



WEST CENTRAL RAILWAY

KOTA DIVISION

**SIGNAL & TELECOM
DEPARTMENT**

TENDER FORM

OPEN TENDER

Tender notice no. KOTA/S&T/SIG/2025/32

Name of Work:- S&T work in connection with various track related works in KOTA DIVISION.

{Approximate Cost Of Work : Rs. 2,84,09,353.32/- Rupees Two Crore Eighty Four Lakh Nine Thousand Three Hundred Fifty Three and Paise Thirty Two Only.)

NOTE: ALL THE TENDER CONDITIONS WILL BE APPLICABLE AS PER LATEST GENERAL CONDITIONS OF CONTRACTS OF INDIAN RAILWAYS AND ITS ADVANCE CORRECTION SLIP. PARTICIPANTS ARE REQUESTED TO READ THE LATEST GCC

BEFORE QUOTING THEIR OFFER. IN CASE OF ANY CONTRADICTION BETWEEN ANY CONDITIONS THEN, THE CONDITIONS OF LATEST INDIAN RAILWAYS STANDARD GENERAL CONDITIONS OF CONTRACT WILL BE FOLLOWED.



भारत सरकार Government of India
रेल मंत्रालय Ministry of Railways
(रेलवे बोर्ड Railway Board)



No.2022/CE-I/CT/GCC-2022/POLICY

New Delhi, Dated 27.04.2022

As per list attached

Sub:- Indian Railways Standard General Conditions of Contract, April-2022

1. Railway Board had issued Indian Railways Standard General Conditions of Contract, July 2020 vide letter No. 2020/CE-I/CT/3E/GCC/Policy, dated 16.07.2020.
2. On receipt of a number of suggestions from Railways, the latest version of Indian Railways Standard General Conditions of contract (GCC), issued on 16.07.2020, was examined and reviewed to expedite finalization of tenders and execution of works.
3. Board (MI, MF) has approved new Indian Railways Standard General Conditions of Contract, April 2022 (GCC, April 2022).
4. The GCC, April 2022 has been uploaded on Railway Board's website. It may be accessed through the path: www.indianrailways.gov.in/railwayboard >> "About Indian Railways" >> "Railway Board Directorates" >> "Civil Engineering" >> "IR General Conditions of Contracts" >> IR General Condition of Contracts- 2022.
5. The GCC, April 2022 shall be applicable to works contracts on Indian Railways with prospective effect.
6. This issues with the concurrence of Finance Directorate of Ministry of Railways.

(अजीत कुमार झा) 27.4.22

कार्यपालक निदेशक/सिविल इंजी.(जी)/रेलवे बोर्ड
[Phone: 030-44803; Rly: 011-23383379:MTNL]
e-mail address : edceg2022@gmail.com

No.2022/CE-I/CT/GCC-2022/POLICY

New Delhi, Dated 27.04.2022

Copy forwarded for information to:

1. The PFAs, All Indian Railways.
2. Dy. Comptroller and Auditor General of India (Railways), Room No. 224, Rail Bhawan, New Delhi

(Signature)

For Member Finance

IRGCC WORKS 2022 ADVANCE CORRECTION SLIP UPTO opening of this tender WILL FOLLOW.

IMPORTANT INSTRUCTIONS TO TENDERERS

- 1) The offer will be evaluated based on certificates enclosed with the original offer only. The Railways will not enter into any correspondence to get these certificates subsequently and the offer shall be evaluated based on the documents submitted along with the offer.
- 2) Tenderer may please note that meeting of eligibility criteria is strictly based on completion certificates issued by the executive in charge of work and not linked with mere list of works claimed to have been executed by the tenderer or a copy of work order from Railways.
- 3) Tenderer may please note that fulfilling of eligibility clause shall be ascertained only from the completion certificates issued by the executive-in-charge of work and mere list of works claimed to have been executed by the tenderer or a copy of work order from Railways shall not be enough. It may also be noted that cognizance of those works, which are nearing completion or have been almost completed, shall not be taken & only those completion certificates, wherein successful commissioning & satisfactory performance of work(s) have been clearly & unambiguously acknowledged by Executive-in-charge of any Railway Unit or any Govt. Dept./Undertaking for any similar work(s) shall be considered for this purpose.
- 4) Any variation to quantities in any item and its associated wiring material account of supply and installation will have to be born by the tenderer. Railway Engineer's decision in this regard shall be final.
- 5) All drawings related with the work can be obtained from the office of DRM (S&T) Kota on any working day during office hours.
- 6) For the purpose of similar work, the tenderer must have executed exactly similar type of signaling "*Any Signaling Work of EI/PI/RR/IBH/ABH/LC Gate Interlocking Track circuit works /Axle counter works etc.*" which has been tendered for or tendered work must be a sub set of a large work which tenderer would have executed and enclosed requisite certificates.

TENDER NOTICE WEST CENTRAL RAILWAY KOTA DIVISION
SIGNAL & TELECOMMUNICATION DEPARTMENT

Sr.DSTE/CO/Kota acting for & On behalf of The President of India invites e-Tenders against Tender No **KOTA/S&T/SIG/2025/32** date to open on __.__. at 15:00 hrs. Manual offers are not allowed against this tender and any such manual offer received shall be ignored.

Tender No.	Name of work	Approx. cost of the work	Cost of Tender form	Earnest money	Completion period of the work	Last Date & Time of submission of tender
1	2	3	4	5	6	7
KOTA/S&T/SIG/2025/32	S&T work in connection with various track related works in KOTA DIVISION.	Rs. 28409353.32	NIL	Rs. 568200.00	12 Months	15:00 Hrs. on Date - __-__-

The tender can be viewed at web site <http://www.ireps.gov.in>. The tenderer/bidders must have Class-III Digital Signature Certificate & must be register on IREPS portal. Only registered tenderer/bidders can participate on e-Tendering. All relevant paper must be uploaded at the time of participating in e-Tendering.

KOTA/S&T/SIG/2025/32

Date: __.__.

**Divisional Railway Manager (Signal & Telecom),
West Central Railway, Kota Division
For and on behalf of President of India**

**निविदा सूचना पश्चिम मध्य रेलवे कोटा मंडल
सिगनल एवं दूर संचार विभाग**

भारत संघ के राष्ट्रपति के लिए एवं उनकी ओर से वरि.मं.सं.एवं दूर.सं.इंजी.(सिगनल एवं दूर संचार) पश्चिम मध्य रेलवे, कोटा मंडल, निम्नलिखित कार्यो कोटा/एसएण्डटी/सिग./ 2025/32 के लिये निर्धारित इ-निविदाएं आमंत्रित करते हैं टेण्डर खुलने की तारीख एवं समय दिनांक __.__.को 15:00 बजे। इस निविदा के लिये किसी भी तरह के मैनुअल प्रस्तावों की अनुमति नहीं है और किसी भी तरह के प्राप्त मैनुअल प्रस्ताव को नजरअंदाज कर दिया जायेगा।

टेण्डर सं.	कार्य का नाम	कार्य की अनुमानित लागत	टेण्डर फॉर्म की कीमत	बयाना राशि	कार्य समाप्ति अवधि	टेण्डर जमा करने आखिरी तारीख एवं समय
1	2	3	4	5	6	7
कोटा/एसएण्डटी/सिग./ 2025/32	एस एंड टी वर्क इन कनेक्शन विद वेरियस ट्रैक रिलेटेड वर्क्स इन कोटा डिवीजन।	Rs. 28409353.32	NIL	Rs. 568200.00	12 Months	दिनांक __.__.को 15:00 बजे तक

पूर्ण विवरण वेबसाइट <http://www.ireps.gov.in> पर अपलोड की गई हैं। निविदा/बोलीदाताओं के पास कक्षा III डिजिटल हस्ताक्षर प्रमाणपत्र होना आवश्यक है और आई.आर.ई.पी.एस. पोर्टल पर रजिस्टर होना चाहिये। केवल पंजीकृत निविदा/बोलीदाताओं ई-टेण्डरिंग पर भाग ले सकते हैं। सभी आवश्यक दस्तावेज ई-निविदा में भाग लेने के समय में अपलोड किया जाना चाहिये।

सं. : कोटा/एसएण्डटी/सिग./ 2025/32

**मंडल रेल प्रबंधक (संकेत एवं दूरसंचार)
पश्चिम मध्य रेलवे, कोटा मण्डल
भारत के राष्ट्रपति की ओर से व उनके लिए**

WEST CENTRAL RAILWAY

NOTICE INVITING TENDER NO. KOTA/S&T/SIG/2025/32

The Divisional Railway Manager (Signal & Telecom), West Central Railway KOTA acting for and on Behalf of the President of India invites **E-Tenders** on website www.ireps.gov.in for the following work. Tender will be closed on **DATE OF CLOSING:- xx.xx.xx at 15:00 Hours**. Bidders will be able to submit their original/revised bids up to closing date and time. Manual offers are not allowed against this tender

Name of work	S&T work in connection with various track related works in KOTA DIVISION.		
Tender type	OPEN	Bidding system	Single packet system
Tender closing date & time	DATE OF CLOSING xx.xx.xx at 15:00	Date time of uploading tender	
Pre-bid required	No	Pre-bid query date time	Not applicable
Advertised value	Rs. 28409353.32	Tendering section	Signaling
Bidding style	Single Rate for tender	Bidding unit	Above/Below/At Par
Bid Security (Rs.)	Rs. 568200.00	Validity of offer (days)	60
Tender Doc. Cost (Rs.)	NIL	Period of completion	12 months
SUPPLY	62.70%	EXECUTION	37.30%

PROJECT ID

1	S&T Estimate in connection with "DEN/C/Kota's Section- Improvement of yard at various staions.	16.03.31.24.3.52.019	
2	S&T Estimate in connection with "Sr. DEN/S/Kota's Section- Improvement of yard at various staions.	16.03.31.24.3.52.017	
3	S&T Estimate in connection with "Sr. DEN/N/Kota's Section- Improvement of yard at various staions.	16.03.31.24.3.52.016	
4	S&T Estimate in connection with "DEN/E/Kota's Section- Improvement of yard at various staions.	16.03.31.24.3.52.018	
5	S&T Estimate in connection with "KOTA - MAKHOLI Section - TSR(P) - 33.750 Tkms.	16.03.31.25.3.52.018	
6	S&T Estimate in connection with "KOTA-MAKHOLI Section- TRR(P) -28.749 TKms.	16.03.31.25.3.52.017	
7	S&T Estimate in connection with "BAYANA - MATHURA Section - TSR(P) - 34.781 Tkms	16.03.31.25.3.52.007	
8	S&T Estimate in connection with "MAKHOLI - MATHURA : TSR (P) - 18.949 Tkms..	16.03.31.25.3.52.012	
9	S&T Estimate in connection with "MAKHOLI - GANGAPUR CITY : TSR (P) - 33.187 Tkms	16.03.31.25.3.52.004	

10	S&T Estimate in connection with "NAGDA - KOTA Section - TSR(P) - 21.508 Tkms	16.03.31.25.3.52.016		
11	S&T Estimate in connection with "NAGDA - KOTA Section - TRR(P) - 8.984 Tkms	16.03.31.25.3.52.005		
12	S&T Estimate in connection with "KOTA - MAKHOLI Section - TSR(P) - 11.440 Tkms	16.03.31.25.3.52.010		
13	S&T Estimate in connection with "KOTA-CHITTORGARH Section - CTR(P) - 14.091 TKms.	16.03.31.25.3.52.014		
14	S&T Estimate in connection with "NAGDA - KOTA Section - TRR(P) - 19.064 Tkms.	16.03.31.25.3.52.022		
15	S&T Estimate in connection with " KOTA - MAKHOLI Section - CTR(P) - 3.798 Tkms on PR.	16.03.31.25.3.52.013		
16	S&T Estimate in connection with "KOTA-CHITTORGARH Section - CTR(P) - 15.117 TKms.	16.03.31.25.3.52.015		
17	S&T Estimate in connection with "MAKHOLI - MATHURA Section - TRR(P) - 10.992 Tkms	16.03.31.25.3.52.003		
18	S&T Estimate in connection with "NAGDA - MATHURA Section - TSR(P) - 21.758 Tkms.	16.03.31.25.3.52.008		
19	S&T Estimate in connection with "KOTA - RUTHIYAI Section - TSR(P) - 27.297 Tkms	16.03.31.25.3.52.009		
20	S&T Estimate in connection with "KOTA - RUTHIYAI Section - TBR - 27.681 Tkms.	16.03.31.25.3.52.011		
21	S&T Estimate in connection with "Nagda - Kurlasi - TSR(P) - 20.800 Tkm.	16.03.31.25.3.52.006		
CONSIGNEE(SUPPLY)		SSE/SIG/NORTH/KOTA	CONSIGNEE(Execution)	SSE/SIG/Respective section/KOTA
Definition of similar nature of work		“Any Signaling Work of EI/PI/RR/IBH/ABH/LC Gate Interlocking Track circuit works /Axle counter works etc.”		

1	<p>Bid Security: As per Clause 5 of IR GCC 2022</p> <p>(a) The tenderer shall be required to submit the Bid Security with the tender for the due performance with the stipulation to keep the offer open till such date as specified in the tender, under the conditions of tender. The Bid Security shall be as under:</p> <table> <tr> <th>Value of the Work</th><th>Bid Security</th></tr> <tr> <td>For all works</td><td>2% of the estimated cost of the work</td></tr> </table> <p>Note:</p> <p>(i) The Bid Security shall be rounded off to the nearest ₹100. This Bid Security shall be applicable for all modes of tendering.</p> <p>(ii) Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of Bid Security detailed above.</p> <p>(iii) Labour Cooperative Societies shall submit only 50% of above Bid Security detailed above.</p>	Value of the Work	Bid Security	For all works	2% of the estimated cost of the work
Value of the Work	Bid Security				
For all works	2% of the estimated cost of the work				

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

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

(2) The Bid Security shall be deposited either in cash through e-payment gateway or submitted as Bank Guarantee bond from a scheduled commercial bank of India or as mentioned in tender documents. The Bank Guarantee bond shall be as per **Annexure-VIA** and shall be valid for a period of 90 days beyond the bid validity period.

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

- i. A scanned copy of the Bank Guarantee shall be uploaded on e-Procurement Portal (IREPS) while applying to the tender.
- ii. The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document before closing date for submission of bids.(i.e. **excluding the last date of submission of bids**).
- iii. Non submission of scanned copy of Bank Guarantee with the bid on e-tendering portal (IREPS) and/or non submission of original Bank Guarantee within the specified period shall lead to summary rejection of bid.
- iv. The Tender Security shall remain valid for a period of 90 days beyond the validity period for the Tender.
- v. The details of the BG, physically submitted should match with the details available in the scanned copy and the data entered during bid submission time, failing which the bid will be rejected
- vi. The Bank Guarantee shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification "**Bid for the ***** Project**" and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of the envelope.
- vii. The envelope shall be addressed to the officer and address as mentioned in the tender document.

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

**Annexure –VIA
(Bid Security)**

Para 5 of the Instructions to Tenderers

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

Name of the Bank: -----

President of India,

Acting through,

..... Railway,

Beneficiary: Railway

Date:.....

Bank Guarantee Bond No.: Date:-----

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

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

AND

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

1. KNOW ALL MEN that by these present that I/We the undersigned [*Insert name(s) of authorized representatives of the Bank*], being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay to the Railway full amount in the sum of [*Insert required Value of Bid Security*] as above stated.
2. The Bank undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway on the Bank shall be final, conclusive and binding, absolute and unequivocal on the Bank notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Bidder or Bank.
3. The Bank shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the Bidder and without the Railway being required to

show grounds or give reasons for its demand of the amount so demanded.

4. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.
5. The Bank agrees that no change, addition, modifications to the terms of the Bid document or to any documents, which have been or may be made between the Railway and the Bidder, will in any way absolve the Bank from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification made by Railway at any time.
6. This guarantee will remain valid and effective from.....*[insert date of issue]*till*[insert date, which should be minimum 90 days beyond the expiry of validity of Bid]*. Any demand in respect of this Guarantee should reach the Bank within the validity period of Bid Security.
7. The Bank Guarantee is unconditional and irrevocable.
8. The expressions Bank and Railway herein before used shall include their respective successors and assigns.
9. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the Railway. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.
10. The Bank hereby confirms that it is on the SFMS (Structured Financial Messaging System) and shall invariably send the advice of this Bank Guarantee to the following bank details –

IFSC CODE	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

	<p>Place..... Bank's Seal and authorized signature(s)</p> <p>[Name in Block letters]</p> <p>[Designation with Code No.].....</p> <p>[P/Attorney] No.</p> <p><u>Witness:</u></p> <p>1 Signature, Name & Address & Seal</p> <p>2 Signature, Name & address & Seal Bank's Seal</p> <p>[P/Attorney]No.</p> <p>Note: All italicized text is for guidance on how to prepare this bank guarantee and shall be deleted from the final document.</p>												
2	The administration reserves the right to reject any or all the tenders without assigning any reasons.												
2.A	<p><u>Maintenance Period-</u> The contractor shall satisfactorily maintain the work completed by him for a period of <u>12 (TWELVE)</u> months from the date of completion certificate.</p> <p>2.B The following documents are specified for submission along with the tender.</p> <p>a) List of personal organization available on hand and purposed to be engaged for the subject work.</p> <p>b) List of plant & machinery available on hand (Own) and purpose to be instructed (own to be given separately) for the subject work.</p>												
3	<p align="center">Minimum Eligibility Criteria</p> <p align="center">(Applicable for tenders costing above Rs. 50 Lakhs)</p>												
4	<p>IRGCC 2022 ACS 1 CLAUSE 10.1</p> <p align="center">1. <u>Technical Eligibility Criteria:</u> (As Per IRGCC Clause 10.1)</p> <p>(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:</p> <table border="1"> <tr> <td>1</td><td>Three similar works each costing not less than the amount equal to 30% of advertised value of the tender</td></tr> <tr> <td></td><td align="center">OR</td></tr> <tr> <td>2</td><td>Two similar works each costing not less than the amount equal to 40% of advertised value of the tender</td></tr> <tr> <td></td><td align="center">OR</td></tr> <tr> <td>3</td><td>One similar work costing not less than the amount equal to 60% of advertised value of the tender</td></tr> </table> <p>(b) 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:</p> <table border="1"> <tr> <td>1</td><td>Three similar works each costing not less than the amount equal to 30% of advertised value of</td></tr> </table>	1	Three similar works each costing not less than the amount equal to 30% of advertised value of the tender		OR	2	Two similar works each costing not less than the amount equal to 40% of advertised value of the tender		OR	3	One similar work costing not less than the amount equal to 60% of advertised value of the tender	1	Three similar works each costing not less than the amount equal to 30% of advertised value of
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1	Three similar works each costing not less than the amount equal to 30% of advertised value of												

	the tender
	OR
2	Two similar works each costing not less than the amount equal to 40% of advertised value of the tender
	OR
3	One similar work each costing not less than the amount equal to 60% of advertised value of the 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.

* Similar single work here means: “Any Signaling Work of EI/PI/RR/IBH/ABH/LC Gate Interlocking Track circuit works /Axle counter works etc.”

Note- Works Completion certificate of Similar work as per IR GCC 2022 may be submitted (If MEC Applicable).

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 fulfil technical eligibility criteria as follows:

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

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

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

	<p>Note for Item 10.1:</p> <p>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.</p> <p>In case tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate.</p>
5	<p>IRGCC 2022 ACS 1 CLAUSE 10.2</p> <p><u>2. Financial Eligibility Criteria: (As Per IRGCC Clause 10.2)</u></p> <p>10.2. Financial Eligibility Criteria: The tenderer must have minimum average annual contractual turnover of V/N or 'V' whichever is less; where:</p> <p>V= Advertised value of the tender in Crores of Rupees.</p> <p>N= Number of years prescribed for completion of work for which bids have been invited.</p> <p>The average annual contractual turnover shall be calculated as an average of "total contractual payments" in the previous three financial years, as per the audited balance sheet. However, in case balance sheet of the previous year is yet to be prepared/ audited, the audited balance sheet of the fourth previous year shall be considered for calculating average annual contractual turnover.</p> <p><u>The Tenderers shall submit requisite information as per Annexure-VIB, along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet.</u></p> <p>10.3 Bid Capacity: The tender/technical bid will be evaluated based on bid capacity formula detailed as Annexure-VI.</p> <p><u>10.4 No Technical and Financial credentials are required for tenders having advertised value up to Rs 50 lakh.</u></p> <p>10.5 Credentials if submitted in foreign currency shall be converted into Indian currency i.e., Indian Rupee as under:</p> <p>The conversion rate of US Dollars into Rupees shall be the daily representative exchange rates</p>

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

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

1. Substantially Completed Work means an ongoing work in which payment equal to or more than 90% of the present contract value (excluding the payment made for adjustment of Price variation (PVC), if any) has been made to the contractor in that ongoing contract and no proceedings of termination of contract on Contractor's default has been initiated. The credential certificate in this regard should have been issued not prior to 60 days of date of invitation of present tender.
2. In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfilment 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 fulfilment of credentials
4. In case of completed work, the value of final bill (gross amount) including the PVC amount (if paid) shall be considered as the completion cost of work. In case final bill is pending, only the total gross amount already paid including the PVC amount (if paid) shall be considered as the completion cost of work.

In case of substantially completed work, the total gross amount already paid including the PVC amount (if paid), as mentioned in the certificate, shall be considered as the cost of substantially completed work.

5. If a bidder has successfully completed a work as subcontractor and the work experience certificate has been issued for such work to the subcontractor by a Govt. Organization or public listed company as defined in Note for Item 10.1 Para 10 of the Tender Form (Second Sheet), the same shall be considered for the purpose of fulfillment of credentials.
6. In case a work is considered similar in nature for fulfillment of technical credentials, the overall cost including the PVC amount (if paid) of that completed work or substantially completed work, shall be considered and no separate evaluation for each component of

that work shall be made to decide eligibility.

7. In case of newly formed partnership firm, the credentials of individual partners from previous propriety firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution / split and their share in newly formed partnership firm. For example, a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of 0.3×0.2 * value of the work done in the previous entity. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.
8. In case of existing partnership firm, if any one or more partners quit the partnership firm, the credentials of remaining partnership firm shall be re-worked out i.e., the quitting partner(s) shall take away his credentials to the extent of his share on the date of quitting the partnership firm (e.g. in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and credentials of 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.]

