

WESTERN RAILWAY
TENDER FORM (First Sheet)

Tender No.: 04-TRDBVP-2026-27-R.

Name of Work: Supply and installation of CCTVs at SPs, SSPs, TSS, TW sheds and TRD Depots.

To

The President of India

Acting through the Senior Divisional Electrical Engineer (Traction), Bhavnagar, Western Railway

I/We_____have read the various conditions to tender attached here to and agree to abide by the said conditions. I/We also agree to keep this offer open for acceptance for a period of 60 days from the date fixed for 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 Bhavnagar Division of Western 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 12 months from the date of issue of letter of acceptance of the tender.

2. I/We also hereby agree to abide by the Indian Railways Standard General Conditions of Contract, with all correction slips up-to-date and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by Railway in the annexed Special Conditions/Specifications, Standard Schedule of Rates (SSOR) with all correction slips up-to-date for the present contract.
3. A Bid security of **Rs.1,78,500/-** has already been deposited online/ submitted as Bank Guarantee bond. Full value of the Bid security shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if:
 - a) I/We do not submit the Performance Guarantee within the time specified in the Tender document;
 - b) I/We do not execute the contract documents within seven days after receipt of notice issued by the Railway that such documents are ready; and
 - c) I/We do not commence the work within fifteen days after receipt of orders to that effect.
4. I/We am/are a Startup firm registered byDepartment of Industrial Policy and Promotion (DIPP) and my registration number isvalid up to (Copy enclosed) and hence exempted from submission of Bid security.
5. We are a Labour Cooperative Society and our Registration No. is with..... and hence required to deposit only 50% of Bid security.
6. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.

Signature of Witnesses:

1.

2.

Signature of Tenderer(s)

Date:

Address of the Tenderer(s)

TENDER FORM (Second Sheet)

1. **Instructions to Tenderer and Conditions of Tender:** The following documents form part of Tender / Contract:
 - I. NIT header
 - II. Schedule
 - III. Item break up
 - IV. Eligibility condition
 - V. Compliance
 - VI. Documents attached
 - A. SGCC with latest AC's
 - B. Attached Tender Document
 - a. Tender Forms – First Sheet and Second Sheet
 - b. Special conditions/Technical specifications.
 - c. Declaration
 - d. Standard General Conditions of Contract and Standard Specifications (Works and Materials) of Indian Railways as amended/corrected up to latest correction slips, copies of which can be seen in the office of Sr. Divisional Electrical Engineer (Traction) or obtained from the office of the Chief Electrical Engineer, Western Railway on payment of prescribed charges.
 - e. Standard Schedule of Rates as amended / corrected up to latest correction slips, copies of which can be seen in the office of Sr. Divisional Electrical Engineer (Traction) or obtained from the office of the Chief Electrical Engineer, Western Railway on payment of prescribed charges.
 - f. All general and detailed drawings pertaining to this work which will be issued by the Engineer or his representatives (from time to time) with all changes and modifications.
2. Drawings for the Work: The Drawing for the work can be seen in the office of the Sr. Divisional Electrical Engineer (Traction), Western Railway, Bhavnagar and / or Chief Electrical Engineer, Western 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 **Western Railway** as applicable to Bhavnagar 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 **TWELVE MONTHS** from the date of issue of acceptance letter.

1. Bid Security

- (a) Subject to exemptions provided under para 5(1) (a) of Part-1 (ITT) of GCC of April 2022, the tender must be accompanied by a Bid security as mentioned in tender documents, failing which the tender shall be summarily rejected.
- (b) The Tenderer(s) shall keep the offer open for a minimum period of 60 days (in case of two packet system of tendering 90days) from the date of closing of the Tender. It is understood that the tender documents have been issued to the Tenderer(s) and the Tenderer(s), is / are permitted to tender in consideration of the stipulation on his/ Their part that after submitting his / their tender subject to the period being extended further, if required by mutual agreement from time to time, he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to **Western Railway**. Should the tenderer fail to observe or comply with the foregoing stipulation, the amount deposited or Bank guarantee bond submitted as Bid security deposit (BD) for the due performance of the above stipulation, shall be forfeited to the Railway.
- (c) If his tender is accepted,
- (i) the Bid security deposit mentioned in sub para(a) above deposited in cash through e-payment gateway will be retained as part security for the due and faithful fulfilment of the contract in terms of Clause 16 of the Standard General Conditions of Contract;
 - (ii) the Bid security deposit mentioned in sub para(a) above submitted as Bank guarantee bond, will be encashed as part security for the due and faithful fulfilment of the contract in terms of Clause 16 of the Standard General Conditions of Contract. The Bid security deposit 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 deposit that may happen thereto while in their possession, nor be liable to pay interest thereon.
- (d) In case Contractor submits the Term Deposit Receipt/Bank Guarantee Bond towards either the Full Security Depositor the Part Security Deposit equal to or more than Bid security deposit, the Railway shall return the Bid security deposit so retained as per sub para(c) above, to the Contractor.
6. **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.
7. 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.
8. If the tenderer(s) expire(s) after the submission of his / their tender or after the acceptance of his / their offer, the Railway shall deem such tender cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the Railway shall deem such tender as cancelled, unless the firm retains its character.
9. If any partner(s) of a partnership firm expires after the submission of its tender or after the acceptance of its tender, the Railway shall deem such tender as cancelled/contract as terminated under clause 61 of the Standard General Conditions of Contract, unless the firm retains its character as per partnership agreement. If a sole proprietor expires after the submission of tender or after the acceptance of tender, the Railway shall deem such tender as cancelled / contract as

terminated under clause 61 of the Standard General Conditions of Contract.

10. Eligibility criteria for the tenderer

10.1 Technical eligibility criteria

- (a) Tenderer has to submit attested copy of valid electrical contractor's license as per IE rule 45, which can be in his own name or in the name of his firm.
- (b) The tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:
 - (i) Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, or
 - (ii) Two similar works each costing not less than the amount equal to 40% of advertised value of the tender, or
 - (iii) One similar work costing not less than the amount equal to 60% of advertised value of the tender.

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

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

OR

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

OR

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

Note for (b) (1): Separate completed works of minimum required values shall also be considered for fulfilment 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 notarized, legally enforceable in the court of law, shall be executed by the main contractor with the subcontractor for the component(s) of work proposed to be executed by the subcontractor(s), and shall be submitted along with the offer for considering subletting of that scope of work towards fulfilment of technical eligibility. Such subcontractor must fulfil technical eligibility criteria as follows:

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

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

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

Note for Item 10.1:

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

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

10.1(A) Similar nature work for “Supply and installation of CCTVs at SPs, SSPs, TSS, TW sheds and TRD Depots” is as follows:

Tenderer should have experience on “Any work of IP based CCTV with networking”. (HQ Comp. no: 1928 (SG32/0Vol.V Tender Policy And Similar nature of work) dated 26.03.2026.

10.2. Financial Eligibility Criteria: The tenderer must have minimum average annual contractual turnover of V/N or ‘V’ whichever is less; where V= Advertised value of the tender in crores of Rupees and N= Number of years prescribed for completion of work for which bids have been invited.

The average annual contractual turnover shall be calculated as an average of “total contractual payments” in the previous three financial years, as per the audited balance sheet. However, in case balance sheet of the previous year is yet to be

prepared/ audited, the audited balance sheet of the fourth previous year shall be considered for calculating average annual contractual turnover.

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

Bid Capacity: The tender/technical bid will be evaluated based on bid capacity formula detailed as Annexure-VI.

No Technical and Financial credentials are required for tenders having advertised value up to Rs 50 lakh except electrical contractor license as per IE rule 45 as per clause 10(a) of this tender document. Credentials if submitted in foreign currency shall be converted into Indian currency i.e., Indian Rupee as under:

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

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

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

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 Western Railway shall submit along with his / their tender:

- i. Certificates and testimonials regarding contracting experience for the type of job for which tender is invited with list of works carried out in the past.
- ii. Certificates which may be an attested Certificate from the client, Audited Balance Sheet duly certified by the Chartered Accountant etc. regarding contractual payments received in the past.
- iii. The list of personnel / organization on hand and proposed to be engaged for the tendered work. Similarly list of Plant & Machinery available on hand and proposed to be inducted and hired for the tendered work.
- iv. A copy of certificate stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the certificate to be submitted by the bidder is enclosed as Annexure-V, in case of other than Company/Proprietary firm, Annexure-V(A) shall also be submitted by each member of a partnership firm/Joint venture (JV)/ Hindu undivided family (HUF)/ Limited liability partnership (LLP) etc. as the case may be. Non submission of a copy of certificate by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self-attested/ digitally signed by which they/he are/is qualifying the Qualifying Criteria mentioned in the Tender Document. (as per GCC April 22 advance correction slip No.2 dated 13.12.2022).
- v. The Railway reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the Railway, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Railway shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the Railway there under.
- vi. (a) In case of any information submitted by tenderer is found to be false forged or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender besides banning of business for a period of up to five years.
(b) In case of any information submitted by tenderer is found to be false forged or incorrect after the award of contract, the contract shall be terminated. BD, 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.

12. Non-compliance with any of the conditions set forth therein above is liable to result in the tender being rejected.
13. **Execution of Contract Documents:** The successful Tenderer(s) shall be required to execute an agreement with the President of India acting through the Senior Divisional Electrical Engineer, Bhavnagar, Western Railway for carrying out the work according to Standard General Conditions of Contract, Special Conditions / Specifications annexed to the tender and Standard Specifications (Works and Materials) of Railway as amended/corrected up to latest correction. Slips, mentioned in tender form (First Sheet).
14. **Partnership Deeds, Power of Attorney, etc.:**
- 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/ HUF (Hindu Undivided Family)/ 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):
- (i) 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 favor of the individual to sign the tender on behalf of the LLP and create liability against

the LLP.

