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**WESTERN RAILWAY
(SIGNAL & TELECOM)**

**OFFICE OF THE
Sr. Divisional Signal & Telecom Engineer
2nd Floor Annex Building,
Divisional Railway Manager's Office
Pratapnagar, Vadodara-390004**

TENDER DOCUMENT

TENDER No. S&T/BRC/26-27/12/TEL

NAME OF WORK: Vadodara Division: Provision of CCTV System at Station yard area to monitor Main Line Points and Crossings, especially.

e-Tender Document Cost: Rs. 0.00/-

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**WESTERN RAILWAY
SIGNAL & TELECOMMUNICATION DEPARTMENT**

E-TENDER NOTICE

TENDER NOTICE No: S&T/BRC/26-27/12/TEL

Date: 09.06.2026

Sr. DSTE/Vadodara acting for and on behalf of The President of India invites E-Tenders against Tender No. SandT_BRC_26-27_12_TEL.

1.	Name of Work	Vadodara Division: Provision of CCTV System at Station yard area to monitor Main Line Points and Crossings, especially.
2.	Estimated Cost of Work	Rs. 2,77,15,208/- (Approx.)
3.	Bid Security Deposit	Rs. 5,54,300/-
4.	Cost of Tender Document	Rs. 0.00
5.	Completion Period	06 (SIX) Months
6.	Validity of offer from date of opening	60 Days
7.	Type of E-tender	Open E-tender
8.	Time & Date for closure for submission of e-Tender Documents	15.00 Hrs. on 03.07.2026
9.	Time & Date for opening of e-Tender	15.30 Hrs. on 03.07.2026

IMPORTANT NOTE: Tenderer may please take note of following: -

1. The tender can be viewed online at E-Tender Portal www.ireps.gov.in and offer must be submitted on same E-Tender Portal.
2. Manual offers are not allowed against this tender and any such manual offer received shall be ignored.
3. The tenderer/bidders must have Class-III Digital Signature Certificate & must be register on IREPS portal. Only registered tenderer/bidders can participate on e-Tendering.
4. The BID SECURITY Amount has to be submitted Online through Gateway given on the IREPS Portal ONLY.
5. Tenderer(s) must give their complete postal address of correspondence correctly with PIN code and Mobile/Phone Number.
6. All relevant paper/ letters/ documentary proofs/ statements etc. must be uploaded at the time of participating in e-Tendering..
7. The tenderer/s shall quote his/their rate **percentage above / below /at par** under relevant column against specified schedules in the rate sheet only.

**Divisional Railway Manager (Signal & Telecom)
Western Railway, Vadodara Division
For and on behalf of President of India**

Annexure to Top Sheet**Annexure-A****Mandatory list of items/documents to be given/enclosed while submitting E-Tender offer:**

The tenderer shall clearly specify whether the tender is submitted on his own or on behalf of partnership Firm/joint venture (JV) Society etc. The tenderer(s) who is/are constituents of the firm, company, Association or Society shall enclose self-attested copies of the constitution of their concern, Partnership Deed and Power of Attorney along with their tender. Tender documents in such cases shall be signed by such persons as may be competent to sign them on behalf of the firm, Company, Association or Society as the case may be.

The tenderer shall give full details of the constitution of the Firm/JV/Company/Society etc. and shall also submit following documents (as application) in addition to documents mentioned above.

Sr. No.	Item	Submitted Yes or No.
(A)		
(1)	If tenderer is SOLE PROPRIETORSHIP firm: (i) An undertaking that he is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which he was / is a partner/member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract. (ii) All other documents in terms of explanatory notes in clause 10 above.	
(2)	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) An undertaking that the HUF is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which HUF was / is a partner/member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract. (iii) All other documents in terms of explanatory notes in clause 10 above.	
(3)	If tenderer is PARTNERSHIP firm: The tenderer shall submit documents as mentioned in clause 18 of the Tender Form (Second Sheet).	
(4)	If tenderer is JOINT VENTURE (JV) firm: The tenderer shall submit documents as mentioned in Clause 17 of the Tender Form (Second Sheet).	
(5)	Company registered under Companies Act 2013: The tenderer shall submit documents as mentioned in Clause 14.2(e) of the Tender Form (Second Sheet).	
(6)	LLP (Limited Liability Partnership): The tenderer shall submit documents as mentioned in Clause 14.2(f) of the Tender Form (Second Sheet).	

(7)	Registered Society & Registered Trust: The tenderer shall submit documents as mentioned in Clause 14.2(g) of the Tender Form (Second Sheet).	
(B)		
1	Certificate for credentials as per Format 5	
2	Legal papers / documents for Eligibility Criteria.	
(i)	Similar nature of work	
(ii)	Turnover :- Attested certificate from the employer / client , Audited Balance sheet duly certified by the chartered accountant etc.	
(iii)	Combined eligibility criteria :-List of completed works within qualifying period and works in progress	
3	BID SECURITY paid on line through payment gateway.	

Note: -

1. If it is mentioned in the tender that it is being submitted on behalf of/by a sole proprietor firm/ Partnership firm / Joint venture / Registered company etc. but above mentioned documents /s (as applicable) are not enclosed along with the tender, the tender shall be summarily rejected.

2. If it is Not mentioned in the tender that it is being submitted on behalf of /by 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.

After opening of the tender, any document pertaining to the constitution of the Firm /JV/Society etc. shall neither be asked nor be entertained / considered.

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

4. 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 submission of tender. 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.

5. No document shall be accepted after opening of tender. If any of the above documents is not submitted along with the tender, the tender will be **summarily rejected** considering it as a non- compliant bid.

6. The Railway reserves the right to verify all statements, information and documents submitted by the bidder in this 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 relive the bidder of its obligations here under nor will it affect any rights of the railway there under.

7. In case of any wrong information submitted by the tenderer, the contract shall be terminated, Bid Security, Performance Guarantee (PG) and Security Deposit (SD) of contract forfeited and agency barred for doing business on entire Indian Railway for 5 (Five) years.

WESTERN RAILWAY
TENDER FORM (FIRST SHEET)

Tender No. S&T/BRC/26-27/12/TEL

Name of Work: Vadodara Division: Provision of CCTV System at Station yard area to monitor Main Line Points and Crossings, especially.

To,

The President of India,

Acting through the Sr. Divisional Signal & Telecom Engineer
 2nd Floor, Annex Building, Office of DRM,
 Western Railway,
 Pratapnagar, Vadodara-390004

(1) I/We _____ have read the various conditions to tender attached here to and agree to abide by the said conditions. I/We also agree to keep this offer open for acceptance for a period of **60 Days** from the date fixed for 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 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 **06 (SIX) Months** from the date of issue of letter of acceptance of the tender.

(2) I/We also hereby agree to abide by the General Condition of Contract with all correction slips 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. 5,54,300.00** has already been deposited online/ submitted as Bank Guarantee bond. Full value of the Bid Security shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if: -

(a) I/We do not submit the Performance Guarantee within the time specified in the Tender document.

(b) I/We do not execute the contract documents within seven days after receipt of notice issued by the Railway that such documents are ready and

(c) I/We do not commence the work within fifteen days after receipt of order to that effect.

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

(5) We are Labour Cooperative Societies and our Registration No. iswith.....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:

Signature of Tenderer(s)

(1)
Date_____

(2)
Date_____

Address of the Tenderer(s)

TENDER FORM: (SECOND SHEET)

1. **Instructions To Tenders And Conditions Of Tender:** The following documents form part of Tender/Contract :
 - (a) Tender forms – First Sheet and Second Sheet
 - (b) Special Conditions/Specifications (enclosed)
 - (c) Bill(s) of quantities (enclosed)
 - (d) Western Railway Standard General Conditions of Contract and Standard Specifications for Works of Indian Railway as amended/corrected up to latest Correction Slips, copies of which can be seen in the office of Principal Chief Engineer, Western Railway or obtained from the office of the Principal Chief Engineer, Western Railway on payment of prescribed charges.
 - (e) Standard Schedule of Rates (SSOR) as amended / corrected up to latest Correction Slips, copies of which can be seen in the office of Principal Chief Engineer, Western Railway or obtained from the office of the Principal Chief 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 Signal & Telecom Engineer, 2nd Floor, Annex Building, Divisional Railway Manager's Office, Pratapnagar, Vadodara – 390 004** 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 or at par the Standard Schedule of Rates (SSOR) of Western Railway as applicable to Vadodara 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 the tender documents are liable to be rejected. Any corrections made by the Tenderer (s) in his / their entries must be attested by him/them.
5. The work is required to be completed within a period of **06 (SIX) Months** from the date of issue of acceptance letter.
6. **Bid Security:**
 - (a) Subject to exemptions provided under para 5(1) (a) of Part-1 (ITT) of GCC April 2022, the tender must be accompanied by a Bid Security as mentioned in tender documents, failing which the tender shall be summarily rejected.
 - (b) The Tenderer(s) shall keep the offer open for a minimum period of **60 days** (in case of two packet system of tendering **90 days**) from the date of closing of the Tender. It is understood that the tender documents have been sold/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 the Sr. Divisional Signal & Telecom Engineer, Pratapnagar, Vadodara of 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 for the due performance of the above stipulation, shall be forfeited to the Railway.

(c) If his tender is accepted,

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

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

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

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

7. **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.
8. If the tenderer(s) deliberately 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.
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. **Minimum Eligibility Criteria:**

10.1 **Technical Eligibility Criteria:**

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

Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, OR

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

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

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

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

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

One similar work costing not less than the amount equal to 60% of

advertised value of each component of tender.

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

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

(b) (iii) 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 the Standard General Conditions of Contract or through subcontractor fulfilling the requirements as per clause 7 of the Standard General Conditions of Contract or jointly i.e., partly himself and remaining through subcontractor, with prior approval of Chief Engineer in writing.

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

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

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

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

NOTE for Item 10.1: -Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organisation, work experience certificate issued by Public listed company having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of closing of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates.

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

10.2. Financial Eligibility Criteria: The tenderer must have minimum average annual contractual turnover of V/N or 'V' whichever is less; where

V= Advertised value of the tender in crores of Rupees

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

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

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

10.3 Bid Capacity: The tender/technical bid will be evaluated based on bid capacity formula detailed as Annexure-VI. **(Not applicable)**

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

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

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

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

1. Substantially Completed Work means an ongoing work in which payment equal to or more than 90% of the present contract value (excluding the payment made for adjustment of Price variation (PVC), if any) has been made to the contractor in that ongoing contract and no proceedings of termination of contract on Contractor's default has been initiated. The credential certificate in this regard should have been issued not prior to 60 days of date of invitation of present tender.

2. *In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfilment of credentials.*

3. *If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfilment of credentials.*

4. In case of completed work, the value of final bill (gross amount) including the PVC amount (if paid) shall be considered as the completion cost of work. In case final bill is pending, only the total gross amount already paid including the PVC amount (if paid) shall be considered as the completion cost of work.

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

5. If a bidder has successfully completed a work as subcontractor and the work experience certificate has been issued for such work to the subcontractor by a Govt. Organization or public listed company as defined in Note for Item 10.1 Para 10 of the Tender Form (Second Sheet), the same shall be considered for the purpose of fulfillment of credentials.

6. In case a work is considered similar in nature for fulfillment of technical credentials, the overall cost including the PVC amount (if paid) of that completed work or substantially completed work, shall be considered and no separate evaluation for each component of

that work shall be made to decide eligibility.

7. In case of newly formed partnership firm, the credentials of individual partners from previous propriety firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution / split and their share in newly formed partnership firm. For example, a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of 0.3×0.2 * value of the work done in the previous entity. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.

8. In case of existing partnership firm, if any one or more partners quit the partnership firm, the credentials of remaining partnership firm shall be re-worked out i.e., the quitting partner(s) shall take away his credentials to the extent of his share on the date of quitting the partnership firm (e.g. in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and credentials of Rs 10 crore; in case partner C quits the firm, the credentials of this partnership firm shall remain as Rs 6 crore). For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.

9. In case of existing partnership firm if any new partner(s) joins the firm, without any modification in the name and PAN/TAN no. of the firm, the credentials of partnership firm shall get enhanced to the extent of credentials of newly added partner(s) on the same principles as mentioned in item 6 above. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deeds, dissolution/splitting deeds and proof of surrender of PAN No.(s) in case of dissolution of partnership firm etc.

10. Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., In a partnership firm of A&B partners, A or B partner cannot use credentials of partnership firm of A&B partners in any other partnership firm or propriety firm without leaving partnership firm of A&B partners.

11. In case a partner in a partnership firm is replaced due to succession as per succession law, the proportion of credentials of the previous partner will be passed on to the successor.

12. If the percentage share among partners of a partnership firm is changed, but the partners remain the same, the credentials of the firm before such modification in the share will continue to be considered for the firm as it is without any change in their value. Further, in case a partner of partnership firm retires without taking away any credentials from the firm, the credentials of partnership firm shall remain the same as it is without any change in their value.

13. In a partnership firm "AB" of A&B partners, in case A also works as propriety firm "P" or partner in some other partnership firm "AX", credentials of A in propriety firm "P" or in other partnership firm "AX" earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB.

14. In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm.

15. In case company A is merged with company B, then company B would get the credentials of company A also.]

- 11. Tenderer's Credentials:** Documents testifying tenderer's 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 duly attested 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) The tenders shall submit a copy of certificate stating that all their statements/documents submitted along with bid are true and factual. Standard format of the certificate to be submitted by the bidder is enclosed as **Annexure-V**. In addition to Annexure-V, in case of other than Company/Proprietary Firm, ANNEXURE-V(A) shall 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 above certificates 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.

A copy of certificate stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the certificate to be submitted by the bidder is enclosed as **Annexure-V**. In addition to Annexure-V, in case of other than Company/Proprietary Firm, ANNEXURE-V(A) shall 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 above certificates by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify state and submit the supporting documents duly self-attested / digitally signed by which they/he are/is qualifying the Qualifying Criteria mentioned in the Tender Document.

- (v) 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 obligation and liabilities hereunder nor will it affect any rights of the railway there under.
- (vi) (a) In case of any information submitted by tenderer is found to be false forged or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender Bid Security besides banning of business for a period of up to 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. Bid Security, Performance Guarantee and Security Deposit available with the railway shall be forfeited. In addition, other dues of the contractor, if any, under this contract shall be forfeited and agency shall be banned for doing business for a period of up to five years.

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

13. Execution of Contract Document: The successful Tenderer(s) shall be required to

execute an agreement with the President of India acting through the **Sr. Divisional Signal & Telecom Engineer, Pratapnagar, Vadodara, Western Railway** for carrying out the work according to "Standard General Conditions of Contract, Special Conditions /Specifications annexed to the tender and Specification for work and materials of Western Railway as amended /corrected up to latest Correction Slips, mentioned in the tender form (First Sheet).

14 Documents to be Submitted Along with Tender:

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

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

(a) Sole Proprietorship Firm:

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

(b) HUF:

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

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

(c) Partnership Firm:

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

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

(e) Company registered under Companies Act 2013:

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

(ii) A copy of Certificate of Incorporation

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

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

(f) LLP (Limited Liability Partnership): If the tender is submitted on behalf of a LLP registered under LLP Act-2008, the tenderer shall submit along with the tender:

(i) A copy of LLP Agreement

(ii) A copy of Certificate of Incorporation

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

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

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

(g) Registered Society & Registered Trust: The tenderer shall submit:

(i) A copy of the Certificate of Registration

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

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

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

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

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

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

(5) A tender from JV / Partnership firm etc. shall be considered only where permissible as per the tender conditions.

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

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

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

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

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

(a) Should a tenderer

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

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

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

AND

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

THEN

the tenderer will give full information as to the date of retirement of such Engineer or

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

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

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

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

17. Participation of Joint Venture (JV) in Works Tender: This para shall be applicable for works tenders wherein tender documents provide for the same. **(Not applicable for this tender)**

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

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

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

17.4 The tender form shall be purchased and submitted only in the name of the JV and not in the name of any constituent member. The tender form can however be submitted by JV or any of its constituent member or any person authorized by JV through Power of Attorney to submit tender.

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

(i) Cash through e-payment gateway or as mentioned in tender document,
or

(ii) Bank Guarantee bond either in the name of JV, or in the name of all members of JV as per MOU irrespective of their share in the JV if the JV has not been constituted legally till the date of submission of tender.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (i) A copy of Certificate of Registration
- (ii) A copy of Memorandum of Association of Society/Trust Deed
- (iii) A copy of Rules & Regulations of the Society
- (iv) A copy of Power of Attorney, in favour of the individual to sign the tender documents and create liability against the Society/Trust.

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

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

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

(a) For Works without composite components -

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

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

(b) For works with composite components -

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

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

Note for Para 17.15.1:

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

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

17.15.2 Financial Eligibility Criteria:

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

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

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

17.15.3 Bid Capacity:

The JV shall satisfy the requirement of "Bid Capacity" requirement mentioned at Para 10.3 above. The arithmetic sum of individual "Bid capacity" of all the members shall be taken as JV's "Bid capacity" to satisfy this requirement.

18. Participation of Partnership Firms in works tenders:

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

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

opening as per the Indian Partnership Act, prior to submission of tender.

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

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

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

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

18.6 The tender form shall be submitted only in the name of partnership firm. The Bid Security shall be submitted by partnership firm through e-payment gateway or as mentioned in tender document. The Bid Security submitted in the name of any individual partner or in the name of authorized partner (s) shall not be considered.

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

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

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

(a) Joint and several liabilities:

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

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

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

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

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

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

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

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

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

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

18.11 Evaluation of eligibility of a partnership firm:

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

19. Care in Submission of Tenders:

(a) (i) Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all-inclusive to accord with the provisions in Clause-7 of the Standard General Conditions of Contract for the completion of works to the entire satisfaction of the Engineer.

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

(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.

(iv) (a) 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.

(Signature of Tenderer (s))
Date_____

(Signature)

(Designation)
Western Railway

&&&&&&&

CHAPTER- 2: INSTRUCTIONS TO TENDERERS**2.1 GENERAL INSTRUCTIONS:**

2.1.1 For and on behalf of the President of India, **Senior Divisional Signal & Telecom Engineer, Western Railway, Pratapnagar, Vadodara-390004**, invites E tenders.

2.1.2 The materials and installation required, tendering procedure and terms & conditions are prescribed in the Tender Documents. The Tender Document includes "Tender Notice & Tender Form", "Instructions to Tenderers (I.T.T.)" "General Conditions of Contract in addition to and/or in part supersession up to latest correction slips" (GCC), "Special Conditions of Contract (SCC)", "Technical Specifications & Requirements", "Schedule of Work & Supplies" and all Annexure & forms together with any addendum and corrigendum thereto prior to the tender opening.

2.1.3 **All offers are required to be submitted as per details indicated in the Tender Notice.** All the information in the offer must be in English. Information in any other language shall be accompanied by its authenticated translation in English. Failure to comply with this may render the offer liable to be rejected. In the event of any discrepancy between the offer in a language other than English and its English translation, the English translation will prevail.

2.1.4 Any additional information regarding the tender, if required by any tenderer may be obtained from the office of **Senior Divisional Signal & Telecom Engineer, Western Railway, Pratapnagar, Vadodara-390004**

2.2 NAME OF WORK:

Vadodara Division: Provision of CCTV System at Station yard area to monitor Main Line Points and Crossings, especially.

2.3 SYSTEM OF TENDERING:

Tender Document/Schedule can be seen/submitted up to as per tender notice on E-tender portal www.ireps.gov.in. The BID SECURITY in respect of e-tendering, shall be paid through net banking or payment gateway only facility provided on IREPS website.

The tender will be opened on as per tender notice on website www.ireps.gov.in.

Tender must be applied online, manual offers are not allowed against this tender, and any such manual offer received shall be ignored.

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

Date of inviting tender shall be the date of publishing tender notice on IREPS website if tender is published on website or the date of publication in newspaper in case tender is not published on website.

2.4 DOWNLOADING OF TENDER DOCUMENT AND INSTRUCTIONS THEREON:

2.4.1 Offer for the Tender is to be submitted online through **E-Tender Portal www.ireps.gov.in** and details are to be entered by the tenderer online. It is advisable to download and study the tender document before submitting their offers. Submission of Physical copy of the offers or tender document is prohibited.

2.4.2 This tender is required to be submitted as per the tender conditions in through online portal www.ireps.gov.in before the date and time stipulated in the tender document. The tender details are available on E-Tender portal **www.ireps.gov.in** and the same can be used while submitting the offer. Tenderers will require a valid Class III Digital Signature certificate to register and submit their offer through E – Tender mode. Tender not accompanied with the relevant documents proving submission of Bid Security will be summarily rejected.

2.4.3 Tenderers are advised to register their agency well in advance on E-Tender portal of **www.ireps.gov.in** and submit their offer through E-Tender before the stipulated time. 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 online. Tenderer shall download corrigendum

(if any), print it out, sign and upload it with the main tender document. Tender document not accompanied by published corrigendum/s is liable to be rejected. The Railway will not be responsible for any delay in submitting through online portal www.ireps.gov.in

2.4.4 Tenderer/s are free to download tender document at their own risk, for the purpose of perusal and accustom themselves regarding instructions, scope and location of work, Technical and Non-Technical special conditions, etc. stipulated in the tender document. After award of work, an agreement will be prepared based on the master copy of tender document available in the office.

2.4.5 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 all dues. The tenderer is also liable to be banned from doing business with Railways and/or prosecuted.

2.4.6 The tenderers will be considered to have agreed the following declaration while submitting their offer:

I/We have submitted the tender form on the Internet site www.ireps.gov.in.

In case, any discrepancy is found, I/We understand that my/our tender will be summarily rejected and full Bid Security will be forfeited and I/We am/are liable to be banned from doing business with Railways and/or prosecuted.

2.5 BRIEF SCOPE OF WORK:

Vadodara Division: Provision of CCTV System at Station yard area to monitor Main Line Points and Crossings, especially.

This project involves the supply, installation, and commissioning of CCTV cameras, VMS servers, switches, and earthing systems, along with telecom cable laying, jointing, and other associated works.

Note: The Scope is not exhaustive and for full details refers to the Tender Schedule.

**2.6 QUALIFYING AND ELIGIBILITY CRITERIA:
(For Tenders above Rs. 50 Lakhs only)**

2.6.1 The tenderer shall necessarily satisfy the eligibility conditions listed below: -

Technical Eligibility Criteria:

As per **Clause No. 10** of Tender Form (Second Sheet) of Chapter 1.

2.6.1.2 Work of similar nature would mean – the similar nature of the work has been defined in clause **2.6.1.3** below.

2.6.1.3 The similar nature of work would mean:

“Any work of IP-based CCTV with networking”.

NOTE:

- A The total value of similar nature of work completed during the qualifying period and not the payment received within the qualifying period alone should be considered.
- B In case, the final bill of similar nature of work has not been passed and final measurements have not been recorded, the paid amount including statutory deduction is to be considered. If final measurements have been recorded and work has been completed with negative variation, then also paid amount including statutory deduction is to be considered.
- C However, if final measurements have been recorded and work has been completed with positive variation but variation has not been sanctioned, the original agreement value or sanctioned agreement value, whichever is lower should be considered for judging eligibility.
- D Certificates/credentials issued by private individual / organizations will not be accepted. (As per letter no. 118/0 Vol. VII(W-6) dtd. 11.12.2014 issued by CE(Works))

- E Tenderer shall submit adequate documentary proof of having fulfilled the eligibility criteria. There will be no back reference to confirm the credentials, except for the purpose of verifying the certificates submitted along with the tender.
- F If tenderer do not submit any proof of meeting with eligibility criteria as laid down in the NIT and Tender Document, offer shall be treated as incomplete and should be summarily rejected.
- G Non-compliance of any of the conditions set forth there in above is liable to result in the tender being **rejected**.

2.6.2 Financial Eligibility Criteria:

2.6.2.1 As per **Clause No. 10.2** of Tender Form (Second Sheet) of Chapter-1.

2.6.3 Bid Capacity: (Not Applicable for this tender) (Applicable for works costing more than Rs. 10 Cr.)

2.6.3.1 As per **Clause No. 10.3** of Tender Form (Second Sheet) of Chapter-1.

2.6.4 Participation of Joint Venture (JV) Firms: (Applicable for works costing more than Rs. 10 Cr.) (Not Applicable for this Tender)

2.6.4.1 As per **Clause No. 17** of Tender Form (Second Sheet).

2.6.5 Tenderer Credentials:

2.6.5.1 As per **Clause No. 11** of Tender Form (Second Sheet) of Chapter-1.

2.8 STUDY OF LOCAL CONDITIONS:

2.8.1 The intending tenderer is advised to study the Tender Document carefully. Any submission of an offer by the tenderer shall be deemed to have been done after a careful study and examination of this tender document with full understanding of the implication thereof. It will be understood that the tenderer has/have got himself / themselves clarified on all the points and interpretation by proper authorities of the Railway Administration. These conditions and specifications shall be deemed to have been accepted unless otherwise, specifically commented upon by the Tenderer in his offer. Failure to adhere to anyone or all these instructions may render his offer liable to be ignored without any reference.

2.8.2 The scope of work to be executed by the contractor has been specified in Special Conditions of Contract and Schedule of Works & Supplies which may be studied. It will be imperative for the tenderer to fully acquaint himself with all the local conditions, telecom practices adopted and other factors which would have any effect on the performance of the contract and cost of the stores. No request for the change of rate, or time schedule of delivery of stores / Execution of work shall be entertained after the offer is accepted by the Railway on account of any local condition or factors. No claim shall be entertained for the contractor(s) making his/their own arrangements for approaches/approach road and contractor(s) will bear entire expenses such as road taxes, payment for right of way, etc. to outsiders and for Construction of approaches/approach roads, etc.

2.8.3 The tenderer may undertake study/survey of telecom systems/practices used in Western Railway and make his own assessment of the work. Any equipment/design/component needed to make the entire system successful/functional shall be supplied by the tenderer without any extra cost. Tenderer(s), if desire may undertake inspection of proposed site of work to acquaint himself/themselves. In the event of the tenderer desiring to have a field visit before furnishing his offer, he may apply to Sr. Divisional Signal & Telecom Engineer, 2nd Floor-Annex Building, Divisional Railway Manager's Office, Western Railway, Pratapnagar, Vadodara-390004, for permission in this regard. Such permission shall be granted by the Railway but the expenses in this regard shall be borne by the tenderer completely.

2.9 Bid Security Deposit:

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

Value Of The Work	Bid Security
For works all works	2% of the estimated cost of the work
B. For works estimated to cost more than Rs. 1 crore	Rs. 2 lakh plus ½% (half percent) of the excess of the estimated cost of work beyond Rs.1 crore subject to a maximum of Rs. 1 crore

Note:

- (i)** The **Bid Security** shall be rounded off to the nearest Rs 100/-. This **Bid Security** shall be applicable for all modes of tendering.
- (ii)** Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of **Bid Security** deposit detailed above.
- (iii)** Labour Cooperative Societies shall deposit only 50% of above **Bid Security** detailed above
- (b)** It shall be understood that the tender documents have been sold/issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Western Railways. 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 90days beyond the bid validity period.**
- 3** In case, submission of Bid Security in the form of Bank Guarantee, following shall be ensured:
- A scanned copy of the Bank Guarantee shall be uploaded on e-Procurement Portal (IREPS) while applying to the tender.**
 - The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document within 5 working days of before closing date for submission of bids.**
 - 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.

2.10 RULES & GENERAL INFORMATION TO TENDERER:

2.10.1 The Tender shall be signed by individual or individuals legally authorized to enter into commitments on behalf of the Tenderer. Any individual or individuals signing the Tender Documents or other documents connected therewith should specify whether he is signing.

- (a) As a Sole Proprietor of the firm or Attorney of the Sole Proprietor.
- (b) As a Partner or Partners of the firm.
- (c) As a Director, Manager or Secretary or official with Power of Attorney as per memorandum /article of association in a Limited Company.
- (d) As a duly constituent attorney of authorized member of the JV, in case of JV.

2.10.2 Every Tenderer shall state in the Tender his postal address fully and clearly. Any communication sent in time to the Tenderer by post at the said address shall be deemed to have reached the Tenderer duly and in time. He shall also give telephone and fax number for communication. Important documents shall be sent by Registered post.

