GOVERNMENT OF INDIA

NORTH WESTERN RAILWAY

SIGNAL & TELECOMMUNICATION

(AJMER DIVISION)

TENDER DOCUMENT

For the work of

"Ajmer Division- Strengthening of Railnet at Railway Colonies, ORH/Sub-ordinate rest house, Hospital/ Dispensaries, RPF Barrack, etc over Ajmer Division.

TENDER No. < SNT-AII-26-2025-26>

NORTH WESTERN RAILWAY

OFFICE OF THE
DIVISIONAL RAIL MANAGER (S&T)

AJMER DIVISION

Price: <Document Cost- Nil >

Signature Not Verified
Digitally signed by RAMAVATAR MEENA
Date: 2025.11.06 18:17:04 IST
Reason: IREPS-CRIS
Location: New Delhi

TENDER DOCUMENT

S.No.	INDEX	Page No.
1	TOP SHEET	
(A)	DETAILS TO BE FILLED IN BY RAILWAY	03
(B)	DETAILS TO BE FILLED IN BY TENDERER WHILE UPLOADING THEIR OFFER	04
(C)	CHECK LIST of DOCUMENTS ATTACHED WITH THE OFFER	05-10
(D)	PRECAUTIONS TO BE TAKEN FOR PREPARING LEGAL DOCUMENTS	11
(E)	COVERING NOTE FOR THE SPECIAL ATTENTION OF THE TENDERERS	12
2	PART-I, TENDER FORM (FIRST SHEET)	13-14
3	PART-II, GENERAL CONDITIONS OF THE TENDER, ANNEXURE- A TO E& ANNEXURE –I to XXXI	15-114
4	PART-III, SPECIAL CONDITIONS OF CONTRACT (GENERAL& TECHNICAL), APPENDIX-AA TO AG	115-134
5	BILL OF QUANTITIES	135-140
6	PART-IV, SCOPE OF WORK,TECHNICAL SPECIFICATIONS & INSTALLATION PRACTICES	141-164
7	PART-V, SAFETY PRECAUTIONS, ANNEXURE-XXXII	165-173

TENDER DOCUMENT
NORTH WESTERN RAILWAY
(TOP SHEET)

(A) Details to be filled in by Railway:

Mode of Tender	**E-Tender (Single Packet)** or (E-Reverse Auction Tender for >Rs 50.00 Cr.)*
Tender Notice No.	**SNT-AII-26-2025-26**
Full name of work	**"Ajmer Division- Strengthening of Railnet at Railway Colonies, ORH/Sub-ordinate rest house, Hospital/ Dispensaries, RPF Barrack, etc over Ajmer Division.**
Approx. cost	**Rs. 73922672.58**
Completion period	**270 Days**
Bid Security amount	**5,19,600/-**
Sale/availability of tender document on Rly. Website	Tender documents will be available on IREPS web site i.e. www.ireps.gov.in from ---------- **to ---------- upto 15:30 hrs**.
Last date/Time of upload of tenders	----------hours. Tender documents can be uploaded by the tenderer on IREPS web site w.e.f. ---------- to ----------
Date and time of opening of tender	---------- at **15:30 hours**(immediately after close of uploading of tender). In case of two packet system, Financial bids of the eligible tenderers would be opened subsequently on the date & time to be notified later on

*E-RA tender for >Rs 50.00 Cr. Works …Authority -RB letter no. 2017/Trans/01/Policy/Pt.-S dt.28.3.2018

(B) Details to be filled in by tenderer while uploading their offer:

1	Constitution of the firm/ Concern (Tick as applicable)	Sole Proprietorship/ Partnership Firm / Company/ JV/ Society/ LLP/ HUF
2	Full name of Sole Proprietorship/ Partnership firm/ Company/ JV/ Society/LLP/HUF (as the case may be)	
3	Year of formation/ incorporation	
4	PAN NO.	
5	Registered Office Address	
6	Address on which correspondence regarding this tender should be done	
7	Names of the Proprietor/ Partners/ JV members etc	
8	Contact No and e-mail id of authorized person under whose digital signature key tender document will be signed/uploaded on behalf of the tendering firm	

Note:

i) Special attention of tenderers is drawn to clause 16 of Part-II of "General Condition of Tender", tenderer must upload, the documents mentioned therein pertaining to constitution of firm/ concern.

Signature of the tenderer

Name of signatory_____.

(C) CHECK LIST
DOCUMENT ATTACHED WITH THE OFFER
(Only for the guidance to Tenderer)

SNo	Document/ Detail	Required in the form	Attached	
			Yes	No
Constitution of Firm documents (as required in terms of Clause 16 of the tender document)				
1	In case of Sole Proprietorship Concern	(i) Affidavit as per **Annexure –IX** Affidavit may be given. If not given As per para 14(ii)(a) of GCC-2022, 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.		
		Special power of Attorney to be submitted by sole proprietor firm as per proforma given in **Annexure XIV**(duly registered with the Registrar or notarized). (Not required if tender documents are submitted by proprietor himself as per (a) above)		
2	In case of a "Partnership Firm/Concern"	(i) Notary certified copy of the Partnership Deed.		
		(ii) Document(s) in support of Registration of firm with Registrar of firms which includes Certificate of registration and Register of firm (Form No. may vary from State to State) (as applicable) etc. issued by Registrar of firms.		
		(iii) Notarised/Registered Power of Attorney /in favour of the individual signing the tender document authorized by all the partners to act on behalf of the firm and create liability against the Firm. (Standard Performa as per **Annexure-XIII** is enclosed for guidance)		
		(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 opening of bids, either in their individual capacity or in any firm in which they were / are partners. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract. **Note:** Authorisation given in POA only will be considered irrespective of any authorization that may have given in Partnership Deed. In case of non-submission of POA or invalid POA, offer is		

		liable to be rejected.		
3	In case of a "JV Firm"	(i) A copy of Memorandum of Understanding (MoU) duly executed by the JV members on a stamp paper and notorized, 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. (as per pro forma given in **Annexure-X**)		
		(ii) Power of Attorney/authorization duly Notarised by all JV constituents, in favour of the individual under whose digital signature key the tender document shall be uploaded on behalf of JV for signing the tender document on behalf of the JV(Standard Performa as per **Annexure-X(A)**		
3 (a)	In case one or more of the members of the JV Firm is/are Partnership Firm(s), following documents shall be submitted:	(i) Notary certified copy of the Partnership Deed. Document(s) in support of registration of firm with registrar of firms viz. Certificate of registration and Register of firm (Form No. may vary from State to State) etc. issued by registrar of firms.		
		(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, (Standard Performa as per **Annexure-XI**)		
		(iii)A copy of Power of Attorney **(duly notarized/registered)** in favour of the individual to sign the MOU/JV Agreement on behalf of the partnership firm and create liability against the firm.(Standard Performa as per **Annexure-XVIII**) **Note**: Authorisation given in POA only will be considered irrespective of any authorization that may have given in Partnership Deed. In case of non-submission of POA or invalid POA, offer is liable to be rejected.		
3(b)	In case one or more of the members of the JV Firm is/are Proprietary Firm or HUF, following documents shall be submitted:	(i) A copy of notarized affidavit on Stamp Paper declaring that his/her Concern is a Proprietary Concern and he/she is sole proprietor of the Concern OR he/she is in position of "KARTA" of Hindu Undivided Family (HUF) and he/she has the authority, power and consent given by other partners to act on behalf of HUF. (Standard Affidavit as per **Annexure-IX A**)		
		(ii) A copy of Special Power of Attorney to be submitted by Sole Proprietor or HUF participating as member of JV firm as per proforma given in **Annexure-XII**(duly registered with the Registrar or notarized).		

3(c)	In case one or more members of JV is/are Limited 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 (Standard Performa as per **Annexure-XVII**)		
		(ii) Copy of Memorandum and Articles of Association of the Company		
		(iii) 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 (Standard Performa as per **Annexure-XII**).		
3(d)	In case one or more members of JV is/are LLP firm, the following documents shall be submitted/uploaded	(i) A notarised copy of certificate of incorporation and LLP agreement. (ii) A notarised copy of resolution of the partners of LLP, permitting the LLP to enter into a JV agreement, authorising one of the partners of LLP to sign JV MOU/agreement and such other documents required to be signed on behalf of the LLP and to create liability against the LLP and/or to do any other act on behalf of LLP (Standard proforma as per **Annexure-XXIV**) (iii) A copy of authorisation/copy of power of attorney issued by the LLP (backed by resolution of partners) in favour of individual to sign the tender, sign MOU/JV agreement on behalf of the LLP and create liability against the LLP (Standard proforma as per Annexure **XXV**)		
4	In case of a "Company"	(i) Copies of the AOA/MOA (Article of Association/Memorandum of Association) of the Company; (ii) 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 (Standard Performa as per **Annexure-XV &XV-A**). (iv) An Undertaking that the company is not black listed or debarred by Railways or any other Ministry/Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which the company 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.		
5	In case of a "**Registered Society & Registered Trust**"	(i) Copy of the certificate of registration;		
		(ii) **Copy of** Deed of formation; and		
		(i) (iii) **Notarised** copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust. (Standard proforma as per **Annexure XXII**).		
6	**In case of LLP (Limited liability partnership)**	(i) A copy of LLP Agreement, (ii) A copy of Certificate of Incorporation; and (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 (Standard proforma as per Annexure **Annexure-XX, XXI**). (iv)An Undertaking that the LLP is not black listed 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 JV in which the LLP was/is a member. Concealment/wrong information in regard to above shall make the contract liable for determination under clause 62 of the General Conditions of contract.		
6 (A)	In case of 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(Standard proforma as per **Annexure XXVIII**). (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.		
Other important documents				
7	**Technical Eligibility Criteria:-**	Completion/Performance Certificate in support of 30/40/60% (as the case may be) similar nature of work as per **Annexure III/III(A)/III(B)** clause 16.0 (c) of tender document.		

8	**Financial Eligibility Criteria:-**	**Contractual payment received as per:** • **Annexure-VIII,** if contractual payments received are based on Audited Balance Sheets duly certified by Chartered Accountant. OR 1. **Annexure- VIII(A),** if contractual payments received from concerned Department / Client based on Form 26AS/16A from IT TRACES duly certified by Chartered Accountant to judge the 150% payment received as per clause 16.0 (k) of tender document.		
10	**Annexure-I**	Declaration regarding constitution of firm& Bank Details. **Mandatory**		
11	**Annexure II&IIA**	**Mandatory** Certificate to be submitted by tenderer along with the tender documents.		
12	**Annexure-III/III(A)/III(B)**	Works executed during last 7 years ending last day of the month previous to the one in which tender is invited.		
13	**Annexure-IV(A)/IV(B)/IV(C)**	Performa of Completion Certificate		
14	**Annexure-V**	Work in Hand - in support of Bid Capacity **(Mandatorily for tender value more than Rs.20 crore)**		
15	**Annexure-VI**	Plant and Machinery		
	Annexure-VI(A)	Performa of Bid Security Bank Guarantee bond		
	Annexure-VI(B)	Performa Joint Venture Annual contractual turnover		
16	**Annexure-VII**	Engineers/Personnel		
17	**Annexure-VIII or VIII(A)**	• Detail of Contractual Payment received in previous three financial years and the current financial year as per detail at • **Annexure- VIII,** if contractual payments received are based on Audited Balance Sheets duly certified by Chartered Accountant. OR 2. **Annexure- VIII(A),** if contractual payments received from concerned Department / Client based on Form 26AS/16A from IT TRACES duly certified by Chartered Accountant.		
18	**Annexure-XIX or XIX(A)**	Contractual payment received in last three years -in support of Bid Capacity(Mandatorily for tender value more than Rs.20 crore) **Annexure- XIX** if contractual payments received are based on Audited Balance Sheets duly certified by Chartered Accountant. OR		

		3. **Annexure- XIX(A),** if contractual payments received from concerned Department / Client based on Form 26AS/16A from IT TRACES duly certified by Chartered Accountant.		
19	**Annexure XXIII**	Mandatory undertaking Regarding Employment/ Partnership of Retired Railway Employees		
20	**Annexure-XXVI& XXVII**	If tender is submitted by Existing or newly formed Partnership Firm, relevant **Annexure XXVI and XXVII** as declaration to be submitted by the tenderer along with tender document.		
21	**Detail of EI system being offered, if required as per tender document**	Submission of "Under taking by the tenderer" that the equipment for EI shall be procured from RDSO approved sources and installation, testing and commissioning of EI shall be got done from the same source including after sale support required during the warranty period.	**to be made mandatory (if applicable)**	

Note:- Documents related to technical eligibility criteria i.e Annexure- I to Annexure-XXVIII (as Applicable) are required to be uploaded by tenderer along with Technical bid.

(D) PRECAUTIONS TO BE TAKEN FOR PREPARING LEGAL DOCUMENTS (For guidance to Tenderer):

1. Non Judicial stamp paper

(i) Should have been purchased in the name of the Company/firm/executants

(ii) Should be purchased from the Place/State where the document is being executed.

(iii) Values of the non judicial stamp paper (NJSP) should be as mentioned in Tender conditions, where value of NJSP is not mentioned in the tender conditions, value of NJSP should as per the law of the state in which the document is being executed.

(iv) Date of purchase of Non Judicial stamp paper should be prior from the date of execution of document.

2. Signature on the document

(i) The document should be signed on each page and also at the appropriate place meant for signature of executants/deponent.

(ii) Signatory/executants should ensure that on the date of signing the document he/she has valid authority/attorney in his/her favour for signing.

(iii) In affidavit declaration clause as well as verification clause both should be signed by deponent/executants.

(iv) Where the document requires witnessing, it should be duly signed by witnesses along with their names and addresses.

(v) On Power of Attorney, signatures of the Attorney holder should also be got done and attested by executants.

3. Format of the document

(i) Where the format has been prescribed by the Railway, the document should be executed in that format.

(ii) Date and place of execution should always be mentioned on the document.

4. Notarization of document

(i) The document should be duly attested (signed and stamped) by notary public on each page.

(ii) The seal of the notary public should contain his name, area of practice and Registration number.

