, quarantine restrictions, strikes, lock-outs, any Statute, Statutory Rules, regulations, orders or requisitions issued by any Government Department or competent authority or acts of God (hereinafter referred to as "event") then, provided notice of the happening of any such event is given by either party to the other within twenty one 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 the obligations under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist PROVIDED FURTHER that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event beyond a period as mutually agreed to by the Purchaser and the Contractor after any event or 60 days in the absence of such an agreement whichever is more, either party may at its option terminate the contract, provided also that if the contract is so terminated under this clause, the Purchaser will at the time of such termination take over from the Contractor, at prices as provided for in the contract, all erected equipment or equipments under erection as also all or any portion of unused, undamaged and acceptable equipments, whether in storage or in the course of manufacture, at Schedule rates or at prices mutually agreed to, where Schedule rates are not available.

1.2.7. Other Railway Stores- If any material other than those specified is supplied by the purchaser either at the Contractor's request or suo-moto in order to prevent any possible delay in the execution of the works likely to occur due to the Contractor's inability to make adequate arrangements for supply thereof or otherwise recovery will be made from Contractor's bills at the book rate or the last purchase rate whichever is higher plus 5% on account of initial freight and 2% on account of incidental charges together with supervision charges at 12.5% of the total cost inclusive of material, freight and incidental charges or schedule- 3 rate, whichever is higher. Freight between the Purchaser's source of supply and the contractor's depot or Rail head shall be to the Contractor's account. If, however, the material required by the contractor is not available in Purchaser's stock or the purchaser decides not to supply the same be that for whatever reason, the purchaser shall not be bound to arrange for the supply at cost quoted above or at any other cost nor will this fact be accepted as an excuse for delay in execution of works.

(a) Electricity may be supplied at places where spare capacity is available for running of machinery and for lighting. The contractor shall provide his own distribution system in consultation and with the approval of the purchaser. The cost of providing connections and of energy consumed shall be paid by the Contractor to the Purchaser in accordance with relevant rules and prevailing rates of the Railway.

(b) At places where piped water supply is available the purchaser may supply water to the contractor at convenient points for his office, workshop and stores if necessary connection with the work. The Contractor shall arrange to lay his own pipe lines for distribution in consultation and with the approval of the Purchaser. The Contractor shall be charged for consumption by the Railways at the rate prevailing at that time. The Contractor shall arrange water at the work site at his own cost carried to work site through work trains.

(a) The contractor shall arrange at his own cost all tools, Plant and facilities as necessary for erection and testing of the equipment, in compliance with the specification.

1.2.8. Contractor's drawings etc. –

The price shall cover preparation of all drawings and designs required to be finalized by the Contractor. The Price shall include the following:

i. Making and submission of overhead equipment layout plans, including stagger, location of cut in insulator etc in Auto Cad.

ii. Preparation of cross-section drawings and structure erection drawings for each structure location in Auto Cad.

iii. Choice of type and size of foundations to suit soil and loading conditions except for the ones which are considered as "Works under other Agencies".

iv. Preparation of long section drawings of overhead equipments where such drawings are required including detailed study of overline structures such as foot over bridges, road over bridges etc for maintaining the specified height of contact wire and requisite clearances.

v. Preparation of other designs and drawings including drawings of small parts steel work (other than those for which RDSO standard drawings are available)

vi. Supply of requisite number of copies of all drawings, including completion drawings specified to the Purchaser. After final erection of work, tenderer shall modify the layout plan in the soft copy as well as in hard copy and submit CD.

Note: Tenderer shall prepare the LOP for removal of critical location if required.

Distribution copies - On receipt of Purchaser's qualified approval to the Contractor's drawings, Schedule of quantities, the Contractor, shall submit original tracings of those drawings and schedules for the signature of the Purchaser in token approval within seven days of the receipt of approval and the Purchaser shall as far as possible return the same to the contractor within 7 working days thereafter. On receipt of the tracing from the purchaser, the contractor shall submit copies for distributions to field officers and other department as indicated below within 7 days of receipt of approval tracings:

i. Standard designs including fittings drawings - 8 copies.

ii. Special designs - 8 copies.

iii. Final pegging plans - 8 copies.

iv. Structure cross-section drawings - 6 copies.

v. OHE layout plans - 8 copies

vi. OHE profile drawings - 8 copies

vii. Structure erection drawings - 8 copies

viii. Schedule of quantities - 6 copies

vii. Supply of requisite number of copies of Bonding plan drawings.

If required, the contractor may be asked to prepare pegging plans for the section. No extra payment will be made for the preparation of such pegging plans.

Notes For Measurements –

For the purpose of payment against this item, the length of track shall be measured as under:

i) General - By the difference in the chainages of the length under consideration, as incorporated in the layout plans.

ii) Turnouts - The track taking off shall be deemed as starting from the toe of the switch of the turn out.

iii) Crossover - The length of track shall be taken as the difference in the chainages of the toes of switches of the turnouts constituting the cross over.

iv) Diamond crossing with or without slips - The two tracks crossing each other shall be measured independently as per note (i) above as though there were no crossing. No extra shall be provided for slip points.

v) Dead ends and tops of loops - The lengths for payment under this item shall be upto the chainage of anchor mast of the terminating OHE.

vi) Feeders and return feeders from GSS to feeding Station: This item will also be independent in case of feeders/return feeders/conductors from GSS to OHE feeding stations or in a case of feeders/conductors running on independent structures (not supporting OHE) along or across tracks.

Note: If any ambiguity arises as to the meaning and intent of any portion of the specifications and drawings or as to execution or quality of any work or material or as to the measurements of the works, the decision of the engineer there shall be final subject to appeal within seven days of such decision being intimated to the contractors to the Sr.DEE/ TRD/LJN who shall have the power to correct any errors, omissions or discrepancies in the specifications, drawings, classification or work or materials, and whose decision in the matter in dispute or doubt shall be final and conclusive.

1.2.9. Power Block/Traffic Blocks:

- a. The Purchaser will make arrangements to obtain traffic blocks (hereinafter referred to as blocks) for works to be carried out along or adjacent to the track. The Contractor shall, however, carry out maximum amount of work possible without blocks. Works such as grouting of traction masts, muffing and erection of brackets shall invariably be done without blocks. Installation of droppers and adjustment of traction overhead equipment may also be permitted to be carried out with light ladder trolleys protected by banner flags in accordance with General and subsidiary Rules of Indian Railway.
- b. Blocks will normally be granted during day light hours, if however, it becomes absolutely necessary, blocks may be granted during night also. The Contractor shall confirm that he will equip himself to carry out all construction during night blocks efficiently by suitable special lighting equipments without any extra cost if required to do so). The blocks granted will ordinarily be of one track at a time.
- c. Blocks will be subject to normal operating conditions and rules of the Railway. All formalities of exchanging private number etc with the traffic control will be carried out by the Purchaser's staff and for this purpose the Purchaser will depute a representative for each erection gang, who will be responsible for imposing traffic blocks and also removing the same after men, material and equipment have been cleared by the Contractor from running tracks and the same declared safe for traffic by the Purchaser's representative in case of works involving safety of running tracks.
- d. Blocks required for carrying out works necessitated by the thefts, pilferage, accidents or such other incidents, shall be granted by the Purchaser over and above the normal requirements of block.

1.2.10. Correctness of Work And Materials –

(a) The contractor shall be solely responsible for correctness of the positions, levels and dimensions of the works according to approved drawings, notwithstanding that he may have assisted by the Purchaser or his men in setting out the same.

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

1.2.11 Contractor's Responsibility for discrepancy –

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

b. The Contractor shall be responsible for and shall bear, and pay the cost for any alternation or works arising from any discrepancies, errors or omissions in the designs and drawings supplied by him, whether such designs and drawings have been approved by the Purchaser or not.

1.2.12 Additions and alterations to erected equipments –

The purchaser may require additional installations or modifications to be carried out on the works he deems necessary, either during the execution or after a part or whole of the installations coming with

the purview of the Contract has been put into commercial service. Further it may be necessary and expedient to energize overhead equipment which has been completed and finally adjusted in portions in yard/s. This will necessitate erection of new equipment in the vicinity of or joining energized equipment. In case the prices for such additional works or modifications are not covered by the schedule of price and are such that either party considers additional prices for such works justified, such additional works or modification shall be carried out, only after the additional prices proposed by the Contractor are accepted by the Purchaser. In case additional installations or modifications are required to be carried out under this para, the Purchaser shall grant a reasonable extension of time, should it be necessary.