- (iv) An undertaking by all partners of the LLP that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were / are partners/members. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.
- (v) All other documents in terms of Para 10 of the Tender Form (Second Sheet).
- (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 favor of the individual to sign the tender documents and create liability against the Society/Trust.
 - (iv) A copy of Rules & Regulations of the Society
 - (v) All other documents in terms of Para 10 of the Tender Form (Second Sheet) above.
 - (vi) If it is NOT mentioned in the submitted tender that tender is being submitted on behalf of a Sole Proprietorship firm / Partnership firm / Joint Venture / Registered Company etc., then the tender shall be treated as having been submitted by the individual who has signed the tender.
 - (vii) After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm / Partnership Firm / Registered Company/ Registered Trust / Registered Society / HUF/LLP etc. shall be neither asked nor considered, if submitted. Further, no suo-moto cognizance of any document available in public domain (i.e., on internet etc.) or in Railway's record/office files etc. will be taken for consideration of the tender, if no such mention is available in tender offer submitted.
 - (viii) A tender from JV shall be considered only where permissible as per the tender conditions.
 - (ix) The Railway will not be bound by any change of power of attorney or in the composition of the firm made subsequent to the submission of tender. Railway may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.

15. The tenderer whether sole proprietor/ a company or a partnership firm / 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 submit the tender, sign the agreement, receive money, co- ordinate measurements through contractor's authorized engineer, witness measurements, sign measurement books, compromise, settle, relinquish any claim(s) preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration. The above power of attorney shall be submitted even if such specific person is authorized for above purposes through partnership deed / Memorandum of Understanding / Article of Association or such other document, failing which tender is liable to be rejected.

A separate power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favor of the specific person whether he/they be partner(s) of the firm or any other person, shall be submitted after award of work, specifically authorizing him/them to deal with all other contractual activities subsequent to signing of agreement, if required. Note: A Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and

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

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

a) Should a tenderer

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

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

OR

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

AND

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

THEN

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

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

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

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

17. **Participation of Joint Venture (JV) in Works** Tender as mentioned in Clause 17 of the Tender form of Second sheet of Indian Railways Standard General Conditions of Contract, April 2022 or latest correction slips.
18. **Participation of Partnership Firms in works tenders** as mentioned in Clause 18 of the Tender form of Second sheet of Indian Railways Standard General Conditions of Contract, April 2022.

19. Advances to Contractor:

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

20. It is responsibility of the tenderer to check any correction or any modifications published subsequently in website and the same shall be taken into account while submitting the tender on website.
21. Each of the page of tender documents and corrigendum (if any) is required to be signed by person/ persons submitting the tender in token of their having acquainted themselves with latest GCC, standard specification as laid down at the time of contract agreement.
22. Tenderer/s is/are free to download tender document at their own risk and cost, for the purpose of perusal as well as for using the same as tender document for submitting the offer. Master copy of the tender document is available in the office of The Sr. Divisional Electrical Engineer, Western Railway, Bhavnagar-45. After award of work an agreement will be prepared based on the master copy of tender available in the above-mentioned office. In case, any discrepancy between the tender documents downloaded from the Internet and master copy later shall prevail and will be binding on the tenderer/s no claim on this account will be entertained.
23. If any change/addition/deletion is made by the Tenderer/Contractor and the same is detected at any stage even after the award of the tender, full Bid Security will be forfeited and the contract will be terminated at his/their risk and cost. The tenderer is also liable to be banned from doing business with Railways and/or prosecuted.
24. Omissions & Discrepancies: Should a tenderer find discrepancies in or omissions from the drawings or any of the Tender Forms or should he be in doubt as to their meaning, he should at once notify the authority inviting tenders. The tender inviting authority may, if deemed necessary, clarify the same to all tenderers. It shall be understood that every endeavor has been made to avoid any error which can materially affect the basis of tender and successful tenderer shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.
25. Tenderers are requested to submit his offer well within the closing time of tender and Railway will not be responsible for any last-minute technical snag whatsoever in submission of bid.
26. In case of any wrong information submitted by tenderer, the contract shall be

terminated, Bid Security (BD), Performance Guarantee (PG) and security Deposit (SD) of contract forfeited and agency banned for doing business on entire Indian Railways for a period of upto 5(Five) years.

27. With such a system of self-certification of credentials, Tender finalization should also be speeded up. It has accordingly been decided that the tender validity period should be reduced to 60 days for single packet and 90 days for Two packet system of tendering for tenders having affidavit-based system of credential verification.

28. A sum of **Rs.1,78,500/-** as Bid Security shall be paid through online gateway facilities provided on IREPS website.

29. Bid Security:

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

Value of the Work Bid Security:

Bid security to paid	2% of the estimated cost of the work.
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Note:

- i. The Bid Security shall be rounded off to the nearest Rs.100. This Bid Security shall be applicable for all modes of tendering.
 - ii. Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Start-ups' shall be exempted from payment of Bid Security detailed above.
 - iii. 100% Govt. owned PSUs shall be exempt from payment of Bid Security detailed above.
 - iv. Labour Cooperative Societies shall deposit only 50% of above Bid Security detailed above.
- (b) It shall be understood that the tender documents have been issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Engineer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the Railway.
- (c) If his tender is accepted this Bid Security mentioned in sub clause (a) above will be retained as part security for the due and faithful fulfilment of the contract in terms of Clause 16 of the Standard General Conditions of Contract. The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation 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 within 5 working days before closing date for submission of bids.
 - iii. Non submission of scanned copy of Bank Guarantee with the bid on e-tendering portal (IREPS) and/or non-submission of original Bank Guarantee within the specified period shall lead to summary rejection of bid.
 - iv. The Tender Security shall remain valid for a period of 90 days beyond the validity period for the Tender.
 - v. The details of the BG, physically submitted should match with the details available in the scanned copy and the data entered during bid submission time, failing which the bid will be rejected.
 - vi. The Bank Guarantee shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification "Bid for the ***** Project" and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right-hand top corner of the envelope.
 - vii. The envelope shall be addressed to the officer and address as mentioned in the tender document.
 - viii. If the envelope is not sealed and marked as instructed above, the Railway assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.
30. The Bid Security for the due performance of the stipulation to keep the offer open till the date specified in the tender will be refunded to the unsuccessful tenderer/ tenderers within a reasonable time, after deducting postal registration charges and other if any Amount. The full Bid Security by the successful tenderer/tenderers, will be retained towards the security deposit for due and faithful fulfilment of the contract, but shall be forfeited if the contractor fails/contractors fail to execute the Agreement bond or to start the work within the time as specified in the letter of offer after notification of the acceptance of his/their tender. The Railway shall not be responsible for any loss or depreciation that may happen to the Bid Security while in their possession and not be liable to pay interests there on.
31. Tenderer shall submit documentary proof in support of satisfying eligibility criteria, failing which their offer shall be treated as invalid & summarily rejected.
32. In case whether the power of attorney/partnership deed has not been executed in English the true and authenticate copies of translation of the same by advocate authorized translator of court and licensed petition writers should be supplied by the contractor while tendering for the work.
33. A) If the tenderer/s has/have already submitted the partnership deed, power of attorney or any other documents relating to their firm they will attach a declaration signed by all the partners of firm to the following effect. The partnership deed, power of attorney is already submitted to the Railway Administration vide letter No.

_____Dated _____hold good for this contract also.

B) The Railway will not be bound by any power of attorney granted by the tenderer or by change in the composition of the firm made subsequent to the execution of the contract. It may however, recognized such powers of attorney and change after obtaining proper legal advice the cost of which will be chargeable to

the contractor. The charges have been fixed Rs. 100/- payable by the tenderer at the time of submitting the power of attorney for scrutiny legal advice. If the power of attorney is not accepted otherwise than for legal effect the charges will be refunded, if the power of attorney is returned on account of legal defect for correction separate charges of Rs. 50/- for security of corrected power of attorney will be payable by the tenderer while resubmitting the power of attorney. The same charges will be recoverable for scrutiny of all documents as in file of. The charges mentioned above are liable to vary and contractor shall be bound to make payment as per latest norms. Power of attorney, partnership deed, joint ventures or any other legal documents shall be subjected for legal vetting in head quarter office unless these are already vetted and no change have been incorporated in them till date of opening of tender. No payment shall be made unless legal vetting is obtained on such documents.

34. **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.
35. The successful tenderer/Tenderer shall be required to execute an agreement with the president of India acting through Divisional Railway Manager (Elect.) Western Railway Bhavnagar to carry out the work according to the latest Standard General Conditions of Contract and as per terms & conditions of the tender and technical specifications of the work.
36. **Railway Passes:** No free railway passes shall be issued by the Railway to the Contractor or any of his employee/worker.
37. **Carriage of Materials:** No forwarding orders shall be issued by the Railway for the conveyance of Contractor's materials, tools and plant by train which may be required for use in the works and the Contractor shall pay full freight charges at public tariff rates therefore.
38. The successful tenderer will however have no right or claim in the execution of the work, which is in opinion of the Sr. Divisional Electrical Engineer (Traction) that work should be carried out departmentally or otherwise. The Sr. Divisional Electrical Engineer (Traction) reserves to himself the right at any time after the acceptance of the tender to keep back from the contract and carry work in other ways or by other agency all work or any portion of work, he may think fit without assigning any reasons.
39. All loading/ unloading and transportation that may be required shall be done by the contractor at his own cost. No counter offer/ deviation from tender conditions shall be given in the tender. The rates should be inclusive of supervision and all incidental charges. No extra payment on any account would be admissible.
40. Cess and drinking water charges will be recovered from the contractors as per rules in force from time to time.
41. Royalty on materials to be supplied by the contractor for construction work if any (Except those to be supplied by the Railway) will be borne by the contractor.
42. Arrangements for permits or license for materials will not made by the Railway, but assistance will be given whenever possible.