(iii) Notarial stamps of appropriate value should be affixed on the document

(E) COVERING NOTE FOR THE SPECIAL ATTENTION OF THE TENDERERS

1. The tenderers are requested to carefully peruse the Tender Documents, **and upload all requisite documents/credentials along with the offer. Scanned copy of the documents, uploaded by the tenderer shall be clear & readable. Documents submitted/uploaded previously or along with another tender currently under consideration SHALL NOT be considered while evaluating the present tender.**

2. The tenderer(s) shall visit the site of work and acquaint himself/themselves with the conditions of work viz. approach roads and accessibility, nature of soil/rock, availability of materials, electric power, water for work and drinking purposes, site for labour camps, stores, godowns, extent of lead/lift in work, availability of skilled and unskilled labour etc. that may be encountered in the course of execution of work. In short, he/they should familiarize himself/themselves fully with the conditions of the site and FURNISH A CERTIFICATE TO THIS EFFECT, in the Proforma appended as **Annexure-E.**

3. **FURTHER, OFFERED RATES SHOULD BE FILLED UP IN THE TENDER SCHEDULE at specified space. RATES OFFERED IN ANY OTHER PROFORMA/FORM WILL BE SUMMARILY REJECTED.**

4. To be opened at **15:30** hours on**---------- and** shall be uploaded along with the following documents:

(i) Bid Security: **5,19,600/-**
(ON LINE MODE/ Bank Guarantee Bond)

(ii) All other mandatory documents as listed in the document

5. Note:- Tenderer(s) to please note that after opening of tender, any document/credential pertaining to technical & financial eligibility, constitution of firm etc. shall neither be asked nor be entertained/ considered under any circumstances and no claim or representation whatsoever from the tenderer in this regard shall be entertained. Scanned copy of the documents, uploaded by the tenderer shall be clear & readable. However Railway reserves the right to seek any clarification on the documents/credentials already submitted by the tenderer along with the offer.

6. Each page of the tender papers will be treated as signed/ accepted by the tenderer(s) or such person(s) on his/their behalf who is/are legally authorized to sign for him/them.

7. The tenderer(s) may note that the Railway reserves its right to either accept or reject any Bid/s without assigning any reasons whatsoever and tenderer(s) shall have no claim(s) on this account.

8. Public Procurement (Preference to Make in India):- The tenderer shall complies with Public Procurement Policy order 2017.

9. Prospective tenderer(s) may contact Sr. DSTE/North Western Railway, Ajmer,(e-mail id srdste@aii.railnet.gov.in & phone-0145-2429038) for obtaining further clarifications, if required **during working hours**.

PART-I

NORTH WESTERN RAILWAY

TENDER FORM (First Sheet)

Tender No. **SNT-AII-26-2025-26.**

Name of Work :- **"Ajmer Division-Strengthening of Railnet at Railway Colonies, ORH/Sub-ordinate rest house, Hospital/ Dispensaries, RPF Barrack, etc over Ajmer Division.**

To,

The President of India Acting through the

Sr. DSTE/Dy. CSTE

North Western Railway

1. I/We _____ have read the various conditions to tender attached hereto and agree to abide by the said conditions. I/We also agree to keep this tender open for acceptance for a period of 60 days from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our "Bid Security". I/We offer to do the work for North Western Railway, at the rates quoted in the attached schedule and hereby bind myself/ourselves to complete the work in all respects within **270 days** from the date of issue of letter of acceptance of the tender.

2. I/We also hereby agree to abide by the Indian Railways Standard General Conditions of Contract April-2022, with all correction slips up-to-date and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by Railway in the annexed Special Conditions/Specifications, Schedule of Rates with all correction slips up-to-date for the present contract.

3. A Bid Security of **₹ 5,19,600/-** has already been deposited online/submitted as Bank Guarantee Bond. Full value of the Bid Security shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if:

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

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

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

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

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

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

Signature, Name & Address of Witnesses:

(1) _____

(2) _____

_____

Signature& Name of Tenderer(s)

Date _____

Address of the Tenderer(s)

_____

Part-II

GENERAL CONDITIONS OF THE TENDER

GENERAL CONDITIONS OF THE TENDER

TENDER FORM (Second Sheet)

1.	**Instructions to Tenderers and Conditions of Tender:** The following documents form part of Tender / Contract: (a) Tender Forms – First Sheet and Second Sheet (b) Special Conditions/Specifications (enclosed) (c) Bill(s) of quantities(enclosed) (d) Standard General Conditions of Contract-April 2022or latest and Standard Specifications (Works and Materials) of Indian Railways as amended/corrected upto latest correction slips, copies of which can be seen in the office of DRM (S&T) AJMER or obtained from the office of the Chief Engineer, North 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 DRM (S&T) AJMER or obtained from the office of the Principal Chief Signal & Telecom Engineer, North 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 DRM (S&T) AJMER and / or Principal Chief Signal & Telecom Engineer, North Western Railway at any time during the office hours. The drawings are only for the guidance of Tenderer(s). Detailed working drawings (if required) based generally on the drawing mentioned above, will be given by the Engineer or his representative from time to time.
3	The Tenderer(s) shall quote his / their rates as a percentage above or below or at par the total value of tender Standard Schedule of Rates(SSOR) of North Western Railway. The quantities shown in the attached Bill(s) of quantities are given as a guide and are approximate only and are subject to variation according to the needs of the Railway. The Railway does not guarantee work under each item of the Bill(s) of quantities. The tenderer(s) shall quote rates / rebates only at specified place in Tender Form supplied by Railway. Any revision of rates / rebates submitted (quoted) through a separate letter whether enclosed with the bid (Tender Form) or submitted separately or mentioned elsewhere in the document other than specified place shall be summarily ignored and will not be considered.
4	Tenders containing erasures and / or alterations of tender documents are liable to be rejected. Any correction made by tender(s) in his/their entries must be attested by him / them.
5	The works are required to be completed within a period of **270 days** from the date of issue of acceptance letter.
6.	**Bid Security:** (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 estimated to cost up to ₹ 1 crore	2% of the estimated cost of the work
For works estimated to cost more than ₹ 1 crore	₹ 2 lakh plus ½% (half percent) of the excess of the estimated cost of work beyond ₹ 1 crore subject to a maximum of ₹ 1 crore

Note :

(i) The Bid Security shall be rounded off to the nearest ₹100. This Bid Security shall be applicable for all modes of tendering.
(ii) Any firm recognized by Department of Industrial Policy and Promotion(DIPP) as 'Startups' shall be exempted from payment of Bid Security detailed above.
(iii) Labour Cooperative Societies shall submit only 50% of above Bid Security detailed above.

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

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

(As per Clause No. 5 – 1 of Part-I of GCC-2022, with up to date correction slip)

(d) 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.

(As per Clause No. 5 – 2 of Part-I of GCC-2022, with up to date correction slip)

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

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

ii. The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document **before closing date for** submission of bids.(**i.e. excluding the last date of submission of bids**) {Authority:-RB Letter No. 2022/CE-1/CT/GCC-2022/Policy, Dated 20.10.2023)

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

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

v. The details of the BG, physically submitted should match with the details available in

	the scanned copy and the data entered during bid submission time, failing which the bid will be rejected. vi. The Bank Guarantee shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification "Bid for the ***** Project" and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of the envelope. vii. The envelope shall be addressed to the officer and address as mentioned in the tender document. viii. If the envelope is not sealed and marked as instructed above, the Railway assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder. **(As per Clause No. 5 – 3 of Part-I of GCC-2022, with up to date correction slip)** (e) Subject to exemptions provided under para 5(1) (a) of Part-1 (ITT) of this document, thetender must be accompanied by a Bid Security as mentioned in tender documents, failing which thetender shall be summarily rejected. (f) The Tenderer(s) shall keep the offer open for a minimum period of 60 days (in case of two packet system of tendering 90days) from the date of closing of the Tender. It is understood that thetender documents have been issued to the Tenderer(s) and the Tenderer(s), is / are permitted to tender in consideration of the stipulation on his / their part that after submitting his / their tender subject to the period being extended further, if required by mutual agreement from time to time, he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to_____ 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. (g) 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. (h) 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.	**<u>SYSTEM OF TENDERING</u>**
7.1	**Single Packet Tender**-: In case of tenders costing less than Rs. 10 Crore single packet tender system will be followed and technical & financial offer of the tenderer/s shall be opened and evaluated at the same time.
7.2	**Two Packets System of Tendering:** With a view to assess the tenders technically without being influenced by the financial bids, 'Two Packets System of tendering' shall be adopted for contract valuing more than **Rs. 10 crores** or as advised by Railway Board time to time by updated policy guide lines. **(As per (a) Clause No. 7A of Part-I of GCC 2022, with up to date correction slip)** Intenders having advertised value more than Rs 50 Crore or as mentioned in the tender

	document, Railway shall conduct Pre Bid Conference(s) with the prospective bidders. **(As per (a) Clause No. 7B of Part-I of GCC 2022, with up to date correction slip)** Provisions of Make in India Policy 2017 issued by Govt. of India, as amended from time to time, shall be followed for consideration of tenders. **(As per (a) Clause No. 7C of Part-I of GCC 2022, with up to date correction slip)** Permission to Bid for a bidder from a country which shares Land boundary with India: Any bidder from the countries sharing a land border with India will be eligible to bid in any procurement of works (including turnkey projects) only if the bidder is registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT), Government of India. For interpretation of this para, Department of Expenditure, Ministry of Finance, Government of India letter F.No.6/18/2019-PPD dated 23/07/2020 shall be referred. **(As per (a) Clause No. 7D of Part-I of GCC 2022, with up to date correction slip)** Clarification of Bids: To assist in the examination, evaluation & comparison and prequalification of the Tender, the Railway may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Railway shall not be entertained or considered. The Railway request for clarification and the response of the bidder in this regard shall be in writing. However, if a Bidder does not provide clarification of its bid by the date and time communicated in the Railway request for clarification, the bid shall be evaluated as per the documents submitted along with the bid. **(As per (a) Clause No. 7E of Part-I of GCC 2022, with up to date correction slip)**
7.3	If the tenderer(s) deliberately gives / give wrong information in his / their tender or creates / create circumstances for the acceptance of his / their tender, the Railway reserves the right to reject such tender at any stage.
7.4	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.
7.5	Tenderer should submit the offer with due diligence after going through the tender documents.
8.0	**Execution of Contract Document:** The tenderer whose tender is accepted shall be required to appear in person at the office of General Manager, Principal Chief Signal & Telecom Engineer, Chief Signal & Telecom Engineer (Project), Divisional Railway Manager or concerned Engineer, as the case may be, or if tenderer is a firm or corporation, a duly authorized representative shall appear(there would be no need for appear in person if agreement is signed digitally) and execute the contract agreement within seven days of notice from Railways that the Contract Agreement is ready. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender.The Contract Agreement shall be entered into by Railway only after submission of valid Performance Guarantee by the Contractor. In such cases the Railway may determine that such tenderer has abandoned the contract and there upon his tender and acceptance thereof shall be treated as cancelled and the Railway shall be entitled to forfeit the full amount of the Bid Security and other dues payable to the Contractor under this contract. The failed Contractor shall be debarred

	from participating in the re- tender for that work. **As perclause No. 8 of Part-I of GCC-2022, with up to date correction slip**
8.1	In case, the particular work is charged to EBR (IF), than the Indian Railways Finance Corporation (IRFC) shall also be the party in the contract agreement. After submission of valid performance guarantee, the contract agreement shall be entered into between Indian Railways (IR), Indian Railways Finance Corporation (IRFC) and the tenderer, whose tender is accepted. The Contract Agreement shall be signed as per **Annexure XXXI** of the STD. The format at Annexure IV of GCC shall not be applicable for Contract Agreement of EBR (IF) funded contracts. **As per Railway Board's letters no 2018/AC-II/1/57(pt.) dated 20.03.20 for EBR(IF) funded contracts**
9.0	**Documents to be Submitted Along with Tender** (i) The tenderer shall clearly specify whether the tender is submitted on his own (Proprietary Firm) or on behalf of a Partnership Firm / Company / Joint Venture (JV) / Registered Society / Registered Trust / HUF etc. The tenderer(s) shall enclose the attested copies of the constitution of their concern, and copy of PAN Card along with their tender. Tender Documents in such cases are to be signed by such persons as may be legally competent to sign them on behalf of the firm, company, association, trust or society, as the case may be. (ii) Following documents shall be submitted by the tenderer: **a) Sole Proprietorship Firm:** (i) All documents in terms of Para 10 of the Tender Form (Second Sheet) **Annex. I of Part-I of GCC-2022, with up to date correction slip**.. **b) HUF:** (ii) 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 explanatory notes in clause 15 below. **c) Partnership Firm:** (i) All documents as mentioned in **para 18 of the Tender Form (Second Sheet) Annex. I of Part-I of GCC-2022, with up to date correction slip**. **d) Joint Venture (JV):** All documents as mentioned in **para 17 of the Tender Form (Second Sheet) Annex. I of Part-I of GCC-2022, with up to date correction slip**. **e) Company registered under Companies Act 2013:** (i) The copies of **MOA (Memorandum of Association) / AOA (Articles of Association)** of the company (ii) A copy of Certificate of Incorporation (iii) A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company. (iv) All other documents in terms Para 10 of the Tender Form (Second Sheet) **Annex. I of Part-I of GCC-2022, with up to date correction slip**. **f) LLP (Limited Liability Partnership):** (i) A copy of LLP Agreement (ii) A copy of Certificate of Incorporation (iii) A copy of Power of Attorney/Authorization issued by the LLP in favour of the individual to sign the tender on behalf of the LLP and create liability against the

	LLP. (iv) An undertaking by all partners of the LLP that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation intenders / 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)**Annex. I of Part-I of GCC-2022, with up to date correction slip**. g) **Registered Society & Registered Trust:** (i) A copy of the Certificate of Registration (ii) A copy of Memorandum of Association of Society/Trust Deed (iii) A copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust. (iv) A copy of Rules & Regulations of the Society (v) All other documents in terms of Para 10 of the Tender Form (Second Sheet) **Annex. I of Part-I of GCC-2022, with up to date correction slip.** (iii)If it is NOT mentioned in the submitted tender that tender is being submitted on behalf of a Sole Proprietorship firm / Partnership firm / Joint Venture / Registered Company etc., then the tender shall be treated as having been submitted by the individual who has signed the tender. (iv) After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm / Partnership Firm / Registered Company/ Registered Trust / Registered Society / HUF/ LLP etc. shall be neither asked nor considered, if submitted. Further, no suo moto cognizance of any document available in public domain (i.e., on internet etc.) or in Railway's record/office files etc. will be taken for consideration of the tender, if no such mention is available in tender offer submitted. (v) A tender from JV shall be considered only where permissible as per the tender conditions. (vi) The Railway will not be bound by any change of power of attorney or in the composition of the firm made subsequent to the submission of tender. Railway may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor. **As per Clause No. 14 of Tender Form (second sheet) Annex. I of Part-I of GCC-2022, with up to date correction slip**
10.0	The tenderer whether sole proprietor / a company or a partnership firm / registered society / registered trust / HUF / LLP etc if they want to act through agent or individual partner(s), should submit along with the tender, a copy of power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person, specifically authorizing him/them to sign the tender, submit the tender and further to deal with the Tender/ Contract up to the stage of signing the agreement except in case where such specific person is authorized for above purposes through a provision made in the partnership deed / Memorandum of Understanding / Article of Association/Board resolution, failing which tender shall be summarily rejected.

