

**EASTERN RAILWAY**

**ASANSOL DIVISION**

**TENDER DOCUMENT**  
**FOR**

Tender No.	DCPM-GS-SNT-ASN-01-26-27
Tender Notice No.	SG.TENDER/DYCPM/SNT/ASN/01
Name of the work	S&T work in connection with provision of new Electronic Interlocking (EI) systems conforming to RDSO EI specification RDSO/SPN/192/2019 with latest amendments at New Madanpur (MPUR) station in the Dumka-Basukinath and Dumka-Baraplashi sections, at Tapasi (TOP) station in the Andal Jn. (UDL)-Sitarampur (STN) section, and at Chhota Ambana (CAM) station in the Sitarampur (STN)-Pradhankhunta (PKA) section; alteration/modification in the existing Alsando (Hitachi) make MICROLOK-II EI system at Sonachara (SSCR) station in the Andal Jn. (UDL)-Sitarampur (STN) section in connection with yard remodelling works as per approved SIP at MPUR, CAM, TOP & SSCR stations; and associated S&T works of various S&T items as per site requirements at Andal New ROH Shed at Marshalling Yard of Asansol Division, Eastern Railway.

**Dy.CPM/S&T/GSU**  
**/Eastern Railway/ Sealdah.**

EASTERN RAILWAY  
TENDER FORM (First Sheet)

**Tender No.** DCPM-GS-SNT-ASN-01-26-27

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To  
The President of India  
Acting through the Dy.CPM/S&T/GSU/SDAH/Eastern Railway.

1. I/We \_\_\_\_\_ have read the various conditions to tender attached hereto and agree to abide by the said conditions. I/We also agree to keep this offer open for acceptance for a period of \_\_\_\_ days from the date fixed for closing of the tender and in default thereof, I/We will be liable for forfeiture of my/our "Bid Security". I/We offer to do the work for Eastern Railway, at the rates quoted in the attached bill(s) of quantities and hereby bind myself/ourselves to complete the work in all respects within \_\_\_\_\_ months from the date of issue of letter of acceptance of the tender.

2. I/We also hereby agree to abide by the Indian Railways Standard General Conditions of Contract, with all correction slips up-to-date and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by Railway in the annexed Special Conditions/Specifications, Standard Schedule of Rates (SSOR) with all correction slips up-to-date for the present contract.

3. A Bid Security of Rs. \_\_\_\_\_ has already been deposited online/ submitted as Bank Guarantee bond. Full value of the Bid Security shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if:

- (a) I/We do not submit the Performance Guarantee within the time specified in the Tender document;
- (b) I/We do not execute the contract documents within seven days after receipt of notice issued by the Railway that such documents are ready; and
- (c) I/We do not commence the work within fifteen days after receipt of orders to that effect.

4. (a) I/We am/are a Startup firm registered by ..... Department of Industrial Policy and Promotion (DIPP) and my registration number is ..... valid upto ..... (Copy enclosed) and hence exempted from submission of Bid Security.

5. We are a Labour Cooperative Society and our Registration No. is ..... with ..... and hence required to deposit only 50% of Bid Security.

6. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.

Signature of Witnesses:

(1) \_\_\_\_\_  
(2) \_\_\_\_\_

\_\_\_\_\_  
Signature of Tenderer(s)  
Date \_\_\_\_\_

Address of the Tenderer(s)  
\_\_\_\_\_

**TENDER FORM (Second Sheet)**

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

- (a) Tender Forms – First Sheet and Second Sheet
- (b) Special Conditions/Specifications (enclosed)
- (c) Bill(s) of quantities (enclosed)
- (d) Standard General Conditions of Contract and Standard Specifications (Works and Materials) of Indian Railways as amended/corrected upto latest correction slips, copies of which can be seen in the office of **Dy.CPM/S&T/GSU/SDAH/Eastern Railway**, or obtained from the office of the Chief Engineer, Eastern Railway on payment of prescribed charges.
- (e) Standard Schedule of Rates (SSOR) as amended / corrected up to latest correction slips, copies of which can be seen in the office of **Dy.CPM/S&T/GSU/SDAH/Eastern Railway**, or obtained from the office of the Chief Engineer, Eastern Railway on payment of prescribed charges.
- (f) All general and detailed drawings pertaining to this work which will be issued by the Engineer or his representatives (from time to time) with all changes and modifications.

2. Drawings for the Work: The Drawing for the work can be seen in the office of the **Dy.CPM/S&T/GSU/SDAH/Eastern Railway**, and / or CSTE/ Eastern Railway at any time during the office hours. The drawings are only for the guidance of Tenderer(s). Detailed working drawings (if required) based generally on the drawing mentioned above, will be given by the Engineer or his representative from time to time.

3. The Tenderer(s) shall quote his / their rates as a percentage above or below the Standard Schedule of Rates (SSOR) of Eastern Railway as applicable to ASANSOL Division except where he/they are required to quote item rates and must tender for all the items shown in the Bill(s) of Quantities attached. The quantities shown in the attached Bill(s) of Quantities are given as a guide and are approximate only and are subject to variation according to the needs of the Railway.

The Railway does not guarantee work under each item of the Bill(s) of Quantities. The tenderer(s) shall quote rates / rebates only at specified place in Tender Form supplied by Railway. Any revision of rates / rebates submitted (quoted) through a separate letter whether enclosed with the bid (Tender Form) or submitted separately or mentioned elsewhere in the document other than specified place shall be summarily ignored and will not be considered.

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

5. The works are required to be completed within a period of 12 months from the date of issue of acceptance letter.

**TENDER FORM (Second Sheet)**

**GENERAL INSTRUCTION TO THE TENDERER(S) & VARIOUS CONDITION OF TENDER:**

The following instructions and conditions are the part of tender/contract for the work of **Dy.CPM/S&T/GSU/SDAH/Eastern Railway:-**

- 1.(a) **Dy.CPM/S&T/GSU/SDAH/Eastern Railway**, invites tender for the instant tender work. Tenders must be offered through the prescribed tender form as above and must be submitted in the online through available in IREPS website [www.ireps.gov.in](http://www.ireps.gov.in) and should reach in the online not later than **15.00 hrs.** on **29.06.2026**. The submission of tender through online will be closed at **15.00 hrs.** on **29.06.2026**. No tender received after the time and date specified above shall be considered. Submission of manual offers against electronic tenders are not allowed and any manual offers, so submitted shall not be opened/considered.
- (b) The tenders will be opened at **15.30 hrs.** on **29.06.2026** and rates read out in the presence of such tenderer who choose to be present.
2. The cost of tender document to be submitted along with the offer in respect of e-Tendering, should be accepted through net banking, payment gateway or as allowed in IREPS website only. Further, note that the cost of tender form of **Rs.0.00** (Not Refundable) should be submitted along with the offer through Net Banking, payment gateway or as allowed in IREPS website only.
- 3(a) The unit rates shall be quoted both in figures and words for each items, if allowed for bidding otherwise rate to be quoted in the bidding schedule as prescribed in IREPS website for the tender.
- (b) If there be any variation in rate quoted by the tenderer in words and in figures, then the lower of the two will be treated as final and binding if item wise rate bidding is allowed in IREPS website for the instant tender.
- (c) The rates quoted by the tenderer shall be inclusive of all kinds of taxes, duties, carrying cost, loading, unloading, GST etc. Note that GST to be quoted separately, if mentioned in the schedule otherwise to be quoted rate as per bidding schedule as shown in IREPS website. No claim for octroi or any other taxes etc. shall be entertained by the Railway at any later stage and on any ground whatsoever to be followed as per terms and conditions of tender.
- 4.(i) The tenderer shall be required to submit a sum of **Rs 66,22,000.00** towards the Bid Security with the tender through net banking, payment gateway or as allowed only in respect of e-Tendering in IREPS website.
- (ii) **Tender Form:** Tender Forms shall embody the contents of the contract documents either directly or by reference and shall be as per specimen form of GCC'2022. e-Tender Forms shall be issued free of cost to all tenderers.
- (iii) **Omissions & Discrepancies:** Should a tenderer find discrepancies in or omissions from the drawings or any of the Tender Forms or should he be in doubt as to their meaning, he should at once notify the authority inviting tenders. The tender inviting authority may, if deemed necessary, clarify the same to all tenderers. It shall be understood that every endeavor has been made to avoid any error which can materially affect the basis of tender and successful tenderer shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.

**5. Bid Security:**

- (1) (a) The tenderer shall be required to submit the Bid Security by a sum of **Rs 66,22,000.00** 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.

**Note:**

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

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

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

(b) The Tenderer(s) shall keep the offer open for a minimum period of **120 days** from the date of closing of the Tender. It is understood that the tender documents have been issued to the Tenderer(s) and the Tenderer(s), is / are permitted to tender in consideration of the stipulation on his / their part that after submitting his / their tender subject to the period being extended further, if required by mutual agreement from time to time, he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to Eastern 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) Subject to exemptions provided under para 5(1) (a) of Part-1 (ITT) of this document, the tender must be accompanied by a Bid Security as mentioned in tender documents, failing which the tender shall be summarily rejected.

(d) 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 fulfilment 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 fulfilment of the contract in terms of Clause 16 of the Standard General Conditions of Contract.

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

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

(e) The Bid Security furnished in accordance with the above shall be forfeited by the Railway if the tenderer unilaterally withdraws or amends to or impairs/derogates from the tender in any respect within the period of validity of his offer to be counted after the date of opening of the tender. If the prescribed Bid Security is not submitted by the tenderer along with the offer, the tender offer will be rejected.

(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 of G.C.C. 2022 (i.e. **Form- 5 of the instant tender document**) and shall be valid for a period of 90 days beyond the bid validity period.

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

i. A scanned copy of the Bank Guarantee shall be uploaded on e-Procurement Portal (IREPS) while applying to the tender.

ii. The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender (i.e. the staff of Receive & Despatch section in the office of Dy.CPM/S&T/GSU/SDAH/Eastern Railway) document **within 5 working days before closing date for submission of bids.**

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

iv. The Tender Security shall remain valid for a period of **120 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 (i.e. Dy.CPM/S&T/GSU/SDAH/Eastern Railway, Kaiser Street, Kolkata-700014).

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:**

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

(a)(ii) Tenderers will examine the various provisions of The Central Goods and Services Tax Act, 2017(CGST)/ Integrated Goods and Services Tax Act, 2017(IGST)/ Union Territory Goods and Services Tax Act, 2017(UTGST)/ respective state's State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt.& as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.

(a)(iii) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to railway immediately after the award of contract, without which no payment shall be released to the Contractor. The Contractor shall be responsible for deposition of applicable GST to the concerned authority.

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

(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.

(d)(i) Possible fluctuation of market rates must be taken into consideration before quoting the rates and no claim on this account shall be entertained afterwards.

(ii) No scribbling is permissible in the tender documents and no special conditions are to be stipulated by the tenderer in the tender. He may opt for any proposal in a separate covering letter.

(iii) No reference to previous deposit of Bid Security and security deposit for adjustment against the present tender will be accepted and their any request for recovery from any outstanding bills for Bid Security and security deposit against present tender will not be entertained.

(e) The tenderer(s) shall not increase his/their quoted rates in case the Railway Administration negotiate for reduction of rates, such a negotiation shall not amount of cancellation or withdrawal of the original offer and the rates originally quoted will be binding on the tenderers.

(f) The tenderer/s shall sign every page of the tender document and should submit all of them along with the tender offer.

(g) The cancellation of any document such as power of attorney, partnership deed etc. should be forthwith communicated by the contractor to the Railway Administration in writing, failing which the Railway Administration shall have no responsibility or liability for an action taken on the strength of the said documents.

(h) Multiple L-1: In case of more than L-1 bidders, tender may be awarded to tenderer having higher Bid Capacity. In case of Bid Capacity is also the same, tenderer having done more value of similar work in last three previous financial years and the current financial year upto the date of opening of the tender, may be selected for the award.

6.1 The tenderers shall submit a copy of certificate stating that all their statements/documents submitted along with bid are true and factual. Standard format of certificate to be submitted by the bidder is enclosed as **Annexure-V of G.C.C. 2022 (i.e. Annexure-E of the instant tender document)**. In addition to Annexure-V, in case of other than Company/Proprietary firm, Annexure —V(A) (i.e. Annexure-F of the instant tender document) shall also be

submitted by the each member of a Partnership Firm / Joint Venture (JV) / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. as the case may be. Non submission of above certificate(s) by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested/digitally signed by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document.

7(a). **Right of Railway to Deal with Tenders:** The Railway reserves the right of not to invite tenders for any of Railway work or works or to invite open or limited tenders and when tenders are called to accept a tender in whole or in part or reject any tender or all tenders without assigning reasons for any such action. 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.

7(b). **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.

7(c). **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.

7(d). **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.

(e) The authority for the acceptance of the tender will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest tender or any other tender, and tenderer(s) shall neither demand any explanation for the cause of rejection of his/ their tender nor the Railway to assign reasons for declining to consider or reject any particular tender or tenders.

(f) If the tenderer(s) deliberately gives / give wrong information in his / their tender or creates / create circumstances for the acceptance of his / their tender, the Railway reserves the right to reject such tender at any stage.

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

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

(h) The Railway administration reserve the right to modify the quantity from time to time whether it is an increase or decrease in the scope of the work. The tenderer shall not be entitled to any compensation but will be paid for as per contract agreement for the actual work done.

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

8(i). **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.

(ii) The successful Tenderer(s) shall be required to execute an agreement with the President of India acting through the Dy.CPM/S&T/GSU/SDAH/Eastern Railway for carrying out the work according to Standard General Conditions of Contract, Special Conditions / Specifications annexed to the tender and Standard Specifications (Works and Materials) of Railway as amended/corrected upto latest correction slips, mentioned in tender form (First Sheet).

9. **Form of Contract Document:** Every contract shall be complete in respect of the document it shall so constitute. Not less than 2 copies of the contract document shall be signed by the competent authority and the Contractor and one copy given to the Contractor (there would be no need of signing two copies if agreement is signed digitally).

(a) For Zone Contracts, awarded on the basis of the percentage above or below the applicable chapter(s) of Standard Schedule of Rates (SSOR) for the whole or part of financial year, the contract agreement required to be executed by the tenderer whose tender is accepted shall be as per specimen form, Annexure-II of GCC 2022. During the currency of the Zone Contract, work orders as per specimen form Annexure-III of GCC 2022, for works not exceeding Rs. 5,00,000 each, shall be issued by the Divisional Railway Manager / Executive Engineer under the agreement for Zone Contract.

(b) For contracts for specific works, the contract document required to be executed by the tenderer whose tender is accepted shall be an agreement as per specimen form Annexure- IV of GCC 2022.

## **10. Eligibility Criteria for works costing above 50 lakhs :**

### **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.

Note:- The above technical eligibility criteria shall be applicable for the instant tender work.

(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 subcontractor, with prior approval of Chief Engineer in writing.

However, if required in tender documents by way of Special Conditions, a formal agreement duly notarised, legally enforceable in the court of law, shall be executed by the main contractor with the subcontractor for the component(s) of work proposed to be executed by the subcontractor(s), and shall be submitted along with the offer for considering subletting of that scope of work towards fulfilment of technical eligibility. Such subcontractor must 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. Organisation, work experience certificate issued by Public listed company having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of closing of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates.

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.

**Similar Nature of Work**

Electronic Interlocking work {Indoor OR (Indoor + Outdoor)}. And/ OR Panel Interlocking work {Indoor OR (Indoor + Outdoor)}. And/ OR Route Relay Interlocking work {Indoor OR (Indoor + Outdoor)}.

**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 crores of Rupees

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

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

The tenderers shall submit requisite information as per Annexure-VIB of GCC 2022 (**Form-6**), 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 Bid Capacity:**

The tender/technical bid will be evaluated based on bid capacity formula detailed as Annexure-VI of GCC'2022, with advance correction slip No.1.

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

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

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

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

**11. Tenderer should submit the following documents for work costing above 50 lakhs:**

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 Eastern Railway, ASANSOL division, 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 vide Annexure-AIII.
- (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 vide Annexure-AI. Similarly list of Plant & Machinery available on hand and proposed to be inducted and hired for the tendered work vide Annexure-AII respectively.
- (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 certificate to be submitted by the bidder is enclosed as **Annexure-V of G.C.C. 2022 (i.e. Annexure-E of the instant tender document)**. In addition to Annexure-V, in case of other than Company/Proprietary firm, Annexure —V(A) (i.e. Annexure-F of the instant tender document) shall also be submitted by the each member of a Partnership Firm / Joint Venture (JV) / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. as the case may be. Non submission of a copy of certificate(s) by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested/digitally signed by which they/he 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 up to two years.  
(b) In case of any information submitted by tenderer is found to be false, forged or incorrect after the award of contract, the contract shall be terminated. Bid Security, Performance Guarantee and Security Deposit available with the railway shall be forfeited. In addition, other dues of the contractor, if any, under this contract shall be forfeited and agency shall be banned for doing business for a period of upto two years.  
(c) In addition to the above, the following are required to be submitted along with the bid:-
  - (i) Details of work with the tenderer presently on hand vide Annexure – AIV.
  - (ii) Declaration regarding association of Railway Officers/Engineers with the tenderer vide Annexure–AV.
  - (iii) List of court cases of the tenderer during last five years vide Annexure – AVI.
  - (iv) List of arbitration cases of the tenderer during last five years vide Annexure – AVII.
  - (v) An undertaking to be submitted by the firm stating that the firm is not blacklisted or debarred etc. vide **Annexure-G.**

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

**13.** The successful Tenderer(s) shall be required to execute an agreement with the President of India acting through the Dy.CPM/S&T/GSU/SDAH/Eastern 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 also to be Submitted along with the Tender.**

- (i)(a) 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.
- (b) An undertaking that my/our firm participated in the tender in the S&T Department of Eastern Railway, ASANSOL Division is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which I/we am/are the partner/member. Concealment / wrong information in

regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.

(ii) **Following documents shall be submitted by the tenderer as per their constitution of firm:**

(a) **Sole Proprietorship Firm:**

- (i) All documents in terms of para 10, 11 & 14 of 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, 11 & 14 of tender form (second sheet) above.

(c) **Partnership Firm:**

- (i) The tenderer shall submit documents as mentioned in clause 18 of the Tender Form (Second Sheet) of GCC'2022.

(d) **Joint Venture (JV):**

The tenderer shall submit documents as mentioned in Clause 17 of the Tender Form (Second Sheet) of GCC'2022.

(e) **Company registered under Companies Act 2013:**

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

- (ii) A copy of Certificate of Incorporation

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

- (iv) All other documents in terms of para 10, 11 & 14 of tender form (second sheet) above.

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

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

- (i) A copy of LLP Agreement

- (ii) A copy of Certificate of Incorporation

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

- (iv) All other documents in terms of para 10, 11 & 14 of tender form (second sheet) above.

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

The tenderer shall submit:

- (i) A copy of the Certificate of Registration

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

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

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

- (v) All other documents in terms of para 10, 11 & 14 of tender form (second sheet) above.

- (vi) 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.

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

- (viii) A tender from JV shall be considered only where permissible as per the tender conditions.

- (ix) 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 / 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 gazette rank or retired gazetted officer working before his retirement in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, and now in his employment, then the tenderer will ensure that retired Engineer or retired gazetted officer had retired from government service at least 1 year prior to the date of his employment with tenderer and in case he had retired from service within a year then he possesses the requisite permission from the President of India or any officer, duly authorized by him in this behalf, to get associated with the tenderer.

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

Note:- If information as required as per 16(a),( b),( c) above has not been furnished, contract is liable to be dealt in accordance with provision of clause 62 of Standard General Condition of contract'2022.

**17. JOINT VENTURE (JV) IN WORKS TENDERS:**

**Participation of Joint Venture (JV) in Works Tender:**

This para shall be applicable for works tenders wherein tender documents provide for the same i.e. if JV firms are allowed to participate in the tender.

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

**17.2** Number of members in a JV shall not be more than three, if the work involves only one department (say Civil or S&T or Electrical or Mechanical) and shall not be more than five, if the work involves more than one Department. One of the members of the JV shall be its Lead Member who shall have a majority (at least 51%) share of interest in the JV. The other members shall have a share of not less than 20% each in case of JV with upto three members and not less than 10% each in case of JV with more than three members. In case of JV with foreign member(s), the Lead Member has to be an Indian firm/company with a minimum share of 51%.

**17.3** A member of JV shall not be permitted to participate either in individual capacity or as a member of another JV in the same tender.

**17.4** The tender form shall be purchased and submitted only in the name of the JV and not in the name of any

constituent member. The tender form can however be submitted by JV or any of its constituent member or any person authorized by JV through Power of Attorney to submit tender.

**17.5** Bid Security shall be submitted by JV or authorized person of JV either as :

- (i) Cash through e-payment gateway or as mentioned in tender document, or
- (ii) Bank Guarantee bond either in the name of JV, or in the name of all members of JV as per MOU irrespective of their share in the JV if the JV has not been constituted legally till the date of submission of tender.

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

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

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

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

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

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

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

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

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

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

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

**17.14 Documents to be enclosed by the JV alongwith the tender:**

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

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

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

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

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

- (i) A copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement,
- (ii) The copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company
- (iii) A copy of Certificate of Incorporation
- (iv) A copy of Authorization/copy of Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual, to sign the tender, sign MOU/JV Agreement on behalf of the company and create liability against the company

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

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

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

- (i) A copy of Certificate of Registration
- (ii) A copy of Memorandum of Association of Society/Trust Deed

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

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

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

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

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

**17.15.1** Technical Eligibility Criteria ('a' or 'b' mentioned hereunder):

(a) For Works without composite components

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

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

(b) For works with composite components

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

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

*Note for Para 17.15.1:*

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

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

**17.15.2** Financial Eligibility Criteria

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

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

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

**17.15.3** Bid Capacity



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

**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 prior to date of tender opening 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 through e-payment gateway or as mentioned in tender document. 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 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) All other documents in terms of para 10,11 & 14 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(1). Security Deposit:**

The Security Deposit shall be 5% of the contract value. The Bid Security submitted by the Contractor with his tender will be retained/encashed by the Railways as part of security for the due and faithful 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.

**19.(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 2022 and
- (b) Execution of Final Supplementary Agreement or Certification by Engineer that Railway has No Claim on Contractor and
- (c) Maintenance Certificate issued, on expiry of the maintenance period as per clause 50.(1) of GCC 2022, in case applicable.

Note: After the expiry of maintenance/guarantee period duly certified by competent authority, Security Deposit recovered from the running bills of a Contractor can be returned to the firm. The Railway Administration shall be entitled to deduct from the said deposit money, any loss of damage etc., which is Railway Administration may be put to suffer by any Act of default of the tenderer and is recoverable by the Railway Administration from the contractor, and to call upon the contractor to maintain the deposit at its original limit by making further deposits. In the event of the contractor failing to make such further deposit for maintaining the Security Deposit in the manner aforesaid, the security deposit is liable to be forfeited by the Rly. Administration and the Railway Administration shall be entitled to cancel the tender.

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

19.(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 this clause will be payable with interest accrued thereon.

**20. Performance Guarantee**

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 22ndday after the date of issue of LOA. Further, if the 60thday 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 (Ref. GCC 2022) in favour of **FA & CAO/Const/Eastern Railway/Kolkata:-**

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

(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.

**21. Deduction of Taxes (IT) :**

- (a) The tenderer/tenderers may submit along with his/their tender offer, an authorized copy of Income Tax Clearance Certificate or shown affidavit duly countersigned by Income Tax Officer to the effect that he/they has/have no taxable income.
- (b) Recovery of Income Tax @2% of the gross amount from all bills including supply of materials by the Contractor will be made in terms of section 194(C) of the Income Tax Act 1961 as introduced in the finance Act 1972. The deduction of I.T. shall be increased by an Health and Education Cess 4% on I.T. amount as union of full Income Tax.

**22(a). Deduction of Taxes (GST) :**

GST Registration Certificate issued by appropriate authority in favour of the Company must accompany along with tender paper. GST Registration No. is to be mentioned and certified that the GST certificate is valid to the best of his knowledge on the bill at the time of payment. Please note that TDS @1% for CGST & 1% for SGST or 2% for IGST to be deducted as GST Tax at source.

**22(b) DEDUCTION OF CESS UNDER GOVT. OF W.B. (LABOUR DEPARTMENT) :**

Please note that “The tenderer for carrying out any construction work in West Bengal must get themselves registered from the Registering Officer under Section-7 of the Building and other construction workers (Regulation of Employment and Conditions of Service) Act, 1996 and Rules made thereto by the Govt. of West Bengal. The tenderer shall be required to submit certificate of Registration issued from the Registering Officer of the Govt. of West Bengal (Labour Department). 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 materials shall be outside the purview of cess, when supplied under a separate schedule item”.

**23. GENERAL OBLIGATIONS:**

**23.1.1 Execution Co-Relation and Intent of Contract Documents:**

The contract documents shall be signed in triplicate by the Railway and the Contractor. The contract documents are complementary and what is called for by anyone shall be as binding as if called for by all, the intention of the documents is to include all labour and materials, equipments and transportation necessary for proper execution of work. Materials or works not covered by or properly inferable from any heading or class of the specifications shall not be supplied by the Railway to the Contractors unless distinctly specified in the contract documents. Materials or works described in words which so applied have a well-known technical or trade meaning, shall be held to refer to such recognized standards.

**23.1.2** If a work is transferred from the jurisdiction of one Railway to another Railway or to a Project authority or vice versa while contract is in subsistence, the contract shall be binding on the Contractor and the Successor Railway/Project in the same manner & take effect in all respects as if the Contractor and the Successor Railway/Project were parties thereto from the inception and the corresponding officer or the Competent Authority in the Successor Railway/Project will exercise the same powers and enjoy the same authority as conferred to the Predecessor Railway/Project under the original contract/agreement entered into.

**23.1.3** If for administrative or other reasons the contract is transferred to the Successor Railway, the contract shall, notwithstanding any things contained herein contrary there to, be binding on the Contractor and the Successor Railway in the same manner and take effect in all respects as if the Contractor and the Successor Railway had been parties thereto from the date of this contract.

**23.2.1 Law Governing the Contract:**

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

**23.2.2 Compliance to Regulations and Bye-Laws:**

The Contractor shall conform to the provision of any statute relating to the works and regulations and bye-laws of any local authority and of any water and lighting companies or undertakings, with whose system the work is proposed to be connected and shall before making any variation from the drawings or the specifications that may be necessitated by so confirming give to the Engineer notice specifying the variation proposed to be made and the reason for making the variation and shall not carry out such variation until he has received instructions from the Engineer in respect thereof. The Contractor shall be bound to give all notices required by statute, regulations or bye-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

**23.2.3 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 2022.

**23.2.4 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.

**23.2.5 Service of Notices on Contractors:**

The Contractor shall furnish to the Engineer the name, designation and address of his authorized agent and all complaints, notices, communications and references shall be deemed to have been duly given to the Contractor, if delivered to the Contractor or his authorized agent or left at or posted to the address so given and shall be deemed to have been so given in the case of posting on day on which they would have reached such address in the ordinary course of post/e-mail or on the day on which they were so delivered or left. In the case of contract by partners, any change in the constitution of the firm shall be forthwith notified by the Contractor to the Engineer.

**23.2.6 Occupation and Use of Land:**

No land belonging to or in the possession of the Railway shall be occupied by the Contractor without the permission of the Railway. The Contractor shall not use, or allow to be used the site for any purposes other than that of executing the works. Whenever non-railway bodies/persons are permitted to use railway premises with competent authority's approval, conservancy charges as applicable from time to time may be levied.

**23.2.7 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 endeavor 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.

**23.2.8 Assistance by Railway for the Stores to be obtained by the Contractor:**

Owing to difficulty in obtaining certain materials (including Tools & Plant) in the market, the Railway may have agreed without any liability therefore to endeavour to obtain or assist the Contractor in obtaining the required quantities of such materials as may be specified in the Tender. In the event of delay or failure in obtaining the required quantities of the aforesaid material, the Contractor shall not be deemed absolved of his own responsibility and shall keep in touch with the day to day position regarding their availability and accordingly adjust progress of works including employment of labour and the Railway shall not in any way be liable for the supply of materials or for the non-supply thereof for any reasons whatsoever nor for any loss or damage arising in consequence of such delay or non-supply.

**23.2.9 Railway Passes:**

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

**23.2.10 Carriage of Materials:**

No forwarding orders shall be issued by the Railway for the conveyance of Contractor's materials, tools and plant by train which may be required for use in the works and the Contractor shall pay full freight charges at public tariff rates therefor.