2.10.3 Incomplete and Conditional tenders will generally not be considered and are liable to be rejected. The Railway also reserves the right to reject any special conditions stipulated by the Tenderer as considered unacceptable to the Railway. If any deviations from the General conditions / special conditions / Technical specifications & Requirements/Schedule of works & supplies are proposed by the tenderer, they should be **mentioned on "Statement of Deviation" as per Form enclosed (Form-4) and not elsewhere in the tender document.**

2.10.4 WRONG INFORMATION BY TENDERER or TAMPERING WITH TENDER DOCUMENT:

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

(b) If it is found at any stage of the finalization of the tender or during actual execution the work that the information furnished in this tender including clarifications, is incorrect, the tenders are likely to be rejected. The Railway reserves the right to reject the tender without assigning any reason.

(c) If any terms and condition of tender is changed/added/deleted with malafide intention by the Tenderer/Contractor and the same is detected at any stage even after award of the Tender, all necessary action including banning of business, would be taken. In addition tenderer is also liable to be prosecuted as per the law.

2.10.5 Tender without requisite Bid Security in prescribed form will be summarily

rejected.

2.10.6 All the relevant documents shall be attached along with tender form as per terms and condition of tender.

2.10.7 All offers shall be either type written / printed or written neatly in indelible ink in English. Each page of the offer must be numbered consecutively, should bear the tender number and each page of the tender document including technical brochures, manuals etc. should be signed by the Tenderer & should bear the seal of the firm. A reference to the total no. of pages comprising the offer must be made at the top right hand corner of the first page.

Photocopies of all the certificates etc. submitted by Tenderer should be attested by tenderer as true copies, unless required to be attested by Notary public by other conditions of tender.

No scribbling is permissible in the tender documents. Tender containing erasures and alterations in the tender documents are liable to be rejected. Any correction made by the tenderer / tenderers in his/their entries must be attested by him/them.

2.10.8 ERRORS, OMISSIONS & DISCREPANCIES (IN THE TENDER DOCUMENT):

(a) The Contractor(s) shall not take any advantage of any misinterpretation of the conditions due to typing or any other error and if in doubt shall bring it to the notice of the Tender Inviting Authority, without delay. In case of any contradiction only the printed rules, and books should be followed and no claim for the mis-interpretation shall be entertained.

(b) If a Tenderer finds discrepancies in, or omission from the drawing or any of the Tender document or he has any doubt to their meaning, he should at once notify the Railway who may send a written clarification to all Tenderers.

2.11 SUBMISSION OF OFFERS:

2.11.1 The e-tender shall be submitted online at IREPS website under single packet system.

2.11.2 Along with all bids, the tenderer will upload the scanned copies of documents (in PDF) as per tender document while submitting their offer.

2.11.3 Any corrigendum to the NIT/tender document will be done only during the advertising period as an exception only and the same will be posted on the IREPS website also. No corrigendum is permitted during the offer submission period. If any corrigendum is required during the offer submission period, the work shall be retendered. Hence, accordingly the Tender NIT period is split as under:

➤ **Advertisement period: - Time during which all information pertaining to tender shall be available but offers cannot be submitted.**

➤ **Offer submission period: - Fifteen days prior to opening of tender, during which tenderers can submit their offer.**

It will be the responsibility of tenderers to check corrigendum about tender between Advertisement period and Offer submission period if any and submit their offer accordingly

2.11.4 The payment of Bid Security Deposit in respect of e-tendering shall be paid through net banking or payment gateway facility provided on IREPS only.

2.11.5 Tenderer(s) must give their postal address of correspondence correctly with PIN of the place. Railway shall not be responsible for any failure of dispatch of letter by the Postal Department. In case of incomplete address given by the tenderer where Postal Department is not accepting such address or not accepting postage packet at the given address, the offer submitted by the tenderer shall be treated as invalid and Railway reserves the right to reject the tender.

2.12 Tender Offer:

The Tenderer (s) shall invariably be accompanied with the following documents, failing which the offer can be treated as incomplete and liable to be rejected without any correspondence with the firm. Hence, the Tenderers are advised to ensure that these documents are submitted, duly signed at all pages, with their offer. The tender document shall be submitted with the following:

- (a) Offer letter complete, relevant paper/documents must be uploaded at the time of participating in e-Tendering. Schedule of Works & Supplies with quoted rates at **the percentage above / below /at par the Railways estimated grand total** on IREPS.
- (b) **The Bid Security** in prescribed and acceptable form of prescribed amount as instructed on www.ireps.gov.in **must be submitted along with the Bid documents.**
- (c) **Documents** in support of qualifying eligibility criteria as per clause 2.6 above (on **Format-5 & Format-6** along with all supportive documents
- (d) **List** of works completed in the last three financial years & current year giving description of work, organization for whom executed, approx. value of contract at the time of award, date of award and date of scheduled completion of work. Date of actual start, actual completion and final value of contract should also be given. **(Format-7).**
- (e) **List** of similar type of work on hand indicating description of work, contract value date of award of contract. **(Format-8).**
- (f) List of Personnel, Organization available on hand and proposed to be engaged for the subject work.
- (g) Power of Attorney, (if any), in acceptable form duly stamped and authenticated by a Notary public or Magistrate as per GCC clause 17.
- (h) Documentary evidence necessary to establish that tender possesses the requisite skill, technical expertise, technical and skilled manpower and necessary equipments to execute complete work covered in the schedule with stipulated specifications/details.
- (i) List of Plant & Machinery available on hand (own) and proposed to be inducted (own and hired to be given separately) for maintenance support of the system.
- (j) Details of set up/technical know-how available with the Tenderer for execution of work and testing/ trouble shooting/ repairing of equipments under warranty period. If the Tenderer is OEM, furnish complete details of repairing center setup within the country (India) i.e. location, Machinery available, Engineers engaged for repairing center.
- (k) Certified copy of JV agreement (MoU) in case of JV in enclosed format, Certified copy of Partnership deed in case of partnership firms as per clause 17 of (second sheet) of GCC, Memorandum of Articles of Association of the firm, extract of Board of Directors' meeting authorizing signatory to submit the offer to the Railways. In other cases, Memorandum and Articles of association.
- (l) Tenderer should provide details of bank account for payment through NEFT/RTGS on **FORMAT -9.**
- (m) Last audit report from registered Chartered Accountant.
- (n) The tenderer shall also enclose in his offer that they accept all the terms and conditions of Railways. The tenderer shall indicate paragraph by paragraph for each section and each clause and sub-clause of the entire tender document that either his tender complies in every respect with the requirements of each clause and sub-clause or if not, precisely how they differ from the

requirements of the tender. In the latter case, the tenderer shall enclose a separate **"Statement of Deviations"** as per **Format-4** given, indicating only the deviations for any clause or sub-clause of General Conditions of Contract, Special Conditions of Contract, Instructions to tenderers, technical requirement & specification and Schedule of works & supplies etc., which he proposes with "detailed justifications for deviations proposed". The purchaser, reserves the right to accept or reject these deviations and the Railway's decision thereon shall be final.

If the tenderer has no exceptions, the **"Statement of Deviations"** shall be submitted with a "Nil" statement. If the tenderer does not include this with the tender it shall be conclusive evidence that all conditions of contract are entirely acceptable to the Tenderer.

(o) The Time schedule of work including BAR/PERT charts.

(p) Any other information desired to be submitted by the tenderer

2.13

TECHNICAL COMPLIANCE AND DEVIATIONS, IF ANY:

- (a) Tenderer should note that the Outdoor Telecom work offered should be complete and compatible with the Telecom equipment installed / operating on in Vadodara Division of Western Railway. Any equipment/work required to make the interface equipments match with indoor Telecom equipment is the responsibility of the Tenderer. Railway will not undertake any change in their outdoor Telecom equipment, nor shall bear any extra cost on account of changes/addition required for ensuring compatibility of interface devices with outdoor Telecom equipments.
- (b) The tenderer shall certify that the system being offered by him fully meets RDSO Specifications with latest amendments and technical requirement mentioned in chapter 5 of tender document. For this purpose, a separate clause-by-clause comments on Railway's Technical Specifications shall be included as a part of the tenderer offer. The tenderer shall indicate clause for each section of the tender document that his tender complies in every respect with the requirement of each clause and sub-clause.
- (c) The compliance statement should be unambiguous. Remarks like 'See Technical Literature Attached' or other remarks of similar nature shall be avoided. Tenderer should not assume that Railway will interpret the compliance from Brochures or Technical Manuals attached by him. The clauses which are being compiled by the tenderer should be written as 'complied'. The compliance statement should be given for each individual clause and sub-clause of Technical Specifications separately. If the tenderer does not give unqualified compliance to all the clauses and he does not provide a clear and detailed deviation from the clauses and sub-clauses of Technical Specifications, the Tender is liable to be rejected without asking further clarification from the tenderer.
- (d) The clauses where tenderer is unable to comply, deviation should be clearly brought out. Details of variations from the drawings and specifications, if any, should be clearly indicated in the offer.
- (e) Notwithstanding the above, tenderer should attach adequate technical details and description of the equipment quoted so that Railway, if desired can also independently verify the compliance of remarks given by the tenderer.
- (f) The Railway reserves the right to accept or reject these deviations and Railway's decision thereon shall be final. The deviation quoted by the tenderer shall become part of contract agreement only to the extent to which they are

specifically mentioned and as accepted in letter of acceptance.

2.14 Rates:

2.14.1 Rates of stores and materials and works are to be quoted according to the pro forma and "Schedule of Work and Supplies "(Chapter 6). Rates in the offer should be in **Indian Rupees** only. Offers in foreign currency will not be accepted. The tenderer should quote rates in figures in the prescribed offer form.

Offer received for only part of schedule will not be considered and shall be rejected.

2.14.2 The entire work is to be done as per "Schedule of Material & Work" and "Technical Specification & Requirements".

(a) The entire work is divided into the following 3 schedules: -

I. Schedule – A: Supply Items

II. Schedule – B: Execution & Supply-Execution Items

(b) Against each item of Schedules, the estimated rates of Railways are mentioned and total is drawn for each schedule. The Estimated grand total for All Schedule-**A Items**, All Schedule-**B Items** together is drawn. **Tenderer are requested to quote the percentage above / below/ at-par the Railways estimated grand total at which he offers to do the work covered under all 2 schedules together. Rate quoted should be rounded off to one Rupee.**

2.14.3 Tenderers while quoting may specifically note the following: -

(i) The rates quoted in the offer by the tenderer shall be inclusive of GST as applicable at present.

(ii) Octroi & State Entry Tax will not applicable after implementation of GST.

(iii) Concessional forms "D" will not be issued by Railway as per latest policy.

(iv) Railways will not recover of Sales Tax after implementation of GST.

(v) Railways shall affect recovery of income tax at source at the rates in vogue.

(vi) The rates quoted by tenderer and accepted by Railway Administration shall hold good till the Completion of the work and no additional individual claim will be admissible on account of fluctuation in market rates, increase in taxes/any other levies/toll etc.

(vii) Further, no cognizance will be given for any sort of fluctuations in taxes and other market conditions etc. for any individual.

(viii) The tenderer for carrying out any construction work in _____ (name of the State) must get themselves registered from the Registering Officer under Section – 7 of the Building and Other Construction Workers Act, 1996 and rules made thereto by the _____ (Name of the State) Govt. and submit certificate of Registration issued from the Registering Officer of the _____ (Name of the State) Govt. (Labour Deptt.). For enactment of this Act, the tenderer shall be required to pay cess @ 1% of cost of construction work to be deducted from each bill. Cost of material shall be outside the purview of cess, when supplied under a separate schedule item."{Authority : Railway Board's letter no. 2008/CE-I/CT/6, Dated 29.11.2013}

2.15 VALIDITY OF OFFER:

2.15.1 The tenderer shall keep the offer open for a minimum period of **60 Days** from the date of opening of tender. Within that period, the tenderer cannot withdraw his offer subject to the period being extended further if required by mutual agreement from time to time. Any contravention of the above condition will make the

tenderer liable for forfeiture of his Bid Security.

- 2.15.2** It is understood that the tender document has 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, as Bid Security for the due performance of the above stipulation shall be forfeited by the Railways.

2.16 OPENING OF TENDERS:

Opening of tender by Railway: - Bid of all the tenderers will be opened at IREPS site on date mentioned in Tender notice or corrigendum if any **after 15.30 hrs.** in the office of the **Senior Divisional Signal & Telecom Engineer, 2nd Floor, Annex Building, Divisional Railway Manager's Office, Pratapnagar, Vadodara – 390004** in the presence accounts officials. In the event of the specified date of Bid opening being declared a holiday for the Railway, the Bids shall be opened at the same time and location on the next working day.

2.17 RIGHTS OF RAILWAYS TO DEAL WITH TENDERS:

The authority for the acceptance of the Tenderer will rest with the Western Railway administration on behalf of President of India, who shall not be bound to accept the lowest or any tender or to assign any reason for declining to consider, non-acceptance or rejection of a tender. The Western Railway administration reserves the right to accept any tender in respect of the whole or any portion of the work specified in the tender paper or to sub-divide the work among different Tenderers or to reduce the work or to accept any tender for less than the tendered quantities without assigning any reason whatsoever. Railway administration also reserves the right to cancel any or all tenders at any stage and in such case cost of tender document shall not be refunded.

2.18 RATES DURING NEGOTIATION:

The Tenderer/s shall not increase his/their quoted rates in case the Railway Administration decides to negotiate for reduction of rates. Such a negotiation shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted will be binding on the Tenderer/s.

2.19 ACCEPTANCE OF TENDER:

A letter of acceptance (LoA) of the offer will be issued by the Railway Administration to the successful Tenderer that his offer has been accepted, on receipt of which he shall submit a **Performance Bank Guarantee (PBG) bond of 5% of cost of work within 21** days of receipt of LoA as described in Clause No. **4.16 of Chapter-4**, Special Conditions of Contract and shall execute a formal Contract Agreement with the President of India acting through the **Sr. Divisional Signal & Telecom Engineer, 2nd Floor-Annex Building, Divisional Railway Manager's Office, Western Railway, Pratapnagar, Vadodara-390004** or his authorized representative for carrying out the work according to terms and conditions of the tender including "General Conditions of Contract" of Western Railway and Special Conditions / Specifications of this tender. Upon issuing of LoA, the contract for the work shall deemed to have been awarded to the tenderer and accordingly the completion period will be reckoned from the date of issue of LoA irrespective of the date of signing of contract agreement subsequently.

2.20 SIGNING OF AGREEMENT:

- (a) The tenderer whose offer is accepted will be required to present himself or his duly authorized representative at the **Office of Sr. Divisional Signal & Telecom Engineer, 2nd Floor-Annex Building, Divisional Railway Manager's Office, Western Railway, Pratapnagar, Vadodara-390004**, to execute the contract document within seven days of receipt of notice that the contract documents are ready.
- (b) Failure to do so shall constitute breach of the agreement affected by the acceptance of the tender in which case the Bid Security accompanying the tender shall be forfeited as liquidated damages for such default, without prejudice to any other right or remedies open to the Railway.

2.21 COMMENCEMENT OF WORK:

The successful tenderer upon receipt of LOA shall commence the work by way of submitting a detailed time schedule for completion of work within the allowed completion period.

The CAMC period, **if any**, will start after completion of warranty period of 12 months from Certified Date of Completion of the Works.

2.22 BUILDING AND OTHER CONSTRUCTION WORKERS ACT, 1996:

Contractor should take necessary action regarding registration as per Building and Other Construction Workers Act, 1996 as mentioned in **Para 4.1** of Special Condition of Contract.

CHAPTER – 3: GENERAL CONDITIONS OF CONTRACT

3.1 GENERAL CONDITIONS OF CONTRACT

“General Conditions of Contract” (GCC) April -2022 of Western Railway in addition to and/or in part super-session up to latest correction slips” (with latest amendments) will be applicable.

Booklet of **Indian Railway Standard General Conditions of Contract (GCC) Works Hand Book Parts I & II April-2022** edition/latest edition (with latest amendments), may be purchased by Tenderer(s) from Engineering Deptt. of Western Railway at their own cost.

**Sr. Divisional Signal & Telecom Engineer
Western Railway, Pratapnagar
Vadodara-390 004
For and on behalf of the President of India**

CHAPTER 4: SPECIAL CONDITIONS OF CONTRACT

4.1 GENERAL

- (i) These Special Conditions of Contract (SCC), "Schedule of Material & Works" and Technical Requirement & Specification and provision of tender document shall govern the works to be executed under this contract in addition to and/or in part super session of the General Conditions of Contract (GCC) with latest amendment / Correction Slips and Standard Specifications as laid down in the Western Railway Works Hand Book, Part III as amended up to latest correction slips.
- (ii) Where there is any conflict between these Special Conditions of Contract on one hand and Standard Specifications and General Conditions of Contract of Western Railway on the other hand, the former (SCC) shall prevail.
- (iii) Any deviations from these Special Conditions of Contract, Technical Requirement & Specifications, Schedule of Material & Supplies and/or any condition of tender document, if any, stated by the tenderer in his tender or subsequently introduced by the Railway shall be a part of the Contract only to such extent as have been explicitly accepted by the Railway and incorporated in the contract.
- (iv) These specifications/documents describe the material to be supplied, work to be performed and the method of construction for the complete installation in strict accordance with the drawings and specifications mentioned herein and such instructions as may from time to time be given by the Railway. The contractor shall quote for work giving all information after close scrutiny of the plans and site survey.
- (v) Unless specifically provided otherwise in the tender, any and all exception, which the tenderer may have to any of the clauses of the special conditions of contract or, technical requirement & specification as included in the tender shall be clearly stated. Such exceptions shall be listed in **"Statement of Deviation" (Format – 4)**. If the tenderer has no exceptions, the annexure shall be submitted with a "Nil" statement. If the tenderer does not include the annexure with the tender it shall be conclusive evidence that the special conditions of contract and technical requirement & specification and all conditions of contract are entirely acceptable to the Tenderer.

Any deviations from these special conditions of contract, technical requirement & specifications if any, stated by the tenderer in his tender or subsequently introduced by the Railway shall be a part of the Contract only to such extent as have been explicitly accepted by the Railway and incorporated in the contract.

- (vi) "The tenderer for carrying out any construction work in _____ (name of the State) must get themselves registered from the Registering Officer under Section – 7 of the Building and Other Construction Workers Act, 1996 and rules made thereto by the _____ (Name of the State) Govt. and submit certificate of Registration issued from the Registering Officer of the _____ (Name of the State) Govt. (Labour Deptt.). For enactment of this Act, the tenderer shall be required to pay cess @ 1% of cost of construction work to be deducted from each bill. Cost of material shall be outside the purview of cess, when supplied under a separate schedule item."

4.2 Name of Work: Vadodara Division: Provision of CCTV System at Station yard area to monitor Main Line Points and Crossings, especially.

4.3 WORK DETAILS:

- 4.3.1** The Scope of work essentially consists of Supply of Telecom Materials and their installation, testing, commissioning in connection with the work "**Vadodara Division: Provision of CCTV System at Station yard area to monitor Main Line Points and Crossings, especially.**

This project involves the supply, installation, and commissioning of CCTV cameras, VMS servers, switches, and earthing systems, along with telecom cable laying, jointing, and other associated works.

- 4.3.2** The tenderer(s) shall inspect the proposed site of work and acquaint himself/themselves with the site conditions, distances of gears, compatibility / interfacing, voltages / currents requirements of various existing gears and of equipments to be installed with their system and any other specific requirements etc. The tenderer shall undertake study / survey of Telecom systems / practices used in Western Railway /Division and make his own arrangement of the interlocking work involved in integration of the indoor equipments with existing indoor & outdoor equipments to be installed so as to make the entire system successful / functional.

- 4.3.3** The tenderer(s) shall inspect the proposed site of work and acquaint himself/themselves with the site conditions, working hours, layout of land, station building, trees and shrubs that he/they will have to cut, type of strata likely to be met within the borrow 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 arrangements 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. to outsiders and for Construction of approaches/approach roads, etc.

- 4.3.4** During testing and commissioning of the installation, the contractor's engineers will be available at site for testing and commissioning and also for doing any wiring alterations which will be required during testing and commissioning.

- 4.3.5** Supply of technical documentation & drawings as per Para **4.6** of SCC.

- 4.3.6** Scope of work is detailed in "Schedule of Materials and Works" and as per "Technical requirement & specification". Work is to be carried out in strict compliance to the tender conditions and specifications. Work will be carried out in accordance with the technical Specification & Requirements of the Tender Document. Wherever Specifications are not indicated, work will be carried out as per standard practice on this Railway and instructions of Engineer in charge.

4.4 WORKS REQUIRED TO BE DONE BY THE CONTRACTOR:

The brief scope of works to be undertaken by contractor under this tender has been given in **Para 4.3 of SCC**. In addition to this contractor has to also carry out following works:

- (i) Supply of material as per schedule of works & other miscellaneous items required for completion of work.
- (ii) Supply of technical documentation & drawing as per Para 4.6 of SCC.
- (iii) Warranty period will be **12 Months** from date of commissioning. Any defect noticed during this period will have to be rectified by contractor promptly at his own cost.
- (iv) The cost of transit insurance required as per rules will be borne by the contractor.
- (v) The contractor shall do no work that may interfere with train traffic until adequate protection has been arranged as per the instruction of the Engineer in

charge and as per GCC clause no. 34.

- (vi) All the tools & Measuring Instruments, required for installation & Testing will have to be brought by the contractor at his own cost.
- (vii) Installation Practices of all Telecom gears should be as per the Telecom Engineering Manual and to suit the latest correction slips, Western Railway and OEM's practices in vogue.
- (viii) Prompt repair/replacement /design change in various system/sub system/modules/cards during the warranty period.
- (ix) To ensure long term availability of system/sub system/ modules/cards of the equipment supplied as per stipulation in tender document and as per life cycle span of the system.

NOTE : Any other work not indicated in "Works to be done by Railways" heading as per statement given above shall be carried out by the contractor himself for which no extra payment will be made, so as to achieve the final objective of commissioning of the system as per technical specifications and as per tender requirement.

4.5 WORK TO BE DONE BY THE RAILWAYS: FOLLOWING SHALL BE DONE BY RAILWAYS:

- (i) Provision of single phase 230V AC un-stabilized Power Supply, if available, can be arranged by Railways on usual payment, as per extant procedure.
- (ii) Provision of suitable space for installation of equipments.
- (iii) Statutory Testing of installation/equipments (as per Telecom manual) shall be done under supervision of Railway officials or by Railway officials themselves, once contractor offers installation is ready commissioning in all respect. The electric supply for this purpose will be provided by the Railways. However, for any installation activities like drilling, soldering etc., contractor if so desires, to use tools / machines, electric power supply (230V) if available, can be arranged by Railways on usual payment, as per extant procedure. Non-availability of Mains Power will not be a reason for the slow progress of work. If Electric Supply is not available, the contractor shall make his own arrangement for Gen set / electric power.

4.6 TECHNICAL DOCUMENTS TO BE PROVIDED:

Six sets of documents for each station containing system details, site installation details / drawings, maintenance manual, operation procedure etc. in bound book and in soft copy as per practice of railways. In this case, cable Route plan.

Note: The original tracings are to be prepared by the contractor on reproduction film and required prints are to be taken. Diagrams including tracings will be handed over to Railways. One set of drawings in soft copy on Auto Cad format may be given in a CD. All drawings will be approved by Railway, wiring diagram, and other standard diagrams as per WR practice as prevalent in the Railway where work is to be executed and other connected indoor/outdoor work details shall be prepared by contractor and submitted to Railways for approval. After execution of the work Six (6) sets of all such plans/Drawings shall be prepared by the Contractor and given duly bound along with CDs with required supporting software as per Para above. The diagrams in soft copy should be in required format as per Western Railway drawing office practice.

All the drawings shall be supplied in a good quality folder for each station.

During installation, a folder containing all the drawings, testing procedures, commissioning procedure shall be kept at the stations.

4.7 COMPLETION PERIOD:

The completion period of the Work is 06 (SIX) Months.

The Warranty Period will start from Date of Work Completion Certificate of the Work issued by the Consignee.

The tenderer shall submit a tentative scheme along with his tender document as how the tendered work will be executed by him in the time frame.

Time for the execution of the Work is the essence of the contract. With a view to complete the work within **06 (SIX) Months** of entire section/stations, the contractor is required to observe the timely supply of indoor & outdoor materials and submit detailed schedule (along with PERT/Bar chart etc) within a month from date of issue of LoA. This has to be approved by Sr. DSTE in-charge of work. The progress shall be monitored periodically by Sr. DSTE. The materials shall be supplied in phased manner as work progresses. Contractor is required to ensure that work progresses as per submitted time schedule at entire section/stations at a time.

The contractor should depute skilled technicians, supervisors and engineers as per provisions of this tender document.

4.8 CONSIGNEE:

The Co-ordinating Consignee for the work will be **Senior Section Engineer / TELE / II / Pratapnagar.**

4.9 TRAINING:

The contractor shall arrange training programme for Railway Engineer/Supervisor in different aspects of the various systems, equipments, its functioning, field installation, testing, commissioning, maintenance and repairs etc. at Manufacturer's/ RDSO approved manufacturer's premises and at Field/Divisional/ Zonal Head Quarter, where required.

- (a) The training should be comprehensive for transfer of complete know-how, so as to impart full knowledge and confidence to independently and successfully execute the installation, testing, commissioning, maintenance and repairs of the complete system and equipments.
- (b) Training should be comprehensive in all aspects of software and hardware, its architecture, equipment design, functioning, field installation, testing, commissioning, operation maintenance and repair covering both hardware and software.
- (c) The venue of the training shall be finalized in consultation with Engineer-In charge.
- (d) Expenses on travel and other incidental expenditure on training of Railway personnel, deputed for training will be borne by the Railways.
- (e) To impart training, the contractor shall make arrangements for appropriate venue of training (in case it is not Railway premises). He has to also arrange Projector, Slides, Equipments /instruments, training materials /documents at his own cost.
- (f) The detailed training, programme indicating the topics to be covered, practical / demonstrations to be conducted during training shall be approved by the

Engineer-In charge prior to commencement of training.

- (g) Engineer In-charge will take adequate measure to ensure that Railway Officials are trained properly. To judge the same, he may conduct necessary training feedback from trainees for adequacy of training.
- (h) In addition, contractor shall impart onsite training to Railway staff associated with work for installation and maintenance of system.
- (i) Set of documents related to training in adequate quantity shall be provided.

4.10 SPARES:

The Tenderer shall include in his tender the details of essential spares, their quantity as per schedule of requirements. Details are to be given in confirm that quantity of spares for each station as per requirement of this clause. The tenderer shall give a detailed list of processor, cards/modules, interface relay, plug in units, connectors, fuses etc of each type.

4.11 LONG TERM AVAILABILITY OF SPARES AND SYSTEM SUPPORT:

- (a) The Contractor / manufacturer shall ensure the availability of all components/ sub-systems, if required by the Railways from time-to-time on mutually agreed terms and conditions after warranty is over.
- (b) The manufacture shall guarantee that spare parts for the system shall be available for a minimum of ten years after expiry of the warranty period and thereafter at least two years notice shall be given to the Railways before any equipment or components are discontinued or phased out from the manufacturing plans. This will enable the Railways to assess the lifetime requirement of spares needed and order in sufficient quantity prior to stoppage of the manufacture.
- (c) The successful tenderer shall further guarantee that if OEM goes out of production, he shall supply the specifications of materials at no cost to the purchaser, if and when required in connection with the equipment to enable the purchaser to fabricate or procure from other sources.
- (d) The contractor shall undertake to supply on payment of all maintenance spares and tools required for the equipment during lifetime. He shall also undertake to supply additional equipment required for replacement or expansion of the network; that may become necessary due to additional traffic requirements. The price variation formula adopted in pricing such maintenance spares and additional supply that may be ordered in future shall be provided by mutual discussion.