1.2.13 Training of Purchaser's Staff –

The contractor shall train, free of charge, in a manner mutually agreed between the Purchaser and contractor, such staff of the Purchaser as may be deputed by him, and the wages and allowances and all other associated expenses of such staff shall be paid by the Purchaser.

1.2.14. Work by Other Agencies:

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

b. The contractor shall not be entitled to any extra payment due to hindrance resulting from normal Railway operations, such as delay on account of adequate number of and duration of blocks not being granted, operational delay in movement of work trains extension of time to the contractor.

c. The contractor shall take note that owing to works being carried out by the Purchaser and others, there may be breaks in the continuity of the locations for work owing to works such as track remodeling being undertaken. But the contractor shall not be entitled to claim any extra payment on account of such breaks in the continuity of works would be reasonable ground for extension of completion date/s for the work.

d. If the purchaser is unable to supply materials to the contractor as specified in the contract, in time, the contractor shall not be entitled to any extra payment on account of such delay in supply. However, such delays in supplied will be reasonable ground for extension of completion date/s for the work.

e. In cases where the lines to be electrified are not in their final position, the Purchaser will furnish the remodeling plans for such lines to the Contractor and/ or peg out the altered or remodeled position of the tracks to be electrified to enable preparation of designs and assessment of quantities of components required for the work. However, the contractor may not undertake field work on such tracks till they are in final position. The contractor shall not be entitled to any compensation in case of delay in such remodeling work, but the Purchaser will grant a reasonable extension of time for completion.

f. In course of checking the overhead equipment layout plans, the contractor shall prepare a list of infringements, if any exist, and advise the Purchaser in time. The purchaser will arrange for removal of these infringements. The works which will be carried out by the Purchaser are detailed below:

- i) Alterations of slewing of tracks to accommodate traction structures of overhead equipment or to suit the Railway requirements.
- ii. Alterations to over-bridges, tunnels, foot-over-bridges and irrigation through, raising of bridges or through or lowering of tracks to give sufficient clearance for overhead equipment.
- iii. Protection at over bridges to prevent accidental or malicious interference with overhead equipment.
- iv. In cuttings, any work necessary to provide clearance for traction structures.
- v. At viaducts and bridges, any alterations required to enable traction structure to be accommodated.

- vi. Alterations to station building, signal gantries, signal cabins and other similar constructions, which may be required for erection of overhead equipment, with requisite electrical clearances.
 - vii. Diversion of drainage channels of concrete or earthen ware pipes required to accommodate foundations.
 - viii. Removal of signal, telegraph, power lines and guys to enable overhead equipment to be erected, with requisite electrical clearances.
 - ix. Any blasting work required for excavation in rock other than for foundations.
 - x. Any rail strapping or other similar work/s necessary for the installation of track structures and overhead equipment on bridges and over bridges.
 - xi. Any special steel work and fittings for attachment for masts/portals on steel girder or other bridge, or for attachment to other non-traction structures of the Railway, for carrying or anchoring overhead equipment conductors.
 - xii. Dismantling and drilling of piers of bridges and walls, supply and grouting of dowel pins, or holding down bolts, in the piers of bridges or walls.
 - xiii. Clearing the way and removing all infringements for erection of 25 KV feeder lines from grid sub-stations.
- g. In the course of checking layout plans and general arrangement drawings for switching and/or booster stations, the contractor shall prepare a list of infringements if any exist, and advise the purchaser in time. The purchaser will arrange for removal of these infringements at his own cost.

1.2.15. Infringement of patents:

a) The Contractor is forbidden to use any patents or registered drawings, process or pattern in fulfilling his contract without the previous consent in writing of the owner of such patent, drawing, pattern or trade mark, except where these are specified by the Purchaser himself. Royalties where payable for the use of such patented processes, registered drawings or patterns shall be borne exclusively by the Contractor. The contractor shall advise the Purchaser of any proprietary right that may exist on such processed drawings or patterns which he may use of his own accord.

b. In the case of patent taken out by the Contractor of the drawings or patterns registered by him, or of those patents, drawings, or patents for which he holds a license, the signing of the Contract automatically gives the Purchaser the right to repair by himself the purchased articles covered by the patent or by any person or body chosen by him and to obtain from any sources he desires the component parts required by him in carrying out the repair work. In the event of infringement of any patent rights due to above action of the Purchaser, he shall be entitled to claim damages from the contractor on the grounds of any loss of any nature which he may suffer e.g. in the case of attachment because of Counterfeiting.

c. Indemnification by contractor. - In the event of any claim or demand being made or action being brought against the Purchaser for infringement of later patent in respect of any equipment, machine, plant, work or thing used or supplied by the Contractor under this contract or in respect of any methods of using or working by the Purchaser of such equipment machine, plant work or thing, the contractor shall indemnify the purchaser and keep him indemnified and harmless against all claims, costs, charges and expenses arising from or incurred by reason of such claim provided that the Purchaser shall notify the contractor immediately any claim is made and that the contractor shall be at liberty, if he so desires with the assistance of the Purchaser if required but at the Contractor's expense, to conduct all negotiations for the settlement of the same or any litigation that may arise there from and provided that no such equipment, machine, plant work or thing, shall be used by the Purchaser for any purpose or in any manner other than that for which they have been supplied by the Contractor and specified under this contract.

1.2.16. 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 status in respect of accidents to person who shall be employed by the contractor in or about the site of the contractors office for the purpose of carrying out the works on the site. The contractor shall also take out and keep in force a policy or

policies of insurance against all recognized risks to their offices and depots. Such insurance shall in all respects be to the approval of the Purchaser and if he so requires in his name.

b) Insurance of Man, materials and installations.

The contractor shall take out and keep in force a policy or policies or insurance for Man, all materials in storage, and traction installation excluding foundations under erection and/or erected until such materials and installation are provisionally handed over to the purchaser. For this purpose the traction installation in a section shall be deemed to have been provisionally handed over when provisional acceptance certificate is issued for the section or the traction installation in the section or commissioned or on the expiry of three months after installation are given ready in all respect for handing over, whichever is earlier, for commercial use. The contractor shall not be liable for losses or damages to equipments erected, in the course of erection or in stores at the contractor's depot in consequence of mutiny or other similar causes over which the contractor has no control and which cannot be insured, such losses or damages shall, if required by the purchaser, be made good by the contractor at the cost of the purchaser.

c. The contractor should, however, insure the materials brought to site against risks in consequence of war and invasion as required under the emergency risks (goods) Insurance Act 1962 from time to time.

e. The contractor shall take out all insurance covers in connection with the contract with the General Insurance Corporation of India.

1.2.17. Accident:

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 Workman's Compensation 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, claim demands, costs, charges or expenses arising in connection any death or injury sustained by any person or persons within the Railway property sustained due to the acts or omission of the contractor, his sub-contractors, his agents or his staff during the executions of this contract irrespective of whether such liability arises under the Workman's Compensation Act, or Fatal Accident Act or any other statute in force for the time being.

c. The contractor's liability to meet third party claims of the type outlined above will be applicable only in cases where accidents have been caused by bad design, workmanship, material or negligence on the part of the contractor and further the liability of the contractor will be limited to Rs.5 lakh for any one accident.

d. The contractor shall be responsible for all repairs and rectification of damages to traction installations erected or under erection due to railway accidents, thefts, pilferage or any other cause, without delay to minimize or to avoid traffic detentions, in a section until the installation are provisionally handed over to the purchaser.

e. The contractor shall at his cost arrange for expeditious clearing of the Railway Track/s of traction installations, obstruction or fouling the track/s when they are damaged as a result of railway accident or any other cause, upon the oral/telephonic/written instructions from the Purchaser's representative, until installations are provisionally handed over to the purchaser. If the contractor fails to clear the tracks expeditiously and within reasonable time, the purchaser will arrange to clear the track/s of the damaged installations and recover the expenses incurred from the contractor. If during such clearance operations further damage is caused to the installations, the purchaser is not liable to reimburse the contractor the cost of such further damage in the installations.

f. The contractor shall arrange for temporary slewing of overhead equipment for crane operations for derailment of rolling stock due to accidents for which the contractor is not responsible, if required by the Railway or the purchaser, at the cost of the purchaser until the installations are provisionally handed over to the purchaser. If the contractor fails to slew the overhead equipment within reasonable time the purchaser will arrange to slew the equipment and recover the extra expenses, if any incurred from the contractor. After the crane operations are completed, the contractor shall restore the overhead equipment to its normal position.