43. All taxes, duties and other Govt. levies etc. shall be liable to be deducted as per rates and rules in force at the time of preparation of bill and contractor shall have no objection in this regard. The rates quoted by tenderer shall be inclusive of all taxes, duties and other Govt. levies etc.
44. The successful tenderer should give no claim certificate at the time of signing the final bill. The payment of the final bill as well as refund of security deposit will not be arranged till such certificate is given.
45. Non-compliance with any of the conditions set forth there in above is liable to result in the tender may be rejected.
46. The tender form is not transferable.
47. The tenderer(s) shall inspect the proposed site of work and acquaint himself/themselves with the site conditions, working hours, layout of, land trees and shrubs that he/they will have to cut, type of strata likely to be met within the burrow pits, stacking space for materials, approach roads, path ways available, etc. and all relevant items connected with the execution of the work. No claim shall be entertained for the contractor (s) making his/their own arrangement for approaches/approach road from outside Railway land and contractor (s) will bear entire expenses such as road taxes, payment for right of way, etc. outsiders and for construction of approaches/approach roads etc.
48. The contractor shall inspect the site fully before quoting of tender. The work shall be done as per site requirements and tender schedule. The contractor shall quote rates after fully satisfying himself about site requirements.
49. All drawings copies of which may be furnished to the contractors by the Railway Administration shall be treated as secret documents and should not be handed over or shown to the persons other than who are directly concerned with the work. The drawings shall be returned to the Engineer-in-charge on completion of the works or termination of the contract.
50. The contractor shall take all steps necessary to ensure that all persons employed to any work in connection with this contract have noticed that the Indian officials secret act 1923 (XIV) of 1923 is applied to them and will continue to apply even after the execution of such work under the contract.
51. Tenderer shall have not tamper/ modify the tender forms in any manner. In case, if the same is found to be tampered/ modified, tender will be summarily rejected and full Bid Security will be forfeited and tenderer are liable to the banned from doing business with Railways and/or prosecuted.
52. The tenderer should keep the offer open for 60 days (in case of two packet system of tendering 90 days) from the date of opening of the tender.
53. Contractors registered with DGS & D controller of stores, NSSI/SSI and having permanent Bid Security with stores Department of the Railway are not exempted from Bid Security.
54. Rates tendered should be inclusive of all taxes & levies etc. If there is any variation between the rates quoted in figures and in words the rates quoted in "WORDS" shall

be taken as correct. However, if more than one or improper rates are quoted, then such ambiguous offers shall be summarily rejected. Similarly, if a tenderer fails to strike out "below/above/at par" then in such condition the offer shall be treated as below.

55. The completion period of the work will be **Twelve Months**.
56. The tenderer shall submit an analysis of rates if called upon to do so.
57. This work shall be governed by latest Standard General Conditions of Contract of Railway amended up to the date of opening of tender.
58. Railway shall not be responsible for any personal injury or loss to the representative of the firm or any other loss to the firm while they are on the job at Railway premises. The contractor's representative shall observe all the disciplinary and safety codes as applicable to Railway employees at the premises of Railways.
59. The successful contractor should have experience and expertise in undertaking such jobs and he will get the work done by experienced and skilled manpower.
60. The rates are firm & consolidated and inclusive of all taxes, duties, levies including ED, ST on works contract, incidental transport etc.
61. No payment at the stage of supply shall be made against all items where supply rates have been shown zero. Full payment of supply, erection & labour charges for quantity executed against these items shall be given after completion of that particular quantity in running / final bills.
62. No price variation is admissible in this tender whether on rates, taxes, duties, levies etc.
63. The Schedule of Rates & Quantities shall be read together with the GCC in vogue and the terms & conditions incorporated in the tender paper.
64. The unit rate in the rate schedule includes supply, installation, testing, & commissioning including all contingent material like hard ware, bushes, PVC flexible pipe, down rods, chain, clamps, connecting wires etc. if not specified in the rates schedule.
65. All released material, if any, shall have to be handed over to concerned Railway supervisor in-charge of the jurisdiction with deploying manpower as well as own transport of contractor.
66. Any correction in made by the tenderer/tenderers his/their entries must be attested by him/them.
67. During execution of contractual work, the consignee should not issue departmental material (which is contractor supply items) to the contractor keeping Railways interest at top priority.
68. Contract shall be governed by GST act and rules as applicable from time to time.
69. **Care in submission of tender:**
 - (a) (i). Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all-

inclusive to accord with the provisions in Clause-37 of the Standard General Conditions of Contract for the completion of works to the entire satisfaction of the Engineer.

(a) (ii) Tenderers will examine the various provisions of the Central Goods and service Tax Act, 2017 (CGST) / Integrated Goods and Service Tax Act, 2017(IGST) / Union Territory Goods and Service Tax Act, 2017(UTGST) / respective state's State Goods and Service 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.

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

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

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

(c) The Railway will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.

70. Contractor shall follow the guidelines regarding application of policies/Laws related to "Contract labour".

1. Social security covers under ESI Act, PF Act are to be followed.
2. Issue of ID cards.
3. Labour Law Related to
 - I. Minimum Wages Act.
 - II. Payments of Wages Act.
 - III. Apprentice Act.
 - IV. Provisions of contract labour (Regulation and abolition) Act.
 - V. Reporting of accident to labour commissioner.
 - VI. Provision of workmen compensations Act.
 - VII. Railway not to provide quarters to contractors.
 - VIII. Compliance of rules for employment of labour.
 - IX. Non employment of female labour in cantonment areas.
 - X. Non employment of labour below the age of 15.
 - XI. Medical fitness of labour is to be followed.

71. Provisions of Contract Labour (Regulation and Abolition) Act, 1970:

- a) The regulation of abolition Act of 1970 and Central rules of 1971 will be governed by Para 55-A of Part II of GCC for services April-2022.

Hyperlink: <https://drive.google.com/file/d/1PJLoOo84mpdCCtxnTvigITGpH3xoICPM/view?usp=sharing>

72. Variation in quantities of tender schedule (as per New GCC -April 2022).

73. 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.

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

- (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 agreement 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 foundation work, no variation limit shall apply and the work shall be carried out by the Contractor on agreed rates irrespective of any variation.
- (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 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).

Valuation of Variations: The enlargements, extensions, diminution, reduction, alterations or additions 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 items/quantities of work falling outside the purview of the Bill of quantities above shall be paid for at the rates determined under Clause-39 of the GCC-April 2022 Conditions or its latest amendment.

75. General Conditions of Contract:

As per New GCC (April 2022) or as per latest amendments.

Hyperlink: <https://drive.google.com/file/d/1PJLoOo84mpdCCtxnTvigITGpH3xoTCPM/view?usp=sharing>

76. Performance Guarantee [PG]:

The terms and conditions of Performance Guarantee will be as per latest GCC of April 2022 with all its latest amendments issued from time to time.

77. Security Deposit [SD]: (As per New GCC (April 2022) clause no. 16 (1,2,3):

The terms and conditions of Security deposit will be as per latest GCC of April 2022 with all its latest amendments issued from time to time.

78. Furnishing Wrong Information:

If the tenderer/s deliberately gives/give wrong information in his/their tender, creates/Create circumstances for the acceptance of his/their tender, the Railway administration reserve the right to reject such tender at any stage.

79. Railway Administration Reserve the Rights:

The Railway Administration reserves the right to change or amend the drawings as and when necessary, at any stage of the work. No claim of any kind what so ever will be entertained by the Railway. In case the execution of any item of the work is held up for want of approved design or late supply of

such material as are to be arranged by the Railway, then such failure or delay shall in no way effect or vitiate the contract or alter the character thereof or entitle the contractor for damages or compensation thereof but in any such case, the Railway may grant such extension of the completion date as may be considered reasonable.

80. Railways Not Bound to Accept Any Tender:

- i. The Railways shall not be bound to accept the lowest or any tender or to assign any reason for non-acceptance or rejection of a tender.
- ii. The Railways reserve the right to accept any tender in respect of the whole or any portion of the work specified in the tender papers or to sub-divide the work among different tenderer or to accept any tender for less than the tendered quantities without assigning any reason whatsoever.
- iii. The Railway Administration reserve the right to modify the quantity from time to time whether it is an increase or decrease in the scope and quantity of work. The tenderer shall not be entitled to any compensation but will be paid for as per contract for the actual work done.

81. Price Variation Clause (PVC):

Price variation clause will be governed by Para-46A of GCC of April 2022 or latest

82. Measurements, certificates and payments:

Quantities in Schedule Annexed to Contract:

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

Measurement of Works by Railway:

The Contractor shall be paid for the works at the rates in the accepted Schedule of Rates and for extra works at rates determined under Clause 39 of GCC-April 2022 on the measurements taken by the Engineer or the Engineer's representative in accordance with the rules prescribed for the purpose by the Railway. The quantities for items the unit of which in the accepted Schedule of Rates is 100 or 1000 shall be calculated to the nearest whole number, any fraction below half being dropped and half and above being taken as one; for items the unit of which in the accepted Schedule of Rates is single, the quantities shall be calculated to two places of decimals. Such measurements will be taken of the work in progress from time to time and at such intervals as in the opinion of the Engineer shall be proper having regard to the progress of works. The date and time on which 'on account' or 'final' measurements are to be made shall be communicated to the Contractor who shall be present at the site and shall sign the results of the measurements (which shall also be signed by the Engineer or the Engineer's representative) recorded in the official measurements book as an acknowledgement of his acceptance of the accuracy of the measurements. Failing the Contractor's attendance, the work may be measured up in his absence and such measurements shall, notwithstanding such absence, be binding upon the Contractor whether or not he shall have signed the measurement books provided always that any objection made by him to measurement shall be duly investigated and

Considered in the manner set out below:

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

(b) If an objection raised by the Contractor is found by the Engineer to be incorrect the Contractor shall be liable to pay the actual expenses incurred in measurements. Measurement of Works by Contractor's Authorized Representative (in case the contract provides for the same):

(a) The Contractor shall be paid for the works at the rates in the accepted Schedule of Rates and for extra works at rates determined under Clause 39 of these Conditions on the measurements taken by the Contractor's authorized Engineer in accordance with the rules prescribed for the purpose by the Railway. The quantities for items the unit of which in the accepted Schedule of Rates is 100 or 1000 shall be calculated to the nearest whole number, any fraction below half being dropped and half and above being taken as one; for items the unit of which in the accepted Schedule of Rates is single, the quantities shall be calculated to two places of decimals. Such measurements will be taken of the work in progress from time to time. The date and time on which 'on account' or 'final' measurements are to be made shall be communicated to the Engineer.