4.12 ROYALTIES AND PATENTS RIGHTS:

- i. The Contractor is forbidden to use any patents or registered drawings, processes or patterns in fulfilling his contract without the previous consent in writing of the owner of such patents drawings, patterns or trademarks, except where these are specified by the purchaser himself. Royalties where payable for the use of such patented processes, registered drawings or patterns shall be borne exclusively by the Contractor. The Contractor shall advise the purchaser of any proprietary rights that may exist on such processes, drawings or patterns which he may use of his own accord.
- ii. The contractor shall defray the cost of all Royalties fees and other payment in respect of patents, patent rights and licenses which may be payable to patentee, licenser or other person or corporation and shall obtain all necessary licenses. In case of any breach (whether willfully or inadvertently) by the contractor on this

provision, the contractor shall indemnify the Railway and their officers, servant and representative against all claims, proceeding, damages, cost charges, expenses, loss and liability which they or any of them may sustain, incur or be put to, by reason or in consequence, directly or indirectly of any such breach and against payment of any royalties, damages or other moneys, which the Railway may have to make, to any person or holder entitled to patent rights in respect of the users of any machine, instruments, process, article, matter or thing, constructed, manufacturing supplied or delivered by the contractor or to his order under this contract. The tenderer is deemed to have accepted this clause, in regard to indemnifying the railway as stated above, when his tender has been submitted to the Railway.

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

4.13 FOREIGN EXCHANGE AND IMPORT LICENSE:

Any foreign exchange or Import License, if required, for supply of goods and service under the contract will have to be arranged by the contractor at his cost. Railway shall make all payment due, under the contract, in Indian Rupees only.

4.14 CHANGE IN ADDRESS:

Any change in the address of the contractor shall be forthwith intimated in writing to the Railway. The Railway will not be responsible for any loss/ inconvenience suffered by the Contractor on account of his failure to comply with this.

4.15 (1) Security Deposit: The Security Deposit shall be 5% of the contract value. The Bid Security submitted by the Contractor with his tender will be retained / encashed by the Railways as part of security for the due and faithful fulfillment of the contract by the Contractor. Provided further that, if Contractor submits the Cash or Term Deposit Receipt issued from a Scheduled commercial bank of India or irrevocable Bank Guarantee

Bond from a Scheduled commercial bank of India, either towards the Full Security Depositor the Part Security Deposit equal to or more than Bid Security, the Railway shall return the Bid Security, to the Contractor.

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

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

Note: Security Deposit deposited in cash by the Contractor or recovered from the

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

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

- (a)** Final Payment of the Contract as per clause 51. (1) **and**
- (b)** Execution of Final Supplementary Agreement or Certification by Engineer that Railway has No Claim on Contractor **and**
- (c)** Maintenance Certificate issued, on expiry of the maintenance period as per clause 50. (1), in case applicable.

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

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

4.16 PERFORMANCE GUARANTEE:

The procedure for obtaining Performance Guarantee is outlined below:

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

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

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

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

- (i) A deposit of Cash.
- (ii) Irrevocable Bank Guarantee;
- (iii) Insurance Surety Bond as per Annexure-XVII.

Para 16(4)(h) of Part-II of GCC'22 says that **"If a tender is accepted on the quoted rates of bidder which is below the advertised tender value, an additional performance security shall be submitted by the bidder as below:**

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

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

- (iv) Government Securities including State Loan Bonds at 5% below the market value;
 - (v) Pay Orders and Demand Drafts tendered by any Scheduled Commercial Bank of India;
 - (vi) Guarantee Bonds executed or Deposits Receipts tendered by any Scheduled Commercial Bank of India;
 - (vii) A Deposit in the Post Office Saving Bank;
 - (viii) A Deposit in the National Savings Certificates;
 - (ix) Twelve years National Defense Certificates;
 - (x) Ten Year Defense Deposits;
 - (xi) National Defense Bonds and
 - (xii) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of Sr. DFM/BRC (free from any encumbrance) may be accepted.
- (c) The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.
- (d) The value of PG to be submitted by the Contractor is based on original contract value and shall not change due to subsequent variation(s) in the original contract value.
- (e) The Performance Guarantee (PG) shall be released after physical completion of the work based on '**Completion Certificate**' issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily.
- (f) Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be encashed in addition to forfeiture of Security Deposit available with railway.
- (g) The engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
- i) Failure by the contractor to extend the validity of the Performance

Guarantee described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.

- ii) Failure by the contractor to pay President of India any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer.
- iii) The Contract being determined or rescinded under clause 62 of these conditions.

(h) 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.

4.17 FORCE MAJEURE CLAUSE:

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

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

(i) Extension due to Modification: If any modifications have been ordered which in the opinion of the Engineer have materially increased the magnitude of the work, then such extension of the contracted date of completion may be granted as shall appear to the Engineer to be reasonable in the circumstances, provided moreover that the Contractor shall be responsible for requesting such extension of the date as may be considered necessary as soon as the cause thereof shall arise and in any case not less than one month before the expiry of the date fixed for completion of the works.

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

be reasonably required of him to the satisfaction of the Engineer to proceed with the works. The Contractor may also indicate the period for which the work is likely to be delayed and shall be bound to ask for necessary extension of time. The Engineer on receipt of such request from the Contractor shall consider the same and shall grant such extension of time as in his opinion is reasonable having regard to the nature and period of delay and the type and quantum of work affected thereby. No other compensation shall be payable for works so carried forward to the extended period of time; the same rates, terms and conditions of contract being applicable as if such extended period of time was originally provided in the original contract itself.

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

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

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

(B) Extension of Time with Liquidated Damages (LD) for delay due to Contractor: The time for the execution of the work or part of the works specified in the contract documents shall be deemed to be the essence of the contract and the works must be completed not later than the date(s) as specified in the contract. If the Contractor fails to complete the works within the time as specified in the contract for the reasons other than the reasons specified in Clause 17 and 17-A, the Railway may, if satisfied that the works can be completed by the Contractor within reasonable short time thereafter, allow the Contractor for further extension of time (Proforma at Annexure-VII) as the Engineer may decide. On such extension the Railway will be entitled without prejudice to any other right and remedy available on that behalf, to recover from the Contractor as agreed damages and not by way of penalty for each week or part of the week, a sum calculated at the rate of Liquidated Damages as decided by Engineer, between 0.05% to 0.30% of contract value of the works for each week or part of the week.

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

S. No.	Duration of extension of time under Clause 17-B	Rate of Liquidated Damages
(i)	Up to Twenty Five percent of original	As decided by Engineer, 0.05%

	period of completion including period of extension of time granted under Section 17A(i)	of contract value for each week or part of the week
(ii)	Above Twenty Five percent but upto Fifty percent of original period of completion including period of extension of time granted under Section 17A(i)	0.10 % of contract value for each week or part of the week
(iii)	Above Fifty percent of original period of completion including period of extension of time granted under Section 17A(i)	0.30 % of contract value for each week or part of the week

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

NOTE:

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

(C) Bonus for Early Completion of Work: In case of open tenders having advertised value more than Rs 50 crore and original period of completion 12 months or more, when there is no reduction in original scope of work by more than 10%, and no extension granted on either railway or Contractor's account, Contractor shall be entitled for a bonus of 1% for each 30 days early completion of work. The period of less than 30 days shall be ignored while working out bonus. The maximum bonus shall be limited to 5% of original contract value. The completion date shall be reckoned as the date of issuance of completion certificate by engineer.

4.18

(1) Illegal Gratification:

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

- (i) **"Corrupt practice":** making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
- (ii) **"Fraudulent practice":** any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;
- (iii) **"Anti-competitive practice":** any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the procuring entity, that may impair the transparency, fairness and the progress of the procurement process or to establish bid process at artificial, non-competitive levels;
- (iv) **"Coercive of interest":** any coercion or any threat to impair or harm,

directly or indirectly, any party or its property to influence the procurement process or affect the execution of the contract;

- (v) "Conflict of interest" (COI): any personal, financial, or business relationship between the bidder and any personnel of procuring entity who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of the procuring entity directly or indirectly;
- (vi) "Undue Advantage": improper use of information obtained by the bidder from the procuring entity with an intent to gain an unfair advantage in the procurement process or for personal gain. This also includes if the bidder (or his allied firm) provided services for the need assessment/procurement planning of the tender process in which he is participating;
- (vii) "Obstructive practice": materially impede the procuring entity's investigation of a procurement process either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to such investigation or from pursuing the investigation; or by impeding the procuring entity's rights of audit or access to information;

(2) Punitive Provisions:

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

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

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

4.19 EXECUTION OF WORKS:

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

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

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

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

The order in which the Contractor intends to carry out the Works, including the anticipated timing of each stage, Contractor's Documents, procurement, manufacture of Plant, delivery to Site, construction, erection and testing, each of these stages for work by each Subcontractor, if any, the sequence and timing of inspections and tests specified in the Contract, and a supporting report which includes:

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

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

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

If, at any time, the Engineer gives notice to the Contractor that a programme fails

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

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

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

4.20 (1) Compliance to Engineer's Instructions: The Engineer shall direct sequence in which the several parts of the works shall be executed and the Contractor shall execute without delay all orders given by the Engineer from time to time; but the Contractor shall not be relieved thereby from responsibility for the due performance of the works in all respects.

(2) Alterations to be Authorized: No alterations in or additions to or omissions or abandonment of any part of the works shall be deemed authorised, except under written instructions from the Engineer. The Contractor shall be responsible to obtain such instructions in each and every case in writing from the Engineer.

(3) Extra Works: Should works over and above those included in the contract require to be executed at the site, the Contractor shall have no right to be entrusted with the execution of such works which may be carried out by another Contractor or Contractors or by other means at the option of the Railway.

(4) Separate Contracts in Connection with Works: The Railway shall have the right to let other contracts in connection with the works. The Contractor shall afford other Contractors reasonable opportunity for the storage of their materials and the execution of their works and shall properly connect and coordinate his work with theirs. If any part of the Contractor's work depends upon proper execution or result upon the work of another Contractor(s), the Contractor shall inspect and promptly report to the Engineer any defects in such works that render it unsuitable for such proper execution and results. The Contractor's failure so-to inspect and report shall constitute an acceptance of the other Contractor's work as fit and proper for the reception of his work, except as to defects which may develop in the other Contractor's work after the execution of his work.

4.21 Instruction of Engineer's Representative: Any instructions or approval given by the Engineer's representative to Contractor in connection with the works shall bind the Contractor as though it had been given by the Engineer provided always as follows:

(a) Failure of the Engineer's representative to disapprove any work or materials shall not prejudice the power of the Engineer thereafter to disapprove such work or

material and to order the removal or breaking up thereof.

(b) If the Contractor shall be dissatisfied by reason of any decision of the Engineer's representative, he shall be entitled to refer the matter to the Engineer who shall there upon confirm or vary such decision.

4.22

WORK SPECIFICATIONS, DRAWINGS:

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

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

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

(4) Compliance with Contractor's Request for Details: The Engineer shall furnish with reasonable promptness, after receipt by him of the Contractor's request, additional instructions by means of drawings or otherwise, necessary for the proper execution of the works or any part thereof. All such drawings and instructions shall be consistent with the Contract Documents and reasonably inferable there from.

(5) Meaning and Intent of Specification and Drawings: If any ambiguity arises as to the meaning and intent of any portion of the Specifications and Drawings or as to execution or quality of any work or material, or as to the measurements of the works the decision of the Engineer thereon shall be final subject to the appeal (within 7 days of such decision being intimated to the Contractor) to the Chief Engineer who shall have the power to correct any errors, omissions, or discrepancies in aforementioned items and whose decision in the matter in dispute or doubt shall be final and conclusive.

Installation shall comply with the requirements to the following manuals/ books and Western Railway practices in vogue-

Indian Railways Telecom Engineering Manual (latest edition).

Telecom manual

Indian Railways Engineering code

Indian Railways P-Way manual.

Indian Railways Works Manual

Indian Railways AC traction Manual

General & Subsidiary Rules with latest correction slip.

Schedule of dimensions.

These books are available in the office of **Principal Chief Signal & Telecommunication Engineer, 5th Floor, Churchgate Station Building, Western Railway, Mumbai-400020 / Senior Divisional Signal & Telecommunication Engineer, 2nd Floor-Annex Building, DRM's Office, Western Railway, Pratapnagar, Vadodra-390 004.**

4.23

(A) Workmanship and Testing: The whole of the works and/or supply of materials specified and provided in the contract or that may be necessary to be done in order to form and complete any part thereof shall be executed in the best and most substantial workman like manner with materials of the best and most approved

quality of their respective kinds, agreeable to the particulars contained in or implied by the specifications and as referred to in and represented by the drawings or in such other additional particulars, instructions and drawings given during the carrying on of the works and to the entire satisfaction of the Engineer according to the instructions and directions which the Contractors may from time to time receive from the Engineer. The materials may be subjected to tests by means of such machines, instruments and appliances as the Engineer may direct and wholly at the expense of the Contractor.

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

(a) The removal from the site, within the time specified in the order, of any materials which in his opinion are not in accordance with the specifications or drawings.

(b) The substitution of proper and suitable materials, and (c) the removal and proper re-execution, notwithstanding any previous tests thereof or on account payments therefor, of any work which in respect of materials or workmanship is not in his opinion in accordance with the specifications and in case of default on the part of the Contractor in carrying out such order, the Railway shall be entitled to rescind the contract under Clause 62 of these conditions.

(d) The provision of Construction and Demolition Waste Management Rule 2016 issued by Ministry of Environment Forest and Climate Change dated 29.03.2016 and published in the Gazette of India, Part – II, Section -3, Sub-section (ii) are binding upon the Contractor. Contractor shall implement these provisions at worksites, for which no extra payment will be payable.

4.24

INSPECTION OF MATERIAL:

(i) The Inspecting authority of the equipment / materials to be supplied against this work will be **RDSO / RITES**. If due to any reason, inspections of contracted items are not undertaken by RDSO / RITES, then inspection will be carried out by Railway representative to be specifically nominated by respective Engineer-in-Charges. No material shall be dispatched from manufacturer's premises/assembling unit prior to inspection/ approval by the Railways.

(ii) The Railway may also inspect the material again at the Consignee depot. The Railway shall also have the right for stage inspection of material to satisfy himself that the materials are in accordance with the specification and approved drawings/design.

(iii) The Contractor shall give sufficient notice of time to RDSO / RITES / Railway's representative when the material is ready for testing / inspection. All facilities as may be necessary shall be provided for carrying out the tests at the place of manufacture.

(iv) Whenever materials are inspected by Authorized Representatives of the Railways / Consignee, the Contractor will be required to furnish manufacturers/supplier's Guarantee Certificate (along with test report) and performance guarantee for such items. The contractor has to also furnish proof of purchase / dispatch from manufacturer.

(v) The Railway shall have full power to reject any material that it may consider to be defective or inferior in quality, workmanship, or otherwise not in accordance with the Specification and the Railway's decision shall be final, even though they might have been inspected by RDSO/RITES. The Tenderer shall remove forthwith any such material rejected and replace them promptly at his own cost.

(vi) Standard RDSO Drawing referred to in this schedule & technical specification may be collected on payment from RDSO, Lucknow by tenderer if required.

INSPECTION CHARGES:

(VII) The inspection charges for the inspection service rendered to the S&T contractors executing signaling & telecom works **shall be borne by the Railway.**

4.25

MATERIALS AND WORKMANSHIP:

- (i) The Electrical/Electronic Telecom materials, to be supplied by the Tenderer as per RDSO's Specification / Drawing will have to be procured from RDSO approved firms only.
- (ii) Materials/ Equipments for which RDSO approved sources exist should be taken from RDSO approved Part-I sources only. The Equipment / Materials from Part-II RDSO approved sources should be taken only if there are no Part-I sources approved for the same. Any relaxation with respect to procurement / inspection shall be with the prior approval of the competent authority. The Railways' decision shall be final and binding on the contractor.
- (iii) Material should not be procured from any sources banned for business dealing with Railways under any circumstances.
- (iv) All the IRS / RDSO approved items shall be procured from RDSO approved firms to IRS/RDSO specifications and shall be inspected by RDSO. In case the total value of a particular item is less than **Rs. 5.0 Lakh (Five)**, the same shall be inspected by RITES/Consignee, subject to supplies being from sources approved by RDSO.
- (v) Material shall be in accordance with specifications and drawings specified or approved by the Railway with latest amendments.
- (vi) Further items which do not have RDSO specification for which RDSO has not approved any suppliers, inspection shall be carried out by RITES/authorized Railway representatives (In this case material shall be accepted against firm's guarantee certificate).
- (vii) Material for which no detailed specification/ drawing is given in tender document should be procured from reputed manufacturer / authorized agents and proof of purchase/dispatch shall be furnished to consignee.
- (viii) Material should be in properly packed condition and the consignee reserves the right to reject the material even though it was passed by RDSO.
- (ix) All the materials and workmanship used in this work shall be of extremely good quality and high class in every respect and is expected to give trouble free service.
- (x) The personnel deputed for soldering should have adequate soldering skills and competency certificate issued by ITIs / reputed institutions.
- (xi) Railway Board's Letter No. 2006/Tele/TC/1 dated – 17/04/2006 and dated – 09/01/2008 stipulates following guidelines for inspection of Telecommunication items: -
 - (1)** The materials, which are procured from RDSO approved firms with RDSO specification and if the cost of the material is over Rs. 5 lakh, the inspection shall be carried out by RDSO.
 - ii. All the materials with TEC/BSNL specification and procured from TEC/BSNL approved firms (approved for bulk supply and not as interface approval) shall also be inspected by RDSO provided the cost of the material is more than Rs 5 lakh.
 - (2)** All the materials with TEC/BSNL specification and procured from sources not approved by TEC/BSNL (including firms having only interface approval) shall also be inspected by RDSO provided the cost of the material is over Rs. 5 lakhs. However, in such cases RDSO shall carry out prototype approval before taking up regular inspection.
 - (3)** Sophisticated telecom items as an exception can also be taken up for inspection by RDSO as per Railway's specification. The approved acceptance test format shall

have to be supplied by Railways duly approved by the concerned CSTE.

(4) RDSO shall not inspect "Test and Measuring" equipment, Electronic exchanges / intercom, auto telephones and spare parts of all telecom equipment. The same may be inspected by Railway's representative as nominated by zonal railways.

(5) Guideline for inspection of SDH equipment will be as under: -

a) The acceptance testing of such equipment may be done by RDSO for which tender /contract specific approval has been accorded by TEC /BSNL till the generic approval of TEC/BSNL or prototype approval by RDSO is given.

b) If TEC/BSNL continues to issue only tender/contract specific approvals and no generic approvals are given to any firm in future, then RDSO may undertake prototype approval as per TEC specification and en list the firms in the RDSO approved list to avoid problem of supply SDH equipment to Railways.

4.26 STORES – RECEIPT & ACCOUNTAL:

- (i)** Exchange of proper requisition and receipt shall be done on a suitable Performa between the Contractor and the Railway's authorized representative.
- (ii)** The Contractor shall issue a receipt along with the demand slip for material he requires for the work and obtain receipt when any material is returned to stores. These transactions shall be done with the consignee.
- (iii)** All stores drawn by the contractor shall be accounted for either as installed as per site measurements recorded or as per surplus stores returned to the respective Consignee (stores).

4.27 LOADING / UNLOADING & TRANSPORTATION OF MATERIAL

The material shall be delivered by the Contractor at the Depot of Consignee. Material supplied by Railways for execution of the work and the material delivered by the Contractor will be transported from the Stores of the nominated Consignee as given in **Para 4.8** above to site by the Contractor with his own labour and transport. This includes loading and unloading of materials at consignee depot and at site at by contractor at his own cost.

Alternatively, if the site of work is ready and work is in progress, physically, the materials can be brought to the site directly and supplied with prior approval of Engineer in-charge **after appropriate accountal by consignee.**

Materials required to carry out this work if supplied by the Railways will be issued at the nominated Depots. The contractor will have to load, Transport these materials to the site of work and unload at his own cost.

Empty cable drums and balance materials after completion of work, if any should be returned back at the nominated Depot of the nominated Senior Section Engineer (Telecom) by contractor at his own cost.

The Contractor will have to furnish an Indemnity Bond for the Security of the Railway material issued to him.

Indemnity Bond will be released after commissioning of work and when all balance material is returned by contractor. The security of the material brought to the site of work will remain with the Contractor, till commissioning of the complete structure and same in handed over to Railway's nominated representative of Engineer-in-charge.

The cost of transit insurance if required will be borne by the contractor.

4.28 SECURITY OF MATERIAL:

Once the material is handed over to the contractor, the contractor shall be responsible for the security of material irrespective of the fact that the material is kept in Railway premises. The contractor shall make adequate arrangements at site as deemed necessary for guarding the same from the thefts or damage of any sort. In the event of any loss the contractor shall be responsible to that effect and shall execute an indemnity bond for the materials, which has been supplied by the Railway and will remain in his custody.

The cost of stores lost / damaged shall be realized by the Railway out of any payments due to the contractor in this contract or from any other contract executed by Govt. of India.

The material issued to the contractor if found defective / unserviceable after transporting at site, the same shall be transported & handed over to the Consignee Depot by the contractor without any extra cost.

4.29 RETURN OF SURPLUS STORES:

The Contractor with his own staff shall return the stores found to be surplus to Consignee.

The contractor shall account for all material that is issued to him. A register shall be maintained at site, which shall be signed by the Contractor as a token of receipt of material. All the issued material shall either be used in the installation or returned to Consignee.

4.30 RETURN OF RELEASED STORES:

Released equipment shall be returned and deposited to Consignee in systematic manner. Proper care should be taken while releasing & transporting the stores.

4.31 PACKING AND FORWARDING:

(i) The contractor shall pack at his own cost the stores sufficiently and properly for transit by rail/road, air and/or sea as provided in the contract so as to ensure their being free from loss or damage on arrival at their destination.

(ii) All containers (including packing cases, boxes, tins drum and wrappings) in which the stores are supplied by the contractor shall be considered as non-returnable and their cost as deemed to have been included in the contractor price.

(iii) Each packing delivered under the contract shall be marked by the contractor at his own expenses. Such marking shall be distinct (all previous irrelevant marking being carefully obliterated and shall clearly indicate the description and quantity of stores, the name and address of the Contractor with a distinctive number of mark sufficient for the purpose of identification. All marking shall be carried out with such material as may be found satisfactory by the inspecting officer as regard quickness of drying, fastness and indelibility. Materials and Equipment meant for each station shall be separately packed in separate boxes and marked with name of station, consignee and railway.

4.32 FREIGHT AND INSURANCE:

The freight and insurance cost for the material to site of work shall be borne by the contractor.

4.33 CONSIGNEE'S RIGHT OF REJECTION:

(i) 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) 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 howsoever.

(II) The Railway shall have full right to reject any material that the Railway may consider to be defective or inferior in quality of material, workmanship, and design or otherwise, not in accordance with the specifications and drawings specified by the Railway and the Railway's decision shall be final, even though they might have been inspected by RDSO/RITES. The contractor shall remove forthwith any such material rejected and replace them promptly at his own cost.

4.34 CONSEQUENCES OF REJECTION (Rejected stores):

When any stores delivery at the consignee's depots is rejected, the contractor shall remove this 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 Contractor does not remove the stores within this period, the Railway or his nominee shall have the right to dispose of such stores, as thought fit, at the contractor's risk and account.

The Railway shall also be entitled to recover from the contractor, handling and ground rent / demurrage and any other charges for the period during the rejected stores are not removed after the period aforementioned.

4.35 SUPERVISION & LABOUR:

(i) Tenderer shall keep sufficient and competent staff as per G.C.C. Clause no.26 at the work site. The work shall be carried out as per Railway's extant practice.

(ii) During the execution of the works, the contractor or his representative shall not leave the site where the works are being carried out. At the site of work, the contractor shall always make available one representative who shall be approved by the Railway Administration and who shall be invested with adequate powers by the Contractor so that orders or instruction given to the said representative by the Railway Administration in writing could be considered as duly given or conveyed to the Contractor himself. Representative of the Railway will check up the work from time to time. Supervision and Erection of indoor work will be done by the contractors with their own labour, till completion and testing of the work.

(iii) The field Supervisor shall receive instructions from the Engineer-in-charge of the work or his representative at site and comply with the instructions. The Contractor shall be responsible for the compliance of such instructions.

(iv) If the supervisor acting on behalf of the Contractor disregards the instructions of the Railway's supervisor / representative and does not execute the work to the satisfaction of this Railway supervisor, the Railway's Engineer, in

consultation with superior will have the authority to order stoppage of work and/or ask for the replacement of the supervisor, which it shall be binding on the contractor.

- (v) The contractor shall make his own arrangement for accommodation, for his staff during installation, testing & commissioning. Water for drinking purpose if available at the station location will be given. However, Railways take no guarantee for this facility.

Clause no. 55A GCC: Provisions of Contract Labour (Regulation and Abolition) Act, 1970:

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

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

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

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

A.(5) In every case in which, by virtue of the provisions of the aforesaid Act or the rules, the Railway is obliged to pay any amount of wages to a workman employed by the Contractor or his sub-contractor in execution of the work or to incur any expenditure on account of the contingent, liability of the Railway due to the Contractor's failure to fulfill his statutory obligations under the aforesaid Act or the rules, the Railway will recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred and without prejudice to the rights of the Railway under the Section 20, Sub-Section (2) and Section 2, Sub-Section (4) of the aforesaid Act, the Railway shall be at liberty to recover such amount or part thereof from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India. The Railway shall not be bound to contest any claim made against it under Sub-Section (1) of Section 20 and Sub-Section (4) of Section 21 of the aforesaid Act except on the written request of the Contractor and upon his giving to the Railway full security for all costs for which the Railway might become liable in contesting such claim. The decision of the Chief Engineer regarding the amount actually recoverable from the Contractor as stated above shall be final and binding on the Contractor.

Clause no. 60 GCC:

(1) Non-Employment of Labourers below the age of 15: The Contractor shall not employ children below the age of 15 as labourers directly or through petty Contractors or sub-contractors for the execution of work.

(2) Medical Certificate of Fitness for Labour: It is agreed that the Contractor

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

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

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

EXPLANATIONS:

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

Clause 55C GCC Compliance of Labour Laws:

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

- (a)** Contractor shall apply for one-time registration of his company/firm etc. in the Shramikkalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration in the portal within 7 days of receipt of such request.
- (b)** Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all Letter of Acceptances (LoAs) issued in his favour.
- (c)** The contractor once registered on the portal, shall provide details of his Letter of Acceptances (LoAs) / Contract Agreements on shramikkalyan portal within

15 days of issue of any LoA for approval of concerned Engineer. Engineer shall update (if required) and approve the details of LoA filled by contractor within 7 days of receipt of such request.

(d) After approval of LoA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramikkalyan portal on monthly basis.

(e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.

While processing payment of any 'On Account Bill' or 'Final Bill' or release of 'Advances' or 'Performance Guarantee / Security deposit', contractor shall submit a certificate to the Engineer or Engineer's representatives that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramikkalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till ____Month, ____Year."

Clause no. 55D of GCC: -

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

Provision in respect of the contract workers and coverage and unenrolled contract/casual employees under the employees enrolments campaign – 2017 launched by EPFO:

As per directives received from General Manager, Western Railway, Churchgate vide letter No. E (HER) 526/7 Vol. V dated 19.01.2018, tenderer are requested to provide information in the following format.

Sr. No.	Name of Contractor	Service Contract / Works Contract	Registration on EPFO portal and its number	Bank payment to contract worker (Yes/No)	PF deduction of contract worker (Yes/No)	PF contribution on by the contractor (Yes/No)	Medical facilities by ESI (Yes/No)
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Tenderer are also requested to submit your undertaking stating that your firm has observed and acting with compliance of provisions of minimum wages act, payment are being made to engaged labour through bank and you have contributed your share as per provisions of EPF or the certificate that these provisions are not applicable on you.

4.36 SAFETY OF WORK , TRAINS & PERSONNEL:

(i) The contractor should abide by all the Railway regulations and also ensure that the same are followed by his representatives, agents, servants or workmen. He is therefore bound under these clauses to give notice to them about the provision of this clause and the consequent liability of the contractor under the agreement. The contractor shall conform to all the Railway Rules relating to safety of personnel and operation of signals and

points. In the A.C. electrified areas the special precautions as laid down in R.E. Manual shall be followed.