Annexure –VIB

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

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

NAME OF BIDDER/JV PARTNER:

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

- 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.
- 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)

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

Tenderer Credentials:

(Applicable for tenders costing above Rs. 50 lakhs)

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CLAUSE 11: Tenderer Credentials:

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

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

- (i) Certificates and testimonials regarding contracting experience for the type of job for which tender is invited with list of works carried out in the past.
- (ii) Audited Balance Sheet duly certified by the Chartered Accountant regarding contractual payments received in the past.
- (iii) The list of personnel / organization on hand and proposed to be engaged for the tendered work. Similarly list of Plant & Machinery available on hand and proposed to be inducted and hired for the tendered work.
- (iv) A copy of certificate stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the certificate to be submitted by the bidder is enclosed as Annexure-V. Non submission of a copy of certificate by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested / digitally signed by which they/he are/is qualifying the Qualifying Criteria mentioned in the Tender Document.
- (v) The Railway reserves the right to verify all statements, information and documents submitted by the

	<p>bidder in his tender offer, and the bidder shall, when so required by the Railway, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Railway shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the Railway there under.</p> <p>(vi) (a) In case of any information submitted by tenderer is found to be false, forged or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender Bid Security besides banning of business for a period of upto five years.</p> <p>(b) In case of any information submitted by tenderer is found to be false, forged or incorrect after the award of contract, the contract shall be terminated. Bid Security, Performance Guarantee and Security Deposit available with the railway shall be forfeited. In addition, other dues of the contractor, if any, under this contract shall be forfeited and agency shall be banned for doing business for a period of up to five years.</p>
	<u>Non-compliance with any of the conditions set forth therein above is liable to result in the tender being rejected. (Applicable for tenders costing above Rs. 50 lakhs)</u>
7	The Joint venture firm shall be required to submit Bid Security Deposit (EMD) along with the tender in terms of the provision contained in Para 5 (Bid Security) of Part-I of GCC.
8	'D' form for concessional sales tax shall not be issued by railways.
9	Drawings, specifications etc if any, can be collected from DRM(S&T) KOTA office during office hours in any working day.
	DRM (S&T) KOTA For and on behalf of President of India DRM(S&T)'S OFFICE, KOTA

IMPORTANT NOTES WITH NIT:

1. This is highly technical work to be executed only by qualifying MEC stipulated in tender document as per IR GCC 2022 with similar work issued vide CSTE office letter no. WCR/N-HQ/150/Wks/Policy/14 dated: 03.08.2018. No any relaxation in MEC will be given for any consideration. Firm failing to satisfy the MEC will be treated as ineligible firm. (IF MEC APPLICABLE)
2. In terms of railway board's letter no. 2020/CE-I/CT/3E/GCC/Policy dated: 30.12.2020, If the bidder is banned for submission of bids on the date of closing of tender, such bid, even if received, shall be treated as invalid while evaluating the bids.
3. To qualify technical eligibility criteria, Work completion certificates with details like name of work, actual date of completion, financial years wise payment details, total payment received, etc, may be submitted by bidders to evaluate the technical eligibility suitably. (IF MEC APPLICABLE).
4. To qualify financial eligibility criteria, the tenderer shall submit Certificates as per IRGCC WORKS 2022 (IF MEC APPLICABLE).
5. In terms of IR GCC 2022, Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organization, work experience certificate issued by Public listed company having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay

Stock Exchange, incorporated/registered at least 5 years prior to the date of opening 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. (IF MEC APPLICABLE)

6. Change of inspection authority may be done as per extant S&T/WCR policies by engineer-incharge at a later date.
7. In case of more than one valid & eligible L-1 bidders, tender may be awarded to tenderer having higher bid capacity. In case bid capacity is also the same, tenderer having done more value of similar work in last three previous financial years and current financial years up to the date of the opening of the tender, may be selected for the award. Instructions with respect to bid capacity will follow. Supporting document for this may be clearly uploaded by tenderer with their offer.
8. To prove eligibility of tenderer for fulfilling MEC, formats as per IRGCC 2022 to be submitted.

Clause 6.1 of IRGCC APRIL 2022 AND ACS 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. Non submission of above certificate by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document.

ANNEXURE-V

Reference -Para 6.1 of ITT

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

1. I/we the tenderer (s) am/are signing this document after carefully reading the contents.
2. I/We the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.

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

SEAL AND SIGNATURE

OF THE TENDERER

Place:

Dated:

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

This affidavit is to be given by each member of JV.

1)	GENERAL CONDITIONS OF CONTRACT
2)	<p><u>SCOPE OF WORK & SPECIAL CONDITIONS OF WORK:- S&T work in connection with various track related works in KOTA DIVISION.</u></p> <p>Any individual part of tender schedule can be executed in any station separately as per railway requirement. Supply items will be issued from consignee depot/other depot of kota division of supply materials of this tender as directed by DRM S&T. Contractor will have to transport of supply materials to the site of work.</p> <p>1. Measurement of execution of work will be done by sectional SSE/SIG OR TELE & 20% check shall be certify by ADSTE/Respective section.</p> <p><u>2. All the conditions will be strictly applicable as per latest Indian Railways Standard General Conditions of Contract and its correction slip. Contractor must be aware of latest GCC of Indian Railways and ACS. In Case Of Any Contradiction Between Any Conditions Then, The Conditions Of Latest Indian Railways Standard General Conditions Of Contract Will Be Followed.</u></p> <p>3. In case of any contradiction, railways decision will be final & binding to the contractor.</p> <p>4. Those firms who are debarred/banned to do any kind of business in Indian Railways should not quote the above tender. In the event of violation of the above instruction, if at any stage during the tender process/contract period, it is found that the firm is debarred/banned to do any kind of business in Indian Railways, Railway will forfeit EMD/SD/PG/Running bills immediately without assigning any reason to the debarred/banned firm. Further legal action may be taken against such firms. Also, such firms will have no right/claim whatsoever against any loss incurred due to the tender & Railways will not be held responsible.</p> <p>5. The work will be executed as per instruction of Engineer Incharge or any other person nominated by engineer incharge</p>
2)	<p>The Tenderer submit along with their offer,</p> <p>a. List of Personnel, Organization available on hand and proposed to be engaged for the subject work.</p> <p>b. List of Plant & Machinery available on hand (own) and proposed to be inducted (own and hired to be given separately) for the subject work.</p> <p>c. List of works completed in the last three financial years giving description of work, organization for whom executed, approximate value of contract at the time of award, date of award and date of scheduled completion of work. Date of actual start, actual completion and</p>

	<p>final value of contract should also be given.</p> <p>d. List of works on hand indicating description of work, contract value, and approximate value of balance work yet to be done and date of award should be given.</p> <p>In addition to above, following documents are required to be submitted with the tender document, Correct Name, postal address and telephone number/tele fax number/Mobile number.</p> <ol style="list-style-type: none"> 1. Current sale tax clearance certificate. 2. Photo copy of PAN card & TIN details 3. Firm ownership/partnership certificate with terms & conditions. 4. Firm registration certificate. 5. Copy of state/central government registration certificate as per rule III. 6. Bank details duly stamped and signed by Bank authorities as per annexure. 7. Details of the work carried out / on hand under Central/State government, if any. <p>NOTE: In case of items, (c) & (d) above, supportive documents/certificates from the organizations with which they worked/are working should be enclosed. Certificates from private individuals for whom such work are executed/being executed will not be accepted.</p>
3)	The offers from the Tenderers not satisfying the above mentioned eligibility criteria are liable to be rejected.
4)	The Tenderers, if they so desire before quoting, should inspect the site of the work in detail and acquaint themselves about the terrain, approach road and other site conditions affecting the execution of the work on their own cost.
5)	The resultant Contract of this tender will be governed by the Tender Conditions, Instructions to Tenderers and General Condition of Contract as applicable to West Central Railway and Special Conditions mentioned here. In case of contradiction between Tender conditions, instructions to the tenderer, the General conditions of the contract and the special conditions of the contract, the latter will prevail.
6)	The Tenderer shall keep their offer valid for the period of 60 DAYS from the date of opening of tender.
7)	The work is to be carried out in accordance with Interlocking plans for the station issued by the Railways. These IP's are tentative and some minor variations/alterations may take place. The tenderer should be ready to carry out corrections/ alterations / additions in design of circuits and other works arising out of these changes without any additional cost.
	TECHNICAL REQUIREMENT & SPECIFICATION:
8)	This is a turnkey project for installation of passenger amenities' items as per the RDSO specification. Work is to be completed in line of RDSO specification for all technical electrical and mechanical parameters .Railway will be provides the various types of cable for execution of work.
	DOCUMENTS TO ACCOMPANY THE OFFER:
9)	<p>The following documents, over and above mentioned below eligibility criterion, shall invariably accompany the offer. Hence, the firm is well advised to ensure that all the minimum documents, as laid down hereunder are attached with their tender: -</p> <ol style="list-style-type: none"> Bid Security in prescribed and acceptable form. Contractors are allowed to make payments against this tender towards tender document cost and Bid Security <u>through online payment modes</u> available on IREPS portal like net banking, debit card, credit card etc. Manual payments through Demand draft, Banker's cheque, Deposit receipts, FDR etc. are not allowed. .(Rly Bd. L.No.2015/CE-I/CT/5/1 dated 31.08.2016) <u>OR AS PER IRGCC 2022</u> Partnership deed, in case of partnership firms. Memorandum of Articles of Association. Power of Attorney, if any.

	<p>iv) List of Personnel, organization / technical staff available on hand and proposed to be engaged for the subject work, with their designation and experience.</p> <p>v) Testimonials/Credentials/documentary evidence and performance record in support of Any other documents the tenderer may like to submit in support of their credential/scheme.</p> <p>vii) A statement of the set up of their firm and if they are Partnership firm, the names of Partners, their addresses and other particulars with regard to their business etc</p> <p>vi) Any other documents the tenderer may like to submit in support of their credential/scheme.</p> <p>vii) Technical brochure of the offered equipment/system against this tender and product compliance statement clause by clause of the parameters given in the technical specification of the tender along with the tender booklet.</p> <p>viii) Tenderer should mention bank account no, name of bank and bank specific code no in his tender documents.</p> <p>ix) Document(s) in support of financial solvency (Solvency certificate from State Bank of India or any nationalized bank).</p> <p>xi) Certified copies of testimonials and other references in connection with previous experience of the Tenderer in the capacity of the contractor for a similar and other works.</p>
10)	As far as possible the tenderer/s bid should not have any condition or specification or assumption contrary to the provisions in these tender documents on which the tenderer/s bid is based. Tenderer/s Special conditions, not in conformity with the tender specifications/drawings are required to be listed separately with details of exact financial implications, if any. Railways will not take cognizance of conditions/variations from the tender documents or drawings etc. It needs to be emphasized that only such conditions/ stipulations which are at variance with the tender conditions codal provision stipulated in the tender documents need be mentioned, in case tenderer/s choose to stipulate such special conditions taking into account the restrictions mentioned elsewhere in the tender document. Only such special conditions/specifications stipulated by the tenderer/s which have been specifically approved by the Railways in writing shall be deemed to have been accepted by the Railways and shall form part of the Contract Agreement. The tenderer/s conditions / stipulations which are at variance with the tender conditions / codal provisions and not approved / accepted by Railways shall be withdrawn by the tenderer/s.
	METHOD OF QUOTING OF RATES.
11)	Estimated rates for each items of schedule been indicated by railways on the tender schedule.
12)	<p>Tenderer will indicate their rates in the form of % above / at par / % below on overall estimated cost of tender, in the space provided for this at the end of the schedule. Percentage (above / at par / below) should be indicated in figures as well as in words. If it is not quoted by the tenderer the value of Schedule items will be treated at par and accordingly it will be evaluated. If a firm has quoted different percentages in words & figure or incase of any Ambiguity the amount which is advantageous to railways shall be considered and offer has been evaluated accordingly.</p> <p>If any discount is offered, it should be quoted in figures as well as words.</p>
13)	Tender forms not accompanied by the requisite EMD will be summarily rejected.
	<u>OPENING OF TENDERS:</u>
14)	Railways' decision in regard to acceptability of Technical Suitability of the offer shall be final.
15)	If the tenderer fails to abide by the conditions or fails to submit documents as above, their offer is liable to be summarily rejected. No Counter conditions will be accepted to any of the clauses contained in the Tender Documents. Any clause contrary the Railway's Tender Conditions will be ignored and the offer will be evaluated as though the Firm has accepted all the Railway's Clauses in TOTO.
16)	The tenderer should read the conditions carefully and also see the Schedules of supply and works before submitting the offer and also ascertain site conditions and the magnitude of works involved.
17)	All the documents in support of the Minimum Eligibility Criteria including Letter of Acceptance/Work

	Order, Documents showing the nature and total value of work, Completion report, Audited balance sheet, Attested certificate from Government employer, Copy of I.T. return etc. should be submitted along with the bid. Railway reserves the right to make or not to make any further reference to the tenderer regarding the fulfillment of the Minimum Eligibility Criteria and to award the tender only on the basis of the documents submitted by the tenderer along with the bid. The tenderer will not have any claim on this account.
	<u>RATES.</u>
18)	The rates quoted in the offer by the tenderer will be inclusive of basic cost, GST, excise duty, sales tax, service tax interstate tax, works contract tax, transport, loading, unloading charge etc., wherever leviable. Octroi exemption certificates / forms for concessional Sales tax and any other statutory duties shall be issued by the Railway in the name of contractor only, subject to this being permissible under prevailing relevant rules. ‘D’ form for concessional sales tax shall not be issued by railways.
19)	<u>Rates for Items of Works:</u> (i) The rates, entered in the accepted Schedule of Rates 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 Indian Railways Standard General Conditions of Contract, November 2018 52 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. 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. 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.
20)	The price quoted should be firm and no price variation clause will be acceptable. Variation in Statutory levies and duties shall be permissible on production of documentary evidence. Towards this extent, the tenderer should indicate the percentage of components of those items in all-inclusive quoted prices in the absence of which no increase in duties will be permissible.

21)	The liability of the Railways to reimburse excise duty is limited to such sum as may be found legally due and payable in respect of Contract goods after availing the full credit on all the inputs used in the manufacture of the finished products, irrespective of whether the Tenderer has availed the said credit or not. The Tenderer shall pass on to the purchaser, such additional duties as set off as may become available in future in respect of all the inputs used in the manufacture of the final product on the date of supplies under MODVAT scheme by way of reduction of prices and advise in purchaser (Rly.) accordingly.
22)	In specific circumstances if due to delay in inspection by RITES/RDSO or any other unforeseen reason like transporter strike, strike in manufacturer's factory etc., the material to be supplied by the contractor is delayed; such material can be issued to the contractor on purely loan basis, if available against Indemnity Bond, in the concerned depot. However, this will not be contractor's right to get material on loan. Railway reserves the right to refuse to give the material on loan. Any delay against in giving material on loan by the railway or refusal should not cause any delay in progress of work and the contractor cannot escape from his responsibilities in such case. Material on loan should be given only in exceptional cases, if decided by site engineer. If the contractor fails to return such material, the cost of such material will be recovered from the contractor as per railway rules.
	<u>Bid Security</u>
23)	The tenderer shall be required to deposit Bid Security with the tender for the due performance with the stipulation to keep the offer open till such date as specified in the tender, under the conditions of tender. The Bid Security shall be as specified in tender notice.
24)	Contractors are allowed to make payments against this tender towards tender document cost and Bid Security <u>through online payment modes</u> available on IREPS portal like net banking, debit card, credit card etc. Manual payments through Demand draft, Banker's cheque, Deposit receipts, FDR etc. are not allowed. (Rly Bd. L.No.2015/CE-I/CT/5/1 dated 31.08.2016) Bid Security can be submitted as per Clause 5 of IR GCC 2022
	<u>VALIDITY OF TENDER</u>
25)	The tenderer(s) shall keep the offer open for a minimum period of 60 days from the date of opening of the tender. It is understood that the tenderers 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 the DRM (S&T) KOTA of WC Railway. Should the tenderer fail to observe or comply with the forgoing stipulation, the aforesaid amount as earnest money for the due performance of the above stipulations shall be forfeited to the railway.
26)	If his tender is accepted the earnest money will be retained as past security for the due and faithful fulfillment of the contract in terms of clause 16 of the General Conditions of Contract. The Earnest money of other tenders, shall save herein before provided, be returned to them, but the Railway shall not be responsible for any loss or any depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.
	<u>Security Deposit</u>
27)	16. (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.

16.(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) **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), in case applicable.

16. (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.

16.(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.

28)	<p>The documents submitted along with the offer shall be page numbered, signed by the tenderer with their seal. Unsigned documents shall not be considered for evaluation. The copy of the solvency certificate, credential certificate etc., should be attested. The work covered by this tender is urgent safety work required to be completed within the completion period as specified from the date of issue of acceptance letter and hence all measures to curtail the time required for awarding the contract is taken which are considered necessary.</p> <p>Non-adherence to these as well as stipulations of Special Conditions at variance to those specified herein and having financial implications are likely to make their tenders non acceptable.</p>
	<p><u>Performance Guarantee (P.G.) – (As per latest GCC of Indian Railways)</u></p>
	<p><u>PART-II CLAUSE 16.(4) Performance Guarantee</u></p> <p>The procedure for obtaining Performance Guarantee is outlined below:</p> <p>(a) The successful bidder shall have to submit a Performance Guarantee (PG) within 21 (Twenty one) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 21 (Twenty one) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 21 (Twenty one) days, i.e. from 22nd day after the date of issue of LOA. Further, if the 60th day happens to be a declared holiday in the concerned office of the Railway, submission of PG can be accepted on the next working day.</p> <p>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.</p> <p>The failed Contractor shall be debarred from participating in re-tender for that work.</p> <p>(b) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 5% of the contract value: and Additional Performance Guarantee as per clause 16(4)(h) in any of the following forms</p> <p>(i) A deposit of Cash;</p> <p>(ii) Irrevocable Bank Guarantee;</p> <p>(iii) Insurance Surety Bond per Annexure-XVII.</p> <p>NOTE: In case of extension of Date of Completion selected bidder needs to submit extended Insurance Surety Bond/Fresh Insurance surety Bond/fresh Performance Security, in any form as given above, before expiry of existing Insurance Surety Bond.</p>

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

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

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

Insurance Surety Bond for Performance Security

Name of the issuer of surety bond:

President of India,

Acting

through.....,

Railway.

Date:.....

Surety Bond No:.....

Issue Date:.....

Amount of Bond:.....

Expiry Date:.....

WHEREAS, In consideration of the President of India acting through.....(Designation & address of contract signing authority),.....Rail way,..... (hereinafter called "The Railway") having accepted the bid of M/S XXXXX hereinafter called the contractor, for the work of 'XXX' under invitation for bids No XXXX Dated XXXXX, Vide Letter of Acceptance No.....

AND

WHEREAS, the contractor is required to furnish Performance Security for the sum of Rs. XXXX (Rupees .XXXX Only), in the form of Surety Bond, being a condition precedent to the signing of the contract agreement.

SB No:

Date

WHEREAS, we, -----, (Name of insurance company) hereinafter called the Surety, acting through [Designation (s) of the authorised person of the Surety], have, at the request of the M/s. XXXX contractor, agreed to give Bond for performance security/ additional

performance security as hereinafter contained:

1. KNOW ALL MEN by these present that I/We, the undersigned [Insert names(s) of authoized representatives of the Surety], being fully authorized to sign and incur obligations for and on behalf of the Surety, confirm that the Surety, hereby, unconditionally and irrevocably Bond to pay the Railway the full amount in the sum of XXXX((Rupees XXXX Only) as above stated.
2. The Surety 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 Surety shall be final, conclusive and binding, absolute and unequivocal notwithstanding any disputes raised/pending before any Court tribunal, arbitration or any authority or any threatened litigation by the Bidder or Bank.
3. On payment of any amount less than aforementioned full amount, as per demand of the Railway, the Bond shall remain valid for the balance amount i.e. the aforementioned full amount less the payment made to the Railway.
4. The Surety shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the contractor and without the Railway being required to show grounds or give reasons for its demand or the amount demanded.
5. The Surety Bond shall be unconditional and irrevocable.
6. The Bond hereinbefore shall not be affected by any change in the constitution of the Surety or in the constitution of the Contractor.
7. The Surety agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the Railway and the Contractor, will in any way release us from the liability under this Bond; and the Surety, hereby, waives any requirement for notice of any such change, addition or modification to the Surety.
8. This Bond is valid and effective from the date of its issue, which is [insert date of issue]. The Bond and our obligations under it will expire on)A(X)((Expiry Date). All demands for payment under the Bond must be received by us on or before that date.
9. The Surety agrees that the Railways right to demand payment of aforementioned full amount in one instance or demand payments in parts totalling up to the aforementioned full amount

in several instances will be valid until either the aforementioned full amount is paid to the Railway or the Bond is released by Railway before the Expiry date.

10. The Surety agrees that its obligation to pay any amount demanded by the Railway before the expiry of this Bond will continue until the amount demanded has been paid in full.

11. The expressions Surety and Railway hereinbefore used shall include their respective successors, administrators and assigns.

12. The Surety hereby undertakes not to revoke the Bond during its currency, except with the previous consent in writing of the Railway. This Bond is subject to the Uniform Rules for Demand Bonds, ICC Publication No. 758.

13. We, the Surety Insurer, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, tribunal, arbitrator or any other authority.

14. The Bond shall be in addition to and without prejudice to any other security Bond (s) of the contractor in favour of the Railway available with the Railway. The Surety, under this Bond, shall be deemed as Principal Debtor of the Railway.

Notwithstanding anything to the contrary contained in these presents,

a. Our liability under this Surety Bond shall not exceed ,XXXX((Rupees Only).

b. This Surety Bond shall be valid up to)XXXX (*being the date of expiry*);

c. Unless the bank is served a written claim or demand on or before XXXX [date of expiry] all rights under this Bond shall be forfeited and the Surety shall be relieved and discharged from all liabilities under this Bond irrespective of whether or not the original Surety bond is returned to the Surety.