**23.2.11 Use of Ballast Trains:**

The Railway may agree to allow the Contractor use of the ballast or material trains under such conditions as shall be specially prescribed, provided that the Contractor shall pay for the use thereof charges calculated at public tariff rates on the marked carrying capacity of each vehicle subject to specified minimum charge per day or part of day and provided further that the Contractor shall indemnify the Railway against any claims or damages arising out of the use or misuse thereof and against any liabilities under the Workmen's Compensation Act, 1923 or any statutory amendments thereto.

**23.2.12 Representation on Works:**

The Contractor shall, when he is not personally present on the site of the works place, keep a responsible agent at the works during working hours who shall on receiving reasonable notice, present himself to the Engineer and orders given by the Engineer or the Engineer's representative to the agent shall be deemed to have the same force as if they had been given to the Contractor. Before absenting himself, the Contractor shall furnish the name and address of his agent for the purpose of this clause and failure on the part of the Contractor to comply with this provision at any time will entitle the Railway to rescind the contract under Clause 62 of these Conditions.

**23.2.13 Relics and Treasures:**

All gold, silver, oil, other minerals of any description, all precious stones, coins, treasures relics antiquities and other similar things which shall be found in or upon the site shall be the property of the Railway and the Contractor shall duly preserve the same to the satisfaction of the Railway and shall from time to time deliver the same to such person or persons as the Railway may appoint to receive the same.

**23.2.14 Excavated Material:**

The Contractor shall not sell or otherwise dispose of or remove except for the purpose of this contract, the sand, stone, clay ballast, earth, trees, rock or other substances or materials which may be obtained from any excavation made for the purpose of the works or any building or produced upon the site at the time of delivery of the possession thereof but all the substances, materials, buildings and produce shall be the property of the Railway provided that the Contractor may, with the permission of the Engineer, use the same for the purpose of the works either free of cost or pay the cost of the same at such rates as may be determined by the Engineer.

**23.2.15 Indemnity by Contractors:**

The Contractor shall indemnify and save harmless the Railway from and against all actions, suit, proceedings, losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the Railways by reason of any act or omission of the Contractor, his agents or employees, in the execution of the works or in his guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

### **23.2.16 Penalty for cable damage:-**

**(References:-** (i) Telecom Circular No. 17/2013, circulated by Railway Board vide letter No. 2003/Tele/RCIL/1 Pt.IX dtd.24.06.2013, (ii) PCSTE/ER/KKK's letter No. SG.7/2/Pac(New) dtd.20.03.2023 & (iii) Railway Board's letter No. 2023/CE-I/EDCE(G)/Misc. dtd.18.04.2023)

As per item No.14 & 15 of JPO in connection with telecom circular No. 17/2013, it has been advised by Railway Board that in case of damage is caused to OFC/Quad cable during execution of the work, the contractor is liable to pay a penalty for damaging the cable. Penalty to be imposed for damages to cable shall be as under:-

<b>Cable damage</b>	<b>Penalty per location</b>
Only Quad cable or Signalling cable	Rs.1.0 lakh
Only OFC	Rs.1.25 Lakh
Both OFC & Quad	Rs.1.5 Lakh
Electrical cable	Rs.1.0 Lakh

Necessary debit in this regard shall be raised on the department undertaking the work who shall in turn levy the penalty on the defaulting contractor. S&T department shall raise the debits in case of damage to OFC or Quad or Signalling cable and electrical department shall raise the debits in case of damage to electrical cable.

**Enclosures:** (1) Special Condition of Contract 2022 with amendments.  
(2) General note for schedule of work vide Annexure-D.  
(3) Tender Form (Third Sheet), Form-1 to Form-6  
(4) Annexure-AI to AVII & Annexure-010100, E to N

**Dy.CPM/S&T/GSU/  
Eastern Railway/ Sealdah**

**Signature of Tenderer(s)**

**Date** \_\_\_\_\_

**SPECIAL CONDITIONS OF CONTRACT:**

**1. SCOPE:**

These "special conditions", the clauses of the Tender condition and Instructions to Tenderers and for Technical Specification, the stipulations made in the Schedule of rates and quantities, shall govern the work done under this Contract, in addition to and or in part, supersession of the Eastern Railway's General Condition of Contract and regulation and instructions to tenderers and standard form of contract of Engineering Department latest embodying corrections upto date. There is any conflict between the Tender Conditions & Instructions to tenderers, special conditions, Technical Specification, Stipulation contained in Schedule of rates and quantities on the one hand and General conditions of Contract and regulation and instructions to Tenderers and Standard form of contract, the former shall prevail.

Any Special Conditions stated by the tenderer in the covering letter submitted along with the Tender shall be deemed to be a part of the contract to such extent only, as have been explicitly accepted by the Railway.

Corrigendum corrections of the items, belong to special condition of contracts are furnished below in subsequent paras.

**2. RAILWAY OFFICE & ADDRESS.**

List of address to which correspondence and documents relating to the contract should be sent as under:

(i) For all Policy, contractual & commercial matters.

Dy.CPM/S&T/GSU/SDAH/Eastern Railway

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

(ii) For Security Deposits/Performance Guarantee.

Financial Adviser & Chief Accounts Officer/const/Eastern Railway/ Kolkata or his nominee whose address will be intimated in due course.

(iii) For matters relating to particular design, working and drawings.

Dy.CPM/S&T/GSU/SDAH/Eastern Railway or his successor/ nominee (whose address will be intimated in due course).

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

Dy.CPM/S&T/GSU/SDAH/Eastern Railway or his successor/nominee.

**3. EXECUTION OF WORKS**

**3.1 Contractor's understanding:**

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

**3.2. Commencement of Works:**

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

**3.3 Accepted Programme of Work:**

The Contractor who has been awarded the work shall as soon as possible but not later than 30 days after the date of receipt of the acceptance letter in respect of contracts with initial completion period of two years or less or not later than 90 days for other contracts have to submit the detailed programme of work indicating the time schedule of various items of works in the form of Bar Chart/PERT/CPM. He shall also submit the details of organisation (in terms of labour and supervisors), plant and machinery that he intends to utilize (from time to time) for execution of the work within stipulated date of completion. The programme of work amended as necessary by discussions with the Engineer, shall be treated as the agreed programme of the work for the purpose of this contract and the Contractor shall endeavor to fulfill this programme of work. The progress of work will be watched accordingly and the liquidated damages will be with reference to the overall completion date. Nothing stated herein shall preclude the Contractor in achieving earlier completion of item or whole of the works than indicated in the programme.

In Contracts for works of New Line/Gauge Conversion/Doubling/Railway Electrification, finalized through Tenders having advertised value more than Rs.100 crores, the Contractor shall submit a detailed time programme to the Engineer within 30 days after issue of LOA. The program shall include the physical and Financial Progress vis-à-vis program and forecast cash flow adopting Project Management Software such as Primavera/Sure Track/MS Project etc. The program must identify the milestones, interface requirements and program reporting elements. The Contractor shall supply, free of cost one set of authorized software to the Engineer and the soft copy of structured program for the project. This shall be updated every month. The Contractor shall also submit a revised programme whenever the previous programme is inconsistent with actual progress. Each programme shall include:

The order in which the Contractor intends to carry out the Works, including the anticipated timing of each stage, Contractor's Documents, procurement, manufacture of Plant, delivery to Site, construction, erection and



testing, each of these stages for work by each Subcontractor, if any, the sequence and timing of inspections and tests specified in the Contract, and a supporting report which includes:

a general description of the methods which the Contractor intends to adopt, and of the major stages, in the execution of the Works, and

details showing the Contractor's reasonable estimate for the number of each class of Contractor's Personnel & Equipment, required on the Site for each major stage.

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

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

**3.4 Setting out of Works:**

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

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

**4.1 Compliance to Engineer's Instructions:**

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

**4.2 Alterations to be Authorized:**

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

**5.1 Adherence to Specifications and Drawings:**

The site and the detailed drawings shall be made available to the contractor commensurate with the accepted programme of work submitted under clause 19(3). The whole of the works shall be executed in perfect conformity with the specifications and drawings of the contract. If Contractor performs any works in a manner contrary to the specifications or drawings or any of them and without such reference to the Engineer, he shall bear all the costs arising or ensuing there from and shall be responsible for all loss to the Railway.

**5.2 Drawings and Specifications of the Works:**

The Contractor shall keep one copy of Drawings and Specifications at the site, in good order, and such contract documents as may be necessary, available to the Engineer or the Engineer's Representative.

**5.3 Ownership of Drawings and Specifications:**

All Drawings and Specifications and copies thereof furnished by the Railway to the Contractor are deemed to be the property of the Railway. They shall not be used on other works and with the exception of the signed contract set, shall be returned by the Contractor to the Railway on completion of the work or termination of the Contract.

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

**6. Damage to Railway Property or Private Life and Property:**

The Contractor shall be responsible for all risk to the work and for trespass and shall make good at his own expense all loss or damage whether to the works themselves or to any other property of the Railway or the lives, persons or property of others from whatsoever cause in connection with the works until they are taken over by the Railway, although all reasonable and proper precautions may have been taken by the Contractor. In case the Railway shall be called upon to make good any costs, loss or damages, or to pay any compensation, including that payable under the provisions of the Workmen's Compensation Act or any

statutory amendments thereof to any person or persons sustaining damages as aforesaid by reason of any act, or any negligence or omissions on the part of the Contractor; the amount of any costs or charges including costs and charges in connection with legal proceedings, which the Railway may incur in reference thereto, shall be charged to the Contractor. The Railway shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings or in anticipation of legal proceedings being instituted consequent on the action or default of the Contractor, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to Contractor, as aforesaid; any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defence or compromise, and the incurring of any such expenses shall not be called in question by the Contractor.

7. **Sheds, Storehouses and Yards:**

The Contractor shall at his own expense provide himself with sheds, storehouses and yards in such situations and in such numbers as in the opinion of the Engineer is requisite for carrying on the works and the Contractor shall keep at each such sheds, storehouses and yards a sufficient quantity of materials and plant in stock as not to delay the carrying out of the works with due expedition and the Engineer and the Engineer's representative shall have free access to the said sheds, store houses and yards at any time for the purpose of inspecting the stock of materials or plant so kept in hand, and any materials or plant which the Engineer may object to shall not be brought upon or used in the works, but shall be forthwith removed from the sheds, storehouses or yards by the Contractor. The Contractor shall at his own expenses provide and maintain suitable mortar mills, soaking vats or any other equipments necessary for the execution of the works.

8. **Provision of Efficient and Competent Staff at Work Sites by the Contractor:**

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

8A. **Deployment of Qualified Engineers at Work Sites by the Contractor:**

- 8A.1 The Contractor shall also employ qualified Graduate Engineer(s) or equivalent, or qualified Diploma Engineer(s), as prescribed in the tender documents.
- 8A.2 In case the Contractor fails to employ the Engineer, as aforesaid in Para 26A.1, he shall be liable to pay liquidated damages at the rates, as prescribed in the tender documents.
- 8A.3 No. of qualified Engineers required to be deployed by the Contractor for various activities contained in the works contract shall be specified in the tender documents as 'Special Condition of Contract'.
- 8.A.4 In terms of provisions of new clause to the general condition of contract (GCC), contractor shall also employ following qualified Engineers during execution of the allotted work (Ref: Railway Board's letter No. 2012/CE-I/CT/0/20 dtd.10.05.2013):
- (a) One Qualified Graduate Engineer when cost of work to be executed is Rs.200 lakhs and above.
  - (b) One Qualified Diploma Holder Engineer when cost of work to be executed is more than Rs.25 lakhs, but less than Rs.200 lakhs.

- (c) Further, in case the contractor fails to employ the Qualified Engineer as aforesaid in para 8.A.4.(a) & (b) above, he, in terms of provisions of clause of 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 8.A.4(a) & (b) above.
- (d) Provision for deployment of qualified Engineers (Graduate Engineer or Diploma Holder Engineer) shall be for the values as prescribed above. However, for the works contract tenders, if it is considered appropriate by the tender inviting authority, not to have the services of qualified Engineer, the same shall be so mentioned in the tender documents by the concerned Executive with the approval of Officer not below the level of SAG Officer, for reasons to be recorded in writing.

**9.1 Workmanship and Testing:** The whole of the works and/or supply of materials specified and provided in the contract or that may be necessary to be done in order to form and complete any part thereof shall be executed in the best and most substantial workman like manner with materials of the best and most approved quality of their respective kinds, agreeable to the particulars contained in or implied by the specifications and as referred to in and represented by the drawings or in such other additional particulars, instructions and drawings given during the carrying on of the works and to the entire satisfaction of the Engineer according to the instructions and directions which the Contractors may from time to time receive from the Engineer. The materials may be subjected to tests by means of such machines, instruments and appliances as the Engineer may direct and wholly at the expense of the Contractor.

**9.2 Removal of Improper Work and Materials:** The Engineer or the Engineer's Representative shall be entitled to order from time to time:

- (a) The removal from the site, within the time specified in the order, of any materials which in his opinion are not in accordance with the specifications or drawings.
- (b) The substitution of proper and suitable materials, and
- (c) the removal and proper re-execution, notwithstanding any previous tests thereof or on account payments therefor, of any work which in respect of materials or workmanship is not in his opinion in accordance with the specifications and in case of default on the part of the Contractor in carrying out such order, the Railway shall be entitled to rescind the contract under Clause 62 of these conditions.
- (d) The provision of Construction and Demolition Waste Management Rule 2016 issued by Ministry of Environment Forest and Climate Change dated 29.03.2016 and published in the Gazette of India, Part – II, Section -3, Sub-section (ii) are binding upon the Contractor. Contractor shall implement these provisions at worksites, for which no extra payment will be payable.

**9.3 SITE CLEARANCE:**

At the end of the work in each section the contractor shall as a part of his contractual obligation leave the area completely cleared of rubbish and obstructions of all kinds according to the instructions of the railways representative. Besides he shall take all necessary steps in the course of the execution of work to avoid the presence of loose earth and ballast on platforms, in drains, on the track formation and pathways in the vicinity. If within a fortnight of completion of the particular item of site work, the refuge is not cleared, the railway will arrange to get them removed at the cost of the contractor. However, before the railway actually gets the site cleared, intimation in writing shall be sent to the contractor.

**10. Facilities for Inspection:**

The Contractor shall afford the Engineer and the Engineer's Representative every facility for entering in and upon every portion of the work at all hours for the purpose of inspection or otherwise and shall provide all labour, materials, planks, ladders, pumps, appliances and things of every kind required for the purpose and the Engineer and the Engineer's Representative shall at all times have free access to every part of the works and to all places at which materials for the works are stored or being prepared.

**11.1 Contractor to Supply Water for Works:**

Unless otherwise provided in the Contract, the Contractor shall be responsible for the arrangements to obtain supply of water necessary for the works.

**11.2 Water Supply from Railway System:**

The Railway may supply to the Contractor part or whole of the quantity of the water required for the execution of works from the Railway's existing water supply system at or near the site of works on specified terms and conditions and at such charges as shall be determined by the Railway and payable by the Contractor, provided that the Contractor shall arrange, at his own expense, to effect the connections and lay additional pipelines and accessories on the site and that the Contractor shall not be entitled to any compensation for interruption or failure of the water supply.

**11.3 Water Supply by Railway Transport:**

In the event of the Railway arranging supply of water to the Contractor at or near the site of works by travelling water tanks or other means, the freight and other charges incurred thereby, including demurrage charges that may be levied, shall be paid by the Contractor in addition to the charges referred to in Sub-Clause (2) of the Clause provided that the Contractor shall not be entitled to any compensation for interruption or failure of the water supply.

**11.4(a) Contractor to Arrange Supply of Electric Power for Works:**

Unless otherwise provided in the contract, the Contractor shall be responsible for arrangements to obtain supply of Electric Power for the works.

**(b) Electric Supply from the Railway System:**

The Railway may supply to the Contractor part or whole of the electric power wherever available and possible, required for execution of works from the Railway's existing electric supply systems at or near the site of works on specified terms and conditions and such charges as shall be determined by the Railway and payable by the Contractor provided the cost of arranging necessary connections to the Railway's Electric Supply systems and laying of underground/overhead conductor, circuit protection, electric power meters, transmission structure, shall be borne by the Contractor and that the Contractor shall not be entitled to any compensation for interruption or failure of the Electric supply system.

**(c) Safety of Public:**

The Contractor shall be responsible to take all precautions to ensure the safety of the public whether on public or railway property and shall post such look out men as may, in the opinion of the Engineer, be required to comply with regulations appertaining to the work. Contractor shall ensure placement of barricading / partitions at the place of work to ensure safety of habitants of adjacent area, failing which Engineer may advise stoppage of work as per his discretion.

**12 STORES TO BE SUPPLIED BY RAILWAY**

(a) The required materials as per schedule will be supplied by the Railway free of cost from Railway stores/ Depot as mentioned by the authority. The quantities required would be determined by the Railway according to the quantum of work to be done as per schedule of work. The Contractor shall be responsible for checking before taking delivery that all the material given to him are in good conditions. The receipt of materials shall be acknowledged by the contractor or his representative, mentioning details of materials and their quantities on a prescribed proforma. The left-out/unused materials, if any shall be returned to Railway's Stores Depot/ by the contractor for which no extra charges shall be paid by the Railway.

(b) The contractor shall furnish an **Indemnity Bond** for a sum equal to the cost of the materials proposed to be taken by him. The quantity of materials that shall be given for execution at any time shall not exceed the value of indemnity bond furnished by him as per rule. The approximate cost of railway materials to be supplied at any instant to the contractor shall not exceed against I/bond of equivalent value.

**13(a) Stores to be supplied by Contractor:**

- (i) The contractor shall supply the material included in schedule at the Rly.store along with proper documents and inspection certificates, challans etc.
- (ii) The materials not included in the schedule but required to be supplied for executing the works as per schedule need not be supplied at the Rly. store, but is to be directly used at site after due inspection and certification by the Railway site engineer at site before execution.
- (iii) The contractor shall carry out such tests at his own expenses as are necessary in the opinion of the Engineer to determine that the contract is being complied with and the contractor is entitled to payment in respect thereof.

**(b) Instruments to be arranged by the contractor :**

All tools, plants and instruments, required for installation, testing and commissioning of the jobs will have to be arranged by the contractor at his own cost.

- (c) The site of work should be cleared by the contractor after completion of work.

**14. Other Railway Stores.**

If the contractor fails to supply scheduled materials of rectified quality or in time, upsetting the time schedule as per contract agreement, the Rly. may supply such materials at the own discretion considering urgent need of the work. In such cases the cost of the materials will be deducted from the contractors bill. The cost of the material will include.

- (i) Last Purchase rate or the latest available rate of the scheduled rate whichever is higher.
- (ii) Plus 5% freight, 12 1/2% additional charges and 2% incidental charges.
- (iii) Plus 100% rate as mentioned in (i) above as partly charges.

There shall be no binding on the part of the Rly. to supply these items even if it is in Rly's stock.

**15. Storage of material at site.**

The storage of materials, tools and machinery used by the contractor shall be done in an orderly manner and anything used by the contractor for the execution of the work should in no way cause a danger or hindrance to the working of the railway or to the movement of its staff or passengers.

Land/space will be made available for temporary storing facility of the Rly. material delivered to the contractor for installation. But the shed/housing and protection & prevention of damage will be the responsibility of the contractor.

**16.1 Handing over of Works:**

The Contractor shall be bound to hand over the works executed under the contract to the Railway complete in all respects to the satisfaction of the Engineer. The Engineer shall determine the date on which the work is considered to have been completed, in support of which his certificate shall be regarded as sufficient evidence for all purposes. The Engineer shall determine from time to time, the date on which any particular section of the work shall have been completed, and the Contractor shall be bound to observe any such determination of the Engineer.

**16.2 Clearance of Site on Completion:**

On completion of the works, the Contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and works clean and in a workman like condition to the satisfaction of the Engineer. No final payment in settlement of the

accounts for the works shall be paid, held to be due or shall be made to the, Contractor till, in addition to any other condition necessary for final payment, site clearance shall have been affected by him, and such clearance may be made by the Engineer at the expense of the Contractor in the event of his failure to comply with this provision within 7 days after receiving notice to that effect. Should it become necessary for the Engineer to have the site cleared at the expenses of the Contractor, the Railway shall not be held liable for any loss or damage to such of the Contractor's property as may be on the site and due to such removal there from which removal may be affected by means of public sales of such materials and property or in such a way as deemed fit and convenient to the Engineer.

**17 Force Majeure Clause:**

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

**17A. Extension of Time in Contracts:**

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

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

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

**(ii) Extension for Delay not due to Railway or Contractor:**

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

**(iii) Extension for Delay due to Railways:**

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

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

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

**17B. 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 liquidated damages as decided by engineer, between 0.05% to 0.30% of contract value of the works for each week or part of the week.

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

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

**NOTE:**

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

**17C. IMPOSITION OF TOKEN PENALTY FOR POOR/BAD PERFORMANCE OF WORK**

The competent authority may consider levy of token penalty for poor/bad performance of the work as deemed fit based on the merit of the case.

**18 VARIATIONS IN EXTENT OF CONTRACT:**

**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.

**19(1) Powers of Modification to Contract:**

The Engineer on behalf of the Railway shall be entitled by order in writing to enlarge or extend, diminish or reduce the works or make any alterations in their design, character position, site, quantities, dimensions or in the method of their execution or in the combination and use of materials for the execution thereof or to order any additional work to be done or any works not to be done and the Contractor will not be entitled, to any compensation for any increase/reduction in the quantities of work but will be paid only for the actual amount of work done and for approved materials supplied against a specific order.

19(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.

**Note:-** Execution of quantities beyond 150% of the overall agreement value should not be permitted and, if found necessary, should ordinarily be only through fresh tenders or by negotiating with the existing contractor, with personal concurrence of FA& CAO(C) and personal sanction of General Manager.

- (d) **Variation to quantities of Minor Value Item:**

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

- (i) Quantities operated 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;
- (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;
- (iii) Variation in quantities of individual minor value item beyond 200% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.
- (iv) In case of earthwork, the variation limit of 25% shall apply to the gross quantity of earthwork items and variation in the quantities of individual classifications of soil shall not be subject to this limit.
- (v) As far as Standard Schedule of Rates (SSOR) items are concerned, the variation limit of 25% would apply to the value of SSOR schedule(s) as a whole and not on individual SSOR items. However, in case of Non Standard Schedule of Rates (SSOR) items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).

**19.(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 materials. Any extra items/quantities of work falling outside the purview of the provisions of Sub-Clause (2) above shall be paid for at the rates determined under Clause-39 of these Conditions of GCC'2022.

**20. For decrease in quantities specified in contracts**

- (a) The contract signing authority can decrease the items up to 25% of individual items without finance concurrence.
- (b) For decrease beyond 25% for individual items or 25% of contract agreement value, the approval of an officer not less than rank of SA Grade may be taken, after obtaining 'No Claim Certificate' from the contractor and with finance concurrence, giving detailed reasons for each such decrease in the quantities.
- (c) It should be certified that the quantity proposed to be reduced will not be required in the same work at a later stage.
- (d) The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1% of the total original agreement value.
- (e) No such quantity variation limit shall apply for foundation items.

**21. Signing of "No Claim" Certificate :**

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

**22. 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 railway at common law or under any status in respect of accidents to persons who shall be employed by the contractor in or about the site or the contractor's 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 office and depots. Such insurance shall in all respects be to the approval of the Railway Administration and if/he so requires in his name.
- (b) The contractor shall take out and keep in force a policy or policies of insurance for all materials handed over to him irrespective of whether used up in the portion of work already done or kept for use for the balance portion the work until such works are handed over to the railways. For this purpose, the works are deemed to have been handed over when final acceptance certificate is issued by the Engineer after the completion of all the acceptance test to be conducted on the works.

The contractor shall not be liable for losses/damages to the materials either used up in the portion of work done or the material kept for use at site, in on sequence of mutiny or other similar causes over which the contractor has no control and which cannot be insured. Such losses or damages should be the liability of the Railway.

- (c) The contractor should however, insure the store brought to site against risks in consequence of war and invasion, as required under the Emergency risk (goods) Insurance Act Force.
- (d) The contractor shall take out all insurance covers in connection with this contract with the general Insurance Corporation of India.

**23. SAFETY MEASURES**

- (a) The contractor shall take all possible precautions to ensure that none of this workers knowingly or otherwise cause interference to the circuits or equipments in use and give rise to unsafe conditions or dislocation of traffic.
- (b) No work shall be given above or under or adjacent to any line of the railway in consequence or which it may become necessary to found any such line or it may in any way prejudice the same for said passage of traffic until look out men and hand signal men as required by the Engineer or his representative shall have taken their duties.
- (c) The contractor shall take all precautionary measures in order to ensure the protection of their own personnel moving or working on the railway premises, but shall them conform to the rules and regulations of the railway. If and when, in the course of the work there is likely to be danger to persons in the employment of the contractor due to running traffic while working in the railway sidings and premises, the contractor shall apply in writing to the railway to provide flagmen or look out men for protection of such persons. The Railway will, however, decide as to whether it is necessary to post such flagmen for various types of work and also the number of such man required to protect the gang or gangs of contractor's staff working at site. The Railways shall remain indemnified by the contractor, in the event of any accident accruing 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 Railway has posted flagmen at any particular site of work. The flagmen will be appointed by the Railway and no expense on this account will be charged to the contractor.
- (d) While working within station limits, especially on passenger platforms, the contractor shall ensure that at all times sufficient space is left for free movement of passenger traffic. He must cover on/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 of public or to a railway staff.
- (e) The works must be carried out most carefully without any infringement of the Indian Railways Act or the General and Subsidiary rules in force on the Railway, in such a way that they do not hinder railway operation nor effect the proper functioning of or damage any railway equipment, structure or rolling stock except as agreed to by the railway, provided that all damage and disfiguration caused by the contractor to any railway or public property must be made good by the contractor at his own expenses failing which cost of such repairs shall be recovered from the contractor

#### **MEASUREMENTS, CERTIFICATES AND PAYMENTS:**

##### **24. Quantities in Bill(s) of Quantities Annexed to Contract:**

The quantities set out in the accepted Bill(s) of Quantities with items of works quantified are the estimated quantities of the works and they shall not be taken as the actual and correct quantities of the work to be executed by the Contractor in fulfillment of his obligations under the contract.

##### **25(i). Measurement of Works by Railway:**

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

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

##### **25(ii). Measurement of Works by Contractor's Authorized Representative (in case the contract provides for the same):**

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



unit of which in the accepted Bill(s) of Quantities is single, the quantities shall be calculated to two places of decimals. Such measurements will be taken of the work in progress from time to time. The date and time on which 'on account' or 'final' measurements are to be made shall be communicated to the Engineer.

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

- (i) It shall be open to the Contractor to take specific objection to test checks of any recorded measurement within 7 days of date of such test checks. Any re-test check done by the concerned Railway's authority in the presence of the Contractor or in his absence after due notice given to him in consequent of objection made by the Contractor shall be final and binding on the Contractor and no claim whatsoever shall thereafter be entertained regarding the accuracy and classification of the measurements.
  - (ii) If an objection raised by the Contractor is found by the Engineer to be incorrect the Contractor shall be liable to pay the actual expenses incurred in measurements.
- (b) **Incorrect measurement, actions to be taken:** If in case during test check or otherwise, it is detected by the Engineer that agency has claimed any exaggerated measurement or has claimed any false measurement for the works which have not been executed; amounting to variation of 5% or more of claimed gross bill amount, action shall be taken as following:
- (i) On first occasion of noticing exaggerated/ false measurement, Engineer shall recover liquidated damages equal to 10% of claimed gross bill value.
  - (ii) On any next occasion of noticing any exaggerated/false measurement, railway shall recover liquidated damages equal to 15% of claimed gross bill value. In addition the facility of recording of measurements by Contractor as well as release of provisional payment shall be withdrawn. Once withdrawn, measurements shall be done by railway as per clause 25(i) above.