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

(i) It shall be open to the Contractor to take specific objection to test checks of any recorded measurement within 7 days of date of such test checks. Any re-test check done by the concerned Railway's authority in the presence of the Contractor or in his absence after due notice given to him in consequent of objection made by the Contractor shall be final and binding on the Contractor and no claim whatsoever shall thereafter be entertained regarding the accuracy and classification of the measurements.

(ii) If an objection raised by the Contractor is found by the Engineer to be incorrect the Contractor shall be liable to pay the actual expenses incurred in measurements.

(b) Incorrect measurement, actions to be taken: If in case during test check or otherwise, it is detected by the Engineer that agency has claimed any exaggerated measurement or has claimed any false

measurement for the works which have not been executed; amounting to variation of 5% or more of claimed gross bill amount, action shall be taken as following:

- (i) On first occasion of noticing exaggerated/ false measurement, Engineer shall impose a penalty of 10% of claimed gross bill value.
- (ii) On any next occasion of noticing any exaggerated/false measurement, railway shall impose penalty of 15% of claimed gross bill value. In addition, the facility of recording of measurements by Contractor as well as release of provisional payment shall be withdrawn. Once withdrawn, measurements shall be done by railway as per clause 45(i) above.

"On-Account " Payments: The Contractor shall be entitled to be paid from time to time by way of "On-Account" payment only for such works as in the opinion of the Engineer he has executed in terms of the contract. All payments due on the Engineer's/Engineer's Representative's certificates of measurements or Engineer's certified "Contractor's authorized Engineer's measurements" shall be subject to any deductions which may be made under these presents and shall further be subject to, unless otherwise required by Clause 16 of these Conditions, a retention

of ten percent by way of Security Deposits, until the amount of Security Deposit by way of such retentions shall amount to 5% of the total value of the contract provided always that the Engineer may by any certificate make any correction or modification in any previous certificate which shall have been issued by him and that the Engineer may withhold any certificate, if the works or any part thereof are not being carried out to his satisfaction.

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

On Account Payments not Prejudicial to Final Settlement: "On-Account" payments made to the Contractor shall be without prejudice to the final making up of the accounts (except where measurements are specifically noted in the Measurement Book as "Final Measurements" and as such have been signed by the Contractor and Engineer/Engineer's Representative) and shall in no respect be considered or used as evidence of any facts stated in or to be inferred from such accounts nor of any particular quantity of work having been executed nor of the manner of its execution being satisfactory.

Manner of Payment: Unless otherwise specified payments to the Contractor will be transferred electronically to his bank account.

SPECIAL CONDITIONS OF TENDER

1. The following special conditions supplement to the regulations for tenders and contracts, conditions of tender and general conditions of contract and should be considered as part of the contract papers where the provision in the special conditions are at variance with general conditions/other documents mentioned above, the special conditions shall prevail upon.
2. All the terms and conditions stipulated under special Conditions are binding upon the contractor in all matters of dispute the decisions of Senior Divisional Electrical Engineer (Traction) Bhavnagar division, Western railway (Sr DEE/TR/BVP) shall be final. It is to be noted that the works may be executed at any other site in BVP division other than specified in the tender document as per the discretion of Sr.DEE/TR/BVP.
3. Contractor shall deploy his competent staff as per the requirement of the work. However, the number of hours for each labor should not exceed the stipulated maximum number of man-hours in a fortnight as per the hours of employment regulations stipulated in minimum wages Act/Labor laws in force.
4. The Railway Engineer-in-Charge reserves the right to ask the removal of any staff without reason in cases of misconduct, negligence, or breach of duty done by staff. The decision of the Railway Engineer-in-Charge is final and binding.
5. **ACCIDENTS:** The tenderer shall indemnify and keep the purchaser/consignee indemnified and harmless against all actions, suits, claims, demands, costs, charges or expenses arising in connection with any death or injury sustained by any person or persons within the Railway premises and any loss or damages to Railway property sustained due to the act or omission of the tender's his agents or his staff during the execution of this contract irrespective of whether such liability arises under the workman's compensation act, or fatal accident act or factory act or payment of wages act or any other statutes in force for the time being.
6. The tenderer should abide by all Railway rules and regulations in force from time to time and ensure that same are being followed by his representatives, agents or subcontractor or workmen.
7. If at any time the works to be carried out directly concerned with the safety of trains, the tenderer's staff must comply fully with

Railway regulations given to him by the authorized Railway staff. They shall notify the authorized representative of the purchaser/consignee who will take all necessary steps in this regard.

8. The contractor shall promptly and correctly carry out all instructions received from time to time from Sr.DEE/TR/BVP or his authorized representative.
9. The employee/labor engaged/deployed by the contractor for the execution of said contract will be employed by the contractor only and will have no claim for employment in railway organization/establishment, whatsoever.
10. The workers to be engaged by the contractor shall be medically fit and free from any communicable diseases.
11. The personnel deployed for the tendered work should be of good character who can interact with railway personnel in a polite & decent manner. It shall be the sole responsibility of the contractor to ensure that the personnel deployed in this work do not have bad habits or misbehave with any railway staff and bear good moral character.
12. Addenda and corrigenda to the 'Special/other Terms and conditions may be issued as and when necessary and the tenderers shall abide by them. During the working, it will be sole/entire responsibility of the contractor to ensure safety of the staff and due to carelessness of the working of his staff, if any damage is done to railway property or any theft is committed, the amount, so assessed, shall be recovered from the contractor along with imposition of fine/penalty as the administration deems fit.
13. **Storage for supply of material by contractor**
 - a) material (i) All materials mentioned in the schedule of material and works required for the execution of the contract, shall be arranged and supplied by the Contractor in the Stores Depot of Sectional SSEs/TRD of Bhavnagar division or as advised by the Engineer In charge to realize the end objective.
 - b) The material mentioned in the schedule shall be delivered by the Contractor at various locations depending on requirement, which is to be issued by Engineer in charge at appropriate time on receipt of a written request from the contractor.

- c) The contractor will be responsible for the safety of the material at site from the date of issue to the date of issue of Provisional Acceptance Certificate of the system.
- d) Authorized representative(s) of engineer in-charge will keep record of material on day-to-day basis in summarized form and shall convey monthly position of store supplied by and issued to the contractor to the engineer in-charge of the work.

14. Inspection of work:

The Railway's representatives or officers may inspect the work site at any time to check the progress and quality of the work. Any defects identified by the inspecting officials must be rectified by the contractor at their own cost. If the inspecting officer finds the progress unsatisfactory or the quality of work substandard, they may order the contractor to suspend the work immediately. If the contractor fails to address the defects promptly, the Railway reserves the right to rectify the defects and complete the remaining work through another agency at the risk and cost of the defaulting contractor.

- 15. An Inspection Register/ Site Order book shall be maintained at the site of work by the contractor, wherein the Engineer in charge of the work or his executive subordinate shall record instructions regarding the working etc. It is expected that the Contractor or his representative at the site shall note such instructions whenever asked upon to do so and take action accordingly. This register shall have entry on day-to-day basis regarding the progress of work. Record should also be kept with joint signature of Railways & firms representative for all release wiring (if any) too. This should be produced during the inspection & check of Railway engineer in charge along with drawing showing new installation locations.

16. Inspection of materials:

- (a) Inspection of the materials will be carried out by RDSO/RITES or by authorized representative of the Engineer in-charge of the work,
- (b) All the materials/equipment to be supplied shall conform to the relevant specification only.
- (c) The inspection charges, if any, shall be reimbursed by the railway on production of documentary evidence from RITES/ RDSO/ authorized & approved testing agency as demanded by the engineer.
- (d) All the procured material is to be inspected by the concerned depot in charge before erection of material at site and 2 % test check of all the material will be done at JS/SS officer level.

- (e) RITES inspection is required for materials valued above ₹5 lakhs. Approval of Sr.DEE/Tr/BVP is required if RITES inspection is not carried out for any material.

17. Works completion report:

Work completion report will have to be given by the contractor after the work has been completed in all respects with information as specified in clause, after clearing of site before submitting his final bill.

18. Police verification of labour employed by Contractor:

The Contractor is required to submit police verification certificates with online registration number for all contractual staff that she/he will be hiring for delivery of services for Indian railways.

19. Transportation of material:

The Loading, unloading, transportation of material from the proposed site to TRD depot, or else shall be done contractor on his own cost. It also includes insurance and others charges. The transportation of Railway supplied material shall also be done by contractor if not covered elsewhere in the schedule of works but essential to complete the work. It should be ensured that during loading, transit, unloading etc., any damage to the Rly material or railway property shall be charged on the contractor through necessary debit /recovery as per Rly. Rules/conditions.

20. The vehicles and equipment's of the contractors can be utilized by the Railway administration in case of accidents/ natural calamity involving human lives"

21. Jurisdiction of court:

If any dispute arises between the parties with respect to this agreement, any application or suit shall be instituted only in the court with the local limits of whose jurisdiction, the Western Railway's Divisional Headquarters Office Bhavnagar and both the parties shall be bound by this clause.

22. The Railways reserve the right to accept any tender in respect of the whole or any portion of the work specified in the tender papers or to sub-divide the work among different tenderer or to accept any tender for less than the tendered quantities without assigning any reason whatsoever.

23. Supply of Electricity for work:

Electrical supply will be provided at work site for execution of any TRD work for free of cost if available in the vicinity of work site.