Dated the day of 20XX

15. The Insurance Surety Bond shall be verified by sending mail to
[customer.care@sbgeneral. in].

Bank's Seal and authorized signature(s)

[Name in Block letters]

	<p style="text-align: right;">[Designation with Code No.]</p> <p style="text-align: right;">[P/Attorney] No.</p> <p>Witness</p> <p>1</p> <p>2</p> <p style="text-align: center;">*****</p> <p>[Note: All italicized texts are for guidance on how to prepare this Insurance Surety Bond and shall be deleted from the final document.]</p>
29)	<p>Detailed procedure for forfeiture of performance guarantee, & security deposit in Special cases of non-completion of work.</p> <p>(i) After signing of the agreement and submission of performance guarantee, the work has commenced and the contractor abandons the work without completing it, then performance guarantee shall be encased and security deposit shall be recovered so far shall be forfeited. Balance security shall be recovered from his unpaid dues of the existing contracts with these Railways /other Railways/ other Government apartments.</p> <p>(ii) The agreement signed and the performance guarantee submitted, thereafter the contractor does not commence the work. In such a case, the performance guarantee shall be en-cashed and the amount equal to security deposit shall be recovered from the ongoing contract of the contractor. Further, if the contractor is not the contractor of the Railway then action will be taken for recovery of these dues from other railways/Govt. department.</p> <p>(iii) After the issue of letter of Acceptance the contractor does not come forward to sign the agreement and does not submit the performance guarantee within the stipulated time. In such a case the amount equivalent to performance guarantee shall be recovered from his ongoing contracts. If the contractor is not the contractor of the Railway then action will be taken for recovery of these dues from other railways /Govt. department.</p> <p>(iv) The tenderer withdraws his offer before expiry of his validity period of his offer or issue of acceptance letter, whichever is earlier, and then in such a case his EMD shall be forfeited. In case L-1 withdraws his offer then, tender should also be discharged as per extant instructions.</p> <p>(v) In all the above cases, the failed contractor /tenderer who has withdrawn the offer shall be debarred from participating in the tender of executing the work/balance work. If the failed contractor/ tendered who has withdrawn the offer, is JV or a partnership firm then every member/partner of such firm shall be debarred from participating in the tender for the balance work either in his individual capacity or as a partner of a JV/partnership firm.</p> <p>Note: -</p> <ol style="list-style-type: none"> 1. Bank guarantee- Guarantee deed executed by a bank as surety to secure the due performance of a contract or the due discharge of liability. --- 0.25% of the amount, subject to a maximum of twenty five thousand rupees. (As per GM's Office Legal Cell JBP letter no. WCR/HQ/GA/112/Legal/ Stamp duty Date: 23.01.2015) 2. Confirmation of Bank Guarantee should be obtained. 3. Legal vetting charges of Rs.200/- per documents (bank Guarantee, Power of Attorney, Indemnity

	Bond, Partnership Deed etc.) should be deposited.
	MATERIAL AND WORKMANSHIP
30)	All the materials and workmanship used in the work shall be of extremely good quality and high class in every respect and is expected to give trouble free service.
31)	The equipments/materials as per RDSO specifications are to be procured from the RDSO approved sources and they should be taken from RDSO approved part-I sources only. The equipments/materials as per RDSO specifications from RDSO Part II approved sources should be taken only if there is no part I RDSO sources approved for the same.
32)	Equipment/material in the schedule as per IS specification shall be procured from BIS licensed firms only. In case there are no BIS licensed firms for the scheduled item, the equipment/material are to be procured from manufacturers of repute/their authorized dealers after approval of Engineer-in-charge before supply. (New Clause)
33)	Equipment/material in the schedule where RDSO/IS specification has not been stipulated, shall be procured from manufacturers of repute/their authorized dealers approved by the engineer-in-charge before supply. (New Clause)
34)	Materials required to carry out this work, if supplied by the Railways, will be issued from the nominated Depots. The contractor will have to load, transport these materials to the site of work and unload the material at his own cost. Empty cable drums and balance materials after completion of work, if any should be returned back at the nominated Depot of the nominated Senior Section engineer/SIG/Respective section.
35)	The cost of transit insurance required as per rules will be borne by the tenderer.
36)	As per CSTE/WCR letter No. WCR/N-HQ/150/Works/1,2 &3 Dated 03/07/2014
1)	For works contract of value exceeding 50 lakhs (in which MEC is applicable) Indemnity bond of contract value should be taken for issue of material to contractor and thus no requirement of Bank Guarantee for this purpose.
2)	For works contract of value less than 50 Lakhs B.G of value of 15% of CA value, should be taken as material bank guarantee.
	INSPECTION:
37)	<p>(a) The Electrical Signaling materials, to be supplied by the Tenderer as per RDSO's Specification/ Drawing appearing in the critical list contained in Railway Board's L.No. 74/RS (G)/379/2-Pt. dt. 04.03.1991 & 18.06.1991 will have to be procured from RDSO approved firms only and will be supplied duly inspected by RDSO irrespective of value. This list of critical signaling items is given below: (Modified Clause)</p> <ol style="list-style-type: none"> All types of signaling relays. Block Instruments. Axle Counter equipments. Signal machines. Point Machines. Color light signal transformers. Electrical signal lamps. Voltage stabilizers and other power supply equipment. Electric signal reversers. Signal roundels and lenses. Electric lever lock and circuit controller. Circuit controller. Electric key transmitter. Fuses, Fuse Block & Terminal Blocks (PBT Type). Electric Point and lock detector.

	<p>(b) The Electrical/Mechanical Signaling materials, other than those included in the critical list mentioned above, to be supplied by tenderer and are as per RDSO's specifications/drawings will have to be procured from RDSO approved firms only and will be supplied duly inspected by RDSO/RITES if the value of the item is more than Rs.5 Lakh.</p> <p>However, for non critical items after award of contract, the inspection authority will be consignee if the value for the item comes below Rs. 5 lakhs.</p>
38)	Inspecting agency RDSO/RITES/CONSIGNEE for items to be supplied is given in schedule against each item.
39)	<p>Inspecting agency RDSO/RITES/CONSIGNEE for items to be supplied is given in schedule against each item.</p> <p>(a) Whenever equipment/material as per IS specification in schedule are Inspected by Authorized Representatives of the Railways/ Consignee, the Tenderer will be required to furnish manufacturer's Guarantee Certificate along with test certificates in addition to his own Warranty certificate. (Modified Clause).</p> <p>(b) For equipment/material as per IS specification, if the consignee, after verifying all the documentary evidence, visual inspection, measurement of dimensions/key electrical parameters as applicable and any other checks as per facility available with him, is not fully satisfied and if he considers necessary, he can direct the samples to be tested with approval of Engineer-in-charge as per the specifications given in the schedule in a laboratory. The laboratory will be approved by Engineer-in-charge and shall be a BIS approved laboratory. (New clause).</p> <p>(c) All expense towards test charges shall normally be borne by Railways. However if the samples are found inferior when compared to stipulated specification/drawing, the test charges shall be borne by the contractor. (New Clause).</p>
40)	All other equipment/material, where neither RDSO/IS specification are stipulated, and which are to be supplied with consignee inspection shall be procured from manufacturers of repute/their authorized dealers approved by the Engineer-in-charge before supply. In such cases, if the tenderer is not able to furnish manufacturer guarantee certificate and test certificate for e.g. for items being procured through open market, the tenderer shall furnish his guarantee & warranty for these items. (New Clause).
41)	The Railway shall have full power to reject any material that it may consider to be defective or inferior in quality, workmanship or otherwise not in accordance with the Specification and the Railway's decision shall be final, even though they might have been inspected by RDSO/RITES. The Tenderer shall remove forthwith any such material rejected and replace them promptly at his own cost
42)	Inspecting agency RDSO/RITES/CONSIGNEE for items to be supplied is given in schedule against each item.
43)	Inspection Charges of RDSO and RITES will be borne by the Railways.
44)	<p>The warranty/guarantee for supply items shall be as per respective RDSO specifications. However, if RDSO specification is not available or the specification does not mention warranty/guarantee period, the condition shall be in accordance with IRS Specification No. S-23 which is reproduced below.</p> <p>IRS specification S-23 Para 18.1 -The contractor shall warrant the material covered by this specification to be free from defects in design material and workmanship under ordinary used and service, his obligation under this warranty being limited to replace free of cost, those parts which shall be found defective within one year after delivery to the purchaser . this warranty shall not apply to any apparatus which shall have been repaired or altered in any way by any other than the manufacture there of ,so as to affect in the contractor's judgement, its proper functioning or reliability , or which has been subjected to misuse negligence or accident.</p>
45)	For telecom items, the following guidelines issued by Board vide their L. No. 2006/Tele/TC/I dtd. 17.04.2006 shall be adhered to : (New Clause)

	<p>a) All the materials with TEC/BSNL specification and procured from TEC/BSNL approved firms (approved for bulk supply and not as interface approval) shall also be inspected by RDSO provided the cost of the material is more than `Rs.5 lakh.</p> <p>b) All the materials with TEC/BSNL specification and procured from sources not approved TEC/BSNL (including firms having only interface approval) shall also be inspected by RDSO provided the cost of the material is over ` 5 lakhs. However, in such cases RDSO shall carry out prototype approval before taking up regular inspection.</p> <p>c) Sophisticated telecom items as an exception can also be taken up for inspection by RDSO as per Railway's specification. The approval acceptance test format shall have to be supplied by Railways duly approved by the concerned CSTE.</p> <p>d) RDSO shall not inspect "Test Measuring" equipments, Electronic exchanges/intercom auto telephones and spare parts of all telecom equipments. The same may be inspected by Railway's representative as nominated by Zonal Railways.</p>
46)	A separate contract wise register must be maintained, where record of consignee inspection carried out like visual check, measurement of dimensions/key electrical parameters wherever applicable and any other checks as per facilities available, should be entered by the consignee, for consignee inspected items. (New Clause)
47)	Items not inspected by RDSO/ RITES for any reason, will be inspected by the Consignee / Authorized Representatives of Railways.
48)	<p><u>TIME SCHEDULE FOR COMPLETION OF WORK:</u></p> <p>1. Time is the essence of this Contract and time schedule shall be strictly adhered to. <u>The entire work as per the Contract will have to be completed within (12 months) from the date of issue of acceptance letter.</u> The Contractor will be responsible for progress of work on progressive basis from the date of issue of acceptance letter. Since the progress of work is critically related to the supply of material by the Contractor, he will have to supply the materials on a progressive basis, if not in one lot so as to ensure physical progress at stations on a progressive basis, according to the time schedule indicated below from the date of issue of acceptance letter. It would be clearly borne in mind that the works which are not dependent upon the receipt of materials duly inspected by RDSO/RITES are to be progressed and completed well before to avoid accumulation of work towards the fag end. Railways will also consider imposition of penalty in the case of default of achieving this rate of progress. However, even if penalty is imposed for failure in achieving this specified rate of progress, the Contractor, if makes up for loss of time and completes the entire work within this stipulated completion period, then the penalty imposed may be waived off. Work will be carried out under traffic condition. All the preparatory works like cable laying, termination and wiring to the extent possible will be completed under the supervision of the Section Engineer incharge of work, after which commissioning will be carried.</p>
49)	<p>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:</p> <p>(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</p>

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

	<p>date(s) as specified in the contract. If the Contractor fails to complete the works within the time as specified in the contract for the reasons other than the reasons specified in Clause 17 and 17A, the Railway may, if satisfied that the works can be completed by the Contractor within reasonable short time thereafter, allow the Contractor for further extension of time (Proforma at Annexure-VII) as the Engineer may decide. On such extension the Railway will be entitled without prejudice to any other right and remedy available on that behalf, to recover from the Contractor as agreed damages and not by way of penalty for each week or part of the week, a sum calculated at the rate of Liquidated damages as decided by Engineer, between 0.05% to 0.30% of contract value of the works for each week or part of the week.</p> <p>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.</p> <p>Provided further, that if the Railway is not satisfied that the works can be completed by the Contractor and in the event of failure on the part of the contractor to complete the work within further extension of time allowed as aforesaid, the Railway shall be entitled without prejudice to any other right or remedy available in that behalf, to appropriate the contractor's Security Deposit and rescind the contract under Clause 62 of these Conditions, whether or not actual damage is caused by such default.</p> <p>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.</p>
50)	PAYMENT :
51)	Payment of on account bill for the Tendered work will be arranged by the Sr. Divisional Signal & Telecom Engineer Kota, in charge of the work through the associate Accounts Officer.
A	For Supply items having execution items –
1	90% of the accepted cost of material supplied will be paid when the materials are supplied subject to furnishing of Inspection certificate and receipt ordered, by the nominated consignee.
2	5% of the balance payment for schedule A of schedule shall be made after completion of execution done of that particular item by the contractor.
3	5% of the balance payment for schedule A of schedule shall be made after complete commissioning of the system.
B	For Supply items having no execution items –
1	100% of the accepted cost of material supplied will be paid when the materials are supplied subject to furnishing of Inspection certificate and receipt ordered, by the nominated

	consignee
C	For the item of designing / installation /erection and item having supply & execution 100% payment will be made after completion of the activity, acceptable to the Railways.
D	Wherever the Central/State makes it obligatory for the Railway to deduct any amount towards sales tax, works contract tax, the same will be deducted in addition to the income tax and remitted to the concerned authority.
E	Where subcontractor are providing works contract services to the main contract for completion of the contract, there service tax is not leviable on work contract services provided by sub contractor and in those cases insertion of condition/clause regarding necessity of service tax registration should not be insisted upon. (CPDE/WCR Letter no. W-HQ/WG/Service Tax/53 dated 25.03.2013)
F	The Tenderer may please noted that in case agreement value is exceeded due to variation in quantity during execution of work, following reduction will be made from the bills accordingly. For the first 15 % increase in the value beyond 25% of agreement value, the rates will have a reduction of 2% in the incremental value of the agreement and for the next 10% increase in the value rates will have as additional reduction of 2% in the further incremental value of the agreement.
G	The Railway reserves the right to split / delete certain items of the tender without assigning any reason.
52)	However the payment against Clause 54 of special conditions can be released against bank guarantee of equal amount on the discretion of the competent authority, if commissioning is held up on railway's account for a period of more than 3 months after the installation is tested and kept ready for commissioning by the contractor to the full satisfaction of the railways.
53)	Wherever the Central/ State makes it obligatory for the Railway to deduct any amount towards sales tax, works contract tax etc., the same will be deducted in addition to the income tax and remitted to the concerned authority.
54)	<p><u>DETERMINATION OF CONTRACT As Per INDIAN RAILWAYS STANDARD GENERAL CONDITIONS OF CONTRACT,</u></p> <p><u>Clause</u></p> <p><u>Clause</u> 61. (1) Right of Railway to Determine the Contract</p> <p><u>Clause</u> 61.(2) Payment on Determination of Contract</p> <p><u>Clause</u> 61.(3) No Claim on Compensation</p> <p><u>Clause</u> 62. (1) Determination of Contract owing to Default of Contractor</p> <p><u>Clause</u> 62 (2) Right of Railway after Rescission of Contract owing to Default of Contractor</p> <p>GENERAL OBLIGATIONS</p> <p>2. (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.</p> <p>2.(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</p>

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.

2. (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. 3. (1) Law Governing the Contract: The contract shall be governed by the law for the time being in force in the Republic of India.

3.(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.

3.(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).

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.

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.

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.

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

	<p>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:</p> <p>(a) (i) The Contractor shall not sub- contract the Works comprising more than 40% (forty per cent) of the Contract Price and shall carry out Works for at least 60% (sixty percent) of the total Contract Price directly under its own supervision and through its own personnel. The Parties expressly agree that- for the purposes of computing the value of sub-contracts under this Clause 3.2.1, the Contract Price shall exclude any sub-contract for the procurement of goods and equipment like [rails, sleepers and track fittings, signaling and telecommunication & Power supply equipment]. The Parties agree that al obligations and liabilities under this Agreement for the entire Railway Project shall at all time remain with the Contractor. {The Parties agree that works equal to at least 30% (thirty per cent) of the Contract Price shall be discharged solely by the Lead Member.}</p> <p>Procurement of material, hire of equipment or engagement of labour by prime contractor or procuring entity will not mean sub-contracting, May be deleted if the Contractor is not a Consortium/Joint Venture.</p> <p>(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</p>
55)	<p>GCC Clause : Variations In Quantities During Execution Of Works Contracts : The procedure detailed below shall be adopted for dealing with variations in quantities during execution of works contracts:</p>
56)	<p style="text-align: center;">VARIATIONS IN EXTENT OF CONTRACT</p> <p>41. Modification to Contract to be in Writing: In the event of any of the provisions of the contract required to be modified after the contract documents have been signed, the modifications shall be made in writing and signed by the Railway and the Contractor and no work shall proceed under such modifications until this has been done. Any verbal or written arrangement abandoning, modifying, extending, reducing or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on the Railway unless and until the same is incorporated in a formal instrument and signed by the Railway and the Contractor, and till then the Railway shall have the right to repudiate such arrangements.</p> <p>42.(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</p>

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.

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

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

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

a. Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender;

b. Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;

c. Variation in quantities of individual items beyond 150% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.

d. Variation to quantities of Minor Value Item:

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

d.(i) Quantities operated upto and including 100% of the agreement quantity of the concerned minor value item, shall be paid at the rate awarded for that item in that particular tender;

d.(ii) Quantities operated in excess of 100% but upto 200% of the agreement quantity of the concerned minor value item, shall be paid at 98% of the rate awarded for that item in that particular tender;

d.(iii) Variation in quantities of individual minor value item beyond 200% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.

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

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

	42.(3) Valuation of Variations: The enlargements, extensions, diminution, reduction, alterations or additions referred to in Sub-Clause (2) of this Clause shall in no degree affect the validity of the contract; but shall be performed by the Contractor as provided therein and be subject to the same conditions, stipulations and obligations as if they had been originally and expressly included and provided for in the Specifications and Drawings and the amounts to be paid therefor shall be calculated in accordance with the accepted Bill(s) of Quantities. Any extra item(s)/quantities of work falling outside the purview of the provisions of Sub-Clause (2) above shall be paid for at the rates determined under Clause-39 of these Conditions.
	GENERAL
57)	At the time of commissioning sufficient number of manpower along with tools and measuring instruments shall be arranged by the tenderer and prior approval of Engineer-in-charge should be taken.
58)	The installation, testing and charging of the complete system should be done by authorized technically competent representatives of the tenderer approved by Engineer-in-charge.
59)	The Contractor shall do no work that may interfere with train traffic until adequate protection has been arranged as per the instructions of the Site Incharge.
60)	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." <u>Addendum & Corrigendum Slip (ACS) to General Conditions of Contract (Ref: Railway Board's letter No.2012/CE-I/CT/O/22 dated 14.12.2012) Clause 55-B to GCC : Provisions of Employees Provident Fund and Miscellaneous Provisions Act 1952:</u>
61)	In terms of Provision of New clause 26A.1 to the General Condition of Contract (GCC), contractor shall also employ following Qualified Engineers during execution of the allotted work: (a) One Qualified Graduate Engineer when cost of work to be executed is Rs 200 lakh and above, and (b) One Qualified Diploma Holder Engineer when cost of work to be executed is more than Rs. 25 lakh, but less than Rs. 200 lakh.
62)	Further, in case the contractor fails to employ the Qualified Engineer, as aforesaid in para 3 above, he in terms of provision of clause 26A.2 to the General Condition of Contract, 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 Para3 (a) and 3 (b) above respectively.
63)	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 SAF Officer, for reasons to be recorded in writing
64)	This issues with the concurrence of the Finance Directorate of the Ministry of Railways. <u>Addendum & Corrigendum Slip (ACS) to General Conditions of Contract (Ref: Railway Board's letter No.2012/CE-I/CT/O/20 dated 10.05.2013)</u>
65)	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 & laborers in or about the execution of any of these works as are careful and skilled in the various trades.
66)	The Contractor shall at once remove from the works any agents, permitted sub-contractor, supervisor,

	workman or laborer 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.																																
67)	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. <u>(Clause 26 to GCC – Provision of Efficient And Competent Staff At Work Sites By The contractor.)</u>																																
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70)	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” by the tender inviting authority.” <u>Clause 26A to GCC – Deployment Of Qualified Engineers At Work Sited By the Contractor :</u>																																
71)	<p>Clause 26A.3 of GCC speaks that number 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 by the tender inviting authority , hence in accordance to Para No. 3(a) & (b) of Railway Board letter no. 2012/CE-I/CT/020 dated 10.05.2013 , no. of qualified engineer required to be deployed by the contractor for various activity in the works contract approved by the competent authority are as below.</p> <table><tr><th>Sr. Nos.</th><th>Cost of contract</th><th>Deployment of qualified diploma holder (Nos.)</th><th>Deployment of qualified Graduate Engineer (Nos.)</th></tr><tr><td>1.</td><td>Less than 25 lakhs</td><td>Nil</td><td>Nil</td></tr><tr><td>2.</td><td>From 25 lakhs to 2 Crores</td><td>1</td><td>Nil</td></tr><tr><td>3.</td><td>From 2 Crores to 4 Crores</td><td>Nil</td><td>1</td></tr><tr><td>4.</td><td>From 4 Crores to 6 Crores</td><td>1</td><td>1</td></tr><tr><td>5.</td><td>From 6 Crores to 8 Crores</td><td>2</td><td>1</td></tr><tr><td>6.</td><td>From 8 Crores to 10 Crores</td><td>2</td><td>2</td></tr><tr><td>7.</td><td>For more than 10 Crores</td><td colspan="2">One additional diploma holder for every 2 Crores or Part of it</td></tr></table>	Sr. Nos.	Cost of contract	Deployment of qualified diploma holder (Nos.)	Deployment of qualified Graduate Engineer (Nos.)	1.	Less than 25 lakhs	Nil	Nil	2.	From 25 lakhs to 2 Crores	1	Nil	3.	From 2 Crores to 4 Crores	Nil	1	4.	From 4 Crores to 6 Crores	1	1	5.	From 6 Crores to 8 Crores	2	1	6.	From 8 Crores to 10 Crores	2	2	7.	For more than 10 Crores	One additional diploma holder for every 2 Crores or Part of it	
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72)	In case the contractor fail to employ the Qualified Engineer as per requirement of the work, he shall be liable to pay an amount of Rs. 40000/- per engineer and Rs. 25000/- per diploma holder for each month or part of thereof for the default period as per Para-4 of Railway Board letter no. 2012/CE-I/CT/020 dated 10.05.2013, which is in terms of provisions of Clause 26A.2 of the GCC. <u>(As per CSTE letter No. WCR/N-HQ/150/Wks/Policy/14 Pt-IV Dated 28.02.2014)</u>																																
a)	<u>PROTECTION AT WORK AT WORK SITE:</u> - The contractor shall do no work that may interfere with train traffic until adequate protection has been arranged as per the instruction of the Site in charge.																																
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c)	The railway officers / staff will be associated with the testing & commissioning of the work. Railway staff may have tools and measuring instruments for ascertaining the exact value and for railway work.														
d)	The contractor having more than 19 labour, is required to obtain the labour license from the licensing Officer under provision of Contract Labour (Regulation and Abolition) Act 1970 read with Contract labour (Regulation and Abolition) Central Rules 1970. They should obtain a proper and valid labour license for the concerned work from the concerned Asst. labour Commissioner or licensing officer of the area and the photo copy of the labour license must be submitted to Railway for records. Failure to do so, will attract legal action against the tenderer.														
e)	<p>Service Tax Registration under Finance Act 1994: In case of contract for services, covered within the ambit of taxable services and for value exceeding ` 10 lakhs , the contract will be awarded only to such service providers who are holding a valid Services Tax Registration Number. A copy of certificate in this reference shall be enclosed with Tender documents.</p> <p>The services which are in ambit of taxable services are listed below:-</p> <table><tr><td>SN</td><td>Services in the ambit of service tax</td><td>Equivalent S&T work outsourced</td></tr><tr><td>1</td><td>Maintenance/Work of repair service</td><td>Repairing & Maintenance/Work activity outsourced.</td></tr><tr><td>2</td><td>Rent on a cab scheme operation</td><td>Hired road vehicles</td></tr><tr><td>3</td><td>Transport of Goods by Road</td><td>Transportation contract for material</td></tr></table> <p>All the above services are in the ambit of taxable services, as such, only those offers shall be treated as valid in which the tenderer/ firm has a valid Services Tax Registration Number as per Rule-4, under section 66 of Finance act 1994.</p>			SN	Services in the ambit of service tax	Equivalent S&T work outsourced	1	Maintenance/Work of repair service	Repairing & Maintenance/Work activity outsourced.	2	Rent on a cab scheme operation	Hired road vehicles	3	Transport of Goods by Road	Transportation contract for material
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2	Rent on a cab scheme operation	Hired road vehicles													
3	Transport of Goods by Road	Transportation contract for material													
g)	<p>Arbitration :- WILL BE GOVERNED AS PER IRGCC APRIL 2022 AND ITS CORRECTION SLIP</p> <p>IRGCC Clause 64.(3) : Appointment of Arbitrator:</p> <p>IRGCC Clause 64.(3)(a) : Appointment of Arbitrator where applicability of section 12 (5) of Arbitration and Conciliation Act has been waived off:</p> <p>IRGCC Clause 64.(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.</p>														