**26A. Rates for Items of Works:**

- (i) The rates, entered in the accepted Bill(s) of Quantities of the Contract are intended to provide for works duly and properly completed in accordance with the General and Special (if any) Conditions of the Contract and the Specifications and drawings together with such enlargements, extensions, diminutions, reductions, alterations or additions as may be ordered in terms of Clause 42 of these conditions and without prejudice to the generality thereof and shall be deemed to include and cover superintendence and labour, supply, including full freight of materials, stores, patterns, profiles, moulds, fittings, centerings, scaffolding, shoring props, timber, machinery, barracks, tackle, roads, pegs, posts, tools and all apparatus and plant required on the works, except such tools, plant or materials as may be specified in the contract to be supplied to the Contractor by the Railway, the erection, maintenance and removal of all temporary works and buildings, all watching, lighting, bailing, pumping and draining, all prevention of or compensation for trespass, all barriers and arrangements for the safety of the public or of employees during the execution of works, all sanitary and medical arrangements for labour camps as may be prescribed by the Railway, the setting of all work and of the construction, repair and upkeep of all centre lines, bench marks and level pegs thereon, site clearance, all fees duties, royalties, rent and compensation to owners for surface damage or taxes and impositions payable to local authorities in respect of land, structures and all material supplied for the work or other duties or expenses for which the Contractor may become liable or may be put to under any provision of law for the purpose of or in connection with the execution of the contract and all such other incidental charges or contingencies as may have been specially provided for in the Specifications.
- (ii) However, if rates of existing GST or cess on GST for Works Contract is increased or any new tax /cess on Works Contract is imposed by Statute after the date of opening of tender but within the original date of completion/date of completion extended under clause 17 & 17A and the Contractor thereupon properly pays such taxes/cess, the Contractor shall be reimbursed the amount so paid.
- (iii) Further, if rates of existing GST or cess on GST for Works Contract is decreased or any tax/cess on Works Contract is decreased / removed by Statute after the date of opening of tender, the reduction in tax amount shall be recovered from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India.

**26B. Rates for Extra Item(s) of Works:**

- (a) Standard Schedule of Rates (SSOR) Items: Any item of work carried out by the Contractor on the instructions of the Engineer which is not included in the accepted Bill(s) of Quantities but figures in the Standard Schedule of Rates (SSOR), shall be executed at the rates set forth in the "Standard Schedule of Rates (SSOR)" modified by the tender percentage as accepted in the contract for that chapter of Standard Schedule of Rates (SSOR).

For item(s) not covered in this sub clause, the rate shall be decided as agreed upon between the Engineer and the Contractor before the execution of such items of work as per sub clause (b).

- (b) Other Items: For any item of work to be carried out by the Contractor but not included in the accepted Bill(s) of Quantities and also not covered under sub clause (a) above, the Contractor shall be bound to notify the Engineer at least seven days before the necessity arises for the execution of such items of works that the accepted Bill(s) of Quantities does not include rate or rates for such extra work involved. The rates payable for such items shall be decided at the meeting to be held between the Engineer and Contractor, in as short a period as possible after the need for the special item has come to the notice. In case the Contractor fails to attend the meeting after being notified to do so or in the event of no settlement being arrived at, the Railway shall be entitled to execute the extra works by other means and the Contractor shall have no claim for loss or damage that may result from such procedure.

The assessment of rates for extra item(s) shall be arrived at based on the prevailing market rates of labour, machinery & materials and by taking guidance from the following documents in order of priority:

- i. Analysis of Rates for "Unified Standard Schedule of Rates of Indian Railways (USSOR)"
- ii. Analysis of Rates for "Delhi Schedule of Rates issued by CPWD (DSR)"
- iii. Market Analysis

**27(1) "On-Account " Payments:**

The Contractor shall be entitled to be paid from time to time by way of "On-Account" payment only for such works as in the opinion of the Engineer he has executed in terms of the contract. All payments due on the Engineer's/Engineer's Representative's certificates of measurements or Engineer's certified "Contractor's authorized Engineer's measurements" shall be subject to any deductions which may be made under these presents and shall further be subject to, unless otherwise required by Clause 16 of these Conditions, a retention of six percent by way of Security Deposits, until the amount of Security Deposit by way of such retentions shall amount to 5% of the total value of the contract provided always that the Engineer may by any certificate make any correction or modification in any previous certificate which shall have been issued by him and that the Engineer may withhold any certificate, if the works or any part thereof are not being carried out to his satisfaction.

**27(2) Rounding off Amounts:**

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

**27(3) (a) On Account Payments not Prejudicial to Final Settlement:**

"On-Account" payments made to the Contractor shall be without prejudice to the final making up of the accounts (except where measurements are specifically noted in the Measurement Book as "Final Measurements" and as such have been signed by the Contractor and Engineer/Engineer's Representative) and shall in no respect be considered or used as evidence of any facts stated in or to be inferred from such accounts nor of any particular quantity of work having been executed nor of the manner of its execution being satisfactory.

(b) The principle to be followed in paying on account payment to the contractor shall be as follows :

- (i) Against items included in schedule (for only supply of materials), 90% of cost as per scheduled rate may be paid by the railways on receipt of materials at the Railway store along with inspection certificate, challan and other documents as required in the contract.
- (ii) For the items where both supply of material and work are involved or only execution involved, maximum 95% of the cost as per scheduled rate may be paid to the contractor on completion of a scheduled item of some quantities but not a part of one unit of that item. Before submitting the bills, the contractor will have to satisfy the Rly. regarding quality and quantity of the job.

**28 Manner of Payment:**

Unless otherwise specified payments to the Contractor will be transferred electronically to his bank account.

The details of bank particulars of the contractors to be furnished in the following manners:-

- |       |                                   |       |
|-------|-----------------------------------|-------|
| (i)   | Name of the Contractors/Suppliers | _____ |
| (ii)  | Name of Bank with Branch          | _____ |
| (iii) | Bank's RTGS code No.              | _____ |
| (iv)  | Current A/c. No.                  | _____ |
| (v)   | PAN No.                           | _____ |
| (vi)  | GST No.                           | _____ |

Please note that filling up of above mentioned para is mandatory as it is a part of the contract document and NEFT to be made accordingly in favour of the firm for his due payment against the contract, unless otherwise specified payments to the contractor.

29. **SUBMISSION OF BILLS**

All bills to be submitted to the Sr. Divisional Signal and Telecommunication Engineer, Eastern Railway, ASANSOL through Supervisor of the work (IC) i.e. overall in-charge of the work and concerned officer.

30. **Payment for A.M.C. /CAMC Work**

Payment for AMC/CAMC will be made on every quarter i.e. three months @25% of the contractual amount for the year on the basis of firm's performance certificate issued by Railway's authorized representative, if otherwise not mentioned. This payment clause is specially for AMC/CAMC type of work.

31A. **Price Variation Clause (PVC):**

31A.1 **Applicability:**

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

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

31A.2 **Base Month:**

The Base Month for 'Price Variation Clause' shall be taken as month 28 days prior to closing of tender including extensions, if any, unless otherwise stated elsewhere. The quarter for applicability of PVC shall commence from the month following Base month. The Price Variation shall be based on the average Price Index of the quarter under consideration.

31A.3 **Validity:**

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

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

31A.4 Components of various items in a contract on which variation in prices be admissible, shall be steel, cement, ferrous material, non-ferrous material, insulators, zinc and other materials, labour, plant & machinery, fuel, explosives, detonators etc. Adjustment for variation in prices of these items shall be determined in the manner prescribed.

31A.5 No price variation shall be admissible for fixed components.

31A.6 The percentages of various components in various type of works shall be as specified for all item(s) /Bill(s) of Quantities in tender document and the same shall be fixed as per table & classifications given below:

31A.7 **For signal and telecommunication work:-** The expressions and meanings assigned to the value of the work done for S&T works and formula for calculation of PVC to be followed as per clause No. 47.A.7(iii) of GCC 2022, with upto date amendment.

31A.8 **Price Variation during Extended Period of Contract:**

The price adjustment as worked out above, i.e. either increase or decrease shall be applicable upto the stipulated date of completion of work including the extended period of completion where such extension has been granted under Clause 17-A of the Standard General Conditions of Contract. However, where extension of time has been granted due to Contractor's failure under Clause 17-B of the Standard General Conditions of Contract, price adjustment shall be done as follows:

- a. In case the indices increase above the indices applicable to the last month of original completion period or the extended period under Clause 17-A, the price adjustment for the period of extension granted under Clause 17-B shall be limited to the amount payable as per the Indices applicable to the last month of the original completion period or the extended period under Clause 17-A of the Standard General Conditions of Contract; as the case may be.
- b. In case the indices fall below the indices applicable to the last month of original/ extended period of completion under Clause 17-A, as the case may be; then the lower indices shall be adopted for the price adjustment for the period of extension under Clause 17-B of the Standard General Conditions of Contract.

32. **Maintenance of Works:**

The Contractor shall at all times during the progress and continuance of the works and also for the period of maintenance specified in the Tender Form after the date of issue of the certificate of completion by the Engineer or any other earlier date subsequent to the completion of the works that may be fixed by the Engineer, be responsible for and effectively maintain and uphold in good substantial, sound and perfect condition all and every part of the works and shall make good from time to time and at all times as often as the Engineer shall require, any damage or defect that may during the above period arise in or be discovered or be in any way connected with the works, provided that such damage or defect is not directly caused by errors in the contract documents, act of providence or insurrection or civil riot, and the Contractor shall be liable for and shall pay and make good to the Railway or other persons legally entitled thereto whenever required by the

Engineer so to do, all losses, damages, costs and expenses they or any of them may incur or be put or be liable to by reasons or in consequence of the operations of the Contractor or of his failure in any respect.

**33(1) Certificate of Completion of Works:**

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

The Engineer may also issue such a certificate indicating date of completion with respect to any part of the work (before the completion of the whole of work), which has been both completed to the satisfaction of the Engineer and occupied or used by the Railway. When any such certificate is given in respect of part of a work, such part shall be considered as completed and the period of maintenance of such part shall commence from the date of completion mentioned in the completion certificate issued for that part of the work.

**33(2) Contractor not Absolved by Completion Certificate:**

The Certificate of Completion in respect of the works referred to in Sub-Clause (1) of this Clause shall not absolve the Contractor from his liability to make good any defects imperfections, shrinkages or faults which may appear during the period of maintenance specified in the tender arising in the opinion of the Engineer from materials or workmanship not in accordance with the drawings or specifications or instruction of the Engineer, which defects, imperfections, shrinkages or faults shall upon the direction in writing of the Engineer be amended and made good by the Contractor at his own cost; and in case of default on the part of Contractor, the Engineer may employ labour and materials or appoint another Contractor to amend and make good such defects, imperfections, shrinkages and faults and all expenses consequent thereon and incidental thereto shall be borne by the Contractor and shall be recoverable from any moneys due to him under the contract.

**33(3) Final Supplementary Agreement:**

After the work is completed or otherwise concluded by the parties with mutual consent, and taken over by the Railway as per terms and conditions of the contract agreement, and there is unequivocal no claim on either side under the Contract other than as mentioned in item 4 of Annexure XIV, the parties shall execute the Final Supplementary Agreement as per Annexure XIV of GCC 2022.

**34. Maintenance Certificate:**

The Contract shall not be considered as completed until a Maintenance Certificate, if applicable, shall have been signed by the Engineer stating that the works have been completed and maintained to his satisfaction. The Maintenance Certificate shall be given by the Engineer upon the expiration of the period of maintenance or as soon thereafter as any works ordered during such period pursuant to Sub Clause (2) to Clause 48 of these Conditions shall have been completed to the satisfaction of the Engineer, and full effect shall be given to this Clause notwithstanding the taking possession of or using the works or any part thereof by the Railway.

The Competent Authority to issue above Maintenance Certificate 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 issue the Certificate. The Certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the Contractor and that there is no due from the Contractor to Railways against the contract concerned.

**35.1 Final Payment:**

On the Engineer's certificate of completion in respect of the works, adjustment shall be made and the balance of account based on the Engineer or the Engineer's representative's certified measurements or Engineer's certified "contractor's authorized engineer's measurements" of the total quantity of work executed by the Contractor upto the date of completion and on the rates accepted in Bill(s) of Quantities and for extra works on rates determined under Clause 39 of these Conditions shall be paid to the Contractor subject always to any deduction which may be made under these presents and further subject to the Contractor having signed delivered to the Engineer enclosing either a full account in detail of all claims he may have on the Railway in respect of the works or having delivered No Claim Certificate and the Engineer having after the receipt of such account given a certificate in writing that such claims are not covered under excepted matter i.e. Clauses 7(j), 8, 18, 22(5), 39.1, 39.2, 40A, 43(2), 45(i)(a), 55, 55-A(5), 57, 57A, 61(1), 61(2) and 62(1), 63(iv) and 63.2.11 of the Standard General Conditions of Contract or in any Clause (stated as excepted matter)

of the Special Conditions of the Contract, that the whole of the works to be done under the provisions of the Contracts have been completed, that they have been inspected by him since their completion and found to be in good and substantial order, that all properties, works and things, removed, disturbed or injured in consequence of the works have been properly replaced and made good and all expenses and demands incurred by or made upon the Railway for or in the respect of damage or loss by from or in consequence of the works, have been satisfied agreeably and in conformity with the contract.

**35.2 Post Payment Audit:**

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

payment to him is discovered to have been made in respect of any works done or alleged to have been done by him under the contract.

36 **REFUND OF SECURITIES**

The security deposit unless forfeited in whole or in part according to terms and conditions will be refunded after **Guarantee Period i.e. one year** from date of completion of the work and on receipt of certificate from the Supervisor concerned to the effect that the work has been satisfactorily completed in all respects as per schedule of work, 'Technical Specification', Drawings' of contract agreement and receipt of 'No claim' certificate from the contractor duly countersigned by the Engineer except items which are having guarantee period more than one year as per schedule. Proportionate value of SD of these items (guarantee more than one year) to be kept under Railway custody till completion of guarantee period.

37 **LABOUR:**

**Wages to Labour:**

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

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

If any moneys shall, as a result of any claim or application made under the said Act be directed to be paid by the Railway, such money shall be deemed to be moneys payable to the Railway by the Contractor and on failure by the Contractor to repay the Railway any moneys paid by it as aforesaid within seven days after the same shall have been demanded, the Railways shall be entitled to recover the same from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India.

37.A **Apprentices Act:**

The Contractor shall be responsible to ensure compliance with the provisions of the Apprentices Act, 1961 and the Rules and Orders issued thereunder from time to time in respect of apprentices directly or through petty Contractors or sub-contractors employed by him for the purpose of carrying out the Contract.

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

38. **Provisions of Payments of Wages Act:**

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

38.A **Provisions of Contract Labour (Regulation and Abolition) Act, 1970:**

38.A.1 The Contractor shall comply with the provision of the contract labour (Regulation and Abolition) Act, 1970 and the Contract labour (Regulation and Abolition) Central Rules 1971 as modified from time to time, wherever applicable and shall also indemnify the Railway from and against any claims under the aforesaid Act and the Rules.

38.A.2 The Contractor shall obtain a valid license under the aforesaid Act as modified from time to time before the commencement of the work and continue to have a valid license until the completion of the work. Any failure to fulfill the requirement shall attract the penal provision of the Act.

38.A.3 The Contractor shall pay to the labour employed by him directly or through sub-contractors the wages as per provision of the aforesaid Act and the Rules wherever applicable. The Contractor shall notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to labour, indirectly engaged on the works including any engaged by sub-contractors in connection with the said work, as if the labour had been immediately employed by him.

38.A.4 In respect of all labour directly or indirectly employed in the work for performance of the Contractor's part of the contract, the Contractor shall comply with or cause to be complied with the provisions of the aforesaid Act and Rules wherever applicable.

38.A.5 In every case in which, by virtue of the provisions of the aforesaid Act or the rules, the Railway is obliged to pay any amount of wages to a workman employed by the Contractor or his sub-contractor in execution of the

work or to incur any expenditure on account of the contingent, liability of the Railway due to the Contractor's failure to fulfill his statutory obligations under the aforesaid Act or the rules, the Railway will recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred and without prejudice to the rights of the Railway under the Section 20, Sub-Section (2) and Section 2, Sub-Section (4) of the aforesaid Act, the Railway shall be at liberty to recover such amount or part thereof from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India. The Railway shall not be bound to contest any claim made against it under Sub-Section (1) of Section 20 and Sub-Section (4) of Section 21 of the aforesaid Act except on the written request of the Contractor and upon his giving to the Railway full security for all costs for which the Railway might become liable in contesting such claim. The decision of the Chief Engineer regarding the amount actually recoverable from the Contractor as stated above shall be final and binding on the Contractor.

**38.B. Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952:**

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

**38.C (i) Contractor is to abide by the provisions of various labour laws in terms of above clause 54, 55, 55-A and 55-B of Indian Railways Standard General Conditions of Contract. In order to ensure the same, an application has been developed and hosted on website 'www.shramikkalyan.indianrailways.gov.in'. Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The registration/ update in Portal shall be done as under:**

- (a) Contractor shall apply for onetime registration of his company/firm etc. in the Shramikkalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration in the portal within 7 days of receipt of such request.
- (b) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all Letter of Acceptances (LoAs) issued in his favour.
- (c) The contractor once registered on the portal, shall provide details of his Letter of Acceptances (LoAs) / Contract Agreements on shramikkalyan portal within 15 days of issue of any LoA for approval of concerned Engineer. Engineer shall update (if required) and approve the details of LoA filled by contractor within 7 days of receipt of such request.
- (d) After approval of LoA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramikkalyan portal on monthly basis.
- (e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.
- (ii) While processing payment of any 'On Account Bill' or 'Final Bill' or release of 'Advances' or 'Performance Guarantee / Security deposit', contractor shall submit a certificate to the Engineer or Engineer's representatives that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramikkalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till \_\_\_\_Month, \_\_\_\_Year."

**38.D. Provisions of "The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996" and "The Building and Other Construction Workers' Welfare Cess Act, 1996":**

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

**39. Reporting of Accidents:**

The Contractor shall be responsible for the safety of all employees directly or through petty Contractors or sub-contractor employed by him on the works and shall report serious accidents to any of them however and wherever occurring on the works to the Engineer or the Engineers Representative and shall make every arrangements to render all possible assistance.

**40. Provision of Workmen's Compensation Act:**

In every case in which by virtue of the provisions of Section 12 Sub-Section (1) of the Workmen's Compensation Act 1923, Railway is obliged to pay compensation to a workman directly or through petty Contractor or sub-contractor employed by the Contractor in executing the work, Railway will recover from the Contractor the amount of the compensation so paid, and, without prejudice to the rights of Railway under Section 12 Sub-section (2) of the said Act, Railway shall be at liberty to recover such amount or any part thereof from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India. Railway shall not be bound to contest any claim made against it under Section 12 Sub-Section (1) of the said Act except on the written request of the Contractor and upon his giving to Railway full security for all costs for which Railway might become liable in consequence of contesting such claim.

**40.A. Provision of Mines Act:**

The Contractor shall observe and perform all the provisions of the Mines Act, 1952 or any statutory modifications or re-enactment thereof for the time being in force and any rules and regulations made thereunder in respect of all the persons directly or through the petty Contractors or sub-contractors employed

by him under this contract and shall indemnify the Railway from and against any claims under the Mines Act, or the rules and regulations framed thereunder, by or on behalf of any persons employed by him or otherwise.

**41. Railway not to Provide Quarters for Contractors:**

No quarters shall normally be provided by the Railway for the accommodation of the Contractor or any of his staff employed on the work. In exceptional cases where accommodation is provided to the Contractor at the Railway's discretion, recoveries shall be made at such rates as may be fixed by the Railway for the full rent of the buildings and equipments therein as well as charges for electric current, water supply and conservancy.

**42.1 Labour Camps:**

The Contractor shall at his own expense make adequate arrangements for the housing, supply of drinking water and provision of latrines and urinals for his staff and workmen, directly or through the petty Contractors or sub-contractors and for temporary creche (Bal-Mandir) where 50 or more women are employed at a time. Suitable sites on Railway land, if available, may be allotted to the Contractor for the erection of labour camps, either free of charge or on such terms and conditions that may be prescribed by the Railway. All camp sites shall be maintained in clean and sanitary conditions by the Contractor at his own cost.

**42.2 Compliance to Rules for Employment of Labour:**

The Contractor(s) shall conform to all laws, bye-laws rules and regulations for the time being in force pertaining to the employment of local or imported labour and shall take all necessary precautions to ensure and preserve the health and safety of all staff employed directly or through petty contractors or sub-contractors on the works.

**42.3 Preservation of Peace:**

The Contractor shall take requisite precautions and use his best endeavours to -

- (i) Prevent any riotous or unlawful behaviour by or amongst his workmen and other employed directly or through the petty Contractors or sub-contractors on the works and for the preservation of peace and protection of the inhabitants and
- (ii) Security of property in the neighbourhood of the works. In the event of the Railway requiring the maintenance of a Special Police Force at or in the vicinity of the site during the tenure of works, the expenses thereof shall be borne by the Contractor and if paid by the Railway shall be recoverable from the Contractor.

**42.4 Sanitary Arrangements:**

The Contractor shall obey all sanitary rules and carry out all sanitary measures that may from time to time be prescribed by the Railway Medical Authority and permit inspection of all sanitary arrangements at all times by the Engineer, the Engineer's Representative or the Medical Staff of the Railway. Should the Contractor fail to make the adequate sanitary arrangements, these will be provided by the Railway and the cost thereof recovered from the Contractor.

**42.5 Outbreak of Infectious Disease:**

The Contractor shall remove from his camp such labour and their families as refuse protective inoculation and vaccination when called upon to do so by the Engineer or the Engineer's Representative on the advice of the Railway Medical Authority. Should cholera, plague, or other infectious disease break out, the Contractor shall burn the huts, beddings, clothes and other belongings of or used by the infected parties and promptly erect new huts on healthy sites as required by the Engineer, failing which within the time specified in the Engineer's requisition, the work may be done by the Railway and the cost thereof recovered from the Contractor.

**42.6 Treatment of Contractor's Staff in Railway Hospitals:**

The Contractor and his staff, other than labourers and their families requiring medical aid from the railway hospital and dispensaries will be treated as private patients and charged accordingly. The Contractors' labourers and their Families will be granted free treatment in railway hospitals and dispensaries where no other hospitals or dispensaries are available provided the Contractor pays the cost of medicines, dressing and diet money according to the normal scale and additional charges for special examinations such as pathological and bacteriological examination, X-Ray, etc. and for surgical operation.

**42.7 Medical Facilities at Site:**

The Contractor shall provide medical facilities at the site as may be prescribed by the Engineer on the advice of the Railway Medical Authority in relation to the strength of the Contractor's resident staff and workmen.

**42.8 Use of Intoxicants:**

The sale of ardent spirits or other intoxicating beverages upon the work or in any of the buildings, encampments or tenements owned, occupied by or within the control of the Contractor or any of his employees shall be forbidden and the Contractor shall exercise his influence and authority to the utmost extent to secure strict compliance with this condition.

**42.9 Restrictions on the Employment of Retired Engineers of Railway Services Within One Year of their Retirement:**

The Contractor shall not, if he is a retired Government Engineer of Gazetted rank, himself engage in or employ or associate a retired Government Engineer of Gazetted rank, who has not completed one year from the date of retirement, in connection with this contract in any manner whatsoever without obtaining prior permission of the President and if the Contractor is found to have contravened this provision it will constitute a breach of contract and administration will be entitled to terminate the contract and forfeit his Performance Guarantee as well as Security Deposit.

**43.1 Non-Employment of Labourers below the age of 15:**

The Contractor shall not employ children below the age of 15 as labourers directly or through petty Contractors or sub-contractors for the execution of work.

**43.2 Medical Certificate of Fitness for Labour:**

It is agreed that the Contractor shall not employ a person above 15 and below 19 years of age for the purpose of execution of work under the contract unless a medical certificate of fitness in the prescribed form (Proforma at Annexure-VIII) granted to him by a certifying surgeon certifying that he is fit to work as an adult, is obtained and kept in the custody of the Contractor or a person nominated by him in this behalf and the person carries with him, while at work; a token giving a reference to such certificate. It is further agreed that the responsibility for having the adolescent examined medically at the time of appointment or periodically till he attains the age of 19 years shall devolve entirely on the Contractor and all the expenses to be incurred on this account shall be borne by him and no fee shall be charged from the adolescent or his parent for such medical examination.

**43.3 Period of Validity of Medical Fitness Certificate:**

A certificate of fitness granted or renewed for the above said purposes shall be valid only for a period of one year at a time. The certifying surgeon shall revoke a certificate granted or renewed if in his opinion the holder of it, is no longer fit for work in the capacity stated therein. Where a certifying surgeon refuses to grant or renew a certificate or revoke a certificate, he shall, if so required by the person concerned, state his reasons in writing for doing so.

**43.4 Medical Re-Examination of Labourer:**

Where any official appointed in this behalf by the Ministry of Labour is of the opinion that any person employed in connection with the execution of any work under this contract in the age group 15 to 19 years is without a certificate of fitness or is having a certificate of fitness but no longer fit to work in the capacity stated in the certificate, he may serve on the Contractor, or on the person nominated by him in this regard, a notice requiring that such persons shall be examined by a certifying surgeon and such person shall not if the concerned official so directs, be employed or permitted to do any work under this contract unless he has been medically examined and certified that he is fit to work in the capacity stated in the certificate.

**EXPLANATIONS:**

- (1) Only Qualified Medical Practitioners can be appointed as "Certifying Surgeons" and the term "Qualified Medical Practitioners" means a person holding a qualification granted by an authority specified in the Schedule to the Indian Medical Degrees Act, 1916 (VII to 1916) or in the Schedule to the Indian Medical Council Act, 1933 (XXVII) of 1933.
- (2) The Certifying surgeon may be a medical officer in the service of State or Municipal Corporation.

**DETERMINATION OF CONTRACT:**

**44.1 Right of Railway to Determine the Contract (Clause No. 61(1) of GCC):**

The Railway shall be entitled to determine and terminate the contract at any time should, in the Railway's opinion, the cessation of work becomes necessary owing to paucity of funds or from any other cause whatever, in which case the value of approved materials at site and of work done to date by the Contractor will be paid for in full at the rate specified in the contract. Notice in writing from the Railway of such determination and the reasons therefor shall be conclusive evidence thereof.

**44.2 Payment on Determination of Contract (Clause No. 61(2) of GCC):**

Should the contract be determined under sub clause (1) of this clause and the Contractor claims payment for expenditure incurred by him in the expectation of completing the whole of the work, the Railways shall admit and consider such claims as are deemed reasonable and are supported by vouchers to the satisfaction of the Engineer. The Railway's decision on the necessity and propriety of such expenditure shall be final and conclusive.

**44.3 Clause No. 61(3) of GCC:**

The Contractor shall have no claim to any payment of compensation or otherwise, howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of determination of contract.

**44.5.1 Determination of Contract owing to Default of Contractor ( Clause No. 62(1) of GCC):**

If the Contractor should:

- (i) Becomes bankrupt or insolvent, or
- (ii) Make an arrangement for assignment in favour of his creditors, or agree to carry out the contract under a Committee of Inspection of his creditors, or
- (iii) Being a Company or Corporation, go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or
- (iv) Have an execution levied on his goods or property on the works, or
- (v) Assign the contract or any part thereof otherwise than as provided in Clause 7 of these Conditions, or
- (vi) Abandon the contract, or
- (vii) Persistently disregard the instructions of the Engineer, or contravene any provision of the contract, or
- (viii) Fail to adhere to the agreed programme of work by a margin of 10% of the stipulated period, or
- (ix) Fail to Execute the contract documents in terms of Clause 8 of the Instructions to Tenderers of GCC.
- (x) Fails to submit the documents pertaining to identity of JV and PAN in terms of Clause 17.11 of Tender Form (Second Sheet) of Annexure-I available in the Instructions to Tenderers or GCC.



- (xi) Fail to remove materials from the site or to pull down and replace work after receiving from the Engineer notice to the effect that the said materials or works have been condemned or rejected under Clause 25 and 27 of these Conditions, or
  - (xii) Fail to take steps to employ competent or additional staff and labour as required under Clause 26 of the Conditions, or
  - (xiii) Fail to afford the Engineer or Engineer's representative proper facilities for inspecting the works or any part thereof as required under Clause 28 of the Conditions, or
  - (xiv) Promise, offer or give any bribe, commission, gift or advantage either himself or through his partner, agent or servant to any officer or employee of the Railway or to any person on his or on their behalf in relation to the execution of this or any other contract with this Railway.
  - (xv) Fail to adhere to the provisions of Clause 16 of Tender Form (Second Sheet) of Annexure I of the Instructions to Tenderers, or provision Clause 59(9) of these conditions of GCC.
  - (xvi) Submits copy of fake documents / certificates in support of credentials, submitted by the tenderer
- Then and in any of the **said Clause**, the Engineer on behalf of the Railway may serve the Contractor with a notice (Proforma at Annexure-IX of GCC) in writing to that effect and if the Contractor does not within seven days after the delivery to him of such notice proceed to make good his default in so far as the same is capable of being made good and carry on the work or comply with such directions as aforesaid of the entire satisfaction of the Engineer, the Railway shall be entitled after giving 48 hours' notice (Proforma at Annexure-X or XII of GCC, as the case may be) in writing under the hand of the Engineer to rescind the contract as a whole or in part or parts (as may be specified in such notice) and after expiry of 48 hours' notice, a final termination notice (Proforma at Annexure-XI or XIII of GCC, as the case may be) should be issued.
- Note: Engineer at his discretion may resort to the part termination of contract with notices (Proforma at Annexure- IX, XII and XIII of GCC), only in cases where progress of work is more than or equal to 80% of the original scope of work.