1.2.18. Safety measures - a. The contractor shall take all precautionary measures in order to ensure the protection of his own personnel moving about or working on the Railway premises, but shall then confirm to the rules and regulations of the Railway if and when, in the course of the work there is likely to be any danger to persons in the employment of the contractor due to running traffic while working in the Railway siding and premises, the contractor shall apply in writing to the purchaser to provide flagman on look out men for protection of such persons. The purchaser will, however, decide as to whether it is necessary to post such flagmen for various types of work and also the number of such men required to protect the gang or gangs of contractors staff working at site. The purchaser shall remain indemnified by the contractor in the even of any accident occurring in the normal course of work, arising out of the failure of contractor or his men to exercise reasonable precaution at all places of work whether or not the purchaser decides to post flag men at any particular site of work. The flagmen will be appointed by the purchaser and no expense on this account will be charged from the contractor.

b. During stringing operations every care shall be taken to prevent conductors hanging low over tracks on which traffic block has not been given. All conductors shall be pulled out before traffic block is cleared so that such conductors do not infringe with moving traffic.

c. Ladder trolleys shall be used with caution. They shall not be put on tracks until the purchaser's flagmen are on duty to protect the trolleys and the Purchaser's representative authorises in writing for the trolleys to be put on the tracks. Ladder trolleys shall be promptly removed on instructions from the purchaser's representative and well in advance of trains. No claim shall rest on the purchaser in the event of a ladder trolley being run over by train.

d. The contractor shall abide by all Railway regulations in force for the time being and ensure that the same are followed by his representatives, Agents or sub-contractors or workmen. He shall give due notice to his employees and workers about provision of the para.

e. While working within station limits, especially on passenger platforms, the contractor shall ensure that all times sufficient space is left for free-movement of passenger traffic. He must cover and/or barricade the excavations carried out in such areas and continue to maintain these, till the work is completed, with a view to avoid any accident to public or to Railway staff.

f. The works must be carried out most carefully without any infringement of the Indian Railway Act or the General and Subsidiary Rules in force on the Railway, in such a way that they do not hinder Railway operation or affect the proper functioning of or damage any Railway equipment, structure or rolling stock except as agreed to by the purchaser, provided that all damage and disfiguration caused by the contractor at his own cost failing which cost of such repairs shall be recovered from the contractor.

g. If safety of track or track drainage etc. is effected as a consequence of works undertaken by the contractor, the contractor shall take immediate steps to restore normal conditions. In case of delay, the purchaser shall, after giving due notice to the contractor in writing, take necessary steps and recover the costs from the contractor.

h. Moreover, if any time the works to be carried out directly concern the safety of trains, the contractor's staff must comply fully with the Railway regulations given to him by the authorised Railway Staff. The contractor's employees and workers may for no reasons operate any 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.

i. The contractor shall be responsible for safe custody of all equipments till provisional acceptance.

j. The contractor's liability to meet third party claims of the type outlined above will be applicable only in cases where accidents have been caused by the bad design, workmanship material or negligence on the part of the contractor and further the liability of the contractor will be limited to Rs.25 lakh for any one accident.

k. The contractor shall ensure that unauthorized, careless or inadvertent operation of switchgear, which may result in accident to staff and/or damage to equipment, does not occur.

l. The contractor shall abide by all instructions issued by the purchaser from the time to time in connection with protection/safety of track/ Railway installations personnel as well as quality control. The contractor should not leave the excavated pits un-filled overnight. Due to any reason if it became necessary to leave the pit unfilled overnight, it should be filled back effectively with sand bags to the satisfaction of the Purchaser's representative.

m The contractor shall strictly abide by all the safety instructions contained in compendium of instructions on safety at work site near running track.

1.2.19 Disaster Management over NER:

Vehicles and equipment of contractors can be drafted by Railway Administration in case of accidents/natural calamities involving human lives in terms of Board's letter no. 2003/CE-1/Misc/3 dt. 15.7.03 or latest. A data base should be kept ready in respect of the equipments available with the working contractor which can be used in train accidents/ natural calamities involving human lives in the construction office. This data base may also be kept on Railway's secured website which can be accessed by the concerned official of the Railways. However only authorized officials should be able to edit the same.

1.2.20 Provisional Acceptance:

a) Immediately after completion of works of overhead equipment and LT transformer, the contractor, shall certify and advise the purchaser in writing that the section installation is (i) complete (ii) ready for satisfactory commercial service and (iii) ready to handover. He will also place at the disposal of the purchaser the required staff for checking it and putting it into operation.

b) The test or tests as stipulated in the specification excluding power collection tests which would be carried out subsequently in connection with the taking over by the purchaser of the equipment and installations shall be carried out jointly by the Purchaser and the contractor within a month after the receipt of the contractors notification, as stated in sub-para above.

c) After inspection and satisfactory conclusion of tests and when the purchaser is satisfied with the satisfactory working of the installations, he will issue ' Provisional Acceptance Certificate' which would be signed by both the parties. The Provisional Acceptance Certificate will not be withheld for any minor defects.

d) Should the result/s of inspection and the test/s be not satisfactory, an extension of one month will be granted to the contractor to make good the defects and deficiencies, pointed out by the Purchaser. Fresh inspection and test will then be carried out after the contractor has attended to the defects and deficiencies. If these tests are also not satisfactory, the Purchaser may proceed at the contractor's expenses by all means deemed expedient, to have the installation made satisfactory until they comply with the specifications, and approved drawings and design.

e) In such a case, or in case of delay in completing the work under this contract within the time limit, the Purchaser reserves the right, if he deems it possible, to use in a reasonable manner any section or any

part of the section even if some installations of the section are not completely erected. The Purchaser will give to the contractor for this purpose seven days previous notice. The contractor shall then take at his own expenses all necessary steps to complete the works in accordance with the provisions of the contract. In case it becomes impossible to proceed with the above mentioned taking over tests, for reasons other than for which the contractor is responsible, the "Provisional Acceptance Certificate" shall be issued at or within a mutually agreed reasonable period not exceeding three months after completion of the relevant sections as indicated in sub-para/s above.

Note:1. Provisional Acceptance Certificate for each section will be issued immediately after all tests (excluding power collection tests) are completed to the satisfaction of the purchaser. Should the purchaser be unable to complete the tests and energisation of the line within a reasonable time which shall not exceed 1 month from the date of contractor's notification, the issue of provisional Acceptance Certificate shall not be delayed and shall be issued within a maximum time of 3 months after notification. The power collection tests shall normally be carried out for the entire section within three months of the date of energisation of the section.

Note: 2. The issue of Provisional Acceptance Certificate shall not be withheld for rectification of minor defects which may reasonably be considered not essential for energisation and operation of installation. In such cases, only the value of materials and cost of rectification of minor defects shall be withheld from the payments of Provisional Acceptance until rectification is completed.

1.2.21. Defective Equipments to be changed –

a) Notwithstanding the issue of Provisional Acceptance Certificate and partial or full use of any equipment, if the completed equipment, or any portion thereof before it is 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 requirements of the contract, and/or its purpose, the Purchaser shall normally give the contractor prompt notice setting forth the particulars of such 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 respect to make it comply satisfactorily with the said requirements. Should the contractor fail to do so 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 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 moneys 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.

b) The provisions of this para will apply only in respect of the equipments and components supplied by the Contractor or his sub-contractor.

c) Use of Rejected Equipments –

In the event of such rejection as aforesaid, the purchaser shall, without prejudice to his other rights and remedies and in particular without prejudice to his rights under the clause just preceding, be entitled to the use of the rejected equipment for a time reasonably sufficient to enable him to obtain other replacement equipment. During such period, if the rejected equipment is used commercially the contractor shall not be entitled to the payment on energisation until such rejected equipment is rectified and/or replaced, but the Purchaser shall not be entitled to claim any damages arising out of rejected equipment in respect of such period.