102	<p>Labour Payment:- As per letter of Dy.CVO/Account/JBP to ensure labour payment as per minimum wages act. Contractor has to arrange labour payment through Bank account and certificate in this reference is to be submitted while claiming the payment. Being principal employer railway may demand the documentary evidence in this reference at any instant. (New clause)</p> <p>(Dy.CVO/Account/JBP L. No. WCR/Vig-HQ/VI/Account/2015070077 dated 10.08.2014)</p>
<p>Bank details of firms for ECS (EFT/N/NEFT) on bills. Annexure-1</p> <ol style="list-style-type: none"> 1. Name of the Contractor/Supplier/Vendor/Party 2. Core Banking Account number and Type of account 3. Name & Place of Bank 4. Branch Name 5. Branch Code 6. IFSC code 7. MICR Code 8. PAN Number 9. TIN Number 10. Mobile/ Phone Number 11. Xerox Copy of Cheque in support of above details 	

REGULATION FOR TENDERS AND CONTRACTS CONTENTS

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	REGULATIONS FOR TENDERS AND CONTRACTS
	FOR THE GUIDANCE OF ENGINEERS AND CONTRACTORS
	FOR ENGINEERING WORKS
	MEANING OF TERMS

1.1)	These Regulations for Tenders and Contracts, shall be read in conjunction with the General conditions of Contract which are referred to herein and shall be subject to modifications, additions or super session by special conditions of contract and/or special specifications, if any annexed to the Tender Forms.
1.2)	<p>Definition: - In these Regulations for Tenders and Contracts the following terms shall have the meanings assigned hereunder except where the context otherwise requires: -</p> <p>a) "Railway" shall mean the President of the Republic of India or the Administrative Officers of the West Central Railway or of the Successor Railway authorized to deal with any matters which these presents are concerned on his behalf. .</p> <p>b) "General Manager" shall mean the Officer incharge for the general Superintendence and control of the Railway and shall also include the General Manager (Construction) and shall mean and include their successors, of the Successor Railway.</p> <p>c) "Chief Engineer" shall mean the Officer incharge of the Engineering Department of West Central Railway and shall also include the Chief Engineer (Construction), Chief Signal and Telecommunication Engineer, Chief Signal and Telecommunication Engineer (Construction), Chief Electrical Engineer and Chief Electrical Engineer (Construction) and shall mean & include their successors of the Successor Railway.</p> <p>d) "Divisional Railway Manager" shall mean the Officer incharge of a Division of the West Central Railway and shall mean and include the Divisional Railway Manager of the Successor Railway.</p> <p>e) "Engineer" shall mean the Divisional Engineer or the Executive Engineer, Divisional Signal & Telecommunication Engineer, Divisional Signal & Telecommunication Engineer (Constructions), Divisional Electrical Engineer and Divisional Electrical Engineer (Construction), in executive charge of the works and shall include the superior officer of the Engineering, Signal & Telecommunication, and Electrical Department of Railway; i.e. the Senior Divisional Engineer/Deputy Chief Engineer/Chief Engineer / Chief Engineer (Construction), Senior Divisional Signal and Telecommunication Engineer/ Deputy Chief Signal and Telecommunication Engineer / Chief Signal & Telecommunication Engineer / Chief Signal & Telecommunication Engineer (Construction), Senior Divisional Electrical Engineer/Deputy Chief Electrical Engineer/Chief Electrical Engineer (Construction)/ and shall mean and include the Engineers of the Successor Railway.</p> <p>f) "Tenderer" shall mean the Person/the firm/co-operative or company whether in-corporate or not who tenders for the works with a view to execute the works on contract with the Railway and shall include their personal representatives, successors and permitted assigns.</p> <p>g) "Limited Tenders" shall mean tenders invited from all or some Contractors on the approved or select list of contractors with the Railway.</p> <p>h) "Open Tenders" Shall mean the tenders invited in open and public manner and with adequate notice.</p> <p>i) "Works" shall mean the works contemplated in the drawings and schedules set forth in the tender forms and required to be executed according to specifications.</p> <p>j) "Specifications" Shall mean the specifications for Materials and works of the Central Railway as specified in Part III of the Works Hand Book issued under the authority of the</p>

	<p>Chief Engineer or as amplified added to or superseded by special specification if any appended to the Tender Forms.</p> <p>k) "Schedule of Rates of the Central Railway" shall mean the schedule of Rates issued under the authority of the Chief Engineer from time to time</p> <p>l) "Drawings" shall mean the maps, drawings, plans and tracings or prints thereof annexed to the Tender Forms.</p>
1.3)	Words importing the singular number shall also include the plural and vice versa where the context requires.
2.1)	<p>Application for registration:- Works of construction and of supply of material shall be entrusted for execution to contractors whose capabilities and financial status have been investigated and approved to the satisfaction of the Railway. For this purpose, list of approved contractor shall be maintained in the Railway. The said list shall be revised periodically once in a year or so by giving wide publicity through advertisements etc.</p> <p>A Contractor including a contractor who is already on the approved list shall apply to the nearest General Manager (Construction), Chief Administrative Officer (Construction), Divisional Railway Manager, Chief Engineer/ Chief Engineer (Construction), Chief Signal and Telecommunication Engineer/Chief Signal & Telecommunication Engineer (Construction) and Chief Electrical Engineer/Chief Electrical Engineer (Construction), furnishing particulars regarding: -</p> <p>a) His position as an independent contractor specifying Engineering organisation available with details or Partners/Staff/Engineers employed with qualifications and experience;</p> <p>b) His capacity to undertake and carry out works satisfactorily as vouched for by a responsible official or firm, with details about the transport equipments, construction tools and plants, etc., required for the work, maintained by him;</p> <p>c) His previous experience of works similar to that to be contracted for, in proof of which original certificates or testimonials may be called for and their genuineness verified if needs be, by reference to the signatories thereof;</p> <p>d) His knowledge from actual personal investigation of the resources of the area/zone or zones in which he offers to work;</p> <p>e) His ability to supervise the work personally or by competent and duly authorised agents;</p> <p>f) His financial position;</p> <p>g) Authorized copy of the current Income-tax Clearance Certificate.</p>
2.2)	An applicant shall clearly state the categories of works for which and the area/zone/division (s)/district (s) in which he desires registration in the list of approved contractors.
2.3)	The selection of Contractors for enlistment in the approved list would be done by a committee for different value slabs as notified by Railway.
2.4)	An annual fee as prescribed by the Railway from time would be charged from such approved contractors to cover the cost of sending notices to them and clerkage for tenders, etc.
2.5)	The list of approved contractors would be treated as confidential office record.

	<u>TENDERS FOR WORKS:</u>
3)	<p>Tender Form: - Tender Forms shall embody contents of the contract documents either directly or by reference, and shall be as per specimen form, Annexure I. tender Forms shall be issued on payment of the prescribed fees to the appropriate contractor on the list of approved contractors. Contractors not on the list of approved contractors, will on payment of the prescribed fees, be furnished with tender forms and they shall be required to submit evidence regarding their financial status, previous experience and ability to execute the works, and an authorized copy of current Income Tax Clearance Certificate without which their tenders will not be considered.</p>
4)	<p>Omissions and Discrepancies: - Should a tenderer find discrepancies in, or omissions from the drawings or any of the Tender Forms or should be in doubt as to their meaning, he should at once notify the authority inviting tenders who may send a written instruction to all tenderers. It shall be understood that every endeavor has been made to avoid any error which can materially affect the basis of the tender and the 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.</p>
5)	<p>Bid Security: - The tenderer shall be required to deposit Bid Security with the tender for the due performance up the stipulation to keep the offer open till such date as specified in the tender, under the conditions of tender. The Bid Security shall be 2% of the estimated tender value as indicated in the Tender Notice. The Bid Security shall be rounded to the nearest ₹ 10. This Bid Security shall be applicable for all modes of tendering.</p> <p>a) It shall be understood that the tender documents have been sold/ issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after his tender he will not resale from his offer or modify the terms and conditions thereof in a manner not acceptable to the Engineer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the Railway.</p> <p>b) If his tender is accepted this Bid Security mentioned in sub clause (a) above will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the General Conditions of Contract. The Bid Security of other tenderer shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.</p>
6)	<p>Care in Submission of Tenders.</p> <p>(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.</p> <p>(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.</p>

	<p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(a) (v) <i>Contractor shall be liable to pay/refund the amount collected as GST to the Indian Railways along with interest and penalties, if any imposed by the authorities, in case GST input tax credit of Indian Railways is denied/rejected by the tax authorities due to reasons mentioned below but not limited to:</i></p> <p><i>Wrong/incorrect invoice issued by Contractor; No-filing of GST returns; Non-payment of GST collected from Indian Railways to the authorities; Any other non-compliance done by Contractor;</i></p> <p>General Indemnity: <i>Contractor hereby agrees to indemnify and hold harmless the Indian Railways from and against any and all losses, including loss on account of Input Tax Credit and all losses incurred by the Indian Railways relating to or arising out of or in connection with any actual or threatened claim, legal action, proceedings, prosecution or inquiry by or against the Indian Railways arising out, directly or indirectly, of failure by the contractor to comply with the provisions of GST and related laws, or based upon or arising from any failure by the Contractor.</i></p> <p>Retention Money: <i>Any payment liable to be paid by Indian Railways to contractor against the goods or services or both supplied by such contractor to Indian Railways shall be kept on hold in case supplier makes any non-compliance of any of the GST law provisions including non-reporting of invoices in GST returns. Such payment shall be released after proper verification of records and availability of ITC to Indian Railways as per provisions of GST Law.</i></p>
7)	<p>CLAUSE 7 - CONSIDERATION OF TENDERS</p> <p>7. 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.</p>

	<p>7A. Two Packets System of Tendering: With a view to assess the tenders technically without being influenced by the financial bids, 'Two Packets System of tendering' shall be adopted wherein tender documents provide for the same.</p> <p>7B. Pre Bid Conference: Intenders having advertised value more than Rs 50 Crore or as mentioned in the tender document, Railway shall conduct Pre Bid Conference(s) with the prospective bidders.</p> <p>7C. Make in India Policy: Provisions of Make in India Policy 2017 issued by Govt. of India, as amended from time to time, shall be followed for consideration of tenders.</p> <p>7D. Permission to Bid for a bidder from a country which shares Land boundary with India: Any bidder from the countries sharing a land border with India will be eligible to bid in any procurement of works (including turnkey projects) only if the bidder is registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT), Government of India. For interpretation of this para, Department of Expenditure, Ministry of Finance, Government of India letter F.No.6/18/2019-PPD dated 23/07/2020 shall be referred.</p> <p>7E. Clarification of Bids: To assist in the examination, evaluation & comparison and pre-qualification of the Tender, the Railway may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Railway shall not be entertained or considered. The Railway request for clarification and the response of the bidder in this regard shall be in writing.</p> <p>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.</p>
	<u>CONTRACT DOCUMENTS</u>
8)	<p>CLAUSE 8. Execution of Contract Document: The Tenderer whose tender is accepted shall be required to appear in person at the office of General Manager/General Manager (Construction), Chief Administrative Officer (Construction), Divisional Railway Manager or concerned Engineer, as the case may be, or if tenderer is a firm or corporation, a duly authorized representative shall appear (there would be no need for appear in person if agreement is signed digitally) and execute the contract agreement within seven days of notice from Railways that the Contract Agreement is ready. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender. The Contract Agreement shall be entered into by Railway only after submission of valid Performance Guarantee by the Contractor. In such cases the Railway may determine that such tenderer has abandoned the contract and there upon his tender and acceptance thereof shall be treated as cancelled and the Railway shall be entitled to forfeit the full amount of the Bid Security and other dues payable to the Contractor under this contract. The failed Contractor shall be debarred from participating in the re-tender for that work.</p>

9)	CLAUSE 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).
	<p style="text-align: right;">ANNEXURE - I</p> <p style="text-align: center;">WEST CENTRAL RAILWAY</p> <p style="text-align: center;">TENDER FORM (First Sheet)</p> <p>Tender No. KOTA-SNT-SIG-2025-32</p> <p>Name of Work _____</p> <p>To _____</p> <p>The President of India</p> <p>Acting through the _____ Railway</p> <p>I/We _____ have read the various conditions to tender attached hereto and agree to abide by the said conditions. I/We also agree to keep this offer open for acceptance for a period of 60 days from the date fixed for closing of the tender and in default thereof, I/We will be liable for forfeiture of my/our "Bid Security". I/We offer to do the work for WC 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.</p> <p>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.</p> <p>3. A Bid Security of Rs. XXXX 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:</p> <p>(a) I/We do not submit the Performance Guarantee within the time specified in the Tender document;</p> <p>(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</p> <p>(c) I/We do not commence the work within fifteen days after receipt of orders to that effect.</p> <p>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</p>

	<p>..... (Copy enclosed) and hence exempted from submission of Bid Security.</p> <p>5. We are a Labour Cooperative Society and our Registration No. is withand hence required to deposit only 50% of Bid Security.</p> <p>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.</p> <p style="text-align: right;">_____ Signature of Tenderer(s)</p> <p style="text-align: right;">Date _____</p> <p style="text-align: right;">Address of the Tenderer(s)</p> <p style="text-align: right;">_____</p>
	<p style="text-align: right;">ANNEXURE - I (Contd. ...)</p> <p style="text-align: center;">TENDER FORM (Second Sheet)</p> <p>1. Instructions to Tenderers and Conditions of Tender: The following documents form part of Tender / Contract:</p> <p>(a) Tender Forms – First Sheet and Second Sheet</p> <p>(b) Special Conditions/Specifications (enclosed)</p> <p>(c) Bill(s) of quantities (enclosed)</p> <p>(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 _____ or obtained from the office of the Chief Engineer, _____ Railway on payment of prescribed charges.</p> <p>(e) Standard Schedule of Rates (SSOR) as amended / corrected upto latest correction slips, copies of which can be seen in the office of _____ or obtained from the office of the Chief Engineer, _____ Railway on payment of prescribed charges.</p>

- (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 _____ and / or Chief Engineer, _____ 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 _____ Railway as applicable to _____ 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 _____ months from the date of issue of acceptance letter.

6. Bid Security:

(a) 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.

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

(c) If his tender is accepted,

	<p>(ii) the Bid Security mentioned in sub para(a) above deposited in cash through e-payment gateway will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract;</p> <p>(iii) the Bid Security mentioned in sub para(a) above submitted as Bank guarantee bond, will be encashed as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract.</p> <p>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.</p> <p>(d) In case Contractor submits the Term Deposit Receipt/Bank Guarantee Bond towards either the Full Security Depositor the Part Security Deposit equal to or more than Bid Security, the Railway shall return the Bid Security so retained as per sub para(c) above, to the Contractor.</p> <p>7. Rights of the Railway to deal with Tender: The authority for the acceptance of the tender will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest tender or any other tender, and tenderer(s) shall neither demand any explanation for the cause of rejection of his/ their tender nor the Railway to assign reasons for declining to consider or reject any particular tender or tenders.</p> <p>8. If the tenderer(s) deliberately gives / give wrong information in his / their tender or creates / create circumstances for the acceptance of his / their tender, the Railway reserves the right to reject such tender at any stage.</p> <p>9. If any partner(s) of a partnership firm expires after the submission of its tender or after the acceptance of its tender, the Railway shall deem such tender as cancelled/contract as terminated under clause 61 of the Standard General Conditions of Contract, unless the firm retains its character as per partnership agreement. If a sole proprietor expires after the submission of tender or after the acceptance of tender, the Railway shall deem such tender as cancelled / contract as terminated under clause 61 of the Standard General Conditions of Contract.</p>
	<p>12. Non-compliance with any of the conditions set forth therein above is liable to result in the tender being rejected.</p> <p>13. Execution of Contract Documents: The successful Tenderer(s) shall be required to execute an agreement with the President of India acting through the _____, _____ Railway for carrying out the work according to the Standard General Conditions of Contract, Special Conditions / Specifications annexed to the tender and Standard Specifications (Works and Materials) of Railway as amended/corrected upto latest</p>

correction slips, mentioned in tender form (First Sheet).

14. Documents to be Submitted Along with Tender

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

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

(a) Sole Proprietorship Firm:

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

(b) HUF:

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

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

(c) Partnership Firm:

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

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

(e) Company registered under Companies Act 2013:

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

(ii) A copy of Certificate of Incorporation

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

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

(f) LLP (Limited Liability Partnership):

(i) A copy of LLP Agreement

(ii) A copy of Certificate of Incorporation

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

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

shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.

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

(g) Registered Society & Registered Trust:

(i) A copy of Certificate of Registration

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

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

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

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

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

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

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

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

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

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

	<p><i>Note: A Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Appostille certificate.</i></p>
	<p>CLAUSE 16; Employment/Partnership etc. of Retired Railway Employees:</p> <p>(a) Should a tenderer</p> <p>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</p> <p>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</p> <p>iii) being an incorporated company have any such retired Engineer of the gazetted rank or any other gazetted officer working before his retirement as one of its directors</p> <p style="text-align: center;">AND</p> <p>in case where such Engineer or officer had not retired from government service at least 1 year prior to the date of submission of the tender</p> <p style="text-align: center;">THEN</p> <p>the tenderer will give full information as to the date of retirement of such Engineer or gazetted officer from the said service and as to whether permission for taking such contract, or if the Contractor be a partnership firm or an incorporated company, to become a partner or director as the case may be, has been obtained by the tenderer or the Engineer or officer, as the case may be from the President of India or any officer, duly authorized by him in this behalf, shall be clearly stated in writing at the time of submitting the tender.</p> <p>b) In case, upon successful award of contract, should a tenderer depute for execution of the works under or to deal matters related with this contract, any retired Engineer of gazette rank or retired gazetted officer working before his retirement in the</p>

	<p>Engineering or any other department of any of the railways owned and administered by the President of India for the time being, and now in his employment, then the tenderer will ensure that retired Engineer or retired gazetted officer had retired from government service at least 1 year prior to the date of his employment with tenderer and in case he had retired from service within a year then he possesses the requisite permission from the President of India or any officer, duly authorized by him in this behalf, to get associated with the tenderer.</p> <p>c) Should a tenderer or Contractor being an individual, have member(s) of his family or in the case of partnership firm/ company / joint venture (JV) / registered society / registered trust etc. one or more of his partner(s)/shareholder(s) or member(s) of the family of partner(s)/shareholder(s) having share of more than 1% in the tendering entity employed in gazetted capacity in the Engineering or any other department of the railway, then the tenderer at the time of submission of tender, will inform the authority inviting tenders the details of such persons.</p> <p>Note: -If information as required as per 16.a), b), c) above has not been furnished, contract is liable to be dealt in accordance with provision of clause 62 of the Standard General Condition of contract.</p>
	<p style="text-align: center;">JOINT VENTURE (JV) IN WORKS TENDERS</p> <p>CLAUSE 17. Participation of Joint Venture (JV) in Works Tender: This Para shall be applicable for works tenders wherein tender documents provide for the same.</p> <p>17.1 Separate identity/name shall be given to the Joint Venture.</p> <p>17.2 Number of members in a JV shall not be more than three, if the work involves only one department (say Civil or S&T or Electrical or Mechanical) and shall not be more than five, if the work involves more than one Department. One of the members of the JV shall be its Lead Member who shall have a majority (at least 51%) share of interest in the JV. The other members shall have a share of not less than 20% each in case of JV with upto three members and not less than 10% each in case of JV with more than three members. In case of JV with foreign member(s), the Lead Member has to be an Indian firm/company with a minimum share of 51%.</p> <p>17.3 A member of JV shall not be permitted to participate either in individual capacity or as a member of another JV in the same tender.</p> <p>17.4 The tender form shall be purchased and submitted only in the name of the JV and not in the name of any constituent member. The tender form can however be submitted by JV or any of its constituent member or any person authorized by JV through Power of</p>

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 along with the tender. The complete details of the members of the JV, their share and responsibility in the JV etc. particularly with reference to financial, technical and other obligations shall be furnished in the MoU.