24. Employment of Staff for completion of the work:

Manpower Organization: The tenderer shall have adequate Manpower required for the execution of the tendered work/activities in satisfactory manner. After work completion safe certificate/signed statement in favor of safe work to be submitted to railway representatives at work site.

- a) The staff should be healthy, physically fit, eye side normal with spectacles and generally good physique.
- b) Spoken/Written knowledge of Hindi/English is desired.
- c) Should not have any criminal background.
- d) The Contractor shall be solely responsible for the conduct of the staff deputed by him for the work.
- e) The contractor's staff deputed for duty should not consume alcohol/ intoxicating drugs etc.
- f) The Contractor's staff should not carry any unauthorized / dangerous /explosives in the complex.
- g) No boarding and lodging facilities will be provided by Railway to the staff of the contractor.
- h) Required gang size:
- i) The contractor should proportionately maintain the size of the gang for execution of tender work.

25. Tools and plants:

The contractor will have to make his own arrangements for tools and plants required for execution of all the works given in as per Schedule. If Any T&P provided by Railway (if mentioned to provide in tender), it is to be returned to Railway by contractor in the same condition as provided otherwise penalty will be imposed as per clause of penalty.

26. Commencement of contract:

After the work is awarded, the contractor should be required to furnish the following documents pertaining to the staff proposed to be deputed by him before commencement of the contract.

- (i) Full name of the staff with Aadhar No.

- (ii) Residential/Permanent address with telephone No. if any.
- (iii) Copy of police verification of staff
- (iv) Fitness certificates issued by the Qualified Medical Practitioner & must be a medical officer in the service of state or municipal corporation (Certificate of medical examination - ANNEXURE – VIII Reference Para 60. (2) of Indian Railways Standard General Conditions of Contract, April 2022.
- (v) Railway administration will issue the identity card to the Contractor's staff by signature of Sr DEE/TR/BVP or his authorized representative for which passport size photo of the employee should be submitted.

27. Quality Inspection by Officers/Engineers:

Quality of schedule maintenance and other works carried out by the contractor are subject to periodical inspections by Railway Engineers of various levels as per the schedules laid down by Railways. Any shortfall in the quality of work shall be subject to penalties/Recoveries as per prevailing conditions.

28. Penalties related to defect/deficiencies observed in work:

- i. Recovery Due to Non-Returning of T&P supplied by Railways:

Any T&P items supplied by the Railways "over and above" of "Scope of the work and Special conditions" if supplied by railway in Break downs, the contractor should be liable for safe return of the same. If the contractor fails to return such T&P items, the cost of such T&P will be recovered at the book rate or the market rate whichever is higher.

- ii. Recovery for failing to return unutilized/released Railway supplied material.

The unused materials and released materials should be handed over to the depot in-charge at depot premises after completion of day's work. If the contractor fails to return such materials, the cost of such materials will be recovered at the book rate or the market rate whichever is higher.

- iii. For non-compliance of any other conditions of the tender for which issue raised by Engineer or representative of engineer for non-compliance, token penalty of 1000/- per day till compliance will be imposed.
- iv. Contractor will ensure that deputed staff is not performing duty in intoxicated condition failing to which the concerned staff will be

immediately removed from the working premises and a penalty of 1000/- will be imposed. The contractor has to arrange for another staff immediately so as not to affect working of railways in any manner.

- v. Bill of the executed work will not be processed until submission of data of staff in Sharmik Kalyan Portal.
- vi. If any damage to Railway property occurs during the execution of work, the cost of the damaged item at book rate or market rate whichever is higher along with the cost of its re-erection shall be recovered from the contractor, or recovery shall be made as per the applicable policy, if any.

29. Right to Alter the Scope of Work:

The Railways reserves the right "to alter the scope of work" as well "to drop any portion of this work" within the time of tendering and awarding the contract. The contractor shall be prepared to carry out the work at any other specified locations over the Bhavnagar division depending up on the requirement, as directed by the Railway officials at site.

30. Termination of contract:

If the competent authority decides to withdraw the work, then contract will be terminated as per the procedure laid down in GCC April- 2022 or latest.

31. Subletting of Contract:

The contractor shall not assign/sublet the contract in the interest therein or the part there of to any other party or partner(s) without the consent of the Railway.

32. Advertisement:

The contractor's staff shall not carry or display or exhibit any kind of advertisement on his person at Railway premises.

33. Progress Monitoring of work:

- i) The contractor will submit the daily progress report jointly signed by Contractor's supervisor & railway's representative in the format prescribed by the consignee of the work/authorized

representative of Sr.DEE/Tr/BVP.

- ii) The contractor will also maintain the copy of daily progress report and submit daily to the consignee. The contractor shall also maintain monthly progress report with him for each day & each month respectively for the entire length of the contract.
- iii) Consignee of the work/authorized representative of Sr.DEE/Tr/BVP may suggest modifications in the formats of daily progress reports & monthly progress reports as he may deem fit from time to time.

34. RAILWAY SHALL PROVIDE THE FOLLOWING:

- Locations for installation of schedule items.

35. QUANTUM OF WORK, RECOMMENDED SPARES & OPTIONAL ITEMS:

- The estimated quantities of various items required to be installed and commissioned are mentioned in the Tender Schedule. It should be clearly noted that the items and the quantities mentioned have been worked out by Railways as per the estimated requirements. However, if the Tenderer feels that the desired features cannot be achieved or some of the essential features cannot be obtained through the quantities provided in the Tender Schedule, then quantity as required for the work in the opinion of the Tenderer shall be quoted as additional items and/or quantity. In such cases, Tenderer shall give, full justification for such variation, clearly mentioning the consequences of procuring the quantities suggested by the contractor instead of quantities indicated in schedule.
- Similarly for any other item(s) necessary for satisfactory completion/ functioning of the tendered work in accordance with the objective of requirement, rates and quantities of such item(s) shall be quoted separately, along with detailed justification for the need of the item(s) to achieve end objective.
- Costs for additional items mentioned above shall be quoted separately wherever necessary which shall not be taken into account for evaluation criteria of the offers.
- Railway reserves the right to include any of the additional items which shall be binding on the contractor.

36. RESCIND OF CONTRACT:

- Whenever the contracts are rescinded, the security deposit should be forfeited, and the performance guarantee shall be

en-cashed and the balance work should be got done separately.

- The balance work shall be getting done independently without risk and cost of the original contractor. The original contractor shall be debarred from participating in the tender for executing the balance work. Also refer Para 61 & 62 of GCC regarding determination of contract.

37. PROGRAMME OF WORK EXECUTION:

- The Contractor shall have a competent project team with adequate resources to execute the work so that the entire work is completed within the completion period.
- The Contractor is expected to have worked out a detailed programme for execution of the work well before issue of "Letter of Acceptance", by Railway. Within 15 days of the date of issue of the LOA Contractor shall commence the work by way of submitting a Detailed Time and Activity Schedule for the execution of work aiming at completing the entire work within the stipulated completion time. The schedule shall thereafter be approved by the Engineer-In-Charge normally within 5 working days.

38. WORK SPECIFIC DRAWINGS:

- Wiring, Cable, laying, diagram and details of termination.
- Test result of each item.
- Details of technical specification, installation and commissioning, troubleshooting & maintenance schedule etc. shall be supplied for each installation.
- The documents, like system of working, block diagram/circuit diagram, function of individual cards/modules, step by step fault diagnostic and remedial action to be taken along with procedure for maintenance of equipment specific in this work, should be supplied by the contractor.
- Documents as per relevant para of RDSO specification to be supplied.

39. Rate quoted by the Tenderer's should include all Taxes & duties.

40. TRAINING:

- The contractor shall undertake to provide training to 30 Railways Engineers/Technician and other TRD staff nominated by the Railways in different aspects of equipment designs, functioning of field installation, testing, commissioning,

operations, maintenance and repair covering both hardware and software.

- The training should be comprehensive for transfer of complete know-how so as to impart full knowledge and competence to successfully execute the installation operation and maintenance of all equipment independently. The training courses should apart from formal classroom training shall include hands on practical experience. The training shall be deemed to be completed only after certification by consignee.
- The concerned contractor shall appoint suitable engineer for training. The contractor shall supply along with the installation manual, software manual etc. & all other manual required to understand the equipment functioning before installation.
- The contractor shall at every state of installation testing and commissioning provide all facilities for adequate training of Railway personnel who may be deputed to work on the project.
- The training should be conducted on site or locations decided by Railway so as to ensure complete understanding of the system which has to be verified by competent authority / authorized Railway Engineer. Cost of all such training will be borne by the contractor.

41. QUALITY ASSURANCE DOCUMENTATION (FOR SUPPLY OF MATERIALS):

- The contractor shall submit the quality control plan along with the tender including full details of in-house quality assurance organization, procedures and documentation. During the manufacturing process, proper record shall be maintained for the purpose of inspections and all the tests should be carried out according to that.
- In the event of Railways waving off the inspection, all tests provided in the test schedules provided in the test schedules approved by Railways shall be carried out by the quality assurance organization and proper record of all such tests and results thereof shall be maintained and supplied to Railways on demand with the supply.
- It is desirable that Contractor has to submit detail list of acceptance test and procedure, method of test required to be carried out by the Railway for the assurance of the quality and real functionality of the system.

42. FUTURE AVAILABILITY OF SPARES AND ADDITIONAL PARTS:

- For future expansion and maintenance of the system, spares and additional parts or other components shall be required by the Railways. Contractor shall guarantee that spares and such additional parts will be supplied for a minimum period of 10 years as and when Railways place order for the same, therefore firm has to give detailed specification of each item being used & supplied by him as ordering details.

43. TEST & MEASURING INSTRUMENTS, SPECIAL TOOLS AND INSTALLATION MATERIAL:

- All tests and measuring instruments and other arrangements required for all the acceptance tests shall be made available by the contractor free of cost for conducting the tests.
- Special tools required for installation and maintenance of all the equipment shall be arranged by the contractor in adequate quantities. The contractor shall provide all installation material for complete commissioning of the system.