- (ii) No petroleum spirit within the meaning of the Indian Petroleum Act shall be stored at site or adjacent land until the approval of the Railway and necessary license under the Act has been obtained by the contractor. The tenderer shall also ensure that approval of the Engineer has been obtained for storing any other inflammable material well in advance.
- (iii) The contractor's employees and workers shall not for any reason operate any appliances or installations of the Railway concerning the safety of train movements, but they should whenever necessary notify the qualified Railway staff who will then take necessary steps. The contractor shall also be responsible for any damage that may cause due to the carelessness of his workmen and will bear the consequences in this regard.
- (iv) The work must be carried out most carefully in such a way that they do not hinder the Railway operation except as agreed to by the Railway. The Contractor shall do no work that may interfere with traffic until protection has been provided by the Railway and under supervision of Railway's representative. When the work is required to be carried out on the track itself or as close to the track as may pose a hazard to rail traffic, the work shall be carried out under the supervision of an authorized Railway Representative Junior Engineer/Senior Engineer/ Senior Section Engineer (JE/SSE).
Whenever track side works are undertaken by the contractors, areas for unloading of bulk materials should be clearly demarcated and barricades provided if necessary with the consent of the (JE/SSE) Signal/Telecom, in-charge of the work. Suitable steps shall also be taken to prevent transport vehicles and such other machinery gaining access so near the track as to threaten the safety of running trains. That, whenever it becomes inescapable to allow transport vehicles or mobile machinery to operate in close proximity to the running lines the maximum moving dimensions for the said lines shall be adequately protected by fencing or such other suitable measures. No vehicle will normally be permitted to ply adjacent to the running lines. The contractor will be responsible for the safety of hired trucks and men etc. Working at the site. He will also be responsible for any damage caused to the Railway property, staff and passengers travelling on the line on account of his truck/vehicles having been allowed to ply on the bank.
- (v) The contractor shall take all precautionary measures in order to ensure protection of his own personnel moving about or working on the Railway premises and shall have to conform to the Rules and Regulations of the Railway.
- (vi) Suitable ladders for climbing the post and slings for supporting men on the post shall be used. Ropes as required shall be used for erection of the poles. The size of the rope shall be adequate. The contractor shall take necessary precaution for working near the power lines. If at any time the Railway finds the safety arrangements are inadequate or insufficient, the contractor shall take immediate corrective action as directed by the Railway's representative at site. However, it is not obligatory on the part of the Railway's to give such directions. The issue or non-issue of any direction in the matter by the Railway shall in no way absolve the contractor of his sole responsibility to

adopt safe working methods. The stone-breakers, if employed shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals. Necessary personal safety equipment as considered adequate by the Engineer-in -Charge should be kept available by the contractor for the use of the persons employed on the site and maintained in condition suitable for immediate use and the contractor should take adequate steps, to ensure proper use of equipment by these concerned. When not in use, electrical apparatus shall be switched off. No paint containing lead or lead products shall be used except in the form of paste or ready mixed paints. Suitable face masks should be supplied by the contractor for use by the workers when paint is applied in the form of spray.

- (ix) Within the station premises and especially on passenger platforms, the contractor shall ensure sufficient free space for movement of passenger traffic. He must cover and protect the excavations carried out in such areas with a view to avoid any accidents.
- (x) In case of an accident of any nature, the contractor will indemnify the Railway for any losses caused by him as a result of the accident.
- (xi) The contractor will not be entitled to any compensation for any damage or loss sustained by him during execution of the work, for any idle labour or transport or any loss or deterioration of the material or tools.
- (xii) During testing and commissioning signal aspects shall be displayed or changed and slot given to adjoining cabin/ground frame only as authorized by Railway. During testing and commissioning, point setting shall be changed only as authorized by the Railway. The contractor shall do no work that may interfere with traffic until protections has been provided by the Railway and under the supervision of Railway's representative. While testing and commissioning of the Panel, the contractor shall not work without authorization from the Railways' Engineer in-charge of the work.
- (xiii) The contractor shall also be responsible for any damage that he may cause due to the carelessness of his workmen and will bear the consequences in this regard.

4.37 PLYING OF ROAD VEHICLES IN RAILWAY LAND ADJOINING TO RUNNING LINES:

The Contractor shall not allow any road vehicle belonging to him or his suppliers etc. to ply in railway land next to the running line. If for execution of certain works viz. earthwork for parallel railway line and supply of ballast for new or existing rail line, gauge conversion etc., road vehicles are necessary to be used in railway land next to the railway line, the contractor shall apply to the site-in-charge for permission giving the type and no. of individual vehicles, names and license particulars of the drivers, location, duration and timings for such work/movement. The site-in-charge or his authorized representative will personally counsel examine and certify, the road vehicle drivers, Contractor's flagmen and supervisor to be deployed on the work, location, period and timing of the work. This permission will be subject to the following obligatory conditions:

- (i) The road vehicles will ply only between sunrise and sunset.
- (ii) Nominated vehicles and drivers will be utilized for work in the presence of at least one flagmen and one supervisor certified for such work.

(iii) The vehicles shall ply 6m clear of track. Any movement/work at less than 6m and up to minimum 3.5m clear of track center shall be done only in the presence of Railway employee authorized by the Engineer-in-charge. No part of the road vehicle will be allowed at less than 3.5m from track center. Cost of such Railway employee shall be borne by the Railway.

(iv) The Contractor shall remain fully responsible for ensuring safety and in case of any accident, shall bear, cost of all damages to his equipment and men and also damages to railway and its passengers.

(v) The vehicles and equipment of contractors can be drafted by Railway administration in case of accidents / natural calamities involving human lives.

Engineer-in-charge may impose any other condition necessary for a particular work or site.

4.38 EMERGENCY WORKS:

In the event of any accident or failure occurring in or about the work or arising out of or in connection with the construction, completion or maintenance of the works which in the opinion of the Engineer requires immediate attention, the Railway may bring its own workmen or other agency to execute or partly execute the necessary work or carry out repairs if the Engineer considers that the contractor/s is/are not in a position to do so in time and charge the cost thereof to the contractor, as to be determined by the **Senior Divisional Signal & Telecom Engineer, Western Railway, Vadodara.**

4.39 NIGHT WORKS:

Notwithstanding the provision in the General Conditions of Contract, if the Engineer is satisfied that the work is not likely to be completed in time, except by resorting to night work, he may order the contractor/s to carry out the works even at night without conferring any right on the contractor for claiming any extra payment for the same. The contractor at his own cost shall make all adequate lighting arrangements and shall take precautions to avoid any mishap during night.

4.40 MAINS POWER SUPPLY:

Testing of installation / equipment shall be done under supervision of Railway officials or by Railway officials themselves, from the electric supply to be provided by the Railways. However, for any installation activity, like drilling, soldering etc., contractor, if so desires, to use tools / machines for prolonged duration, electric power supply (230V), if available, can be arranged by the Railways on usual payment, as per extant procedure.

Non-availability of Mains Power will not be a reason for the slow progress of work. If Electric Supply is not available, the contractor shall make his own arrangement for Gen set / electric power.

4.41 OBLIGATION TO CARRY OUT ENGINEER'S INSTRUCTIONS:

The contractor shall also satisfy the Engineer that adequate provision has been made:-

To carry out his instructions fully and with promptitude.

To ensure that parts required to be inspected before use are not used before inspections; and

To prevent rejected parts being used in error. Where, parts rejected by the inspector have been rectified or altered, such parts shall be segregated for separate

inspection and approval before being used in the work.

4.42 INSPECTION OF WORKS:

- (i)** The Engineer or his representative may inspect and test the various portions of the work and shall have full power to reject all or any portion of the work that he may consider to be defective or inferior in quality of materials workmanship of design in comparison to what is called for in the specification. In the event of rejection of any work already executed and not in accordance with specification as in this tender and/or as determined by the Engineer or which the Contractor has been apprised, the Contractor shall carry out alterations/replacements to such works to the satisfaction of the Engineer for which no additional expenses will be borne by the Railway.
- (ii)** The responsibility of providing facilities for inspection lies with the contractor. He shall be responsible for providing required facilities i.e. tools, equipments for inspection at the place of work, for which no additional payments shall be made.
- (iii)** The completed installation at all stages shall be subjected to checks and test as decided by Railways and the contractor shall be liable to remedy such defects as discovered during these checks and test and make good all deficiencies brought out. However, complete installation will be taken over finally on completion of the full system. It will be the responsibility of the contractor to rectify any discrepancy noticed within a reasonable period from the date the complete system is taken over. For the purpose of taking over, joint inspection will be carried out by DSTE / ADSTE and Section Engineer/Jr. Engineer (Telecom). The contractor should make himself or his representative available at the time of joint inspection. The decision of the Engineer –in Charge shall be final in the matter.
- (iv)** The contractor will be called upon to pay all the expenses incurred by the Railway in respect of any work found to be defective or of inferior quality, adulterated or otherwise unacceptable.
- (v)** During the execution of the contract, samples may be taken for the purpose of test and/or analysis under the conditions laid down in specification, such samples to be prepared for testing and forwarded free of all cost to the Railway.

(vi) SITE ORDER BOOK:

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. His non-noting the logbook entries shall not be considered sufficient grounds for non-compliance of the instructions.

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.

(vii) QUALITY AUDIT OF INSTALLATION:

The Contractor shall arrange for a quality audit of installation for Electronic Equipment & will certify that the installation has been done as per OEM's specification & standard practices and pre-commissioning check list / guidelines, if

any, issued by RDSO from time to time.

4.43 MODIFICATIONS:

The contractor shall be responsible for and supply any additional equipment without extra cost for any alterations of the works due to any discrepancies, errors or omissions in the drawings or other particulars supplied by him, whether such drawings or particulars have been approved by the Railway or not due to inaccurate information or particulars furnished to the Contractor on behalf of the Railway. If any dimensions/figures upon the drawings or plans differ from those obtained by scaling the drawings or plans shall be taken as correct.

Any minor modifications required during the course of work shall be done without extra charges and the Railway's decision as to whether the modifications are minor or not shall be final. Where modifications are not minor and the Railway is satisfied that the modifications are essential, they shall be carried out at extra charges to be approved by the Railway.

4.44 APPROVAL & MEASUREMENT OF WORK:

(a) The contractor will obtain written approval of the supervisor / engineer-in-charge after completion of the various sub-items of each work mentioned in the Schedule.

(b) The contractor should ensure that measurement has been made for such work, which is not possible to measure subsequently and shall remain hidden. For example:

after trenching is done
after RCC trunking is placed in trench and properly aligned.
After the above is laid properly
after the earth is filled
after brick/slab/capping is laid

(c) The contractor shall sign the measurement as a token of acceptance of the measurement entered by the supervisor in-charge of the work (wherever applicable).

(1) MEANING AND INTERPRETATION BY RAILWAY TO BE FINAL

All measurements, 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's Engineer shall be final and binding and shall be considered "excepted matter" in terms of conditions laid down in the General Conditions of Contract.

(2) RIGHT OF RAILWAYS TO KEEP BACK FORM THE CONTRACT ANY PORTION OF WORK

The successful tenderer will however, have no claim or right in the execution of work which in the opinion of the of the Engineer should be carried out departmentally or otherwise and the Railway Reserves the right to keep back from the contract and carry out the work or any portion of work through any other agency, it may think without assigning any reason, any time after the acceptance of the tender. No claim for compensation/loss or whatsoever on this account will be entertained by the Railway.

4.45 CLEARANCE OF SITE:

Contractor at his own expenses clean the site, set out all works and provide all necessary labours, pets, string, steel to enable the Railways or any of his representatives to check al setting out and the contractor will correct all errors at his

own expenses.

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

4.46 MAINTENANCE OF WORKS:

- (a)** The contractor shall be responsible at all times during the progress, continuance of the works till commencement of the warranty period as specified in the tender document.
- (b)** He should maintain the system effectively in sound and perfect condition. The contractor shall be responsible and liable to compensate all losses, damages, costs and expenses that may incur by reason or in consequence of the operations of the contractor or his failure in any respect.
- (c)** The contractor has to depute sufficient (Technical and Non-Technical staff) for maintaining the entire system till commencement of the warranty period.
- (d)** During the maintenance period if contractor fails to rectify the failure of system, penalty will be applicable as per warranty clause 4.47.

4.47 (B) WARRANTY:

The contractor shall maintain the work in all respect including material & works free of charge for any defect & fault for a warranty period of **12 months** from the date of Completion of work i.e. issue of PAC.

(B) PENALTY:

- (i) If Contractor fails to rectify the defect/problem within One Week after complaint received from Railway Representative/Consignee, flat Rs. 5000/- will be charged as penalty per week after that for each defect/problem.**
- (ii)** During the Warranty period the contractor should make availability of qualified service engineer. No separate charges shall be paid for visit of engineers for attending to faults and repairs or towards the supply of spare parts.
- (iii)** The contractor shall inform names of qualified Service Engineers deputed at the location approved by Railway's Engineer and their contact numbers, so that they can be contacted during failure. The failure is to be attended and rectified within least possible time from the time of reporting of failure.
- (iv)** The contractor shall warrant that everything to be furnished here under shall be free from all defects and faults in material, workmanship and manufacture and shall be the highest grade and consistent with the established and generally accepted standards for materials of the type ordered in full conformity with the contract specifications, drawings, or samples, if any and shall if operable, operate properly.
- (v)** The Contractor shall, if required, replace or repair the goods or such portion thereof as is rejected by the Railway free of cost at the ultimate destination or at the option of the Railway and contractor shall pay to the

Railway value thereof at the contract price and such other expenditure and damages as may arise by reasons of the breach of the condition herein, specified.

- (vi) All replacement and repairs that Railway shall call upon the contractor to deliver or perform under this warranty shall be delivered and performed by the contractor promptly and satisfactorily, if the contractor so desires the replaced parts can be taken over by him, or his representative in India for disposal as he deems fit within a period of three months from the date of replacement of goods / parts. At the expiry of this period, no claim whatsoever shall lie on the Railway.

If the replacement or renewals are of such a character as may affect the efficiency of the system, the purchaser shall have the right to give the contractor within one month from such replacement or renewal notice in writing that test on completion will be carried out at his cost. Should such tests show that the plant sustains the guarantee in the contract; the cost of the tests shall be borne by the purchaser. Should the guarantees not be sustained, the cost of the tests shall be borne by the contractor.

Until the final certificate shall have been issued, the contractor shall have the right to entry with permission of Railways, at his own risk and representatives, whose names shall have previously been communicated, in writing, to the purchaser at all reasonable working hours upon all necessary parts of the works for the purpose of inspecting the working and the records of the plant and taking notes there from and if he desires at his own risk and expense, making any tests, subject to the approval of the purchaser which shall not be unreasonably withheld.

- (vii) The decision of the **Senior Divisional Signal & Telecom. Engineer, Western Railway, Pratapnagar, Vadodara – 390004** in regard to Contractor's liability and the amount, if any payable under this warranty shall be final and conclusive.

4.48 MODIFICATION TO CONTRACT QUANTITIES:

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

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

(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 up to 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 up to 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 up to 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 up to 200% of the agreement quantity of the concerned minor value item, shall be paid at 98% of the rate awarded for that item in that particular tender;

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

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

(v) 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.

(vi) As far as SOR items are concerned, the variation limit of 25% would apply to the value of SOR schedule as a whole and not on individual SOR items. However, in case of NS 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).

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

4.49 DETERMINATION OF CONTRACT:

The Contractor shall execute the work with due diligence and expedition, keeping to the approved time schedule. Should he refuse or neglect to comply with any reasonable order given to him in writing by the Purchaser's Engineers in connection with the work lags persistently behind the time schedule due to his neglect, the Railway shall at liberty to give seven days' notice in writing to the Contractor

requiring him to make good the neglect or contravention complained of and should the contractor fail to comply with the requisitions made in the notice within seven days from the receipt thereof, it shall be lawful for the purchaser to take **action as per clause 61 and 62 of GCC** and to take the work wholly or in part out of the Contractor's hands without any further reference and get the work or any part thereof, as the case may be, completed by other agencies at the expense of the contractor without prejudice to any other right or remedy of the Purchaser.

4.50 LOSS SUSTAINED DUE TO DEFAULT AND DELAY:

In the event of any loss to the Railways on account of execution and/or delay in completion of the work or any part thereof by agencies other than the contractor, the contractor shall be liable to reimburse the loss to Railways without prejudice to the other rights and remedies of the purchaser, and the reimbursement in full or in part as the case may be, shall be met, at the option of the Railways from out of all or any of the following sources viz:

- i) Any amount due and payable to the contractor by the purchaser on any account whatsoever;
- ii) The Contractor's security deposit in hands of the purchaser as far as available, and any other assets whatsoever of the contractor;

In the event of re-imbursement from out of sources (i) and/or (ii) above mentioned, the Railway shall have the right of appropriation suo-moto.

4.51 CONTRACTORS LIABILITIES FOR COSTS AND DAMAGES:

4.51.1 WITHHOLDING AND LIEN IN RESPECT OF SUMS CLAIMED:

- (a) Whenever any claim or claims for payment of a sum of money arises out of under the contract against the contractor, the Purchaser shall be entitled to withhold and also have lien to retain such sum or sums in whole or in part from the security, if any, deposited by the contractor and for the purpose aforesaid the purchaser shall be entitled to withhold the said cash security deposit or the security, if any, furnished as the case may be and also have lien over the sum pending finalization or adjudication of any such claim.
- (b) In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Contractor, the purchaser shall be entitled to withhold and have lien to retain to the extent of such claim amount or amounts referred to supra, from any sum or sums found payable or which at any time thereafter may become payable to the Contractor under the same contract or any other department of the Central Government pending finalization or adjudication of any such claims.
- (c) It is an agreed term of the contract that sum of money or moneys so withheld or retained under the lien referred to by the purchaser till the claim arising out of or under the contract is determined by the Arbitrator. (If the contract is governed by the Arbitration clause) or by the competent court as the case may be and that the contractor will have no claim for interest of damages whatsoever on any account in respect of such withholding or retention under the lien referred to supra and duly noted as such to the Contractor.
- (d) For the purpose of this clause, where contractor is a partnership firm or a limited company, the purchaser shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company, as the case may be, whether in his individual company or otherwise.

4.51.2 LIEN IN RESPECT OF OTHER CONTRACTS:

- (i) Any sum of money due and payable to the Contractor (including the Security Deposit returnable to him) under the contract may be withheld or retained by way of lien by the Railway, against any claim of this or any other Railway or any other Department of the Central Government in respect of payment of a sum of money arising out of or under any other contract made by the Contractor with this or any other Department of the Central Government.
- (ii) However, recovery of claims of Railway in regard to terminated contracts may be made from the Final Bills, Security Deposits and Performance Guarantees of other contract or contracts, executed by the Contractor. The Performance Guarantees submitted by the Contractor against other contracts, if required, may be withheld and encashed. In addition, 10% of each subsequent 'on-account bill' may be withheld, if required, for recovery of Railway's dues against the terminated contract.
- (iii) It is an agreed term of the contract that the sum of money so withheld or retained under this Clause by the Railway will be kept withheld or retained as such by the Railway till the claim arising out of or under any other contract is either mutually settled or determined by arbitration, if the other contract is governed by Arbitration Clause or by the competent court as the case may be and Contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this Clause and duly notified as such to the Contractor.

4.52 PAYMENT TERMS:

Subject to any deduction which the Railway will be authorised 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 All Schedule 'A'

- a) 80% of the accepted cost of the supply items of the Schedule [duly inspected by the nominated Inspection Authority] will be paid on receipt of the equipment by the Consignee.
- b) 10% of the accepted cost of supply (in addition to the 80% released above) shall be paid after installation/erection of that particular equipment.
- c) The balance 10% of Schedule 'A' for each item will be paid after commissioning of each respective item.
- d) 100% will be paid for spares & for items, which are not required to be erected by the contractor on receipt of the equipment and no loss certificate by consignee.

For All Schedule 'B'

- a) 90% on account payment will be made on the basis of measurements recorded.
- b) The balance 10% for each station will be paid after commissioning of the work.

(2)

- (a) The balance payment may be released against Bank Guarantee of an equal amount on the discretion of the competent authority, if commissioning is held up on Railway's account for a period of more than three months after the installation is tested by the contractor to the full satisfaction of Railways and kept ready for commissioning.

(b) Payment of on Account Bill / Final Bill for the contract work will be arranged by Sr. DSTE / Co. / BRC through associate Accounts officer.

(c) In terms of **Railway Board letter No. 2016/CE-I/CT/12/GST/Pt. I dt. 29/06/17, Implementation of GST Act,2017-**

Procedure for payment of Contractual bill, is as under-

1. On Indian Railways presently 'work executed by contractor' is recorded in measurement books by railway, duly accepted by contractor. Railway prepares 'on account/final contract certificate' for the payable amount based on the work executed and the rates quoted by the contractor duly deducting various statutory taxes like-work contract tax/service tax/royalties/income tax etc., as per applicable rates. Further, railways deposit the statutory deductions themselves to the concerned authorities.

2. With GST act in force, it will be the responsibilities of service providers (i.e. contractors) to submit the invoice (bill) segregating the GST component from the Gross amount of work executed.

3. Railways are therefore advised to follow the procedure as mentioned below while dealing with contractor's payment, once GST is applicable:

(A)(i) All works contracts are to be provided with goods/service code based on the type of contract. In case contract consist of both goods & service, then interpretation regarding nature of contract shall be done as per clause 8, Chapter III of CGST Act,2017. The goods/service code is notified by Ministry of Finance and can be downloaded from the website www.cbec.gov.in.

(3) The 'on account/final contract certificate' shall be prepared by the Railway on the basis of quantity of work executed and agreemental rates, duly segregating the GST component as detailed in para (iii) below:

(4) Since the agreemental rates of contracts are inclusive of all taxes as per clause 37 of GCC 2022 the calculation of 'Gross amount of work executed' 'Amount of work executed excluding GST amount' and 'GST amount' in the 'on account/final contract certificate' shall be done as under:

Let Z = Gross amount of work executed on the basis of quantum of work executed and agreemental rates.

X = Amount of work executed excluding GST amount

Y = GST amount as per applicable GST rate for that Goods/service code.

R = Percentage rate of GST for that goods/service code.

Then, $Z = X + Y$, $Y = X * R / 100$

(5) Percentage rate of GST for various types of goods/service as finalized by GST council can be downloaded from the website www.cbec.gov.in.

(1) Once the 'on account/ /final contract certificate' is prepared by the Railway and communicated to contractor, the contractor shall submit invoice (bill) on his Letter head duly segregating the 'Amount of work executed excluding GST amount' and 'GST amount' (i.e. "X" & "Y" as mentioned in para 3 (A)(iii) above) along with Invoice No. (bill No.) and all other details required under GST act. The sample GST compliant invoice is annexed herewith.

(2) In case contractor is liable to be registered under GST Act, Railway shall pay to the Contractor 'Gross Amount of work executed' (i.e. "Z" as mentioned in para 3A(iii) above) duly deducting all other leviable taxes like I/Tax, labour cess, royalty etc., as applicable. Contractor shall be liable to pay 'GST amount' to respective authority himself. Whereas, railway shall deposit all other taxes

deducted to concerned authority as is being done presently.

- (3) In case contractor is not liable to be registered under GST Act, Contractor shall be paid 'Amount of work executed excluding GST amount' (i.e. "X" as mentioned in para 3A(iii) above) duly deducting all other leviable taxes like I/Tax, labour cess, royalty etc., as applicable. Railway shall deposit 'GST amount' as well as all other taxes deducted to concerned authority.
- (4) In case any need arises to modify the Invoice (Bill) due to any reason, contractor shall submit amended fresh invoice for processing the payment.

1. Supplier Name
2. Supplier GSTIN
3. Invoice No.
4. Invoice Issue Date
5. Total Value
6. Taxable Value
7. Goods A/c HSN, Service Accounting Code
8. Goods and Services Description
9. Unit Qty. Code
10. Quantity
11. Rate
12. Whether eligible for ITC- Partial/Full/NIL
13. IGST Rate
14. IGST Charged Amount
15. CGST Rate
16. CGST Charged Amount
17. SGST / UGST Rate
18. SGST Charged Amount
19. Cess Rate
20. Cess Charged Amount
21. Name/Recipient of Service/Goods
22. Place of Supply
23. Recipient GSTIN
24. Tax payable on Reverse Charge Basis (Y/N)
25. TDS

4.54.1 Note- As Per Railway Board letter 2018/CE-I/CT/9 dated 04.06.2018.

There is an option for the contractor to take payment from Railways through a **Letter of Credit (LC) arrangement.**

4.54.2 The condition for same are as follows: -

- i. For all the tenders having advertised cost of Rs. 10 lakh or above, the contractor shall have the option to take payment from Railways through a letter of credit (LC) arrangement.
- ii. This option of taking payment through LC arrangement has to be exercised in IREPS (Indian Railway Electronic Procurement System the e-application on which tenders are called by Railways) by the tenderer at the time of bidding itself, and the tenderer shall affirm having read over and agreed to the terms and conditions of the LC option.
- iii. The option so exercised, shall be an integral part of the bidder's offer.
- iv. The above option of taking payment through LC arrangement, once exercised by tenderer at the time of bidding, shall be final and no change shall be permitted, thereafter, during execution of contract.
- v. *In case tenderer opts for payment through LC, following shall be the procedure to deal release of payment through LC.*
 - a) The LC shall be a sight LC.
 - b) The contractor shall select his Advising/Negotiating bank for LC. The

incidental cost towards issue of LC and its operation thereof shall be borne by the contractor.

- c) SBI, New Delhi, Main Branch will be the nodal branch for issue of LCs based on online requests received from Railway Accounts Units for tenders opened in financial year 2018-19. SBI branches where the respective Railway Accounts Office has its Account (local SBI branch) will be the issuance/reimbursing branch for LC issued under this arrangement. The Bank shall remain same for this tender till completion of contract. The incidental cost @0.15 % per annum of LC value, towards issue of LC and operation thereof shall be borne by the contractor and shall be recovered from his bills.
- d) The LC shall be opened initially for duration of 180 to 365 days in consultation with contractor. The LC shall be extended time to time as per the progress of the contract, on the request of the contractor. The value of LC to be opened initially as well as extended thereafter shall be finalized by the engineer in consultation with the contractor on the basis of expected progress of work.
- e) The LC terms and conditions shall inter-alia indemnify and save harmless the Railway from and against all losses, claims and demands of every nature and description brought or recovered against the Railways by reason of any act or omission of the contractor, his agents or employees, in relation to the Letter of Credit (LC). All sums payable/borne by Railways on this account shall be considered as reasonable compensation and paid by contractor.
- f) The LC terms and conditions shall inter-alia provide that Railways will issue a Document of Authorization after passing the bill for completed work, to enable contractor to claim the authorized amount from their bank.
- g) The acceptable, agreed upon document for payments to be released under the LC shall be the Document of Authorization.
- h) The Document of Authorization shall be issued by Railway Accounts Office against each bill passed by Railway.
- i) On issuance of Document of Authorization, a copy of Document of Authorization shall be posted on IREPS for download by the contractor. A digitally signed copy of Document of Authorization shall also be sent by Railway Accounts Office to Railway's bank (Local SBI Branch).
- j) The contractor shall take print out of the Document of Authorization available on IREPS and present his claim to his bank (advising Bank) for necessary payments as per LC terms and conditions. The claim shall comprise of copy of Document of Authorization, bill of exchange and Bill.
- k) The payment against LC shall be subject to verification from Railways Bank (Local SBI Branch)
- l) The Contractor's bank (advising bank) shall submit the documents to the Railways Bank (Local SBI Branch)
- m) The Railway bank (issuing bank) shall, after verifying the claim so received w.r.t. the digital signed document of Authorization received from Railway Account Office, release the payment to contractor's bank (advising bank) for crediting the same to contractor's account.
- n) Any number of bills can be dealt within one LC provided the sum total of payments to contractor is within the amount for which LC has been opened.

- o) The LC shall be closed after the release of final payment including PVC amount, if any to the contractor.
- p) The release of performance guarantee or security deposit shall be dealt directly by railway with the contractor i.e. not through LC.

4.55 COMPLETION CERTIFICATE:

(a) The work shall not be considered to have been completed in accordance with the terms of contract until the engineer in-charge shall have issued certificate in writing to this effect. No approvals of material or workmanship or approval of part of the work during the programme of execution shall bind the engineer in-charge of in any way prevent him from even rejecting the work which is claimed to be completed and to suspend the issue of his certificate of completion until such alterations and modifications of reconstruction have been effected at the cost of the contractors as shall enable him to certify that the work has been completed to his satisfaction.