1.2.22 Guarantee:

a) The Contractor shall guarantee that all the equipment and works executed under this contract shall be free from all defects and faults in material, design, workmanship and manufacture and shall be of acceptable standards for the contracted work and in full conformity with the technical specifications, drawings and other contract stipulations, for a period of 12 months from the date of commercial operation or from the date of Provisional Acceptance by the Purchaser whichever is earlier.

b) During the period of guarantee the Contractor shall keep available an experienced engineer and necessary equipment to attend any defective installations resulting from defective erection and/or defects in the equipment supplied by the Contractor. This engineer shall not attend to rectification or defects which arises out of normal routine maintenance work. The contractor shall bear the cost of all modification additions or substitutions that may be considered necessary due to faulty materials, design or workmanship for the satisfactory of the equipment. The final decision shall rest with the General Manager/Chief Electrical Engineer or his successor(s)/nominee.

c) During the period of Guarantee the Contractor shall be liable for the replacement at site of any parts which may be found defective in the equipment whether such equipment be of his own manufacture or those of his sub-contractor whether arising from faulty, design, material, workmanship or negligence in any manner on the part of the Contractor provided always that such defective parts as are not repairable at site are promptly returned to the Contractor if so required by him at his (Contractor's) own expenses. In case of type defects in Contractor's equipment and components detected during guarantee period, contractor should replace all such items irrespective of the fact whether all such items have failed or not. The Contractor shall bear the cost of repairs carried out on his behalf by the Purchaser at site. In such a case, the contractor shall be informed in advance of the works proposed to be carried out by the Purchaser.

d) If it becomes necessary for the Contractor to replace or renew any defective portion of the equipment under the para aforesaid then the provision of the said para shall also apply to the portions of the equipments so replaced or renewed until the expiration of six month from the date of such replacement or renewal or until the end of the above mentioned period whichever is later. Such extension shall not apply in case of defects or a minor nature, the decision of the General Manager or his successor/nominee being final in the matter. If any defect be not remedied within a reasonable time during the aforesaid period the Purchaser may proceed to do work at the Contractor's risk and expense, but without prejudice to any other against the Contractor in respect of such defects or faults.

e) The repaired or renewal parts shall be delivered and erected on site free of charge to the purchaser.

f) Any material, fitting, components or equipments supplied additionally to the extent of 50% of the agreemental value shall also be covered by the provisions of this paragraphs. The liability of the contractor under the guarantee shall be limited to resupply shall be effected at the contractor's depot or in the event of closure of the depot at the stores depot of the Engineer in-charge or maintenance of overhead equipment of the erection covered by the contract.

g) In the case of material, components, fittings and equipment supplied by the Purchaser no liability will rest on the contractor for failures on account of defective materials or workmanship and for any consequential damages. Such defective materials if not yet erected on line will be returned by the Contractor to the Purchaser such quantities will be considered for the purpose of final reconciliation over and above allowance as per part I, Chapter IV.

1.2.23 Final Acceptance.:

a) The final acceptance of the entire equipment installed on the section shall take effect from the date of expiration of the period of guarantee or the expiration of the lost of the respective period of guarantee of various sections for which Provisional Acceptance Certificate are issued are brought into commercial operation, provided in any case that the contractor has complied fully with his obligation in

respect of each section, provided also that the attention has been paid by way of maintenance by the purchaser.

b) If on the other hand the contractor has not so complied with his guarantee obligation in respect of any section the purchaser may either extend the period of guarantee in respect of that section until the necessary work are carried out by contraction or carry out those works or have them carried out sub-moto on behalf of the contractor at the contractor expenses. After expiry of the period of guarantee for each section, a certificate of Final Acceptance for the section shall be issued by the purchaser and the last of such certificate which will be called the last and final acceptance certificate. The contract shall not be considered 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.

1.2.24 Payment:

Payment will be governed in accordance with accepted schedule or prices, read with relevant para of the other parts and Chapters of the Tender Papers. The purchaser retains the right to withhold money due to purchaser retains the right to withhold money due to the contractor arising out of this contract for any default of the contractor from other contracts which the contractor may have with the Government of India.

i) The contractor, shall whenever required produce or cause to be produced for examination by the Purchaser any quotation/invoice, cost of other account, book of account, voucher, receipt letter, memorandum paper or writing or any copy of or extract from any such document and also furnish information and returns verified in such manner as may be required in anyway relating to the execution of this contract or relevant for verifying or ascertaining the cost of the execution of this contract (the decision of the purchaser on the question of relevancy of any documents, information or return being final and binding on the parties). The contractor shall similarly produce vouchers etc., if required, to prove to the purchase that materials supplied by him, are in accordance with the specifications laid down in the contract.

ii) If any portion of the work be carried out by a sub-contractor or any subsidiary or allied firm or company the purchaser shall have power to secure the books of such sub-contractor or any subsidiary or allied firm or company, through the contractor, and such books shall be open to his inspection. The contractor should seek prior permission from the purchaser for subletting whole and/or part of the work to any sub-contractor.

iii) It is an agreed term of the contract that the purchaser reserves to itself the right to carry out post-payment Audit and/or technical examination of the works and the final bill, including all supporting vouchers, abstracts etc. and to make the refund of any excess amount paid to him if as a result of such examination any over payment to him is discovered to have been made in respect of any work done or alleged to have been done by him under the contract.

1.2.25 Letter of Credit : Railway Board has issued letter for inclusion of " Letter of Credit" as Mode of payment in Works Tenders or Service Tender vide letter No. 2018/CE-1/CT/9 dt 04.06.2018

1. All works tenders or service tenders invited by Railways through e-tendering on IREPS, having advertised value of Rs.10 lakh and above, shall include in tender conditions, an option for the contractor to take payment from Railways through a letter of credit (LC) arrangement.
2. As such, following special conditions shall be included in the works tenders or service tenders to be invited henceforth:
 - (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 eapplication on which tender or 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 there of 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 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 there of 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 there after shall be finalized by the engineer in consultation with the contractor on the basis of expected progress of work.
 - (e) The LC terms and conditions shall inter-alia indemnify and save harmless the Railway from the against all losses, claims and demands of every nature and description brought or recovered against the Railway by reason of any act or omission of the contractor, his the agents or employees, in relation to the Letter of Credit (LC). All sums payable/borne by railways on this accounts shall be considered as reasonable compensation and paid by contractor.
 - (f) The LC terms and conditions shall inter-alia provided this Railways. Will issue a document of authorization (formal enclosed as Annexure-2) after passing the bill for completed work, to enable contractor to claim the authorised amount from their bank.
 - (g) The acceptable, agreed upon document for payments to be released under the LC shall be the document of authorization.
 - (h) The document of authorization, shall be issued by Railway accounts office against each bill passed by Railways.
 - (i) On issuance of document of authorization, a copy of document of authorization shall be posted on IREPS for download by the contractor. A digitally signed copy of document of authorization shall also be sent by Railway accounts Office to Railway's bank (local SBI branch).
 - (j) The contractor shall take print out of the document of authorization available on IREPS and present his claim to his bank (advising bank) for necessary payments as per LC terms and conditions. The claim shall comprise of copy of document of authorization, bill of exchange and bill.
 - (k) The payment against LC shall be subject to verification from Railway's bank (Local SBI branch).
 - (l) The contractor's bank (advising bank) shall submit the documents of the Railway's bank (Local SBI branch).

- (m) Railway's bank (issuing bank) shall, after verifying the claim so received w.r.t. the digitally signed document of authorization received from Railway accounts Office, release the payment to contractor's bank (advising bank) for crediting the same to contractor's accounts.
- (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.
- (n) The LC shall be closed after the release of final payment including PVC amount, if any, to the contractor.
- (o) The release of performance guarantee or security deposit shall be dealt directly by Railway with the contractor i.e. not through LC.

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

Office of..... Railway

No..... Date.....

The PFA/Sr.DFM/Dy.FA
HQ/Division/Workshop/Cost

Sub: Opening of LC
Ref: Supply Order/Contract Agreement No.

It is requested to open a sight LC against the above referred Order/Agreement in favor of
the details of beneficiary are as under:

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

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

(Signature)

Name.....
Designation.....

(Official Seal)

LCDA No. (18 DIGIT IPAS GENERATED NO.)

Dated:.....

DOCUMENT OF AUTHORIZATION

Reference: (i) Works Contract/Supply Contract No.Dated.....

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

This document is issued against contract No.....(FROM IREPS).....dated.....for supply/work of
 (DESCRIPTION OF GOODS/WORK FROM IREPS).....

The beneficiary of the aforementioned Letter of Credit M/s.....(NAME AND VENDOR CODE)
 (Vendor Codeas per IRPES.....) is entitled to receive payment, aggregating INR....SSS.....(FROM
 ABSTRACT OF BILL PASSED)..... out of a total LC amount of INR.... (FROM MASTER TABLE OF LC
 OPENED) against the first/seconds commercial Invoice No. (FROM IPAS)
 dated FROM IPAS For INR(FROM IPAS) Raised against the above contract from
 State Bank of India (branch FROM LC MASTER TABLE)..... On the strength of this Certificate.

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

S. No.	Invoice No.	Invoice date	Invoice Amount (INR)	LCDA No.	LCDA date	Amount paid (INR)

THIS PAYMENT :-.....SSS.....