44. INSPECTING OFFICER – POWER OF REJECTION:

- To reject any items submitted as not being in accordance with the tendered technical specification.
- To reject the whole of the installation offered for inspection, if after inspection the inspection authority is satisfied that the material offered for inspection is unsatisfactory.
- To mark the rejected stores with a rejection mark, so that they can be easily identified if resubmitted. The inspecting officer's decision as regards the rejection shall be final and binding on the contractor.

Note: The contractor shall arrange, when so required, suitable means of transport for inspection of material/ work sites by officer nominated for this purpose on the days mutually decided.

45. CONSIGNEE'S RIGHT OF REJECTION:

- Notwithstanding any approval which the inspecting officer may have given in respect of the stores or any materials or the work or workmanship involved in the performance of the contract (Whether with or without any test carried out by the contractor or the Inspecting officer or under the direction of the Inspecting officer) and notwithstanding delivery of the stores where so provided to the interim consignee, it shall be lawful for the consignee, on behalf of the purchaser, to reject

the stores or any part, portion of consignment thereof within a reasonable time after actual delivery thereof to him at the place or destination specified in the contract. If such stores or part, portion of consignment thereof is not in all respects in conformity with the terms and conditions of the contract whether on account of any loss, deterioration or damage before dispatch or delivery or during transit or otherwise whatsoever.

- When any stores delivered at the consignee's depots are rejected, this shall be removed by the contractor within 15 days from the date of rejection. Such rejected stores shall lie at the contractor's risk from the date of rejection. If the stores are not removed by the contractor within this period, the consignee or his nominee shall have the right to dispose of such stores, as deemed fit, at the contractor's risk and account.
- The consignee shall also be entitled to recover from the contractor, handling and ground rent/demurrage and any other charges for the period the rejected stores are not removed after the aforementioned period.
- Stores that have been dispatched by rail and rejected after arrival at destination may be taken back by the contractor either at the station where they were rejected or at the station where they were dispatched. If the contract is placed for delivery F.O.R. station of dispatch, the contractor shall pay the carriage charges on the rejected consignment at Public Tariff Rates from the station of dispatch to station where they were rejected. If the contractor prefers to take back the goods at the station from which they were dispatched, the goods shall, in addition, be booked back to him, freight to pay at Public Tariff Rates and at owner's risk.

46. **CONSEQUENCES OF REJECTION:**

If on the stores being rejected by the Inspecting Officer or consignee at the destination, the contractor fails to make satisfactory supplies within the stipulated period of delivery, the purchaser shall be at liberty to:

- Request the contractor to replace the rejected store forthwith but in any event not later than period of 21 days from the date of rejection and the contractor shall bear all the cost of such replacement, including freight, if any, on such replacing and replaced stores but without being entitled to any extra payment on the or any other account.

- Purchase or authorize the purchase of quantity of the stores rejected or others of a similar description (when stores exactly complying with the particulars are not to the contractor action will be taken as per Clause 2.6 of Special Conditions of Contract,
OR
- Cancel the contract and purchase or authorise the purchase of the stores or others of a similar description (when stores exactly complying with the particulars are not readily available, in the opinion of the purchaser, which shall be final) and action will be taken as per Clause 2.6 of Special Conditions of Contract.

47. RIGHT TO RAILWAY TO KEEP BACK FROM THE CONTRACT OR ANY PORTION OF THE WORK:

The successful tenderer will however, have no claim or right in the execution of work which in the opinion of the Engineer should be carried out departmentally or otherwise and the Railway reserves the right that any time after acceptance of the tender, to keep back from the contract and carry out the work or any portion of work, through any other agent. No claim for compensation/loss or whatsoever on this account will be entertained by the Railways.

48. PROGRESS REPORTING:

The Contractor shall submit the periodic progress reports at regular intervals regarding the state and progress of work to the Railways. The details and Form of the report will mutually be agreed after award of the contract. Such reports shall be for daily manpower, equipment and plant development, weekly work progress and monthly progress review reports. All actions as directed by Railways, pursuant to such reports shall be promptly attended to by Contractor.

49. MEASUREMENT OF WORKS:

Payment for the works shall be made in accordance with approved designs and drawing and measured in relevant units. The measurement will be made generally in accordance with standard engineering practice and in conformity with the General Condition of Contract.

50. MEANING AND INTERPRETATION BY RAILWAYS TO BE FINAL:

All measurement, method of measurement, meaning and intent of specifications and interpretation of Special Conditions of Contract, given and made by the Purchaser or by the Purchaser Engineer shall be final and binding and shall be considered "accepted matters" in terms of conditions laid down in the General Conditions of Contract.

51. Terms of Payment:

Subject to any deduction which the Railway will be authorized to make under the terms of contract that may be applicable while accepting the tender, the Contractor shall be entitled for payment as follows:

1. For Supply Items:

(i) 70% of the value of Supply items shall be paid on production of the following:

- The materials as per Schedule of Materials supplied by contractor and accepted by the consignee.
- Original Inspection certificate issued by Inspecting Officer.
- Challan/Invoice in duplicate.
- Proof of purchase.
- A certificate should be submitted by the contractor that the materials supplied are as per the contract and the amount claimed in the invoice is correct as per the terms of the contract.

(ii) An additional 20% of the items mentioned in Para 1 will be paid on Installation of items & certified by Site in charge.

Note: 100% of the accepted cost will be paid for spares and for the items, which are not to be installed/erected by the contractor, on receipt of the equipment & No Loss Certificate by the consignee.

2. For Installation Items: 90% of the value of Installation items will be paid on Installation of Items & certified by Site in charge.

3. For Supply & Installation Items:

(i) 90% of the value of supply & Installation items shall be paid

after installation on production of the following:

- The materials as per Schedule of Materials supplied by contractor and accepted by the consignee.
- Original Inspection certificate issued by inspecting Officer.
- Challan/Invoice in duplicate.
- Proof of purchase.
- A certificate should be submitted by the contractor that the materials supplied are as per the contract and the amount claimed in the invoice is correct as per terms of the contract.

4. Balance 10% payment of all the items covered in Para 1, 2 and 3 will be paid on successful physical completion of the entire work to the satisfaction of the Engineer in charge and issue of Provisional Acceptance Certificate (PAC).

52. DEDUCTION FROM ON ACCOUNT PAYMENT BILLS:

- All costs, damages or expenses, which Railways may have paid or incurred incurred, which under the provisions of contract are Contractor's obligations will be deducted by Railways from progress payment Bills/Invoice of Contractor, as and when it is understood that such an expense has been incurred or paid for.
- All such claims of Railways shall, however, be duly supported by appropriate and certified vouchers, receipts or explanations as are available to enable the Contractor to identify such claims.

53. PROVISIONAL ACCEPTANCE TEST:

As soon as the Contractor informs the Railway and the Purchaser's Engineer determines that the works are completed from end to end, Railways shall carry out all tests as per the acceptance test schedule. Any component, modules, sub-assemblies or equipment failing during the commissioning test shall be replaced/repared free of cost by the tenderer. When all the tests are successfully completed end to end, the provisional test report will be jointly prepared.

54. OBSERVATION PERIOD:

After the completion of provisional acceptance test, system shall be put under observation for period of one month. During this period, Railway may at their discretion connect the user

equipment and observe the performance from the end user point of view. If any defects or failures are noticed during this period, the contractor will replace or rectify such modules and additional test or repetition of some of the tests will be carried out to make sure that all parameters are within specified values.

55. PROVISIONAL ACCEPTANCE CERTIFICATE:

After completion of provisional acceptance test and if no problems are noticed during observation period, the Engineer in-charge shall issue a Provisional Acceptance Certificate for successfully commission of whole system covering all materials and services included in the Schedule of works, after the acceptance test and as per the approved test procedure have been completed and the performance has been found to meet the specifications. The decision of Engineer in-charge in this respect shall be final. The date of issue of the Provisional Acceptance Certificate will be treated as the date of physical Completion of the work.

56. PART COMMISSIONING:

If the works are not completed as per the programme of work and there is deviation from the milestones to be achieved Railways will be free to make use of the partially commissioned work. Making such use of partially commissioned work will not be deemed as provisional acceptance from the Railways.

57. WARRANTY AND MAINTENANCE PERIOD UNDER WARRANTY:

The contractor shall warrant that every equipment shall be free from defects and faults in design, materials, workmanship and manufacture and shall be of highest grade and consistent with the established and generally accepted standards for goods of the type ordered. The warranty of materials/works shall be for a period of 12 months from the date of completion of the work i.e. date of issue of the Provisional Acceptance Certificate. The warranty for more than 1 year by virtue of relevant sales terms of the concerned OEMs shall be handed over to the Railways prior to the release of Security Deposit and Performance Bank Guarantee Bond. The contractor shall rectify any defect within 48 hrs either in materials supplied and /or due to bad/poor workmanship in all respect including replacement (if necessary) of material and/or works free of

charge during the said warranty period. In case of any unusual delay of rectification of any part or function of the installations the warranty period may be extended to the extent of the delay and in this matter the decision of the Engineer in-charge will be final.

58. FINAL ACCEPTANCE:

- The final acceptance of the entire system shall take effect after testing, certification and completed one month observation period of Engineer in-charge.
- The contract shall not be considered as completed until the issue of Final Acceptance certificate by the Purchaser.
- The purchaser shall not be liable to the Contractor for any matter arising out of or in connection with the contract or execution of the work unless the contract shall have made a claim in writing in respect thereof before the issue of Final Acceptance Certificate under this clause.
- Notwithstanding the issue of Final Acceptance Certificate, the contractor and the purchaser (subject to Sub Clause as above) shall remain liable for fulfilment of any obligation incurred under the provision of the contract prior to the issue of Final Acceptance Certificate which remains unperformed at the time such certificate is issued and for determining the nature and extent of such obligation the contract shall be deemed to remain in force between the parties hereto.