**45.2 Right of Railway after Rescission of Contract owing to Default of Contractor (Clause No. 62(2) of GCC):**

In the event of any or several of the courses, referred to in Sub-Clause(1) of this Clause, being adopted:

- (a) The Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any commitments or made any advances on account of or with a view to the execution of the works or the performance of the contract and Contractor shall not be entitled to recover or be paid any sum for any work thereto for actually performed under the contract unless and until the Engineer shall have certified the performance of such work and the value payable in respect thereof and the Contractor shall only be entitled to be paid the value so certified.
- (b) In the contract which has been rescinded as a whole, the Security Deposit already with railways under the contract shall be encashed/ forfeited and the Performance Guarantee already submitted for the contract shall be encashed. The balance work shall be got done independently without risk & cost of the failed Contractor. The failed Contractor shall be debarred from participating in the tender for executing the balance work. If the failed Contractor is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm.  
Further the authorized representative of failed Contractor cannot be accepted as authorized representative in new contract.
- (c) In the contract rescinded in part or parts,
- (i) The full Performance Guarantee for the contract shall be recovered. No additional Performance Guarantee shall be required for balance of work being executed through the part terminated contract. The contract value of part terminated contract stands reduced to the balance value of work under the contract.
- (ii) The Security Deposit of part terminated contract shall be dealt as per clause 16(2) of these conditions of GCC.
- (iii) The defaulting Contractor shall not be issued any completion certificate for the contract.
- (iv) The balance work shall be got done independently without risk & cost of the failed Contractor. The failed Contractor shall be debarred from participating in the tender for executing the balance work. If the failed Contractor is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm.
- (v) Further the authorized representative of failed Contractor will not be accepted as authorized representative in new contract.
- (d) The Engineer or the Engineer's Representative shall be entitled to take possession of any materials, tools, implements, machinery and buildings on the works or on the property on which these are being or ought to have been executed, and to retain and employ the same in the further execution of the works or any part thereof until the completion of the works without the Contractor being entitled to any compensation for the use and employment thereof or for wear and tear or destruction thereof.
- (e) The Engineer shall as soon as may be practicable after removal of the Contractor fix and determine ex-parte or by or after reference to the parties or after such investigation or enquiries as he may consider fit to make or institute and shall certify what amount (if any) had at the time of rescission of the contract been reasonably earned by or would reasonably accrue to the Contractor in respect of the work then actually done by him under the contract and what was the value of any unused, or partially used materials, any constructional plant and

any temporary works upon the site. The legitimate amount due to the Contractor after making necessary deductions and certified by the Engineer should be released expeditiously.

**SETTLEMENT OF DISPUTES-INDIAN RAILWAY ARBITRATION AND CONCILIATION RULES**

**46. Conciliation of Disputes:**

(i) This clause is applicable in the tender having advertised value less than or equal to Rs 50 Crore.

(ii) All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the Contractor to the "Chief Engineer" or "Divisional Railway Manager" through "Notice of Dispute" provided that no such notice shall be served later than 30 days after the date of issue of Completion Certificate by the Engineer. Chief Engineer or Divisional Railway Manager shall, within 30 days after receipt of the Contractor's "Notice of Dispute", notify the name of conciliator(s) to the Contractor.

(iii) The Conciliator(s) shall assist the parties to reach an amicable settlement in an independent and impartial manner within the terms of contract.

(iv) If the parties reach agreement on a settlement of the dispute, they shall draw up and sign a written settlement agreement duly signed by Engineer In-charge, Contractor and conciliator(s). When the parties sign the settlement agreement, it shall be final and binding on the parties.

(v) The parties shall not initiate, during the conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings.

(vi) The conciliation proceedings shall be terminated as per Section 76 of 'The Arbitration and Conciliation Act, 1996.

**46.1 Matters Finally Determined by the Railway:**

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

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

**46.2.1** Any dispute/s if not settled with the Engineer, shall be referred to DAB.

The DAB shall consist of a panel of three Retired Railway Officers, retired not below senior administrative grade (SAG). The DAB shall be formed within 90 days of signing of Contract Agreement. For this purpose, a panel of DAB members shall be maintained in the General Manager's office. The complete panel, which shall not be less than five members, shall be sent by Chief Engineer to the Contractor to nominate one member of the DAB from the panel as Contractor's nominee within two weeks of receipt of the panel. On receipt of Contractor's nominee, the Chief Engineer shall nominate one member from the same panel as Railway nominee for the DAB. Both above nominees shall jointly select presiding member of the DAB from the same panel.

**46.2.2** The appointment of DAB shall be effectuated by way of a tri-partite agreement among the Railway, Contractor and the respective DAB members. The terms of the remuneration of each member shall be as fixed by Ministry of Railways from time to time. Each party shall be responsible for paying one-half of this remuneration.

**46.2.3** If one or more of the members appointed refuses to act as DAB member, or is unable or unwilling to perform his functions as DAB member for any reason whatsoever or dies or in the opinion of the Chief Engineer fails to act without undue delay, the parties shall terminate the mandate of such DAB member and thereupon new DAB member shall be appointed in the same manner, as the outgoing DAB member had been appointed.

**46.2.4** The appointment of any member may be terminated by mutual agreement of both Parties, but not by the Railway or the Contractor acting alone. Unless otherwise agreed by both the Parties, the appointment of the DAB (including each member) shall expire upon expiry of this Contract Agreement.

**46.2.5** Before start of DAB proceedings, each DAB member shall give the following certificate to the Railway and the Contractor:

"I have no any past or present relationship in relation to the subject matter in dispute, whether financial, business, professional or other kind. Further, I have no any past or present relationship with or interest in any of the parties whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to my independence or impartiality."

- 46.2.6 DAB proceedings shall be conducted as decided by the DAB. The DAB shall give its decision within 90 days of a Dispute referred to it by any of the Parties, duly recording the reasons before arriving at the decision. The DAB shall decide the issue within terms and conditions of the contract. This time limit shall be extendable subject to the Parties mutual agreement.
- 46.2.7 The DAB decision shall not be binding on both the Parties. In case any party is not satisfied by the decision of DAB, then the aggrieved party may approach Arbitral Tribunal for arbitration proceedings.
- 46.2.8 No dispute shall be referred to Arbitral Tribunal unless the same has been referred to DAB for adjudication. However, in case DAB is not formed due to any reason, the disputes can be directly referred to Arbitral Tribunal to adjudicate the dispute.
- 46.2.9 In the specific cases of any misconduct by any of the members of the DAB, the parties shall have the right to specifically bring it to the notice of the DAB such conduct, through a statement filed with necessary documents in proof of such misconduct and the DAB, after taking NOTICE of such conduct initiate the replacement of the member concerned, in the same manner the member to be replaced was appointed.
- 46.2.10 Once the decision is given by DAB, DAB cannot review the decision at its own or on the request of one party, unless both parties agree for review of decision by DAB.
- 46.2.11 In case DAB decision is not challenged by either party within 180 days of receipt of decision of DAB, the decision shall be considered as final and parties would be barred for referring the same to Arbitral Tribunal for adjudication.
- 46.2.12 The obligation of the Railway and the Contactor shall not be altered by reasons of issue being or under reference to DAB.
- 46.2.13 The DAB shall conduct the proceedings at any convenient venue which shall be decided by DAB in consultations with parties.
- 46.2.14 It is a term of this contract that the Parties shall not approach any Court of Law for settlement of such disputes or differences unless an attempt has first been made by the parties to settle such disputes or differences through DAB and Arbitral Tribunal.

**47 Demand for Arbitration:**

- 47.(1)(i):** In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question, dispute or difference on any account or as to the withholding by the Railway of any certificate to which the Contractor may claim to be entitled to, or if the Railway fails to make a decision within 120 days, then and in any such case, but except in any of the "excepted matters" referred to in Clause 63.1 of these Conditions, the Contractor, after 120 days but within 180 days of his presenting his final claim on disputed matters shall demand in writing that the dispute or difference be referred to arbitration.
- 47.(1)(ii)(a):** The demand for arbitration shall specify the matters which are in question, or subject of the dispute or difference as also the amount of claim item-wise. Only such dispute or difference, in respect of which the demand has been made, together with counter claims or set off, given by the Railway, shall be referred to arbitration and other matters shall not be included in the reference.
- 47.(1)(ii)(b):** The parties may waive off the applicability of Sub-Section 12(5) of Arbitration and Conciliation (Amendment) Act 2015, if they agree for such waiver in writing, after dispute having arisen between them, in the format given under Annexure XV of these conditions.
- 47.(1)(iii)(a):** The Arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by the Railway.
- 47.(1)(iii)(b):** The claimant shall submit his claims stating the facts supporting the claims alongwith all the relevant documents and the relief or remedy sought against each claim within a period of 30 days from the date of appointment of the Arbitral Tribunal.
- 47.(1)(iii)(c):** The Railway shall submit its defence statement and counter claim(s), if any, within a period of 60 days of receipt of copy of claims from Tribunal, unless otherwise extension has been granted by Tribunal.
- 47.(1)(iii)(d):** Place of Arbitration: The place of arbitration would be within the geographical limits of the Division of the Railway where the cause of action arose or the Headquarters of the concerned Railway or any other place with the written consent of both the parties.
- 47.(1)(iv):** No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defense thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.

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

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

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

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

**47.(3)(a)(i):** In cases where the total value of all claims in question added together does not exceed Rs. 1,00,00,000/- (Rupees One Crore), the Arbitral Tribunal shall consist of a Sole Arbitrator who shall be a Gazetted Officer of Railway not below Junior Administrative Grade, nominated by the General Manager. The sole arbitrator shall be appointed within 60 days from the day when a written and valid demand for arbitration is received by General Manager.

**47.(3)(a)(ii):** In cases not covered by the Clause 64(3)(a)(i), the Arbitral Tribunal shall consist of a panel of three Gazetted Railway Officers not below Junior Administrative Grade or 2 Railway Gazetted Officers not below Junior Administrative Grade and a retired Railway Officer, retired not below the rank of Senior Administrative Grade Officer, as the arbitrators. For this purpose, the Railway will send a panel of at least four (4) names of Gazetted Railway Officers of one or more departments of the Railway which may also include the name(s) of retired Railway Officer(s) empanelled to work as Railway Arbitrator to the Contractor within 60 days from the day when a written and valid demand for arbitration is received by the General Manager.

Contractor will be asked to suggest to General Manager at least 2 names out of the panel for appointment as Contractor's nominee within 30 days from the date of dispatch of the request by Railway. The General Manager shall appoint at least one out of them as the Contractor's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the 'presiding arbitrator' from amongst the 3 arbitrators so appointed. General Manager shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of Contractor's nominees. While nominating the arbitrators, it will be necessary to ensure that one of them is from the Accounts Department. An officer of Selection Grade of the Accounts Department shall be considered of equal status to the officers in Senior Administrative Grade of other departments of the Railway for the purpose of appointment of arbitrator.

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

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

(i) In cases where the total value of all claims in question added together does not exceed Rs. 50,00,000/- (Rupees Fifty Lakh), the Arbitral Tribunal shall consist of a Retired Railway Officer, retired not below the rank of Senior Administrative Grade Officer, as the arbitrator. For this purpose, the Railway will send a panel of at least four (4) names of retired Railway Officer(s) empanelled to work as Railway Arbitrator duly indicating their retirement dates to the Contractor within 60 days from the day when a written and valid demand for arbitration is received by the General Manager.

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

(ii) In cases where the total value of all claims in question added together exceed ₹ 50,00,000/- (Rupees Fifty Lakh), the Arbitral Tribunal shall consist of a Panel of three (3) retired Railway Officer, retired not below the rank of Senior Administrative Grade Officer, as the arbitrators. For this purpose, the Railway will send a panel of at least four (4) names of retired Railway Officer(s) empanelled to work as Railway Arbitrator duly indicating their retirement date to the Contractor within 60 days from the day when a written and valid demand for arbitration is received by the General Manager.

Contractor will be asked to suggest to General Manager at least 2 names out of the panel for appointment as Contractor's nominee within 30 days from the date of dispatch of the request by Railway. The General Manager shall appoint at least one out of them as the Contractor's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the 'Presiding Arbitrator' from amongst the 3 arbitrators so appointed. General Manager shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of Contractor's nominees. While nominating the arbitrators, it will be necessary to ensure that one of them has served in the Accounts Department.

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

**47.(3)(c)(ii):**

- (a) The Arbitral Tribunal shall have power to call for such evidence by way of affidavits or otherwise as the Arbitral Tribunal shall think proper, and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitral Tribunal to make the award without any delay. The proceedings shall normally be conducted on the basis of documents and written statements.
- (b) Before proceeding into the merits of any dispute, the Arbitral Tribunal shall first decide and pass its orders over any plea submitted/objections raised by any party, if any, regarding appointment of Arbitral Tribunal, validity of arbitration agreement, jurisdiction and scope of the Tribunal to deal with the dispute (s) submitted to arbitration, applicability of time 'limitation' to any dispute, any violation of agreed procedure regarding conduct of the arbitral proceedings or plea for interim measures of protection and record its orders in day to day proceedings. A copy of the proceedings duly signed by all the members of tribunal should be provided to both the parties.

**47.3(c)(iii):**

- (i) Qualification of Arbitrator (s):
  - (a) Serving Gazetted Railway Officers of not below JA Grade level.
  - (b) Retired Railway Officers not below SA Grade level, one year after his date of retirement.
  - (c) Age of arbitrator at the time of appointment shall be below 70 years.
- (ii) An arbitrator may be appointed notwithstanding the total number of arbitration cases in which he has been appointed in the past.
- (iii) While appointing arbitrator(s) under Sub-Clause 64.(3)(a)(i), 64.(3)(a)(ii), 64.(3)(b)(i) & 40.(3)(b)(ii) of GCC, due care shall be taken that he/they is/are not the one/those who had an opportunity to deal with the matters to which the contract relates or who in the course of his/their duties as Railway servant(s) expressed views on all or any of the matters under dispute or differences. A certification to this effect as per annexure- XVI shall be taken from Arbitrators also. The proceedings of the Arbitral tribunal or the award made by such Tribunal will, however, not be invalid merely for the reason that one or more arbitrator had, in the course of his service, opportunity to deal with the matters to which the contract relates or who in the course of his/their duties expressed views on all or any of the matters under dispute.

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

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

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

**47.(4):** In case of the Tribunal, comprising of three members, any ruling on award shall be made by a majority of members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.

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

**47.(6):** The cost of arbitration shall be borne by the respective parties. The cost shall inter-alia include fee of the arbitrator(s), as per the rates fixed by Railway Board from time to time and the fee shall be borne equally by both the parties, provided parties sign an agreement in the format given at Annexure XV to these condition after/ while referring these disputes to Arbitration. Further, the fee payable to the arbitrator(s) would be governed by the instructions issued on the subject by Railway Board from time to time irrespective of the fact whether the arbitrator(s) is/are appointed by the Railway Administration or by the court of law unless specifically directed by Hon'ble court otherwise on the matter.

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

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

**48. Points to Note**

In addition to above general and special terms and condition, all other terms and condition of tender as laid down in the Standard General Condition of Contract'2022 with up to date amendment if any related to works tender shall be applicable in the instant tender.

Enclo: As above.

**Dy.CPM/S&T/GSU/  
Eastern Railway, Sealdah**

**LIST OF FORMS & ANNEXURES**

- |                    |   |   |
|--------------------|---|---|
| 1. Form No. 1      | - | Agreement.  |
| 2. Form No. 2      | - | Acknowledgement for receipt of materials / cables.  |
| 3. Form No. 3      | - | Tender Form Third Sheet.  |
| 4. Form No. 4      | - | Final supplementary agreement.  |
| 5. Form No. 5      | - | Bank Guarantee Bond for Bid Security.   |
| 6. Form No. 6      | - | Annual Contractual Turnover Certificate   |
| 7. Annexure-D      | - | General Note of Schedule of work  |
| 8. Annexure-E      | - | Format for document verification certificate mandatorily to be submitted/ uploaded by the tenderer along with the tender documents.   |
| 9. Annexure-F      | - | 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. |
| 10. Annexure-G     | - | Format of an undertaking to be submitted stating that the firm is not blacklisted or debarred etc.  |
| 11. Annexure-H     | - | Shramik Kalyan Portal   |
| 12. Annexure-J     | - | GCC 2022 with correction slips  |
| 13. Annexure- K    | - | Mandate Form  |
| 14. Annexure- L    | - | GST Complaint Invoice   |
| 15. Annexure- M &N | - | Letter of credit  |
| 16. Annexure-AI    | - | Details of personnel and organization of the tenderer.  |
| 17. Annexure-AII   | - | Details of plant and machinery with the tenderer.   |
| 18. Annexure-AIII  | - | Details of work carried out in the past.  |
| 19. Annexure-AIV   | - | Details of works with the tenderer presently on hand.   |
| 20. Annexure-AV    | - | Declaration regarding association of Railway officers/ engineers with the tenderer.   |
| 21. Annexure-AVI   | - | List of court cases of the tenderer during last five years.   |
| 22. Annexure-AVII  | - | List of Arbitration cases of the tenderer during last five years.   |

**FORM – 1**

\_\_\_\_\_  
RAILWAY  
CONTRACT AGREEMENT OF WORKS  
CONTRACT AGREEMENT NO. \_\_\_\_\_ DATED \_\_\_\_\_

ARTICLES OF AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between President of India acting through the Railway Administration hereafter called the "Railway" of the one part and \_\_\_\_\_ herein after called the "Contractor" of other part.

WHEREAS the Contractor has agreed with the Railway for performance of the works \_\_\_\_\_ set forth in the Bill(s) of Quantities hereto annexed upon the Standard General Conditions of Contract, updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents and the Specifications of \_\_\_\_\_ updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents and the applicable Standard Schedule of Rates (SSOR) of \_\_\_\_\_ updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents and the Special Conditions and Special Specifications, if any and in conformity with the drawings hereinto annexed AND WHEREAS the performance of the said works is an act in which the public are interested.

NOW THIS INDENTURE WITNESSETH that in consideration to the payments to be made by the Railways, the Contractors will duly perform the said works in the said Bill(s) of Quantities set forth and shall execute the same with great promptness, care and accuracy in a workman like manner to the satisfaction of the Railway and will complete the same in accordance with the said specifications and said drawings and said conditions of contract on or before the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ and will maintain the said works for a period of \_\_\_\_\_ Calendar months from the certified date of their completion and will observe, fulfill and keep all the conditions therein mentioned (which shall be deemed and taken to be part of this contract, as if the same have been fully set forth herein), AND the Railway, both hereby agree that if the Contractor shall duly perform the said works in the manner aforesaid and observe and keep the said terms and conditions, the Railway will pay or cause to be paid to the Contractor for the said works on the final completion thereof the amount due in respect thereof at the rates specified in the Bill(s) of Quantities hereto annexed.

Contractor \_\_\_\_\_ (Signature)                      Railway: Designation \_\_\_\_\_  
Address \_\_\_\_\_ (For President of India)  
Date \_\_\_\_\_    Date \_\_\_\_\_

Signature of Witnesses (to Signature of Contractor) with address:

Witnesses:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# Form – 3

## TENDER FORM (Third Sheet)

**NAME OF THE WORK**-S&T work in connection with provision of new Electronic Interlocking (EI) systems conforming to RDSO EI specification RDSO/SPN/192/2019 with latest amendments at **New Madanpur (MPUR)** station in the Dumka–Basukinath and Dumka–Baraplahi sections, at **Tapasi (TOP)** station in the Andal Jn. (UDL)–Sitarampur (STN) section, and at **Chhota Ambana (CAM)** station in the Sitarampur (STN)–Pradhankhunta (PKA) section; alteration/modification in the existing Alsando (Hitachi) make **MICROLOK-II** EI system at **Sonachara (SSCR)** station in the Andal Jn. (UDL)–Sitarampur (STN) section in connection with yard remodelling works as per approved SIP at MPUR, CAM, TOP & SSCR stations; and associated S&T works of various S&T items as per site requirements at **Andal New ROH Shed** at Marshalling Yard of **Asansol Division, Eastern Railway**.

Sl. No.	Description	Unit	Rate	QTY	TOTAL AMOUNT
1	Design, supply, Installation, wiring, Testing (FAT & SAT) and commissioning of Electronic Interlocking (EI) system, hot standby with Dual VDU, complete with architecture of EI i.e. Distributed or Centralized as per the requirement of Zonal Railway, as per RDSO specification No. RDSO/SPN/192/2019 Ver. 2 or latest for Yards upto 200 Routes, RDSO/SPN/203/2011 Ver.1 or RDSO specification No. RDSO/SPN/192/2019 Ver. 2 or latest for Big Yard having more than 200 Routes. The Details of EI, Details of Drawings, List of Functional Vital Bits, Materials to be supplied as per Annexures enclosed. Inspection- RDSO. For Station with routes less than 50. SOR ITEM NO. 0102	Per Functional Vital Bit			
1.1	For Station CHHOTA AMBALA (CAM)	Per Functional Vital Bit	123691.00	266	32901806.00
1.2	For Station TAPASHI (TOP)	Per Functional Vital Bit	123691.00	449	55537259.00
1.3	For Station NEW MADXANPUR (MPUR)	Per Functional Vital Bit	123691.00	350	43291850.00
1.4	<b>Modification /Alteration</b> in existing distrubuted (Central +2 EI huts ) EI MICROLOK-II make of Hitachi (Electronic Interlocking) as per latest RDSO guidelines /TAN. It includes: Design and modification in existing Interface and Interlocking circuits and logic of EI system including modification in the VDU (Video Display Unit)/ LCP (Local Control panel) / CCIP (Control cum Indication Panel), Maintenance terminal (MPC), Data Logger, Relay rack wiring. The complete work should comply with the latest RDSO specifications and guidelines and as per approved SIP and circuit diagrams. All the EI material (Interface cards / wiring material / connectors /fuses /communication devices etc.) shall be provided by the contractor. The work also includes the supply of modified Selection table if requirewd ,Interface Circuits, VDU /LCP /CCIP diagram and all the required EI hardwares cards,connecters & wiring materialsd,fuses etc. to suit the modified approved SIP. It also includes the carrying out of <b>FAT, SAT</b> (as applicable) jointly with Railways and satisfactory commissioning. All plans /drawings / circuits etc. should be prepared on AUTOCAD, softcopy to be supplied on Pen Drive and 06 sets of hard copies also to be supplied.Re Design of EI systems with related application logic & interfaceCircuit.Factory Acceptance Test (FAT) -Testing & Commissioning support.Installation of proposed Program.(iv)Implementation of NDKR1/RDKR1.Supply of Document (interface circuit & Application logic Circuits) (It shall be supplied in CD / Pen drive & Hard copy in 6 set).Relay will be supplied by Railway.EI materials to be inspected by RDSO & others like wiring materials will be inspected by Consignee officials.	JOB	11328000.00	1	11328000.00
2	Maintenance supervision of Electronics Interlocking equipment for one station per month from the date of expiry of mandatory maintenance period as per conditions of contract or as per the details given in special condition of contract agreement, The maintenance has to be done as per the latest guidelines of PCSTE, provision mentioned in Signal Engineering Manual. All records have to be maintained as prescribed from time to time. During maintenance at least one certified expert personnel from the OEM should be available at the station. For Station with routes less than 50. SOR ITEM NO. 0106	Per Month	60869.00	8	486952.00
3	Supply of VDU of 55" with 4K resolution suitable for 24x7 application for control terminal/maintenance terminal as per RDSO spec. No. RDSO/SPN/192/2019 Ver.2 or latest. Model to be approved before supply. Warranty: 3 Years from commissioning. Inspection: Consignee. Payment: 80% on supply and balance on Installation and Testing. SOR ITEM NO. 0109	No.	109410.00	6	656460.00
4	Supply of VDU of 65" with 4K resolution suitable for 24x7 application for control terminal/maintenance terminal as per RDSO spec. No. RDSO/SPN/192/2019 Ver.2 or latest Model to be approved before supply. Warranty: 3 Years from commissioning. Inspection: Consignee. Payment: 80% on supply and balance on Installation and Testing.	No.	134093.00	6	804558.00
5	Supply and installation of "FRANKLIN ROD" as per NFPA-780 Standards as per ER Drawing No.-SI/TYP/103. Installation to be done as per IEC standard. It also includes connection of down conductor with Franklin Rod and running of down conductor through PVC pipes and connecting the same to nearby earth electrode. All material required for installation to be supplied by the contractor. Inspection: RITES/Consignee.. SOR ITEM NO. 1327	No.	66093.00	3	198279.00
6	Supply and erection of a mast/high mast lightning protection installation, mechanically robust good corrosion and fire resistance, 5 mtr. (including 2 mtr. FRP) long GI/MS painted along with guying kit foundation and other accessories required for installation of mast. Supply material inspection by consignee. SOR ITEM NO. 1328	Per Job.	9038.00	3	27114.00
7	Supply of copper bonded steel conductor of size 50 Sq.mm. as per IEC/EN 62561-2 (VDE 0185-561-2) for connecting A-class LA to earth. Inspection: RITES/Consignee. SOR ITEM NO. 1329	Mtr.	320.00	150	48000.00