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

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

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

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

17.11 On issue of LOA (Letter of Acceptance), the JV entity to whom the work has been awarded, with the same shareholding pattern as was declared in the MOU/JV Agreement submitted along with the tender, shall be got registered before the Registrar of the Companies under 'The Companies Act -2013' (in case JV entity is to be registered as Company) or before the Registrar/Sub-Registrar under the 'The Indian Partnership Act, 1932' (in case JV entity is to be registered as Partnership Firm) or under 'The LLP Act 2008' (in case JV entity is to be registered as LLP). A separate PAN shall be obtained for this

entity. The documents pertaining to this entity including its PAN shall be furnished to the Railways before signing the contract agreement for the work. In case the tenderer fails to observe/comply with this stipulation within 60 days of issue of LOA, contract is liable to be terminated. In case contract is terminated railway shall be entitled to forfeit the full amount of the Bid Security and other dues payable to the Contractor under this contract. The entity so registered, in the registered documents, shall have, inter-alia, following Clauses:

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

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

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

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

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

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

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

- (i) A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar.
- (ii) A copy of consent of all the partners or individual authorized by partnership firm, to enter into the Joint Venture Agreement on a stamp paper,
- (iii) A notarized or registered copy of Power of Attorney in 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.

17.15 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 25% of the cost of any component of work mentioned in technical eligibility criteria. i.e., each other (non-lead) member of must have satisfactorily completed or

	<p>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.</p> <p><i>Note for Para 17.15.1:</i></p> <p>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.</p> <p>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.</p> <p>17.15.2 Financial Eligibility Criteria</p> <p>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.</p> <p>The arithmetic sum of individual "financial capacity" of all the members shall be taken as JV's "financial capacity" to satisfy this requirement.</p> <p>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.</p> <p>17.15.3 Bid Capacity</p> <p>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.</p>
	<p>CLAUSE 18. Participation of Partnership Firms in works tenders:</p> <p>18.1 The Partnership Firms participating in the tender should be legally valid under the provisions of the Indian Partnership Act.</p> <p>18.2 The partnership firm should have been in existence or should have been formed prior to submission of tender. Partnership firm should have either been registered with the Registrar or the partnership deed should have been notarized as per the Indian Partnership Act, prior to submission of tender.</p> <p>18.3 Separate identity / name should be given to the partnership firm. The partnership firm should have PAN / TAN number in its own name and PAN / TAN number in the name of any of the constituent partners shall not be considered. The valid constituents of the firm shall be called partners.</p> <p>18.4 Once the tender has been submitted, the constitution of the firm shall not normally be allowed to be modified / altered / terminated during the validity of the tender as well as the currency of the contract except when modification becomes inevitable due to</p>

succession laws etc., in which case prior permission should be taken from Railway and in any case the minimum eligibility criteria should not get vitiated. The re-constitution of firm in such cases should be followed by a notary certified Supplementary Deed. The approval for change of constitution of the firm, in any case, shall be at the sole discretion of the Railways and the tenderer shall have no claims what-so-ever. Any change in the constitution of Partnership firm after submission of tender shall be with the consent of all partners and with the signatures of all partners as that in the Partnership Deed. Failure to observe this requirement shall render the offer invalid and full Bid Security shall be forfeited.

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

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

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

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

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

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

(a) Joint and several liabilities:

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

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

The partnership deed/partnership firm agreement shall normally not be modified/altered/ terminated during the currency of contract and the maintenance period after the work is completed as contemplated in the conditions of the contract. Any change

	<p>carried out by partners in the constitution of the firm without permission of Railway, shall constitute a breach of the contract, liable for determination of the contract under Clause 62 of the Standard General Conditions of Contract.</p> <p>(c) Governing laws: The partnership firm agreement shall in all respect be governed by and interpreted in accordance with the Indian laws.</p> <p>(d) No partner of the firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other partner/s and that of the Railway.</p> <p>18.10 The tenderer shall clearly specify that the tender is submitted on behalf of a partnership firm. The following documents shall be submitted by the partnership firm, with the tender:</p> <ul style="list-style-type: none"> (i) A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar. (ii) A notarized or registered copy of Power of Attorney in favour of the individual to tender for the work, sign the agreement etc. and create liability against the firm. (iii) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the bid ineligible or the contract shall be determined under Clause 62 of the Standard General Conditions of Contract. (iv) All other documents in terms of Para 10 of the Tender Form (Second Sheet) above. <p>18.11 Evaluation of eligibility of a partnership firm:</p> <p>Technical and financial eligibility of the firm shall be adjudged based on satisfactory fulfillment of the eligibility criteria laid down in Para 10 of the Tender Form (Second Sheet) above.</p>
	<p>PARA 18(1) Illegal Gratification (Advance correction slip 11)</p> <p>Procuring authorities as well as bidders contractors and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:</p> <p>i) “Corrupt practice”: making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;</p> <p>"Fraudulent practice": any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;</p> <p>iii) “Anti-competitive practice”: any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders with or without the knowledge of the procuring entity, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;</p> <p>iv) “Coercive practice”: any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process or affect the execution of a contract;</p>

	<p>v) “Conflict of interest” (COI): any personal, financial, or business relationship between the bidder and any personnel of the procuring entity who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of the procuring entity directly or indirectly;</p> <p>vi) “Undue Advantage”: improper use of information obtained by the bidder from the procuring entity with an intent to gain an unfair advantage in the procurement process or for personal gain. This also includes if the bidder (or his allied firm) provided services for the need assessment procurement planning of the tender process in which he is participating;</p> <p>“Obstructive practice”: materially impede the procuring entity's investigation of a procurement process either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to such investigation or from pursuing the investigation; or by impeding the procuring entity's rights of audit or access to information;</p>
	<p>Punitive Provisions:</p> <p>Without prejudice to and in addition to the rights of the procuring entity to other penal provisions as per the bid documents or contract, if the procuring entity comes to a conclusion that a (prospective) bidder contractor directly or through an agent has violated this code of integrity in competing for the contract or in executing a contract, the procuring entity may take appropriate measures including one or more of the following:</p> <p>i) If his bids are under consideration in any procurement</p> <p>Forfeiture or encashment of bid security;</p> <p>b) calling off of any pre-contract negotiations; and</p> <p>c) rejection and exclusion of the bidder from the procurement process</p> <p>ii) If a contract has already been awarded</p> <p>a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity</p> <p>b) Forfeiture or encashment of any other security or bond relating to the procurement;</p> <p>c) Recovery of payments including advance payments, if any, made by the procuring entity along with interest thereon at the prevailing rate;</p> <p>ii) Provisions in addition to above:</p> <p>a) Removal from the list of enlisted contractors and banning/ debarment of the bidder from participation in future procurements of the procuring entity for a period not less than one year;</p> <p>b) In case of anti-competitive practices information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India;</p> <p>c) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible</p> <p>Any question or dispute as to the commission of any such offence or compensation payable to the Railway under this Clause shall be settled by the General Manager of the Railway, in such a manner as he shall consider fit & sufficient and his decision shall be final & conclusive.</p>
	<p>CLAUSE 19.0 Advances to Contractor –</p> <p>If specifically provided in Tender Documents of tender having advertised value more than Rs 50 Crores, Railway shall make payment, as an Interest bearing advances, as per Contractor's request. These advances shall carry a simple interest _____ as indicated in the Tender documents. The payment and recovery of such advances shall be made as per manners prescribed in Clause 46.4 of the Standard General Conditions of Contract.</p>

	(Signature) (Designation) Signature of Tenderer(s) _____ Railway Date _____ Date _____																																										
	ANNEXURE - I (Contd. ...) TENDER FORM (Third Sheet) Name of Work: _____ BILL OF QUANTITIES 1. Standard Schedule of Rates (SSOR) Items: <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <tr> <th style="width: 8%;">SL</th> <th style="width: 10%;">Item No. of SSOR</th> <th style="width: 20%;">Description of Item of Work</th> <th style="width: 15%;">Approximate Quantity</th> <th style="width: 8%;">Unit</th> <th style="width: 25%;">Rates in Figures and Words to be filled by tenderer (₹)</th> <th style="width: 14%;">Amount (₹)</th> </tr> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">2</td> <td style="text-align: center;">3</td> <td style="text-align: center;">4</td> <td style="text-align: center;">5</td> <td style="text-align: center;">6</td> <td style="text-align: center;">7</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table> 2. Non Standard Schedule of Rates (SSOR) Items: <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <tr> <th style="width: 8%;">SL</th> <th style="width: 10%;">Item No.</th> <th style="width: 20%;">Description of Item of Work</th> <th style="width: 15%;">Approximate Quantity</th> <th style="width: 8%;">Unit</th> <th style="width: 25%;">Rates in Figures and Words to be filled by tenderer (₹)</th> <th style="width: 14%;">Amount (₹)</th> </tr> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">2</td> <td style="text-align: center;">3</td> <td style="text-align: center;">4</td> <td style="text-align: center;">5</td> <td style="text-align: center;">6</td> <td style="text-align: center;">7</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table> <p style="margin-top: 10px;">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.</p> <p style="margin-top: 10px;">I/We undertake to do the work at _____ % above/below the Standard Schedule of Rates (SSOR) of the _____ Railway as applicable to _____ Division or at the rates quoted above for each item.</p> <p style="margin-top: 10px;">Dated _____</p> <p style="margin-top: 10px;">Signature of the Tenderer(s)</p>	SL	Item No. of SSOR	Description of Item of Work	Approximate Quantity	Unit	Rates in Figures and Words to be filled by tenderer (₹)	Amount (₹)	1	2	3	4	5	6	7								SL	Item No.	Description of Item of Work	Approximate Quantity	Unit	Rates in Figures and Words to be filled by tenderer (₹)	Amount (₹)	1	2	3	4	5	6	7							
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1	2	3	4	5	6	7																																					

Note: Columns 1 to 5 shall be filled by the office of the Authority inviting tender. Columns 6 & 7 shall be filled by the Tenderer(s) only when percentage tenders are not invited.

ANNEXURE – II**AGREEMENT FOR ZONE CONTRACT**

CONTRACT AGREEMENT No. _____ DATED _____. ARTICLES OF AGREEMENT made this _____ day of _____ between the President of India acting through the _____, _____ Railway hereinafter called the "Railway" of the one part and _____ hereinafter called the "Contractor" of the other part.

WHEREAS the Contractor has agreed with the Railway during the period of _____ months from _____ to _____ for the performance of:

(a) New Works, additions and alterations to existing structures, special repair works and supply of building materials subject to the contract value for such works not exceeding ₹ _____.

(b) All ordinary repair and maintenance works at any site between kilometer _____ and kilometre _____ as will be set forth in the work orders (which work orders shall be deemed and taken to be part of this contract) that will be issued during the said period at _____% above/below the Standard Schedule of Rates (SSOR) of the _____ Railway, corrected up to the latest correction slips and Standard Specifications of the _____ Railway corrected upto latest correction slips and the Special Conditions and Special Specifications, if any in conformity with the drawings (if any) that will be issued with the work order, aforesaid AND WHEREAS the performance of the said work is an act in which the public are interested.

NOW THIS INDENTURE PRESENTS WITNESSETH That in consideration of the payment to be made by the Railway, the Contractor will duly perform the works set forth in the said Work Order 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 on or before the respective dates specified therein in accordance with the said specifications and said drawings (if any) and said conditions of contract 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 had been duly set forth herein), AND the Railway both here-by agree that if the Contractor shall duly perform the said work 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 completion thereof the amount due in respect thereof at the rates specified above.

Contractor _____

Designation _____

Address _____

Railway _____

(For President of India)

Witnesses (to signature of Contractor):

Signature of witnesses with address _____

Date _____

Signature of witnesses with address _____

Date _____

ANNEXURE - III

WORK ORDER UNDER ZONE CONTRACT

WORK ORDER NO. _____, DATED _____ UNDER CONTRACT AGREEMENT

NO. _____ DATED _____.

Name of Work _____ (SITE) _____

Schedule of Drawings _____

Authority _____ Allocation _____

The Contractor(s) _____ is / are hereby ordered to carry out the following works at _____% above/below the 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 under Zone Contract Agreement here-in-before referred to:

SL	Item No.	Description of Item of Work	Approximate Quantity	Unit	Rates in Figures and Words (₹)	Amount (
1	2	3	4	5	6	7

Total Approximate Value of Work = ₹ _____

The works herein mentioned are required to be completed on or before _____ (Date). The quantities provided herein are approximate and subject to variation under Clause 42 of 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.

Divisional Railway Manager/Divisional _____ Engineer

	_____ Division _____ Railway
	Date _____ for President of India
	<p>I agree to complete the works herein set forth on or before the date specified under the Zone Contract Agreement herein before referred to in conformity with the drawings hereto annexed and in accordance with the General and Special (if any) Conditions of Contract updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents and the Standard Specifications of _____ Railway updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents .</p> <p>I also agree to maintain such works for the period specified below from the date of completion:</p> <ul style="list-style-type: none"> (a) Repair and maintenance work including white/color washing: three calendar months from date of completion. (b) All new works except earth work: Six calendar months from date of completion.
	Contractor _____ (Signature) Railway: Designation _____
	Address _____
	For President of India)
	Date _____ Date _____
	Signature of Witnesses (to Signature of Contractor) with address
	1. _____ _____ _____ _____
	2. _____ _____ _____ _____

ANNEXURE - IV

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 here-into 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 _____

	<p>Signature of Witnesses (to Signature of Contractor) with address:</p> <p>Witnesses:</p> <p>_____</p> <p>_____</p>
	<p style="text-align: right;">ANNEXURE – VI</p> <p>Reference -Para 10.3 & 17.15.3 of Tender Form (Second Sheet) of Annexure I of ITT</p> <p style="text-align: center;">TENDERER'S CREDENTIALS (BID CAPACITY)</p> <p style="text-align: right;">_____ RAILWAY</p> <p>For tenders having advertised value more than Rs.10 crore wherein eligibility criteria includes bid capacity also, the tenderer will be qualified only if its available bid capacity is equal to or more than the total bid value of the present tender. The available bid capacity shall be calculated as under:</p> <p>Available Bid Capacity = $[A \times N \times 2] - 0.33 \times N \times B$</p> <p>Where,</p> <p>A = Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender), taking into account the completed as well as works in progress.</p> <p>N= Number of years prescribed for completion of work for which bids has been invited.</p> <p>B = Existing commitments and balance amount of ongoing works with the tenderer as per the prescribed proforma of Railway doe statement of all works in progress ans also the works which are awarded to the tenderer but yet not started up to the date of inviting of tender.</p> <p>Note:</p> <p>(a)The Tenderer(s) shall furnish the details of -</p> <p style="padding-left: 40px;">(i) Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender) for calculating A, and</p> <p style="padding-left: 40px;">(ii)Existing commitments and balance amount of ongoing works with tenderer as per the prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to tenderer but yet not started upto the date of inviting of tender for calculating B. In case of no works in hand, a 'NIL' statement should be furnished.</p> <p style="padding-left: 80px;">The submitted details for (i) and (ii) above should be duly verified by Chartered Accountant.</p> <p>(b) In case if a bidder is JV, the tenderer(s) must furnish the details of</p>

	<p>(i) Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender) by each member of JV for calculating A, and</p> <p>(ii) Existing commitments and balance amount of ongoing works with each member of JV either in individual capacity or as a member of other JV as per the prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to each member of JV either in individual capacity or as a member of other JV but yet not started upto the date of inviting of tender for calculating B. In case of no works in hand, a 'NIL' statement should be furnished.</p> <p>The submitted details for (i) and (ii) above should be duly verified by Chartered Accountant.</p> <p>(c) Value of a completed work/work in progress/work awarded but yet not started for a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying his/her compliance to the above mentioned bid capacity in the tender under consideration.</p> <p>(d) The arithmetic sum of individual "bid capacity" of all the members shall be taken as JV's "bid capacity".</p> <p>(e) In case, the tenderer/s failed to submit the above statement along with offer, their/his offer shall be considered as incomplete and will be rejected summarily.</p> <p>(f) The available bid capacity of tenderer shall be assessed based on the details submitted by the tenderer. In case, the available bid capacity is lesser than estimated cost of work put to tender, his offer shall not be considered even if he has been found eligible in other eligibility criteria/tender requirement.</p>
	<p style="text-align: center;"><u>CONTRACTOR's AGREEMENT</u></p> <p>I offer to do the work at the rates entered in the schedule of rates on the reverse, which I have signed, and I under stand that no fixed quantity of work is given to me to do that in starting work I am only given a place to work in or to deposit materials on, and that I have no claim to more that one unit of work as entered in the Schedule of Rates. I agree that all works done and materials delivered shall be subject to the approval of the Engineer in Charge, who may; reject and decline to pay for whatever may be in his opinion inferior or defective or either and I agree that the Standard Specifications contained in-the Works Hand Book Part III, corrected upto Printed/Advance Correction Slip No datedand Sanitary Works Hand Book corrected upto Printed/Advance Correction Slip No.....dated..... of Central Railway in so far as they are not over-rule by items of this agreement, shall be deemed part of this agreement.</p> <p>I agree that no work under this work order shall be assigned or sublet without the previous written approval of Divisional Railway Manager (S&T) the Engineer.</p> <p>I agree that my work may be stopped at anytime by the Divisional Railway Manager (S&T) Engineer on his giving me or my agent on the works seven days notice in writing and I agree that the measurement of my works shall be made by the Engineer at any time appointed by him in writing subsequent to the expiry of the said notice and Measurement shall be made by him at the said time whether I am present or not and that on payment for work done and approved materials delivered at site of work as ascertained by the said measurement, I shall have no further claim against the Railway and I agree that any dispute arise on matters connected with this agreement,</p>

	<p>the same shall be referred to a person to be nominated in this behalf by the PCSTE West Central Railway, Jabalpur for the time being of the Railway, whose decision in writing shall be final and binding on both parties.</p> <p>I agree that any claim I have to make shall be made in writing within seven days of date of measurement taken by the Engineer as aforesaid and that any claims in respect of such measurement made more than seven days after taking of such measurement shall be deemed to have waived by me.</p> <p>I agree to indemnify the Railway against any claims which may be made under Workmen's Compensation Act 1923.</p> <p>WITNESS CONTRACTOR</p> <p>Name Name</p> <p>Address..... Address.....</p> <p>Note:-If the agreement is for a work for which a special act of the Legislature exist. e.g. the Indian Mines Act the agreement should include a clause indemnifying the Railway against all claim arising of provision of such Act.</p> <p>I agree to pay the rates at.....% above/below/ at par Schedule of rates as applicable to KOTA Division setforth in the schedule of rates herein for finished and approved work.</p> <p style="text-align: right;">..... EngineerDivision West Central Railway For & on behalf of PRESIDENT OF UNION OF INDIA Date:</p> <p>I/We agree to complete the works herein set forth on or before the date specified herein and to maintain the same for a period of calendar month from the certified date of their competition and in conformity with the document herein referred to, and all the condition therein mentioned shall be deemed and taken to be part of this contract as if the same had been fully set forth therein.</p> <p>Signature of witnesses Contractor.....</p> <p>with addresses, to 1..... Address.....</p> <p>signature of contractor 2..... Date.....</p>				
	<p style="text-align: right;"><u>ANNEXURE VI</u></p> <p style="text-align: center;">WORK ORDER FOR WORKS</p> <p style="text-align: center;">KOTA Division</p> <p>WORK ORDER No. KOTA/N/..... Original/Duplicate/Triplicate No. dated.....200....</p> <p style="text-align: center;">I/We will carry out the following work according to the agreement at back.</p> <p style="text-align: center;">SCHEDULE OF RATES</p> <table border="1"><thead><tr><th>Particulars</th><th>Rates (₹)</th><th>Per</th><th>Remarks</th></tr></thead></table>	Particulars	Rates (₹)	Per	Remarks
Particulars	Rates (₹)	Per	Remarks		

	<div style="display: flex; justify-content: space-between;"> <div> WITNESS Name..... Address..... I agree to pay the above mentioned rates for finished and approved work. Dated200Engineer. </div> <div> CONTRACTOR Name..... Address, TENDERER </div> </div>																																				
	<u>Clause 46A.1, Part II of GCC shall be read as under:-</u>																																				
	<u>Price Variation Clause (PVC):</u>																																				
	<p>46A.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) :</p> <ol style="list-style-type: none"> 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). <p>46A.2 Base Month: The Base Month for 'Price Variation Clause' shall be taken as the one month prior to closing of tender, unless otherwise stated elsewhere. The quarter for applicability of PVC shall commence from the month following the Base month. The Price Variation shall be based on the average Price Index of the quarter under consideration.</p> <p style="text-align: center;"><u>46A.3 Validity:</u></p> <p>Rates accepted by Railway Administration shall hold good till completion of work and no additional individual claim shall be admissible except:</p> <ol style="list-style-type: none"> (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. <p>46A.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.</p> <p>46A.5 No price variation shall be admissible for fixed components.</p> <p>46A.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:</p> <div style="text-align: right; margin-top: 20px;"> (I). <u>For Civil Engineering Works</u> </div> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <tr> <th style="width: 5%;">S N</th> <th style="width: 35%;">Classification Components</th> <th style="width: 10%;">1A, 2 & 3A</th> <th style="width: 5%;">4A</th> <th style="width: 5%;">5A</th> <th style="width: 5%;">6A</th> <th style="width: 5%;">7</th> <th style="width: 5%;">8A</th> <th style="width: 5%;">9A</th> <th style="width: 10%;">1B, 3B, 4B, 5B, 6B 8B & 9B</th> <th style="width: 10%;">1C, 3C, 4C, 5C, 6C, 8C & 9C</th> <th style="width: 10%;">3D, 4D, 5D, 6D, 8D & 9D</th> <th style="width: 10%;">3E, 4E, 5E, 6E, 8E & 9E</th> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>											S N	Classification Components	1A, 2 & 3A	4A	5A	6A	7	8A	9A	1B, 3B, 4B, 5B, 6B 8B & 9B	1C, 3C, 4C, 5C, 6C, 8C & 9C	3D, 4D, 5D, 6D, 8D & 9D	3E, 4E, 5E, 6E, 8E & 9E													
S N	Classification Components	1A, 2 & 3A	4A	5A	6A	7	8A	9A	1B, 3B, 4B, 5B, 6B 8B & 9B	1C, 3C, 4C, 5C, 6C, 8C & 9C	3D, 4D, 5D, 6D, 8D & 9D	3E, 4E, 5E, 6E, 8E & 9E																									

1	Fixed	*	15	15	15	15	15	15	15	15	15	15	15
2	Labour	L _c	20	25	30	20	50	20	20	0	0	10	25
3	Steel	S _c	0	0	20	0	0	0	0	85	0	50	0
4	Cement	C _c	0	0	15	0	0	0	0	0	85	0	0
5	Plant Machinery & Spares	PM _c	30	15	5	20	15	20	30	0	0	10	30
6	Fuel & Lubricants	F _c	25	15	5	15	15	20	15	5	5	10	20
7	Other materials	M _c	10	15	30	30	5	25	20	0	0	5	10
8	Detonators & Explosive	E _c	0	15	0	0	0	0	0	0	0	0	0
Total			100	100	100	100	100	100	100	100	100	100	100

* It shall not be considered for any price variation.