	A separate power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person, shall be submitted after award of work, specifically authorizing him/them to deal with all other contractual activities subsequent to signing of agreement, if required. Note: A Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Appostille certificate. **As per Clause No. 15 of Tender Form (second sheet) Annex. I of Part-I of GCC-2022, with up to date correction slip**
11.0	**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 11.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. **As per Clause No. 16, of Tender Form (second sheet) Annex. I of GCC-2022, with up to date correction slip**
12.0	**Omissions & Discrepancies:** Should a tenderer find discrepancies in or omissions from the drawings or any of the Tender Forms or should he be in doubt as to their meaning, he should at once notify the authority inviting tenders. The tender inviting authority may, if deemed necessary, clarify the same to all tenderers. It shall be understood that every endeavor has been made to avoid any error which can materially affect the basis of tender and successful tenderer shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof. **As per Clause No. 4 of Part-I of GCC-2022, with up to date correction slip**
13.1(A)	**Care in Submission of Tenders:** (i) Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all-inclusive to accord with the provisions in Clause-37 of the Standard General Conditions of Contract for the completion of works to the entire satisfaction of the Engineer. (As per Clause No. 6 (a)(i) of GCC2022 Part-I with up to date correction slip) (ii) Tenderers will examine the various provisions of The Central Goods and Services Tax Act, 2017(CGST)/ Integrated Goods and Services Tax Act, 2017(IGST)/ Union Territory Goods and Services Tax Act, 2017(UTGST)/ respective state's State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt. & as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates. (As per Clause No. 6 (a) (ii) of G.C.C. 2022 Part-I with up to date correction slip) (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. (As per Clause No. 6 (a) (iii)of G.C.C. 2022 Part-I with up to date correction slip) **(iv)** In case the successful tenderer is not liable to be registered under

	CGST/IGST/UTGST/ SGST Act, the railway shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority. **As per Clause No. 6(a)(iv) of Part-I of GCC-2022, with up to date correction slip.** **New Para 6(a)(v), Part I of GCC shall be read as under:** 6(a)(v) Contractor shall be liable to pay/refund the amount collected as GST to the Indian Railways along with interest and penalties, if any imposed by the authorities, in case GST input tax credit of Indian Railways is denied/rejected by the tax authorities due to reasons mentioned below but not limited to: Wrong/incorrect invoices issued by Contractor ; No-filing of GST returns; Non-payment of GST collected from Indian Railways to the authorities; Any other non-compliance done by Contractor; **General Indemnity**: Contractor hereby agrees to indemnify and hold harmless the Indian Railways from and against any and all losses, including loss on account of Input Tax Credit and all losses incurred by the Indian Railways relating to or arising out of or in connection with any actual or threatened claim, legal action, proceedings, prosecution or inquiry by or against the Indian Railways arising out, directly or indirectly, of failure by the contractor to comply with the provisions of GST and related laws, or based upon or arising from any failure by the Contractor. **Retention Money**: Any payment liable to be paid by Indian Railways to contractor against the goods or services or both supplied by such contractor to Indian Railways shall be kept on hold in case supplier makes any non-compliance of any of the GST law provisions including non-reporting of invoices in GST returns. Such payment shall be released after proper verification of records and availability of ITC to Indian Railways as per provisions of GST Law. {**Authority:-RB Letter No. 2022/CE-1/CT/GCC-2022/Policy, Dated 21.12.2023)**
13.1(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. **As per Clause No. 6(b) of Part-I of GCC-2022, with up to date correction slip**
13.1(C)	In E-tender, all submissions of documents are to be uploaded on web-site. There may be last minute hic-cups and delay in uploading the Documents and payment of Bid Security etc. Tenderers/Prospective bidders are advised to upload their offer well in time. Railway will not be responsible for any delay/non submission of offer due to any reason whatsoever.
13.1(D)	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. **As per Clause No. 6 (c) of Part-I of GCC-2022, with up to date correction slip.**
13.2	The tenderers shall submit a copy of certificate stating that all their statements/documents submitted along with bid are true and factual. Standard format of certificate to be submitted by the bidder is enclosed as **Annexure-II**. **In addition to Annexure-II, in case of other than company/proprietary firm, Annexure-II(A) shall also be submitted by the each member of a partnership firm/Joint Venture(JV)/Hindu Undivided family(HUF)/Limited Liability partnership(LLP) etc. as the case may be. (**Authority:- RB Letter No. 2022/CE-1/CT/GCC-2022/Policy, Dated 13.12.2022). Non submission of above certificate by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested/digitally signed by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document.

	As per Clause No. 6.1 of Part-I of GCC-2022, with up to date correction slip.
14	**RIGHT OF RAILWAY TO DEAL WITH TENDERS** The Railway reserves the right of not to invite tenders for any of Railway work or works or to invite open or limited tenders and when tenders are called to accept a tender in whole or in part or reject any tender or all tenders without assigning reasons for any such action. In case if tender is accepted in part by Railway administration, Letter of Acceptance shall be issued as counter offer to the Tenderer, which shall be subject to acceptance by the Tenderer. **As per Clause No. 7, of Tender Form (second sheet) Annex. I of GCC-2022, with up to date correction slip**
14.1	If, the Railway decides to negotiate,in view to bring down the rates, the tenderer, who is called for negotiation, shall furnish the following form of declaration before commencement of the negotiation: I/we ……. do declare that in the event of failure of the contemplated negotiations relating to Tender No. …….dated…….. Opened on …..……. my original tender shall remain open for acceptance on its original terms and conditions up to the date specified in the tender or the date extended by mutual agreement from time to time.
14.2	**The tenderer/s are required to quote his/their rates as % (percentage) Above/Below /At Par in figures on IREPS while submitting his/their offer.**
14.3	**Pre Bid Conference**: In tenders having advertised value more than Rs 50 Crore or as mentioned in the tender document, Railway shall conduct Pre Bid Conference(s) with the prospective bidders. **As per Clause No. 7B, of Tender Form (second sheet) Annex. I of GCC-2022, with up to date correction slip.**
15.0	**ELIGIBLITY CRITERIA**
15.1	**Technical Eligibility Criteria** (a) The tenderer must have successfully completed or substantially completed anyone of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited: (i) Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, or (ii) Two similar works each costing not less than the amount equal to 40% of advertised value of the tender, or (iii) One similar work each costing not less than the amount equal to 60% of advertised value of the tender. (b) (1) In case of tenders for composite works (e.g. works involving more than one distinct component, such as Civil Engineering works, S&T works, Electrical works, OHE works etc. and in the case of major bridges – substructure, superstructure etc.), tenderer must have successfully completed or substantially completed anyone of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited: (i) Three similar works each costing not less than the amount equal to 30% of

	advertised value of each component of tender, or (ii) Two similar works each costing not less than the amount equal to 40% of advertised value of each component of tender, or (iii) One similar work each costing not less than the amount equal to 60% of advertised value of each component of tender. Note for b(1): Separate completed works of minimum required values shall also be considered for fulfillment of technical eligibility criteria for different components. (b) (2) In such cases, what constitutes a component in a composite work shall be clearly pre-defined with estimated tender cost of it, as part of the tender documents without any ambiguity. (b) (3) To evaluate the technical eligibility of tenderer, only components of work as stipulated in tender documents for evaluation of technical eligibility, shall be considered. The scope of work covered in other remaining components shall be either executed by tenderer himself if he has work experience as mentioned in clause 7 of the Standard General Conditions of Contractor through subcontractor fulfilling the requirements as per clause 7 of the Standard General Conditions of Contract or jointly i.e., partly himself and remaining through subcontractor, with prior approval of Chief Signal & Telecom 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 fulfillment of technical eligibility. Such subcontractor must fulfill technical eligibility criteria as follows: The subcontractor shall have successfully completed at least one work similar to work proposed for subcontract, costing not less than 35% value of work to be sub-letted, 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 Signal & Telecom Engineer in writing. Note for Item 15.1: 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. **As per Clause No. 10.1 of Tender Form (second Sheet) ofAnnex.I of Part-I of GCC-2022, updated as per RB Letter No.2022/CE-I/CT/GCC-2022/Policy Dated-14.07.22 with up to date correction slip.**
15.2	**Financial Eligibility Criteria:** The tenderer must have minimum average annual contractual turnover of V/N or 'V' whichever is less ; where V= Advertised value of the tender in crores of Rupees N= Number of years prescribed for completion of work for which bids have been invited. The average annual contractual turnover shall be calculated as an average of "total contractual payments" in the previous three financial years, as per the audited balance sheet. However, in case balance sheet of the previous year is yet to be prepared/ audited, the audited balance sheet of the fourth previous year shall be considered for calculating average annual contractual turnover. The tenderers shall submit requisite information as per Annexure-VIB, along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet. **As per Clause No. 10.2 of Tender Form (second Sheet) of Annex.I of Part-I of GCC-2022,updated as per RB Letter No.2022/CE-I/CT/GCC-2022/Policy Dated-14.07.22 with up to date correction slip.**
15.3	**Bid Capacity:** The tender/technical bid will be evaluated based on bid capacity formula detailed as **Annexure-D.(For tenders costing more than Rs 20 crore)** **As per Clause No. 10.3 of Tender Form (second Sheet) ofAnnex.I of Part-I of GCC-2022, with up to date correction slip.**
15.4	**No Technical and Financial credentials are required for tenders having advertised value up to Rs 50 lakh.** **As per Clause No. 10.4 of Tender Form (second Sheet) of Annex.I of Part-I of GCC-2022, with up to date correction slip.**
15.5	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 15 including clause 15.1 to 15.5]- Eligibility Criteria: 1. Substantially Completed Work means an ongoing work in which payment equal to or

	more than 90% of the present contract value (excluding the payment made for adjustment of Price variation (PVC), if any) has been made to the contractor in that ongoing contract and no proceedings of termination of contract on Contractor's default has been initiated. The credential certificate in this regard should have been issued not prior to 60 days of date of invitation of present tender. 2. In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfillment of credentials. 3. If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfillment of credentials. 4. In case of completed work, the value of final bill (gross amount) including the PVC amount (if paid) shall be considered as the completion cost of work. In case final bill is pending, only the total gross amount already paid including the PVC amount (if paid) shall be considered as the completion cost of work.In case of substantially completed work, the total gross amount already paid including the PVC amount (if paid), as mentioned in the certificate, shall be considered as the cost of substantially completed work. 5. If a bidder has successfully completed a work as subcontractor and the work Experience certificate has been issued for such work to the subcontractor by a Govt. Organization or public listed company as defined in Note for Item 10.1 Para 10 of the Tender Form (Second Sheet), the same shall be considered for the purpose of fulfilment 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 other 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.]

Note to Para 15

(i) The criteria for completed works shall be as under :-

(a) Entire work has to be completed in all respects as per contract agreement. Part completed work shall not be considered.

(ii) Completion certificate from following organizations shall only be considered:-

(a) For tenders costing below Rs.50.00 Crores.

The work(s) should have been directly awarded to the tenderer by Govt. Organization/ Semi Govt. Organization/ Public Sector Undertaking / Autonomous bodies/ Municipal Bodies/Public listed company having average annual turnover of Rs. 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of opening of tender

(b) For tenders costing Rs.50.00 Cr. and above

The work(s) should have been directly awarded to the tenderer by Central/State Governments/Public Sector Undertaking/Public Funded Institutions/Municipal

	Bodies/Railways Siding owners/ Public listed company having average annual turnover of Rs. 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of opening of tender/ Concessionaire (to whom the work is awarded by Indian Railways /CPWD /NHAI/ PWD/State Road Development Corporation on PPP/DBFOT or any other mode)/ The credentials of a wholly owned subsidiary of a parent company will also be considered in respect of works mentioned above if tender is submitted by the parent company. (c)Completion certificate should be as per proforma given in **Annexure- IV(A) orIV(B) or IV(C),** as applicable or in the format containing all information required as per the Annexure-IV(A) or IV(B) or IV(C). (d) Work experience certificate issued by Public listed company shall 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 an copy of final/last bill paid by company in support of above work experience certificate. (iii) Details of works physically completed is to be submitted in the proforma as per '**Annexure-III'/III(A)/III(B).** (iv) The total value of similar nature of work completed during the qualifying period and not the payments received within qualifying period alone, should be considered. 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 the paid amount including statutory deduction is to be considered. However, if final measurements have been recorded and work has been completed with positive variation but variation has not been sanctioned, original agreement value or last sanctioned agreement value whichever is lower should be considered for judging eligibility. (v) The amount given at Sr. No. 11 in proforma vide **Annexure-IV** for the completion certificate will be the value of completed work, if nomenclature of work as given in completion certificate matches with similar nature work. (vi) The amount mentioned at Sr. No. 12 in **'Annexure-IV'** for the completion certificate shall be the value of completed work if the nomenclature of completed work includes additional components of work which are not matching with similar nature of works. (vii) Certificate from private individuals for whom such works are executed shall not be considered for eligibility. (viii) Conditional tenders are liable to be rejected straight away. Railway reserves the right to reject such tender summarily without assigning any reasons whatsoever**.** **As per Clause No. 10 of Tender Form (second Sheet) of Annex.I of Part-I of GCC-2022, with up to date correction slip**
16.0	**The list of documents to be uploaded by the tenderer(s) for this tender.**
16.1	Following documents are common for all types of firm i.e. Sole proprietorship, Partnership, Limited Liability Partnership Firm, Registered Society/ Trust, Limited Company or JV.