Sl. No.	Description	Unit	Rate	QTY	TOTAL AMOUNT
8	Supply of Lightning Strike recorder LSC 6 digits shall be weather proof type. It should have a 6-digit event count & the capacity to count the smallest strike of intensity 3 KA. It should be a voltage sensing type counter so that it will register nearby strikes & static discharge due to induction effect as per IS 2309:1989 or latest. Make-Bakiral or better. Inspection: RITES/Consignee.SOR ITEM NO. 1330	No.	12334.00	3	37002.00
9	Fixing of Down Conductor through HDPE Pipe for A'- Class Surge Arrestor. HDPE pipe will be supplied by Rly. Note: No. in Unit column indicates per Arrestor. SOR ITEM NO. 1331	No.	623.00	3	1869.00
10	Increasing the height of 'A' Class Surge Arrestor (3 Mtrs. above of VHF Antenna). Dismantling of existing 'A' Class Surge Arrestor & refixing as per the instruction of Rly. site engineer. All the items required for cement concreting & refixing will be supplied by the contractor..SOR ITEM NO. 1332	No.	2546.00	3	7638.00
11	Supply of lightning and surge arrestors of Class B & C suitable for single phase supply in TT network as per specification RDSO/SPN/165/2023 Ver.4.0 Amd-1 or latest and as Both B & C to be from the same OEM recommended by RDSO letter No. STS/E/PS/GENL dated 27/01/2006 (Amendment.5). Inspection: RDSO/Consignee.SOR ITEM NO. 1333	Set.	14858.00	3	44574.00
12	Supply of Class C, Type 2 Protection for 60-100V AC/DC/24-60V. Supply as per Clause No.3.11.2 of Specification No. RDSO/SPN/165/2023 Ver.4.0 or latest. The Class C shall be with pluggable type, with indication and potential free contact. The supplier should submit an OEM certificate, KEMA, UL Certificate with the material, for connection between L1-L2, L1-E & L2-E. Inspection: RDSO/Consignee. SOR ITEM NO. 1334	No.	885.00	120	106200.00
13	Earthing and soldering of cable armour. SOR ITEM NO. 1336	Per Cable.	31.00	150	4650.00
14	Q-Series Neutral Line Relay (QN1 Type), 8F/8B, 24V DC complete with plug board (base plate), connectors and retaining clips etc. and conforming to BRS-930 and RDSO Spec. No. IRS:S-34 & S-23 with Amdt. upto date as applicable or latest. Inspection: RDSO.	No.	4372.00	160	699520.00
15	Q-Series Magnetically Latched Neutral Line Relay (QL1 Type), 8F/6B, 24V DC complete with plug board (base plate), connectors and retaining clips and conforming to BRS-935A and RDSO Spec. No. IRS:S-34 & S-23 or latest. Inspection: RDSO. SOR ITEM NO. 0310	No.	5249.00	80	419920.00
16	Q-Series LED ECR (Universal Type i.e.QECC-61), 4F/4B complete with plug board (base plate), connectors, retaining clips etc. and conforming to BRS-941A STS/E/RELAYS/AC LIT LED SIGNAL/09-2002, Amdt.1and RDSO Spec. No. IRS:S-34 & S-23 with Amdt. upto date as applicable or latest. Inspection: RDSO. SOR ITEM NO. 0312	No.	6406.00	150	960900.00
17	Q-Series Line Relay (QNA1 Type), AC immunized, 8F/8B, 24 V DC along with plug board (base plate), connectors, retaining clips etc. and conforming to BRS-931A and RDSO Spec. No. IRS:S-34, S-23 and S-60 or latest. Inspection: RDSO. SOR ITEM NO. 0314	No.	4847.00	160	775520.00
18	Contacting Unit (QBCA1 Type), 24 V DC, 2F(HD)/4B complete with plug board (base plate), connectors, retaining clips etc. and conforming to BRS-943 and RDSO Spec. No. IRS:S-34 & S-23 with Amdt. upto date as applicable or latest. Inspection: RDSO. SOR ITEM NO. 0318	No.	8464.00	40	338560.00
19	Supply of Key Lock Checking Relay (KLCR) working with 24V DC, non AC Immunized type 4F/4B Spec. no. IRS: S-23, IRS:S-34 & IRS:S-46. Inspection: RDSO. SOR ITEM NO. 0320	No.	9473.00	55	521015.00
20	Fabrication and Supply of Box suitable for 8 No's KLCRs as per ER Drawing No. SI/TYP/101. Inspection: Consignee. SOR ITEM NO. 0321	No.	17534.00	4	70136.00
21	Supply of Disconnect Terminal Block, Screw less type, 4-wire front entry (Two in-put & Two out-put) as per RDSO Spec. No. RDSO/SPN/189/2004 With latest amendments. The color will be decided by the Engineer - in - Charge. (Preferably In Blue, Red & Grey Colors in the ratio of 1:2:3) Inspection: RDSO. SOR ITEM NO. 0425	No.	69.00	3000	207000.00
22	Supply of End plate 2.5 mm./0.091 in thick as per RDSO Spec. No. RDSO/SPN/189/2004 With latest amendments. Inspection: RDSO. SOR ITEM NO. 0426	No.	13.00	1200	15600.00
23	Supply of End Stopper 10 mm./0.0394 in width as per RDSO Spec. No. RDSO/SPN/189/2004 With latest amendments. Inspection: RDSO. SOR ITEM NO. 0427	No.	13.00	1200	15600.00
24	Supply of Carrier Rails for above 35 mm. x 7.5 mm., 1 mm./0.039 in thickness un-slotted type as per site requirement. Inspection: Consignee. SOR ITEM NO. 0428	Mtr.	128.00	1200	153600.00
25	Supply and installation of Electronic Flasher unit, able to drive 2 No. of flasher lights. Inspection- RITES/Consignee. SOR ITEM NO. 0932	No.	2572.00	30	77160.00
26	Relay fail-safe electronic time delay device with fixed timing (0-120) seconds and conforming to RDSO Spec. No. IRS:S-61/2000 with Amdnd.2 and IRS:S-34 & S-23 with Amdt. upto date or latest mounted on Q-series relay base & covered complete with connectors, retaining clip etc. Inspection: RDSO. SOR ITEM NO. 0302	No.	2005.00	30	60150.00
27	Relay fail-safe electronic time delay device with fixed timing (0-60) seconds and conforming to RDSO Spec. No. IRS:S-61/2000 with Amdnd.1 or latest mounted on Q-series relay base & covered complete with connectors, retaining clip etc. Inspection: RDSO. SOR ITEM NO. 0303	No.	2670.00	30	80100.00
28	Supply, Installation, testing & commissioning of New modular U Shape VDU Table for provision of 02 nos. 55" VDU as per Detailed specifications vide Annexure-A and drawing is attached in Annexure- B (attached with tender document). Inspection: RITES. SOR ITEM NO. 1012	LOT	1019621.00	4	4078484.00
29	Supply of 12 channel Earth Leakage Detector (ELD) with configuration specified by Engineer In charge and as per specification RDSO/SPN/256/2002 or latest with insulated tester, test probes, Mounting stand and Fuse board to isolate from distribution board as per requirement of channels. INSPECTION: RDSO. SOR ITEM NO. 1301	No.	151661.00	7	1061627.00
30	Installation, Calibration and commissioning of Earth Leakage detector 8 to 12 channels as per instructions of engineer in charge. SOR ITEM NO. 1303	No.	11589.00	7	81123.00
31	Supply of Data Logger System with 1024 digital and 32 analog inputs as per RDSO Spec. No. IRS (S) 99/2006 with Amdt.3.0 or latest. Inspection: RDSO. Payment: 80% on supply and balance on installation and Testing/SAT.SOR ITEM NO. 0203	No.	625552.00	4	2502208.00

Sl. No.	Description	Unit	Rate	QTY	TOTAL AMOUNT
32	Installation, wiring, testing & commissioning of Micro Processor based Data Logger System with 1024 digital and 32 analog inputs as per RDSO Spec. No. IRS (S) 99/2006 with Amdt.3.0 or latest It covers complete indoor relay room wiring from data logger to relay rack tag blocks, drawing/extension of power supply upto Data Logger. It includes relay room door lock checking arrangement, RDSO/CLS Panel output power supply monitoring arrangement & DG sets, ELD , IPS,UFSBI, Block Instruments, SPDs, Auto Changeover Equipments/Modems, TFBC Alarms, AFDAS Alarms, RDPMS Alarms, 48 Volts Telecom supply, and interlinking and networking of Data logger. Note: Total numbers of relays and other signalling functions/gears required to be wired as per list circulated vide RDSO Letter No. STS/E/Data logger dtd.08.12.2011 or latest guidelines of Railway Board/RDSO/Zonal Railway. Networking of data logger includes extraction of data reports from the Control room. Exceptional reports are to be generated by a computer connected to a datalogger at the station and at a central location in the Control Room. Datalogger software should be able to generate exceptional reports for maintenance, safety and operations as per latest guidelines of Railway Board/RDSO/Zonal Railway. Datalogger to be installed at Site by OEM For networking, required communication channel (Quad/ OFC cable) will be arranged/provided by Rly in the Relay Room or in OFC/AUTO/EI Huts. The final commissioning will be done after filling up the Pre-Commissioning checklist (circulated by RDSO) with the OEM representative. Datalogger to be validated and commissioned before simulation test (SAT) and put in network, validation statement should be jointly signed by railway engineer (open line), railway engineer (construction) & OEM'S engineer before simulation test with name, designation and date. Payment for this item will be released only after submission of duly signed pre-commissioning checklist of data logger in standard RDSO format, joint signature of validation statement. OEM'S engineer will also impart training to rly staff at site for proper functioning /working and applications of data logger. SOR ITEM NO. 0204	No.	65395.00	4	261580.00
33	Supply of T-Networking equipments suitable for Networking to the existing Data Logger equipments. This includes supply of all equipment / accessories required for the purpose e.g. modems and network accessories. Inspection: Consignee. Payment: 80% on supply and balance on installation and Testing. SOR ITEM NO. 0213	Set	25737.00	3	77211.00
34	Commissioning of T-Networking suitable for Networking to the existing Data Logger equipments. This includes supply of all equipment / accessories required for the purpose.	Set	6933.00	3	20799.00
35	Modification/upgradation, validation and alteration of data logger as per site engineer at SSCR Station. This includes changes of NMDL software etc. Also data logger to be interfaced with PI/ EI equipment kept at the relay room. This work includes validation, wiring, etc. For this work necessary wire from relay to tag block & from tag block to data logger and tag block, terminal, wiring material etc. required for this work to be supplied by contractor. Note - Wire to be procured from RDSO approved firms and to be inspected by consignee. SOR ITEM NO. 0215	Set	61971.00	3	185913.00
36	Supply of desktop/All in one PC as per following specifications. Intel i7, 10th generation or better, RAM - 16 GB, SSD – minimum 256 GB, HDD - 500 GB, display - 27 inch, Window-10 or higher, graphics Type - integrated, Keyboard & mouse-wireless. Inspection: RITES/Consignee. Make: HP/Lenovo/Dell or better. SOR ITEM NO. 0214	No.	96538.00	8	772304.00
37	Supply, Installation, wiring, testing and commissioning of Multi Section Digital Axle Counter (Detection points and Evaluators as per the Scheme) along with Toolkit, as per RDSO Specification No. RDSO/SPN/176/2013, Ver.3 or latest and as per Annexure-A. The warranty of the equipment shall be 2 YEARS from the date of commissioning. Inspection: RDSO. Note:- 1) Scheme of Main/Redundant (dual) Evaluators with approximate number of DPs connected shall be enclosed for each location of Evaluators. 2) Installation, wiring, testing and commissioning of MSDAC as per RDSO TAN/Guidelines and Annexure-B. SOR ITEM NO. 1501				0.00
38	For Station CHHOTA AMBALA (CAM)	Per DP	329883.00	27	8906841.00
39	For Station SONACHARA (SSCR)	Per DP	329883.00	22	7257426.00
40	For Station TAPASHI (TOP)	Per DP	329883.00	50	16494150.00
41	Supply of Tool kit for HASSDAC/SSDAC consisting of the following. a) Digital multi meter - Model 187 of Fluke make or Model Rish 18S of Rishabh Make or similar suitable for Digital Axle Counter. b) Train simulator. c) Extender card. d) Dummy Wheel. e) Square Drive T Handle - Model 1733 of Taparia Make. f) 19mm, 3/8 inch square drive socket made of Chrome Vanadium steel - Model 19H of Taparia make or similar. g) Ring Spanner (Flat) of size 17 x 19 mm. - Jhalani Make or equivalent. h) Double ended open jaw spanner no. 895 (Deflector plates). i) Spanner of size 17 x 19 mm. - Jhalani or Everest or Taparia Make. j) Spanner of size 19 x 24 mm. - Jhalani or Everest or Taparia Make. k) Ring Spanner of size 24 x 26 mm. - Jhalani or Everest or Taparia Make. l) Screw Driver No. 902 - Taparia Make or equivalent. m) Screw Driver No. 935 - Taparia Make or equivalent. n) Carrying bag for tools. Inspection: RITES/Consignee. SOR ITEM NO. 1615	Set.	131943.00	3	395829.00
42	Supply of Universal Fail-safe Block Interface (UFSBI) as per Specification No. IRS:S-105/2012 (Ver.0) or latest OR Solid-State Block Proving Axle Counter (Digital) (SSBPAC-D) as per specification No. RDSO/SPN/175/2005 Ver. 1 or latest. Complete with all accessories for <b>Single Line or Double Line</b> . Inspection: RDSO. Warranty of the equipment shall be 2 YEARS from the date of commissioning. Note - Payment terms - 75% after supply. 15% after installation, wiring & Testing, 10% after commissioning. SOR ITEM NO. 1504	Pair	819630.00	11	9015930.00
43	Supply of MODEM compatible with existing UFSBI system to work on backup media (either VF-channel on OFC P/Mux or 2 Mbps EI channel from STM or direct dark single mode 1 Core, optic fiber cable up to 30 Km. distance). The required type must be mentioned while ordering. Note: Warranty of the equipment shall be 2 YEARS from the date of Supply. SOR ITEM NO. 1505	Pair	78227.00	11	860497.00
44	Supply of Industrial grade EI Modem (with 1+1 hot standby EI uplink) for UFSBI with 6 no. of RS232 & 8 nos. E&M VF channel (individually configurable to 2/4 wire by simple hardware switch) suitable for connecting UFSBI Block along with UP & DN Line HASSDAC and 100% spare channels. Working on dual DC 24/48 Volts supply in hot-standby mode. Note: Warranty of the equipment shall be 2 YEARS from the date of Supply. SOR ITEM NO. 1506	No.	202209.00	11	2224299.00

Sl. No.	Description	Unit	Rate	QTY	TOTAL AMOUNT
45	Installation, Testing and Commissioning of Industrial grade EI Modem (with 1+1 hot standby EI uplink) for UFSBI with 6 no. of RS232 & 8 nos. E&M VF channel (individually configurable to 2/4 wire by simple hardware switch) suitable for connecting UFSBI Block along with UP & DN Line HASSDAC and 100% spare channels. Working on dual DC 24/48 Volts supply in hot-standby mode as per RDSO TAN/ Guidelines. SOR ITEM NO. 1507	Set	70688.00	11	777568.00
46	UFSBI Block Telephone (Complete with PTT Handset). SOR ITEM NO. 1517(K)	No.	6249.00	11	68739.00
47	Automatic media changeover of Modems working on redundant channels for data transmission on OFC/Quad compatible with existing UFSBI. SOR ITEM NO. 1517(L)	No.	34994.00	11	384934.00
48	Supply of Key switch with 1 NO + 1 NC or 2 NO config. of ESBEE make, suitable to work with Block Panel of Deltron or similar make as per RDSO Spec No. IRS-S-105/2012 Ver.0 or Latest. SOR ITEM NO. 1517(M)	No.	1221.00	8	9768.00
49	Supply of RS232 Serial communication to Optical fiber media converters as per RDSO Spec. No. IRS (S) 99/2006 (Amdt.3) or latest. Inspection: RITES/Consignee. SOR ITEM NO. 0218	No.	2254.00	8	18032.00
50	Supply of 40 mm. dia. permanently lubricated HDPE telecom: ducts (with chord) as per RDSO Spec. No. RDSO/SPN/TC/45/2013 Rev.2.0 with latest amendments or Latest in length of 1000 mtrs./roll For each km. of HDPE duct following items are to be supplied (a) end plugs-2 nos. (b) cable sealing plugs - 2 nos. (c) plastic couplers slip fit/push fit type 2 nos. (d) end plugs to be provided along with drum 2 nos. Color to be specified by Railways. Inspection: RITES/Consignee. SOR ITEM NO. 1204	Km.	79596.00	12	955152.00
51	Laying of HDPE/DWC/GI Pipes 40 mm. dia. permanently lubricated HDPE telecom: ducts (with chord) as per RDSO Spec. No. RDSO/SPN/TC/45/2013 Rev.2.0 with latest amendments or Latest in length of 1000 mtrs./roll For each km. of HDPE duct SOR ITEM NO. 1205	Km.	7590.00	12	91080.00
52	48 Fiber Armoured OFC cable conforming to RDSO specification No.RDSO/SPN/TC/110/2020 Revision-0 or latest if any up to the date of tender opening (Warranty Period : Upto 30 months from the date of delivery.)	Km.	76338.55	12	916062.60
53	Supply of FSK to Optical Fiber Converter (OFC). (01 Set consisting of 02 Nos. FSK to OFC module). Note: This unit to be used for SSDAC/HASSDAC. Module to be powered by 24V DC. It has minimum 2 input port and minimum 2 output port at each unit of the set and has auto change over facility. This item to be housed inside the Location box and housing arrangement to be supplied by the contractor. The unit should have an LED indication panel to show health of the unit, status of media and potential free contact for monitoring through datalogger. This unit has a power off failsafe mechanism. Make - CEL/CYGNUS/TEAM ENGG or similar. Warranty will be minimum one year from date of commissioning. Inspection: RITES/Consignee. SOR ITEM NO. 1425	No.	64141.00	4	256564.00
54	Supply of Single Section Digital Axle Counter (SSDAC) as Set per specification No. RDSO/SPN/177/2012 Ver.3.0 or latest. Inspection- RDSO Note - (i) The length of Tx & Rx cable shall be of 5/10/15 m to meet the site requirements. Before supply of Tx-Rx cable, approval from concerned authority to be taken. (ii) Warranty of the equipment shall be 2 YEARS from the date of commissioning. (iii) Payment terms - 75% after supply 15% after installation, wiring & Testing, 10% after commissioning. SOR ITEM NO. 1502	Set	667988.00	24	16031712.00
55	Installation, Testing & Commissioning of SSDAC as per latest RDSO TAN/Guidelines. Note - It includes fixing of device, relays, wiring, lacing /dressing, cable termination with lug eyelet, drilling holes in rails, Installation of track devices and making it functional along with existing UFSBI/block instrument. Material required other than supply item of SSDAC/HASSDAC shall be arranged by contractor to make it functional. SOR ITEM NO. 1503	Set	36802.00	24	883248.00
56	Supply of Cable termination Racks (CTR) as per Drawing No. ER DRG.No. S&T/C-19/2001 or latest and must be powder coated of stone grey color. Inspection: RITES/Consignee. SOR ITEM NO. 0415	No.	54982.00	16	879712.00
57	Execution, Installation of Cable Termination Rack. Fixing & installation of CTR (Rack erection, tripod, insulation bush, supporting angles, grouting, fixing of hylam sheet, fixing of required terminals and fuses, holes on Hylam sheet for wiring. Hylam sheet, terminal, fuses will be supplied by Railways. SOR ITEM NO. 0416	No.	7759.00	16	124144.00
58	Termination of Outdoor Cables (Main Cables /tail cables) in location boxes, cable termination rack in relay room, station building, etc. The item includes dressing of cables and wires with dressing threads as per standard practice. All material required for this item will be supplied by the contractor (Lugs, eyelets, Power cables should be terminated with suitable lugs/eyelets wherever applicable). SOR ITEM NO. 0424	Per Conductor	6.00	50000	300000.00
59	Supply of full size apparatus case (GKP type) (as per Drawing No. SW SK NO. 4/90 & other applicable GKP SW Drawing). This includes supply of a location box (GKP type) with 'E' type lock & key, fitted on the location door on both side, E Type lock (ward No. will be specified by Engineer-in Charge) as per RDSO Drg. No. SA-3376 and Key to Drg. No. SA-3377 as per RDSO Drawing No. S-11500. Inspection: RITES/Consignee. SOR ITEM NO. 1101	No.	17543.00	80	1403440.00
60	Casting, concreting and curing of concrete foundation (in ratio 1:3:6), erection and installation of full size apparatus case as per Drg. No. S&T/C-6/98(NKG). This includes the cost of all materials required for fixing holding down bolts, casting, concreting. Note: Bolts, nuts and washers, bitumen compound to be supplied by contractor and bitumen compound to be used in between apparatus case and foundation. This also includes the bottom of apparatus cases filled with sand and the outside covered with masonry work and neat cement plastering. Note: Painting the apparatus case inside and outside with one coat of red oxide, two coats of aluminium paints outside and white paint inside. SOR ITEM NO. 1102	No.	13705.00	80	1096400.00

Sl. No.	Description	Unit	Rate	QTY	TOTAL AMOUNT
61	Fixing by slotted angle, wiring of terminal strips, hylam strip, relays, fuses with base, fixing of HDHMR shelves for full size apparatus case with Termination & Earthing of cables and wiring with lettering both inside and outside as required including supply of slotted angles, ferrules for marking and miscellaneous materials per location to be supplied by contractor (all materials except Wires, relay, terminal strips, Bakelite strip, fuses with base and HDHMR shelves to be supplied by the contractor). It includes letter painting both inside and outside as per ER practice. NB- Multi strand cables and power cable to be terminated with proper lugs and required buss bar etc. to be supplied by the contractor. Inspection: Consignee. SOR ITEM NO. 1103	No.	6089.00	80	487120.00
62	Supply of HDHMR (High Density, High Moisture Resistance) Shelf for Full Location Box Size 950 x 400 x 25 mm. Inspection: RITES/Consignee. SOR ITEM NO. 1107	No.	825.00	160	132000.00
63	Supply of PBT ARA terminal 6 WAY 25 mm., DRG.NO.23756, ALT-3. as per IRS Spec. No. IRS:S-75/2006 (Rev.2.) or latest. Material to be procured from RDSO's approved firm only. Inspection: RDSO. SOR ITEM NO. 0419	No.	612.00	1200	734400.00
64	Supply of Phenolic laminated Sheet/Hylam sheet, grade P3 in standard size of 1220 X 1220 x 10 mm. as per Spec. No. IS 2036 of 1995 or latest. Test report of manufacture to be supplied. Inspection: RITES/Consignee. SOR ITEM NO. 1109	No.	5552.00	80	444160.00
65	Supply of Non deteriorating type FUSE as per Spec No. IRS:S-78/2006 with latest amendments rating (2A/6A/10A/16A/20A) type, cylindrical. Inspection- RDSO. SOR ITEM NO. 0420	No.	77.00	500	38500.00
66	Supply of fuse BASE (PBT) to Spec. No. IRS-S-78/2006 or latest, Drg. No. SA-23748 with fuse inserts cartridge, non-deteriorating type to Spec. No. IRS:S-78/2006 with latest amendment, to be mounted inside the location box on the hylam sheet. Inspection: RDSO. SOR ITEM NO. 0421	No.	225.00	500	112500.00
67	Dismantling of the location box including all its accessories & concrete foundation. SOR ITEM NO. 1112	No.	820.00	30	24600.00
68	Painting of existing FULL SIZE apparatus cases without disturbing the terminations and equipments inside. The work involves scraping of old paint, applying two coats of Aluminium paint outside & two coats of white paint inside apparatus cases, painting of termination, equipment and number particulars on apparatus cases as instructed by Railway representative at site (Paints and all other miscellaneous materials required for the work shall be supplied by the Contractor) Note: Item applicable for alterations and maintenance works. SOR ITEM NO. 1113	No.	1774.00	80	141920.00
69	Excavation of trench at a of Depth of 1200 mm. and width of 300 mm., including marking of cable alignment, clearing of jungle, roots of trees, bushes, refilling with excavated soil, ramming and consolidation after laying of cables complete to the finished item of work in all type of Soil. NOTE: In case 1.2 m. depth of the trench is not achievable due to site conditions approval of officer in charge is to be obtained and payment shall be made on a prorata basis. SOR ITEM NO. 1227	Km.	97822.00	21	2054262.00
70	Trenching under Rails for crossing the track (Track Crossing) and refilling of trenches. The track crossing shall be done at right angles. The depth of the cable trench shall be 1.2 meter below the rail flange. The ballast shall be stacked separately while making the trench and the earth soil shall be stacked separately. While re-filling the trench, the earth soil has to be filled first to the ground level and the ballast has to be properly put in the track. This work has to be done under supervision of the supervisor of S&T. SOR ITEM NO. 1228	Mtr.	1128.00	700	789600.00
71	Arranging of HDD machine with accessories including handling/laying of Pipes and preparation of site and boring (boring size upto 175 mm.) at track crossing/ pucca road crossing, boring trench shall be minimum 01(one) meter below the track/road/pucca road crossing area. Required pipes shall be supplied by Railways. Payment shall be made after laying of required cables & sealing/plugging of vacant pipes. Note: This shall be used only for track crossing/pucca road crossing. SOR ITEM NO. 1216	Mtr.	1946.00	3000	5838000.00
72	Supply of HDPE pipe of various diameter with material grade PE 100 as per specification IS:4984:1995 up to latest amendment. INSPECTION: RITES/Consignee. <b>d) HDPE pipe of 160mm Dia.</b> SOR ITEM NO. 1248 D	Mtr.	792.00	3000	2376000.00
73	Laying of S&T Cables of various cores/pairs/quads in trenches/GI pipes/RCC pipes/DWC pipes/Trunking. SOR ITEM NO. 1230	Mtr.	7.00	154000	1078000.00
74	Supply of Double Walled Corrugated (DWC) HDPE duct of outer Diameter 63 mm. and inner Diameter 50 mm. length of 6m as per Specification RDSO/SPN/204/2011 Ver.1.1 Amd.1 or latest. The duct shall be supplied along with push-fit type O-ring coupler or end cap. Inspection: RITES/Consignee. SOR ITEM NO. 1207	No.	867.00	1500	1300500.00
75	Laying of HDPE/DWC/GI Pipes Double Walled Corrugated (DWC) HDPE duct of outer Diameter 63 mm. and inner Diameter 50 mm. length of 6m. SOR ITEM NO. 1205	Mtr.	75.90	1500	113850.00
76	Supply of color light signal post 4.5 mtr. as per RDSO Spec. No. IRS:S-6-81 (or latest) and Drg. No. SA-23156 (Adv.), Alt-1 (or latest). Materials to be procured only from RDSO approved list of firms for manufacture & supply of mechanical signaling items. Inspection: RITES/Consignee. SOR ITEM NO. 0810	No.	11357.00	29	329353.00
77	Supply of 4.5 meter Ladder for Color Light Signal as per RDSO Drawing No. SA-23153 (Adv.) or latest and Stage with Ladder as per Drawing No. S-2033/M (IRS) or latest & as per Specification No. IRS:S-10/78 & IS:210 or latest. Inspection: RITES/Consignee. SOR ITEM NO. 0814	No.	9936.00	29	288144.00
78	Supply of color light signal post 3.5 mtr. as per RDSO Spec. No. IRS:S-6-81 (or latest) and Drg. No. SA-23156 (Adv.), Alt-1 (or latest). Materials to be procured only from RDSO approved list of firms for manufacture & supply of mechanical signaling items. Inspection: RITES/Consignee.. SOR ITEM NO. 0811	No.	8832.00	28	247296.00
79	Supply of 3.5 meter Ladder for Color Light Signal as per RDSO Drawing No. SA-23150 (Adv.) or latest and Stage with Ladder as per Drawing No. S-2033/M (IRS) or latest & as per Specification No. IRS:S-10/78 & IS:210 or latest. Inspection: RITES/Consignee. SOR ITEM NO. 0815	No.	7728.00	28	216384.00