LC BALANCE AFTER THIS PAYMENT:.....

(Signature of authorized Railway authority)

Name.....

Designation.....

(Official Seal)

1.2.26 Equipments, components and material received for work:

- i) The Contractor shall utilize all equipments, components or materials, procured specifically for the purpose of execution of the work, in the work or other requirements. Any surplus materials left over at the end of the work shall not be disposed of without prior approval of the purchaser in writing. The purchaser may within a period of six months from the date of Provisional Acceptance of the last section, switching/booster station, notify the contractor of the purchaser interest in any or all of the surplus materials and shall have the right to take over the materials, so indicated at prices indicated in Schedule-3. The materials so notified by the purchaser shall be taken over by the purchaser and paid for in full. The contractor may use in any manner deemed fit, only such surplus materials which are not covered by the purchaser's notification after getting the approval of the purchaser in writing.
- ii) All payments in respect of the contract during the currency of the contract shall be made through Electronic clearing system (ECS)/Electronic funds transfer (EFT). The successful tenderer on award of contract must submit ECS/EFT Mandate Form complete in all respects as detailed at Form-16 of the tender document. However, if the facility of ECS/EFT is not available at a particular location, the payments shall be made by cheque.

1.2.27 A joint assessment of all electrical fittings /Contact wire/Catenary wire/Mast etc. available at site in the existing OHE line on new track under erection will be made by the contractor and nominated Railway official before commencement of the work.

1.2.28 Deployment of qualified Engineers at work sites by the contractor should be strictly followed.

26A.1 The contractor shall also employ qualified Graduate engineer or qualified Diploma Holder Engineer, based on the value of contract, as may be prescribed by the Ministry of Railways through separate instructions from time to time.

26A.2 In case the contractor fails to employ the Engineer, as aforesaid in the Para 26A.1, he shall be liable to pay penalty at the rates as may be prescribed by the Ministry of Railways through separate instructions from time to time for default period for the provisions, as contained in Para 26A.1.

26A.3 No. of qualified engineers required to be deployed by the contractor for various activities contained in the works contract shall be specified in the tender documented as "special condition of contract by the tender inviting authority".

In terms of provision of new clause 26A.1 to the GCC, contractor shall also employ following qualified Engineers during execution of allotted work:

- (i) One qualified graduate Engineer when cost of work to be executed is Rs. 200 lakh and above, and
- (ii) One Qualified Diploma holder Engineer when cost of work to be executed is more than Rs 25 lakh, but less than Rs. 200 lakh Further in case the contractor fails to employ the qualified Engineer, as aforesaid above, in terms of Para 26A.2 to the GCC, shall be liable to pay an amount of Rs. 40,000 and Rs. 25,000 for each month or part thereof for the default period for the provisions, as contained in para (i) and (ii) above respectively.

1.2.29. Extension of Time with Liquidated Damages (LD) for delay due to Contractor:

The time for the execution of the work or part of the works specified in the contract documents shall be deemed to be the essence of the contract and the works must be completed not later than the date(s) as specified in the contract. If the Contractor fails to complete the works within the time as specified in the contract for the reasons other than the reasons specified in Clause 17 and 17-A, the Railway may, if satisfied that the works can be completed by the Contractor within reasonable short time thereafter, allow the Contractor for further extension of time (Proforma at Annexure-VII) as the Engineer may decide. On such extension the Railway will be entitled without prejudice to any other right and remedy available on that behalf, to recover from the Contractor as agreed damages and not by way of penalty for each week or part of the week, a sum calculated at the rate of L.D. as decided by Engineer between 0.05% - 0.3% of contract value of the works for each week or part of the week.

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

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

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.

1.2.30 CONTRACTOR'S DRAWINGS ETC.

Any calculations, designs, drawings, schedules, information, data, progress charts etc. required by the Purchaser's Engineers in connection with the Contract, shall be furnished by the Contractor at his own expenses. The Contractor will not be required to furnish drawings, designs and calculations etc. for basic design s and employment schedules provided by the Purchaser in case no modification/ deviation is proposed by the Contractor for a particular basic design/ employment schedule. In case of new developments in designs, comments on Research Designs and Standards Organization (hereinafter called R.D.S.O's) basic drawings/designs/employment schedules will be submitted by the contractor to the Purchaser. If the R.D.S.O.'s drawing/design/ employment schedule is not revised, Contractor need not submit drawings/designs/employment schedules to the Railway Electrification. In the event of the Contractor suggesting any Alteration/ deviation, which is approved by R.D.S.O. the Contractor will re-trace the drawings and supply copies after approval by Purchaser/R.D.S.O. All designs/drawings/ calculations/data submitted by the contractor for execution of the work shall become property of the purchaser and Railways reserve the right to use them for any work, in any manner deemed fit. In case of any ambiguity in the interpretation of design & drawings, The decision of the purchaser shall be final and conclusive.

PART-I
CHAPTER - III
PRICE AND PAYMENT

1.3.1 Scope:

This chapter deals with prices to be paid for supply and/or erection of various items of work or for supplies and other amounts payable in accordance with accepted schedule of prices and rates and terms and conditions of payment mentioned herein. This is a works contract. The total prices for the completed items of work are the actual prices payable to the contractor as per the terms and conditions of the contract.

1.3.2 Schedule of Prices

(a) (i) Prices for item with SOR

The rates given against various items of work in IREPS Schedule of the tender papers are the standard schedule of rates (S.O.R.). The tenderer are required to quote SINGLE percentage below/at par/above against the SOR updated cost while quoting the summary of prices on IREPS site. The actual payment to be made against any item of Schedule, shall be derived after loading the updated SOR prices with the tenderer's quoted percentage. The prices so obtained shall be the prices for the various items of work given in IREPS schedule.

(ii) Non-Schedule Items

These are the non schedule items and the tender shall quote single percentage of non Schedule Items below/at par/above on estimated cost. The summary of prices of these items shall be included along with the summary of prices of items with SOR /NS for Schedule of Quantity and Rates.

(iii) All prices as above shall be FIRM irrespective of minor variations in basic quantities and use of alternative types of various components and fittings approved by the purchaser. Minor changes in the basis designs shall not affect unit prices, so long as such changes are mutually agreed to by the purchaser and the contractor

b) Unit Prices for Materials

The prices offered in tender shall include all Taxes, Duties and levies (including Octroi etc.) applicable on this works contract. Therefore, they should quote their prices taken into account, the rate of taxes as leviable in the event of sale through works contract to the Central Government Organization in that state. It is clarified that required forms applicable for this purpose will be supplied to the contractor as applicable in the state where the contract is being executed. The prices shall also include provision for losses and wastage in transit and erection.

c) For Erection

The prices offered in tender shall include cost of erection and testing to be done by the Contractor to the extent indicated in Part-II, Chapter VII and also cover all cost of administration of the contract, insurance premia, bankers' charges for guarantees, cost of stamps, cost of storage, loading, unloading and handling of materials, and for any road transport which the Contractor may use for carriage of materials between his depot and depot/s and site of work. The unit prices shall include cost of works and adjustments necessary to be done by the contractor during or after the tests carried out by the purchaser as per tender conditions.

d) Price Variation Clauses :- As per GCC 2022 or latest.

e) Quantities

The approximate estimated quantities of various items of works are included in E- Tender schedule.

(f) Explanatory Notes

Explanatory notes for various items of work included in Schedule - 1 are given in Part I, Chapter IV.

(g) New items of work

If during the execution of the work the Contractor is called upon to carry out any new item of work not included in Schedule-1, the Contractor shall execute such works at such prices as may be mutually agreed with the Purchaser before commencement.

1.3.3 Price of Equipments, Components and Materials – The prices of individual equipment, components and materials required for the work inclusive of excised duty, sales tax and insurance premia under the emergency risk (Goods), Insurance act in force if any shall be included in schedule 1 rate. The prices shall be related to the actual prices of the components and materials to the contractor as obtained by him at the time of submitting his tender. If required by the purchaser the tenderer/contractor shall substantiates such prices. No adjustment of rates is permissible if alternative approved fittings are used for any reason whatsoever.

1.3.4 Price of Additional supplies - The additional supplies will be taken over from the contractor at the price indicated in schedule 1.

1.3.5 Payments and recoveries –

70% of the item price (material cost) on receipt of materials in railway custody/Indemnity bond after successful inspection and due certificated by Engineer representative at manufacture works or at site of works. Further payment of material & erection cost to cover 90% of the contract price on successful completion of inspection and due certificated of installation and testing of all material including equipment by Engineer representative. Balance 10% payment shall be released after successful completion of work and certification by Engineer representative.