(a)	Firm details as per **Annexure-I** **(Mandatory).**
(b)	A Copy of the Certificate as per proforma given in **Annexure-II&IIA(Mandatory).** **As per Clause No.6.1of Part-I of GCC-2022, with up to date correction slip.**
(c)(i)	List of similar nature of works physically completed in all respects during last 7 years, ending last day of month previous to one in which tender is invited shall be submitted as per Performa given in **Annexure-III/III(B), for works** (i) directly awarded by Govt./Semi Govt./Public sector undertaking / Autonomous bodies /Municipal bodies/ Railways Siding owners / (ii) Public listed company having average annual turnover of Rs. 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of opening of tender **Note**- Works under item (iii) are to be submitted only for tenders costing Rs.50.00 Cr. and above.**As per Clause No.10.1 (a) Tender Form (second Sheet) ofAnnex.I of Part-I of GCC-2022, with up to date correction slip.**
(ii)	Details of work of similar nature successfully completed during last seven years, ending last day of month previous to the one in which tender invited and detailed in Annexure III(bifurcated as per components of tender schedule) to be submitted by tenderer along with Annexure–III in case of tender having composite nature of work , having distinct components and having separate schedule for each component having value more than two crore**(Annexure-III(A) Mandatory in case of tender for composite nature of work.** **As per Clause No.10.1(b) (i) &(ii) Tender Form (second Sheet) ofAnnex.I of Part-I of GCC-2022, with up to date correction slip.**
(d)	Attested copy of Completion Certificate of works mentioned in para (c) above from the Organizations with whom they worked as per proforma given in **Annexure-IV(A) or IV(B)or IV(C)**as applicable**. (Mandatory)** **As per Clause No.11(i) Tender Form (second Sheet) ofAnnex.I of Part-I of GCC-2022, with up to date correction slip.**
	Note -In case, completion certificate is issued by public listed company**(Annexure IV(C)).** Following documents regarding the **Public listed company** are required to be submitted along with the certificate.**(Mandatory)** (i) Details of Average Annual turnover of the public listed company in last three financial years excluding current financial year (should be 500 Cr and above) issued by Chartered Accountant. These details need to be submitted as per the proforma of **Annexure VIII/VIII(A).** (ii)The copy of the documents regarding listing in the National stock exchange or Bombay stock exchange with details of status of listing as on date of opening of tender, duly self-attested. (iii)The copy of document of incorporation/ registration of the Public listed company (should be at least 5 years prior to date of opening of tender), duly self-attested. (iv)The copy of document regarding Person Authorized by the Public listed Company to issue such certificate, duly self-attested. (v)Tenderer shall also submit 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 a copy of final/last bill paid by the public listed company in support of above work experience certificate duly self-attested.
(e)	List of works on hand, existing commitments and balance amount of ongoing works as per format given in **'Annexure-V'**duly verified by Chartered Accountant to evaluate bid

	capacity of the tenderer (Mandatory for tender value more than Rs. 20 crores) **As per Clause No.10.3 Tender Form (second Sheet) of Annex.I of Part-I of GCC-2022, with up to date correction slip.**
(f)	A statement showing construction works executed and payment received during the current and last three financial years immediately preceding the current financial year, up to date of opening of tender taking into account the completed as well as work in progress as per **Annexure-XIX**, **XIX(A)** on the letter head of Chartered Accountant, to evaluate bid capacity of the tenderer (**Mandatory for tender value more than Rs. 20 Crores)** **As per Clause No.10.3 Tender Form (second Sheet) of Annex.I of Part-I of GCC-2022, with up to date correction slip.**
(g)	List of plants & Machinery available on hand (own) and proposed to be inducted (own and hired to be given separately) for the subject work in **Annexure–VI**. **As per Clause No.11(iii) Tender Form (second Sheet) ofAnnex.I of Part-I of GCC-2022, with up to date correction slip.**
	Annexure -VIB for financial criteria contractual turnover. item no k Annexure VIII/VIIIA are to be replaced with Annexure VIB of GCC 2022.
(h)	List of Personnel, Organization available on hand and proposed to be engaged for the subject work in **Annexure –VII**. **As per Clause No.11(iii) Tender Form (second Sheet) of Annex.I of Part-I of GCC-2022, with up to date correction slip.**
(i)	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. **As per Clause No.5(2)of Part-I of GCC-2022,withup to date correction slip.**
(j)	Tender document cost should be submitted by the tenderer only through net banking or payment GATE WAY available on IREPS.
(k)	Contractual Receipts for the last three years and current financial year with supporting documents required as per **Annex. VIII/VIII(A)(Mandatory.)** **As per Clause No.10.2, updated as per RB Letter No.2022/CE-I/CT/GCC-2022/Policy Dated-14.07.22 and 11(ii) Tender Form (second Sheet) ofAnnex.Iof Part-I of GCC-2022, with up to date correction slip.**
(l)	Self attested copy of Permanent Account Number (PAN) issued by Income Tax Department. **As per Clause No.14(i) Tender Form (second Sheet) of Annex.I of Part-I of GCC-2022, with up to date correction slip.**
(m)	The tenderers are required to submit the information and particulars regarding retired Railway Engineer(s)/Officer(s) of the Gazetted rank and regarding Relative(s) employed in Gazetted capacity on North Western Railway as per proforma given in **AnnexureXXIII.(Mandatory).** **As per Clause No. 16, Tender Form (second Sheet) ofAnnex.I of Part-I of GCC-2022, with up to date correction slip)**
16.2	In addition to Para 16.1 above certain more documents are to be submitted by tenderers as per status of their firms and are **mandatory.** These documents are listed below
16.2.1	**<u>For Sole Proprietorship firm</u>** Affidavit as per proforma given of **Annexure –IX** **(**duly executed on stamp paper and notarized**).** All documents in terms of Para 15 above. **As per Clause No. 14(ii)(a) & 15 Annex.I Part-I of GCC 2022, with up to date**

	correction slip
16.2.2	**<u>For Partnership firm</u>** (a) A copy of Partnership Deed(notarized prior to date of tender opening as per the Indian Partnership Act.) (b) Special Power of attorney to be submitted by Partnership firm in favour of the individual to sign the tender on behalf of the firm and create liability against the firm as per proforma given in **Annexure-XIII** (duly registered with the Registrar or notarized). (c) 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 opening of bids, either in their individual capacity or in any firm/LLP in which they were / are partners/member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract. (d) All documents in terms of Para 15 above. **As per Clause No. 14(ii)(c)and clause 15, 18.2 and 18.11 of Annex. I Part-I of GCC-2022, with up to date correction slip)**
16.2.3	**<u>For Company registered under Companies Act 2013</u>** a) The copies of **MOA (Memorandum of Association) / AOA (Articles of Association)** of the company. b) A copy of Certificate of Incorporation. c) 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. as per proforma given in **Annexure-XV&XV(A)**(duly registered with the Registrar or notarized)**.** (d) An undertaking that the Company 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 the Company 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. (e) All documents in terms of Para 15 above. **As per Clause No. 14(e) Annex. I Part-I of GCC-2022, with up to date correction slip**
16.2.4	**<u>For LLP (Limited Liability Partnership) Firm Registered under LLP Act 2008</u>** a) A copy of LLP Agreement. b) A copy of certificate of Incorporation and **c)** A copy of resolution passed by partner of LLP firm for submitting tender by LLP firm and to deal with tender on behalf of the firm as per proforma given in **Annexure-XXI.** **d)** Special Power of Attorney/ Authorizationissued by LLP firm in favour of the individual to sign the tender on behalf of the LLP firm and create liabilities against the LLPas per proforma given in **Annexure-XX**(duly registered with the Registrar or notarized)**.** e) An undertaking that the LLP 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 JV in which the LLP was / is a member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract. f) All documents in terms of Para 15 above.

	As per Clause No. 14(f) Annex. I Part-I of GCC-2022, with up to date correction slip
16.2.5	**<u>For Registered Society & Registered Trust</u>** a. A copy of the certificate of registration. b. A copy of Memorandum of Association of Society/Trust Deed. **c.** A copy of Special Power of Attorney in favour of the individual to sign the tender documents and create liabilities against the Registered Society/ Trust as per proforma given in **Annexure-XXII**(duly registered with the Registrar or notarized)**.** d. All documents in terms of Para 15 above. **As per Clause No. 14(g) Annex. I Part-I of GCC-2022, with up to date correction slip**
16.2.6	**<u>For JV firm</u>** Following documents are mandatorily to be submitted by constituents of the JV firm depending upon their status. **As per clause no. 17.0 Annex.I Part-I, GCC-2022, with up to date correction slip**
	a) All the Members of JV shall certify that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders/contract on the date of opening of bids either in their individual capacity or as a member of the JV in which they were/are members. **As per clause no. 17.14.4 Annex.I Part-I, GCC-2022, with up to date correction slip**
	b) Memorandum of Understanding of JV as per pro forma given in **Annex. X** **(**duly executed on stamp paper and notarized).
	c) Power of Attorney/authorization duly Notarised by all JV constituents, in favour of the individual under whose digital signature key the tender document shall be uploaded on behalf of JV for signing the tender document on behalf of the JV (Standard Performa as per **Annexure-X(A)** **As per clause No. 17.6, 17.12 of Annex.I Part-I of GCC-2022, with up to date correction slip**. d) 17.14.7 A Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Appostille certificate.
16.2.6.1	**<u>In case one or more members of JV is/are Proprietary Firm or HUF(Hindu Undivided Family) the following documents shall be Uploaded/Submitted</u>** (a) A copy of notarized affidavit on Stamp Paper declaring that 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 **(Annexure-IX(A)).** (b)A copy of Special Power of Attorney to be submitted by Sole Proprietor or HUF participating as member of JV firm as per proforma given in **Annexure-XII**(duly registered with the Registrar or notarized). **As per Clause No. 15 & 17.14.2 Annex.I of Part-I GCC-2022, with up to date correction slip**
16.2.6.2	**<u>In case one or more of the members of the JV is/are partnership firm(s), following documents shall be submitted:</u>** (a) A notorized copy of Partnership Deed(notarized prior to date of tender opening as per the Indian Partnership Act.). (b) A copy of consent of all the Partners or individual authorized by partnership firm to enter into JV Agreement as per pro forma given in **Annexure-XI**(duly executed on stamp paper)**.** (c) Special Power of attorney to be submitted by Partnership firm in favour of the individual to sign the MOU/JV agreement on behalf of the Partnership Firm and

	to create liability against the firm as per proforma given in **Annexure-XVIII** (duly registered with the Registrar or notarized). **Note**: Authorisation given in POA only will be considered irrespective of any authorization that may have given in Partnership Deed. In case of non-submission of POA or invalid POA, offer is liable to be rejected. **As per Clause 17.14.1and clause 15 &18.2 of Annex.I Part-I GCC-2022, with up to date correction slip**
16.2.6.3	**In case one or more members of the JV is/are companies, the following documents shall be submitted** a) A Copy of Memorandum & Articles of Association of Company. b) A Copy of resolution passed by Board of Directors of the company, permitting the company to enter into a JV agreement to be submitted as per**Annexure-XVII.** c) A copy of Certificate of Incorporation. d) 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, as per proforma given in **Annexure-XII**(duly registered with the Registrar or notarized)**.** **As per Clause No. 17.14.3 of Annex.I Part-I GCC-2022, with up to date correction slip**
16.2.7	**For HUF** (a) 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. (Standard proforma as per **Annexure XXVIII).** (b) 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. (c) All documents in terms of Para 15 above. **As per Clause No. 14(ii)(b) of Annex.I Part-I GCC-2022, with up to date correction slip.**
	Note to Para 16 1. The tenderers shall submit a 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-II** as mentioned in clause No. 16.1(b**). In addition to Annexure-II, in case of other than company/proprietary firm, Annexure-II(A) shall also be submitted by the each member of a partnership firm/Joint Venture(JV)/Hindu Undivided family(HUF)/Limited Liability partnership(LLP) etc. as the case may be.** (Authority:-RB Letter No. 2022/CE-1/CT/GCC-2022/Policy, Dated 13.12.2022). Non submission of a copy of certificate by the bidder shall result in summarily rejection of his/their bid. And it shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self-attested by which they/he are/is qualifying the Qualifying Criteria mentioned in the Tender Document. **As per Clause No. 11(iv) Annexure 1 part I of GCC-2022, with up to date correction slip** It will not be obligatory on the part of Tender Committee to scrutinize beyond the