Sl. No.	Description	Unit	Rate	QTY	TOTAL AMOUNT
80	Supply of FRP type color light signal unit 2 aspect complete as per Drg. No. SA-23003/AIM with latest amendments and as per RDSO Spec. no. RDSO/SPN/194/2006 Rev. 2.0 or latest. Inspection: RITES/Consignee. SOR ITEM NO. 0819	No.	32374.00	28	906472.00
81	Supply of FRP type color light signal unit 3 aspect complete as per Drg. No. SA-23002/AIM with Latest amendment and as per RDSO Spec. no. RDSO/SPN/194/2006 Rev. 2.0 or latest. Inspection: RITES/Consignee. SOR ITEM NO. 0820	No.	34896.00	18	628128.00
82	Supply of FRP type color light signal unit 4 aspect complete as per Drg. No. SA 23001/NM with Latest amendments and as per RDSO Spec. no. RDSO/SPN/194/2006 Rev.2.0 or latest. Inspection: RITES/Consignee. SOR ITEM NO. 0821	No.	39446.00	11	433906.00
83	Supply of offset bracket for position light shunt signal (90 mm. outside Dia.) post with U clamps, nuts, washers complete as per RDSO Drg. No. SA-23080/ADV/ALT-1 all drawings should be as per latest. Inspection: RITES/Consignee. SOR ITEM NO. 0845	No.	2573.00	24	61752.00
84	Supply of dependent/position light type Shunt Signal complete as per Drawing No. SA-23840(Adv.) Alt.2 or latest, S-23023 or latest with offset bracket to Drg. No. SA23080 Adv. Alt. 1 or latest to suit 140 mm. dia. post complete as per Specification No. IRS:S-10/78 Rev.8 or latest. Inspection: RITES/Consignee. SOR ITEM NO. 0844	No.	6988.00	23	160724.00
85	Supply of Shunt Signal Position Light type complete with base, post etc. as per Drg. No.SA-23840 (Adv.) Alt '1' or latest, S-23203 or latest and Drg. No. SA-23845(Adv.) or latest for 90 mm. dia. mounting socket as per Specification No. IRS:S-10/78 with Rev.8 or latest. Inspection: RITES/Consignee. SOR ITEM NO. 0846	No.	8549.00	33	282117.00
86	Erection of Ground type shunt signal complete including surface base, signal post, LED aspects, number plate, termination of tail cables, wiring of signal unit, provision of EWS locks and painting of one coat of red oxide and two coats of Aluminium / enamel paint, (Supply of Ground type shunt signal complete including surface base, signal post, LED unit is to be supplied by Railways). (EWS locks, enameled number plates, bolts and nuts, lead wool, paints and all other miscellaneous materials shall be supplied by the contractor). SOR ITEM NO. 0847	No.	2696.00	33	88968.00
87	Casting, concreting and curing of foundation for Shunt signal including cost of all materials required for casting and concreting. All materials required for execution will be supplied by the contractor, including holding down galvanised bolts & nuts with washers, cement, sand, stone chips, PVC pipe, shuttering etc. As per Drg. No. SK/5/95/NKG. SOR ITEM NO. 0848	No.	5152.00	33	170016.00
88	Supply of Calling ON/Guard Repeater Signal Unit with Brackets & Fixing accessories. Calling ON / Guard Repeater Signal Unit shall conform to RDSO Drg. No. 24351(Adv.) Alt1. suitable for LED Signal Lighting Unit. Inspection: RITES/Consignee. SOR ITEM NO. 0849	No.	3193.00	8	25544.00
89	Fixing of Calling-on Signal / A-Sign / AG-Sign unit on signal post including Guard Repeater Signal. The item includes fixing of Co-On signal / 'A' sign / 'AG' sign unit on signal post with bracket, hood etc. Item includes supply of bracket & fixing materials etc. by the contractor. The item also includes termination of cables & wiring inside Co-On signal / 'A' sign / 'AG' sign unit as per standard practice. SOR ITEM NO. 0851	No.	2943.00	8	23544.00
90	Supply of cast iron offset bracket for Main Signal with U clamps, nuts, washers complete Drg. No. SA-23080/ADV/Alt-1. RDSO Spec. No. IRS-S-10/78. Inspection: RITES/Consignee. SOR ITEM NO. 0822	No.	3168.00	23	72864.00
91	Supply of Offset Bracket to suit 140mm dia. CLS post with two numbers of U bolts and nuts complete. Inspection: RITES/Consignee. SOR ITEM NO. 0823	No.	4892.00	28	136976.00
92	Casting, concreting & curing of foundation for Main signal including cost of all materials required for casting and concreting. All materials required for execution will be supplied by the contractor including cement, sand & stone chips, Foundation Bolts, PVC Pipe, shuttering etc. as per Drg. No. S&T/C-42(NKG). SOR ITEM NO. 0824	No.	10166.00	57	579462.00
93	Erection of surface base, signal post, mounting of Color Light Signal up to 4 aspects complete on signal post, offset bracket, LED fixing, plumbing of the signal through sealing gap between Surface base and signal post, fixing of ladder with platform complete and concreting of ladder shoe, fixing of number plates, marker board, termination tail cables, wiring of signal unit, fixing of EWS locks, and painting of one coat of red oxide and two coats of aluminium/enamel paints , black paint on post, ladder, Platform, ladder shoe as per practice. When the aspect is fixed on an offset bracket using 'U' bolts and nuts, a through bolt shall be provided by drilling a hole in the signal pole to prevent the offset bracket from sliding down. Painting of Signal unit with two coats of white inside and Black outside (Supply of surface base, offset bracket, CLS pole, CLS aspects complete, ladder with shoes and platform, LED aspects, and wire coils will be supplied by Railways). (through bolts and nuts, cement, stone jelly 20/25mm dia. river sand, Signal Color Rings, all fixing bolts and nuts, teak wood, paints PVC/Nylon sleeves and all other miscellaneous materials for the work shall be supplied by the contractor) SOR ITEM NO. 0825	No.	13314.00	57	758898.00
94	Supply of 1 WAY FRP TYPE JUNCTION ROUTE INDICATOR as per RDSO Drg. No. SA-23401(Adv.) / (Alt.2). Inspection: RITES/Consignee. SOR ITEM NO. 0832	No.	33597.00	13	436761.00
95	Supply of 2 WAY FRP TYPE JUNCTION ROUTE INDICATOR as per RDSO Drg. No. SA-23402(Adv.) / (Alt.2). Inspection: RITES/Consignee.	No.	42260.00	4	169040.00
96	Supply of 3 WAY FRP TYPE JUNCTION ROUTE INDICATOR as per RDSO Drg. No. SA-23403(Adv.) / (Alt.2). Inspection: RITES/Consignee.	No.	41297.00	3	123891.00
97	Supply of metallic 4 way Junction route indicator unit Without Lenses & Holder as per Drg. No. RDSO SA- 23404 or latest suitable for LED Signal Lighting Unit as per IRS:S-66/84 Amdt.1 or latest. Inspection: RITES/Consignee. SOR ITEM NO. 0829	No.	27177.00	1	27177.00
98	Supply of AC LED alpha or numeric route indicator for 1-19 / A-R routes with complete housing with white LED as per specification IRS : S 66/84 Amdt.1 or latest and Drg. No. SA 23761(Adv.) or Latest. Lamp proving compatible with normal bulb type multi lamp route indicators. Input operating voltage 110V AC +/- 25%. Uniform intensity over the entire operating range. Inspection: RITES/Consignee.SOR ITEM NO. 0840	No.	53145.00	1	53145.00
99	Installation, testing and commissioning of AC LED alpha or numeric route indicator with complete housing including necessary wiring connection with the main signal and dismantling of existing route indicator wherever required. Necessary signalling cable if required will be supplied by the Railway. SOR ITEM NO. 0841	No.	27297.00	1	27297.00
100	Fixing of junction type route indicator - 1 way - complete / fixing of additional limb to the existing route indicators, termination of tail cables, wiring, fixing of required number of EWS locks, wire mesh and painting. [Fixing bolts and nuts, wire mesh, PVC / Nylon sleeves, paints and all other miscellaneous materials shall be supplied by the contractor]. SOR ITEM NO. 0835	No.	2136.00	13	27768.00

Sl. No.	Description	Unit	Rate	QTY	TOTAL AMOUNT
101	Fixing of junction type route indicator - 2 way - complete / fixing of additional limb to the existing route indicators, termination of tail cables, wiring, fixing of required number of EWS locks, wire mesh and painting. [Fixing bolts and nuts, wire mesh, PVC / Nylon sleeves, paints and all other miscellaneous materials shall be supplied by the contractor]. SOR ITEM NO. 0836	No.	2530.00	4	10120.00
102	Fixing of junction type route indicator - 3 way - complete / fixing of additional limb to the existing route indicators, termination of tail cables, wiring, fixing of required number of EWS locks, wire mesh and painting. [Fixing bolts and nuts, wire mesh, PVC / Nylon sleeves, paints and all other miscellaneous materials shall be supplied by the contractor]. SOR ITEM NO. 0837	No.	2923.00	3	8769.00
103	Fixing of junction type route indicator - 4 way - complete / fixing of additional limb to the existing route indicators, termination of tail cables, wiring, fixing of required number of EWS locks, wire mesh and painting. [Fixing bolts and nuts, wire mesh, PVC / Nylon sleeves, paints and all other miscellaneous materials shall be supplied by the contractor]. SOR ITEM NO. 0838	No.	4414.00	1	4414.00
104	Supply and fixing of protective screen of expanded metal 12 SWG of size 1200 x 1500 mm. on signals as per std. practice in the RE Area. Inspection: Consignee. SOR ITEM NO. 0852	No.	4415.00	57	251655.00
105	Supply of P / C / G / A / AG marker as per relevant drawing. Inspection: Consignee. SOR ITEM NO. 0853	No.	694.00	20	13880.00
106	Supply, Fabrication of Retro reflective Nomenclature Board of size 254 mm. x 358 mm. made of 2 mm. thick aluminium sheet & high intensity prismatic (hip) grade retro reflective sheet (TYPE-IV) including fixing arrangement for fixing them on existing post per SEM and as per standard practice. Details of station, signal type and number to be obtained before supply. Inspection: Consignee. SOR ITEM NO. 0854	No.	470.00	57	26790.00
107	Supply of 280 mm. x102 mm. x 2 mm. thickness vitreous enamel coating arrow markers board fabricated with MS clamp of size 40 mm. x 6 mm. along with suitable bolts and nuts. Inspection: Consignee. SOR ITEM NO. 0855	No.	367.00	53	19451.00
108	Supply of LED signal lamps for Main color light Signal RED Aspect, 110V AC retrofittable in existing CLS housing and compatible with AC LED ECR as per RDSO Spec. No. RDSO/SPN/199/2025 Revision.1.2 with Amendment - 1 or latest. Inspection: RDSO. SOR ITEM NO. 0801	No.	9238.00	85	785230.00
109	Supply of LED signal lamps for Main color light Signal YELLOW Aspect, 110V AC retrofittable in existing CLS housing and compatible with AC LED ECR as per RDSO Spec. No. RDSO/SPN/199/2025 Revision.1.2 with Amendment - 1 or latest. Inspection: RDSO. SOR ITEM NO. 0802	No.	9454.00	110	1039940.00
110	Supply of LED signal lamps for Main color light Signal GREEN Aspect, 110V AC retrofittable in existing CLS housing and compatible with AC LED ECR as per RDSO Spec. RDSO/SPN/199/2025 Revision.1.2 with Amendment - 1 or latest. Inspection: RDSO. SOR ITEM NO. 0803	No.	10414.00	85	885190.00
111	Supply of LED signals for Route Aspect (Subsidiary Signal), 110V AC retrofittable in existing CLS housing and compatible with AC LED ECR as per RDSO Spec. No. RDSO/SPN/153/2023 Revision.5.0 or latest. Inspection: RDSO. SOR ITEM NO. 0804	No.	5864.00	200	1172800.00
112	Supply of LED signals for Shunt Signal Aspect (Subsidiary Signal), 110V AC retrofittable in existing CLS housing and compatible with AC LED ECR as per RDSO Spec. No. RDSO/SPN/153/2023 Revision.5.0 or latest. Inspection: RDSO. SOR ITEM NO. 0805	No.	6425.00	170	1092250.00
113	Supply of LED signals for Calling ON Signal Aspect (Subsidiary Signal), 110V AC retrofittable in existing CLS housing and compatible with AC LED ECR as per RDSO Spec. No. RDSO/SPN/153/2023 Revision.5.0 or latest. Inspection: RDSO. SOR ITEM NO. 0806	No.	7693.00	8	61544.00
114	Supply of "A" marker LED (White Color) signal lighting unit retrofittable in existing CLS housing and compatible with AC LED ECR,(as per Spec. No. RDSO/SPN/153/2023 Rev 5.0 or latest). Inspection: RDSO. SOR ITEM NO. 0807	No.	5018.00	2	10036.00
115	Supply of Integrated power supply (IPS) system as per RDSO Spec. No. RDSO/SPN/165/2023 (Ver.4.0) Amdt.1 or latest and also as per ER letter no-S.42/2/Vol.-III dated-26.11.2025 (Typical Application Central EI ) along with 300AH Low maintenance Lead Acid (LMLA) or Valve Regulated Lead Acid (VRLA ) Battery Bank with complete accessories as per the drawing. Inspection: RDSO. Payment: 70% on supply and balance on installation and testing. SOR ITEM NO. 0501	No.	1508040.00	4	6032160.00
116	Installation, grouting, Testing and Commissioning of Integrated Power Supply System as per Specification No. RDSO/SPN/165/2023 Ver.4.0, Amdt.1 or latest. It will include initial charging of Battery, Installation of SPD/LVD, Installation wiring of SM Monitoring Panel, Wiring of Alarms/SPDs to data logger, wiring between IPS to SPD, Installation shall be done as per RDSO TANs, with best installation practices and PCCL by the authorized competent Engineer of the OEM. SOR ITEM NO. 0504	No.	70082.00	4	280328.00
117	Painting of existing color light Signals as per standard practice. The work involves scraping of old paint and two coats of aluminium enamel paint on the Signals & White paint inside signal unit and X mark on signal unit backside with white paint, Painting of Signal Unit, ladder, platform etc. complete as instructed by Railway representative at site (Paint and all other miscellaneous materials required for the work shall be supplied by the Contractor). SOR ITEM NO. 0859	No.	1831.00	57	104367.00
118	Supply of Pipe lock with key ring size inside dia. 40.5 mm., outside dia. 60mm. Thickness 20 mm., lock length 65 mm. Inspection: Consignee. SOR ITEM NO. 0862	No.	162.00	79	12798.00
119	Fixing and wiring of platform repeaters. The work involves fixing of platform repeater using suitable fixing arrangements at places indicated, wiring the same and painting as per the instructions of Railway representative at site. The signal shall be connected to the apparatus case using cables neatly clamped. The work also includes provision of one EWS lock. (Laying of cable, supply of repeater signals and cables is not included in this schedule). [Required paint, EWS lock and all other miscellaneous materials required for the work shall be supplied by the Contractor]. SOR ITEM NO. 0865	No.	5113.00	12	61356.00
120	Fabrication, Supply and fixing of CALLING ON instruction boards, STOP boards/BSLB/Shunting Limit Board/Auto section board or any other board with engineering grade reflective sticker of size 600 X 1000 mm. GI sheet, with MS angle of 75 mm. X 75 mm. X 6 mm. with 6 meter length including paint, excavation of pit and concrete foundation etc. as per the instructions of sight in-charge. All necessary materials to be arranged by the contractor). Inspection: Consignee. SOR ITEM NO. 0867	No.	7267.00	10	72670.00
121	Provision of foundation for the signal warning boards/calling on boards/all types of boards. (A pit of size 400 mm. x 400 mm. x 1500 mm. is to be dug and cement concrete foundation in the pit in the ratio 1:3:6 to be casted. The rail post/MS angle is to be erected up right in the foundation. SOR ITEM NO. 0868	No.	1548.00	10	15480.00

Sl. No.	Description	Unit	Rate	QTY	TOTAL AMOUNT
122	Supply of Tinned Copper LUGs for fitting in Cable Size: 2.5 Sq.mm., Barrel Inner Dia: 2.4 mm., Barrel Outer Dia: 3.90 mm., Barrel Length : 8 mm., Stud Hole Center Dia: 5.2 mm., Palm Width: 9 mm., Thickness: 1.3-1.5 mm., Lug Length: 17-19 mm., Thimble Type : Ring. Inspection: Consignee. SOR ITEM NO. 1304	No.	3.00	2100	6300.00
123	Supply of Tinned Copper LUGs for fitting in Cable Size : 6 Sq.mm, Barrel Inner Dia: 4.0 mm., Barrel Outer Dia : 5.5 mm., Barrel Length: 10mm., Stud Hole Center Dia : 8.2 mm., Palm Width: 10.0 mm., Thickness: 1.3-1.5 mm., Lug Length: 24 mm., Thimble Type : Ring. Inspection: Consignee. SOR ITEM NO. 1305	No.	6.00	2100	12600.00
124	Supply of Tinned Copper LUGs for fitting Cable Size: 10 Sq.mm., Barrel Inner Dia: 4.7 mm., Barrel Outer Dia: 7.10 mm., Barrel Length: 10mm., Stud Hole Center Dia: 9.9 mm., Palm Width: 12.6 mm., Thickness: 1.8 mm., Lug Length: 27 mm., Thimble Type : Ring. Inspection: Consignee. SOR ITEM NO. 1306	No.	12.00	2100	25200.00
125	Supply of Tinned Copper LUGs for fitting in Cable Size : 16 Sq.mm., Barrel Inner Dia: 6.4 mm., Barrel Outer Dia 8.0 mm., Barrel Length: 12.2 mm., Stud Hole Center Dia: 10 mm., Palm Width: 12.6 mm., Thickness: 1.8 mm., Lug Length: 28-30 mm., Thimble Type : Ring. Inspection: Consignee. SOR ITEM NO. 1307	No.	16.00	2100	33600.00
126	Supply of Tinned Copper LUGs for fitting in Cable Size : 35 sq. mm., Barrel Inner Dia :13 mm., Barrel Outer Dia: 17 mm., Barrel Length: 12.2 mm., Stud Hole Center Dia: 10 mm., Palm Width: 12.6 mm., Thickness: 1.8 mm., Lug Length: 28-30 mm., Thimble Type : Ring. Inspection: Consignee. SOR ITEM NO. 1308	No.	35.00	2100	73500.00
127	Supply of Copper bonded steel electrode of 3.0 m. long, 17.2 mm. dia. with copper bonding thickness of minimum macrons and UL listed as per RDSO Spec. No RDSO/SPN/197 Ver.1.0 or latest and conforming to RDSO Drg. No. SDO/RDSO/E&B/001 or Latest. Necessary testing certificate of UL, IEC to be produced. Inspection: RDSO/Consignee. SOR ITEM NO. 1309	No.	4858.00	60	291480.00
128	Supply of Copper Strip 25 X 6 mm. Inspection: RDSO/Consignee. SOR ITEM NO. 1310	Mtr.	873.00	60	52380.00
129	Supply of Copper tape for BRC(25 X 2) mm. Inspection: RDSO/Consignee. SOR ITEM NO. 1311	Mtr.	317.00	60	19020.00
130	Supply of Earth Enhancement material for treatment of earth pits as per Specification No. RDSO/SPN/197/2016 Ver.1.0 or latest. Inspection: RDSO/Consignee. SOR ITEM NO. 1312	Kg.	147.00	300	44100.00
131	Installation of Unit Maintenance Free Earth. It includes (i) Digging the earth in normal soil to the required depth. (ii) Insertion of electrode. (iii) Filling of earth enhancing compounds (Approx.30 Kg.) (iv) This also includes supply of CC cover 1.5 ft. x 1.5 ft. 1 ft. wall thickness 2 inch with cover 3 inch thickness. SOR ITEM NO. 1313	Set.	3761.00	60	225660.00
132	Supply of 50 mm. x 6 mm. GI tape for interconnecting earth electrodes. Inspection: Consignee. Inspection: RDSO/Consignee. SOR ITEM NO. 1314	Mtr.	541.00	300	162300.00
133	Installation of GI Tape (50 X 6 mm.) for connecting Main earth pit to other earth pit in case of loop earth. Note: 'No' in the unit column indicates 'per pair of earth pit'. SOR ITEM NO.1315	No.	100.00	300	30000.00
134	Supply and Execution of Exothermic Welds for more than 16 sq. mm. wire. This includes a Welding Kit, Welding Powder, Mould and other necessary materials. Note - No. in unit column indicates per welding. Inspection: RDSO/Consignee. SOR ITEM NO. 1316	No.	498.00	150	74700.00
135	Supply and Execution of Exothermic Welds for upto 16 sq.mm. wire. This includes a Welding Kit, Welding Powder, Mould and other necessary materials. Note-No. in the unit column indicates per welding. Inspection: RDSO/Consignee. SOR ITEM NO. 1317	No.	382.00	150	57300.00
136	Installation of MEEB/SEEB/BRC with the insulators (As per the instruction of Site Engineer). Fitting materials & Insulator (Dough Moulding Compound Conical type of different Size) as per the site requirement to be supplied by the contractor. Note: 'No' in the unit column indicates 'per insulator'. SOR ITEM NO. 1318	No.	32.00	500	16000.00
137	Supply of Nut Bolts, Washer (Stainless Steel) as per the site requirement (One set consists of 1 Nut, 1Bolt, 2 washer & 2 spring washer) Note: Hex Nuts, bolts and washers of size 5/16". Inspection: Consignee. SOR ITEM NO. 1319	Set.	27.00	280	7560.00
138	Supply of earth electrode (GI PIPE) as per CSTE/ER's (Drg. No. SI/TYP/0097 dated 25.03.25). Inspection: By RITES [for value of material above Rs.5.0 lakhs]. Inspection: RITES/Consignee. SOR ITEM NO. 1320	No.	1886.00	60	113160.00
139	Supply of MS FLAT (Spec. No.226 STD or latest) of size 35 mm. x 6 mm. as per CSTE/ER'S DRG. NO. S&T-1/2007 (or latest). (STANDARD MINIMUM LENGTH OF 5M OR MULTIPLE OF 5M) Inspection: Consignee. SOR ITEM NO. 1321	Mtr.	230.00	60	13800.00
140	Fixing of earth electrode including laying and installation of MS flat of size 35 mm. x 6 mm. with length 5 mtr. or as per extant practice of Eastern Railway. As per PCSTE/ER's Drg. No. SI/TYP/0097 dated 25.03.2025 or latest. For apparatus cases, signal post & other equipment as per instruction of site engineer. Provision for fixing MS flat at apparatus cases/ signal post/other equipment should be made by the firm at site. Where required necessary holes to be drilled on the MS Flat. Full threaded bolts of 10 mm. dia. and length 40 mm should be welded in the apparatus cases in such a way that the MS flat at the apparatus case end can be fixed from outside or from inside (bolts of 10 mm. dia. and length 40 mm. should be supplied by the contractor). Welding arrangement with accessories and welding materials should be arranged by the contractor for fixing of bolts at equipment end where required as per instruction of site engineer. All hardware and other miscellaneous materials required for installation to be supplied by the contractor except earth electrodes and MS flat. Sig. Cable as provided by Railway is also to be laid and terminated on Earth Electrode and to GI Wire/GI Flat in Location Box. SOR ITEM NO. 1322	No.	1464.00	60	87840.00
141	Provision of cement concrete enclosure for earth electrodes as per CSTE/ER's (Drg. No. SI/TYP/0097 dated 25.03.25). Inspection: Consignee. SOR ITEM NO. 1323	No.	720.00	60	43200.00
142	Welding for jointing MS flat width of different lengths strips connecting from Earth to location boxes/Signal post/Signal Unit for better continuity. Prior approval of welding material to be taken from the Engineer In charge. Note: 'No.' in Unit Column indicates 'Each Weld'. SOR ITEM NO. 1324	Each Weld.	346.00	60	20760.00
143	Carrying out wiring of potential free contact of SPD with Datalogger via Tag Block and validation in Datalogger. These work includes the releasing of existing unused wires and wiring the relays using 16/0.2 mm. copper wire as per RDSO Spec. Wire to be procured from RDSO's approved source Inspection: Consignee. Note: (i) wire to be procured from RDSO's approved source only. All required material like wire, soldering material, paint etc. to be supplied by the contractor for execution of the work. (ii)'No' in the unit column indicates 'Per SPD'. SOR ITEM NO. 1325	Per Relay.	270.00	100	27000.00

Sl. No.	Description	Unit	Rate	QTY	TOTAL AMOUNT
144	Installation of GI Wire in location Box and soldering / Tinkering of cable armour. This includes Releasing of existing armour connection from existing GI wire and replacement with new GI wire and resoldering of armour with New GI wire. Note: 6 SWG (4mm dia.) GI wire and soldering material to be supplied by the contractor. SOR ITEM NO. 1326	No.	304.00	280	85120.00
145	Transportation of materials from any Stores to Site and vice-versa including loading and unloading.				0.00
146	Lead up to 50 Kms. SOR ITEM NO. 1801 (A)	PTPK.	11.00	2500	27500.00
147	Lead above 50 Kms. SOR ITEM NO. 1801 (B)	PTPK.	7.00	2500	17500.00
148	Supply, Installation, Testing & Commissioning of Microprocessor based Networkable Analogue Addressable up to 64 nodes 1 Loop Fire Alarm Control panel with LCD display, the panel should be equipped with sufficient numbers of loop as per RDSO Specification No. RDSO/SPN/217/2025 Version No. 3.1 or latest. Each loop shall have capacity of 127 analogue addressable devices in 1 loop, the panel shall have sufficient No. of programmable relay control for controlling AHU's, pressurization fans, ventilation fans at fire pump room, monitoring of fire sprinkler & sealed lead acid batteries sufficient for 24 Hours normal working & then capable of operating the system for 24 Hours during Emergency conditions as required. The panel shall have provision of connectivity of BACNET/ MODBUS/ LONWOK/TCP-IP. The panel shall have dedicated RS232 serial port for direct PC or MODEM connection, optional remote printer as per RDSO Specification No. RDSO/SPN/217/2018 Ver.2.0 or latest. SOR ITEM NO. 1016 Inspection: RDSO. Payment: 70% on supply, balance on commissioning.	No.	70159.00	3	210477.00
149	Supply, installation, and commissioning of Active Repeater Panel with backlit Liquid Crystal Display & Reset, Silence & Acknowledge function. The unit should be UL listed and FM approved complete as per specifications. Make-Honeywell or similar. Inspection: RDSO. SOR ITEM NO. 1017	No.	68250.00	3	204750.00
150	Supply, Installation, Testing & Commissioning of intelligent Analogue Addressable Multi-Sensor type smoke detector with inbuilt fault isolator and integral response indicator with 360 degree viewing angle. Detector shall communicate 3 danger levels for differentiated alarm activation and high tolerance to dust, dirt, temperature fluctuations and air current. Detector should have a unique address for communication and be assigned through a panel with mounting base as required with the protection category of IP 40. All items as per RDSO Specification No. RDSO/SPN/217/2025 Version No.3.1 or latest. Inspection: RDSO Payment: 70% on supply, balance on commissioning. Note- To be used in Ceiling at Relay Room, IPS room, OFC room. SOR ITEM NO. 1018	No.	3364.00	90	302760.00
151	Supply, Installation, Testing & Commissioning of Analogue Addressable Manual Call Point with integral short circuit isolator, Analogue addressable protocol having status LED for alarming & standby mode, Electronically addressed) as per RDSO Specification No. RDSO/SPN/217/2025 Version No.3.1 or latest. Inspection: RDSO. Payment: 70% on supply, balance on commissioning. Note- To be provided at a location diligently chosen. SOR ITEM NO. 1019	No.	3995.00	6	23970.00
152	Supply, Installation, Testing & Commissioning of Linear Heat Sensing (LHS) cable as per RDSO Specification No. RDSO/SPN/217/2025 Version No.3.1 or latest. Inspection: RDSO. Payment: 70% on supply, balance on commissioning SOR ITEM NO. 1020	Mtr.	1046.00	300	313800.00
153	Supply, Installation, Testing & Commissioning of LHS interface module (Monitor Module + LHS Panel + EOL End of Line) as per RDSO Specification No. RDSO/SPN/217/2025 Version No.3.1 or latest. Inspection: RDSO. Payment: 70% on supply, balance on commissioning. SOR ITEM NO. 1021	No.	55794.00	3	167382.00
154	Supply, Installation, Testing & Commissioning of intelligent Addressable Loop Powered Sounder cum beacon with base inbuilt fault isolator with protection category of IP42 and duly approved as per RDSO Specification No. RDSO/SPN/217/2025 Version No.3.1 or latest. Inspection: RDSO. Payment: 70% on supply, balance on commissioning. SOR ITEM NO. 1022	No.	8963.00	3	26889.00
155	Supply, Installation, Testing & Commissioning of FRLS unarmoured/armoured cable (2C x 1.5 sq. mm.) with all accessories for connection of all Fire Alarm devices as per RDSO Specification No. RDSO/SPN/217/2025 Version No. 3.1or latest. Inspection: RDSO. Payment for Supply Items: 70% on supply and balance on commissioning. SOR ITEM NO. 1023	Mtr.	125.00	300	37500.00
156	Supply of CO2 type fire extinguisher capacity 4.5 Kg capacity ISI Mark IS: 15683 operating temperature (-30)* to (50)* for class 13 B type of fire with 1 mtr. Hose pipe fitted with PVC bend horn complete in all respect. Inspection: RITES/Consignee. SOR ITEM NO. 1024	No.	6009.00	18	108162.00
157	Supply of Master telephone with voice recorder as per RDSO Spec. No. RDSO/SPN/TC/51/2011 Rev.4.0. Inspection: RDSO SOR ITEM NO. 0920.	No.	55571.00	3	166713.00
158	Installation, testing and commissioning of Master gate telephone. This Includes testing and commissioning, all installation related material to be supplied by the contractor as per site requirement. SOR ITEM NO. 0921	No.	7771.00	3	23313.00
159	Supply of Gate (slave) Telephone with voice recorder as per RDSO Spec. No. RDSO/SPN/TC/51/2011 Rev.4.0. Inspection: RDSO. SOR ITEM NO. 0922	No.	5794.00	3	17382.00
160	Installation, testing and commissioning of slave gate telephone. This Includes testing and commissioning, all installation related material to be supplied by the contractor as per site requirement. SOR ITEM NO. 0923	No.	824.00	3	2472.00
161	Supply of 24V Power supply unit with MF Battery and Charger for Master Telephone as per RDSO Spec. No. RDSO/SPN/TC/51/2011 Rev.4.0. Inspection: RDSO. SOR ITEM NO. 0924	No.	7487.00	3	22461.00
162	Installation, testing and commissioning of 24V Power supply unit with MF Battery and Charger for Master Telephone. All installation related material to be supplied by the contractor as per site requirement. SOR ITEM NO. 0925/-	No.	948.00	3	2844.00
163	Supply of FRP type vertical point Junction Box as per drawing No. SI/TYP/102 issued by ER on 04.08.25. Inspection: RITES/Consignee. SOR ITEM NO. 0601	No.	8281.00	62	513422.00