The classification mentioned in the table above represents following type of item(s) in the work(s) –

1 Earthwork in Formation

1A All Item(s) excluding 1B
or/and 1C1B Item(s) for supply of
Steel

1C Item(s) for supply of Cement

2 Ballast Supply Works

3 Tunnelling Works (Without Explosives)

3A All Item(s) excluding 3B or/and 3C or/and 3D or/and 3E

3B Item(s) for supply of Steel

3C Item(s) for supply of Cement or/and Grout

3D Item(s) for Fabrication & Erection of Structures including supply of Steel 3E
Item(s) for Fabrication & Erection of Structures excluding supply of Steel.

4 Tunnelling Works (With explosives)

4A All Item(s) excluding 4B or/and 4C or/and 4D or/and 4E

4B Item(s) for supply of Steel

4C Item(s) for supply of Cement or/and Grout

4D Item(s) for Fabrication & Erection of Structures including supply of Steel 4E
Item(s) for Fabrication & Erection of Structures excluding supply of Steel.

5 Building Works

5A All Item(s) excluding 5B or/and 5C or/and 5D or/and 5E

5B Item(s) for supply of Steel

5C Item(s) for supply of Cement

5D Item(s) for Fabrication & Erection of Structures including supply of Steel 5E
Item(s) for Fabrication & Erection of Structures excluding supply of Steel.

6 Bridges & Protection work

6A All Item(s) excluding 6B or/and 6C or/and 6D or/and 6E

6B Item(s) for supply of Steel

6C Item(s) for supply of Cement

6D Item(s) for Fabrication, Assembly, Erection & Launching of Girders including supply of Steel

6E Item(s) for Fabrication, Assembly, Erection & Launching of Girders excluding supply of Steel

7 Permanent Way linking

8 Platform, Passenger Amenities

- 8A All Item(s) excluding 8B or/and 8C or/and 8D or/and 8E
 8B Item(s) for supply of Steel item/fittings
 8C Item(s) for supply of Cement Item
 8D Item(s) for Fabrication & Erection of Structures including supply of Steel
 Item(s) for Fabrication & Erection of Structures excluding supply of Steel

9 Any Other Works not covered in Classification 1 to 8

- 9A All Item(s) excluding 9B or/and 9C or/and 9D or/and 9E
 9B Item(s) for supply of Steel
 9C Item(s) for supply of Cement or/and Grout
 9D Item(s) for Fabrication & Erection of Structures including supply of Steel
 Item(s) for Fabrication & Erection of Structures excluding supply of Steel

46A.7 Formulae: The Amount of variation in prices in various components (labour, material etc.) shall be worked out by the following formulae:

$$(i) \quad L = \frac{(W \text{ or } W_{SF} \text{ or } W_f \text{ or } W_{SFL} \text{ or } W_{FL}) \times (L_Q - L_B) \times L_C}{L_B \times 100}$$

$$(ii) \quad M = \frac{(W \text{ or } W_{SF} \text{ or } W_f \text{ or } W_{SFL} \text{ or } W_{FL}) \times (M_Q - M_B) \times M_C}{M_B \times 100}$$

$$(iii) \quad F = \frac{(W \text{ or } W_{SF} \text{ or } W_f \text{ or } W_{SFL} \text{ or } W_{FL}) \times (F_Q - F_B) \times F_C}{F_B \times 100}$$

$$(iv) \quad E = \frac{(W) \times (E_Q - E_B) \times E_C}{E_B \times 100}$$

$$(v) \quad PM = \frac{(W \text{ or } W_{SF} \text{ or } W_f \text{ or } W_{SFL} \text{ or } W_{FL}) \times (PM_Q - PM_B) \times PM_C}{PM_B \times 100}$$

$$(vi) \quad S = \frac{(W \text{ or } W_S \text{ or } W_{SF}) \times (S_Q - S_B) \times S_C}{S_B \times 100}$$

$$(vii) \quad C = \frac{(W \text{ or } W_C) \times (C_Q - C_B) \times C_C}{C_B \times 100}$$

(II) For Railway Electrification Works:

- (viii) $T = [0.4136 \times (C_Q - C_B) / C_B] \times 85$
 (ix) $R = [0.94 \times (R_T - R_O) / R_O + 0.06 \times (Z_T - Z_O) / Z_O] \times 85$
 (x) $N = [(P_T - P_O) / P_O] \times 85$
 (xi) $I = [(I_T - I_O) / I_O] \times 85$
 (xii) $G = [(M_Q - M_B) / M_B] \times 85$
 (xiii) $Er = [(L_Q - L_B) / L_B] \times 85$

Where,

L Amount of price variation in

Labour M Amount of price variation in

Materials F Amount of price variation in Fuel

E Amount of price variation in Explosives

PM Amount of price variation in Plant, Machinery and Spares S

Amount of price variation in Steel Supply Item

C Amount of price variation in Cement Supply Item

T Percentage variation payable on the gross value of bill of Concreting (Bill(s) of Quantities for concrete items)

R Percentage variation payable on the gross value of bill of Ferrous Items (Bill(s) of Quantities for ferrous items)

N	Percentage variation payable on the gross value of bill of Non-Ferrous Items(Bill(s) of Quantities for non-ferrous items)
I	Percentage variation payable on the gross value of bill of Insulator (Bill(s) of Quantities for Insulator items)
G	Percentage variation payable on the gross value of bill of General Works (Bill(s) of Quantities for General items)
Er	Percentage variation payable on the gross value of erection (Bill(s) of Quantities for Erection Item)
Lc	% of Labour Component in the
item(s) Mc	% of Material Component in the
item(s) Fc	% of Fuel Component in the item(s)
Ec	% of Explosive Component in the item(s)
PMc	% of Plant, Machinery and Spares Component in the item(s) Sc
	% of Steel Supply item Component in the item(s)
Cc	% of Cement Supply item Component in the item(s)
W	Gross value of work done by Contractor as per on-account bill(s) excluding the Gross value of work under W_s or/and W_c or/and W_{SF} or/and W_F or/and W_{SFL} or/and W_{FL} and cost of materials supplied by Railway either free or at fixed rate,
W_s	Gross value of work done by Contractor for item(s) of supply of steel.
W_c	Gross value of work done by Contractor for item(s) of supply of cement and /or supply of grout material.
W_{SF}	Gross value of work done by Contractor for item(s) of Fabrication & Erection of Structures including supply of Steel.
W_F	Gross value of work done by Contractor for Fabrication & Erection of Structures excluding supply of Steel.
W_{SFL}	Gross value of work done by Contractor for item(s) of Fabrication, Assembly, Erection / Launching of Girders including supply of Steel.
W_{FL}	Gross value of work done by Contractor for item(s) of Fabrication, Assembly, Erection / Launching of Girders excluding supply of Steel.
L_B	Consumer Price Index for Industrial Workers - All India: Published in R.B.I. Bulletin for the base period
L_Q	Consumer Price Index for Industrial Workers - All India: Published in R.B.I. Bulletin for the average price index of the 3 months of the quarter under consideration
M_B	Wholesale Price Index: All commodities – as published in the R.B.I. Bulletin for the base period
M_Q	Wholesale Price Index: All commodities – as published in the R.B.I. Bulletin for the average price index of the 3 months of the quarter under consideration
F_B	The average of official prices of Diesel available on the official website of 'Petroleum Planning and Analysis cell' under Ministry of Petroleum and Natural Gas for Delhi, Kolkata, Mumbai & Chennai, for the base period
F_Q	The average of official prices of Diesel available on the official website of 'Petroleum Planning and Analysis cell' under Ministry of Petroleum and Natural Gas for Delhi, Kolkata, Mumbai & Chennai, for the 3 months of the quarter under consideration
E_B	Index number of Monthly Whole Sale Price Index for the category 'Explosive' of (g). Manufacture of other chemical products under (J) MANUFACTURE OF CHEMICALS AND CHEMICAL PRODUCTS, published by Office of Economic Adviser, Govt. of India, Ministry of Commerce & Industry, Department of Industrial Policy & Promotion (DIPP), for the base period.
E_Q	Index number of Monthly Whole Sale Price Index for the category 'Explosive' of (g). Manufacture of other chemical products under (J) MANUFACTURE OF CHEMICALS AND CHEMICAL PRODUCTS, published by Office of Economic Adviser, Govt. of India, Govt. of India, Ministry of Commerce & Industry, Department of Industrial Policy & Promotion (DIPP), for the average price index of 3 months of the quarter under consideration.

PM _B	Index Number of Wholesale Prices in India by Groups and Sub Groups (Averages) for 'Manufacture of machinery for mining, quarrying and construction'– published in RBI (Reserve Bank of India) Bulletin, for the base period.
PM _Q	Index Number of Wholesale Prices in India by Groups and Sub Groups (Averages) for 'Manufacture of machinery for mining, quarrying and construction'– published in RBI (Reserve Bank of India) Bulletin, for the average price index of 3 months of the quarter under consideration.
S _B	The average rate provided by the Joint Plant Committee for the relevant category of steel item as mentioned in Clause 46A.9; for the base period.
S _Q	The average rate provided by the Joint Plant Committee for the relevant category of steel item as mentioned in Clause 46A.9; for the 3 months of the quarter under consideration.
C _B	Index No. of Wholesale Price Index of sub-group Cement, Lime & Plaster as published in RBI Bulletin for the base period
C _Q	No. of Wholesale Price Index of sub-group Cement, Lime & Plaster as published in RBI Bulletin for the average price index of the 3 months of the quarter under consideration
R _T	IEEMA price index for Steel Blooms (size 150mmx150mm) for the month which is two months prior to date of inspection of material.
R _O	IEEMA price index for Steel Blooms (size 150mmx150mm) for the month which is one month prior to date of opening of tender.
P _T	IEEMA price index for Copper wire rods for the month which is two months prior to date of inspection of material.
P _O	IEEMA price index for Copper wire rods for the month which is one month prior to date of opening of tender.
Z _T	IEEMA price index for Zinc for the month which is two months prior to date of inspection of material
Z _O	IEEMA price index for Zinc for the month which is one month prior to date of opening of tender
I _T	RBI wholesale price index for the sub-group "Insulators" for the month which is two months prior to date of inspection of material
I _O	RBI wholesale price index for the sub-group "Insulators" for the month which is one month prior to date of opening of tender

(III) SIGNALING & TELECOMMUNICATION WORKS:

- (a)** The following expressions and meanings are assigned to the value of the work done for signaling and telecommunication works:

SIGWK = Value of signalling works for a stage payment of the item signalling works;

INVSIG = Value of inventory for signalling works for a stage payment of the item inventory for signalling works;

INTGTESTSIG = Value of integrated testing and commission for signalling works of the Railway Project;

COMWK = Value of telecommunication works for a stage payment of the item telecommunication works;

INVCOM = Value of inventory for telecommunication works for a stage payment of the item inventory for telecommunication works; and

INTGTESTCOM = Value of integrated testing and commission for telecommunication

works of the Railway Project.

- (b)** Price adjustment for changes in cost of signalling works and telecommunication works shall be paid in accordance with the following formula:

(i)
$$VSIGWK = 0.85 \text{ SIGWK} \times \left[\frac{PELEX \times (ELEX_i - ELEX_o)}{ELEX_o} + \frac{POFC \times (OFC_i - OFC_o)}{OFC_o} + \frac{PLB \times (LB_i - LB_o)}{LB_o} + \frac{POTH \times (OTH_i - OTH_o)}{OTH_o} + \frac{S30C \times (P30C_i - P30C_o)}{P30C_o} + \frac{S24C \times (P24C_i - P24C_o)}{P24C_o} + \frac{S19C \times (P19C_i - P19C_o)}{P19C_o} + \frac{S12C \times (P12C_i - P12C_o)}{P12C_o} + \frac{S9C \times (P9C_i - P9C_o)}{P9C_o} + \frac{S6C \times (P6C_i - P6C_o)}{P6C_o} + \frac{S4C \times (P4C_i - P4C_o)}{P4C_o} + \frac{S2C \times (P2C_i - P2C_o)}{P2C_o} + \frac{S12C2.5 \times (P12C2.5_i - P12C2.5_o)}{P12C2.5_o} \right]$$

	<p>+ $S2C2.5 \times (P2C2.5_i - P2C2.5_o) / P2C2.5_o + S2C25 \times (P2C25_i - P2C25_o) / P2C25_o + QC \times (PQC_i - PQC_o) / PQC_o$;</p> <p>(ii) $VINVSIG = 0.85 \text{ SIGWK} \times [\text{PELEX} \times (\text{ELEX}_i - \text{ELEX}_o) / \text{ELEX}_o + \text{POTH} \times (\text{OTHi} - \text{OTHo}) / \text{OTHo}]$;</p> <p>(iii) $VINTGTESTSIG = 0.85 \text{ INTGTESTSIG} \times [\text{PLB} \times (\text{LBi} - \text{LBo}) / \text{LBo} + \text{POTH} \times (\text{OTHi} - \text{OTHo}) / \text{OTHo}]$;</p> <p>(iv) $VCOMWK = 0.85 \text{ COMWK} \times [\text{PELEX} \times (\text{ELEX}_i - \text{ELEX}_o) / \text{ELEX}_o + \text{POFC} \times (\text{OFC}_i - \text{OFC}_o) / \text{OFC}_o + \text{PLB} \times (\text{LBi} - \text{LBo}) / \text{LBo} + \text{POTH} \times (\text{OTHi} - \text{OTHo}) / \text{OTHo}]$ + $S30C \times (P30C_i - P30C_o) / P30C_o + S24C \times (P24C_i - P24C_o) / P24C_o + S19C \times (P19C_i - P19C_o) / P19C_o + S12C \times (P12C_i - P12C_o) / P12C_o + S9C \times (P9C_i - P9C_o) / P9C_o + S6C \times (P6C_i - P6C_o) / P6C_o + S4C \times (P4C_i - P4C_o) / P4C_o + S2C \times (P2C_i - P2C_o) / P2C_o + S12C2.5 \times (P12C2.5_i - P12C2.5_o) / P12C2.5_o + S2C2.5 \times (P2C2.5_i - P2C2.5_o) / P2C2.5_o + S2C25 \times (P2C25_i - P2C25_o) / P2C25_o + QC \times (PQC_i - PQC_o) / PQC_o + \text{PCEQP} \times (\text{CEQPi} - \text{CEQP}_o) / \text{CEQP}_o$;</p> <p>(v) $VINVCOM = 0.85 \text{ SIGWK} \times [\text{PELEX} \times (\text{ELEX}_i - \text{ELEX}_o) / \text{ELEX}_o + \text{PCEQP} \times (\text{CEQPi} - \text{CEQP}_o) / \text{CEQP}_o + \text{POTH} \times (\text{OTHi} - \text{OTHo}) / \text{OTHo}]$; and</p> <p>(vi) $VINTGTESTCOM = 0.85 \text{ INTGTESTCOM} \times [\text{PLB} \times (\text{LBi} - \text{LBo}) / \text{LBo} + \text{POTH} \times (\text{OTHi} - \text{OTHo}) / \text{OTHo}]$.</p> <p>Where</p> <p>VSIGWK = Increase or decrease in the cost of signalling works during the period under consideration due to changes in the rates for relevant components as specified in sub-paragraph (h);</p> <p>VINVSIG = Increase or decrease in the cost of inventory for signalling during the period under consideration due to changes in the rates for relevant components as specified in sub- paragraph (h);</p> <p>VINTGTESTSIG = Increase or decrease in the cost of integrated testing and commissioning of signalling works of the Railway Project during the period under consideration due to changes in the rates for relevant components as specified in sub-paragraph (h);</p> <p>VCOMWK = Increase or decrease in the cost of communication works during the period under consideration due to changes in the rates for relevant components as specified in sub- paragraph (h);</p> <p>VINVCOM = Increase or decrease in the cost of inventory for telecommunications works</p> <p>during the period under consideration due to changes in the rates for relevant components as specified in sub-paragraph (h);</p> <p>VINTGTESTCOM = Increase or decrease in the cost of integrated testing and commissioning of telecommunication works of the Railway Project during the period under consideration due to changes in the rates for relevant components as specified in sub-paragraph (h);</p> <p>PCEQP, PELEX, PIC, PLB, POFC, and POTH are the percentages of communication equipment, electronics, PVC insulated cables, labour, optical fibre cables, and other materials respectively;</p> <p>CEQP_o = The wholesale price index as published by the Ministry of Commerce and Industry, Government of India (hereinafter called “WPI”) for communication equipment for the month of the Base Month;</p> <p>CEQP_i = The WPI for communication equipment for the average price index of the 3 months of the quarter under consideration;</p> <p>ELEX_o = The WPI for electronics for the month of the Base Month;</p> <p>ELEX_i = The WPI for electronics for the average price index of the 3 months of the quarter under consideration;</p> <p>P30C_i = Price payable per Km as adjusted in accordance with price variation Clause for size 30C x 1.5 sq mm signalling cable</p> <p>P30C_o = Price per Km of cable as per purchase order/ Contract agreement.</p> <p>S30C = Percentage of size 30C x 1.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.</p> <p>P24C_i = Price payable per Km as adjusted in accordance with price variation Clause for size 24C x 1.5 sq mm signalling cable</p>
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P24C_o = Price per Km of cable as per purchase order/ Contract agreement.

S24C = Percentage of size 24C x 1.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

P19C_i = Price payable per Km as adjusted in accordance with price variation Clause for size 19C x 1.5 sq mm signalling cable

P19C_o = Price per Km of cable as per purchase order/ Contract agreement.

S19C = Percentage of size 19C x 1.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

P12C_i = Price payable per Km as adjusted in accordance with price variation Clause for size 12C x 1.5 sq mm signalling cable

P12C_o = Price per Km of cable as per purchase order/ Contract agreement.

S12C = Percentage of size 12C x 1.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

P9C_i = Price payable per Km as adjusted in accordance with price variation Clause for size 9C x 1.5 sq mm signalling cable

P9C_o = Price per Km of cable as per purchase order/ Contract agreement.

S9C = Percentage of size 9C x 1.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

P6C_i = Price payable per Km as adjusted in accordance with price variation Clause for size 6C x 1.5 sq mm signalling cable

P6C_o = Price per Km of cable as per purchase order/ Contract agreement.

S6C = Percentage of size 6C x 1.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

P4C_i = Price payable per Km as adjusted in accordance with price variation Clause for size 4C x 1.5 sq mm signalling cable

P4C_o = Price per Km of cable as per purchase order/ Contract agreement.

S4C = Percentage of size 4C x 1.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

P2C_i = Price payable per Km as adjusted in accordance with price variation Clause for size 2C x 1.5 sq mm signalling cable

P2C_o = Price per Km of cable as per purchase order/ Contract agreement.

S2C = Percentage of size 2C x 1.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

P12C2.5_i = Price payable per Km as adjusted in accordance with price variation Clause for size 12C x 2.5 sq mm signalling cable

P12C2.5_o = Price per Km of cable as per purchase order/ Contract agreement.

S12C2.5 = Percentage of size 12C x 2.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

P2C2.5_i = Price payable per Km as adjusted in accordance with price variation Clause for size 2C x 2.5 sq mm signalling cable

P2C2.5_o = Price per Km of cable as per purchase order/ Contract agreement.

S2C2.5 = Percentage of size 2C x 2.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

P2C25_i = Price payable per Km as adjusted in accordance with price variation Clause for size 2C x 25 sq mm signalling cable

P2C25_o = Price per Km of cable as per purchase order/ Contract agreement.

S2C25 = Percentage of size 2C x 25 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

PQC_i = Price payable per Km as adjusted in accordance with price variation Clause for size 0.9mm dia, 6 Quad cable.

PQC_o = Price per Km of cable as per purchase order/ Contract agreement. QC = Percentage of size 0.9mm dia, 6 Quad cable shall govern the price.

LBo = The consumer price index for industrial workers – All India, published by Labour Bureau, Ministry of Labour, Government of India, (hereinafter called “CPI”) for the month of the Base Month;

LBi = The CPI for industrial workers – All India for the average price index of the 3 months of the quarter under consideration;

OFCo = The WPI for fibre cables for the month of the Base Month;

OFCi = The WPI for fibre cables for the average price index of the 3 months of the quarter under consideration;

OTHo = The WPI for all commodities for the month of the Base Month; and

OTHi = The WPI for all commodities for the average price index of the 3 months of the quarter under consideration.