	submitted document of tenderer as far as his qualification for the tender is concerned.
	2. The Railway reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the Railway, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by the railway shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the railway there under. 3.1 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 Deposit besides banning of business for a period of upto two years. 3.2 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 Deposit (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 two years. **As per Clause No. 11(v), 11(vi) Annexure 1 part I of GCC-2022, with up to date correction slip**
	4 No post tender submission of documents shall be permitted in respect of tender. However, only clarification can be called for by Railway in respect of any part / document submitted by the tenderer which shall be responded to by the tenderer within 10 working days of the date of issue of such letter for clarifications, failing which the offer shall be dealt with as per available documents.
	5.The documents mentioned 'mandatory' in clause No. 16 above are required to be uploaded by the contractor with tender document in single packet system or with technical bid in Two Packet system. If any of these documents is not uploaded along with the tender, the offer shall be summarily rejected
	6. In addition to above Tenderer have to certify that neither I /We (name of the sole Proprietor firm/ Partnership Firm/Limited Company/ LLP/Registered Society/Trust / JV firm) nor any of the partner or partnership firm/ LLP /Member of Registered Society/ Trust / Constituent of JV firm including partner of partnership firm in JV has/ have been black listed or debarred by Railway or any other Ministry /Department/ Public Sector Undertaking of the Government of India/ any State from participation in tenders/contract on the date of opening of bids either in our individual capacity or in any firm in which we are partners. 7. After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm / Partnership Firm / Registered Company/ Registered Trust / Registered Society / HUF 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.
17.0	**Participation of Partnership Firms in works tenders**
17.1	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. Note: Authorisation given in POA only will be considered irrespective of any authorization that may have given in Partnership Deed. In case of non-submission of POA or invalid POA, offer is liable to be rejected. **All conditions as per Clause No. 18.1 to 18.11of Tender Form (second Sheet) Annex. I Part-I of GCC-2022, with up to date correction slip will be applicable.**
17.2	**Evaluation of eligibility of a partnership firm:** Technical and financial eligibility of the firm shall be adjudged based on satisfactory fulfillment of the eligibility criteria laid down in Clause 10& 18 of **Tender form second sheet Annex. I of Part-I of GCC-2022, with up to date correction slip for** the partnership firm:
18.0	**Participation of Joint Venture (JV) in Works Tender:** This Clause shall be applicable for works tenders wherein tender documents provide for the same. **As per Clause No. 17 of Tender form second sheet Annex.I of Part-I of GCC-2022, with up to date correction slip**
18.1	JV firms will be permitted participation in tender costing rupees more than Rs. 10 crores.
18.2	Documents to be enclosed by the JV Firm along with the tender: **As per Clause No. 17.14.1 to 17.14.6andclause 15 of Tender form second sheet Annex. I Part-I of GCC-2022, with up to date correction slip**
18.3	**Credentials & Qualifying Criteria** Technical, financial eligibility and Bid capacity of the JV firm shall be adjudged based on satisfactory fulfillment of the following criteria: **As per Clause No. 17.15 of Tender form second sheet Annex.I Part-I of GCC-2022, updated as per RB Letter No.2022/CE-I/CT/GCC-2022/Policy Dated-14.07.22 with up to date correction slip**
19.0	**The tenderer shall submit the original copies of the documents as per Annexure II&IIA, IX, IX(A), X, X(A), XI, XII, XIII, XIV, XV, XV(A), XVII, XVIII,XX, XXI, XXII, XXIII, XXIV,XXV, XXVI and XXVII, XXVIII as applicable for Sole Proprietor/Partnership firm/LLP/Registered Society & Trust /Limited Company/JV Firms as and when required by the Railway for the verification. If the required documents are not submitted by the tenderer or any discrepancy between the scanned uploaded documents and original documents then the offer of the tenderer will be summary rejected and the action will be taken as per the various provisions of Certificate to be submitted by the tenderer as per Annexure-II&IIA.**
20.0	**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. **As per Clause No. 16.(1) Part-II of GCC-2022, with up to date correction slip.**
20.1	**(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. **As per Clause No. 51.(1) and 16.(2)(i) Part-II of GCC-2022, with up to date correction slip**
20.2	**Forfeiture of Security Deposit:** Whenever the contract is rescinded as a whole under clause 62 (1) of these conditions, the Security Deposit already with railways under the contract shall be forfeited. However, in case the contract is rescinded in part or parts under clause 62 (1) of these conditions, the Security Deposit shall not be forfeited. **As per Clause No. 16.(2)(ii) Part-II of GCC-2022, with up to date correction slip**
21.0	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. **As per Clause No. 16.(3), Part-II of GCC-2022, with up to date correction slip.**
22.0	**Performance Guarantee** The procedure for obtaining Performance Guarantee is outlined below: (a) The successful bidder shall have to submit a Performance Guarantee (PG) within 21 (Twenty one) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 21 (Twenty one) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 21(Twenty one) days, i.e. from 22nd day after the date of issue of LOA. Further, if the 60th day happens to be a declared holiday in the concerned office of the Railway, submission of PG can be accepted on the next working day. In all other cases, if the Contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated. In case contract

is terminated railway shall be entitled to forfeit Bid Security and other dues payable to the contractor against that particular contract, subject to maximum of PG amount. In case a tenderer has not submitted Bid Security on the strength of their registration as a Startup recognized by Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect.
The failed Contractor shall be debarred from participating in re-tender for that work.

(b) **The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 5% of the original contract value-**

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

Note:- The instruments as listed above will also be acceptable for Guarantees in case of mobilization advance. All the instruments mentioned in (i) to (xii) above should be in favour of *FA & CAO/S&C/NWR or Sr. DFM*

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

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

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

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

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

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

(ii) Failure by the Contractor to pay President of India any amount due, either as agreed by the Contractor or determined under any of the Clauses/Conditions of

	the Agreement, within 30 days of the service of notice to this effect by Engineer. (iii) The Contract being determined or rescinded under clause 62 of these conditions. **As per Clause No.16.(4), Part-II of GCC-2022, with up to date correction slip**
22.1	**MEASUREMENTS OF CONTRACTOR WORKS.**
22.2	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 bepartner(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 Appostille certificate. **As per Clause No. 15 of Annexure I part 1 of GCC-2022, with up to date correction slip**
22.3	**Measurement of works by Railway:** The Contractor shall be paid for the works at the rates in the accepted Bill(s) of Quantities and for extra works at rates determined under Clause 39 of these Conditions on the measurements taken by the Engineer or the Engineer's representative in accordance with the rules prescribed for the purpose by the Railway. The quantities for items the unit of which in the accepted Bill(s) of Quantities is 100 or 1000 shall be calculated to the nearest whole number, any fraction below half being dropped and half and above being taken as one; for items the unit of which in the accepted Bill(s) of Quantities is single, the quantities shall be calculated to two places of decimals. Such measurements will be taken of the work in progress from time to time and at such intervals as in the opinion of the Engineer shall be proper having regard to the progress of works. The date and time on which 'on account' or 'final' measurements are to be made shall be communicated to the Contractor who shall be present at the site and shall sign the results of the measurements(which shall also be signed by the Engineer or the Engineer's representative) recorded in the official measurements book as an acknowledgement of his acceptance of the accuracy of the measurements. Failing the Contractor's attendance, the work may be measured up in his absence and such measurements shall, notwithstanding such absence, be binding upon the Contractor whether or not he shall have signed the measurement books provided always that any objection made by him to measurement shall be duly investigated and considered in the manner set out below: (a) It shall be open to the Contractor to take specific objection to any recorded

	measurements or Classification on any ground within seven days of the date of such measurements. Any re measurement taken by the Engineer or the Engineer's representative in the presence of the Contractor or in his absence after due notice has been given to him in consequence of objection made by the Contractor shall be final and binding on the Contractor and no claim whatsoever shall thereafter been retrained regarding the accuracy and Classification of the measurements. (b) If an objection raised by the Contractor is found by the Engineer to be incorrect the Contractor shall be liable to pay the actual expenses incurred in measurements. **(As per Clause No. 45 (i), Part-II of GCC-2022, with up to date correction slip)**
22.3.1	**Measurement of Works by Contractor's Authorized Representative (In case the contract provides for the same):** (a) The Contractor shall be paid for the works at the rates in the accepted Bill(s) of Quantities and for extra works at rates determined under Clause 39 of these Conditions on the measurements taken by the Contractor's authorized Engineer in accordance with the rules prescribed for the purpose by the Railway. The quantities for items the unit of which in the accepted Bill(s) of Quantities is 100 or 1000 shall be calculated to the nearest whole number, any fraction below half being dropped and half and above being taken as one; for items the unit of which in the accepted Bill(s) of Quantities is single, the quantities shall be calculated to two places of decimals. Such measurements will be taken of the work in progress from time to time. The date and time on which 'on account' or 'final' measurements are to be made shall be communicated to the Engineer. The date and time of test checks shall be communicated to the Contractor who shall be present at the site and shall witness the test checks, failing the Contractor's attendance the test checks may be conducted in his absence and such test checks shall not withstanding such absence be binding upon Contractor provided always that any objection made by Contractor to test check shall be duly investigated and considered in the manner set out below: (i) It shall be open to the Contractor to take specific objection to test checks of any recorded measurement within 7 days of date of such test checks. Any re-test check done by the concerned Railway's authority in the presence of the Contractor or in his absence after due notice given to him in consequent of objection made by the Contractor shall be final and binding on the Contractor and no claim whatsoever shall thereafter be entertained regarding the accuracy and classification of the measurements. (ii) If an objection raised by the Contractor is found by the Engineer to be incorrect the Contractor shall be liable to pay the actual expenses incurred in measurements. **(b)Incorrect measurement, actions to be taken :** If in case during test check or otherwise, it is detected by the Engineer that agency has claimed any exaggerated measurement or has claimed any false measurement for the works which have not been executed; amounting to variation of 5% or more of claimed gross bill amount, action shall be taken as following: (i) On first occasion of noticing exaggerated/ false measurement, Engineer shall recover liquidated damages equal to 10% of claimed gross bill value. (ii) On any next occasion of noticing any exaggerated/false measurement, railway shall recover liquidated damages equal to 15% of claimed gross bill value. In addition the

	facility of recording of measurements by Contractor as well as release of provisional payment shall be withdrawn. Once withdrawn, measurements shall be done by railway as per clause 45(i) above. **As per Clause No. 45 (ii), Part-II of GCC-2022, with up to date correction slip**
Note	'Contractor's authorized Engineer' shall mean a graduate Engineer or equivalent, having more than 3 year experience in the relevant field of construction work involved in the contract, duly approved by Engineer. **As per Clause No. 1.(1)(q), Part-II of GCC-2022, with up to date correction slip**
23.0	**PAYMENT OF COTRACTUAL WORKS**
23.1	**"On-Account" Payments**: The Contractor shall be entitled to be paid from time to time by way of "On-Account" payment only for such works as in the opinion of the Engineer he has executed in terms of the contract. All payments due on the Engineer's/Engineer's Representative's certificates of measurements or Engineer's certified "Contractor's authorized Engineer's measurements" shall be subject to any deductions which may be made under these presents and shall further be subject to, unless otherwise required by Clause 16 of these Conditions, a retention of six percent by way of Security Deposits, until the amount of Security Deposit by way of such retentions shall amount to 5% of the total value of the contract provided always that the Engineer may by any certificate make any correction or modification in any previous certificate which shall have been issued by him and that the Engineer may withhold any certificate, if the works or any part thereof are not being carried out to his satisfaction. **As per Clause No. 46.(1) Part-II of GCC-2022, with up to date correction slip**
23.2	**On account Payments Not Prejudicial To Final Settlement** "On-Account" payments made to the Contractor shall be without prejudice to the final making up of the accounts (except where measurements are specifically noted in the Measurement Book as "Final Measurements" and as such have been signed by the Contractor and Engineer/Engineer's Representative) and shall in no respect be considered or used as evidence of any facts stated in or to be inferred from such accounts nor of any particular quantity of work having been executed nor of the manner of its execution being satisfactory. **As per Clause No. 46.(3) Part-II of GCC-2022, with up to date correction slip**
23.3	**Rounding off Amounts:** - The total amount due on each certificate shall be rounded off to the nearest rupee, i.e. sum less than 50 paise shall be omitted and sums of 50 paise and more upto ₹1 will be reckoned as ₹ 1. **As per Clause No. 46.(2) Part-II of GCC-2022, with up to date correction slip**
23.4	**Final Payment:** On the Engineer's certificate of completion in respect of the works, adjustment shall be made and the balance of account based on the Engineer or the Engineer's representative's certified measurements or Engineer's certified "contractor's authorized engineer's measurements" of the total quantity of work executed by the Contractor upto the date of completion and on the rates accepted in Bill(s) of Quantities and for extra works on rates determined under Clause 39 of these Conditions shall be paid to the Contractor subject always to any deduction which may be made under these presents and further subject to the Contractor having signed delivered to the Engineer enclosing either a full account in detail of all claims he may have on the Railway in respect of the works or having delivered No Claim Certificate and the Engineer having after the receipt of such account given a certificate in writing that such claims are not covered under excepted matter i.e. Clauses 7(j), 8, 18, 22(5), 39.1, 39.2, 40A, 43(2), 45(i)(a), 55, 55-A(5), 57, 57A, 61(1), 61(2) and 62(1), 63(iv) and 63.2.11of Standard General Conditions of Contract or in any Clause (stated as excepted matter) of the Special Conditions of the Contract, that the whole of the works to be done under the provisions of the Contracts have been completed,

	that they have been inspected by him since their completion and found to be in good and substantial order, that all properties, works and things, removed, disturbed or injured in consequence of the works have been properly replaced and made good and all expenses and demands incurred by or made upon the Railway for or in the respect of damage or loss by from or in consequence of the works, have been satisfied agreeably and in conformity with the contract. **As per Clause No. 51.(1) of Part-II GCC-2022, with up to date correction slip.**
24.0	**INSTRUCTIONS OF MODE OF PAYMENT IN WORKS TENDERS OR SERVICE TENDER THROUGH LETTER OF CREDIT (LC)**
24.1.1	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.
24.1.2	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.
24.1.3	The option so exercised, shall be an integral part of the bidder's offer.
24.1.4	The above option of taking payment through LC arrangement, once exercised by tenderer at the time of biding, shall be final and no change shall be permitted, thereafter, during execution of contract.
24.1.5	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 2019-19. 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 Railway 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 (format enclosed as **Annexure-'B'**) 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 Railway's Bank (Local SBI Branch).
	(l) The contractor's bank (advising bank) shall submit the documents to the Railway's Bank (Local SBI Branch).
	(m) The railway's bank (issuing bank) shall, after verifying the claim so received with reference to the digitally signed Document of Authorization received from Railway Accounts Office, release the payment to contractor's bank (advising bank) for crediting the same to contractor's 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.
24.2	For opening of LC, executive department shall make a request letter to concerned Accounts Department on a format, placed as **Annexure-'A'.**
25.0	**GUIDELINES FOR ELECTRONIC REVERSE AUCTION FOR WORKS, SERVICE CONTRACTS:** **(Ref:- RB Letter No.2017/Trans/01/Policy/Pt-S dated 28-03-2018)**
(a)	Selection criteria for tender cases of Works and Services proposed through Reverse Auction (e-RA) route:

<table>
<tr><td>(b)</td><td>Following method of purchase through Reverse Auction shall be adopted for Works and Service tenders valued more than Rs. 50 Cr. in each case.</td></tr>
<tr><td>(c)</td><td>The process of procurement through Reverse Auction shall be followed only in case of tenders where there are at least three technically eligible offers.</td></tr>
<tr><td>25.2</td><td>Financial Bids in single currency/parameter only shall be allowed.</td></tr>
<tr><td></td><td><u>Procedure for award of contracts through Reverse Auction</u></td></tr>
<tr><td>(a)</td><td>The procedure discussed herein shall be fully implemented through IREPS. Any reference to Reverse Auction in these instructions shall imply e–RA.</td></tr>
<tr><td>(b)</td><td>Conduct and reporting of Reverse Auction shall be as per Annexure-C.</td></tr>
<tr><td>25.2.1</td><td>The essential technical and commercial parameters will be specified in a transparent manner in the tender document. No deviation to such essential Technical & Commercial conditions shall be permitted to the tenderer(s) in the electronic bid form.</td></tr>
<tr><td></td><td><u>Technical Bid and Initial Price Offer :</u></td></tr>
<tr><td>(a)</td><td>In case of Works and Services related tenders, e-RA shall be adopted only for those cases where evaluation is on the basis of single parameter/currency.</td></tr>
<tr><td>(b)</td><td>Bidder shall be simultaneously required to electronically submit a Technical & Commercial Bid and Initial Price Offer. The offers found eligible for award of contract/meeting eligibility criteria shall be categorized as Qualified for Award of Contract for the purpose of e-RA.</td></tr>
<tr><td>(c)</td><td>Offers not complying with essential technical & commercial requirements of the tender shall be declared as Ineligible for award of contract.</td></tr>
<tr><td>25.2.2</td><td>Initial Price Offer of only those bidders categorized as Qualified for Award of contract shall be opened and tabulated by system separately.</td></tr>
<tr><td>(a)</td><td><u>Financial Bid</u>
Financial Bid shall comprise of Final Price Offer obtained through Reverse Auction. Following conditions and procedure shall be followed in selection of bidders for conduct of Reverse Auction:</td></tr>
<tr><td></td><td>Selection of vendors for Reverse Auction for award of Contract in Works and Services tenders :</td></tr>
<tr><td>(b)</td><td>
<table>
<tr><td>Number of tenderers Qualified for Award of contract/Bulk order</td><td>Number of tenderers to be selected for Reverse Auction.</td><td>Remarks</td></tr>
<tr><td>< 3</td><td>NIL*</td><td rowspan="3">The bids disallowed from participating in the Reverse Auction shall be the highest bidder(s) in the tabulation of Initial Price Offer. In case the highest bidders quote the same rate, the Initial Price Offer received last, as per time log of IREPS, shall be removed first, on the principle of last in first out, by IREPS system itself.</td></tr>
<tr><td>3 to 6</td><td>3</td></tr>
<tr><td>More than 6</td><td>50% of Vendors Qualified for Bulk Order/ award of contract (rounded off to next higher integer).</td></tr>
</table>

Note:-
(i)* If the number of tenderers qualified for Award of Contract is less than 3 RA shall not be done and tender may be decided on the basis of Initial Price Offer(s).
(ii) Make in India criteria: All bidders eligible for benefits under Public Procurement (Preference to Make in India) Order – 2017, found Qualified for Award of Contract and</td></tr>
</table>

	are within the specified range of price preference of lowest Initial Price Bid shall be permitted to participate in the Reverse Auction, irrespective of their interse ranking on the basis of Initial Price Bid. Such bidders shall be over and above the number of vendors selected for Reverse Auction, as per Para 24.2.2(a) above.
	(iii) During Reverse Auction process, bidders shall not be allowed to bid a rate higher than the lowest Initial Price Offer.
25.2.3	Reverse auction among bids categorized as Qualified for Award of Contract shall be conducted on IREPS platform. Bidders shall be able to see the auction screens.
25.2.4	**PROCEDURE FOR CONDUCT AND REPORTING OF R.A.** 1. The tendering authority shall solicit bids through an invitation to the electronic Reverse Auction to be published or communicated in accordance with the provisions similar to e-procurement. 2.Depending upon the nature of item/work/service and complexity of case on hand, following shall be indicated in the tender for e-RA itself. (a) Initial e-RA period: This shall be the initial time interval for e-RA, e-RA shall be open for this duration. (b) Auto extension period: In case any offer is received in the time period equal to auto extension period before close of initial e-RA period, the e-RA shall be extended for time equal to auto extension period from the time of last bid. There shall be no upper limit on number of auto extensions. When no offer is received in the last auto extension period, e-RA shall close. (c) Minimum decrement in percentage of value of the last successful bid. 3. Date and time for start of e-RA shall be communicated to qualified tenderers by the convener after evaluation of the Technical Bids. 4. After submission of Initial Price Bid, tenderers will not be allowed to revise the taxes and other levies. 5. During auction period, identities of the participating tenderers will be kept hidden. 6. Minimum admissible bid value will be last bid value minus minimum decrement as specified by the tendering authority before starting of reverse auction. Starting point for reverse auction shall be the lowest initial Price Bid of the Tenderer eligible for award of contract. 7. After close of the RA, tabulation of lot (minimum) bids received from all the tenderers will be generated and made visible to Railways and participating tenderers. 8. Railway users can also view the bidding history in chronological order. 9. Bidders will not be allowed to withdraw their last offer. 10. L-1 will be defined as the lowest bid obtained after the closure of R.A. session for Goods, Works and Services tenders.

Annexure-'A'

(Clause No. 24.3of General Instructions to Tenderers)

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

Office of Railway

No…… Dated…….

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

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

****

It is requested to open a sight LC against the above referred order/Agreement in favour of …….. The details of beneficiary are as under:

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

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

(Signature)
Name……
Designation……..
(Official Seal)

ANNEXURE – D

(Clause No. 15.3 of General Instruction &
Clause 10.3 of Tender Form (Second Sheet) of Annexure I of GCC 2022)

TENDERER'S CREDENTIALS (BID CAPACITY)

NORTH WESTERN RAILWAY

For tenders having advertised valuemore than Rs 20 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:

Available Bid Capacity = [A x N x 2] – 0.33xNxB

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 commitments and balance amount of ongoing works with the 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.
© 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. (a) The arithmetic sum of individual "bid capacity" of all the members shall be taken as JV's "bid capacity". (b) 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**. (c) 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.

ANNEXURE – E

PROFORMA
DECLERATION BY TENDERER

I/We hereby solemnly declare that I/We visited the site of the work (as on top sheet) personally and have made myself/ourselves fully conversant of the conditions therein and particular the following:-

1. Topography of area.
2. Soil strata at site of work.
3. Sources and availability of construction materials.
4. Rates for construction of material, water, electricity including all local taxes, royalties, octrois etc.
5. Availability of local labour (both skilled and unskilled) and relevant labour rates and labour laws.
6. The existing roads and approaches to the site of work and requirements for further service roads/approaches to be constructed by me/us
7. The availability and rates of private land etc. that shall be required by me/us for various purposes.
8. Climatic conditions and availability of working days.

I/We have quoted my/our rates for various items in the schedule of items, quantities and rates taking into account all the above factors also.

Signatures of the Tenderer/s

ANNEXURE-I

(Para 16.1(a) of General Instructions)
& clause No. 14 (ii)(a), Tender Form (Second Sheet), Part-I of GCC-2022, with up to date correction slip

1.	Full name of the firm	:
2.	Registered Head Office Address	:
3.	Branch Office in India (If any)	:
4.	Constitution of firm (whether Sole proprietorship firm/Partnership firm/ Limited Company/Joint Venture (JV)/Registered Society/ Registered Trust /LLP/HUF etc)	:
5.	Bank account details of the firm i.e. Account No., name of bank and bank specific code number (MICR & IFSC) to facilitate electronic payment	
6.	Detail of PAN of the firm	
7	E Mail ID	

Note:- 1. Please enclosed-
(i) Attested copy/copies of the constitution of their firm
(ii) Copy of PAN CARD.
2. Tender document has to be signed by such persons as may be legally competent to sign on behalf of the firm, company, association, trust or society as the case may be

Date:

Signature of Tenderer/s
With Seal

ANNEXURE-II

(Para 16.1(b) of General Instructions)

clause No. 6.1 Part-I &11(iv), Tender Form (Second Sheet), Part-I of GCC-2022, with up to date correction slip

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 North Western 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 and may also lead to any other action provided in the contract including banning of business for a period of upto two year. Further, I/we (*insert name of the tenderer*) ** ---------- and all my/our constituents understand that my/our offer shall be summarily rejected.
9. I/we also understand that if the contents of the certificate submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of Bid Security/Security Deposit and Performance guarantee and may also lead to any other action provided in the contract including banning of business for a period of upto two year.

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

SEAL AND SIGNATURE
OF THE TENDERER

Place:
Dated:

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

ANNEXURE-II(A)
(Para 16.1(b) of General Instructions)

clause No. 6.1 Part-I &11(iv), Tender Form (Second Sheet), Part-I of GCC-2022, with up to date correction slip

(This certificate is to be given by attorney/authorized signatory/each member of partnership firm/joint venture(JV)/Hindu Undivided Family(HUF)/Limited Liability Partnership(LLP) etc.)

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

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

SEAL AND SIGNATURE
OF THE CONSTITUENT FIRM/CONSTITUENT PARTNER

Place:
Dated:

"ANNEXURE -III"

(Para 16.0(c)(i) of General Instructions) &
Clause No. 10.1(a),Tender Form (Second Sheet), part I of GCC 2022

Details of works of similar nature physically completed in all respect as per contract agreement during last seven years, ending last day of month previous to the one in which tender is invited

SN	Name of work	Name of organization for whom work physically completed	Type of organization for whom work executed	Contract Agreement No. & Date	Original value of contract agreement	Final value of contract as completed	Payment received till opening of present tender (On account/final bill)	Time taken for completion of work		Principal feature of the work in brief
								Date of award of contract	Date of actual completion	
1	2	3	4	5	6	7	8	9	10	11
1.										
2.										

Date: Signature of Tenderer/s With Seal

Note:-

(i) Above detail should be given only for works which have been physically completed in all respects. Part completed work shall not be considered.

(ii) Certificate from Private individual for whom such works are executed shall not be Considered for eligibility of tenderers.

(iii) The tenderers should attach self-attested copy of certificate issued by the organizations for whom the work was carried out in the proforma as per Annexure-IV(A), IV(B), IV(C) as applicable.

(iv) In column 4 type of organization is to be mentioned viz. Central/ State Governments/Public Sector Undertaking/Public Funded Institutions/Municipal Bodies/Railways Siding owners/Concessionaire/ Public listed company.

(v) In case of JV firm, these details are also required for all the members of the JV firm for one similar single work for a minimum of 10 % of advertised value of the tender (for works without composite components).

(vi) No technical and financial credentials are required for tenders having value upto Rs. 50 lakhs.

Annexure III(A)

As per clause No. 16.1(c) (ii) of General Instruction and Clause No. 10.1 b (i) &b (ii) of Tender Form (Second Sheet), **Part I of GCC-2022, with up to date correction slip**

Details of work of similar nature successfully completed during last seven years, ending last day of month previous to the one in which tender invited and detailed in Annexure III (bifurcated as per components of tender schedule) to be submitted by tenderer along with Annexure–III in case of tender having composite nature of work, having distinct components and having separate schedule for each component having value more than two crore

S. N	Description of components/component as per tender schedule, executed in different contracts	Name of work under which components (mentioned in column II) executed	S.N. of Annexure three, where other details of this work mentioned	Payment received under these components till ending last day of month previous to the one in which tender is invited	Percentage of amount received under these components equal to advertised value of tender	Percentageof advertise value of tender amount required as per technical eligibility criteria under these components			Remark
						Three works costing not less than 30% of advertise value	Two works costing not less than 40% of advertise value	One works costing not less than 60 % of advertise value	
I	II	III	IV	V	VI	VII	VIII	IX	X
1	All components (A,B,C,D,E,----) executed in single contract								
2	More than one component executed in single contract								
3	Only one component executed in single contract								

Date:

Signature of Tenderer/s
With Seal

Note:-

(i) Component wise details mentioned above should be supported by completion certificate submitted under Annexure- IV(A), IV(B), IV(C). In case of JV firm, these details are also required for all the members of the JV firm for one similar single work for a minimum of 10 % of cost of any component of work in separate sheet (for work with composite components).
(ii) No technical and financial credentials are required for tenders having value upto Rs. 50 lakhs.

ANNEXURE –III(B)

(Para 16.0(c)(i) of General Instructions) &
Clause No. 10.1,Tender Form (Second Sheet), part I of GCC 2022, **with up to date correction slip**

Details of works of similar nature physically completed in all respect for Public listed companies by the tenderer/s during last seven years, ending last day of month previous to the one in which tender is invited

SN	Name of work	Name of organization for whom work physically completed	Type of organization for whom work executed	Contract Agreement No. & Date	Original value of contract agreement	Final value of contract as completed	Payment received till opening of present tender (On account/final bill)	Time taken for completion of work		Principal feature of the work in brief
								Date of award of contract	Date of actual completion	
1	2	3	4	5	6	7	8	9	10	11
1.										
2.										

*** It is certified that:**

1. The above Public listed company/companies mentioned above is/are
   a) Having average annual turnover of Rs.500 crore and above in last three financial years excluding the current financial years;
   b) Listed on National Stock Exchange or Bombay Stock Exchange and
   c) Incorporated/registered at least 5 years prior to the date of opening of the tender.
2. Copies of the work experience certificate, work orders, bill of quantities, bill wise details of payment received, TDS certificates of all payments received, copy of final bill/last bill paid by the company duly certified are attached.
3. Attached information have been duly certified by Chartered Accountants.
4. I/We understand that in case above details are not furnished at the time of tendering the work experience certificate shall not be considered for adjudging the Technical Eligibility the tenderer in any case.

Certified that above details are correct

Signature of Chartered Accountant with seal

Date:

Signature of Tenderer/s
With Seal

Note:-

(i) Above detail should be given only for works which have been physically completed in all respects. Part completed work shall not be considered.