Sl. No.	Description	Unit	Rate	QTY	TOTAL AMOUNT
164	Supply of GI bend pipe, 'B' class, 50 mm. dia., length 450 mm. for cable entry in point machines, along with required fixing arrangements as per standard practice on Eastern Railway. Inspection: Consignee. SOR ITEM NO. 0619	No.	3294.00	62	204228.00
165	Supply of complete set of ground connections for high thrust 220 mm. stroke point machine along with insulation as per Drg. No. RDSO/33454 Alt.B dt.25-01-2023 or latest along with insulation. Inspection: RITES/Consignee. SOR ITEM NO. 0607	Set.	47051.00	16	752816.00
166	Supply of Ground Connection [BG] Threaded Type for IRS type Point Machine, as per CWM/Signal Workshop/Howrah/E.Rly drawing number, SL. No., Description of Drawing & CWM/SW/HWH's Drawing No. mentioned below :- 1. Detector Rod (Far End) - BS/29/721 with ALT-1 Detector Rod (Near End)- BS/29/722 with ALT-1. 2. Lock Rod (Far End) - BS/29/723 with ALT-1, Lock Rod (Near End) - BS/29/724 with ALT-1. 3. Switch Extension Bracket - BS/29/725 with ALT-1. 4. Drive Rod - BS/29/726 with ALT-1 Drive Lug- BS/29/726 A with ALT-1. 5. Sleeve - BS/29/726 B with ALT-1. 6. Lug- BS/29/726 C with ALT-1. 7. Pin- BS/29/726 D with ALT-1. 8. Sketch showing the Layout arrangement-BS/29/727 with ALT-1. Amdt. and alt. upto date if any. Inspection: RITES/Consignee. SOR ITEM NO. 0602 <b>For Turn Out.SOR ITEM NO. 0603</b>	No.	7339.00	46	337594.00
167	Supply of Electric Point machine IRS type 220 mm throw, high thrust (AC immunity 160V AC), non-trailable to operate on 110V, DC complete with Lock and Detector slides, and clamp lock 60 Kg. conforming to IRS:S 24/2002 & Assy. Drg. No. RDSO-S/11000 & For Motor IRS-S-37/82. Inspection: RDSO. SOR ITEM NO. 0608	No.	129961.00	16	2079376.00
168	Supply of Electric Point Machine-IRS type, (AC Immunity 160V AC), Non-Trailable to operate on 110V DC complete with Lock and Detector slides, (143mm throw, thrust as applicable, Rotary locking), conforming to IRS:S-24/2002 (Amdt.1) (Amdt. upto date if any) & Assy. Drg. No. RDSO-S10910 (Alt. upto date if any) & IRS:S 37/82 (Amdt.3) (Amdt. upto date if any) for Motor. Inspection: RDSO. SOR ITEM NO. 0609	No.	74898.00	46	3445308.00
169	Installation of electric point machines on MS plate fixed on wooden/ concrete sleepers complete with fixing of ground connections including smithy works involved, insulation of MS plate on which the point machine is to be fixed from the gauge tie plate involving riveting/welding of angle cleats, termination adjustment for operation of points by crank handle, painting and lettering as required including wiring, testing and commissioning. Note: MS plate/flat/angle /angle cleats, paints, bolts & nuts and washers of sizes as required for fixing the point machine shall be supplied by the contractor except point machine and ground connections. SOR ITEM NO. 0610	No.	13119.00	62	813378.00
170	Supply of electrical key transmitter for crank handle arrangement, siding control as per yard diagram, approved circuit diagram. Installation portion shall include supply of necessary angles, wooden shelf, nuts & bolts as required for the work. The ward no. Of key shall be advised by the site engineer. This includes supply of electrical key transmitter with key for crank handle interlocking arrangement siding control as per yard diagram, approved circuit diagram and specn.no. IRS-S-21/01 (LATEST) AND IRS-S-23 (LATEST), DRG. NO. SA- 22601 (ADV) ALT. 2. [key combination will be intimated by site engineer]. INSPECTION : RDSO	No.	7345.00	32	235040.00
171	Installation, wiring and testing of electrical key transmitter for crank handle arrangement, siding control as per yard diagram, approved circuit diagram. Installation portion shall include supply of necessary angles, wooden shelf, nuts & bolts as required for the work. The ward no. Of key shall be advised by the site engineer. This includes supply of electrical key transmitter with key for crank handle interlocking arrangement siding control as per yard diagram, approved circuit diagram and specn.no. IRS-S- 21/01(LATEST) AND IRS-S-23(LATEST),DRG.NO.SA- 22601 (ADV)ALT. 2. [key combination will be intimated by site engineer]	No.	6796.00	32	217472.00
172	Fabrication of Keys and Plate configuration for points. Inspection: RITES/Consignee				0.00
173	a) Supply of key for point machine for grouping of crank handle. SOR ITEM NO. 0626(A)	No.	316.00	32	10112.00
174	b) Fabrication and supply of required configuration of grouping plate in point machine for grouping of crank handle. SOR ITEM NO. 0626(B)	No.	558.00	32	17856.00
175	Gauge Tie plate insulation as per RDSO/SPN/168/2005 as per RDSO Drg. No. T-10372 Alt.2, T-10368, T-10371 Alt.2, T-15083/88 Alt.2 & T-11690 Alt.2 and as per RDSO/SPN/168/2005 with latest amendments as applicable. Gauge tie plates (52Kg/60Kg as per site requirement) Insulation for (BG) complete with insulating bush and washer. Each set comprising of: (a) Insulating plate for insulated tie plate BG as per RDSO Drg. No. T-10372 - 1 No. (b) Insulating bushing for insulated stretcher bar BG as per RDSO Drg. No. T10368 - 3 Nos. (c) Insulating Washer for insulated stretcher bar BG to IRS-40/84 as per RDSO Drg. No. T-10371 - 6 Nos. Inspection: RITES/Consignee. SOR ITEM NO. 0612	Set.	460.00	90	41400.00
176	Ground connection insulations for thick web switch layout facing point (BG) for 52kg/60kg rail fitted with high thrust (220mm) point machine comprising of the following: Set 1. Bush as per Drg. No.S-3463 - 1 no. and Washer as per DRG. No. S-58640 - 2 no. for drive (throw) rod 2. Bush as per Drg. No.S-23199 - 1 no. and Washer as per Drg. No.S-8640 - 2 nos. for a short detector rod. 3. Bush as per Drg. No. S-3199 - 1 no. and Washer as per Drg. No. S-8640 - 2 nos. for a long detector rod. 4. Bush as per Drg. No. S-22179 - 1 no. and Washer as per Drg. No. S-8640 - 2 nos. for short lock rod. 5. Bush as per Drg. No. S-22179 - 1 no. and Washer as per Drg. No. S-8640 - 2 no. for long lock rod. 6. Bush 'B' as per Drg. No. S-8912 for LH lock slide - 1 no. 7. Bush 'B' as per Drg. No. S-8912 for LH lock arm - 2 nos. 8. Bush 'B' as per Drg. No. S-8912 for RH lock arm - 2 nos. 9. Bush 'B' as per Drg. No. S-8912 for RH lock slide - 1 no. 10. Bush as per Drg. No. S-23199 - 4 nos. and washer as per Drg. No. S-8640 - 4 nos. for the LH lock slide. 11. Insulating Plate LH as per Drg. No. S-3404 RDSO S- 3593 - 1 No. 12. Insulating Plate RH as per Drg. No. S-3404 RDSO S- 3592 - 1 No. 13. Bush as per Drg. No. S-23199 - 4 nos. and washer as per Drg. No. S-8640 - 4 nos. for RH lock slide. Inspection: RITES/Consignee. SOR ITEM NO. 0613	Set.	1064.00	30	31920.00
177	Painting of two coats of Enamel paint over one coat of Red Oxide primer after scrapping and cleaning of the surface. Paint to be of reputed make Asian/Dulux/Berger or similar. (Point machine and ground connections, Point machine by Black enamel and ground connection by Red oxide) SOR ITEM NO. 0621	No.	293.00	62	18166.00
178	Supply of Light class GI pipes 100 mm. dia. (thickness 3.6 mm.) as per IS 1239 (Part-1):2004 or Latest with socket & coupling. Inspection: RITES/Consignee. SOR ITEM NO. 1201	Mtr.	1326.00	300	397800.00

Sl. No.	Description	Unit	Rate	QTY	TOTAL AMOUNT
179	Supply of Light class GI pipes 50 mm. dia. (thickness 2.9 mm) as per IS 1239 (Part1):2004 or Latest with socket & coupling. Inspection: RITES/Consignee. SOR ITEM NO. 1202	Mtr.	638.00	300	191400.00
180	Laying & Fixing of GI pipes 50 mm/100 mm. as per IS 1239 (Part1):2004 with socket & coupling on culverts and bridges. It includes installation of all material required for fixing arrangement. The contractor will install a flexible/corrugated HDPE pipe at the end of the GI pipe along with any masonry work (if required) to protect the cables from sharp edges and sudden bends. SOR ITEM NO. 1203	Mtr.	360.00	600	216000.00
181	Underground, Armoured, Unscreened Railway signaling cable (Heavy Duty) with high conductivity copper conductor of size 12 Core X 1.5 sq mm as per Specn. No.IRS: S-63/2014 (Rev.4.0) with latest Amdt.if any.	KM	262233.76	100	26223376.00
182	Supply of underground railway Jelly filled telecom 6 quad cable 0.9 mm dia for signalling and telecom installation conforming to specn.no.IRS-TC-30/2005 ver-i with amdt.- 5 or latest.	KM	312936.00	27	8449272.00
183	Supply of pvc insulated steel strip armoured, unscreened, copper conductor of size 2 core x 10 sq. mm power cable standard 7 x 1.40 mm for railway signalling confirming to spec. no. IRS :S-63-2014 REV . 4.0 and is : 1554 ( part-1) with latest amdt. if any	KM	257535.00	15	3863025.00
184	SUPPLY OF UNDERGROUND, ARMoured, UNSCREENED RAILWAY SIGNALLING CABLE(HEAVY DUTY) WITH HIGH CONDUCTIVITY COPPER CONDUCTOR OF SIZE: 6 CORE X 1.5 SQ MM AS PER SPECIFICATION NO.IRS: S63/2014(Rev.4.0) WITH LATEST AMENDMENT IF ANY	KM	143349.43	12	1720193.16
185	Supply of Electrically operated Lifting Barrier complete set suitable for 110V AC / 24V DC / 110V DC. Supply of hand generator back up & motorized boom locking arrangements as per RDSO Spec. No. SPN/208/2012 Ver. 2.0 Amd.1 or with the latest amendment. One set consisting 02 No. of barriers of length 9.76 Mtrs. with stop boards, MS counterweights and 2 nos. of boom support, control panel, Spares & tool kit mentioned in RDSO Specification clause 10.1 & 10.2 mentioned below to be supplied with EOLB set : 10.1 Spares: (i) GI boom - 1 No. (ii) Belt - 1 No. (iii) Crank Handle - 1 No. (iv) Motor Contactor - 1 No. (v) Motor Protection MCB - 1 No. (vi) Push button complete - 2 Nos. (vii) Limit Switch - 3 Nos. (viii) Fuses used- 2 Sets. 10.2: Tool Kit as per RDSO specs. Warranty: Electric Lifting barrier shall be commissioned only if the installation is certified fit by the OEM. Electric Lifting Barrier complete including its sub-systems shall be under warranty for a period of 24 months date of commissioning, whichever is earlier. Inspection: RDSO. Payment: 80% on supply and balance 20% after commissioning. SOR ITEM NO. 0901	Set.	566573.00	3	1699719.00
186	Installation, testing and commissioning of electrically operated lifting barrier, complete with Casting of cement concrete foundation (including supply of sand, stone, cement, bolt, plate, shuttering etc.) for pedestal and boom rest post, cabling, power supply connection & wiring with complete outdoor work as per approved drawing / POLICY of ER, wiring etc. SOR ITEM NO. 0902	Set.	62460.00	3	187380.00
187	Painting & Lettering of Electric lifting barriers (ELB) includes Operating console, lifting barriers, pedestal driving & driven mechanism, Electric motors, stop boards, Boom light, Boom rest & Boom locking arrangements etc. SOR ITEM NO. 0903	Set.	3441.00	3	10323.00
188	Dismantling and Releasing of existing Electrically operated LC gate/Mechanically operated LC gate and other associated S&T fittings. All the released material will be transported to the SSE/Consignee depot. SOR ITEM NO. 0926	Set.	8916.00	3	26748.00
189	Supply of sliding boom gate as per eastern railway signal workshop/Howrah's drawing no. SW/SA/768 or Latest. This includes a supply of 6 nos. E-type lock with key as per IRS Spec. No. IRS:S-30/64 with latest amendment. Key lock 'e' type as per drawing no. SA-3376/M, SA-3377/M with latest amendment or Latest. Ward no. To be decided by the site engineer. 'E' type lock to be on MS plate as mentioned in the drawing. Inspection: RITES/Consignee Payment: 80% on supply and balance on commissioning. SOR ITEM NO. 0916	Set.	249072.00	3	747216.00
190	Casting, concreting & curing of foundation (1:3:6) for sliding boom gate as per drawing no. SGW-SDAH/SLIDING GATE FOUNDATION/2012 or Latest including supply & fixing of holding down bolts with washers and nuts, MS plates of size 350 mm. x 350 mm. x 8 mm., cement, sand, stone chips etc. For foundations required in each set of gate. SOR ITEM NO. 0917	Set.	67031.00	3	201093.00
191	Installation & commissioning of sliding boom gate. This includes levelling, fixing of sliding boom with fixing of E-type lock, etc. Note: all materials to be supplied by the contractor except sliding boom gate and E-type lock. SOR ITEM NO. 0918	Set.	8872.00	3	26616.00
192	Supply of paint of approved quality (Asian, Berger, Nicholson) and painting of complete sliding boom arrangements and accessories (Rectangular boom movement stand, pillar supports, resting stand with one coat of red oxide and two coats of Yellow/black enamel paint & Yellow color retro reflective tape (HIP) with width of 12" and as directed by engineer in-charge at site. Inspection: Consignee. SOR ITEM NO. 0919	LS.	7907.00	3	23721.00

Sl. No.	Description	Unit	Rate	QTY	TOTAL AMOUNT
193	Supply, Installation, Testing and commissioning of Automatic Gate Warning System for Gate SOR ITEM NO. 0930. a) LED Based Audio-Visual Approach Warning System SOR ITEM NO. 0930 (A)	No.	9735.00	3	29205.00
194	Supply of 2V/80AH uncharged Low Maintenance Lead Acid (LMLA) secondary cell, shelf mounting type conforming to RDSO Spec. No. IRS-S-88/2004 or latest with inter cell connectors, nuts and bolts etc. Inspection: RDSO. SOR ITEM NO. 0519	No.	4384.00	230	1008320.00
195	Charging of 2V/80AH lead acid cell (Secondary cell) of various capacities as per Manufacturer's/Railway engineer's instruction. Acid and distilled water to be supplied by the contractor. Specific gravity acid should be approved type duly inspected by consignee. This includes installation and commissioning of the battery in circuit. Battery to be kept on a wooden rack. SOR ITEM NO. 0526	No.	462.00	230	106260.00
196	Q-Series Track Relay (QTA2 Type), AC immunized, 9 Ohms, 2F/1B along with plug board (base plate), connectors, retaining clips etc. and conforming to BRS:939A & 966(Appendix F2) and RDSO Spec No. IRS:S-34, S-23 with Amdt. Upto date as applicable or latest. Inspection: RDSO. SOR ITEM NO. 0316	No.	4777.00	115	549355.00
197	Supply of Track feed Battery Charger as per RDSO Spec. No. IRS: S-89/2013 Ver.1.0 or latest. Charging Capacity Rating 10 Amps for Charging 80 AH Battery. Inspection: RDSO. SOR ITEM NO. 0701	No.	5725.00	115	658375.00
198	Supply of Adjustable Track Feed Resistance 30 Ohms (Disc Type) as per RDSO Drg. No. SA-20161-66/M or latest. To be procured from RDSO Approved sources. Inspection: RDSO. SOR ITEM NO. 0702	No.	200.00	115	23000.00
199	Supply of Track Lead Junction Box (TLJB) made from FRP material including brass bolts and hylam board sheet with 4 terminals as per ER drawing no- SI/TYP/0096 & ER Technical circular policy no-118 (Modified). Inspection: RITES/CONSIGNEE. The technical specifications are as follows: (a) TLJB complete with cover to be in black/red having approximate weight of 4.0 Kg. with L-262 mm. W-212 mm. and H-90 mm. and all the holes required for mounting on FRP stump (vertical two for each FRP angle) HDPE pipe , cable etc. (b) Each TLJB shall have two bakelite terminal block fitted horizontally: each bakelite terminal block shall have two nickel chrome plate M10 brass terminal, 50 mm. long. Along with each TLJB, nickel chrome plated brass links (two nos. of adequate strength for vertical linking of the terminals to be supplied. (c) HDPE pipe of size 32/35 mm., 380 mm. long, along with two nuts for fixing on the TLJB hole . (d) The FRP stump for mounting the TLJB to be made of one meter long 30 mm. X 30 mm. X 4 mm. angle (2 nos.) and 300 mm. long 30 mm. X 30 mm. X 4 mm. angle (1 no.) fixed at 50 mm. from the bottom using galvanised nuts and bolts. The TLJB and the angles for stump should come along with holes on them for fixing using galvanised nuts and bolts of adequate strength to be supplied along with TLJB. Inspection: RITES/Consignee. SOR ITEM NO. 0703	No.	4507.00	230	1036610.00
200	Supply of B Type Choke as per RDSO Spec. No. IRS:S-65/83 (Amnd.1) or latest. Inspection: RDSO. SOR ITEM NO. 0704	No.	6026.00	115	692990.00
201	Supply of Channel Pins MS (Galvanized) single groove, 7 mm. suitable for 4 mm. dia. bonding wire as per Spec. No. IRS S-17 & RDSO Drg. No. S-69/M. Inspection: Consignee. SOR TEM NO. 0705	No.	5.00	920	4600.00
202	Supply of GI wire 8 SWG (4 mm. dia.) suitable for track circuit rail bonding. Inspection: Consignee. SOR TEM NO. 0706	Mtr.	8.00	460	3680.00
203	Supply of Rail joint insulation thermoplastic polyurethane moulded 52 kg rail complete to SA-22101(Alt-6) with latest alteration and to suit specification no. RDSO/SPN/168/2005 Rev.2 with Amdt. up to date if any (without metal parts). Firm's offer: Item description: IRJ TPU 52 KGS as per Drg. No. SA-22101 consisting (1) Channel, Drg. No. S- 2213 - 4 Nos. (2) End post, Drg. No. S-22105 - 1 No. (3) Ins. Plate, Drg. No. S-22106 - 4 Nos. (4) Ins. Bush, Drg. No. S-22109 - 8 Nos. & Spec. No. RDSO/SPN/168/2005. Inspection RITES/CONSIGNEE. SOR ITEM NO. 0707	Set.	757.00	230	174110.00
204	Supply of Rail joint insulation thermoplastic polyurethane moulded 60 kg Rail complete to Drg. no. SA-22171 (Alt-2) (with latest alteration if any) and as per Specification No. RDSO/SPN/168/2005, Rev.2, with Amdt. up to date if any (Without metal parts). Firm's Offer: Item description: (1) Channel, Drg. No. S-22173 - 4 Nos. (2) End Post, Drg. No. S-22175 - 1 No. (3) Ins. Plate, Drg. No. S-22176 - 4 Nos. (4) Ins Bush, Drg. No. S-22179 - 8 Nos. & Spec. No. RDSO/SPN/168/2005. Inspection: RITES/CONSIGNEE. SOR ITEM NO. 0708	Set.	825.00	460	379500.00
205	"SUPPLY OF POLYMER POSITIVE TEMPERATURE COEFFICIENT DEVICE (PPTC) Resettable Fuses, for outdoor circuits. 30V/2.5A for track feed and 60V/1.1A in place of 24V/2A fuse and 120V/1.1A for signal lighting. Make- RAYCHEM, BOURNS, LITTLE FUSE, FUZETEC or TYCO. Quantity as per site engineer. Note- PPTC fuses are to be connected with crimped ring type lugs. ". Inspection: RITES/Consignee. SOR ITEM NO. 0709	No.	100.00	300	30000.00
206	Installation wiring, testing and commissioning of DC track circuit as per approved track circuiting plan. The work includes fixing of track bonding (double) with 8 SWG soft GI wire, rail connector with GI wire and fixing with bond pin with galvanised iron wire, track jumpers (double) with signalling cable. It also includes installation and wiring of track feed chargers, track relays, track circuit equipment's in the location box, including drilling of 9/32" hole on rails where required. Erection, fitting of Track Lead Junction Box on two supports. The work shall be done as per instructions of Rly engineer at site. GI wire, bond pin, TLJB, Track relay, Track resistance, Track feed charger, Choke, wire coil, fuses, terminal, signaling cable will be supplied by Railways. SOR ITEM NO. 0710	Per Track Ckt.	4090.00	115	470350.00

Sl. No.	Description	Unit	Rate	QTY	TOTAL AMOUNT
207	Provision/Installation of bonding with GI wire 4 mm. dia. (8 SWG)/wire rope for track jumper & fish plate joints bonds. This will include drilling of 7.0/7.1/7.2 mm. dia. holes in rails (4 Nos.) and provision of two jumpers for each bond, clipping of bonds etc. with contractors own tools as per instruction of Rly. Engineer at site. Note- This item is already covered in above item no 0710 however; this item should be used for isolation/maintenance purpose only. SOR ITEM NO. 0711	No.	205.00	345	70725.00
208	Supply of Office Chair make Godrej CH-7B or better of reputed brand. Inspection: Consignee. SOR ITEM NO. 1007	No.	3658.00	12	43896.00
209	Supply of Office Revolving Chair Godrej Make Model No.9u02r Bravo or Better of reputed brand. Inspection: Consignee. SOR ITEM NO. 1008	No.	11386.00	9	102474.00
210	Supply of Office table with laminated top with three drawers on left hand side and one locker on the right hand side. Olive brown with duplicate keys. Make: Godrej Model T-9 (136.5 cm. X 68 cm. X 75 cm.) or Superior of reputed brand. Inspection: Consignee. SOR ITEM NO. 1009	No.	16244.00	3	48732.00
211	Supply of Steel Plain Almirah with 4 adjustable slaves. Size: 1980 mm. height, 915 mm. width and 485 mm. depth. Make: Godrej Storewel Plain Large or Better of reputed brand. Inspection: Consignee. SOR ITEM NO. 1010	No.	21636.00	3	64908.00
212	Supply, installation and complete indoor wiring of 19 inch (42U) covered Rack of size 2035 mm. x 600 mm. x 600 mm. (Approx.). The rack shall be complete with all fittings for housing SDH equipments, Primary MUXES, DDF, MDF using crone modules and other equipments like runway ladders etc. completely wired and equipped with integrated protection modules for all channels as per technical specifications and other stipulations of tender document. It should be possible to lock all the equipments with only order wire telephone remaining outside the rack. Inspection: Consignee. SOR ITEM NO. 1437	No.	39792.00	3	119376.00
213	Supply of FR CAT-6 UTP Cable suitable for 10BASE-T/100BASETX/and 1000BASE-T(Gigabit Ethernet). Make: DLINK/AMP/Avaya/Krone/Bestnet/Aamernet. Inspection: Inspection: RITES/Consignee. SOR ITEM NO. 1442	Mtr.	25.00	4000	100000.00
214	Laying of STP/UTP CAT-6/Power Cable/LS cable through flexible PVC Conduit Pipe/GI Pipe/HDPE Pipe (where necessary) as per direction of the Rly. Representative, including any fixing of cables/PVC pipe/PVC Casing on wall/shed with suitable clamps (the clamps and screws should be made of Stainless steel). All the fixing materials including Collar, bend, junction etc. shall be supplied by the contractor. This also includes transportation of cable, PVC Pipe, GI Pipe, HDPE Pipe etc. to the site. SOR ITEM NO. 1446	Mtr.	19.00	4000	76000.00
215	Supply, installation commissioning of 500 watt Amplifier Make Ahuja model SSA 5000EM.or Similar. Inspection: Consignee. SOR ITEM NO. 14124	No.	29075.00	2	58150.00
216	Supply, installation commissioning of 700 watt Amplifier Make Ahuja model SSA 7000 or Similar. Inspection: Consignee. SOR ITEM NO. 14125	No.	30189.00	2	60378.00
217	Supply of high fidelity PA horn speaker IP-65 rated model AMH-402T, make Ahuja or similar. Inspection: Consignee. SOR ITEM NO. 14127	No.	6698.00	12	80376.00
218	Supply of Ahuja SCM-30 20W/16Ohm PA Column Speaker, Input Power: 20W RMS, 30W Max., Power Taps: 20W, 20/15/10W, Impedance/Voltage: 16Ω, 100V, Speakers: 4 × 152.4 mm.(6") × 101.6 mm.(4"), Make : Ahuja/similar, Model : SCM-30 or similar. Inspection: Consignee. SOR ITEM NO. 14128	No.	2890.00	12	34680.00
219	Supply, Installation, testing and Commissioning of Platform dual face, 4 digit, GPS synchronised digital clock as per RDSO Spec. No. RDSO/SPN/TC/62/2008 Rev. 3, Amdt.1 and Amdt.2 or latest, with LED of Blue/Red/White color and size approximately 762 x 381 x 228 mm. It also includes all fitting arrangements. (Color to be decided by Railways). Inspection: RDSO/Consignee. SOR ITEM NO. 14119	No.	47020.00	10	470200.00
220	Supply of OFC single mode 6 fiber armoured cable, conforming to TEC Spec. No. GR/OFC-02/03.SEP.2003 or Latest. Inspection: RITES/Consignee. SOR ITEM NO. 1402	Mtr.	32.00	2000	64000.00
221	Supply of 12 core Unarmoured Mono mode OFC cable as per latest TEC Specification or latest. Inspection: RITES/Consignee. SOR ITEM NO. 1403	Km.	18746.00	2	37492.00
222	Supply of Fiber Distribution Management system (FDMS)/LIU for 12 Fiber complete with all accessories such as patch cord & pigtail as per TEC Spec. GR/FDM/01/02 April '2007 or latest. This includes supply of installation accessories as per technical specification. Inspection: RITES/Consignee. SOR ITEM NO. 1413	No.	2598.00	6	15588.00
223	Supply of Fiber Distribution Management system FDMS/LIU for 48 Fiber as per drawing No. RDSO/TCDO-170(a) or latest complete with all accessories such as patch cord & pigtail etc. as per TEC Spec. GR/FDM/01/02 April '2007 or latest. This includes supply of installation accessories as per technical specification. Inspection: RITES/Consignee. SOR ITEM NO. 1415	No.	10198.00	6	61188.00
224	Installation, splicing and commissioning of Fiber Distribution Management system (FDMS) for 12 Fiber complete with all accessories with patch cord & pigtail as per TEC Spec. with the latest amendment. The sundry material if required any to be supplied by the contractor. SOR ITEM NO. 1416	No.	2086.00	6	12516.00
225	Installation, splicing and commissioning of Fiber Distribution Management system (FDMS) for 48 Fiber complete with all accessories such as patch cord & pigtail as per TEC Spec. with the latest amendment. The sundry material if required any to be supplied by the contractor. SOR ITEM NO. 1418	No.	8234.00	6	49404.00
226	Joining, terminating & splicing of 24/48 optical fiber cable and fixing of termination box/FDF/placing of joint closures in the pit required at various locations including transportation of all the joining & terminating materials from railway store to the work site and returning leftover materials to the railway store. SOR ITEM NO. 1423	No.	13505.00	6	81030.00
227	Supply of optic fiber splice closure (48 fiber) as per technical Specification No. G/OJC-02/01, March'99 with latest amendment or latest including all miscellaneous items and consumables for fiber splicing. Inspection: RITES/Consignee. SOR ITEM NO. 1422	No.	4522.00	6	27132.00
228	8 port L2 switch Supply and installation of Layer 2 Switch as per RDSO/SPN/TC/83/2020, Rev.2.0 or latest. Minimum 8+2 Port Manageable with 8 Nos. 10/100/1000 Mbps Ethernet port, POE+ & Single Fiber 2 Nos. 1G SFP Port with SM SFP Optical Modules loaded with all accessories etc. as per RDSO/SPN/TC/83/2020, Rev.2.0 or latest. Inspection: RDSO/Consignee. SOR ITEM NO. 1432	No.	54640.00	2	109280.00
229	Supply Installation & Commissioning of Layer 2 Manageable, 24 Port POE, 24 GE10/100/1000 Base X Ethernet port with POE+ support and 4x1GE SFP Port for uplink with 4 no of 1GE SFP modules loaded, with all accessories as per RDSO/SPN/TC/83/2020, Rev.2.0 or latest. Inspection: RDSO/Consignee. SOR ITEM NO.1433	No.	28766.00	2	57532.00
230	Supply of 96(48x2) Port Rack Mountable FXS Gateway SITC of 48 port FXS Gateway. Inspection: RITES/Consignee. SOR ITEM NO. 1450	No.	221993.00	2	443986.00