(c) The following percentages shall govern the price adjustment of the Contract Price for signalling and telecommunication works:

Works Component	Signalling			Telecommunication		
	Signalling Works	Signalling inventory	Integrated testing and Commissioning	Telecommunication Works	Telecomm inventory	Integrated testing and Commissioning
Electronics (PELEX)	***%	***%	—	***%	***%	—
Communication Equipment (PCEQP)	—	—	—	***%	***%	—
Optical Fibre Cable (POFC)	***%	—	—	***%	—	—

30C x 1.5 sq mm signalling cable(S30C)	***%			***%		
24C x 1.5 sq mm signalling cable (S24C)	***%			***%		
19C x 1.5 sq mm signalling cable (S19C)	***%			***%		
12C x 1.5 sq mm signalling cable (S12C)	***%			***%		
9C x 1.5 sq mm signalling cable (S9C)	***%			***%		
6C x 1.5 sq mm signalling cable (S6C)	***%			***%		
4C x 1.5 sq mm signalling cable (S4C)	***%			***%		
2C x 1.5 sq mm signalling cable (S2C)	***%			***%		
12C x 2.5 sq mm signalling cable (S12C2.5)	***%			***%		
2C x 2.5 sq mm signalling cable (S2C2.5)	***%			***%		
2C x 25 sq mm signalling cable (S2C25)	***%			***%		
0.9 mm dia, 6Quad cable (QC)	***%			***%		
Labour (PLB)	***%		***%	***%	***%	***%
Other materials	***%	***%	***%	***%	***%	***%
Total	100%	100%	100%	100%	100%	100%

(Note- the percentages may be finalized by tendering authority depending on BOQ)

FORMULAE FOR SIGNALING & TELECOM CABLE

The price payable for signalling cables is variable as per Price Variation Formula givenbelow:

For Signalling Copper Cables:

$$P_i = P_o + CuF (Cu - Cu_o) + CCFcu(CC - CCo) + FeF (Fe - Fe_o)$$

For Telecom Copper Cables For Jelly Filled, 0.9 mm dia, 6 quad cable

$$P_i = P_o + CuF (Cu - Cu_o) + AlFcu(Al - Alo) + CCFcu (CC - Cco) + FeF (Fe - Fe_o)$$

For Aluminium Power Cables:

$$P_i = P_o + AlF (Al - Alo) + CCFAl(CC - CCo) + FeF (Fe - Fe_o)$$

Where,

P_i = Price payable per KM as adjusted in accordance with Price variation clause. P_o = Price per KM of cable as per Purchase order.

CuF= Variation factor for Copper

Cuo= Price of copper Rod in Rs. Per MT

CCFCu= Variation factor for PVC Compound for Copper Signalling & Telecom cable
CCo= Price of PVC Compound in Rs. Per MT

AlF= Variation factor for Aluminium

Alo= Price of EC grade LME Aluminium rods (Properzi rods) in Rs. Per MT. CCFAI =

Variation factor for PVC Compound for Aluminium power cable
FeF= Variation factor for Steel

Feo= Price of Steel for Armour (Flat strip 4 mm. x 0.8mm/ Round 1.4mm dia) in Rs. Per MT

(Prices per MT for Cuo, CCo, Feo, Alo as applicable on the 1st working day of the month, one month prior to the deadline for submission of bids. The above prices and indices are as published by IEEMA vide circular reference no. IEEMA (PVC) /CABLE --/-- one month prior to the deadline for submission of bids.)

Cu= Price of Copper Rod in Rs. Per MT.

Cc= Price of PVC Compound in Rs. Per MT.

Fe= Price of Steel for Armouring (Flat strip 4mm x 0.8 mm/ Round 1.4mm dia) in Rs. Per MT.

Al = Price of EC grade LME Aluminium rods (Properzi rods) in Rs. Per MT.

(Prices per MT for Cu, CC, Fe, Al as prevailing on 1st working day of the calendar month covering the date One month prior to the date of inspection call letter will be applicable for the calculation of updated price. The above prices and indices are as published by IEEMA vide circular reference no. IEEMA (PVC) /CABLE --/-- one month prior to the date of inspection.)

The value of variation factors for copper, steel and PVC Compound are different for different sizes of signalling cables. Accordingly, the PVC formula for some of the types of signalling cable is as given under:-

Underground Railway Signalling Cable unscreened and armoured copper conductor

(i) Size 30 C x 1.5 sq.mm.

$$P30C_i = P30Co + 0.391(Cu - Cuo) + 0.557(CC - CCo) + 0.425(Fe - Feo)$$

For armouring, price of steel flat strip of size 4mmx0.8mm is to be taken into consideration.

(ii) Size 24C x 1.5 sq.mm

$$P24C_i = P24Co + 0.313(Cu - Cuo) + 0.481(CC - CCo) + 0.398(Fe - Feo)$$

For armouring, value of steel flat strip of size 4mmx0.8mm is to be taken into consideration.

(iii) Size 19C x 1.5 sq.mm

$$P19C_i = P19Co + 0.248(Cu - Cuo) + 0.395(CC - CCo) + 0.343(Fe - Feo)$$

For armouring, value of steel flat strip of size 4mmx0.8mm is to be taken into consideration.

(iv) Size 12C x 1.5 sq.mm

$$P12C_i = P12Co + 0.157(Cu - Cuo) + 0.277(CC - CCu) + 0.289(Fe - Feo)$$

For armouring, value of steel wire size 1.4mm dia is to be taken into consideration.

(v) Size 9C x 1.5 sq.mm

$$P9C_i = P9Co + 0.117(Cu - Cuo) + 0.241(CC - CCu) + 0.383(Fe - Feo)$$

For armouring, value of steel wire size 1.4mm dia is to be taken into consideration.

(vi) Size 6C x 1.5 sq.mm

$$P6C_i = P6C_o + 0.078(Cu - C_{uo}) + 0.199(CC - CC_u) + 0.329(Fe - Fe_o)$$

For armouring, value of steel wire size 1.4mm dia is to be taken into consideration.

(vii) Size 4Cx1.5 sq.mm

$$P4C_i = P4C_o + 0.052(Cu - C_{uo}) + 0.152(CC - CC_o) + 0.277(Fe - Fe_o)$$

For armouring, value of steel wire size 1.4mm dia is to be taken into consideration.

(viii) Size 2C x 4 sq.mm(multistrand)

$$P2C_i = P2C_o + 0.073(Cu - C_{uo}) + 0.156(CC - CC_o) + 0.3(Fe - Fe_o)$$

For armouring, value of steel wire size 1.4mm dia is to be taken into consideration.

(ix) Size 12C x 2.5 sq.mm

$$P12C2.5_i = P12C2.5_o + 0.282(Cu - C_{uo}) + 0.371(CC - CC_o) + 0.342(Fe - Fe_o)$$

For armouring, value of steel flat strip of size 4mmx0.8mm is to be taken into consideration.

(x) Size 2C x 2.5 sq.mm

$$P2C2.5_i = P2C2.5_o + 0.047(Cu - C_{uo}) + 0.139(CC - CC_o) + 0.277(Fe - Fe_o)$$

For armouring, value of steel wire size 1.4mm dia is to be taken into consideration.

(xi) Size 2C x 25 sq.mm PVC insulated, armoured, Aluminium power cable $P2C25_i =$

$$P2C25_o + 0.146(Al - Al_o) + 0.303(CC - CC_o) + 0.306(Fe - Fe_o)$$

For armouring, value of steel flat strip of size 4mmx0.8mm is to be taken into consideration.

(xii) For Jelly filled, 0.9mm dia, 6 quad cable

$$PQC_i = PQC_o + 0.135(Al - Al_o) + 0.139(Cu - C_{uo}) + 0.515(CC - CC_o) + 0.693(Fe - Fe_o)$$

For PVC Compound Grade CW-22, is to be taken into consideration.

46A.8 The demands for escalation of cost shall be allowed on the basis of provisional indices as mentioned above in Clause 46A.7. Any adjustment needed to be done based on the finally published indices shall be made as and when they become available.

46A.9: (1) Relevant categories of steel for the purpose of operating Price Variation formula as mentioned in this Clause shall be as under:

SL	Classification	Rates to be used for calculating S_Q or S_B
1.	Reinforcement bars and other rounds	Average of per tonne rates of 10mm dia TMT & 25mm dia TMT; confirming IS1786; Fe 500
2.	All types and sizes of angles, channels and joists	Average of per tonne rates of 'Angle 75x75x6mm, Mild Steel Plate thickness and Channel 150x75mm; confirming IS2062, E250 Gr "A"
3.	All types and sizes of plates	Average of per tonne rates of 'MS Plates 10mm thickness and 25mm thickness; confirming IS2062, E250 Gr "A"

4.	Any other section of steel not covered in the above categories	Average of price for the 3 categories covered under SL 1, 2 & 3 in this table.
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(2). Relevant city for referring "JPC (Joint Plant Committee)" rates of steel items (S_Q / S_B) in different Zonal Railways shall be as under :

SL	City	Railway
1.	Delhi	Northern , North Central, North Eastern, North Western
2.	Kolkata	Eastern, East Central, East Coast, Northeast Frontier, South Eastern, Southeast Central
3.	Mumbai	Central, Western, West Central
4.	Chennai	Southern, South Central&South Western

46A.10 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 17A of the Standard General Conditions of Contract. However, where extension of time has been granted due to Contractor's failure under Clause 17B 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 17A, the price adjustment for the period of extension granted under Clause 17B 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 17A 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 17A, as the case may be; then the lower indices shall be adopted for the price adjustment for the period of extension under Clause 17B of the Standard General Conditions of Contract.

	<p style="text-align: right;">ANNEXURE – XI Reference Para 62.(1) Registered Acknowledgement Due/Standard Correspondence through IR-WCMS/Email on registered IREPS Email</p> <p style="text-align: center;">PROFORMA OF TERMINATION NOTICE RAILWAY (Without Prejudice)</p> <p>No. _____ Dated _____</p> <p>To _____</p> <p>M/s _____</p> <p>Dear Sir,</p> <p>Contract Agreement No. _____</p> <p>In connection with _____</p> <p>Forty eight hours (48 hrs.) notice was given to you under this office letter of even no., dated _____; but you have taken no action to commence the work/show adequate progress of the work.</p> <p>Since the period of 48 hours' notice has already expired, the above contract stands rescinded in terms of Clause 62 of the Standard General Conditions of Contract and the balance work under this contract will be carried out independently without your participation. Your participation as well as participation of every member/partner in any manner as an individual or a partnership firm/JV is hereby debarred from participation in the tender for executing the balance work and your Security Deposit shall be forfeited and Performance Guarantee shall also be encashed.</p> <p>The Final measurements of work executed by you against the said contract will be taken/started on _____ at _____ hrs. at site. The measurement will be continued till all the measurement are taken. You are advised to be present at site on the above mentioned date and time to witness the measurements, otherwise measurements will be taken ex-parte and thereafter, variation (addendum & corrigendum) & final bill of work executed till date of termination based on ex-parte final measurements shall also be processed ex-parte.</p> <p style="text-align: right;">Yours faithfully</p> <p style="text-align: right;">For and on behalf of the President of</p> <p>India</p>
	<u>PENALTY :</u>
	<p>In case the contractor has completed the work generally, having some minors part/parts have not been executed/supplied than for clearing of the contract a penalty of 19.5% of the difference of the cost between the Railways cost and the tenderer cost is to be levied i.e. the tenderer shall have to pay (difference cost) + 19.5% of difference.</p>
	<p>Contractor will also make necessary arrangements for protection of all the equipments and</p>

	associated material already in existence and operational at the worksite. Damage to any equipment available at the worksite will warrant the contractor to pay the necessary charges as levied by the Railways or carry out the repairs to the entire satisfaction of the Railways.
	<u>APPENDIX TO SPECIAL CONDITIONS OF TENDER</u>
	Senior Divisional Signal & Telecom Engineer (CO) Or Senior Divisional Signal & Telecom Engineer (Signal and Works) Kota will be the Engineer in-charge of this work.
	Senior Divisional Finance Manager, Kota will be the Associate Finance Officer.
	Senior Section Engineer (SIGNAL/NORTH/KOTA) will be the nominated Depot and consignee for the supply of materials and concerned Senior Section Engineer (Signal/Respective Section) for execution of the work.
	The Engineer in-charge of this work may nominate Field Officer/ Supervisor for this work after issue of acceptance letter.

SCHEDULE						
Name of work : S&T						
work in connection with various track related works in KOTA DIVISION						
S/N	Description	Unit	QTY	Rate	Amount	Inspection Authority
1	Supply of Professional AC/DC clamp meter for Low current. High resolution of 1mA on AC/DC ranges, wide measurement range upto 100A . True RMS measurement. Model - 3540 Koico or equivalent. Meter shall first inspected by divisional/ Site incharge/ Consignee.	Nos.	10	28730.99	2,87,309.90	CONSIGNEE.
2	Supply of Digital Cards for SSDAC. As per RDSO Specn. No. RDSO/SPN /177/ 2012 (Ver. 3) or latest.	Nos.	17	125283.18	21,29,814.06	RDSO.
3	Supply of Analog Cards for SSDAC. As per RDSO Specn. No. RDSO/SPN/177/ 2012 (Ver. 3) or latest.	Nos.	18	85619.37	15,41,148.66	RDSO.
4	Supply of SK 30H Double rail contact with 8 Mtr. Cable for multi section type digital axle counter (MSDAC) as per RDSO Spec No. RDSO/SPN/176/2005 or Latest make M/s Eldyne Electro Systems.	Nos.	2	239417.05	4,78,834.10	RDSO.
5	Supply of PD1 (21KHz) card for GG Tronic make HASSDAC as per RDSO specification No. RDSO/SPN/177/2012 with version 3.0 or latest with RDSO inspection Make/Brand:-	No	71	39530.00	28,06,630.00	RDSO.

	GG Tronics. Make / Brand: G.G. TRONICS INDIA PRIVATE LIMITED					
6	Supply of PD2 25 KHZ Card suitable for GG Tronic make SSDAC/HASSDAC as per RDSO Spec. no. RDSO/SPN/177/2012 Ver 3.0 or latest make/brand:-GG Tronics Make / Brand: G.G. TRONICS INDIA PRIVATE LIMITED	No	66	39530.00	26,08,980.00	RDSO.
7	Supply of Insulation Tester (Megger) of 100V/500V for testing	Nos.	27	4150.00	1,12,050.00	CONSIGNEE.
8	Supply of HSS Twist Drill Parallel shank 7.2/14/8 mm make - IT/Adison/JK. (Qty shall be given by site engineeri.	Nos.	100	105.37	10,537.00	CONSIGNEE.
9	Supply of 8 SWG GI Wire (4mm dia) suitable for track circuit rail bonding.	Kg	43	114.22	4,911.46	CONSIGNEE.
10	High frequency TX Coil and RX Coil (each set consists of web mounting type TX Coils – 01 No., RX Coils – 01 No 10 mtr) - One Set for Multi Section Digital Axle Counter Systems as per RDSO Specn. No. RDSO/SPN/176/2013 or latest.	Set	4	26000.00	1,04,000.00	RDSO.
11	High frequency TX Coil and RX Coil (each set consists of web mounting type TX Coils – 01 No., RX Coils – 01 No 15 mtr) - One Set for Multi Section Digital Axle Counter Systems as per RDSO Specn. No. RDSO/SPN/176/2013 or latest. as per req at Site	Set	4	30000.00	1,20,000.00	RDSO.
12	Supply of 21 KHZ/25 KHZ Transmitter coil assembly for HASSDAC Systems RDSO Specn. No. RDSO/SPN/177/2012 (Ver.3) Make-G.G.Tronics. Make/Brand:-GG Tronics ,HSN Code: 85309000	Nos.	53	42555.52	22,55,442.56	RDSO.
13	Supply of 21 KHZ/25 KHZ Receiver coil assembly for HASSDAC Systems RDSO Specn. No. RDSO/SPN/177/2012 (Ver.3) Make-G.G.Tronics. Make/Brand:-GG Tronics , HSN Code:-85309000HSN	Nos.	51	42555.52	21,70,331.52	RDSO.
14	Supply of QSPA1, 24VDC, Slow topickup,8F/4B along with plug board(Base43 plate), retaining clip andconnectors conforming toBRS:933A,IRS:S60 &IRS:S34.Material inspected by	Nos.	26	6091.41	1,58,376.66	RDSO.

	RDSO					
15	Supply of Relay Ac Immune, Plug in type, Style QBCA-1, DC Biased PointContactor, 24V DC, 2F DC, 2HF-4BContacts Front Contacts Heavy Dutyand Back Contacts Metal to CarbonComplete with Plug Board, RetainingClips and Connectors, Conforming toBRS 943, IRS S 34 and IRS S 23.Material inspected by RDSO	Nos.	19	5672.44	1,07,776.36	RDSO.
16	Supply of Relay plug in type styleQL1 magnetically latched neutral linerelay, 24 V DC, Metal to CarbonContacts complete with plug board,retaining clip & Connectorsconforming to BRS: 935A, IRS: S-34& IRS: S-23 or latest 11F/4B Front &Back contacts for interlocking codefor this unit shall be ABDEG.	Nos.	17	6225.53	1,05,834.01	RDSO.
17	Supply of Retro reflective Signal No. plates as perIRSEM Drg No. 19-D10 with clamps, nut, bolts and other accessories required for Fixing.	Nos.	780	646.65	5,04,387.00	MITES.
18	Supply of SS Fit & Forget Bond wire of Length 1 Meter.	No	269	497	1,33,693.00	CONSIGNEE.
19	Supply of SS Fit & Forget Bond wire of Length 1.5 Meter.	No	294	516	1,51,704.00	CONSIGNEE.
20	Supply of SS Fit & Forget Bond wire of Length 2 Meter.	No	269	538	1,44,722.00	CONSIGNEE.
21	Supply of SS Fit & Forget Bond wire of Length 3 Meter.	No	296	580	1,71,680.00	CONSIGNEE.
22	Supply of SS Fit & Forget Bond wire of Length 4 Meter.	No	63	623	39,249.00	CONSIGNEE.
23	Supply of SS Fit & Forget Bond wire of Length 10 Meter.	No	110	880	96,800.00	CONSIGNEE.
24	(i) Supply of 4 conductor disconnect terminal block with test & measurement facility, with screw less, spring cage clamp connections suitable for 0.08 to 2.5 Sq.mm conductor with current capacity of 16 Amps as per RDSO Spcn. No. RDSO/SPN/189/2004 Ver. 3.0 or latest.	No.	7540	66.79	5,03,596.60	RDSO.
25	Base clamp mounting type for axle counter to meet the requirement as per RDSO Spcn for Axle Counters	No.	37	17000.00	6,29,000.00	MITES.
26	Supply of Tool Kit for Maintenance of Signalling Installations as per Annexures "Tool Kit"	No.	3	101498.10	3,04,494.30	CONSIGNEE.

27	Supply of Electric point machine, Non trailable, internal locking, 220 mm throw, with IP67 motor ,Minimum AC immunity 440 VAC, with tools & complete accessories including complete ground connection and all insulation, crank handle and along with clamp point lock 60 kg, TWS as per Drg No. RDSO/S- 11000 as per RDSO SPN. IRS:S 24/2002 with Amd. 01 or latest. ACCEPTED MAKE/BRAND: Vossloh	No.	1	132688.64	1,32,688.64	RDSO.
	Total Supply				1,78,13,990.83	62.70%
	Execution					
1	Excavation of trench 1.2 mtr deep, 300mm wide at the bottom along main line in normal soil , including clearing of bushes, trees etc and refilling of the trench by excavated soil and ramming after laying of the required quantity of cables as per instructions of Engineer at site. The work also includes excavation of trenches in the beds of culverts. Whenever the dimensions of cable Trenches as mentioned in the Tender Schedule are not easily achievable due to terrain conditions, then payments will be made on a pro-rata basis, for the dimensions achieved.The specific approval of the Engineer in charge of the work (not below the rank of Sr. Scale officer), will be required for such dispensation.	KM	7.5	113517.63	8,51,382.23	CONSIGNEE.
2	Excavation of cable trench 300mm wide at the bottom and 1.2 meter deep in hard soil mixed with bolders / hard murum soil including clearing of trees, bushes and refilling of cable trench by excavated soil, murum, bolders etc. Care should be taken while refilling the cable trench such that the murum / bolders etc. does not damage the cable. Ramming after laying of cable (a) 6- quad (b) jelly filled & power cables etc. Whenever the dimensions of cable Trenches as mentioned in the Tender Schedule are not easily achievable due to terrain conditions, then payments will be made on a pro-rata basis, for the dimensions achieved.The specific approval of the Engineer in charge of the work (not below the rank of Sr. Scale officer), will be required	KM	2.6	194423.97	5,05,502.32	CONSIGNEE.

	for such dispensation.					
3	Excavation of cable trench 1.0m deep from the rail flange and 300mm wide across the track, for track crossing and refilling after laying of GI pipes and restoring the track to its original condition. Generally there shall be no proportionate payment for cable at depth lesser than that specified in the tender schedule. If it is not possible to reach the required depth at any location, then the contractor shall obtain approval of Railway Site Engineer, who shall get the dispensation, from JAG vide Rly. Board's letter No. 2013/Sig/SEM Pt.-II/Misc., dated 12.06.2014 before commencement of cable laying process and only then shall the proportionate payment be made to the contractor. The work shall be done as per extant practice on W.C. Railway & instruction of Railway Engineer at site. Cable trench as per Drg. No. TS/Cable laying/12/03/03 Alt.-1. For achieving 1.0 Mtr depth for the bottom most cable, the contractor shall dig the trenches to a depth, slightly more than 1.0m to take care of practical problems. Laying of RCC/GI/DWC pipe and cables is covered in separate item.	Mtr	1770	233.59	4,13,454.30	CONSIGNEE.
4	Excavation, casting (1:3:6) and plastering (1:4, with fine sand) of main signal foundation as per Drg. No. Dy.CSTE/C/Kota/1 ALT 'A' with contractor's own material including ballast, cement, local available sand, PVC pipe & galvanised anchor bolts with nuts & washers, etc. The hole for cable entry should be kept as per site requirement and instruction of Railway Engineer at site. The required Ferma of the size	No.	13	11430.80	1,48,600.40	CONSIGNEE.

	mentioned in the drawing for casting of foundation will have to be brought by the contractor at his own cost. All nuts, bolts and washers etc. should be galvanised iron.					
5	Erection of Main Signal (CLS) Post with Surface base and signal unit complete on top or on Off-set Bracket, fixing of front and back staging, ladder, guard, signal name plates/board, protective screen, blanking of ladder (0.6mm MS sheet), if any with contractor's own brackets, nuts & bolts & other fixing materials. This also includes erection of auxiliary signals like Calling-ON, Shunt Signal. Wooden white cross-arms (1000mm x 100 mm) to be provided by the contractor till the signals are commissioned with contractor's own material. If the ladder/front/back staging is infringing the SOD, then suitable arrangement of fixing steps for climbing up to signal unit and reducing the size of front/back staging as per instructions of site engineer shall be done. The work shall be done as per instructions of Railway Engineer at site. All nuts, bolts and washers etc. should be galvanised iron.	No.	13	3946.08	51,299.04	CONSIGNEE.
6	Supply & laying of well burnt bricks of size 200mm x 90mm x 65mm inside the trench (with the brick length being perpendicular to cable route) after laying of cable & covering of cables laid in trenches by loose excavated soil for a layer of 50mm thickness approximately, in station area from Outermost to Outermost signal or at any other location as per instruction of Site Engineer. Note:- Size of bricks to be got approved by Railway Site Engineer. In case brick size is in variance with the size given in the tender schedule then proportionate payment on volumetric basis shall be paid to contractor subject to a maximum limit of schedule rate.	No.	99000	5.81	5,75,190.00	CONSIGNEE.