1.3.6 On account payments –

- a) On account payment will be made for equipments, components, fittings and materials required for the execution of work and additional supply as described below subject to a maximum of four 'On Account' bills in the whole contract. No 'On Account' payment will be made on supplies of concreting materials. 'On Account' payment made will subsequently be adjusted against progress payment and against payment due on provisional acceptance and /or against payment due on supply of spares and other supplies. All 'On Account' payment shall be covered by a standing indemnity bond in the approved Form.
- b) 'On account' payments for equipments, components, fittings and materials will be made to the extent of 70% on the unit prices of such equipments, components, fittings and materials on receipt of the same at the Contractor's depot. All invoices shall be accompanied by the following.
 - i) Supplier Challan.
 - ii) Inspection Certificate granted by Purchaser's representative.
 - iii) Certificate of receipt of materials at Contractor's depot/s duly accepted by the Purchaser's Engineers.
 - iv) Certificate that stores have been insured.
 - v) Quality Assurance documents.
 - i) Excise Duty Gate Pass for supplies.

1.3.7 Recoveries from the Contractor

- a) Contractor and other refunds due from the contractor shall unless otherwise specified, ordinarily be made by deductions from payments due to the Contractor covering the value of supply and erection in the progress payment for erection, and from payment on Provisional Acceptance.
- b) The cost of materials supplied by the Purchaser under para "SPECIFIED RAILWAY STORE" will be recovered in full by the Purchaser at the relevant price in schedule 3 or book rate or last purchase rate, whichever is higher, to the extent of requirement of such materials from the payments to be made to the Contractor.

- c) The cost of materials if supplied under para "OTHER RAILWAY STORES" will be recovered in the manner indicated in the sub-para (a) above.
- d) The materials supplied under above paras under "OTHER RAILWAY STORES" in Part I Chapter -II shall be covered by the standing indemnity bond.
- e) The security deposit shall be 5% of the contract value as per the preamble. The rate of recovery should be @10% of the bill amount till the full security deposit is recovered. Security deposit will be recovered only from the running bill of the contract and no other mode of collecting SD such as SD in the form of instruments like BG, FD etc. shall be accepted towards security deposit.

1.3.8 Progress payments for supply and erection (General) –

Progress payment for foundations, mast erection, bracket erection and wiring shall be as under.

- (a) Foundation: On completion of foundation, the contractor shall receive payments to the extent of 70% of prices of foundation and 20% after mast erection & mugging.
- (b) Mast Erection: On completion of erection of Masts and portals, contractor shall receive payments to the extent of 90 % of the prices for erection of Mast & portals.
- (c) Bracket Assemblies: On completion of erection of bracket assemblies the contractor shall receive payments to the extent of 70 % of prices of erection of bracket assemblies and 20% after erection of OHE.
- (d) Erection of OHE: On completion of erection of other Items & wiring the contractor shall receive payment to the extent of 70%.
- (e) After final adjustment of OHE and SED Checking Contractor shall receive 20% balance payment of Item "d" above.
- (f) On completion of each Item of work in schedule-1, the contractor shall be due payments to the extent of 90% of the prices for supply and/or erection included in Schedule-1. The portions of the Progress payments towards the supply shall be progressively set off against 'On account payment' for supply made under "On Account" until the entire 'On account payments' are adjusted. Thereafter the progress payment towards supply shall commence.

1.3.9 Payment for additional supplies

The contractor shall receive payments for additional supplies ordered, if any, in accordance with the prices included in Schedule 1, on delivery of such supplies to the purchaser after due adjustment against 'On account' payment made in terms of tender conditions.

1.3.10 Income Tax, GST and other Taxes : The Income Tax, GST and other taxes etc shall be applicable as per latest extent rules.

- (a) Under section 194-C of the income Tax Act. 1961 deduction of 2% or as applicable on Income Tax will be made for sums paid for carrying out the work under this contract.
- (b) Wherever the law makes it statutory for the purchaser to deduct any amount towards GST or works contract or any other deduction, the same will be deducted and deposited.
- (C) The tenderer for carrying out any construction work in Uttar Pradesh must get themselves registered from the Registering Officer under Section-7 of the Building and other Construction Workers (Regulation of Employment and Conditions of Services) Act, 1996 and the Building and other Construction Workers Welfare Cess Act 1996 and rules made there to by Uttar Pradesh Government and submit the certificate of Registration issued by the said Registering Officer. For enactment of this Act, the tenderer shall be

required to pay cess @ 1% of cost of construction work to be deducted from each bill. Cost of material shall be outside the purview of the cess, when supplied under a separate schedule item.

1.3.11 Payments for surplus Materials –

The Contractor shall receive payment on prices included for the surplus materials taken over by the Purchaser on delivery of such materials to the Purchaser.

1.3.12 Final settlement –

On expiry of the maintenance period and issue of the certificate of the final acceptance of the entire installation, the Security Deposit will be refunded to the contractor after adjustment of any dues payable by the contractor.

1.3.13 Measurements

- (a) Payment for field work shall be made in accordance with approved designs and drawings and measured in relevant units except where provided for otherwise. In case the dimensions of the work are more than those shown in approved designs and drawings, the contractor will not be entitled to any extra payment, unless dimensions are increased on account of physical impossibility of carrying out the work in accordance with approved drawings and designs. In case the dimensions of work are less than those shown in the approved designs and drawings and the work is accepted without being rejected, payment will be made as per work actually done.
- (b) The measurements will be made generally in accordance with standard engineering practice and in conformity with the explanatory Notes for Schedule in IREPS.

1.3.14 Release of Performance Guarantee-

The performance guarantee shall be released after the physical completion of the work based on the completion certificate issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily. The security deposit however, shall be released only for the expiry of the maintenance period and after passing the final bill based on No Claim Certificate.

1.3.15 Release of Security Deposit:

Security deposit shall be returned to the contractor after the expiry of maintenance period of the work as certified by the competent authority. The competent authority shall normally be the authority who is competent to sign the contract. If this competent authority is of the rank lower than JA grade, then a JA grade officer (concerned with the work) should mention that the work has been completed in all respect and that all the contractual obligations have been fulfilled by the contractors to Railways against the contract concerned. Before releasing the SD, an unconditional and unequivocal no. claim certificate from the contractor concerned should be obtained.

- a) After issue of the final certificate of acceptance of the entire installation, after expiry of the warranty period, the Railway shall release the security deposit earlier submitted by the contractor.
- (b) After the work is physically completed, security deposit recovered from the running bills of a contractor can be returned to him if he so desires, in lieu of FDR/irrevocable Bank Guarantee for equivalent amount to be submitted by him.
- (c) The security deposit shall, however, be liable to be forfeited in the case of any breach by the contractor of any of the conditions of the contract for non completion of full contract without prejudice to other rights remedies of the purchaser whether specifically provided herein or otherwise and the performance guarantee shall be encashed and the balance work shall be got done separately.

1.3.16 Purchaser not bound to accept any tender:-

The purchaser shall not bind to accept the lowest or any tender or to assign any reason for non-acceptance or rejection of a tender. The purchaser reserves the right to accept any tender in respect of the whole or any portion of the work specified in the tender papers or to reduce the work or to accept any tender for less than the tendered quantities without assigning any reason whatsoever.

1.3.17 Imposition of penalty for delay in the completion of work:

The competent authority while granting extension to the currency of contract under clause 17(B) of GCC may consider penalty as deemed fit based on the merit of the case.

1.3.18 VITIATION Statement on increased/decreased in Qty- During execution of work, increase / decrease in quantities shall be approved keeping in view that there should not be any vitiation in tender. In case of any VITIATION, the payment of increased/decreased quantities shall be made as per lowest offer rates for respective subsection.

PART- I
CHAPTER – IV

EXPLANATORY NOTES OF SCHEDULE OF RATES - SCHEDULE OF PRICES

SECTION 1 – GENERAL

1.4.1 Explanatory notes for various items of work in Schedule -1 Section-1 and 2 are given below:

1.4.2 The basic quantities of components and materials required to make up a unit of work for selected items are indicated for guidance only. There may be minor variation to suit erection but no adjustment in prices of Schedule-1 shall be made on that account. In estimating the prices for various items of work provision for loss and wastage in transit and erection should be provided for over and above the basic quantities of components and materials required to make up a unit work, indicated herein, except where otherwise specified for materials supplied by the purchaser.