After the work is completed, the contractors shall give notice of such completion to the engineer in-charge and within 30 days of receipt of such notice the engineer in-charge/ site-engineer nominated by engineer-in-charge shall inspect the work and if there is no defect in the works shall furnish the contractor with a certificate indicating the date of completion. However, if there are any defects which is the opinion of engineer in-charge are rectifiable he shall inform the contractors the defects noticed. The contractor after rectification of such defects shall notify the engineer in-charge and then the engineer in-charge shall inspect the work and issue the necessary completion certificate within three days if the defects are rectified to his satisfaction and if not he shall inform the contractor indicating defects yet to be rectified. The time cycle as above shall continue.

FINAL ACCEPTANCE:

- (i)** The final acceptance of the entire equipment installed at the station shall take effect from the date of expiry of the Annual Maintenance Contract (AMC) period & after testing and certification of the engineer in charge.
- (ii)** The contract shall not be considered as completed until the issue of Final Acceptance Certificate by the Railways.
- (iii)** The Railways shall not be liable to the contractor for any matter arising out of or in connection with the contract or execution of the work unless the Contractor shall have made a claim in writing in respect thereof before the issue of Final Acceptance Certificate under this clause.
- (iv)** Notwithstanding the issue of Final Acceptance Certificate, the contractor and the Railways (subject to sub clause as above) shall remain liable for fulfillment of any obligation incurred under the provision of the contract prior to the issue of Final Acceptance Certificate which remains unperformed at the time such certificate is issued and for determining the nature and extent of such obligation the contract shall be deemed to remain in force between the parties here to.

4.56 DEDUCTION FROM ACCOUNT BILLS:

All costs, damages or expenses, which Railways may have paid or incurred, which under the provisions of contract are Contractor's obligations will be deducted by Railways from progressive payment Bills/Invoice of Contractor, as and when it is understood that such expenses have 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.

4.57 DEDUCTION OF TAXES:

Railways will deduct GST, Income Tax, surcharge on Income Tax, **cess of cost of work for Building construction and other Workers Act 1996** and any other tax as applicable at the time of making payments. Wherever the law makes it statutory for the purchaser to deduct any amount towards sales tax on works contract, the same will be deducted and remitted to the concerned authority. The Contractor and all personnel employed by him shall pay such taxes like Income Tax as are payable under statutory laws of India and the Railways will not accept any liability for the same.

In terms of provisions of finance act and income tax act enforce deduction of income tax, surcharge & cess at source shall be made from the contractor / sub-contractor and the amount so deducted may be credited to the central government.

All other statutory deductions, such as labour, GST, works contract tax etc., at the rates as applicable at the time of payment, shall be made both from on account bills as well as final bills as per rules in force.

Deduction of cess as per provisions of Building and Other Construction Workers Act, 1996 as given in Para 4.1(vi) of Special Condition of Contract as applicable.

Note- In terms of Railway Board letter 2017/CE-I/CT/4/GST dated 23.06.2017, Amendments have been made in para (a) of Clause 6, Part-I of Indian Railways Standard General Conditions of Contract, July 2014. The tenderers have to comply with the GST Act, as under-

(1) 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 condition liable to be encountered during the executing of the work are taken into account and that the rates he enters in the tender form are adequate and are inclusive to accord with the provisions in Clause -37 of the Standard General Condition of Contract for the completion of the works to the entire satisfaction of the engineer.

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

(3) 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 the 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.

(4) In case of 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.

4.58 INSURANCE OF MATERIALS & INSTALLATIONS:

The contractor shall take out and keep in force a policy or policies of Insurance for all materials including Railway 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.

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, insure 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.

It may be noted that the beneficiary of the insurance policy should be Railways or the policies should be pledged in favour of Railway. The contractor shall keep the policy/policies current till the installations are provisionally handed over to the Purchaser. It may also be noted that in the event of contractor's failure to keep the policy current and alive, renewal of the policy will be done by the purchaser for which the cost of the premium plus 20% of premium shall be recovered from the contractor.

For purpose of enabling the contractor to take the insurance cover in connection with this contract, the purchaser's engineer will advise the approximate price of all the Railway supply materials to the contractor.

4.59 IMPLICATION OF MODVAT RULES:

The liability of the purchaser to reimburse excise duty is limited to such sum as may be found legally due and payable in respect of contract goods after availing the full credit on all the inputs used in the manufacture of the finished products irrespective of whether the contractor has in fact availed of the said credit or not".

4.60 EXCEPTED MATTERS:

All measurements, method of measurement, meaning and intent of specifications and interpretation of special conditions of contract, given and also made by the Railway or by the Engineer on behalf of the Railway shall be final and binding and shall be considered "Excepted Matters" in terms of condition No.63 of the General Conditions of Contract and will Strictly stay outside purview of any arbitrations limit and will not be arbitrable.

4.61 SETTLEMENT OF DISPUTES:

This shall be considered in accordance with Arbitration & Conciliation Ordinance 1996 / Arbitration Act, 1996 with latest circular or corrigendum will be valid for this tender and Clause No. 63 & 64 of General condition of contract, with the latest available amendment to clause, if any.

4.61.1 JURISDICTION OF COURTS:

The court of the place from where the Letter of Acceptance has been issued shall have the jurisdiction in respect of this contract. For this tender the Jurisdiction of court will be Ahmedabad.

4.62 ENGAGEMENT OF QUALIFIED ENGINEER:

Clause 26 of IR's GCC is modified & new Clause 26A is introduced in terms of Rly Bd's letter No. 2012/CE-I//CT/0/20 dtd.10/05/2013.

Clause 26 of GCC – Provision of Efficient and Competent Staff at work sites by the Contractor:

1. The Contractor shall place and keep on the works at all times efficient and competent staff to give the necessary directions to his workmen and to see that they

execute their work in sound & proper manner and shall employ only such supervisors, workmen & labourers in or about the execution of any of these works as are careful and skilled in the various trades.

2. The Contractor shall at once remove from the works any agents, permitted sub-contractor, supervisor, workman or labourer who shall be objected to by the Engineer and if and whenever required by the Engineer, he shall submit a correct return showing the names of all staff and workmen employed by him.

3. In the event of the Engineer being of the opinion that the Contractor is not employing on the works a sufficient number of staff and workmen as is necessary for proper completion of the works within the time prescribed, the Contractor shall forthwith on receiving intimation to this effect deploy the additional number of staff and labour as specified by the Engineer within seven days of being so required and failure on the part of the Contractor to comply with such instructions will entitle the Railway to rescind the contract under Clause 62 of these conditions.

(A) Clause 26A of GCC – Deployment of Qualified Engineers at Work Sites by the Contractor:

26A.1 The Contractor shall also employ qualified Graduate Engineer(s) or equivalent, or qualified Diploma Engineer(s), as prescribed in the tender documents.

26A.2 In case the Contractor fails to employ the Engineer, as aforesaid in Para 26A.1, he shall be liable to pay liquidated damages at the rates, as prescribed in the tender documents.

26A.3 No. of qualified Engineers required to be deployed by the Contractor for various activities contained in the works contract shall be specified in the tender documents as 'Special Condition of Contract'.

In terms of provisions of new Clause 26A.1 to the General Conditions of Contract (GCC), contractor shall also employ following Qualified Engineers during execution of the allotted work:

(a) One Qualified Graduate Engineer when cost of work to be executed is Rs. 200 lakhs and above, and

(b) One Qualified Diploma Holder Engineer when cost of work to be executed is more than Rs. 25 lakhs, but less than Rs. 200 lakhs.

Further, in case the contractor fails to employ the Qualified Engineer, as aforesaid in Para 3 above, he, in terms of provisions of Clause 26A.2 to the General Conditions of Contract, shall be liable to pay an amount of Rs. 40,000 and Rs. 25,000 for each month or part thereof for the default period for the provisions, as contained in Para 3(a) and 3(b) above respectively.

Provision for deployment of Qualified Engineers (Graduate Engineer or Diploma Holder Engineer) shall be for the values as prescribed above. However, for the works contract tenders, if it is considered appropriate by the tender inviting authority, not to have the services of qualified engineer, the same shall be so mentioned in the tender documents by the concerned Executive with the approval of Officer not below the level of SAG officer, for reasons to be recorded in writing.

Declaration Form

I / We hereby declare that I / We shall engage and continue in service for the

particular work for which tender is submitted one Electrical/Electronics Engineering Degree holders and one Electrical/Electronics Engineering Diploma holders. If they are without any experience of any kind they will be taken under training by us for a period of 6 months.

None of Engineers will be related to me / us.

Date:

Signature of Tenderer/s

4.63 PRICE VARIATION CLAUSE: (NOT APPLICABLE IN THIS TENDER)

4.64 Employees Provident fund and Miscellaneous Provisions act, 1952:

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

4.65 (1) Precaution During Progress of Works: During the execution of works, unless otherwise specified, the Contractor shall at his own cost provide the materials for and execute all shoring, timbering and strutting works as is necessary for the stability and safety of all structures, excavations and works and shall ensure that no damage, injury or loss is caused or likely to be caused to any person or property.

(2) Roads and Water Courses: Existing roads or water courses shall not be blocked cut through, altered, diverted or obstructed in any way by the Contractor, except with the permission of the Engineer. All compensations claimed for any unauthorized closure, cutting through, alteration, diversion or obstruction to such roads or water courses by the Contractor or his agent or his staff shall be recoverable from the Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India.

(3) Provision of Access to Premises: During progress of work in any street or thoroughfare, the Contractor shall make adequate provision for the passage of traffic, for securing safe access to all premises approached from such street or thoroughfare and for any drainage, water supply or means of lighting which may be interrupted by reasons of the execution of the works and shall react and maintain at his own cost barriers, lights and other safeguards as prescribed by the Engineer, for the regulation of the traffic, and provide watchmen necessary to prevent accidents. The works shall in such cases be executed night and day, if so ordered by the Engineer and with such vigour so that the traffic way be impeded for as short a time as possible.

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

(5) Display Board: The Contractor shall be responsible for displaying the details of works i.e. name of work, approximate cost, expected date of completion, name and address of the Contractor and address of Engineer on a proper steel Board of size not less than 1m x 1m.

4.66 Provision of Workmen's Compensation Act: In every case in which by virtue of the provisions of Section 12 Sub-Section (1) of the Workmen's Compensation Act 1923, Railway is obliged to pay compensation to a workman directly or through petty Contractor or subcontractor employed by the Contractor in executing the work, Railway will recover from the Contractor the amount of the compensation so paid, and, without prejudice to the rights of Railway under Section 12 Sub-section (2) of the said Act, Railway shall be at liberty to recover such amount or any part thereof from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India. Railway shall not be bound to contest any claim made against it under Section 12 Sub-Section (1) of the said Act except on the written request of the Contractor and upon his giving to Railway full security for all costs for which Railway might become liable in consequence of contesting such claim. Please see Clause 57 of GCC.

4.67 Public Procurement Policy:

This Tender complies with Public Procurement Policy order 2017 dated 15.06.2017.

1. Bidder/Tenderer shall comply with Public Procurement Policy (Make in India) Order 2017, dated 15/06/2017, issued by Department of Industrial Promotion and Policy, Ministry of Commerce, circulated vide Railway Board letter no. 2015/RS(G)/779/5 dated 03/08/2017 and 27/12/2017.

2. As per guidelines issued vide railway board letter no. 2015/RS(G)/779/5 dated 03.08.2017

(i) The minimum local content shall ordinarily be 50%.

(ii) The local supplier at the time of tender or bidding shall be required to provide self- certification in Annexure XVII that the item offered meets the minimum local content and shall give details of the locations at which the local value addition is made. As per railway board letter no. 2015/Tele/15(18)/4 dated 31.10.2019

(iii) If false declarations given by the bidder/Tenderer than they will be in breach of the code of integrity under rule 175(1)(i)(h) of the general financial rules for which a bidder can be debarred for up to two years as per rule 151(iii) of the general financial rules and action as may be permissible under law.

3. For more information prefer Public procurement policy issued by Department of industrial policy and promotion and department of Telecommunication.

4. Please enter the percentage of local content in the material being offered. Please enter 0 for fully imported items, and 100 for fully indigenous items. The definition and calculation of local content shall be in accordance with the Make in India policy as incorporated in the above reference letter.

Local content means the amount of value added in India which shall be total value of item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

APPENDIX TO SPECIAL CONDITIONS OF TENDER

- (i)** ADSTE/BRC or any other officer nominated by Sr. DSTE/Vadodara Western Railways will be the Engineer in-charge of the work.
- (ii)** Decision of Engineer-in-Charge will be final, in order to Improve Quality and Safety of work for incorporating Policy Circulars of HQ & Railway Board, Telecom Engineering Manual of Indian Railway.
- (iii)** Sr. DFM/BRC will be Associated Accounts Officer.
- (iv)** Engineer-in-Charge of the work will nominate the field officer (Site Engineer/ Supervisor) for the work.
- (v)** The custodian of contract shall be Sr. DSTE/BRC, regarding completion of work for and obtain necessary approval from competent authority prior to release of Performance Guarantee & Security Deposit.
- (vi)** Sr. DSTE/BRC shall issue final completion certificate to contractor.

CHAPTER - 5**5.0 TECHNICAL REQUIREMENTS & SPECIFICATIONS.**

All the items to be supplied and / or installed shall be **conforming to the relevant RDSO Specification with latest** amendment or **unless otherwise stated in this chapter**. RDSO specification material should be procured from the RDSO approved firm only.

5.1 TELECOM CABLE LAYING& TERMINATION WORK:**1. Specifications and requirements for Digging of Trenches in the Soft Soils, Asphalted area and Track Crossings.**

- (a) The contractor shall depute proper and competent supervisor for trenching and cable laying work.
- (b) Before starting the trenching foot by foot survey shall be done along-with the Railway's representative. The cable route shall be jointly finalized by the contractor's and Railway's representatives. The proposed cable route plan shall be submitted to the Engineer-in-Charge and it shall be got approved. In addition to the main cable plan, a track crossing plan shall also be got approved before starting the work.
- (c) The cable shall be laid at the Railway's boundary (one meter inside the outermost boundary). While trenching it shall be kept in mind the depth of the trench shall be 1 meter until and otherwise specified by the engineer in charge. All the payments shall be made in cubic meter accordingly.
- (d) The preparation of trench shall include the clearing of roots of tree and bushes and removal of any minor obstruction in the path of trenches. It also includes clearance of any concrete foundation like foundation for OHE mast etc. If it is not feasible to clear the route the route shall be diverted accordingly with the prior permission of the engineer in-charge. Railway decision will be final. All excavated earth shall be staked by the contractor away from the track and not on ballast or shoulders. The contractor shall take written permission from the Supervisor-in-charge or from the person authorized by him, before trenching work is commenced. Any permission for trenching and laying of cable from the Municipal Corporation or any other authority including Railway if required, will be obtained by the Railway. At the discretion of the Engineer-in-charge, the trenching and laying of the cable will have to be undertaken simultaneously at more than one location.
- (e) In case digging is to be done in between tracks the excavated earth shall be carried manually beyond the adjacent track/tracks and stacked completely outside.
- (f) In case the trench gets filled up with water from the surrounding area due to rain etc, the Contractor shall have to make his own arrangement to pump it out without any extra charges payable for the same.
- (g) If during the trenching, any cable markers, obstruction such as pipes or cables or any bricks or warning covers which appear to be deliberately placed in the location is noticed, the digging should be stopped immediately and the Railway Supervisor should be called. Further excavation will be done in his presence very carefully with the help of wire claws and digging can be further resumed only with the permission of the Engineer/Supervisor-in-charge.
- (h) Where the cable route is on uneven ground, reasonably long section of consistent grounding shall be dug, rather than following every undulation of the ground.
- (i) The width/depth of cable trench will be as per guidelines of CSE/ CCG's letter no. SG 217/9 Vol. V dated 10/8/2010.
- (j) Trenching for track crossing and laying of cables across the track shall be done only in presence of the Engineer's representative. No digging shall be done below the sleepers. Digging while crossing a track shall be done between sleepers in the presence of a Railways representative. Before the track crossing it shall be ensured that a commencement notice shall be given to P-way supervisor.

5.8

- (k) Before starting the trenching in the asphalted area the contractor shall get prior approval of competent authority. During the trenching and cabling work in the asphalted areas the contractor shall cordon off the area with proper means of barricading and warning board for the user of that area. After the cabling or the laying of suitable pipes or ducts the asphalted area shall be restored back to its earlier state of surface by proper means. While restoring back the contractor shall take care that the level of this area must match with the nearby areas. The trench shall be leveled with soft soil, rammed and platform re-asphalt. The item includes covering of cables laid in trench by soft soil for a depth of 5 cm before covering by bricks. Leveling of trenches excavated and restoring the original surface is the responsibility of the contractors.

During trenching the muck in the form of soil or ballast shall be filled in gunny bags and kept away from the track area.

- (l) The contractor shall keep one additional man to look for the trains while the trenching and cabling work is being done in track areas. The duties of this person shall be to look for the trains and warn the labours working in the track areas. Railway shall in any case not be responsible for any mis-happening on the track areas. The contractor shall ensure that all safety features have been arranged for its labour.

The contractor shall also apply for and get issue the ID card for its labour supervisor and associated labour.

- (m) The trenching should be done in a straight route as far as possible except where curve has to be negotiated. Where the direction of the trench is to change, it should be done in a gentle curve and not at sharp angle. The change in the level of the cable when laid shall be gradual and uniform while negotiating the ups and downs encountered in the terrain. Normally trench shall be dug at a distance, from the centre of the track to centre of trench of 2500 mm for MG and 3100 mm for BG, as shown in Drawing No. CSTE/3644 Page No.1. However, depending upon site conditions, the decision of the Engineer-in-charge of the Railways shall be final & binding. Digging of trenches will be done in all types of soil including soft rocky and semi rocky soils as per cable route plan and back filling after laying of cables.
- (n) The work will be done in accordance with CSTE'S Drg. No. CSTE/3644 and latest policy circulars issued by Western Railway Headquarters and RB with conventional method in force as per instructions of the Engineer. Digging of cable trench and laying of cables on rocky surface/asphalt platform shall be as per drawing No. CSTE/3644 page 4. Digging of cable trench one mtr. Deep below bottom of sleeper /road level shall be done for track/ road crossing as per drawing No. CSTE/3644 page 7 and latest policy circulars issued by Western Railway Headquarters and RB.
- (o) The trench shall be levelled with soft soil, rammed and platform re-asphalt. The item includes covering of cables laid in trench by soft soil for a depth of 5 cm before covering by bricks. Levelling of trenches excavated and restoring the original surface is the responsibility of the contractors.

2. Specifications and requirements of Cutting in the rocky Area:

- (a) Cutting in the rocky area will be done by the Contractor by adopting good engineering practice like use of pneumatic drills, good pointed chisels or blasting. If blasting is to be done, the Contractor will have to produce necessary license of the same in his name or his sub-contractor. Blasting must be done under full block condition. Suitable precautions must be taken to safeguard Railway buildings, structures and rolling stock or any other Railway property. Clearing stones or rubble after blasting, especially seen or near the track infringing the standard dimensions will have to be carried out by the Contractor immediately and within the block period. The Contractor must take written approval of the supervisor-in charge before starting blasting work and should stop the work when asked to do so by the concerned Supervisor-in-charge. After blasting is completed, the Contractor will give a clearance certificate to the effect that blasting is over to enable the Supervisor-in-

charge to remove block.

3. Specifications and Requirements for laying of Cables.

General Requirements.

- (a)** All the cables shall be transported to the site by the contractor by its own means. The cables at site shall be stored properly, fully protected against harsh environmental conditions like rains etc.
- (b)** The cables shall be meggered before and after it is laid by the contractor under the supervision of Railway representative and contractor will submit meggering test report for each cable.
- (c)** Cable shall be laid in trenches/culverts/track crossing only after the inspection by engineering in-charge.
- (d)** Cable drums mounted on Jackscrew stand shall be used for cable laying to avoid any kinks or pressure on the cable during cable laying. Sufficient manpower should be arranged by the contractor to lay the cable manually so that it does not rub on the ground. If the firm fails to lay the cable with Jackscrew stand type arrangement, a penalty equivalent to 50% of accepted cost of cable laying for the work carried shall be levied on the contractor.

Cable shall be laid with due caution so as not to cause any damage due to rough handling. While laying the cable, precautions shall be taken to avoid any kind of pressure on the cable and also to avoid any twist in the cable.

- (e)** The cable drums shall always be kept i.e. axle being kept parallel to the ground. The drums shall not be subjected to jerks, but shall be handed slowly with care. The Side plates of the cable drum should not be damaged while moving the drums. Pulling of the Cable by jerks shall be avoided. While laying the cable, precautions shall be taken to avoid any kind of pressure on the cable.
- (f)** After laying of the cables before the terminations in the location boxes it shall be ensured that all the cables are covered with the insulating tape / cap at their ends. All the cables shall be taken inside the location boxes marked for the concerned cables. While entering the location boxes it shall be ensured that the pit near the location box is of sufficient size such that after burying the cable, the uppermost portion (top) of the cables is at least 0.5 meter below the surface level.
- (g)** As a matter of practice, until and otherwise, not more than 2-3 meter of coils are left for all the cables as a loop after considering the length required for the termination.
- (h)** Before the back filling is done, the cable markers will be provided in such a way as to keep the top portion visible after filling. The marker should be so placed as to be clearly visible and shall not project above rail level of the nearest track and shall not be more than 200 mm from the top surface of ground level.

There will be one cable route marker at every thirty meters interval in addition to additional cable markers to be provided at bends and at such other locations which will be indicated by the supervisor-in-charge.

- i. One cable route marker shall be placed at the point of divergence.
 - ii. One cable marker at either end shall be placed at each track crossing.
 - iii. One cable marker at each side of culvert/bridge etc.
- (i)** When Signaling & Telecom cables are laid in the same trench, a distance of 100 mm is to be maintained between them.

When Signaling and L.T. or H.T. power cables are placed in the same trench; they must be separated by a row of bricks between them.

NOTE: These instructions apply to power cables from 230V to 660 V. For higher voltage, larger separation is required and for lower voltage, no separation is

required.

In case several cables of different Categories are laid in the same trench, they should be placed in the following order starting from the main track end, so that in case of accidents the maintenance staff may easily recognize the damaged cables from Sight

- 1st Main Telecom cable.
- 2nd Signaling Cable.
- 3rd L.T. Power cable.
- 4th H.T. Power cable.

In case of Signalling cables running parallel to H.T. or L.T. Power Cables in different trenches, minimum horizontal distance of 0.30 meters between Signaling and Power Cables should be maintained. At the point of crossing, a minimum distance of 0.20 meters should be maintained between the two cables.

The cable shall be laid in trenches with due caution so as not to cause any damage due to rough handling.

While laying the cable, precautions shall be taken to avoid any kind of pressure on the cable.

Instructions of the Engineer-in-charge in connection with the laying of cable shall be strictly adhered to. Certain additional precautions for special circumstances are as under:

4. Laying of Cable Direct in Trench

For direct laying, the bottom surface of trench should be made free of corrosive elements and the cable to be laid on the bedding of the soft earth of the trench.

Depth of trench shall be minimum 1M prior to laying of cable and depth should be measured from the ground level to the bottom of trench.

Drawing No. CSTE/3644 page 2 issued should be generally adopted for this method of cable laying. However, the depth of cable trench should be 1 meter in lieu of 800 mm as mentioned in the drawing.

In case two layers of the cables are to be laid in same trench, the first layer will be covered with soft sand or sieved soil of 25mm before the second layer is laid. In no case, more than two layers of cables to be provided, providing two layers should be avoided as far as possible.

5. Laying of Cables for Track/Road Crossing

The general arrangement of cable laying shall be as per Drawing No. CSTE/3644 Pgra 7 and the cable shall be laid 1 meter below bottom of the sleeper/ road levels for rail/ road crossing.

Jointing of G.I. pipe shall be by means of G.I. collars.

The ballast disturbed while digging shall be screened and dressed up as required by engineer in charge and the road tarred immediately after the pipes are laid.

The work of laying of RCC pipe while crossing the track shall be done under the railway official's supervision.

MOREOVER, TELECOM Circular No. 09/2023 Dated 12.06.2023 is to be followed for undertaking digging work in the vicinity of Signalling, Electrical & Telecommunication Cables AND a penalty will be imposed accordingly for any damage to existing cables.

Further, RB's Letter No. 2006/Tele/TP/1(3359379) Dated: 02.01.2026 to be followed in case of 48-fiber laying. Fiber being laid should be terminated at each LC Gates in the section.

TECHNICAL SPECIFICATIONS

SCHEDULE – A (SUPPLY Items):

SCH-A Item No. 2: 1x16 Sq.MM Power Wire –

- **Conductor Type:** High-conductivity, annealed bare multi-strand copper conductor providing high flexibility for signalling and power distribution.
- **Size & Cross-Section:** Single-core, 1 x 16 Sq.MM nominal cross-sectional area optimized for railway telecom and signalling workloads.
- **Strand Configuration:** Exactly 101 strands with an individual wire diameter of 0.45 +/- 0.01 mm to ensure uniform current distribution and flexibility.
- **Insulation:** High-grade Polyvinyl Chloride (PVC) insulation compound with a nominal thickness of 1.2 mm for robust electrical and thermal protection.
- **Electrical Resistance:** Maximum conductor DC resistance of 1.127 Ohms/KM measured at 20°C to prevent voltage drops and power loss over distances.
- **Voltage Rating:** Suitable for operation in low-voltage distribution systems up to and including 1100V AC/DC.
- **Manufacturing Standard:** Strict adherence to Indian Standard IS 694:2010 (with all latest amendments) for PVC insulated cables.
- **Testing & Quality Assurance:** Comprehensive routine, type, and acceptance test parameters compliant with Indian Railway Standard IRS(S) 76/89 or latest revision.
- **Sheath Marking:** Continuous, sequential meter-marking on the outer sheath including manufacturer's name, cable size (1 x 16 Sq.MM), voltage rating, and "IS 694 / IRS:S 76" stamps.
- **Packaging:** Supplied in heavy-duty, non-returnable wooden or plastic drums/coils, properly sealed and protected against transit and environmental damage.
- **Note:** Prior approval of the specific manufacturer make, drum lengths, and test certificates must be obtained from the Site Engineer/In-charge before delivery of the supply.

SCH-A Item No. 3: Type-I VMS Server –

- **Processor Architecture:** Multi-core enterprise-grade server processing unit featuring minimum 16 Cores, 32 Threads, and a base clock speed of 2.8 GHz or higher (Intel Xeon / AMD EPYC platform) optimized to run high-throughput video streams and background analytics simultaneously.
- **Chassis Design & Form Factor:** Rugged 19-inch rack-mountable 2U industrial server enclosure built for continuous 24/7/365 field uptime within critical RPF Thanas, station control rooms, or regional telecom hubs.
- **Video Management Software (VMS):** Pre-loaded with professional, open-architecture, non-proprietary enterprise VMS framework supporting minimum 64 camera channel licenses natively, fully compliant with ONVIF Profile S/G/T standards.
- **System Redundancy & Failover Setup:** Provisioned with native hardware/software framework supporting active N+1 or N+2 automated recording redundancy to instantly migrate live streams to a standby array during primary hardware faults.
- **ICCC Integration Readiness:** The VMS software layer must possess open APIs/SDKs to support seamless integration with RailTel's central Integrated Command and Control Centre (ICCC) multi-vendor surveillance applications (such as Intellve platform structures).
- **System Memory (RAM):** Minimum 64GB DDR5 ECC (Error-Correcting Code) Registered RAM running at 4800MHz or greater to ensure absolute computing reliability and eliminate data packet drops during multi-stream buffering.
- **Operating System Storage Array:** High-speed dual 480GB (or larger) Enterprise-grade NVMe M.2 Solid State Drives (SSDs) mapped onto a dedicated hardware RAID 1 configuration to secure OS availability against single-drive corruption.
- **Primary Storage Management:** Hot-swappable Enterprise SAS/SATA III hard

drives operating via a physical, dedicated Hardware RAID Controller card with 2GB flash-backed write cache (FBWC) supporting robust RAID 5/6 configurations.