(ii) Annexure-III(B) to be signed by tenderer/s and Chartered Accountant as the credentials from Public listed companies are being attached for consideration.

(iii) The tenderers should attach self-attested copy of certificate issued by the organizations for whom the work was carried out in the proforma as per Annexure-IV(A), IV(B), IV(C) as applicable.

(vi) No technical and financial credentials are required for tenders having value upto Rs. 50 lakhs.

ANNEXURE-IV(A)

(Para 16.1 (d) and Note to para 15 Note No.(iii) (c) of General Instructions)
Clause No. 11(i), Tender Form (Second Sheet), part I of GCC 2022, **with up to date correction slip**

COMPLETION CERTIFICATE

Name of Organization

Postal address, Phone No., Email ID, Fax No

Letter **No**. Date:-…….

1.	Name of work	
2.	Contract Agreement (C/A) No. and date	
3.	Name of Firm with address	
4.	Nature of entity (Sole Prop./Partnership firm/company/Joint Venture firm/Registered Society /registered Trust etc.)	
5. (i)	In case of Partnership firm/JV/……. Name and % share of individual partners/members.	
(ii)	In case of Sole Proprietorship, the name of sole proprietor	
6.	Original value of contract agreement.	
7.	Final value of contract as completed. (if final bill paid)	
8.	Date of award of contract	
9.	Has the work physically been completed in all respect as per contract agreement?	(Yes / No)
10.(i)	If yes, then actual date of physical completion.	
(ii)	Whether extension to DOC given with penalty or without penalty	
11.	Total payment made in above contract till the date of opening of present tender along with financial year –wise break-up	
12.	In case of composite work: (See note (vii) below) Payment made for relevant distinct component of work out of total payment made under Sr. No. 11 above.	
13.	Brief description of nature & scope of work	
14.	Performance of Contractor (Satisfactory/Unsatisfactory)	

I hereby certify that above mentioned work has been physically completed in all respect as per contract agreement. Performance of the contractor while executing the work had been satisfactory.

(Signature)
Date- Name and Designation of officer
Mobile No. of officer
Seal of officer

Note:-

(i) Submission of false certificates by tenderer shall lead to, forfeiture of BID SECURITY and other action including penal action (Annexure-II).

(ii) Copy of certificate duly self-attested shall be submitted along with tender document.

(iii) Payment made as indicated in above certificate (At Sr. No. 11/ Sr. No. 12) will be considered as value of completed work for the purpose of eligibility under special technical criteria.

(iv) Above format is for guidance only. Any certificate containing information asked for shall be considered.

(v) In case of JV firm, these details are also required for all the members of the JV firm for one similar single work for a minimum of 10 % of advertised value of the tender (for works without composite components).

(vi) In case of JV firm, these details are also required for all the members of the JV firm for one similar single work for a minimum of 10% of cost of any component of work in separate sheet (for work with composite components).

(vii) Only those works will be treated as composite works which consist of more than one distinct component of work such as Civil Engg. Works, S&T work, Electrical work, OHE work etc. and there is separate schedule for each such distinct components in the tender documents.

(vii) No technical and financial credentials are required for tenders having value upto Rs. 50 lakhs.

ANNEXURE-IV(B)

(Para 16.1(d) and Note to para 15 Note No.(iii) (c) of General Instructions)
Clause No. 11(i), Tender Form (Second Sheet), part I of GCC 2022, with up to date correction slip

COMPLETION CERTIFICATE

(If the work is awarded by Concessionaire)

Name of Concessionaire

Address and Contract details i.e. Phone No. FAX, e-mail.

Letter **No**. Date:-…….

1.1	Name of work /Project executed by the Concessionaire	
1.2	Name and Address of Authority which awarded work to the Concessionaire.	
1.3	Name of work awarded by the Concessionaire to the firm.	
2.	Contract Agreement (C/A) No. and date	
3.	Name of Firm with address	
4.	Nature of entity (Sole Prop./Partnership firm/company/Joint Venture firm/Registered Society /registered Trust etc.)	
5. (i)	In case of Partnership firm/JV/……. Name and % share of individual partners/members.	
(ii)	In case of Sole Proprietorship, the name of sole proprietor	
6.	Original value of contract agreement.	
7.	Final value of contract as completed. (if final bill paid)	
8.	Date of award of contract	
9.	Has the work physically been completed in all respect as per contract agreement?	(Yes / No)
10. (i)	If yes, then actual date of physical completion.	
(ii)	Whether extension to DOC given with penalty or without penalty	
11.	Total payment made in above contract till the date of opening of present tender along with financial year –wise break-up	
12.	In case of composite work: (See note (vii) below) Payment made for relevant distinct component of work out of total payment made under Sr. No. 11 above.	
13.	Brief description of nature & scope of work	
14.	Performance of Contractor (Satisfactory/Unsatisfactory)	

I hereby certify that above mentioned work has been physically completed in all respect as per contract agreement. Performance of the contractor while executing the work had been satisfactory.

Date

Signature & Name of Authorized Person
Of the Concessionaire with Seal and
Mobile No. of Issuing Person.

Note:-

(i) Submission of false certificates by tenderer shall lead to, forfeiture of BID SECURITY and other action including penal action (Annexure-II).

(ii) Copy of certificate duly self-attested shall be submitted along with tender document.

(iii) Payment made as indicated in above certificate (At Sr. No. 11/ Sr. No. 12) will be considered as value of completed work for the purpose of eligibility under special technical criteria.

(iv) Above format is for guidance only. Any certificate containing information asked for shall be considered

(v) A self-attested copy of LOA and concessionaire agreement executed between concessionaire & Authority at Sr. No 1 above shall be submitted along with this completion certificate.

(vi) In case of JV firm, these details are also required for all the members of the JV firm for one similar single work for a minimum of 10 % of advertised value of the tender (for works without composite components).

(vii) In case of JV firm, these details are also required for all the members of the JV firm for one similar single work for a minimum of 10 % of cost of any component of work in separate sheet (for work with composite components).

(viii) Only those works will be treated as composite works which consist of more than one distinct component such as Civil Engg. Works, S&T work, Electrical work, OHE work etc. and there is separate schedule for each such distinct components in the tender documents

(ix) No technical and financial credentials are required for tenders having value upto Rs. 50 lakhs.

ANNEXURE-IV(C)

(Para16.1(d)andNote topara15NoteNo.(iii) (c)ofGeneral Instructions) ClauseNo.11(i), TenderForm(SecondSheet),partI ofGCC2022,withuptodate correction slip

COMPLETIONCERTIFICATE

(If the work is awarded by Public listed company)

Name of the public listed company

Address and Contract details i.e. Phone No.FAX, e-mail.

Letter **No**. Date:-…….

1.1	Name of work/Project	
1.2	Name and Address of the public listed company	
1.3	Number as incorporated/ registered in the National stock Exchange or Bombay stock exchange	
1.4	Date of getting listed in NSE/BSE (document to be attached as Per note (vi)below).	
1.5	Average Annual turn over of the public listed company in last Three financial years excluding current financial year.(details to be attached as per proforma in annexureVIII as per note(vii) below)	
2.	Contract Agreement (C/A)No. and date	
3.	Name of Firm with address	
4.	Nature of entity (Sole Prop./Partnership firm/company/Joint Venture firm/Registered Society/registered Trust etc.)	
5.(i)	In case of Partnership firm/JV/……. Name and % share of Individual partners/members.	
(ii)	In case of Sole Proprietorship, the name of sole proprietor	
6.	Original value of contract agreement.	
7.	Final value of contracts completed.(if final bill paid)	
8.	Date of award of contract.	
9.	Has the work physically been completed in all respect as per contract agreement?	(Yes /No)
10(i)	If yes, then actual date of physical completion.	
(ii)	Whether extension to DOC given with penalty or without penalty	
11.	Total payment made in above contract till the date of opening of Present tender along with financial year–wise break-up	
12.	In case of composite work:(See note(xii)below) Payment made for relevant distinct component of work out of total payment made under Sr. No. 11above.	
13.	Brief description of nature& scope of work	
14.	Performance of Contractor(Satisfactory/Unsatisfactory)	

I here by certify that above mentioned work has been physically completed in all respect as per contract agreement. Performance of the contract or while executing the work had been satisfactory.

Date

Signature &Name of Person Authorized By the Public listed Company with Seal and Mobile No. of Issuing Person.

Note:-

(i).Following documents regarding the **Public listed company** are required to be submitted along with the certificate**(Mandatory)**

1.DetailsofAverageAnnual turn over of the public listed company in last three financial years excluding current financial year(shouldbe500Crandabove) issued by Chartered Accountant. These details need to be submitted as per the proforma of Annexure VIII.

2.Thecopy of the documents regarding listing in the National stock exchange or Bombay stock exchange with details of status of listing as on date of opening of tender, duly self-attested.

3.The copy of the document of incorporation/registration of the Public listed company(should be at least 5years prior to date of opening of tender), duly self-attested.

4.The copy of document regarding Person Authorized by the Public listed Company to issue such certificate, duly self-attested.

5.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 a copy of final/last bill paid by the public listedcompanyinsupportofaboveworkexperiencecertificatedulyself-attested.

6. The certificate shall not be taken into consideration if any of the above conditions, prerequisites is not fulfilled or required supporting mandatory documents are found deficient.

(i)Submission of false certificates by tenderer shall lead to, forfeiture of Bid Security and other action including penal action (Annexure-II).

(ii) Above format is for guidance only. Any certificate containing required information

(iii)In case of JV firm, these details are also required for all the members of the JV firm for one similar single work for a minimum of 10% of advertised value of the tender(for works without composite components).

(iv)In case of JV firm, these details are also required for all the members of the JV firm for one similar single work for a minimum of 10% of cost of any component of work in separate sheet (for work with composite components).

(v) Only those works will be treated as composite works which consist of more than one distinct component such as Civil Engg, Works, S&T work, Electrical work, OHE work etc. and there is separate schedule for each such distinct components in the tender document. Asked for shall be considered

ANNEXURE-VI

(Para 16.1 (g) of General Instructions)

Clause No.11 (iii) Annex.I of Part-I of GCC-2022, with up to date correction slip.

LIST OF PLANTS & MACHINERY AVAILABLE ON HAND AND PROPOSED TO BE INDUCTED (OWN AND HIRED TO BE GIVEN SEPARATELY) FOR SUBJECT WORK.

Sr. No.	Particulars of Plants/Machinery	No. of Unit	Kind and make	Capacity	Age & Conditions	Owned by firm	Proposed to be purchased	
							Date of placing order	Likely date of receipt
1	2	3	4	5	6	7	8	9
1								
2								
3								
4								
5								

Note:

(a) Indicate clearly, whether (i) Owned by firm, or (ii) To be purchased by firm giving date of placing order and likely date of receipt.

(b) Optimum Plants and Machineries required to be deployed during execution of work.

(i) Earthwork in formation of New Line / Doubling/ Gauge Conversion Project: Poclain, JCB, Vibratory Roller, Grader, Dumpers, Tractors, Water tank etc.

(ii) Concreting work for bridge work: Concrete pump, Transit mixer as per requirement, Batching plant of suitable capacity, JCB, Needle vibrator 60/40mm etc.

Signature of Tenderer/s

Dated:----------

Annexure–VIA

Para5 of the Instructions to Tenderers

(**Bid Security**)

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

Name of the Bank:----------

President of India,

Acting through.....

…….. Railway,

Beneficiary: ……. Railway

Date:.....

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

In consideration of the President of India acting through-----(Designation& address of Contract Signing Authority),…….. Railway, ……., …. (here in after called "The Railway") having been informed that……[Insert name of the bidder]……(here in after called "the Bidder")
in tends to submit its bid(herein after called "the Bid").

WHEREAS,theBidderisrequiredtofurnishBidSecurityforthesumof[InsertrequiredValueof Bid Security], in the form of Bank Guarantee, according to conditions of Bid.

AND

WHEREAS,.....[Insert Name of the Bank], with its Branch.....[Insert Address] having its Headquarters office at..... [Insert Address], hereinafter called the Bank, acting through.....[Insert Name and Designation of the authorised persons of the Bank] ,have, at the request of the Bidder, agreed to give guarantee for Bid Security as herein after 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, here by, 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 not withstanding 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 here in before shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.
5. The Bank agrees that no change, addition, modifications to the terms of the Bid document or to any documents, which have been or may be made between the Railway and the Bidder, will in any way absolve the Bank from the liability under this guarantee; and the Bank, here by, 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 90days beyond the expiry of validity of Bid]. Any demand in respect of this Guarantee should reach the Bank with in 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 the irrespective successors and assigns.

9. The Bank here by 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	
IFSC TYPE	
BANK NAME	
BRANCH NAME	
CITY NAME	
ADDRESS	
DISTRICT	
STATE	
BG ENABLED	

11. The Guarantee shall be valid in addition to and without prejudice to any other security Guarantee(s)ofBidderinfavouroftheRailway.TheBank,underthisGuarantee,shallbe 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

(Para 16.1 (g) of General Instructions)

Clause No.10.2 Annex.I of Part-I of GCC-2022, with up to date correction slip.

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

NAME OF BIDDER/JV PARTNER:

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

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 fullconsideration of all observations/notes in Auditor's reports._____

(Signature of Chartered Accountant)

Name of CA:_____

Registration No: _____

(Seal)

ANNEXURE-VII

(Para 16.1 (h) of General Instructions)

Clause No.11 (iii) Annex.I of Part-I of GCC-2022, with up to date correction slip.

LIST OF PERSONNEL ORGANIZATION AVAILABLE ON HAND AND PROPOSED TO BE ENGAGED FOR THE SUBJECT WORK.

Sr. No.	Name & Designation	Qualification	Professional experience	Remarks
1.	2	3	4	5
1				
2				
3				
4				
5				
6				
7				
8				

Signature of Tenderer/s

Dated:----------

ANNEXURE-VIII

(Para 16.1 (k) of General Instructions)

Clause No.10.2 and 11(ii) Annex.I of Part-I of GCC-2022, with up to date correction slip

(ON THE LETTER HEAD OF CHARTERED ACCOUNTANT)

(TO BE SUBMITTED IN CASE FINANCIAL CREDENTIAL ARE BASED ON CONTRACTUAL PAYMENTS AS IN BALANCE SHEETS)

Compliance of Financial Eligibility criteria by the Tenderer regarding contractual payments received during the qualifying period i.e during the current financial year plus previous three financial years.