1.4.3 In the explanatory notes given in Section 2 of this Chapter, the term 'Small Parts Steel work' is meant to cover fabricated steel work made from rolled steel sections, complete with bolts and nuts and washers where required for fastening the small parts steel work to any structural member. The term "attachment" wherever used is intended to cover castings, forging, machined or welded components or fittings, which are attached directly to a structural member, or mounted on small parts steel work and shall include bolts and nuts for fastening the attachment to the structural member or small parts steel work.

1.4.4 In the explanatory notes given in Section 2 of this Chapter, the term "bimetallic connection" is meant to cover any connection between a copper conductor and an aluminum conductor. The clamps used for such connections shall be made up of a suitable aluminum alloy or copper alloy and the copper/aluminum conductor shall be wrapped with a bimetallic (aluminum copper) strip to prevent direct contact between aluminum and copper.

1.4.5 Special notes for measurements are included in Section 2 of this chapter under various items, where necessary.

1.4.6 Reconciliation of materials supplied by the purchaser.

a) The following procedure shall be adopted for the final reconciliation of the various equipments, materials fittings and conductors supplied by the purchaser.

b) All the materials supplied by the purchaser shall be correctly accounted for and quantities reconciled on completion of the work by the Contractor. On completion of work, all surplus materials supplied by the Purchaser together with the ones found defective or that have become defective or broken on account of defective materials and/or workmanship shall be returned to purchaser by the Contractor.

c) Steel - Cost of rolled steel masts, gantry masts, fabricated steel work damaged or not accounted for, will be recovered at rates specified in note at the end of this para.

d) Wires and conductors - The purchaser will supply to the contractor all wires and conductors required for the work based on unit quantities, inclusive of erection allowances in accordance with the lengths of finished wires and conductors for new items of work. Out of the quantity as calculated above, the contractors shall return to the purchaser wires and conductors in longest possible bits or in the form of scrap as calculated on the basis of final

quantities of item of work of schedule and the quantities specified. The total length of finished wires and conductors deemed to have been erected will be the difference viz as calculated on the basis of the final quantities of IREPS schedule and the bare unit length specified with the lengths of finished wire and conductors for new items of work.

Notwithstanding the above, it is general condition that the contractor shall return to the purchaser all wires and conductors which have been supplied to him but not utilized on works. Should the contractor be unable to do so, the purchaser shall be entitled to recover the cost of such wires and conductors as specified in

note at the end of para 1.4.6(e). For the purpose of reconciliation the length of wire or conductors deemed to have been supplied by purchaser to contractor will be the length stenciled on the drum and the length deemed to have been returned by the contractor will be the actual length of cut pieces and/or the length calculated on the basis of the actual weight of cut pieces scrap and liner density specified.

e) Other equipments, fittings and components - The purchaser will supply the requirement of the various other equipment's, components or fittings listed in Annexure 4. If there are any shortage during final reconciliation, their cost will be recovered by the purchaser from the contractor at the prices inclusive of all charges as specified in Note below:

Note (i) If there are any shortage during final reconciliation, their cost will be recovered by the purchaser from the contractor at the book rate or the last purchase rate or the prevailing market rate whichever is higher plus 5% on account of initial freight, 2% on account of incidental charges together with supervision charges @ 12.5% of the total cost inclusive of material freight and incidental charges. Freight between the purchaser's source of supply and the contractor's depot shall be on the Contractor's account.

(ii) No recovery/reconciliation shall however, be made as per the preceding paras if the items stated under clause 1.4.6 are made contractor supply by including the respective optional items in the contract.

1.4.7 Released Material:

The contractor shall return to the purchaser all the released OHE material from the existing system at the first available opportunity but not later than a week at the purchaser's store. If the contractor fails to return the released material in specified time, the cost of released material will be recovered from the progress bill before releasing any payment.

PART- I
CHAPTER – IV
SECTION-2: PARTICULAR
OHE PARTICULAR

1. Notwithstanding anything to the contrary in this section, the entire requirements of the equipments, components and fittings for the work, listed in IREPS schedule will be supplied by the purchaser to the contractor. The prices in the IREPS schedule shall be exclusive of cost of supply of these items mentioned in IREPS schedule.
2. In the case of wires, conductors, etc the prices for erection shall include any assembly work to be done in the contractor's depot prior to erection at site, such as fabrication of droppers etc to shapes and sizes required.

ITEM No. 4(ax)(i) Supply of Porcelain insulators (ST & BT) for single Bracket assembly

The price shall cover only supply of ST and BT Insulators mentioned against each items required for replacement of existing ST and BT insulators of cantilever.

ITEM No. 8(bx) Supply of 9T insulators :

The price shall cover only supply of 9-tonne Porcelain (CD-1050mm) required for replacement of existing 9-tonn insulators for termination of OHE.

Work under power block :-

The price under this item cover extra charges over and above erection rate of items as per Annexure for erection of equipment in the vicinity of energized overhead equipment and feeders or erection of equipment with joints equipment already energized or on energized equipment which calls for a power block (shutoff of traction power).

The price payable under this item shall be 100% extra over the erection rate of the items referred to above, provided such work is not called for on account of non- compliance with specifications, approved drawings and instructions given by the purchaser from time to time. The extra erection rate under this item will not be payable, if power block is given for a total duration of 4 hrs or more in a day. Where the prices under this item are applicable, the contractor shall finalize the quantities of various items of work to be done under a power block, jointly with the purchaser's Engineer Prior to taking the work in hand.

Non Schedule items

Schedule-2

NS-1 Erection of Stay Insulator including dismantling of Existing Insulator :

&

NS-2 Erection of Bracket Insulator including dismantling of Existing Insulator :

The price shall cover erection and adjustment of of Porcelain/Composite Stay Arm or Bracket Insulator [1050/1600 MM CD] as per RDSO Specification. The price shall also cover dismantling of old existing Porcelain/Composite Stay Arm or Bracket Insulator and handing over the same to concerned SSE/OHE/TRD depot.

Necessary Porcelain Stay Arm or Bracket Insulator will be supplied by Railways and the same are to be transported by the contractor. Necessary tools & tackles, pulling and lifting machines etc., required for erection and adjustment shall be arranged by the contractor.

- Note: i. All the released material to be handed over to concern depot in charge inclusive of loading, unloading and transporting the same by the contractor only.
ii. Both Contractor and Depot incharge ,ensure all Insulators are tested before Erection.

NS-3: - Erection of 9T Insulator including dismantling of Existing Insulator :

The price shall cover erection and adjustment of all components including 9 tonne porcelain/composite insulator. The price shall also cover dismantling of old 9 tonne porcelain/composite Insulator and handing over the same to concerned SSE/TRD depot.

Necessary 9 tonne Insulator will be supplied by Railways and the same are to be transported by the contractor. Necessary tools & tackles, pulling and lifting machines etc., required for erection and adjustment shall be arranged by the contractor.

Note: 1. All the released material/Unused material to be handed over to concern depot in charge(SSE/TRD) inclusive of loading, unloading and transporting the same by the contractor only.
2. Both Contractor and Depot incharge ,ensure all Insulators are tested before Erection.

PART-II
FORM - 2
TENDERER'S CREDENTIALS

Please fill in the questioner below:

1	Give details of your previous experience on installation of similar equipment. and the details of present work load in the proforma given below.	
a.	Type of work	
b.	Purchaser	
c.	Section/Group	
d.	TKM/No. of TSS	
e.	Cost of work	
f.	Date of award of contract	
g.	Stipulated date of completion of contract	
h.	Actual date of completion of contract for works already executed.	
i.	Present status of work under execution and performance reports if any.	
2	Have you entered into technical collaboration with any consultants to assist you in this work If so, give full particulars.	
3a.	Engineering Organization, Technical capabilities, Design & Drawing capabilities.	
b.	In past how many contracts the tenderer has handled simultaneously and details of the same.	
4	Give the names of principal manufacturers from whom supply is assured.	
5	Give the names of your Bankers and their reference.	
6	Give constitution of your firm. Attach certified copies of legal documents in support thereof.	
7	Give the financial turnover for the proceeding three years.	

NOTE: This form shall be filled precisely and with full details.

ANNEXURE-V

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

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

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

SEAL AND SIGNATURE
OF THE TENDERER

Place:

Dated:

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

ANNEXURE-V(A)

Reference -Para 6.1 of ITT

(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:

Para 5 of the Instructions to Tenderers

(Bid Security)

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

Name of the Bank: -----

President of India,

Acting through,

..... Railway,

Beneficiary: Railway

Date:.....