59. INSURANCE OF MATERIALS AND INSTALLATIONS:

- The Contractor shall take out and keep in force a Policy or policies of Insurance for all materials including railways supply materials/equipment irrespective of whether used up in the portion of work already done or kept for the use in the balance portion of the work until such works are provisionally handed over to the Railways. For this purpose, the works are deemed to have been provisionally handed over when provisional acceptance certificate is issued.
- The contractor shall not be liable for losses/damages to the materials either used up in the portion of work done or his material kept for use at site, in consequence of mutiny, or other similar causes over which the Contractor has no control and which cannot be insured. Such losses or damages shall be the liability of the Purchaser and if required by the Purchaser, be made good by the contractor, at the cost of the Purchaser.
- The contractor should, however, ensure the stores brought to site against risks in consequence of war and invasion as

required under the Emergency Risk (Goods Insurance) Act in force from time to time.

60. **FORCE MAJEURE CLAUSE:**

- Please refer para 17 of GCC.

61. **ARBITRATION ACT:**

- Please refer para 63, 64 (1) to 64 (7) of GCC.

Schedule of work

ITEM BREAKUP:

Schedule	A-Activities					
Item - 1	Supply of Full HD Bullet type IP colour camera as per RDSO specification RDSO/SPN/TC/65/2021, Ver.6.0 Amdt. 3 or latest					
S No.	Item No	Description of Item	Unit	Qty	Rate	Amount
1	1	Supply of Full HD Bullet type IP colour camera as per RDSO specification RDSO/SPN/TC/65/2021, Ver.6.0 Amdt. 3 or latest	Numbers	116	12608.21	1462552.36
					Total	1462552.36
Item - 2	Supply of 32 channel NVR with 8 SATA interface (it should Support 8 TB HDD in one slot) with power redundancy as per RDSO specification RDSO/SPN/TC/65/2021, Ver.6.0 Amdt. 3 or latest					
S No.	Item No	Description of Item	Unit	Qty	Rate	Amount
1	1	Supply of 32 channel NVR with 8 SATA interface (it should Support 8 TB HDD in one slot) with power redundancy as per RDSO specification RDSO/SPN/TC/65/2021, Ver.6.0 Amdt. 3 or latest	Numbers	33	45445.00	1499685.00
					Total	1499685.00
Item - 3	Supply of storage system for recording of cameras. (Storage 2 TB per location)					
S No.	Item No	Description of Item	Unit	Qty	Rate	Amount
1	1	Supply of storage system for recording of cameras. (Storage 2 TB per location)	Numbers	66	10885.37	718434.42
					Total	718434.42
Item - 4	Installation testing and Commissioning of NVR					
S No.	Item No	Description of Item	Unit	Qty	Rate	Amount
1	1	Installation testing and Commissioning of NVR	Numbers	33	1417.83	46788.39
					Total	46788.39
Item - 5	Supply of Online UPS system, single phase of rating 1 KVA UPS					

S No.	Item No	Description of Item	Unit	Qty	Rate	Amount
1	1	Supply of Online UPS system, single phase of rating 1 KVA UPS	Numbers	33	24906.85	821926.05
					Total	821926.05
Item - 6		SMF Battery suitable for 1hr back-up				
S No.	Item No	Description of Item	Unit	Qty	Rate	Amount
1	1	SMF Battery suitable for 1 hr back-up	Set	33	5614.38	185274.57
					Total	185274.57
Item - 7		Supply and Installation of 6U Rack outdoor cabinet IP-64 enclosure				
S No.	Item No	Description of Item	Unit	Qty	Rate	Amount
1	1	Supply and Installation of 6U Rack outdoor cabinet IP-64 enclosure	Numbers	33	8260.00	272580.00
					Total	272580.00
Item - 8		Supply of 8 port Gigabit Lite Managed PoE Layer 2 Switch supports 8 nos 10/100/1000 BASE-T ports, along with 2 Gigabit SFP ports, green-saving technologies, make model DG-GS1510HPLDIGISOL/CISCO/ JUNIPER or superior.				
S No.	Item No	Description of Item	Unit	Qty	Rate	Amount
1	1	Supply of 8 port Gigabit Lite Managed PoE Layer 2 Switch supports 8 nos 10/100/1000 BASE-T ports, along with 2 Gigabit SFP ports, green-saving technologies, make model DG-GS1510HPLDIGISOL/CISCO/ JUNIPER or superior.	Numbers	33	18754.02	618882.66
					Total	618882.66
Item - 9		CAT-6, UTP-Cable, CAT-6 Cable shall be compliant with latest EIA/TIA-568-C.2 standard for CAT-6 cable with. Brand: Digisol, Finolex, Molex, AMP, Nortel, Lucent or similar				
S No.	Item No	Description of Item	Unit	Qty	Rate	Amount
1	1	CAT-6, UTP-Cable, CAT-6 Cable shall be compliant with latest EIA/TIA-568-C.2	Metre	1000	20.21	20210.00

		standard for CAT-6 cable with. Brand: Digisol, Finolex, Molex, AMP, Nortel, Lucent or Similar				
					Total	20210.00
Item - 10	Supply of power cable 3-core, 2.5 sq mm multi strand (36/0.3 mm dia) cable as per RDSO Specification RDSO/SPN/TC/65/2021 Rev.6.0 or with latest amendment suitable for railway electrification area shall be of reputed make like Delton, LAPP, Finolex					
S No.	Item No	Description of Item	Unit	Qty	Rate	Amount
1	1	Supply of power cable 3 core 2.5 sq mm multi strand (36/0.3 mm dia) cable as per RDSO Specification RDSO/SPN/TC/65/2021 Rev.6.0 or with latest amendment suitable for railway electrification area shall be of reputed make like Delton, LAPP, Finolex	Metre	3628	38.16	138444.48
					Total	138444.48
Item - 11	4G/5G Router/USB Dongle for Sim based Network					
S No.	Item No	Description of Item	Unit	Qty	Rate	Amount
1	1	4G/5G Router/USB Dongle for Sim based Network	Numbers	33	2999.00	98967.00
					Total	98967.00
Item - 12	Provision of suitable sim card with 1 year subscription for 4G/5G Router					
S No.	Item No	Description of Item	Unit	Qty	Rate	Amount
1	1	Provision of suitable sim card with 1 year subscription for 4G/5G Router	Month	396	47.08	18643.68
					Total	18643.68
Item - 13	Installation, Testing and Commissioning of Full HD Bullet type IP colour camera					
S No.	Item No	Description of Item	Unit	Qty	Rate	Amount
1	1	Installation, Testing and Commissioning of Full HD Bullet type IP colour camera	Numbers	116	1686.95	195686.20

					Total	195686.20
Item - 14	Installation, Testing and commissioning of Online UPS system, single phase of rating 1KVA UPS along with Battery suitable for 1hr back-up					
S No.	Item No	Description of Item	Unit	Qty	Rate	Amount
1	1	Installation, Testing and commissioning of Online UPS system, single phase of rating 1KVA UPS along with Battery suitable for 1hr back-up	Numbers	33	277.54	9158.82
					Total	9158.82
Item - 15	SITC of GI pole of 3.2mm to 3.5mm thickness of 5 meters height, octagonal shape, minimum 63 mm dia on top to minimum 130 mm Dia in bottom, bottom side support plate suitable for camera setup along with foundation					
S No.	Item No	Description of Item	Unit	Qty	Rate	Amount
1	1	SITC of GI pole of 3.2mm to 3.5mm thickness of 5 meters height, octagonal shape, minimum 63 mm dia on top to minimum 130 mm Dia in bottom, bottom side support plate suitable for camera setup along with foundation.	Numbers	20	15477.68	309553.60
					Total	309553.60
Item - 16	Laying of Telecom cable in PVC pipe/casing capping/conduit pipe along with required accessories					
S No.	Item No	Description of Item	Unit	Qty	Rate	Amount
1	1	Laying of Telecom cable in PVC pipe/casing capping/conduit pipe along with required accessories	Metre	6004	6.33	38005.32
					Total	38005.32
Item - 17	Excavation of cable trench as per cable route plan, 1 Mtr. deep and of 0.3 Mtr. to 0.6 Mtr wide advised by Engineer-in-charge alongside the track in normal (all type) soil/strata, conforming to distances as per cable route plan and refilling. This work includes clearing of route from bushes etc., covering of cable laid in trench by loose soil for a layer of 50mm thickness approximately before covering by bricks. The work shall be done as per the extant practice on Western Railway and instructions of Railway Engineer at site. In case 1m depth of trench is not achievable					

due to site conditions, specific approval of JA grade officer will be required for each site where trench depth of 1m is not possible. Without the approval of JA Grade officer, no payment for trenching will be made for trench depth less than 1m						
S No.	Item No	Description of Item	Unit	Qty	Rate	Amount
1	1	Excavation of cable trench as per cable route plan, 1 Mtr. deep and of 0.3 Mtr. to 0.6 Mtr wide advised by Engineer-in-charge alongside the track in normal (all type) soil/strata, conforming to distances as per cable route plan and refilling. This work includes clearing of route from bushes etc., covering of cable laid in trench by loose soil for a layer of 50mm thickness approximately before covering by bricks. The work shall be done as per the extant practice on Western Railway and instructions of Railway Engineer at site. In case 1m depth of trench is not achievable due to site conditions, specific approval of JA grade officer will be required for each site where trench depth of 1m is not possible. Without the approval of JA Grade officer, no payment for trenching will be made for trench depth less than 1m	cum	365	559.99	204396.35
					Total	204396.35
Item - 18 Supply of Server/workstation for Video Analytics along with all accessories required for installation (Type-I VA server)						
S No.	Item No	Description of Item	Unit	Qty	Rate	Amount
1	1	Supply of Server/workstation for Video Analytics along with all accessories required for	Numbers	2	524295.24	1048590.48