7	Fixing of ARA/cage type disconnect terminals and fuse blocks with provision of holes on Phenolic Laminated Sheets and fixing with galvanised nuts & bolts in Location Boxes and elsewhere. This includes provision of additional holes on the Phenolic Laminated Board on either side for cable conductor entry. The work shall be done as per the instructions of Railway Engineer at site.	No.	600	13.11	7,866.00	CONSIGNEE.
8	Termination of cable cores on ARA Terminals/cage type disconnect terminals, fuse blocks, 8-way terminals blocks, telecom terminals in new/existing apparatus cases, existing MCTB/existing telecom cable termination racks. This includes all associated works of pulling out the cable from underground, dressing of cable, making wiring tree with contractor lacing & threading material etc. Both ends of a cable core shall be counted as per conductor. This includes soldering of armour tree/ring of cables and connecting to copper plate through GI wire bus bar in location boxes. The work shall be done as per instructions of Railway Engineer at site.	per conductor	200	9.83	1,966.00	CONSIGNEE.
9	Supply, fixing, painting and installation of RCC/Stone cable route markers as per drawing No. DRM/KOTA/MISC-87. Placing and securing of cable route markers in trenches at the specified interval and diversions, joints etc along the cable route. The work shall be done as per extant practice on W. C. Rly & the instructions of Rly engineer at site. Sample to be approved by engineer in-charge of the Railways before supply, after the testing prescribed in drawing. This includes supply of Paints of different colours as per drawing. The paint shall be either from Asian or Shalimar / Apcolite / Berger having ISI mark.	No.	1126	342.54	3,85,700.04	CONSIGNEE.

10	<p>Track Battery Distilled Water Plant: Supply and Installation of RO membrane based De-ioniser plant to produce Battery water of TDS less than 5 ppm irrespective of the quality of raw water, pH Value:- 6.5 to 7.2, specific electric conductivity :- 0 to 5 micro mhos/cm at 25 Degree Celsius, output capacity should be 12-15 Ltr purified water/Hour. Plant should have suitable fixture/wall mounting arrangement with external PVC storage tank of capacity 200 Ltr, Plant should have on board TDS meter, Indication of On/Off, Solenoid/Flow switch fitted to avoid dry run of the machine, Weight sensor/Float switch installed on storage tank to avoid over flowing of the tank. The item includes supply of one set of the spare filters/membranes in addition to the fitted filtersmembrane with the machine (spare should be of similar spec/type as used in the machine). Plant should work on 230V AC input (Internally works on 24 V DC) and should not require any type of chemical re-charging except filters and membranes. The life of filter/membrane should not last before production of minimum 12000 Ltr of battery water. Item includes supply of all the accessories required for installation of the plant like fasteners, connecting pipes (of length up to 2 Mtr), cable from wall socket to the machine (of length up to 2 Mtr), couplers/tap required to connect it from water tap/outlet, PVC pipe up to storage tank (of length up to 2 Mtr). The quality test certificate of produced water must be submitted by the supplier from any repudiated test laboratory. The OEM should give onsite warranty of one year. This particular item shall be installed at Centralize S&T Depot SSE/Sig/North/Kota. Inspection: Consignee. Inspection Charges: None.Payment Terms:100% after installation.</p>	Set	4	83166.67	3,32,666.68	CONSIGNEE.
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11	Switch Plate lubricant - Cenolube 100 or better NLGI 00 GRADE Black colored which should be non asphaltic Non bituminous blend of very heavy oils, inert thickeners and lubricating solids coupled with molybdenum disulfide and graphite with no traces of chlorinated solvent such as 1,1,1 trichloroethane which are flammable and harmful to the environment. Should have a blend of select high viscosity index solvent refined severely hydrofinished paraffin base oils and synthetic base fluids. It should incorporate solid lubricants & organo molybdenum disulphide to fill & lubricate micronized asperities to provide & form many films on the contact surfaces to prevent metal-to-metal contact. It shall be designed to be hand applied providing a tough adherent Lubricant film with Tacky semi-dry finish reducing contaminant adhesion. The grease Should Not form a difficult to remove thick DRY film which requires scrapping & solvent cleaning of Switch Plate specially before reapplication The grease should Not need Cleaning or scrapping before Reapplication. The Grease should be formulated for tropical climates and should not contain pour point depressants and should Not be too thin. The grease shall be Resistant to water wash off & dilution, water insoluble, non-melt and chemically resistant to exposed environment. The grease shall be formulated with Extreme Pressure additives, rust and corrosion inhibitors, anti-wear additives to protect external surfaces against the harsh elements in severe climates, thus reducing rust binding and adhesive wear on switch plates Four Ball Weld LOAD (ASTMD2596) >600 Kg, Copper corrosion 24 hrs @ 100c (ASTM D 4048) 1a -2e packing Size 20 kg /25kg Drum.(Inspection Agency- Consignee)	Kg	859	4950.00	42,52,050.00	CONSIGNEE.
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12	Installation of cenolube 100 Grease. Afetr cleaning of old oil and greece and re-lubrication of switch chair plate at point machine at interval of 15 days per point machine. Tightening of nuts check nuts and bolts lock nuts holding the detector slides lock slides with lugs. Workers are required to check for the tightness of the switch plates and points and clean the rust and dust apply Cenolube 100 grease on slide chaires & assembly up to 3 sleepers from the toe of switch. Rate per person for 3 persons to be deployed for 60 days time, so number of man-days is 3@42<61@180 days. (Inspection Agency-Consignee)	Man-days	600	700	4,20,000.00	CONSIGNEE.
13	"Fixing/ Refixing of electrical point machine on existing layout, ground connection during phase working (NI/ Pre-NI) after removing the electrical point detector, FPL assembly and mechanical or any other fittings including existing Point Machine fitting if any, adjustment if necessary, wiring of point machine testing and commissioning of electrically operated point, fixing and connecting point indicator on derail switch if necessary. This will include fabrication and fixing of GI bend pipes as per Drg. No. Dy.CSTE(Con)/Kota/5 of Sshape of 1.2 meter length & 50mm dia with welded frame for cable entry to the point machine and termination of tail cable in point machine and wiring servicing of point machine & supply and filling of SAE-30 lubrication oil . This also includes installation of William stretcher nylon insulation set (complete), Tongue attachment nylon insulation set and Guage Tie plate nylon insulation set as per RDSO specification. The work shall be done as per extant practice on W.C. Railway and the instructions of Railway Engineer at site. Internal wiring of Point machine & cable termination suitable for EI/PI/RRI installation, 2.5 sq.mm (50/0.25) conforming to IS: 694:1990 flexible copper wire of different colours & lug will be	Set	1	13378.03	13,378.03	CONSIGNEE.

	<p>supplied by contractor. Point Machine, ground connection, insulation sets will be supplied by Railways. This includes drilling of holes in tounge rail, provision of high di-electric varnish on contact assembly and wiring during NI period. This also include rewiring of point machine if required as per type of point machine & circuit (independent detection) & as per instruction of site engineer. To reduce the no. of days of NI, the existing point machines may be replaced with new point machines and operated from existing panel. During pre-NI / NI, rewiring at MCTB/location box/point machine shall be carried out as per the requirement without any additional cost."The item unit wiol be Per point</p>					
14	<p>Maintenance of Track mounted equipments like S&T fitting on turn outs including different activities during BCM/TTM/TRR/Engg works as follows:- Specially opening and refixing of DCTC jumpers/AFTC jumpers / Axle counter, transducers during different Engg. works Opening of DC-TC /AFTC jumpers /axle counter transducers digging work from rail to TLJB /TMU /0 bond /location is required to be done as per site requirement also after refixing of DCTC /AFTC jumpers /Axle counter transducers needs to be buried in proper depth. It includes drilling hole in rail as per site requirement. The team to be provided for this work should comprise of : Fitter- 1 Nos., Blacksmith 1 Nos. Mason/Carpenter- 1 No. and Helpers-5 Nos. It also includes any work of EOLB or sliding boom and</p>		175	6733.53	11,78,367.75	CONSIGNEE.

	earthing arrangement of Signalling gears. Any other signalling work as per instruction of Railway Engineer. All T&P & Jigs required to execute the work will be supplied by the contractor. (Unit May be read as Per / Day)					
15	Excavation and Casting of Apparatus Case Foundation with mixture of Cement:Sand:Stone aggregate/Chip in 1:3:6 ratio and plastering with mixture of Cement:Sand in 1:4 ratio, with contractors own Metal Sheet ferma of the size mentioned in the drawing, cement, anchor bolts, with nuts & washers and other materials. The items also include additional earth work if required as per instruction of Rly. Engineer at site. All nuts, bolts and washers etc. should be galvanised iron. Single Case as per Drg. No. Dy.CSTE/C/Kota/2	No.	37	18693.29	6,91,651.73	CONSIGNEE.
16	Erection of Apparatus cases. This includes filling of Location Foundations with the sieved sand being used for making the foundation of location boxes and plastering on top of the sand. All nuts, bolts and washers etc. should be galvanised iron. Single Case	No.	37	1965.32	72,716.84	CONSIGNEE.
17	Supply, fabrication and fixing of Phenolic Laminated Sheet Board in Location Box by providing all fixtures, double ended insulators (06 Nos.), PVC coated string rods at the back side for cable support with contractor's own material. The work shall be done as per Drg. No. SK 783-1/2 with latest alterations & as per instructions of Railway Engineer at site. The Phenolic Laminated Sheets should be of 10mm thick, grade P3 as per specification No. IS: 2036 of 1995 or latest. The size of the Phenolic Laminated Sheet for Full Case	No.	37	7288.13	2,69,660.81	CONSIGNEE.

	terminal board should be 800mm x 950mm and for half case it should be 800mm x 450mm. In case board size is in variation with the size mentioned as per location details, then proportionate payment on area basis shall be made. This also include, the work to be done in existing Location Boxes (if required) as per instructions of Railway Site Engineer. Single Case					
18	Supply, fabrication and fixing of Phenolic Laminated Sheet for Shelf of equipments/batteries with contractor's own fixing material, angle frames, additional in-between supporting angle for the Shelf, etc. The work shall be done as per Drg. No. SK 783-1/2 with latest alterations & as per instructions of Railway Engineer at site. The Phenolic Laminated Sheets should be 10mm thick, grade P3 as per specification No. IS: 2036 of 1995 or latest. The size of Shelf for Single Case Apparatus/Location Box shall be 500mm x 950mm and for Half Case Location Box it shall be 500mm x 450mm. In case board size is in variation with the size mentioned as per Location details, then proportionate payment on area basis shall be made. Galvanised nut & bolts to be used for fixing of Phenolic Laminated Sheets. Single Case	No.	37	4640.26	1,71,689.62	CONSIGNEE.

19	Installation of Equipments (Relays, Resistance, chargers, Choke, batteries, LV box, KLCR, PPTC fuses & track feed charger alarm unit, etc. as applicable) with contractor's own wiring material, MS frame, copper lugs etc. & wiring of the same in Apparatus Cases as per Location Diagrams, paralleling of spare contacts of Metal to Carbon Relays and wiring of potential free contact of track feed charger and testing of track circuits as per instruction of Railway's Site Incharge and standard practice. This also includes supply of Multi-strand Flexible Single Core Copper Wire 2.5 sq.mm (50/0.25) except for relay wiring which will be done with 16/0.2 mm flexible multi-strand wire conforming to IS: 694:1990 with suitable lugs. All wires to be duly manufactured by RDSO approved firms (16/0.2 mm flexible multi-strand wire inspected by RDSO). Note: PPTC fuses shall be provided as per fixing arrangement of PPTC as advised by HQ's policy guideline issued vide letter no. WCR/N-HQ/110/Signal Policy/Sig-32 Pt-VII, dtd. 07.11.2013 i.e. PPTC fuse are to be connected with crimped ring type lugs and crimped area is also to be filled with solder. PPTC lead to be provided with ferrules for volt & current rating of PPTC. Single Case	No.	37	2621.58	96,998.46	CONSIGNEE.
20	Painting two coats of Enamel Paint over one coat of Red Oxide primer on the following items after scrapping and cleaning of the surface wherever necessary. Primer and Paints with ISI mark is to be supplied by the Contractor. The work shall be done as per instructions of Railway Engineer at site and extant practice on W.C. Railway. Note: Second coat shall be made after completely drying up of first coat of paint, to give good smooth & lasting finish. Apparatus case full size	No.	37	907.08	33,561.96	CONSIGNEE.
21	Point machine with ground connection complete. (Point machine with black enamel only outside and ground connection with Red Oxide)	No.	3	273.02	819.06	CONSIGNEE.

22	Main Signal post with main & auxilliary signal unit, surface base and complete fittings as per W.C. Railway's Standard practice.	No.	19	940.23	17,864.37	CONSIGNEE.
23	Lettering, numbering of point machine, track lead junction boxes, block joint, glued joints, , batteries, apparatus cases etc. (outside) (each item to be taken as one unit)	No.	20	72.81	1,456.20	CONSIGNEE.
24	Cement concrete 1:3:6 in foundations with upto 25mm graded stone aggregate as per instructions of Railway Engineer at Site.	Cum	35	2900.59	1,01,520.65	CONSIGNEE.
	Total Execution				1,05,95,362.49	37.30%
	Total Supply & Execution				2,84,09,353.32	100.00%

Total Cost of the Work:- Rs. 2,84,09,353.32/- Rupees Two Crore Eighty Four Lakh Nine Thousand Three Hundred Fifty Three and Paise Thirty Two Only.)

OTHER CONDITIONS	
S	CONDITIONs
1	Although year of specification is given in the schedule, last amendment, if any, shall apply.
2	Includes supply of minor materials & accessories the cost of which is to be included in the labour charges of the concerned item of Sch. 'B'.
3	All tenderer must have valid GSTN number and rates must be inclusive of GST Act and its amendment.
4	Compliance of GST act/rules & correction/modification issue by railway board with regard to GST act shall be binding on contractor &

	railway.
5	The tenderer abide by the provision of payment of wages act and minimum wages act in terms of clause 54 and 55 of Indian Railway General Condition of Contract. You are required to register your firm on WWW.SHRAMIKKALYAN.INDIANRAILWAYS.GOV.IN and upload requisite details of labour and their payment in this portal.
6	Tenderer must submit their credentials along with the Offer before opening of the tender and no documents shall be allowed after opening of the tender.
7	All the tender conditions will be applicable as per latest general conditions of contracts of indian railways issued vide letter no. 2022/CE-I /CT /GCC /2022 /POLICY New Delhi, Dated 27.04.2022 . Participants are requested to read the latest GCC before quoting their offer. In case of any contradiction between any conditions then, the conditions of indian railways standard general conditions of contract, APRIL 2022 will be followed.
8	UPLOADING OF THE CERTIFICATE:- 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. In addition to Annexure-V, in case of other than Company/Proprietary firm. Annexure-V(A) shall also be submitted by the each member of a Partnership Firm/ Joint Venture (JV) / Hindu Undivided Family (HUF / Limited Liability Partnership (LLP)etc., as the case may be. Non submission of 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.
9	Labour Cooperative Societies shall deposit only 50% of earnest money deposit for which the tenderers are required to upload Registration certificate issued by appropriate authority without which their offer will not be considered. Such firms should also declare that -" We are a Labour Cooperative Society and our Registration No. is withand hence required to deposit only 50% of Earnest Money.
10	Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of Earnest Money on submission of Registration Certificate issued by appropriate authority. For such firms it is required to upload a copy of Registration Certificate issued by appropriate authority without which their offer will not be considered. Such firms should also declare that - I/We am/are a Startup firm registered by..... Department of Industrial Policy and Promotion (DIPP) and my registration number is valid up to (Copy enclosed)and hence exempted from submission of Earnest Money.
11	<p>The tenderers shall UPLOAD VALID DOCUMENTS pertaining to prove the constitution of their firm - 1.In case tenderer is Sole proprietorship firm The tenderer shall submit Valid documents or Notarized Affidavit (As per prevailing law) (Annexure E) of Tender document. 2. In case of HUF: 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. 3.In case of Partnership Firm: The tenderer shall submit :(i) A copy of Partnership Deed and (ii) a copy of Power of Attorney)(Annexure D) of Tender document (duly registered /Notarized as perprevailing law) in favour of an individual to sign the tender documents and create liability against the Firm. 4.Joint Venture (JV): The tenderer shall submit documents as mentioned in Clause 17 of the Tender document (Second Sheet). 5.Company registered under Companies Act-2013: The tenderer shall submit (i) the copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company; and (ii) 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. 6.LLP (Limited Liability Partnership) Firm: If the tender is submitted on behalf of a LLP Firm 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; and (iii) a copy of Power of Attorney/Authorisation issued by the LLP Firm in favour of the individual to sign the tender on behalf of the LLP Firm and create liability against the Firm.7.Registered Society & Registered Trust: The tenderer shall</p> <p>submit (i) a copy of the Certificate of Registration, (ii) Deed of Formation; and (iii) a copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust. If the above required documents are not uploaded along with the tender, to prove the STATUS of firm that the tender was submitted on behalf of a Sole Proprietorship firm /HUF/ Partnership firm / Joint Venture / Company registered under Companies Act-2013/ LLP(Limited Liability Partnership) Firm: / Registered Society & Registered Trust: etc., then the tender shall be treated as having been submitted by the individual who has signed the tender and the offer will be dealt accordingly.</p>
12	The tenders whether being submitted on behalf of Sole Proprietorship Firm /HUF / Partnership Firm / Joint Venture (JV) / Companies Registered Under Companies Act, 2013/LLP (Limited Liability Partnership) / Registered Society or Registered Trust are required to UPLOAD an UNDERTAKING that – They are 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 the tenderer was / is a 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.
13	Tender Offer should accompany(UPLOADED) with the scanned copies of required Documents such as CERTIFICATE (ANNEXURE V), Power of Attorney, Partnership deed, Joint Venture and originals of the same should be submitted on requirement of the office, failing which the Earnest Money shall be forfeited. The successful tenderers are required to submit ORIGINALCERTIFICATE (ANNEXURE -V) (the copy of which was uploaded with the tender) while submitting the PERFORMANCE GUARANTEE in the office.

14	The tenderers shall not add any conditions on their own either in their covering letter or in the tender documents while submitting their offer. Any such conditions if stated and if are in violation of the Railways tender conditions or having financial implication may lead to summary rejection of the offer. Railway reserves the right to reject such tenders summarily without assigning any reasons whatsoever.
15	I / We have read the various condition in tender attached here to and hereby agree to abide by the said conditions. I / We also agree to keep this tender open for acceptance for a period of 45 days from the date fixed for opening the same and in defaults of there will be liable for forfeiture of my/our earnest money I / We offer to do the work for Divisional Railway Manager [S&T] WCR Kota at the rate quoted and hereby bind myself / ourselves to complete the work in all respect within stipulated completion period.
16	I / We also hereby agree to abide by the General Condition of the contract APRIL 2022 corrected up to date and latest correction till date of tender opening to carryout the work according to the special conditions of contract and specifications of materials and works as laid down by the railway in the Annexed special condition and the current specification for material and works of Central Railway.
17	Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modification, as maybe mutually agreed to between us and indicated in the letter of acceptance of my / our offer for this work.
18	I / We have studied the Documents attached and hereby agree and sign the uploaded documents.
19	The successful bidder shall have to submit a Performance Guarantee (PG) in favour of of Sr. Divisional Finance Manager , West Central Railway, Kota within 21 (Twenty one) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 21 (Twenty one) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 21 (Twenty one) days, i.e. from 22nd day after the date of issue of LOA. Further, if the 60th day happens to be a declared holiday in the concerned office of the Railway, submission of PG can be accepted on the next working day. In all other cases, if the Contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated. In case contract is terminated railway shall be entitled to forfeit Earnest Money Deposit and other dues payable against that contract. In case a tenderer has not submitted Earnest Money Deposit 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.
20	The tenderers shall submit requisite information as per Annexure-VIB, along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet.
21	Wearing of Retro Reflective jackets while working on or near track is mandatory for all contractual staff.
22	“Performance guarantee” @ 5% to be submitted in favour of Sr. DFM/WCR/KOTA.
23	As PER TELECOM CIRCULAR JPO 17/2013 Dt 24.06.2013 penalty will be imposed on contractor during case of cable cutting/Damage (TELECOM /SIGNALING/OFC cable).
24	All guidelines for installations and maintenance of Electric Lifting Barrier (ELB) mentioned in TAN, STS/E/TAN/3020 dated:02.02.26 shall be followed during execution.
***** END OF THE DOCUMENT *****	