Bank Guarantee Bond No.:

Date:-----

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

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

AND

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

1. KNOW ALL MEN that by these present that I/We the undersigned [*Insert name(s) of authorized representatives of the Bank*], being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay to the Railway full amount in the sum of [*Insert required Value of Bid Security*] as above stated.
2. The Bank undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway on the Bank shall be final, conclusive and binding, absolute and unequivocal on the Bank notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Bidder or Bank. GCC April 2022
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 herein before shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.
5. The Bank agrees that no change, addition, modifications to the terms of the Bid document or to any documents, which have been or may be made between the Railway and the Bidder, will in any way absolve the Bank from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification made by Railway at any time.

6. This guarantee will remain valid and effective from.....*[insert date of issue]*till
.....*[insert date, which should be minimum 90 days beyond the expiry of validity of Bid]*.
Any demand in respect of this Guarantee should reach the Bank within the validity period of Bid Security.

7. The Bank Guarantee is unconditional and irrevocable.

8. The expressions Bank and Railway herein before used shall include their respective successors and assigns.

9. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the Railway. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.

10. The Bank hereby confirms that it is on the SFMS (Structured Financial Messaging System) and shall invariably send the advice of this Bank Guarantee to the following bank details –

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

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

Date

Place.....

Bank's Seal and authorized signature(s)

[Name in Block letters]

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

[P/Attorney] No.

Witness:

1 Signature, Name & Address & Seal

2 Signature, Name& address & Seal

Bank's Seal

[P/Attorney]No.

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

Annexure –VIB

Reference -Para 1.1.12.2 of Tender Form (Second Sheet) of Annexure I of ITT

Each Bidder must fill in this form separately:

NAME OF BIDDER:

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

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

2. The information supplied shall be substantiated by data in the audited balance sheets and profit and loss accounts for the relevant years in respect of the bidder or all members constituting the bidder

3. Contents of this form should be certified by a Chartered Accountant duly supported by Audited Balance Sheet duly certified by the Chartered Accountant.

SEAL AND SIGNATURE OF THE BIDDER

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

(Signature of Chartered Accountant)

Name of CA: _____

Registration No: _____

(Seal)

FORMAT FOR AFFIDAVIT TO BE UPLOADED BY TENDERER ALONGWITH THE TENDER DOCUMENTS

(to be executed in presence of public notary on non-judicial stamp paper of the value of Rs.100/-.The stamp paper has to be in the name of the tenderer)**

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

1. I/we the tenderer (s), am/are signing this document after carefully reading the contents.
2. I/we the tenderer (s), also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the tender documents from Indian Railways website www.ireps.gov.in . I/we have verified the contents of the document from the website and there is no addition, no deletion or no alternation of the content of the tender document. In case of any discrepancy noticed at any stage i.e. evolution of tenders, execution of work of final payment of the contract, the master copy available with the Railway Administration shall be final and binding upon me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/we also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
6. I/we declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.
7. I/we undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall be lead to forfeiture of the tender EMD besides banning of business for five year on entire IR. Further, I/we (insert name of the tenderer)** and all my/our constituents understand that my/our offer shall be summarily rejected.
8. I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, alongwith forfeiture of EMD/SD and performance guarantee besides any other action provided in the contract including banning of business for five year on entire IR.

DEPONENT
SEAL AND SIGNATURE
OF THE TENDERER

VERIFICATION

I/We above named tenderer do hereby solemnly affirm and verify that the contents of my/our above affidavit are true and correct. Nothing has been concealed and no part of it is false.

DEPONENT
SEAL AND SIGNATURE
OF THE TENDERER

Place :
Dated :

****The contents in italics are only for guidance purpose. Details as appropriate, are to be filled in suitably by tenderer. Attestation before Magistrate/Notary Public.**

STANDING INDEMNITY BOND FOR 'ON ACCOUNT' PAYMENTS
(on requisite Stamp value)

We, M/s _____ hereby undertake that we held at our stores depots at _____ for and on behalf of the President of India acting in the premises through the Sr. DEE/TRD/N.E. Railway, Lucknow. _____ 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 traction sub-station on the section/s _____ on _____ Railways also referred to as vide letter no. 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 authorized by the Sr. Divisional Electrical Engineer/TRD charge of the N.E. Rly, Lucknow or his successor (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 - 1 to the Contract (As applicable) and in respect of other materials as indicated in Part I, Chapter -IV, Section - I and also compensation for such loss or damage, if any, along with the amount to be refunded without prejudice to any other remedies available to him by deduction from any sum due or any sum which at any time hereafter become due to us under the said or any other Contract.

Dated this _____ day of _____ 2019
(For and on behalf of)
M/s _____ (Contractor)

Signature of Witness :

Name of witness IN BLOCK LETTERS
ADDRESS

Name of the Bank _____

President of India
Acting through _____ (Designation
and address of contract signing authority)

Bank Guarantee Bond No. _____
Dated _____

PERFORMANCE GUARANTEE BOND

In consideration of the President of India acting through _____ (Designation & Address of Contract Signing Authority), North Eastern Railway, DRM's Office, Lucknow (hereinafter called "The Government") having agreed under the terms and conditions of agreement/Contract Acceptance letter No. _____ Dated _____ made between _____ (Designation & address of contract signing Authority) and _____ (hereinafter called "the said contractor(s)" for the work _____

(hereinafter called "the said agreement") having agreed for submission of a irrevocable Bank Guarantee Bond for Rs. _____ (Rs. _____ only) as a performance security Guarantee Bond from the contractor(s) for compliance of his obligations in accordance with the terms & conditions in the said agreement.

1. We _____ (indicate the name of the Bank) hereinafter referred to as the Bank, undertake to pay to the Government an amount not exceeding Rs. _____ (Rs. ____ only) on demand by the Government.

2. We _____ (indicate the name of the bank, further agree that (and promise) to pay the amounts due and payable under this guarantee without any demur merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the Government by reason of any breach by the said contractor of any of the terms or conditions contained in the said agreement or by reason of the contractor 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. _____ only.

3 (a) We, _____ (indicate the name of Bank) further undertake to pay to the Government any money so demanded notwithstanding any dispute or dispute raised by the contractor (s) in any suit or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal.

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

4. We, _____ (indicate the name of bank) to 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 by _____ (Designation & Address of contract signing authority) on behalf of the Government, certify 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.

5. (a) Notwithstanding anything to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the Government or until (date of validity/extended validity) whichever is earlier and no claim shall be valid under this guarantee unless notice in writing thereof is given by the Government within validity / extended period of validity of guarantee from the date aforesaid.

(b) Provided always that we _____ (indicate the name of the Bank) unconditionally undertakes to renew this guarantee to extend the period of guarantee form year to year before the expiry of the period or the extended period of the guarantee, as the case may be on being called upon to do so by the Government. If the guarantee is not renewed or the period extended on demand, we _____ (indicate the name of the Bank) shall pay the Government the full amount guarantee on demand and without demur.

6. We, _____ (indicate the name of Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without effecting in any manner out of obligations hereunder to vary any of the terms and conditions of the said contract from time to time or to postpone for any time or from time to time any to the powers exercisable by the Government against the said contractor (s) and to forbear or enforce any of the terms and conditions of 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 bearance 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 for the said reservation would relive us from the liability.

7. This guarantee will not be discharged by any change in the constitution of the Bank or the Contractor (s).

8. We, _____ (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.

9. This guarantee shall be valid upto _____ (Date of completion plus Maintenance Period). Unless extended on demand by Government. Notwithstanding anything to the contrary contained herein before, our liability under this guarantee is restricted to Rs. _____ (Rs. _____ only) unless a demand under this guarantee is made on us in writing on or before _____ we, shall be discharged from our liabilities under this guarantee thereafter.

Dated _____ the day of _____ for _____ (indicate the name of bank)

Signature of Bank Authorize official

(Name):

Designation:

Full Address.

Witness:

1. _____

2. _____

NEFT MANDATE FORM

Details of beneficiary

1 Name of Policy Holder or Claimant

2 Policy Number

3 Bank Name

4 Address of the Bank

5 Account Type Saving/Current/.....

6 Bank Account Number

7 IFS Code of Bank

8 Your Mobile Number +91

9 E mail ID

10 PAN No. of Company

Please Enclose:

1) Cancelled Cheque leaf where in the name of account holder is mentioned or

2) Photo Copy of 1st page of the Bank pass book where the name of account holder, bank

(END OF TENDER DOCUMENT)