		installation (Type-I VA server)				
					Total	1048590.48
Item - 19	Supply of Software (per camera basis) for Video Analytics					
S No.	Item No	Description of Item	Unit	Qty	Rate	Amount
1	1	Supply of Software (per camera basis) for Video Analytics	Numbers	33	6246.92	206148.36
					Total	206148.36
Item - 20	Supply of 55" UHD screen/Display with complete installation and having following specification: 1) Resolution 3840 x 2160 (UHD), 2) Brightness: 400, 3) Refresh rate: 120Hz, 4) Audio Output: 10W + 10W, 5) Interface: HDMI (2.0), USB(2.0), CI slot, RJ 45 (Ethernet), 6) Features: Web browser, Soft AP, Wi-Fi, Screen share, Bluetooth Audio playback, 7) Operating voltage: 100-240VAC 50/60Hz and 8) Accepted Make: LG/SONY/Samsung only					
S No.	Item No	Description of Item	Unit	Qty	Rate	Amount
1	1	Supply of 55" UHD screen/Display with complete installation and having following specification: 1) Resolution 3840 x 2160 (UHD), 2) Brightness: 400, 3) Refresh rate: 120Hz, 4) Audio Output: 10W + 10W, 5) Interface: HDMI (2.0), USB(2.0), CI slot, RJ 45 (Ethernet), 6) Features: Web browser, Soft AP, Wi-Fi, Screen share, Bluetooth Audio playback, 7) Operating voltage: 100-240VAC 50/60Hz and 8) Accepted Make: LG/SONY/Samsung only	Numbers	2	70719.21	141438.42
					Total	141438.42
Item - 21	Supply of Server/workstation/NVR for video Management, Video Recording with redundancy along with all accessories required for installation purpose					
S No.	Item No	Description of Item	Unit	Qty	Rate	Amount
1	1	Supply of Server/workstation/NVR for video Management, Video	Numbers	2	455647.56	911295.12

		Recording with redundancy along with all accessories required for installation purpose				
					Total	911295.12

EXPLANATORY NOTES (SCOPE OF WORK)

SECTION 1: GENERAL

SCOPE - Explanatory notes for various Items of work included in the Schedule of Quantity and Rates.

1. Items details in the Schedule of Quantity and Rates shall be read in conjunction with explanatory note of schedule of tender for respective items.
2. All items of provision mentioned in SOR covers Design, Manufacture, Supply of materials, reaction, Testing and commissioning as required including small parts such as bolts, nuts, lock nuts, washers etc.
3. The tenderer shall quote the offer in percentage above/below the schedule for rates both in figures and words.
4. The quoted percentage will be applicable to each item and rate of tender schedule for deciding the amount to be paid to the Contractor.
5. The prices shall be commercially firm and without any ambiguity.
6. Basic Quantities and component of material required making up a unit of work for items mentioned in the explanatory notes are indicated for guidance purpose only. It is the sole responsibility of the contractor to supply the system as per design and therefore he shall work out the exact quantities of component required for completing the work and satisfactory operation of the system.
7. Offers quoted with deviations are likely to be rejected. However, in case of any deviations from the specification are proposed by the tenderer to improve the performance utility and efficiency of the equipment may furnish full particulars of the deviation with justification along with offer.
8. All the equipment and materials to be supplied by the Contractor against various schedule items should confirm to latest RDSO/CORE/PCEE-WR specification & drawings and technical circular issued by HQ/CCG. Material should be procured from sources approved by RDSO/CORE/PCEE-WR. Where such list is not available decision of TAA shall be final and binding.
9. Contractor should note that all specifications as per the latest amendments to RDSO's / CORE / W. Rly. / IS and other relevant standard specifications shall be applicable unless specified otherwise.
10. The Contractor shall arrange all necessary tools, equipment's, instruments, spares and other facilities for execution, checks and tests and commissioning as specified and decided by the engineer in-charge.
11. Testing and Commissioning: The successful tenderer shall demonstrate various efficiency and other related parameters as specified in the specification but not limited to during testing and commissioning validated with calculations and / or software as desired by the representative of the Electrical Engineer.
12. The information asked to be furnished shall be complete in all manners. If there is any entry like 'shall be furnished later' or blanks are left against

- any item, the tender is not likely to be considered.
13. Penalty shall be imposed by Railways to the successful tenderer with the discretion of competent authority under following circumstance:
- a) Bursting of power block during execution of work.
 - b) Improper workmanship.
-
- CCTV Cameras shall be as per RDSO Specification RDSO/SPN/TC/65/2021, Ver.6.0 Amdt. 3 or latest of IP Video Surveillance System.
 - CCTV cameras shall be integrated with motion sensors. In the event of unauthorized entry in TSS/SP/SSP Depot alert shall be send to the TPC.
 - Monitoring of the all the cameras will be done in Traction Power control office – Bhavnagar.
 - CCTV cameras shall be detect and bifurcate movement of Human/Animal inside premises and give alarm as per need basis.
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- **OCTAGONAL GALVANISED STEEL POLE-5 Mtr (Item No – 15)**
 - The contractor has to supply and erect Octagonal galvanized steel pole 5 mtrs long on cement concrete foundation complete with foundation bolt etc. Make- Bajaj, Philips, Crompton or as per list enclosed and shall be got approved from Sr.DEE/Tr/BVP before supply.
-
- **DESIGN OF POLE:-**
 - The Octagonal Poles shall be designed to withstand the maximum wind speed as per IS 875 as these poles. The top loading i.e. area and the weight of fixtures are to be considered to calculate maximum deflection of the pole. The pole shall be **octagonal cross** section and shall be **continuously tapered with single longitudinal welding without any circumferential welding**. The bottom dia shall be minimum 130mm (Across Face) and top dia shall be minimum 63mm (Across Face) made up of 03mm thick plate. The base plate shall be of size not less than 200x200x12mm. The hot dip galvanization shall be not less than 65 micron and shall be uniform and smooth finish. No minus side variation in dimensions is allowed.
 - The octagonal Poles shall have door opening of approximate 500 mm length at the elevation of 500 mm from the Base plate. The door shall be vandal resistance and shall be weather proof to ensure safety of inside connections. The door shall be flush with the exterior surface and shall have suitable locking arrangement. There shall also be suitable arrangement for the purpose of earthing. The pole shall be adequately strengthened at the location of the door to compensate for the loss in section. Bakelite sheet with stud terminal & fuse shall be provided inside the opening for the purpose of termination of cables /wires.

- The contractor shall also have to provide suitable bracket on the top of the pole for mounting one/two Nos. Street light fitting. Supply price shall include poles, Suitable bracket, terminal strip & OEM name plate.
- **DESIGN OF FOUNDATION**
- The PCC foundation shall be of 500x500 square and 1000 mm long. The foundation shall be 200mm above the ground level. The foundation shall have 04 Nos. M 16x 600 long 'J' type GI bolts along with template and suitable reinforcement. Cement concrete shall be of the ratio 1:3:4. The contractor shall arrange cement, sand, concrete & water on their own cost.
- Connection to the street light fittings shall be given through inside the pole with flexible, 3-core, multistrand copper conductor, PVC insulated & sheathed wire. Erection of pole means RCC foundation, J bolt, wiring, testing & commissioning etc.
- **Note:** The octagonal pole, bracket and foundation bolt shall be supplied by OEM only. The Inspection of poles shall be offered by contractor at the approved make manufacturer's premises at his own cost before supply at site

(To be executed in E-stamp paper of minimum Rs. 200/- & notarized for consideration price of Rs.50 Lakhs)

We, M/s_____ hereby undertake that we hold in our custody for and on behalf of the President of India, acting through the Sr. Divisional Electrical Engineer, TRD Distribution, Bhavnagar Division, Western Railways or his successor of the Ministry of Railways, Railway Board (hereinafter referred to as 'the Purchaser') and as his property is in trust of him all materials which have been handed over to us against the contract for **Name of work: "Supply and installation of CCTVs at SPs, SSPs, TSS, TW sheds and TRD Depots"** vide letter of acceptance no Dt ____ such as Galvanized steel materials. Bolts and nuts, Conductor and wire, Hardware fitting, insulator and all other accessories etc. As per award have been handed over to us by the purchaser for the purpose of execution of the said Contract, until such time the materials are duly erected or otherwise handed over to him.

We shall be entirely responsible for the safe custody and protection of the said materials against all risk till they are duly delivered as erected equipment to the Purchaser, or as he may direct otherwise and shall indemnify the Purchaser against any loss damage, or deterioration whatsoever in respect of the said materials while in our possession and against disposal of surplus materials. The said materials shall at all times be open to inspection by any officer authorized by the Sr. Divisional Electrical Engineer, TRD Distribution, Bhavnagar Division, Western Railways or his successor (whose address will be intimated in due course).

Should any loss, damage or deterioration of materials occur or surplus materials disposed of and a refund becomes due, the Purchaser shall be entitled to recover from us the full cost as per prices included in Schedule of works to the contract (As applicable), and in respect of other materials as indicated in schedule and also compensation for such loss or damage, if any, along with the amount to be refunded without prejudice to any other remedies available to him by deduction from any sum due or any sum which at any time hereafter become due to us under the said or any other Contract. In the event of any loss, damage or deterioration as aforesaid the assessment of such loss or damage and the assessment of such compensation therefore would be made by the President of India or his authorized nominee and the said assessments shall be final and binding upon us.

Dated this _____ day of _____ 202 _____

For and on behalf of Messrs. _____ (Contractor)

Signature of Witness:

POLICE VERIFICATION

<p>PHOTO</p> <p>(of applicant, signed by contractor)</p>

S. No.	Particulars	
1	Full Name with Aliases	
2	Parent's Name	
3	Nationality	
4	Present Address in full with Police Station and District	
5	Period of Residence	
6	Home/ Permanent Address in full with Police Station and District	

Declaration (by applicant):

I certify that the following information is correct and complete to the best of my knowledge and belief.

Police Certification:

The details as stated above are correct and the above person does not have any criminal or any case registered, pending in any court of law.

Signature of Applicant

Date:

Place:

Counter signature of

Authorized signatory with stamp