- **Video Loop Storage Target:** Native configuration providing high-density local surveillance storage capacity, scalable via network matrices to satisfy the mandatory 30-day continuous FIFO video recording lifecycle at Indian Railway stations.
- **Network Throughput & Connectivity:** Dual-port 10 Gigabit Ethernet (10GbE) SFP+ uplink ports coupled with dual-port 1GbE RJ-45 ports supporting Link Aggregation Control Protocol (LACP) and automatic failover teaming into platform switches.
- **Power Infrastructure Redundancy:** Heavy-duty dual redundant, hot-swappable 80-Plus Platinum certified power supply units (PSUs) ensuring seamless load sharing and instantaneous power rollover without causing system reboots.
- **Remote Management Interface:** Embedded enterprise remote configuration utility via an isolated IPMI 2.0 port supporting secure KVM-over-LAN for remote OS deployments, hardware monitoring, and administrative server cycling.
- **Operating System Environment:** Fully licensed, pre-installed 64-bit Enterprise-grade operating platform (Microsoft Windows Server Standard or Enterprise Linux) thoroughly optimized for multi-threaded background recording services.
- **Hardware Accessory Package:** Shipped complete with sliding tool-less server rack rails, dual industrial-grade power cords, a secure cable management arm, standard network patch leads, and a native server console input interface.
- **Warranty & Lifecycle Support:** Wrapped under a comprehensive 3 Years Next-Business-Day (NBD) OEM on-site warranty covering complete engineering service, component swapping, and disk drive replacements without data penalty.
- **Make/Model:** Dell PowerEdge R760 / HP ProLiant DL380 Gen11 / Lenovo ThinkSystem SR650 V3 or alternative highly-rated enterprise servers formally accepted on the RailTel/RDSO panel.
- **Note:** Comprehensive Bill of Materials (BOM), system data sheets, software licensing proofs, and cross-platform functional compatibility validations must receive written sign-off from the RailTel Site Engineer / Engineer In-Charge prior to the physical dispatch of material to the site.

SCH-A Item No. 4: Storage System –

- **Operational Intent:** Highly scalable, localized storage matrix deployed at RPF Thana/Post sites designed to aggregate and archive multi-channel 24/7 continuous video streams arriving from a designated cluster of stations.
- **Unit Dimension Metrics:** Calculated and provisioned on a "**Per Terabyte (TB) Net Usable Capacity**" basis, enabling seamless plug-and-play pro-rata expansion depending on the cluster's precise camera count and retention mandates.
- **Physical Drive Media:** High-density, hot-swappable Enterprise-class SATA III / SAS 3.5-inch hard disk drives featuring a minimum 256MB cache, 7200 RPM rotational speed, and a high-reliability engineering profile optimized for dense surveillance write loads.
- **Workload & Mean Time:** Hard disk drives must feature an enterprise workload rating of minimum **550 TB/year** and a Mean Time Between Failures (MTBF) of 2.0 to 2.5 million hours to withstand rapid FIFO overwrites.
- **RAID Interface Controller:** Includes high-performance SAS/SATA hardware RAID storage controllers or specialized Host Bus Adapter (HBA) cards featuring onboard flash-backed write cache (FBWC) to handle aggregate IOPS throughput.
- **Data Protection Resiliency:** Storage array configuration natively supports resilient **Hardware RAID 5 / RAID 6** configurations with dedicated hot-spare mapping to ensure zero data penalty or stream drops during single or dual disk failures.
- **Performance Retention Target:** Sized to comfortably absorb heavy high-definition media footprints, accommodating the mandatory 30-day continuous FIFO lifecycle requirement as per **RDSO/SPN/TC/65/2021 Version 6.0** protocols.

- **Chassis & Connectivity Hardware:** Supplied complete with custom drive caddies, robust SAS/SATA internal data buses, hot-swap backplanes, heavy-duty power distribution harnesses, and all requisite chassis installation accessories.
- **System Component Tracking:** Includes comprehensive tracking and health analysis software layers integrated into the primary VMS server to provide predictive failure analysis and automatic array alert mechanisms.
- **OEM Warranty Integration:** Covered entirely under a 3 Years Next-Business-Day (NBD) comprehensive on-site warranty matching the main VMS infrastructure, inclusive of non-destructive data handling and complete drive-swap privileges.
- **Make/Model:** Seagate Exos Series / Western Digital Purple Pro / Toshiba Enterprise Surveillance Matrix or approved equivalent solutions listed on the active RailTel/RDSO component manufacturing panel.
- **Administrative Caveat:** Comprehensive storage sizing maps, drive distribution topologies, configuration matrix details, and hardware compatibility logs must secure explicit written sign-off from the RailTel / Site Engineer In-Charge before delivery.

SCH-A Item No. 5: Type-I Switches –

- **Switch Architecture & Ports:** Industrial-grade, enterprise-class Managed Layer-2 Ethernet switch equipped with minimum 24 x 10/100/1000 Mbps Base-T RJ-45 ports and at least 4 dedicated 1G/10G SFP/SFP+ uplink slots for high-speed backbone connectivity.
- **PoE Performance (Power over Ethernet):** All RJ-45 copper ports must natively support IEEE 802.3af (PoE) and IEEE 802.3at (PoE+) standards with a minimum total PoE power budget of 370W to reliably power multiple IP surveillance cameras, Wi-Fi access points, and telecom gear.
- **Optical Transceiver Optics (SFP-BX):** Shipped complete with factory-matched, heavy-duty Bi-Directional (BiDi) Single-Mode SFP modules (SFP-BX) supporting downlinks/uplinks over a single fiber strand using WDM (Wave Division Multiplexing) tech across 10-20 Km railway field sections.
- **Switching Capacity & Throughput:** Designed with high-performance silicon backing to deliver a minimum non-blocking switching fabric capacity of 128 Gbps and a forwarding rate of 95 Mpps or higher to guarantee zero network latency or frame dropping.
- **Layer-2 Feature Set:** Comprehensive software support for advanced Layer-2 networking features, including IEEE 802.1Q VLAN tagging, Link Aggregation Control Protocol (LACP), IGMP Snooping (v1/v2/v3) for IP multicast video distribution, and Spanning Tree Protocols (STP/RSTP/MSTP).
- **Cybersecurity Framework:** Built-in hardware security layers featuring Access Control Lists (ACLs), IEEE 802.1X port-based authentication, MAC-address binding, RADIUS/TACACS+ integration, DHCP Snooping, Dynamic ARP Inspection (DAI), and SSHv2/SSL encryption for protected remote access.
- **Chassis Design & Form Factor:** Rugged 1U rack-mountable industrial metal enclosure built for standard 19-inch communication racks, featuring smart variable-speed thermal fans and robust anti-dust protection to operate inside station field cabinets.
- **Management & Visibility:** Supports centralized network management via full Command Line Interface (CLI) via a physical console port, secure Web GUI, and SNMP v1/v2c/v3 protocols, making it fully visible and controllable by RailTel's central ICCO network management software.
- **Power Resiliency:** Equipped with an integrated internal universal AC power supply unit (100-240V AC, 50/60Hz) with enhanced surge protection up to 6KV on all Ethernet ports to survive heavy overhead high-voltage transients common near railway tracks.
- **Hardware Accessory Package:** Supplied complete with standard 19-inch rack-mounting ears/brackets, an enterprise-grade power cable, a physical console interface cable, protective dust caps for all open SFP slots, and industrial grounding

lugs.

- **Warranty & Service Level:** Includes 3 Years Next-Business-Day (NBD) comprehensive hardware OEM warranty support, ensuring immediate equipment replacements and firmware update privileges without additional contract penalties.
- **Make/Model:** Cisco Catalyst 9200L Series / HPE Aruba CX 6100 Series / Juniper EX2300 Series or alternative enterprise-grade platforms officially validated on the active RailTel/RDSO approved vendor panel.
- **Technical Approval Note:** Complete equipment datasheets, explicit SFP wavelength pairing metrics, and exact firmware configuration logs must secure formal written sign-off from the RailTel / Site Engineer In-Charge before delivery to the site.

SCH-A Item No. 6: Type-III Switches –

- **Switch Class & Deployment:** Data-centre class, high-density Type-III Layer-3 managed Top-of-the-Rack (ToR) switch deployed in an active-active or active-standby **(1+1) fully redundant cluster** to ensure zero single point of failure within station server rooms or RPF Thana central racks.
- **Port Matrix Configuration:** Equipped with a minimum of 24 x 10/100/1000 Mbps Base-T RJ-45 ports for local server management, alongside at least 4 dedicated high-speed **10G SFP+ uplink slots** natively supporting dense core-switch routing.
- **Optical Transceiver Optics:** Bundled complete with factory-certified 10G Single-Mode SFP+ transceivers (including required SFP-BX or dual-fiber optics) designed to execute long-distance, high-throughput data backhaul across railway networks up to 10-20 Km.
- **Fabric Performance & Throughput:** Engineered with data-centre grade ASICs to deliver a minimum non-blocking switching fabric capacity of **128 Gbps** (or higher) and a wire-speed packet forwarding rate of **95 Mpps** to handle heavy aggregate HD video traffic without packet drops.
- **Advanced Layer-3 Routing:** Native hardware support for advanced Layer-3 routing protocols, including Static Routing, RIPv1/v2, OSPFv2/v3, and Policy-Based Routing (PBR), alongside VRRP (Virtual Router Redundancy Protocol) for seamless default-gateway failover between the (1+1) pair.
- **Multicast Surveillance Optimization:** Complete support for enterprise IP video multicast streaming protocols, including IGMPv1/v2/v3 snooping, IGMP querier, and PIM-SM (Protocol Independent Multicast - Sparse Mode) to ensure smooth multi-station video rendering.
- **Resiliency & Clustering (Stacking):** Built-in hardware-level stacking or virtual clustering technology (such as Cisco VSS/StackWise or equivalent virtual chassis frameworks) allowing the (1+1) pair to operate and be managed as a single logical network node.
- **Power Supply Redundancy:** Equipped with dual hot-swappable, redundant AC power supply units (PSUs) inside *each* switch chassis, supporting instantaneous load sharing and independent power source feeds to survive localized electrical disruptions.
- **Advanced Cybersecurity Hardening:** Comprehensive protection layers featuring hardware Access Control Lists (ACLs), Port Security, IEEE 802.1X enterprise authentication, Dynamic ARP Inspection (DAI), DHCP Snooping, and SSHv2 encrypted administration.
- **Data-Centre Form Factor:** Standard 1U rack-mountable, heavy-duty metal enclosure optimized for high-density 19-inch server racks, featuring advanced front-to-back or back-to-front intelligent cooling airflows.
- **Central Network Management:** Full command-line interface (CLI) accessibility via standard micro-USB/RJ-45 console interfaces, secure web-based GUI, and SNMP v1/v2c/v3, allowing direct monitoring by RailTel's central Network Management System (NMS).
- **Peripheral Accessories Kit:** Shipped complete with 19-inch sliding rack-mount hardware, dual industrial-grade power patch cords per chassis, high-speed

stacking/interconnect cables for the (1+1) configuration, and structural grounding lugs.

- **Warranty & Support SLA:** Covered by a 3 Years Next-Business-Day (NBD) comprehensive hardware OEM on-site warranty, ensuring direct access to priority technical assistance and immediate firmware security updates.
- **Make/Model:** Cisco Catalyst 9300 Series / HPE Aruba CX 6300 Series / Juniper EX3400 Series or alternative data-centre grade switching lines approved on the active RailTel/RDSO panels.
- **Engineering Sign-off Note:** Complete hardware datasheets, clustering architecture maps, and exact SFP+ transceiver pairing logs must be submitted to and formally approved by the RailTel Site Engineer / Engineer In-Charge before delivery.

SCH-A Item No. 7: 6-core Armoured Mono-mode OFC Cable –

- OFC single mode 6 core/Fiber Armoured Cable as per RDSO specification No. IRS TC55:2006 (Rev-2).
- Make – Molex/AMP/Plexonics/Systemax/D-Link.
- Make as per technical specifications – Optic fiber cable should be armoured consisting of at least 6 mono mode fibers of nominal diameter 8.8 micro meter to 9.8 micro meter and nominal cladding diameter 125 micro meter ± 1 or as specified by purchaser.

SCH-A Item No. 8: 6-core Fiber Termination Box –

- **Item Name:** 6-Core Fiber Termination Box (LIU).
- **Port Capacity:** Exactly 6 ports for fiber core termination.
- **Adapter Support:** Compatible with standard SC or LC adapters.
- **Body & Material:** Compact, dust-proof ABS plastic or powder-coated metal wall-mount enclosure.
- **Internal Routing:** Equipped with an integrated splice tray and fiber management loops.
- **Cable Entry:** Protected entry ports with rubber grommets for strain relief.
- **Accessories Included:** Complete with splice sleeves, cable ties, and wall-mounting hardware.
- **Warranty:** 3 Years replacement warranty.
- **Approved Make:** D-Link / Digisol / Schneider Electric or equivalent.
- **Note:** Configuration and material type must be approved by the Site Engineer before supply.

SCH-A Item No. 10: 2-core 25 Sq.MM Power Cable –

- **Cable Type:** Heavy-duty underground armoured power cable featuring a **2 Core x 25 Sq.mm** cross-sectional layout.
- **Conductor Material:** High-conductivity, plain stranded solid electrolytic Aluminium cores for reliable power transmission.
- **Insulation & Sheath:** High-grade Polyvinyl Chloride (PVC) insulation compound rated for low-tension operations up to 1100V.
- **Mechanical Armor:** Reinforced galvanized steel tape or wire armor providing deep soil burial, rodent, and crush protection.
- **Screening Status:** Manufactured as an **Unscreened** cable configuration optimized for station auxiliary power runs.
- **Railway Standards:** Strict compliance with RDSO Specification **IRS-S:63/2014 Rev. 4** and Indian Standard **IS:1554 Part-1**.
- **Sequential Marking:** Continuous meter-marking on the outer sheath including manufacturer name, cable size, and "IRS-S:63" stamp.
- **Warranty Support:** 3 Years comprehensive manufacturer replacement warranty against insulation or structural core failures.
- **Make:** Polycab / Havells / KEI Industries / Finolex or equivalent brands on the active RDSO/RailTel panel.

- **Note:** Batch factory test certificates and drum length schedules must be approved by the Site Engineer before delivery.

SCH-A Item No. 11: FDMS/LIU for 12-fiber –

- **Item Name:** 12-Fiber Fiber Distribution Management System (FDMS) / LIU.
- **Port Capacity:** Exactly 12 ports for optical fiber termination and patching.
- **Technical Standard:** Fully compliant with TEC Specification **GR/FDM/01/02 April 2007** (or latest).
- **Components Included:** Shipped complete with factory-tested SC/LC Single-Mode patch cords and matching pigtails.
- **Internal Architecture:** Built-in splice trays, fiber management loops, and protective splice sleeves for low-loss routing.
- **Chassis & Build:** Rugged, powder-coated metal enclosure suitable for standard 19-inch rack or wall mounting.
- **Installation Kit:** Complete with cable glands, rubber grommets, mounting screws, cable ties, and port ID labels.
- **Warranty Support:** 3 Years comprehensive manufacturer replacement warranty.
- **Make:** D-Link / Digisol / Molex / Schneider Electric or equivalent brands on the active RailTel/RDSO panel.
- **Note:** Connector types, technical data sheets, and component lists must be approved by the Site Engineer before supply.

SCH-A Item No. 13: Line-Interactive 1KVA UPS –

- **Item Name:** 1.0 KVA Line-Interactive Uninterruptible Power Supply (UPS).
- **Input Voltage Window:** Wide single-phase AC input range from 160V to 280V to handle severe voltage fluctuations.
- **Battery Setup:** Built-in, maintenance-free sealed lead-acid (SMF) batteries providing immediate backup power.
- **Voltage Regulation:** Automatic Voltage Regulation (AVR) technology to stabilize low and high voltages without draining the battery.
- **Protection Features:** Integrated surge, spike, overload, short-circuit, and deep-discharge protection circuits.
- **Indicators & Alerts:** Audible alarms and LED/LCD status indicators for battery mode, low battery, overload, and fault conditions.
- **Chassis Design:** Compact, rugged, and heat-resistant housing with built-in cooling slots optimized for station panel environments.
- **Warranty Support:** 2 Years comprehensive warranty on both the electronic components and the internal batteries.
- **Make:** APC by Schneider Electric / Microtek / Luminous / V-Guard or equivalent brands on the active RailTel/RDSO panel.
- **Note:** Technical datasheets, battery backup calculations, and exact model clearance must be approved by the Site Engineer before supply.

SCH-A Item No. 15: PVC casing capping 32mm x 12mm –

- **Item Name:** PVC Casing-Capping.
- **Dimensions & Size:** Exactly 32mm x 12mm profile width and depth.
- **Technical Standard:** Strict compliance with Indian Standard **IS 14927 Part-2 (2001)** or its latest revision.
- **Material Quality:** High-impact, rigid, unplasticized Polyvinyl Chloride (uPVC) with self-extinguishing and fire-retardant properties.
- **Locking Mechanism:** Double-locking or secure snap-fit design to ensure the top cover stays firmly attached under cable weight.
- **Application Use:** Surface routing and mechanical protection of indoor telecom, signalling, and power wires along station walls.
- **Make:** Modi / Precision / Finolex / Supreme or equivalent brands approved by Engineer In-Charge.
- **Note:** Physical samples, profile thickness, and material test certificates must be

approved by the Site Engineer before bulk supply.

SCH-A Item No. 16: PVC pipe of 1-inch dia –

- **Item Name:** Rigid White PVC Conduit Pipe.
- **Dimensions & Size:** Nominal diameter of exactly 1 inch (25mm) supplied in standard continuous lengths of 3 meters per pipe.
- **Technical Standard:** Strict compliance with Indian Standard **IS:9537 (Part 3)** for rigid PVC conduits used in electrical installations.
- **Material Properties:** High-impact, fire-retardant, and self-extinguishing unplasticized PVC with excellent mechanical strength against crushing.
- **Bundled Accessories:** Shipped complete with all matching PVC bends, elbows, couplers, and tees required for seamless installation at no extra cost.
- **Application Use:** Heavy-duty surface or concealed routing and physical protection of outdoor/indoor telecom and signalling cables.
- **Make:** Precision / Modi / Finolex / Supreme or equivalent brands as approved by Engineer In-Charge.
- **Note:** Material thickness, physical samples, and layout accessories must be approved by the Site Engineer before bulk supply

SCH-A Item No. 17: Galvanized Iron Hot dipped Cable Tray –

- **Item Name:** Hot-Dipped Galvanized & Powder-Coated Perforated Cable Tray.
- **Dimensions & Size:** Width of 100 mm x Height of 50 mm with a structural sheet thickness of exactly 1.5 mm.
- **Technical Standard:** Zinc coating mass and hot-dip galvanizing quality must strictly comply with standard **EN ISO 1461**.
- **Finishing Treatment:** Hot-dipped galvanized baseline topped with a robust, industrial-grade powder coating for double corrosion protection against harsh trackside environments.
- **Physical Profile:** Perforated ladder/slot design to ensure efficient ventilation, air cooling, and moisture drainage for power cables.
- **Application Use:** Heavy-duty, rigid routing and physical support for signaling, telecom, and power cables along station platforms or battery rooms.
- **Make:** Indiana / Slotco / OBO Betterman / Profab or equivalent premium engineering brands as approved by Engineer In-Charge.
- **Note:** Finished tray samples, structural loading charts, and galvanizing test certificates must be approved by the Site Engineer before bulk supply.

SCH-A Item No. 18: 2KVA On-Line UPS –

- **Item Name:** 2.0 KVA True Online Double-Conversion UPS System.
- **Backup Autonomy:** Sized to deliver a minimum continuous backup time of **120 minutes (2 Hours)** at full engineering load.
- **Technology Framework:** True online double-conversion topology providing pure sine wave output and zero transfer time (0 ms) to safeguard sensitive server hardware.
- **Battery Configuration:** External high-capacity Valve Regulated Lead-Acid (VRLA) / Sealed Maintenance-Free (SMF) battery bank bundled complete with heavy-duty interconnect cables and a tiered battery rack.
- **Protection Matrix:** Advanced protection against input surges, high voltage drops, short circuits, battery over-charging, and deep-discharge failures.
- **System Monitoring:** Intelligent digital LCD panel detailing load capacity, battery voltage, input/output frequency, and operational runtime logs.
- **Warranty Coverage:** 2 Years comprehensive warranty on both the Online UPS microprocessor electronics and the bundled battery bank.
- **Make:** The requirement for a 120-minute continuous backup must be met using specialized long-runtime, external-battery variant UPS heads bundled with a matching 72V DC battery bank (typically six 12V 42Ah SMF batteries) and a tiered metal rack, utilizing field-proven models like the **APC Easy UPS Online**

SRV2KUXI-IN, Luminous Maxi Online 2KVA (External Battery Variant), or Microtek MAX+ Online UPS 2KVA 72V or equivalent premium engineering brands as approved by Engineer In-Charge.

- **Note:** Battery AH capacity calculations, runtime backup datasheets, and exact model configurations must be formally approved by the Site Engineer before supply.

SCH-A Item No. 19: 6-meter Pole (Tripod) –

- **Item Name:** 6-Meter Galvanized Iron (GI) Equipment Pole with Datacom Enclosure Box.
- **Structural Support:** Robust 6-meter vertical mast equipped with a heavy-duty tripod base or steel guy-wire stabilization kit for high-wind resistance at stations and OFC huts.
- **Datacom Enclosure:** Includes an integrated weatherproof, outdoor-rated, lockable metal box with rubber seals, cable entry glands, and mounting brackets for housing field switches or media converters.
- **Surface Treatment:** Hot-dipped galvanized or powder-coated finish to prevent rust and corrosion from harsh, open-air trackside weathering.
- **Warranty Support:** 3 Years standard warranty against structural sagging, welding fractures, or rust damage.
- **Make:** Utkarsh / Skipper / Tata Steel or equivalent certified fabrication lines as approved by Engineer In-Charge.
- **Note:** Structural design drawings, foundation layout plans, and enclosure dimensions must be approved by the Site Engineer before delivery.

SCH-A Item No. 20: 19" 42U Rack –

- **Structure & Dimensions:** Form Factor: 19-inch rack-mount standard. Height: 42U (approx. 2.2 meters including castors). Width: 800mm wide profile for advanced cabling room. Depth: 800mm deep profile optimized for servers and high-density switches.
- **Material & Load Capacity:** Framework: Fabricated from heavy-duty CRCA steel (minimum 1.5mm to 2.0mm thickness). Load Rating: Robust static load-bearing capacity designed to safely support dense clusters of L2/L3 switches, servers, and storage networks.
- **Doors & Accessibility:** Front Door: Toughened High-Quality Glass with a vented steel frame and a secure lock. Rear Door: Single or dual-vented steel doors for optimal airflow and space-saving. Side Panels: Removable dual-section side panels with quick-release locks for easy access during maintenance.
- **Ventilation & Cooling:** Roof: Integrated fan housing unit with minimum 4 high-speed exhaust fans to ensure continuous thermal management and prevent heat traps.
- **Cable Management:** Entry Points: Multiple cable entry/exit cut-outs at the top and bottom with protective rubber grommets or brush strips. Internal: Heavy-duty vertical cable managers on both sides to ensure neat routing of high-volume network patch cords.
- **Standard Accessories Included:** Power Distribution Unit (PDU): 1 x Multi-Port 5/15A Universal Sockets PDU (ISI marked) with an integrated surge protection circuit. Shelves: 2 x Fixed heavy-duty shelves and 1 x Horizontal management drawer/tray. Hardware: Minimum 50 sets of Captive Cage Nuts and Bolts. Mobility: Heavy-duty swivel castors with brakes and adjustable levelling legs.
- **Finish:** Pure Polyester Epoxy Powder Coating (Black/Siemens Grey) providing superior corrosion and scratch resistance.
- **Make:** Valrack / APW President (Vero) / Rittal / APC by Schneider Electric / D-Link or equivalent as approved by the Engineer In-Charge.
- **Note:** Prior approval of the specific model, structural dimensional layout drawings, and accessory configurations must be obtained from the Site Engineer / Engineer In-Charge before supply.

SCH-A Item No. 21: 6A, Double Pole ... MCB –

- **Type:** Double Pole (DP) Miniature Circuit Breaker (MCB).
- **Current Rating:** Must have 6 Amperes.
- **Voltage & Frequency:** 240V AC (Standard) / 415V AC (Insulation); 50Hz.
- **Tripping Curve:** Must have Type 'C' Characteristic (ideal for inductive loads and general office/IT equipment).
- **Breaking Capacity:** Must have Minimum 10kA as per IS/IEC 60898-1 to ensure high short-circuit protection.
- **Protection:** Combined Thermal-Magnetic mechanism for overload and short-circuit protection.
- **Safety Features:** Must have IP20 finger-safe terminals. It must have Positive contact indication (Red/Green visual window) for ON/OFF status.
- **Mounting:** Standard 35mm DIN rail mounting with bi-stable clips.
- **Energy Class:** Class 3 (highest energy limiting class for low let-through energy).
- **Terminals:** High-quality silver-plated terminals capable of accepting up to 25 sq. mm cable.
- **Compliance:** Must have ISI marking; should be CE and RoHS compliant.
- **Make:** Legrand (DX3 Series) / Schneider Electric (Acti9) / L&T (Exora) or equivalent as approved by the Engineer In-Charge.

SCH-A Item No. 22: OFC Maintenance Tool Kit –

- **Type:** Professional Optical Fiber Cable (OFC) Maintenance and Splicing Preparation Tool Kit.
- **Core Tools Included:** High-precision optical fiber cleaver, ergonomic optical fiber stripper (three-hole design), and a heavy-duty Kevlar cutter.
- **Cleaning & Prep Kit:** Lint-free cleaning wipes, an alcohol dispensing bottle, and a high-pressure air blower for cleaning fiber ends.
- **Diagnostic Tools:** Visual Fault Locator (VFL/Laser Pointer, minimum 10mW output) and a compact Optical Power Meter (OPM) covering 850nm to 1625nm wavelengths.
- **Splicing Accessories:** Stripping template guide, a localized buffer tube scorer, and a safety storage box for disposal of fiber shards.
- **Enclosure Case:** Heavy-duty, dust-proof, shock-resistant, padded hard-shell carrying case with custom foam slots to secure all tools during transport.
- **Warranty Support:** 1 Year standard warranty on electronic diagnostic components (OPM & VFL).
- **Make:** Fujikura / Sumitomo / Jonard Tools / Tapania or equivalent as approved by the Engineer In-Charge.
- **Compliance:** All measuring instruments must be calibrated and supplied with valid calibration certificates.

SCH-A Item No. 24: Power Line Protection Device Class-D –

- **Type:** Class D (Type 3) Surge Protection Device (SPD) designed for localized terminal equipment power line protection.
- **Current & Voltage Configuration:** Nominal Operating Voltage 230V AC Single Phase (+/- 10%), 50Hz frequency. Maximum Continuous Operating Voltage Minimum 275V AC to withstand sudden line swells.
- **Surge Handling Metrics:** Nominal Discharge Current 3 kA to 5 kA (8/20 micro-second wave pulse format). Maximum Discharge Current 10 kA capability rating for absolute transient interception.
- **Clamping Protection Level:** Voltage Protection Level Strict clamping limits restricted under less/equal to 1.2 or 1.3kV to protect downstream electronic motherboards.
- **Safety Integration Framework:** Thermal Isolation: Internal dual-thermal disconnect mechanism to safely decouple the varistor module when depleted. Visual Indicator: Integrated mechanical health window showing clean color coding

status (Green for Operational / Red for Replace Arrester).

- **Mounting & Infrastructure Layout:** Form Factor: Compact, modular DIN-rail pluggable design matching standard 35mm distribution tracking channels. Terminals: Dual-direction pass-through IP20 finger-safe connection lugs supporting wire clamps up to 10 Sq.mm profiles.
- **Compliance Standards:** Testing Architecture: Full testing and design conformity parameters matching **IEC/EN 61643-11** standard blueprints.
- **Make:** Dehn (DEHNrail series) / Phoenix Contact (PLT-SEC series) / OBO Bettermann (VF series) / Schneider Electric or equivalent.
- **Administrative Note:** Prior validation of technical data sheets, response latency curves less/equal to 25ns, and specific make choices must secure formal sign-off from the Site Engineer / Engineer In-Charge before delivery to the site.