Sl. No.	Description	Unit	Rate	QTY	TOTAL AMOUNT
231	Supply of 48/24 Port FXS Gateway 19" Rack Mountable along with Patch Panel/krone module for termination (DC or AC based as per site requirement) and Dual input ports (Fiber/Ethernet) including mounting kit and all the accessories. Inspection: RITES/Consignee. SOR ITEM NO. 1451	No.	65112.00	2	130224.00
232	Supply of STP (Shielded Twisted Pair) CAT-6 Cable compliant with TIA/EIA-568-B2-1 or latest. Inspection: RITES/Consignee. SOR ITEM NO. 1453	Mtr.	37.00	2000	74000.00
233	(c ) Supply of network 8 port switch with Ethernet and SFP port RJ-45 10 m. network interface, product, delink model or similar, dgs-1008d. Inspection: RDSO/Consignee. SOR ITEM NO. 1457	No.	2326.00	2	4652.00
234	Supply of Ethernet to EI Converter (Ethernet port to G.703) with four Ethernet ports to one EI. The converter shall have the provision of dual AC I DC power supply. Inspection: RITES/Consignee. SOR ITEM NO. 1463	No.	47597.00	2	95194.00
235	Supply of 48 Volt/200 AH maintenance free VRLA Batteries duly charged as per IRS Spec. No. S-93/96(A) with Amendment-1 or latest. Inspection: RDSO/Consignee. SOR ITEM NO. 1475	No.	120997.00	2	241994.00
236	Installation, wiring, testing & commissioning of 48 Volt/200 AH or 48 V/300 AH maintenance free VRLA Batteries duly charged as per IRS Spec. No. S-93/96(A) with Amendment-1 or latest. SOR ITEM NO. 1476	No.	19702.00	2	39404.00
237	Supply of power cable 3 core 2.5 Sq. mm. multi strand (36/0.3 mm. dia.) cable as per IS 694:1990 reaffirmed 1995 or latest suitable for railway electrification area shall be of reputed make like Delton, LAPP, Finolex, or Similar. Inspection: Consignee. SOR ITEM NO. 14132	Mtr.	77.00	4000	308000.00
238	Supply of V.F. transformer 1220:600/470:1220 as per IRS:TC-22/76 or latest. Inspection: Consignee. SOR ITEM NO. 14133	No.	830.00	4	3320.00
239	Termination of telecom cable at cable hut and panel room, fixing of block filter units and cable termination boxes to the wall in panel room, wiring VF transformers, block filter units, block bell equipment including draw of cable through GI/PVC pipe, termination on to terminals and doing other works associated with commissioning of derivation of block working as per instructions of supervisor in charge of work. Note: Cables, CTB, Filter units, Block bell equipment, VF Transformers, GI Pipe, and Cement will be supplied by Railways. All other materials including Angles, PVC pipe etc. will be arranged by the Contractor. SOR ITEM NO. 14147	LS.	2700.00	3	8100.00
240	Testing and commissioning of the system: This work involves the Testing of Underground six quad cables in each repeater section after laying and jointing. These readings to be recorded and supplied to the Railway Engineer. This involves all the tests to be carried out such as measurement of loop resistance, insulation test, frequency attenuation, cross talk and noise level etc. SOR ITEM NO. 14148	No.	3329.00	4	13316.00
241	Supply PVC conduit pipe of 50 mm. dia. Inspection: consignee. SOR ITEM NO. 14149	Mtr.	79.00	5000	395000.00
242	Execution/fixing of PVC conduit pipe of 50 mm. dia. on wall/Shed including supply of all fixing materials & accessories by contractor. Returning the left over material to the railway store. SOR ITEM NO. 14150	Mtr.	20.00	5000	100000.00
243	Supply of Buffer amp for emergency communication through V.H.F. communication Inspection: Consignee. SOR ITEM NO. 14156	No.	13837.00	2	27674.00
244	Supply of DC-DC converter. for emergency communication through V.H.F. as per specification – the DC-DC converter shall be independent for each VHF base equipment (voice equipment) and shall allow to work from -48V nominal input (-48V to -60V variation) & output 12V DC. The power capacity to deliver 10A current with output short circuit protection & ripple voltage less than 5mv for telecom circuit. Short circuit current not more than 2 mA, input-output insulation by 2.5 KV, load & output regulation +/-1% with ERTL certification. Make: DACS, Pune or Webfil Kolkata or Machronics, Kolkata or similar. Inspection: consignee. SOR ITEM NO. 14157	No.	20742.00	2	41484.00
245	Supply of Tributary interface card of Webfil make PD Mux (flexi Mux) as per Specification No. IRS:TC/68/12 Rev.0 with amendment no.1 or latest. Inspection: RDSO/ Consignee. SOR ITEM NO. 14158	No.	48050.00	2	96100.00
246	Supply of 2W/4W Subscriber Interface Card 4 channels as per card compatible with PD Mux Webfil Mux as per RDSO Specification No. IRS:TC/68/12 with amendment. Inspection: RDSO/ Consignee. SOR ITEM NO. 14159	No.	12252.00	2	24504.00
247	Supply of Network interface module (NIM) interface card compatible with existing PD Mux (flexi Mux) as per Specification No. IRS:TC/68/12 Rev.0 with amendment no 1 or latest. Inspection: RDSO/ Consignee. SOR ITEM NO. 14160	No.	33984.00	2	67968.00
248	Supply of VHF ANTENNA for Transreceiver/Repeater - Mobile/Static/Handheld "0 dB" Omni directional Antenna / GP Antenna 136-174 with Double Clamp with Nut and Bolt of good quality (corrosion free), Suitable RF cable (min length of 30 mtr.) with both end Connectors. Inspection: Consignee. SOR ITEM NO. 14170	No.	8142.00	2	16284.00
249	Supply of RG-213 RF Communications Coaxial Cable for Indoor/Outdoor Usage (30 Mtr. RF co-axial cable with BNC adaptor connected at both ends). Make: Sanchar communication or similar. Inspection: Consignee. SOR ITEM NO. 14171	No.	5326.00	2	10652.00
250	Supply of Floor mounting surge suppressor (4 Nos. of 16A Socket in each strip), Make: Rockware or similar. Inspection: Consignee. Inspection: Consignee. SOR ITEM NO. 14173	No.	7581.00	2	15162.00
251	Supply & installation of speaker cable 2 core, Size: 1.5 Sq. mm. (16AWG), Thickness of Insulation: 0.7 mm., shielded, complaint to IS-694:2010, Conductor Material: Copper, Make: Finolex or similar. Inspection: Consignee. SOR ITEM NO. 14174	Mtr.	47.00	4000	188000.00
252	Supply of 4 port router as per RDSO Specification : RDSO/SPN/TC/84/2008, Rev.0 With accessories as : 2 on board GE, 4 port serial WAN interface card, 2E HWIC slots, 1 ISM slot, 256 Mb CF default, 512 Mb RAM, IP base, 2 Nos. V35 cable, DTE make to smart serial 10 feet length with required cable & connection. Make: CISCO or similar. Model: C8200L-1N-4T or similar. Inspection: RDSO/Consignee. SOR ITEM NO. 14175	No.	112454.00	2	224908.00

Sl. No.	Description	Unit	Rate	QTY	TOTAL AMOUNT
253	Supply of 2 Mbps modem having (V.35 + G.703) interface operating with AC & -48DC, as per Specification No. RDSO/SPN/TC/80/2020 Rev.2.0 or latest. Make: Nomus/MROTEK or similar. Model: Nomus Gateway e/2M/2W/G.703/V.35 or similar. Inspection: RDSO/Consignee. SOR ITEM NO. 14176	Pair	16461.00	2	32922.00
254	Design in AUTOCAD and submission of two draft copies of Complete Outdoor Particular such as Cable Route Plan, Cable Corage Plan, Cable Termination Rack/Power Rack Particular, Track Bonding, and Location Box Particular along with NI wiring/NI Relay Disposition chart. One copy will be returned either duly approved or for resubmission for approval after incorporating the changes as required by Railways. After approval, one approved Tracing film copy & six copies (Ammonia Print or print as approved by Railway) of above drawings along with six copies of SIP and SWRD in Plastic Covers. All above drawing to be scanned including SIP & SWRD, bound in 6 different booklet with Rexin Cover (Each booklet shall have minimum 10 spare plastic transparent sheet) and a soft copy to be submitted in a Pen Drive for following categories of Stations: Inspection: Consignee. <b>Stations up to 4 lines.</b> SOR ITEM NO. 1708(a)	Set.	69922.00	4	279688.00
255	Indoor Painting including particulars of CT rack, relay rack, Equipment particulars (IPS, Data logger, UFSBL, ELD, Charger, battery particulars, block instrument, VDU and any other equipments in relay room/IPS room / Battery room / Telecom room / Maintenance room /SM room), earthing particulars including ring earth particulars outside as applicable and any other indoor particulars as per technical specification for following stations : Three to Five Road Station Note: Station, Goomty, IB Hut, Auto Hut, LC Hut will be treated as one location. SOR ITEM NO. 0445 (B)	Per location	22028.00	4	88112.00
256	Supply of desktop/All in one PC as per following specifications. Intel i7, 10th generation or better, RAM - 16 GB, SSD – minimum 256 GB, HDD - 500 GB, display - 27 inch, Window-10 or higher, graphics Type - integrated, Keyboard & mouse-wireless. Inspection: RITES/Consignee. Make: HP/Lenovo/Dell or better.. SOR TEM NO. 1623	No.	96538.00	3	289614.00
257	Supply of LaserJet Mono Printer for A4 Paper Size as per following specifications. Connectivity USB & Wi-Fi, monochrome, Mobile Printing Capability through smart app, Print Speed Black - Up to 21 ppm., Duty Cycle monthly - Up to 10,000 pages, function type - print only. Make: HP/Canon/Epson or better. Inspection: RITES/Consignee. SOR ITEM NO. 1621	No.	13889.00	3	41667.00
258	Arranging unskilled labour at S&T Stores for loading/ unloading/stacking of departmental materials & Other assist with S&T official as per Instruction of Site Engineer.. SOR ITEM NO. 1802	Man Day.	587.00	600	352200.00
259	Provision of PA system and telephone communication at stations/ tents as per the instructions of the Railway representative at site. Signalling cables available may be used for the communication. (Hiring of PA system equipments shall be done by the Contractor and telephone SOR ITEM NO. 1907	PER TENT PER DAY	1227.00	6	7362.00
260	Making a simulation test board plywood 3 mm. approximately size 1.5 x 1 meter. Painted according to the yard layout fixing 1-way/2-way switches in its approximate position for track circuit, point setting lamp holders and lamps. Carrying out testing using simulation board after energizing of internal circuit. SOR ITEM NO. 1909	PER ROAD	3859.00	6	23154.00
261	Supply and laying of split DWC pipe of 250/217 mm. diameter in already dug cable trenches as per Drawing No.SK.9/11. The unit of RMT means two split pipes of 1 Mtr. each. Inspection: RITES/Consignee. SOR ITEM NO. 1212	Rmt.	754.00	2100	1583400.00
262	Location survey for cable route and preparation of tentative cable route plan as per the instructions of Engineer-in-Charge. SOR ITEM NO. 14155	RKM.	1393.00	9	12537.00
263	Removal of Rail (13 mtrs.) in the way of cable route. In case of panel (39 Mtrs. Each) will be considered as three rails for payment purposes. SOR TEM NO. 1222	No.	117.00	300	35100.00
264	Removal of PSC Sleeper in the way of cable route. SOR ITEM NO. 1223	No.	117.00	300	35100.00
265	Testing and commissioning the entire signalling installations jointly with the Railway representative at site at the Stations/LC gates/BS/Auto Signalling covered under various schedules of the Contract, and ensuring that all the signalling gears are installed and adjusted as per the existing rules. Testing and commissioning of Stations. (up to 5 roads). SOR ITEM NO. 1911 (A)	Per Stn.	29150.00	3	87450.00
266	Adjustment, testing and commissioning of complete interlocking at proposed station as per approved circuit diagram with the satisfaction of Railway representative including all signal equipment erected in location, goomties, relay room and other related work not covered under schedule but required for the commissioning and post commissioning of works of stations. i) Filling the data in the maintenance register which contractor is to be supplied. ii) Shifting of TLBI/ DLBI /BPAC etc. instrument and fixing and wiring. iii) Painting & Lettering of leftover S&T gear and Lettering on Buildings as required for each station as per requirement. iv) Adjustment of Track circuit/Axle counter. v) Changing of signal number during NI. vii) Placement of cross mark on unused signals etc. <b>Up to 200 routes.</b> SOR ITEM NO. 1914 (B)	STN	83315.00	3	249945.00
267	(a) Supply of IP based day and night high resolution camera spec with IP 66 rated water proof, dust proof for outside application with RDSO Spec. RDSO/SPN/TC/65/2013 ver.6 or latest. Inspection: RDSO/Consignee.	No.	27805.00	5	139025.00
268	(b) Supply of 32 Channel NVR as per RDSO SPN/TC/65/2013 Ver.6 or latest. Inspection: RDSO/Consignee.	No.	28816.00	1	28816.00
269	Supply and installation of ONVIF 4MP IR bullet camera with Veri focal Lenses similar to Model No. DH-IPCHFW2231 RP-ZS-1RE6 and compatible to work with Dahua/Hiki vision/CP Plus/ Honeywell make NVR with required licensed video management software. Inspection: RDSO/Consignee. SOR ITEM NO. 1464	No.	19517.00	5	97585.00

Sl. No.	Description	Unit	Rate	QTY	TOTAL AMOUNT
270	Supply and installation of ONVIF 16 Channel NVR similar to Model No. 4416-4K82 series along with required licensed video management software compatible to work with Dahua/Hiki vision/CP Plus/ Honeywell make 4 MP Bullet cameras. Inspection: RDSO/Consignee.	No.	31230.00	1	31230.00
271	Installation and commissioning charges (installation and configuration for video IP camera.	No.	3033.00	10	30330.00
		TOTAL			331099035.76

**NOTE:** The above tender schedule has been prepared strictly in accordance with the provisions of S&T SOR-2026, which is enclosed with this tender document and also available on the IREPS portal. All concerned shall mandatorily go through the same in detail, as all specifications, conditions, and guidelines stipulated therein are required to be strictly complied with at every stage of execution of the contract. Any deviation from the provisions of the said SOR shall not be permitted.

The quantities shown in above Bill of Quantities are approximate and are as a guide to give the tenderer(s) an idea of quantum of work involved. The Railway reserves the right to increase/ decrease and/or delete or include any of the quantities given above and no extra rate will be allowed on this account. (The schedule of work in details is shown in IREPS portal).

I/We undertake to do the work at \_\_\_\_\_ % above/below the Non Standard/Standard Schedule of Rates (SSOR) of the \_\_\_\_\_ Railway as applicable to \_\_\_\_\_ Division or at the rates quoted above for each item.

Signature of the Tenderer(s)

Dated \_\_\_\_\_

**Note:- In this contract for New Madanpur station, only Indoor work will be executed.**

## FINAL SUPPLEMENTARY AGREEMENT

- Articles of agreement made this day \_\_\_\_\_ in the year \_\_\_\_\_ between the President of India, acting through the \_\_\_\_\_ Railway Administration having his office at \_\_\_\_\_ herein after called the Railway of the one part and \_\_\_\_\_ of the second part.
- Whereas the party hereto of the second part executed an agreement with the party hereto of the first part being agreement Number \_\_\_\_\_ dated \_\_\_\_\_ for the performance \_\_\_\_\_ herein after called the 'Principal Agreement'.
- And whereas it was agreed by and between the parties hereto that the works would be completed by the party hereto of the second part on \_\_\_\_\_ date last extended and whereas the party hereto of the second part has executed the work to the entire satisfaction of the party hereto of the first part.
- And whereas the party hereto of the first part already made payment to the party hereto of the second part diverse sums from time to time aggregating to Rs. \_\_\_\_\_ including the Final Bill bearing voucher No. \_\_\_\_\_ dated \_\_\_\_\_ of value \_\_\_\_\_ duly adjusted as per price variation clause, if applicable (the receipt of which is hereby acknowledged by the party hereto of the second part in full and final settlement of all his /its claims under the principal agreement).

And whereas the party hereto of the second part have received sum of Rs. \_\_\_\_\_ through the Final Bill bearing voucher No. \_\_\_\_\_ dated \_\_\_\_\_ duly adjusted as per price variation clause (PVC), if applicable (the receipt of which is hereby acknowledged by the party thereto of the second part) from the party hereto of the first part in full and final settlement of all his/its disputed claims under principal agreement.

Now, it is hereby agreed by and between the parties in the consideration of sums already paid by the party hereto of the first part to the party hereto of the second part against all outstanding dues and claims for all works done under the aforesaid principal agreement excluding the Security Deposit, the party hereto of the second part have no further dues of claims against the party hereto of the first part under the said Principal Agreement. It is further agreed by and between the parties that the party hereto of the second part has accepted the said sums mentioned above in full and final satisfaction of all its dues and claims under the said Principal Agreement.

(Applicable in case Final Supplementary Agreement is signed after release of Final Payment)

Or

*And whereas the party hereto of the first part already made payment to the party hereto of the second part diverse sums from time to time aggregating to Rs. \_\_\_\_\_ through various On Account Bills (the receipt of which is hereby acknowledged by the party hereto of the second part).*

*And whereas the party hereto of the second part have received sum of Rs. \_\_\_\_\_ through various On Account Bills (the receipt of which is hereby acknowledged by the party thereto of the second part) from the party hereto of the first part and party hereto of the second part have accepted final measurements recorded on Page No..... to Page No.... of Measurement Book No.....and corresponding Final Bill duly adjusted as per price variation clause (PVC), if applicable, for full and final settlement of all his/its disputed claims under principal agreement.*

*Now, it is hereby agreed by and between the parties in the consideration of sums already paid through various On Account Bills and sums to be paid through Final Bill duly adjusted as per price variation clause (PVC), if applicable, based on accepted final measurements including the Security Deposit by the party hereto of the first part to the party hereto of the second part against all outstanding dues and claims for all works done under the aforesaid principal agreement, the party hereto of the second part have no further dues of claims against the party hereto of the first part under the said Principal Agreement.*

(Applicable in case Final Supplementary Agreement is signed before release of Final Payment)

- It is further agreed and understood by and between the parties that the arbitration clause contained in the said principal agreement shall cease to have any effect and/or shall be deemed to be non-existent for all purposes.

Signature of the Contractor/s

for and on behalf of the President of India

Witnesses

ADDRESS: \_\_\_\_\_



**Annexure–VIA**  
Para5oftheInstructions 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, Actingthrough

Dy.CPM/S&T/GSU/SDAH,

Eastern Railway,

Beneficiary FA& CAO/CON Railway

Date:.....

Bank Guarantee Bond No.:

Date:-----

In consideration of the President of India acting through Dy.CPM/S&T/GSU/SDAH/Eastern Railway (Designation & address of Contract Signing Authority), Eastern Railway, Sealdah (hereinafter called "The Railway") having invited the bid for \_\_\_\_\_ through Notice inviting tender (NIT) No. \_\_\_\_\_, We have been informed that . . . . [Insert name of the Bidder]..... (hereinafter called "the Bidder") intends to submit its bid (hereinafter called "the Bid") .

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

**AND**

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

1. KNOW ALL MEN that by these present that I/We the undersigned [Insert name(s) of authorized representatives of the Bank], being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay to the Railway full amount in the sum of [Insert required Value of Bid Security] as above stated.
2. The Bank undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway on the Bank shall be final, conclusive and binding, absolute and unequivocal on the Bank notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Bidder or Bank.
3. The Bank shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the Bidder and without the Railway being required to show grounds or give reasons for its demand of the amount so demanded.
4. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.

Contd...

P/2

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.

**Form –6**

**Annual Contractual Turnover Certificate**

Each Bidder must fill in this form:

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)

**General Notes of schedule of work:-**

- 1 The intending tenderer must understand the work before quoting. The submission of tender shall be deemed to have been done after the careful study and examination of all papers as well as work sites and understanding the implications thereof. Necessary drawings, if any, may be had from the Drawing section of **Dy.CPM/S&T/GSU/SDAH**.
- 2 **Similar nature of work** –“Electronic Interlocking work {Indoor OR (Indoor + Outdoor)}. And/ OR Panel Interlocking work {Indoor OR (Indoor + Outdoor)}. And/ OR Route Relay Interlocking work {Indoor OR (Indoor + Outdoor)}”.
- 3 Quoted rates will be inclusive of carrying cost of all materials & tools for the installation/ execution of work including loading & unloading at work sites, involved in and concerned as per the Schedule of Work and excluding GST. The GST should be shown separately on total cost.
- 4 Care should be taken to avoid damage to the existing gears during the work. Any damages to the Railway property shall be made good by the contractor at his own cost.
- 5 All the supply items will be inspected by RDSO/RITES/Consignee as mention in schedule of work and consignee materials (supply) as per the Schedule of Work to be inspected by **ASTE/ASN/ Eastern Railway** Inspection cost if any to be borne by contractor.  
Also the materials related with the execution items of the schedule of work (apart from the above materials), such as bricks, cement, sand, stone chips, nuts & bolts, paints etc. which are to be given by the contractor, are to be inspected & certified by the Rly site Engineer(s). Inspection cost, if any, has to be borne by the contractor  
Also the materials related with the execution items of the schedule of work (apart from the above materials), such as bricks, cement, sand, stone chips, nuts & bolts, paints etc. which are to be given by the contractor, are to be inspected & certified by the Rly site Engineer(s). Inspection cost, if any, has to be borne by the contractor.
- 6 All the supply items and materials as per the Schedule of Work to be deposited to the store of **SSE/Signal/Store/ SBG/ASN** with necessary inspection certificates and challans.
- 7 Before the supply of materials, prior permission of Railway officials is to be taken.
- 8 In case of the excavation of trench, if the required depth is not available at site as per site condition, prior approval of the competent authority has to be taken before doing excavation of trench less than the required depth. Payment for the excavation of trench will be made then as per the actual work done on pro-rata basis. If the depth of trench is not uniform in a span of 1.2 mtrs. or shorter length if the site condition demands along the cable run, minimum depth will be taken for that particular stretch for payment.
- 9 All the cables will be laid as per the cable route plan approved by the Railway and/ or the instruction of the Railway site engineer. If any deviation is required, it must be approved by the competent authority in advance. Also cable meggering has to be done twice ~ before and after laying ~ in presence of the site engineer(s) of Railway. Only good insulation cable has to be utilized. Cable will be laid through DWC/GI pipe or without pipe as per the instruction of the Railway site engineer(s). Cables and all other materials (apart from those given by the contractor), which will be supplied by the Railway in connection with the Schedule of Work, are required to be collected from the store of SSE/Signal/Store/SBG/ASN as required and/ or as advised by the Railway authority and transported to site including loading and unloading by the contractor at his own cost.
- 10 All the tools, testing & measuring equipments and machines required for the work have to be arranged by the contractor at his own cost.
- 11 The work will be done under the supervision and as per the instruction of the JE/Sig/GSU/SDAH & he will supervise the work in this tender and the disconnection memo will be issued by the authorized Railway person, if required.
- 12 After completion of the work, the authorized representative of Dy.CPM/S&T/GSU/SDAH will certify the quality and quantity of the work.
- 13 The site of work should be duly cleaned by the contractor.
- 14 During the work proper safety precautions have to be taken by the firm as per the Railway practice.
- 15 Guarantee/warranty is already mentioned against most of the schedule items however items for which not mentions, these items will have One year guarantee shall be ensured for all the supplied materials and workmanship of the work from the date of completion of the work subject to proportionate value of security money shall be kept under Railway custody for the items for which Guarantee period having more than one. During the guarantee period the contractor shall be responsible for any repairs/ replacement of any defective installation free of cost.

- 16 In case of any emergency or urgent requirement, partial or total work can be shifted anywhere else in the division with the prior approval of the competent authority.

**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 Indian Railway website www.ireps.gov.in. I/we have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of work or final payment of the contract, the master copy available with the railway Administration shall be final and binding upon me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. **I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.**
6. **I/We declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.**
7. I/we certify that I/we the tenderer(s) is/are not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of submission of bids, either in individual capacity or as a HUF/ member of the partnership firm/LLP/JV/Society/Trust.
8. I/we understand that if the contents of the **certificate** submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the Bid Security besides 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 besides 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.**

**(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:



**AN UNDERTAKING STATING THAT THE FIRM IS NOT BLACK LISTED OR DEBARRED ETC.**

“Giving an undertaking that my/our firm participated in the tender in S&T Department of Eastern Railway, ASANSOL Division is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV or registered company etc. in which I/we am/are the partner/member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract”.

Signature of Proprietor/ Partners/ the individual Legally authorized to enter  
into commitment on behalf of the firm.

Date :

**DETAILS OF PERSONNEL AND ORGANIZATION OF THE TENDERER****LIST OF PERSONNEL/ ORGANIZATION ON HAND AND PROPOSED TO BE ENGAGED FOR THE TENDERED WORK :-**

Sl. No.	Name of Personnel	Age	Technical Qualification	Relation with the Tenderer	Commencement of Present Employment	Total Experience	Emolument
1	2	3	4	5	6	7	8

**DETAILS OF PLANT AND MACHINERY WITH THE TENDERER**

LIST OF PLANT AND MACHINERY AVAILABLE ON HAND AND PROPOSED TO BE INDUCTED AND HIRED FOR THE SUBJECT WORK

Sl . N o.	Descriptio n of Plant & Machinery	No. of such plant & Machinery	Date of Purchase & Owner	Manufact urer & Date of Manufact ure	Driven by Petrol/ Diesel/ Electric	Conditio n of the Plant & Machine ry	Where can it be inspected	Owened/P roposed to be hired for the work	From whom it would be Hired
1	2	3	4	5	6	7	8	9	10

**DETAILS OF WORKS CARRIED OUT IN THE PAST**

Sl. No.	Name of Work & Contract Agreement No.	Nature of Work	Name & Address of Client/ Deptt.	Original Contract Value	Date of Award of Work	Scheduled Date of Completion	Actual Date of Start of Work	Actual Date of Completion	Payment Received Particulars	Final value of Contract
1	2	3	4	5	6	7	8	9	10	11

**DETAILS OF WORKS WITH THE TENDERER PRESENTLY ON HAND**

<b>SI . N o.</b>	<b>Name of the work and contract Agreement No.</b>	<b>Nature of the Work</b>	<b>Name &amp; Address of Client/ Deptt.</b>	<b>Original Contract Value</b>	<b>Date of Award of Work</b>	<b>Scheduled Date of Completion</b>	<b>Payment Received particulars</b>	<b>Approxima te Value of Balance Work</b>	<b>Remarks</b>
1	2	3	4	5	6	7	8	9	10

**DECLARATION REGARDING ASSOCIATION OF RAILWAY OFFICERS/ ENGINEERS WITH THE TENDERER**

Sl. No.	Name of Officer/ Engineer	Relation of the Officer/ Engineer with the Tenderer	Designation & Place of Posting of the Officer/ Engineer while working on Railways	Date of Retirement of the Officer/ Engineer	Particulars of the permission taken for Association with the Tenderer	Whether necessary certificates enclosed or not
1	2	3	4	5	6	7

**LIST OF COURT CASES OF THE TENDERER DURING LAST FIVE YEARS**

Sl. No.	Name of Works	Value of the work	Name of Client/ Dept	Name of the Court	Reference & date of filing the case	Relief Sought	Brief Reason for the Dispute	Present position of the case
1	2	3	4	5	6	7	8	9

**LIST OF ARBITRATION CASES OF THE TENDERER DURING LAST FIVE YEARS**

Sl. No.	Name of Works	Value of the work	Name of Client/ Dept	Amount of Claim preferred with date	Claim of the deptt. If any	Brief Reason for the Dispute	Present position of the case	Remarks
1	2	3	4	5	6	7	8	9