SCH-A Item No. 25: NAS –

- **Type:** Network Attached Storage (NAS) Enclosure with Bundled Drives.
- **Drive Bays:** 4-Bay hot-swappable architecture supporting 3.5-inch or 2.5-inch SATA hard drives/SSDs.
- **Processor (CPU):** High-efficiency Quad-Core 2.0 GHz (or higher) processor built for dense network data workloads.
- **System Memory:** 4GB DDR4 onboard memory to handle seamless multi-user access and concurrent background apps.
- **M.2 Solid State Slots:** 2 x M.2 2280 slots pre-populated with **2 x 256 GB NVMe SSDs** dedicated for ultra-fast SSD read/write cache acceleration.
- **Bundled Internal Storage:** Included storage pack containing **3 Nos. x 4TB (12TB Total Raw Capacity)** 3.5-inch enterprise/surveillance class SATA III hard disk drives (HDDs).
- **Data Connectivity Ports:** 2 x RJ45 1GbE LAN ports supporting Network Failover and Link Aggregation (Port Trunking).
- **Peripheral USB Ports:** 2 x USB 3.2 Gen 1 Type-A interfaces for high-speed external storage backup and expansion.
- **System Security & RAID:** Hardware-accelerated AES-NI 256-bit encryption; native support for secure Hardware RAID 0, 1, 5, 6, and JBOD configurations.
- **Warranty Support:** 3 Years comprehensive brand hardware warranty on both the NAS enclosure and bundled storage media.
- **Make:** Synology DiskStation DS425+ / QNAP TS-433-4G or equivalent as approved by the Engineer In-Charge.
- **Note:** Prior technical approval of the combined bill of materials, specific manufacturer drive model, and software layout maps must be formally verified by the Site Engineer / Engineer In-Charge before delivery to the site

SCHEDULE – B (EXECUTION & SUPPLY-EXECUTION Items):

SCH-B Item No. 5: Full HD PTZ type IP Colour Camera –

- **Type:** Full HD Pan-Tilt-Zoom (PTZ) Network Color IP Camera with integrated outdoor enclosure and installation accessories.
- **Resolution & Sensor:** Minimum 2.0 Megapixel (1920 x 1080) Full HD resolution using a high-performance progressive scan CMOS sensor.
- **Optical Zoom Range:** Minimum 25x or higher optical zoom coupled with a minimum 16x digital zoom for long-distance perimeter verification.
- **Low-Light Matrix:** Day/Night mechanical IR-cut filter; minimum IR illumination distance of 150 meters to ensure visibility in pitch darkness.
- **PTZ Speed & Range:** 360-degree continuous pan rotation and minimum -15 to +90-degree tilt range with configurable presets and automated patrol patterns.
- **Edge Storage Media:** Bundled complete with a pre-installed, industrial-grade **128 GB (or higher)** high-endurance MicroSD/SDXC card for edge recording storage.
- **Chassis Housing & Mount:** Weatherproof IP66-rated and vandal-resistant IK10-rated outdoor enclosure; supplied with a heavy-duty wall or pole mounting bracket

as required by site layout.

- **Compliance Standard:** Strict design and functional conformity with the primary Indian Railways Research Designs and Standards Organisation specification **RDSO/SPN/TC/65/2021 Revision 6.0** (or its latest active revision).
- **Network & Stream Quality:** Native H.265/H.264 video compression; full ONVIF Profile S/G/T openness to ensure compatibility with RailTel's primary VMS layer.
- **Power over Ethernet:** Natively supports High Power over Ethernet (PoE+ / Hi-PoE) or 24V AC power inputs to simplify field cabling.
- **Cybersecurity & Trust Mandates:** Must possess active, valid **STQC Certification** under the STQC IoT System Certification Scheme (IoTSCS) to guarantee firmware security, zero hardcoded backdoors, and trusted chipset origin.
- **Warranty Support:** 3 Years Next-Business-Day (NBD) comprehensive manufacturer warranty on the complete camera assembly and edge storage card.
- **Make:** **CP Plus (STQC Target Series)** / **Prama (PTZ STQC Series)** / **Sparsh (Samriddhi Automation STQC Matrix)** / **Matrix Comsec (STQC Approved PTZ Lines)** or equivalent STQC/RDSO panel-approved models.
- **Note:** Authentic STQC certificate copies, traceable hardware serial numbers, and complete cross-platform VMS compatibility profiles must receive written sign-off from the Site Engineer / Engineer In-Charge before site supply.

SCH-B Item No. 6: Digital Key-Board (Joystick) –

- **Type:** Industrial Network Digital Keyboard Controller (Joystick) designed for precise 3D/4D PTZ camera manoeuvrability.
- **Control Configuration:** Integrated variable-speed, multi-axis, proportional joystick ensuring seamless control of speed dome pan, tilt, zoom, and lock functions.
- **Interface & Display:** Built-in backlit digital LCD screen to provide real-time information on camera selection, address data, preset configurations, and parameter monitoring.
- **Protocol & Openness:** Native support for ONVIF protocols, Pelco-D, Pelco-P, and VISCA IP commands over Ethernet networks to ensure multi-vendor interoperability.
- **Connectivity Ports:** 1 x Native RJ-45 Gigabit/Fast Ethernet LAN port with Power-over-Ethernet (PoE) support, alongside serial RS-485/RS-232 legacy data buses.
- **Railway Specification Conformance:** Built and tested in absolute conformance with the structural, technical, and operational mandates of Research Designs and Standards Organisation specification **RDSO/SPN/TC/65/2021 Version 6.0 (with Amendment-1 or latest)**.
- **Cybersecurity & Trust:** Must be fully tested and certified for seamless, secure integration with the site's primary **STQC-certified PTZ camera systems** and the core video software backend to maintain end-to-end network chain-of-trust.
- **Scope of SITC Work:** Price evaluates a complete bundle including physical hardware supply, patch cables, on-site network pairing, functional testing, and full station control desk commissioning.
- **Warranty Support:** 3 Years Next-Business-Day (NBD) comprehensive manufacturer warranty protecting all mechanical keys, joystick pots, and electronic modules.
- **Make:** CP Plus (STQC Approved Network Series) / Prama (STQC Series) / Matrix Comsec / Sparsh or alternative STQC/RDSO panel-approved platforms.
- **Note:** Prior technical validation of data sheets, ONVIF certification entries, and STQC firmware compliance logs must be formally reviewed and signed off by the Site Engineer / Engineer In-Charge before delivery.

SCH-B Item No. 8: PC Workstation –

- **Type:** High-Performance Enterprise PC Workstation for multi-screen camera viewing, monitoring, and system management.
- **Core Compute Engine:** Intel Core i7 / AMD Ryzen 7 latest generation x86

- processor (Minimum 8 Cores, 16 Threads, more/equal to 3GHz base frequency, 16MB cache).
- **System Memory (RAM):** Minimum 16GB DDR4/DDR5 SDRAM operating at 3200MHz or higher.
 - **Graphic Processing Unit:** Dedicated 4GB (or higher) NVIDIA Quadro or AMD Radeon Pro graphics card featuring at least 2 x native HDMI ports with simultaneous 4K UHD video output support.
 - **Storage Matrix:** Dual 512GB Enterprise M.2 NVMe Solid State Drives (SSDs) configured natively via an on-board hardware RAID 1 mirror array.
 - **Visual Display Unit:** Premium 24-inch Ultra HD 4K (3840 x 2160) LED-backlit monitor with anti-glare display technology.
 - **Licensed Software Stack:** Pre-loaded Windows 11 Pro 64-bit OS, Microsoft Office Home & Business (Perpetual/Current), and 3 Years subscription of Enterprise-grade Antivirus.
 - **Documentation Device:** 1 x Network-attached Laser Monochrome Multifunction Device (Print, Scan, Copy) equipped with a native 10/100 Base-TX RJ-45 Ethernet LAN port, a minimum 35-sheet Automatic Document Feeder (ADF), and a minimum print speed of 20 to 28 PPM; bundled complete with a high-yield initial toner cartridge; Makes: **HP LaserJet Pro MFP M126nw Plus / Canon imageCLASS MF275dw / Brother DCP-B7535DW** or equivalent as approved by the Site Engineer.
 - **Power Resiliency Setup:** 600VA/1KVA Line-Interactive "SOOVA" (or equivalent certified) UPS system with internal maintenance-free batteries for system graceful shutdown protection.
 - **Power Distribution:** Heavy-duty Spike Buster surge strip containing minimum 5 x 6A universal points equipped with an isolated master fuse and status indicator.
 - **Housing Infrastructure:** Ergonomically designed operator console desk or localized mounting rack with integrated cable management to securely accommodate the PC workstation, monitor, and peripherals.
 - **Railway Standard Compliance:** Strict design and testing conformance matching **RDSO/SPN/TC/65/2021 Revision 6.0 with Amendment-1 (Clause No. 11.0)**.
 - **Warranty & Support SLA:** Covered by a 3 Years Next-Business-Day (NBD) comprehensive on-site OEM warranty across all hardware components, batteries, and peripherals.
 - **Make:** HP Z-Book/ProDesk series, Dell Precision/OptiPlex lines, Lenovo ThinkStation series, or equivalent certified lines.
 - **Note:** Prior technical validation of data sheets, software licensing proofs, and physical console structural drawings must be formally approved by the Site Engineer / Engineer In-Charge before site supply.

SCH-B Item No. 16: Software (per camera basis) –

- **Type:** Enterprise-grade Video Management and Video Recording Software License.
- **Licensing Metrics:** Calculated and provisioned strictly on a **"Per Camera Channel Basis"** to allow scalable multi-station expansion.
- **Architecture Openness:** Non-proprietary, open-architecture VMS platform providing full native compliance with ONVIF Profile S/G/T standards.
- **Recording Capabilities:** Continuous 24/7/365 multi-stream high-definition video recording on a secure FIFO loop matching the mandatory 30-day lifecycle.
- **Redundancy & Failover:** Native software support for active N+1 or N+2 automated recording migration to secondary standby servers instantly during faults.
- **ICCC Integration Readiness:** Equipped with fully open APIs and SDKs to support seamless integration with RailTel's central Integrated Command and Control Centre (ICCC) applications (such as the Intellve platform).
- **Railway Specification Conformance:** Strict functional and feature-set compliance with the primary Research Designs and Standards Organisation

specification **RDSO/SPN/TC/65/2021 Revision 6.0 (with Amendment-1 or latest)**.

- **Cybersecurity & Compliance:** Validated and certified under STQC vulnerability assessments to comply with OWASP guidelines and eliminate hardcoded backdoors.
- **Scope of SITC Work:** Includes software activation, camera stream configuration, frame-rate/bitrate tuning, user privilege mapping, and final on-site functional validation.
- **License Validity & Support:** Perpetual core license structure bundled with a minimum of 3 Years of software update privileges and OEM technical patch support.
- **Make: Matrix Comsec (Satatya Samas) / Intellve ICCV-VMS platform / Adiance (ArcisAI) / VMukti** or alternative VMS software lines officially holding valid STQC cybersecurity certification and listed on active RailTel panels.
- **Note:** Authentic OEM licensing authorization certificates (MAF), specific version release notes, and STQC certification copies must receive written sign-off from the Site Engineer / Engineer In-Charge before license activation.

SCH-B Item No. 17: Client Software (per workstation basis) –

- **Type:** Enterprise-grade Graphical User Interface (GUI) based Client Surveillance Viewing Software License.
- **Licensing Metrics:** Calculated and provisioned strictly on a **"Per Workstation Basis"** to allow unlimited camera stream decoding per display console.
- **Interface Capabilities:** High-performance GUI supporting multi-screen mode layouts, customizable camera grid matrices, drag-and-drop channel assignment, and synchronized multi-channel playback.
- **System Management Control:** Integrated administrative features for live monitoring, remote PTZ joystick navigation, alarm log handling, digital zoom maps, and system health status tracking.
- **Railway Specification Conformance:** Strict functional and layout compliance with the primary Research Designs and Standards Organisation specification **RDSO/SPN/TC/65/2021 Revision 6.0 (with Amendment-1 or latest)**.
- **Cybersecurity & Compliance:** Developed in absolute compatibility with the primary STQC-certified VMS backend, fully clearing software safety audits to eliminate backdoor risks.
- **Scope of SITC Work:** Includes client application installation, hardware acceleration mapping via the dedicated workstation GPU, network pairing to core recording servers, and operator desk profile layouts.
- **License Validity & Support:** Perpetual client license structure bundled complete with 3 Years of software version update privileges and active OEM technical support patches.
- **Make: Matrix Comsec (Satatya Samas Client) / Intellve GUI Client Platform / Adiance (ArcisAI Client) / VMukti** or alternative client software matching the main STQC-certified station VMS platform.
- **Note:** Official OEM licensing authorization certificates (MAF), specific application version release details, and baseline software validation logs must receive written sign-off from the Site Engineer / Engineer In-Charge before license deployment.

SCH-B Item No. 19: Weatherproof IP65/67 rated Location Box –

- **Type:** Industrial Weatherproof Outdoor Location Box (Field Cabinet) for housing datacom and power distribution equipment.
- **Structure & Dimensions:** Form Factor: Wall or pole-mountable compact outdoor enclosure. Size: Approximately **600mm Height x 400mm Width x 300mm Depth** providing a minimum 20% internal spacing clearance layout buffer.
- **Ingress Protection (IP Rating):** Strict compliance with **IP65 or IP67 rating** standards to ensure absolute protection against heavy rain, dust, and moisture entry.
- **Material & Structure:** Fabricated from high-grade, minimum 1.5mm to 2.0mm

thick Cold Rolled Close Annealed (CRCA) steel or stainless steel with a robust double-door or single-door configuration.

- **Surface Coating:** Pure Polyester Epoxy Powder Coating (Siemens Grey / Industrial Shade) over an anti-corrosive chemical pre-treatment base to prevent rust in harsh outdoor trackside environments.
- **Vandal Resistance:** Equipped with high-security, heavy-duty three-point lockable door handles with dust-caps over the keyholes to prevent physical tampering.
- **Thermal & Cable Management:** Integrated internal equipment mounting plates, DIN-rail tracking channels, ventilation louvers with insect-proof wire mesh, and bottom-mounted cable entry plates fitted with weatherproof compression brass/PVC PG glands.
- **Standard Accessories Included:** Complete with integrated internal earth bars/lugs, heavy-duty wall or pole mounting bracket kits, document pocket on the inside door, and neoprene door gasket seals.
- **Warranty Support:** 3 Years standard replacement warranty against rust, powder-coat peeling, or mechanical hinge failures.
- **Make:** Schneider Electric (Thalassa Series) / Rittal (AX/KX Series) / Hoffman / Matrix Comsec or equivalent certified fabrication lines as approved by Engineer In-Charge.
- **Note:** Detailed technical drawings, physical sheet thickness certifications, and precise dimensions matching the field equipment footprint must be formally approved by the Site Engineer / Engineer In-Charge before site supply.

NOTE: (1). All the Electronic & Telecommunication Equipment are to be supplied in compliance with Railway Board's Letter No. 2020/Tele/15(18)/4(3317053), Dated: 21.01.2025.

(2). The contractor must integrate the entire CCTV system of the instant work with the existing VSS CCTV network at the stations. This integration shall be executed in coordination with RailTel Corporation of India Limited (RCIL) at the respective stations, or as directed by the Engineer-in-Charge. No extra charges will be paid for the same.

CHAPTER-6

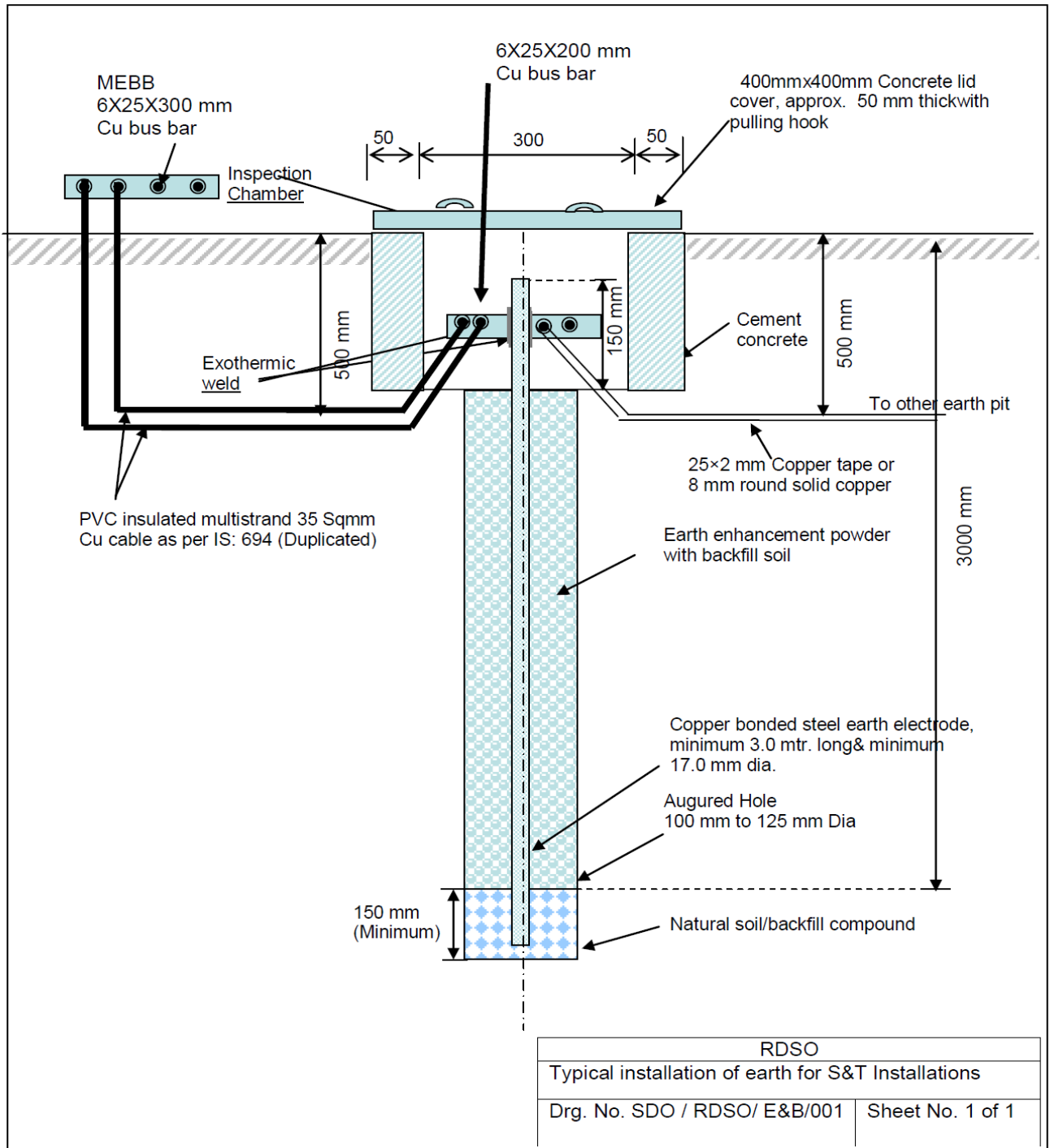
The Schedule of works and material is available on IREPS portal. Before quoting the rates, tenderer should go through the following notes

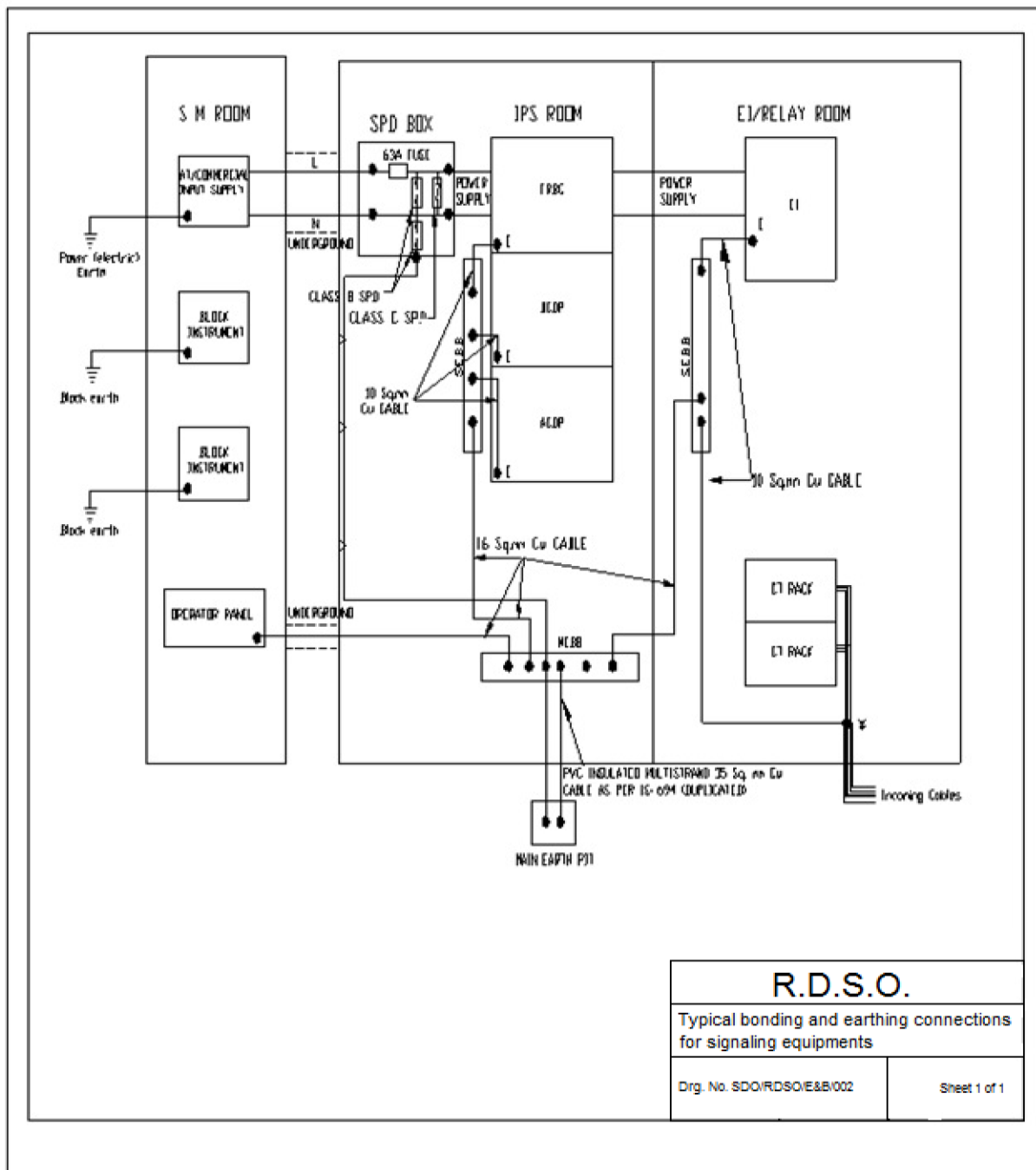
NOTE:

- A** Cement shall be of ISI mark. All Nut bolts, angles iron used anywhere for all above said installations shall be GI only.
- B** Drawings & RDSO specifications refer to the latest issue. Although year of specifications is given in the Schedule, the latest amendment, if any, shall apply. Decision of Engineering-in-charge shall be final in this regard.
- C** Various latest guidelines issued by Western Railway should be strictly adhered to and should be followed meticulously for the said work.
- D** Except the amount printed in rates, sub-total & total amount of above schedule of work, if at any place in tender documents any mistakes due to printing will be found in description of items, specifications, drawing, etc. & terms & conditions in tender document, the Railway has full power to rectify the same which will be binding for Contractor to agree the same after rectification. In this regard, the decision of Railway will be final and no any argument will be accepted from Contractor side.
- E** All work to be executed as per RDSO & Principal's (OEM's) latest installation & Commissioning Manual. This includes supply of materials and accessories whichever have not been specifically mentioned in schedule. The cost of which is to be included in the labour charges of the concerned items of the Schedule
- F** This is a turn Key Contract, where all materials are to be supplied & installed by Contractor, including supply of minor material items & accessories, the cost of which is to be included in the labour charges of the concerned item of Schedule.

Signature of Contractor
with Seal

**Senior Divisional Signal & Telecom Engineer
Western Railway, Vadodara-390004.
For and on behalf of the President of India**

CHAPTER-7**List of Annexure & Forms****ANNEXURE-I****Typical installation of Earth for S&T Installation**

ANNEXURE-II**Typical Bonding and Earthing connection for S & T Equipments**

ANNEXURE-III

Certificate of no relative being an employee of Western Railway

I/We the under signed hereby solemnly declare and certify that I/ We do not have any of our relative/relatives employed in the western railway (Signal and Telecom department) except the names mentioned herein under:

1.....

2.....

3.....

and so on

Note:- Names , Designation , Name of office, Headquarter of the tenderer's relative in western railway (Signal and Telecom Department) to be mentioned by the tenderer/ tenderers in 1,2, 3 and so on above.

Signature of Tenderer / Tenderers

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ANNEXURE-IV**Certificate of Information regarding Employment/Partnership etc. of Retired Railway Employees with the tenderer****TABLE-A**

S No.	Information Sought	Whether 'Yes' or 'No'
1.	Is any retired Railway Engineer/Gazetted officer associated with the firm as detailed vide para 16(a) of GCC, April- 2022.	

Note: If the answer is 'Yes' above, comply the condition as per para 16(a) of part I of GCC, November 2018 as per Table-'B' below. If the space is left blank in Table "A" it will presumed as 'NO' by Default.

TABLE-B

Sl.No	Name	Type of association with the tenderer	Date of Retirement from the service	Post held at the time of retirement	Particulars of permission taken for association with the tenderer	Any other information linked with para 16(a) of part I of GCC, Nov 2018

If answer is 'Yes' in Table 'A', details at Table-'B'; is not entered, the tender offer shall be rejected.

SIGNATURE OF TENDERER WITH STAMP.....

Annexure –V

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

I..... (Name and designation)** appointed as the attorney/authorized signatory of the tenderer (including its constituents),

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

1. I/we the tenderer (s) am/are signing this document after carefully reading the contents.

2. I/We the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.

3. I/we hereby declare that I/we have downloaded the tender documents from Indian Railway website www.ireps.gov.in. I/we have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of work or final payment of the contract, the master copy available with the railway Administration shall be final and binding upon me/us.

4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.

5. I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.

6. I/We declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.

7. I/we certify that I/we the tenderer(s) is/are not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of submission of bids, either in individual capacity or as a HUF/ member of the partnership firm/LLP/JV/Society/Trust.

8. I/we understand that if the contents of the certificate submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the Bid Security besides banning of business for a period of up to five year. Further, I/we (insert name of the tenderer) ** and all my/our constituents understand that my/our offer shall be summarily rejected.

9. I/we also understand that if the contents of the certificate submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of Bid Security/Security Deposit and Performance guarantee besides any other action provided in the contract including banning of business for a period of up to five year.

10. I/We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I am/We are not from such a country or, if from such a country, have been registered with the competent Authority. I/We hereby certify that I/we fulfil all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed)

AND SIGNATURE

SEAL

THE TENDERER

OF

Place:

Dated:

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

This certificate is to be given by each member of JV or Partners of Partnership Firm/LLP/etc.

ANNEXURE-V(A)
Reference – Para 6.1 of ITT

(This certificate is to be given by attorney/authorized signatory/each member of Partnership Firm/Joint Venture (JV)/Hindu Individual Family (HUF)/Limited Liability Partnership (LLP) etc.)

I/We.....(Name), attorney/authorized signatory of the(constituent firm/constituent partner) and member/partner of the.....(tendering firm) hereby solemnly affirm and state as under –

1. I/We certify that (constituent firm/constituent partner) is/are not blacklisted or debarred by Railway or any other Ministry/Department of Gov. of India from participation in tender on the date of submission of bids, either in individual capacity or as a HUF/member of partnership firm/LLP/JV/Society/Trust.
2. I/We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I am/We are not from such a country or, if from such a country, have been registered with the competent authority. I/We hereby certify that I/We fulfil all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed).

SEAL AND SIGNATURE
OF THE CONSTTUENT FIRM/CONSTITUENT PARTENER

Place:

Dated:

ANNEXURE – VI

TENDERER'S CREDENTIALS (BID CAPACITY)

RAILWAY

For tenders having advertised value more than **Rs 10 crore** wherein eligibility criteria includes bid capacity also, the tenderer will be qualified only if its available bid capacity is equal to or more than the total bid value of the present tender. The available bid capacity shall be calculated as under:

$$\text{Available Bid Capacity} = [A \times N \times 2] - 0.33 \times N \times B$$

Where,

A = Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender), taking into account the completed as well as works in progress.

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

B = Existing commitment and balance amount of ongoing works with tenderer as per the prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to tenderer but yet not started upto the date of inviting of tender.

Note:

(a) The Tenderer(s) shall furnish the details of -

(i) Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender) for calculating A, and

(ii) Existing commitments and balance amount of ongoing works with tenderer as per the prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to tenderer but yet not started upto the date of inviting of tender for calculating B. In case of no works in hand, a 'NIL' statement should be furnished. The submitted details for (i) and (ii) above should be duly verified by Chartered Accountant.

(b) In case if a bidder is JV, the tenderer(s) must furnish the details of

(i) Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender) by each member of JV for calculating A, and

(ii) Existing commitments and balance amount of ongoing works with each member of JV either in individual capacity or as a member of other JV as per the prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to each member of JV either in individual capacity or as a member of other JV but yet not started upto the date of inviting of tender for calculating B. In case of no works in hand, a 'NIL' statement should be furnished.

The submitted details for (i) and (ii) above should be duly verified by Chartered Accountant.

(c) Value of a completed work/work in progress/work awarded but yet not started for a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying his/her compliance to the above mentioned bid capacity in the tender under consideration.

(d) The arithmetic sum of individual "bid capacity" of all the members shall be taken as JV's "bid capacity".

(e) In case, the tenderer/s failed to submit the above statement along with offer, their/his offer shall be considered as incomplete and will be rejected **summarily**.

(f) The available bid capacity of tenderer shall be assessed based on the details submitted by the tenderer. In case, the available bid capacity is lesser than estimated cost of work put to tender, his offer shall not be considered even if he has been found eligible in other eligibility criteria/tender requirement.

Instructions to Tenderers

(Bid Security)

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

Name of the Bank: -----

President of India,

Acting through,

..... Railway,

Beneficiary: Railway

Date:.....

Bank Guarantee Bond No.:

Date:-----

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

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

AND

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

1. KNOW ALL MEN that by these present that I/We the undersigned [***Insert name(s) of authorized representatives of the Bank***], being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay to the Railway full amount in the sum of **[Insert required Value of Bid Security]** as above stated.

2. The Bank undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway on the Bank shall be final, conclusive and binding, absolute and unequivocal on the Bank notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Bidder or Bank.

3. The Bank shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the Bidder and without the Railway being required to show grounds or give reasons for its demand of the amount so demanded.

4. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.

5. The Bank agrees that no change, addition, modifications to the terms of the Bid document or to any documents, which have been or may be made between the Railway and the Bidder, will in any way absolve the Bank from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification made by Railway at any time.

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

7. The Bank Guarantee is unconditional and irrevocable.

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

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

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

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

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

Date

.....

Place.....

Bank's Seal and authorized signature(s)
[Name in Block letters]

.....

[Designation with Code

No.].

[P/Attorney] No.

Witness:

1. Signature, Name & Address & Seal

2. Signature, Name & address & Seal

Bank's Seal

[P/Attorney]No.

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

Annexure –VIB

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

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

NAME OF BIDDER/JV PARTNER:

Annual Contractual Turnover Data for the Previous 3/4 Years (Contractual Payment only)			
YEAR	AMOUNT CURRENCY	EXCHANGE RATE	INDIAN NATIONAL RUPESS EQUIVALENT
Average Annual Contractual Turnover for last 3 years			

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

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

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

SEAL AND SIGNATURE OF THE BIDDER

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

(Signature of Chartered Accountant)

Name of CA:_____

Registration No: _____

(Seal)

ANNEXURE – VII

Reference Para 17(B)

Registered Acknowledgement Due

PROFORMA FOR TIME EXTENSION

No. _____ Dated: _____

Sub: (i) _____ (name of work).

(ii) Acceptance letter no.

(iii) Understanding/Agreement no.

Ref: _____ (Quote specific application of Contractor for extension to the date received)

Dear Sir,

1. The stipulated date for completion of the work mentioned above is _____. From the progress made so far and the present rate of progress, it is unlikely that the work will be completed by the above date (or 'However, the work was not completed on this date').

2. Expecting that you may be able to complete the work if some more time is given, the competent authority, although not bound to do so, hereby extends the time for completion from _____ to _____.

3. Please note that an amount equal to the liquidated damages for delay in the completion of the work after the expiry of _____ (give here the stipulated date for completion with/without any penalty fixed earlier) will be recovered from you as mentioned in Clause 17-B of the Standard General Conditions of Contract for the extended period, notwithstanding the grant of this extension. You may proceed with the work accordingly.

4. The above extension of the completion date will also be subject to the further condition that no increase in rates on any account will be payable to you.

5. Please intimate within a week of the receipt of this letter your acceptance of the extension of the conditions stated above.

6. Please note that in the event of your declining to accept the extension on the above said conditions or in the event of your failure after accepting or acting upto this extension to complete the work by _____ (here mention the extended date), further action will be taken in terms of Clause 62 of the Standard General Conditions of Contract.

Yours faithfully**For and on behalf of the President of India**

ANNEXURE – VIIA

(Reference Clause 40(A)

Registered Acknowledgement Due

**PROFORMA OF 14 DAYS NOTICE FOR OFFLOADING OF PART OF CONTRACT
WORK****RAILWAY****(Without Prejudice)**To,
M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

In spite of repeated instructions to you by the subordinate offices as well as by this office through various letters of even no. _____, dated _____; you have failed to show adequate progress of work so as to complete the contract within the original / extended date of completion of contract and part(s) of contract work are yet to be started/ still lagging behind the agreed program of work, listed as under:

(Details of part(s) of work which is delayed and can be executed independently, to be mentioned).

2. Your attention is invited to this office/Chief Engineer's office letter no. _____, dated _____ in reference to your representation, dated _____.

3. As you have failed to abide by the instructions issued to commence the work /to show adequate progress of work, you are hereby given 14 days' notice in accordance with Clause 40A of the Standard General Conditions of Contract to deploy adequate resources i.e. *(the details of resource requirement, to be mentioned)* and commence / to make good the progress for part(s) of works detailed above, failing which action as provided in Clause 40A of the Standard General Conditions of Contract shall be commenced after expiry of 14 days' notice period viz. to offload few/ all part(s) of work mentioned above to any of the existing or new contractor without your participation and at your Risk & Cost, not exceeding the value of Performance Guarantee of this contract, which may please be noted.

Kindly acknowledge receipt.

Yours faithfully**For and on behalf of the President of India**

ANNEXURE – VIIB

(Reference Clause 40(A))

Registered Acknowledgement Due

NOTICE FOR PART OF CONTRACT WORK OFFLOADED**RAILWAY****(Without Prejudice)**

To,

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

1. Fourteen days' notice under Clause 40A of the Standard General Conditions of Contract was given to you under this office letter of even no., dated _____; but you have taken no/inadequate action to deploy adequate resources to commence the part(s) of work/show adequate progress of the part(s) of work, mentioned therein.

As you have failed to abide by the instructions issued to commence the part(s) of work/show adequate progress of the part(s) of work even at the lapse of 14 days' notice period under Clause 40A of the Standard General Conditions of Contract, few part(s) of the work under the contract have been offloaded and being executed by other mode(s) at the cost detailed below:

Or,

1. Please refer your request letter no..... dated, wherein it was requested under clause 40 A of the Standard General Conditions of Contract to offload part(s) of works at your risk & cost. The details of part(s) of the work under the contract which have been offloaded and being executed by other mode(s) at the cost detailed below:

(List of Part(s) of work offloaded, Details of mode of execution of such offloaded work along with approximate cost thereof to be mentioned).

2. The final measurement of work(s) already executed for above part(s) of work recorded as per Clause 45 (A) or/and 45 (B) of the Standard General Conditions of Contract is enclosed herewith.

3. The Bill(s) of Quantities for Part(s) of work offloaded is enclosed herewith.

4. The additional cost in execution of offloaded work through mode(s) mentioned in Para (1) above is determined as Rs. _____, over & above the cost of execution under this contract (including the PVC amount payable as per contract, as on the date of issue of this notice). This additional cost shall be recovered from your next on account bill(s) or any other dues payable to you under contract.

5. The Contract value gets reduced to Rs.....:

6. You are requested to continue with the balance work in the contract subsequent to offloading of above part(s) of work.

Kindly acknowledge receipt.

Yours faithfully**For and on behalf of the President of India**

ANNEXURE – VIII

Reference Para 60.(2)

CERTIFICATE OF FITNESS

1. (a) Serial Number _____
(b) Date _____
2. Name of person examined _____
3. Father's Name: son/daughter of _____
Residing at _____
4. Sex _____
5. Residence: _____

6. Physical fitness
7. Identification marks _____
8. Date of birth, if available, and/or certified age _____

I certify that I have personally examined (name) _____ who is desirous of being employed in a factory or on a work requiring manual labour and that his/her age as nearly as can be ascertained from my examination, is _____ years.

I certify that he/she is fit for employment in a factory or on a work requiring manual labour as an adult/child.

9. Reasons for :
(a) Refusal to grant certificate, or _____
(b) Revoking the certificate _____

Signature or left hand

Thumb impression of the person examined.

Signature of Certifying Surgeon

Note: In case of physical disability, the exact details and cause of the physical disability should be clearly stated.

ANNEXURE – IX

(Reference Clause 62.(1)
Registered Acknowledgement Due

**PROFORMA OF 7 DAYS NOTICE FOR WORKS AS A WHOLE/ IN PARTS
(DETAILS OF PART OF WORK TO BE MENTIONED)**

_____ **RAILWAY**

(Without Prejudice)

To

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

In spite of repeated instructions to you by the subordinate offices as well as by this office through various letters of even no. _____, dated _____; you have failed to start work/show adequate progress and/or submit detailed programme for completing the work/ part of work (details of part of work to be mentioned).

2. Your attention is invited to this office/Chief Engineer's office letter no. _____, dated _____ in reference to your representation, dated _____.

3. As you have failed to abide by the instructions issued to commence the work /to show adequate progress of work you are hereby given 7 days' notice in accordance with Clause 62 of Standard General Conditions of Contract to commence works / to make good the progress, failing which further action as provided in Clause 62 of the Standard General Conditions of Contract viz. to terminate your Contract and complete the balance work without your participation will be taken.

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

ANNEXURE – X

Reference Para 62(1)

Registered Acknowledgement Due

PROFORMA OF 48 HRS. NOTICE FOR WHOLE WORK

RAILWAY

(Without Prejudice)

To

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

Seven days' notice under Clause 62 of Standard General Conditions of Contract was given to you under this office letter of even no., dated _____; but you have taken no action to commence the work/show adequate progress of the work.

2. You are hereby given 48 hours' notice in terms of Clause 62 of Standard General Conditions of Contract to commence works / to make good the progress of works, failing which and on expiry of this period your above contract will be rescinded and the work under this contract will be carried out independently without your participation and your Security Deposit shall be forfeited and Performance Guarantee shall also be encashed and any other consequences which may please be noted.

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

ANNEXURE – XI

Reference Para 62.(1)

Registered Acknowledgement Due

PROFORMA OF TERMINATION NOTICE

RAILWAY

(Without Prejudice)

No. _____

Dated _____

To

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

Forty eight hours (48 hrs.) notice was given to you under this office letter of even no., dated _____; but you have taken no action to commence the work/show adequate progress of the work.

Since the period of 48 hours' notice has already expired, the above contract stands rescinded in terms of Clause 62 of Standard General Conditions of Contract and the balance work under this contract will be carried out independently without your participation. Your participation as well as participation of every member/partner in any manner as an individual or a partnership firm/JV is hereby debarred from participation in the tender for executing the balance work and your Security Deposit shall be forfeited and Performance Guarantee shall also be encashed.

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

ANNEXURE – XII

Reference Para 62.(1)

Registered Acknowledgement Due

PROFORMA OF 48 HRS. NOTICE FOR PART OF THE WORK.....**(DETAILS OF PART OF WORK TO BE MENTIONED)****_____ RAILWAY**

(Without Prejudice)

To

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

1. Seven days' notice under Clause 62 of Standard General Conditions of Contract was given to you under this office letter of even no., dated _____; but you have taken no action to commence the work/show adequate progress of the part of work.....(details of part to be mentioned).
2. You are hereby given 48 hours' notice in terms of Clause 62 of Standard General Conditions of Contract to commence works / to make good the progress of works, failing which and on expiry of this period your above part of work..... (Details of part to be mentioned) in contract will be rescinded and the work will be carried out independently without your participation.
3. Your full Performance Guarantee for the contract shall be forfeited and you shall not be issued any completion certificate for the contract. However, no additional Performance Guarantee shall be required for balance of work being executed through the part terminated contract.
4. The contract value of part terminated contract shall stands reduced to

Kindly acknowledge receipt.

Yours faithfully**For and on behalf of the President of India**

ANNEXURE – XIII

Reference Para 62.(1)

Registered Acknowledgement Due

**PROFORMA OF TERMINATION NOTICE FOR PART OF THE WORK.....
(DETAILS OF PART OF WORK TO BE MENTIONED)****RAILWAY**

(Without Prejudice)

No. _____

Dated _____

To

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

1. Forty eight hours (48 hrs.) notice was given to you under this office letter of even no., dated _____; but you have taken no action to commence the work/show adequate progress of the part of work.....(details of part to be mentioned).
2. Your above part of work in contract(details of part to be mentioned) stands rescinded in terms of Clause 62 of Standard General Conditions of Contract and the same will be carried out independently without your participation. Your participation as well as participation of every member/partner in any manner as an individual or a partnership firm/JV is hereby debarred from participation in the tender for executing the balance work
3. Your full Performance Guarantee for the contract shall be forfeited and you shall not be issued any completion certificate for the contract. However, no additional Performance Guarantee shall be required for balance of work being executed through the part terminated contract.
4. The contract value of part terminated contract stands reduced to

Kindly acknowledge receipt.

Yours faithfully**For and on behalf of the President of India**

ANNEXURE – XIV

Reference Para 48.(3)

FINAL SUPPLEMENTARY AGREEMENT

1. Articles of agreement made this day _____ in the year _____ between the President of India, acting through the _____ Railway Administration having his office at _____ herein after called the Railway of the one part and _____ of the second part.

2. Whereas the party hereto of the second part executed an agreement with the party hereto of the first part being agreement Number _____ dated _____ for the performance _____ herein after called the 'Principal Agreement'.

3. And whereas it was agreed by and between the parties hereto that the works would be completed by the party hereto of the second part on _____ date last extended and whereas the party hereto of the second part has executed the work to the entire satisfaction of the party hereto of the first part.

4. And whereas the party hereto of the first part already made payment to the party hereto of the second part diverse sums from time to time aggregating to ₹ _____ including the Final Bill bearing voucher No. _____ dated _____ of value _____ duly adjusted as per price variation clause, if applicable (the receipt of which is hereby acknowledged by the party hereto of the second part in full and final settlement of all his /its claims under the principal agreement.

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

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

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

Or

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

And whereas the party hereto of the second part have received sum of ₹ _____ through various On Account Bills (the receipt of which is hereby acknowledged by the party thereto of the second part) from the party hereto of the first part and party hereto of the second part have accepted final measurements recorded on Page No..... to Page No.... of Measurement Book No.....and corresponding Final Bill duly adjusted as per

price variation clause (PVC), if applicable, for full and final settlement of all his/its disputed claims under principal agreement.

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

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

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

Signature of the Contractor/s

for and on behalf of the President of India

Witnesses

ADDRESS: _____

ANNEXURE-XV

Reference Para 64.3 & 64.6

Agreement towards Waiver under Section 12(5) and Section 31A (5) of Arbitration and Conciliation (Amendment) Act

I/we..... (Name of agency/Contractor) with reference to agreement no..... raise disputes as to the construction and operation of this contract, or the respective rights and liabilities, withholding of certificate and demand arbitration in respect of following claims :

Brief of claim:

- (i) Claim 1- Detailed at Annexure-
- (ii) Claim 2 –
- (iii) Claim 3 –

I/we..... (post of Engineer) with reference to agreement no..... hereby raise disputes as to the construction and operation of this contract, or the respective rights and liabilities, withholding of certificate and demand arbitration in respect of following claims:

I/we.....do/do not agree to waive off applicability of section 12(5) of Arbitration and Conciliation (Amendment) Act.

Signature of Claimant_____ Signature of Respondent

Agreement under Section 31(5)

I/we..... (Name of claimant) with reference to agreement no..... hereby waive off the applicability of sub section 31-A (2) to 31-A (4) of the Arbitration and Conciliation (Amendment) Act. We further agree that the cost of arbitration will be shared by the parties as per Clause 64(6) of the Standard General Conditions of Contract.

Signature of Claimant_____
Respondent_____

Signature of

*Strike out whichever not applicable.

ANNEXURE-XVI

Reference Para 64.(3)

**Certification by Arbitrators appointed under Clause 63 & 64 of Indian Railways
General Conditions of Contract**

1. Name:
2. Contact Details:
3. Prior experience (Including Experience with Arbitrations):
4. **I do not have more than ten on-going Arbitration cases with me.**
5. I hereby certify that I have retired from Railways w.e.f. _____ and empanelled as Railway Arbitrator as per 'The Arbitration and Conciliation Act- 1996'.
6. I have no any past or present relationship in relation to the subject matter in dispute, whether financial, business, professional or other kind.
Or
I have past or present relationship in relation to the subject matter in dispute, whether financial, business, professional or other kind. The list of such interests is as under:
7. I have no any past or present relationship with or interest in any of the parties whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to my independence or impartiality in terms of The Arbitration and Conciliation Act-1996.
Or
I have past or present relationship with or interest in any of the parties whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to my independence or impartiality in terms of The Arbitration and Conciliation Act-1996. The details of such relationship or interests are as under:
8. There are no concurrent Circumstances which are likely to affect my ability to devote sufficient time to the arbitration and in particular to finish the entire arbitration within twelve months.

Or

There are Circumstances which are likely to affect my ability to devote sufficient time to the arbitration and in particular to finish the entire arbitration within twelve months. The list of such circumstances is as under:

Annexure XVII

Format for Self Certification regarding Local Content (LC) for Telecom Product, Services or Works

Date:

-----S/o, D/o, W/o ----- Resident of -----

-----do hereby solemnly affirm and declare as under:

That I agree to abide by the terms and conditions of Department of Telecommunications, Government of India issued vide Notification No: -----dated -----
--

That the information furnished hereinafter is correct to best of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any other authority so nominated by the Department of Telecommunications, Government of India for the purpose of assessing the LC.

That the LC for all inputs which constitute the said Telecom Product/Services/Works has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the LC of the Telecom Product/Services/Works mentioned herein is found to be incorrect and not meeting the prescribed LC norms, based on the assessment of an authority so nominated by the Department of Telecommunications, Government of India and I will be liable as under clause 9 (f) of **Public Procurement (Preference to Make in India) Order 2017**.

I agree to maintain all information regarding my claim for LC in the Company's record for a period of 2 years and shall make this available for verification to any statutory authorities.

(i) Name and details of the Local supplier (Registered Office, Manufacturing unit location, nature of legal entity)

(ii) Date on which this certificate is issued.

(iii) Telecom Product/Services/Works for which the certificate is produced

(iv) Procuring agency to whom the certificate is furnished.

(v) Percentage of LC claimed

(vi) Name and contact details of the unit of the manufacturer.

(vii) Sale Price of the product.

(viii) Ex-Factory Price of the product

(ix) Freight, insurance and handling

(x) Total Bill of Material.

(xi) List and total cost value of inputs used for manufacture of the Telecom Product/Services/Works.

(xii) List and total cost of inputs which are locally sourced. Please attach LC certificates from local suppliers, if the input is not in-house.

(xiii) List and cost of inputs which are imported, directly or indirectly.

For and on behalf of ----- (Name of firm/entity)

Authorized signatory (To be duly authorized by the Board of Directors)

FORMAT-1**REQUISITION-CUM-RECEIPT FOR THE MATERIAL**

Requisition-cum-receipt for the material Sr.No. _____

Date:

(A) Please arrange to supply the bearer _____

_____ **Description of materials****required**

Qty	Nos.	in words	in figures

at (place of supply) _____ Station _____

for sub-section between Km. _____ to Km. _____

against Contract no. _____

Signature of the
Contractor/Contractors_____
(Specimen signature)

(B) Received the above material Qty. _____

(fig) _____ as mentioned above.

On _____ received in good condition and I/We undertake the responsibility for replacement / payment of/ for the same as shall be deemed fit by the Railway in terms of Special Conditions

Station: Signature of the Contractor(s)

Date:

FORMAT-2**TENDER NO. .****INDEMNITY BOND**

Indemnity Bond for safe custody of Railway material to be supplied to
M/s. _____ under Tender
no. _____

We, M/s. _____ (hereinafter called the
Contractor) do hereby undertake that we shall hold in our custody for and on behalf of
the President of India acting in the premises through the General Manager, Western
Railway or for him all Railway materials which have been handed over to us against the
contract for Tender no. _____ dtd. _____ for the work of
" _____ "

by the Railway for the purpose of execution of the said contract until such time the
materials are duly installed and/or erected or otherwise handed over to the Railway.

We shall be entirely responsible for the safe custody and protection of the said
materials against all risk till they are duly delivered as installed and/or erected
equipment to the Railway or as directed otherwise and shall indemnify the Railway
against any loss, damage or deterioration whatsoever in respect of the said materials.
Any Officer authorized by the General Manager, Western Railway or his nominee shall
at all time open the said materials to Inspection.

Should any loss, damage or deterioration of materials occur or surplus materials
disposed off and a refund becomes due, the Railway shall be entitled to recover from
us the full cost and compensation determined in terms of the contract 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 thereafter becomes due to us under the said or any other contract.

In the event of any loss or damage as aforesaid the assessment of such loss or
damage and the assessment of the compensation there for would be made by the
President of India acting through the General Manager, Western Railway or his
authorized nominee shall be final and bind upon us.

Signed at _____

on this day of _____

Signature of Witness: _____

for & on behalf of _____

M/s. _____

**Name of Witness in
BLOCK LETTERS**

ADDRESS:

FORMAT-3

PROFORMA FOR BANK GUARANTEE BOND

**To,
The President of India,
Acting through
Senior Divisional Finance Manager
Western Railway,
Pratapnagar, Vadodara-390004**

In consideration of the President of India (hereinafter called "the Government") having agreed to accept from.....(hereinafter called "the said contractor/s"), under the terms and conditions of an Agreement/Acceptance letter datedmade between.....and(hereinafter called "the said Agreement") the Performances Guarantee for the due fulfillment by the Contractor/s of the terms and conditions in the said Agreement on production of Bank Guarantee for Rs.....(Rupees.....only) we,.....(indicate the name of Bank thereafter referred to as "the Bank") at the request ofcontractor/s do hereby undertake to pay the government an amount not exceeding Rs.....against any loss or damage caused to or suffered by or would be caused to or suffered by the Government by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

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

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

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

5. We,..... (indicate the name of the bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of terms

and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone from any time or from time to time any of the powers exercisable by the Government against the said contract and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, extension being granted to the contractor/s for any forbearance act or commission on the part of the Government or indulgence by the Government to the said contractor/s or such any matter or thing whatsoever which under the law relating to sureties would , but for this provision, have effect of so relieving us.

6. This Guarantee will not be discharge due to the change in the constitution of the bank or the Contractor(s)/Suppliers(s)

7. We,.....(indicate the name of Bank).....undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Date this.....day of2026

Signature of Tenderer

For
(Indicate the name of Bank)
(Under Rubber stamp of name,
Designation & code No. of
Authorized signatories)

FORMAT- 4**STATEMENT OF DEVIATIONS
PROFORMA FOR STATEMENT OF DEVIATIONS**

Sr. No.	Chapter	Para No.	Railway Clause	Proposed Clause	Reason / Remarks for deviation

Note Where there is no deviation, the statement should be returned duly Signed with an endorsement indicating no deviations.

Signature of Tenderer(s)

FORMAT-5**TECHNICAL CREDENTIALS**

(Only for the eligible completed similar single work)

For the most eligible completed similar single works, tenderers shall have to submit following details along with tender duly attested by tenderer; otherwise the railway reserves the right to reject such tender. Tenderer shall also enclose relevant certificate/documents issued by concerned authority in this regard.

- | | |
|--|-----|
| 1. Name of work. | : - |
| 2. Contract awarding Authority. | : - |
| 3. Contact Agreement No. | : - |
| 4. Name of the firm | : - |
| 5. Date of award | : - |
| 6. Original value of contract | : - |
| 7. Original date of completion. | : - |
| 8. (a) Whether work has been physically completed | : - |
| (b) Actual date of completion. | |
| 9. Final value of contract | : - |
| 10. Whether worked as a main contractor | : - |
| 11. Whether worked in the individual capacity or in a joint venture. | : - |
| 12. If the work was executed as a joint venture firm, the share of each partner to be given. | : - |
| 13. Brief scope of work | : - |

FORMAT-6

TURNOVER

The tenderer is required to submit the turnover details for the last three years and the current financial year. Tenderer shall also enclose relevant certificate/documents issued by concerned authority in this regard.

S N**TURNOVER DETAILS**

- | | | | |
|----|--|----|--------|
| 1. | Previous 7 th Financial Year | -: | |
| | Previous 6 th Financial Year | -: | |
| | Previous 5 th Financial Year | | |
| | Previous 4 th Financial Year | | |
| | Previous 3 rd Financial Year | -: | |
| | Previous 2 nd Financial Year | | |
| | Previous 1 st Financial Year | -: | |
| | Current Financial Year till the date of opening of the tender | -: | |
| | Grand Total | | |
| 2. | Whether the certificate issued for the turnover amount is audited & certified by chartered accountant. | -: | YES/NO |
| 3. | Whether the turnover amount for which the certificate is issued is more than required as per the eligibility criteria of the tender. | -: | YES/NO |

Signature of Tenderer

FORMAT-7**WORK EXPERIENCE****List of Works Completed**

Description of Work	Organization for whom work executed	Approx. value of contract at the time of award	Date of award	Date of scheduled completion of work	Date of actual completion		Final value of contract
					Start	Completion	

FORMAT-8**List of Works in Hand**

Description of work	Organization for whom work being executed	Contract number /LoA with date	Contract Value	Physical / Financial progress of the work

FORMAT – 9

NEFT / RTGS MANDATE FORM

FROM:

Date:

Sub: Willingness to Receive Payment through NEFT / RTGS System.

We refer to the National Electronic Fund Transfer (NEFT) System for remittance of our payment using NEFT / RTGS SCHEME and confirm that we are agreeable to our payments being made through the above scheme to our under noted Account:

NAME OF ORGANISATION AND ADDRESS:

IFSC CODE :

MICR CODE :

BANK NAME :

BRANCH NAME :

BANK ADDRESS :

BRANCH TELE/FAX NO. :

ACCOUNT (CORE BANKING SYSTEM) NO.:

TYPE OF ACCOUNT :

We have agreed to accept all the terms and conditions of Electronic Fund Transfer System, as enclosed herewith. A Xerox copy of the cheque leaf is attached herewith for necessary action at your end.

Encl: As stated above.

**Signature and Stamp
Confirmed by Bank**

FORMAT-10

CHECK LIST

CHECK LIST OF ITEMS TO BE COMPLIED BY TENDERERS BEFORE SUBMITTING THEIR BIDS. THE TENDERER SHALL ENSURE THAT THE FOLLOWING ARE COMPILED BEFORE QUOTING THE RATES.

S. No.	Description	
1.	Payments towards the Cost of Tender Document have been paid/submit in proper form as per special condition.	
2.	Requisite Bid Security has been paid/submit in proper form as per special condition.	
3.	Rates have been quoted collectively for all schedule items as % Above/Below/At Par the NIT cost.	
4.	Document in support for Special technical eligibility criteria has been attached	
5.	Document in support Special financial eligibility criteria has been attached	
6.	The tenderer shall upload the all essential documents as per <i>General Instructions and commercial compliances.</i>	

FORMAT-11

POLICE VERIFICATION

Photo (of the
Applicant
signed by the
Contractor)

Sr. No.	Particulars	Details
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 the 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 the Applicant**Date -****Place -**

**Counter Signature
of Authorized Signatory
with Stamp**

“END OF TENDER DOCUMENT”