To
PCSTE/CSTE,
North Western Railway,
Jaipur.

Sub: - Contractual receipts of M/s (Name of firm)…….
……

It is to certify that contractual receipts of M/s (Name of firm)…….during current financial year and preceding three financial years as extracted from audited balance sheets are as under :-

Sr. No.	**Financial year**	**Amount of Contractual Payment Receipts**	***Extracted from Source document (Page Ref. of Audited balance sheet)**
1.	Current Financial year (Say A)		
2.	A-1		
3.	A-2		
4.	A-3		

1. **Certificate of Chartered Accountant** :

Certified that above contractual payments are correct as per the Audited Balance Sheets of the firm…….

Yours sincerely,
[Signatures of the Chartered Accountant
who have audited the balance sheet.]

Date: …

(Name & Sign. Of
Authorized Signatory)

Seal of firm
Registration No:-
E-Mail:-
Phone:-
Address:-
FAX:-

2. **Declaration by the Tenderer:**

I hereby declare that the information given above are true and copy of the certificate enclosed is also genuine. If any of the information given above is found to be wrong at any time, my tender will liable to be rejected.

Name and signature of Tenderer

along with Seal.

ANNEXURE –VIII(A)
(Para 16.1 (k) of General Instructions)
Clause No.10.2 and 11(ii) Annex.I of Part-I of GCC-2022, with up to date correction slip

TO BE SUBMITTED IN CASE FINANCIAL CREDENTIALS ARE BASED ON payment received from concerned Department / Client as per Form 26AS/16A from IT TRACES.

Detail of contractual payments received during the qualifying period i.e during the current financial year plus previous three financial years:-

To
PCSTE/CSTE,
North Western Railway,
Jaipur.

Sub: - Contractual receipts of M/s (Name of firm)…….
……

It is to certify that contractual receipts of M/s (Name of firm)…….during current financial year and preceding three financial years as extracted as per 26AS/16A from IT TRACES are as under :-

S. No.	Name of Work	Name of Employer	For the financial year	Details of contractual payment received from concerned Department / Client based on Form 26AS/16A from IT TRACES.	Total contract amount received
a	b	c	d	e	f
			3rd FY		
1					
2					
			2nd FY		
1					
2					
			1st FY		
1					
2					
			Current FY		
1					
2					

1.Certificate of Chartered Accountant :

Certified that above contractual payments are correct as per the contractual payment received during financial year based on 26AS/ 16A from IT TRACES.

[Signatures of the Chartered Accountant]
[i] Name :-
[ii] Seal of firm
[iii] Registration No:-
[ii] Address:-
[iii] Phone No:-
[iv] Fax No:-
[v] e-mail ID:-

Declaration by the Tenderer:

I hereby declare that the information given above are true and copy of the certificate enclosed is also genuine. If any of the information given above is found to be wrong at any time, my tender will liable to be rejected.

Name and signature of Tenderer

along with Seal.

ANNEXURE-IX

(Para 9.0 (ii)(a) & 16.2.1(a) of General Instructions)
Clause No.14(ii)(a) Annex.I of Part-I of GCC-2022, with up to date correction slip

CERTIFICATE

(For sole proprietorship firm)

(to be executed non judicial stamp paper of appropriate value as per law of state concerned-Non Judicial stamp paper should be purchased in the name of proprietor of the firm)

I……..… (Indicate Name of Sole prop) S/o ……..… (Full address of Sole prop) Proprietor of M/s…….…….. (Indicate Name of Proprietary firm) situated at …… (Full address of Sole prop firm) do hereby solemnly affirm & declare as under:-

1. That I am running a business in the name and style of M/S……. which is a sole proprietorship firm and which has got GST registration No……..
2. That I am the "**Sole Proprietor**" of the firm working in the name & style of M/s……. (Indicate Name – Proprietary firm) at …… (Firm Address)
3. That I/ my Firm ……. 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

Deponent
Signature and Seal

VERIFICATION

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

Deponent
Signature and Seal

Place:-
Date:-

Note: - The stamp duty shall be governed by the provision of the Law relating to stamp in Force in that State at the time when such AFFIDAVIT is being executed. Affidavit shall be affirmed before the Notary Public.

Annexure-IX(A)

(Para 16.2.6.1(a) of General Instructions)

Clause No.17.14.2 Annex.I of Part-I of GCC-2022, with up to date correction slip

AFFIDAVIT BY SOLE PROPRIETORSHIP FIRM/ HUF WHEN PARTICIPATING IN JOINT VENTURE

(to be executed non judicial stamp paper of appropriate value as per law of state concerned- Non Judicial stamp paper should be purchased in the name of proprietor of the firm)

I…….S/o Shri…….aged about ……..years R/o…….do hereby solemnly affirm and declare as under:

1. That I am running a business in the name and style of M/s……. which is a sole proprietorship firm and which has got GST registration No……...
2. That I am the sole proprietor of the said firm M/S ……
3. That the Head office of the above named firm is situated at…….
4. That I through my above named firm shall participate in the tender No._____ issued by North Western Railway for the work namely "_____" in Joint Venture and for the purpose shall enter into and execute joint venture agreement with M/S_____& M/S_____ (name of other constituent(s) of joint venture).

DEPONENT

Verification:

Verified at…….on this ……day of……..that the contents of my above affidavit are true and correct to the best of my knowledge and belief and nothing material has been concealed therefrom.

DEPONENT

(seal and signature of Notary Public)

Notes:

1. In this format space has been provided for entering details of two constituents of the JV however if the number vary details may accordingly be entered.
2. The document should be notarized at its place of execution (Place of signing the document)..
3. Each page of the document should be signed by executants.

ANNEXURE-X

(Para 16.2.6 (b) of General Instructions)

Clause No. 17.6 of Annex.I Part-I of GCC-2022, with up to date correction slip)

MEMORANDUM OF UNDERSTANDING FOR JV

(The Memorandum of Understanding shall be submitted in following format on the non-judicial stamp of Rs.500/- duly notarized by Notary Public)

NOW THIS Memorandum of Understanding is executed at ……. (Name of Place) on this date …… (DD/MM/YY) between M/s …….. (Name of first constituent and address) as the first party represented by Shri ……and M/s…… (Name of 2nd constituent and address) represented by Shri…….. As the second party and so on 3rd, 4th&5th subsequent parties. (The expression and words of first and second and other shall mean and include their heir's successors, assigns, nominees, execution, administrators and legal representatives respectively).

WHEREAS all the parties are engaged mainly in the business of execution of Civil Engineering and general contracts for various Government Departments and organizations.

AND WHEREAS the parties herein above mentioned are desirous of entering into a joint venture for carrying out civil engineering and/or contract works in connection with Tender No. ……dated …….. (Name of work)……of North Western Railway, as mutually decided between members of Joint Venture Agreement.

1. That we M/s…….. (JV firm) on behalf of all members of this joint venture agreement agreed that M/s …… will be "Lead Partner" of this Joint Venture.
2. That under this MOU, the work will be done jointly by M/s …….. The first party and M/s …… the second and so on ……..in the name and style of ……. (Name)(Joint venture firm).
3. That we JV firm M/s ……. on behalf of all the members of JV firm shall be legally liable, severally and jointly responsible/ liable for the satisfactory/ successful execution/ completion of the works including maintenance period in all respects and in accordance with terms and conditions of the contract.
4. That we M/s JV firm…….. On behalf of all the members of the JV firm to which the contract is awarded, shall be jointly and severally liable to the Employer (Railways) for execution of the project in accordance with General and Special Conditions of the Contract. The JV members 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.
5. M/s ……(Name of Lead Firm) of JV firm shall be the lead member of the JV firm who shall have a majority ……..% share of interest in the JV firm. The other (One/Two) members shall have following share: - M/s …….. (Name of Second Firm) have ……. % and M/s …….. (Name of Third Firm if any) have ……% share of interest in the JV Firm.
6.. That this JV 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.

7. That we all the Joint Venture members authorize Mr./Ms.……..…one of the members on behalf of the JV firm to deal with the Contract, sign the agreement or enter into contract in respect of the said contract, 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/ correspondence with respect to the contract would be sent to this authorized member……. (Address) of the JV firm. In case the offer is submitted by the person other than those who is appointed as above and there is difference between the name of the person authorized as above and the person who digitally submitted the offer then our offer shall be deemed to be summarily rejected.
8. That no member of the JV 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 employer (Railways) in respect of the said tender/contract.
9 That we all the members of the JV certify that we have not been black listed or debarred by Railways or any other Ministry/Department /PSU (Public Sector Undertaking) of the Govt. of India/ State Govt. from participation in tenders/contract in the past either in our individual capacity or as a member of the JV firm or partnership firm in which they were members/partners.
1. That this Joint Venture MOU shall in all respect be governed by and interpreted in accordance with Indian Laws.

Now the parties have joined hands to form this MOU on this date …….. (DD/MM/YY) with reference to and in confirmation of their discussions and understanding brought on record on date ……. (DD /MM /YY).

In witness thereof all/both the above named parties have set their respective hands on this MOU on ……..the day, ……month …….and year……. first above mentioned, in the presence of the following witnesses:-

1. First party (authorized signatory)

2.Second party (authorized signatory)

3. Third party (if any) (authorized signatory)

With Seal of parties

Witnesses with name & full address:-

1…….2……...

Date……

Place…….

NOTE: - Should MOU be in more than one separate page, each page shall be Signed by the authorized signatory.

ANNEXURE-X(A)

(Para 16.2.6 (c) of General Instructions)

Clause No. 17.14.1(iii) of Annex.I Part-I of GCC-2022, with up to date correction slip)

POWER-OF-ATTORNEY ON BEHALF OF THE JOINT VENTURE

(to be executed non judicial stamp paper of appropriate value as per law of state concerned Non Judicial stamp paper should be purchased in the name of the members of Joint Venture)

KNOW ALL MEN BY THESE PRESENTS THAT WE THE PARTIES whose details are given here under:

1. ……..……(name of constituent)……..(address) as the first party.
2. …….(name of constituent)……..(address) as the second party.

Have entered into a Joint Venture agreement for the purpose of securing the work advertised by North Western Railway vide NIT No…….details of works are as under: "…… ……"

The aforesaid Joint Venture shall be known by the name "……..." (Hereinafter called the Joint Venture which Expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns.

We the above said parties, through this power of Attorney do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms. _____S/o Shri _____(address) who is presently holding the position of …… in ……the firm/ company as our true and lawful attorney (hereinafter referred to as "Attorney") of the Joint Venture to jointly or severally exercise all or any of the following powers for and on behalf of " …… (name of JV) in connection with aforesaid bid:

1. To sign and submit Tender and participate in the aforesaid bid of the North Western Railway on behalf of the Joint Venture.
2. To sign and submit all the necessary papers, letters, forms, quotes, bids etc. on behalf of Joint Venture
3. To negotiate, discuss, agree to make any amendments, alterations or modifications thereto and to make representations, submit papers, affidavits and to do any other act and complete requisite formalities on behalf of the Joint Venture in connection with completion of aforesaid tender work and to enter into liability against the Joint Venture.
4. To sign, execute the contract with North Western Railway for and on behalf of the Joint Venture.
5. And generally to do all such acts, deeds or things as may be necessary or proper for the purposes mentioned above on behalf of Joint Venture.

The Joint Venture agrees and undertakes that in the event of any change in the constitution of the Joint Venture the rights and obligations of the Joint Venture shall continue to be in full force without any effect thereof.

We all the members of Joint Venture undertake that we shall not cancel or amend this Power of Attorney unilaterally and without prior written consent of North Western Railway.

AND the Joint Venture hereby agrees that all acts, deeds or things lawfully done by the said Attorneys or either of them under the authority of this power shall be construed as acts, deeds and things done by the Joint Venture and the Company hereby undertakes to confirm and ratify all and whatsoever the said Attorneys or either of them shall lawfully do or cause to be done by virtue of the powers hereby given.

IN WITNESS WHEREOF the members constituting the Joint Venture as aforesaid have executed these present, on this…… day of…… 20…. , under the common seal(s)/seals of their companies and/or firms(s), in presence of:

WITNESSES:

1. Signature
   Name:
   Address:

Signature of authorized signatories & their Seals:

1. First Party (signature)
   Name:
   Seal

2. Signature
   Name:
   Address:

2. Second Party (signature)
Name:
Seal

Specimen Signatures of Attorney Holder in token of acceptance:

Name……Signature……

Executed and Signed before me on this……day of ……. At ……..(place).

(seal and signature of Notary Public)

Notes: 1. In this format space has been provided for entering details of two constituents of the JV however if the number vary the details may accordingly be entered.

2. The document should be notarized at its place of execution (Place of signing the document)..

3. Each page of the document should be signed by executants.

Annexure-XI
(Para 16.2.6.2(b) of General Instructions)

Clause No. 17.14.1 (ii) of Annex.I Part-I GCC 2022 with up to date correction slip

"**LETTER OF CONSENT**"

(To be submitted by Partnership Firm participating as member of JV)

(to be executed on non-judicial stamp paper as per tender conditions-Non Judicial stamp paper should be purchased in the name of partners of the firm)

We the following partners of M/s…… (Indicate name of firm) (1)……S/o……R/o……..…2…S/o……R/o……3…… S/o……R/o…….……4……S/o……R/o……5……S/o……R/o …….……6……S/o……R/o……having its office at …….. hereby give our consent on behalf of M/s…….……. (Indicate name of firm), which is registered at Registration No……by Registrar of Firms……, in favour of Mr…….. (Indicate name of Partner), whose specimen signature are appended below, for entering into Joint Venture Agreement with M/s…… (Indicate name of other firm's)…… having office at ……. in connection with T. No……Name of work …… to sign & execute the MOU, JV agreement and all other required documents pertaining to above said tender on behalf of firm.

We have read the contents of this letter of consent & accept the same and we hereby agree to and ratify all acts, deeds & things of them or any documents executed by the said partner in the scope of this letter of consent on behalf of firm.

This letter of consent is made at ……. on ……

Name & Signature of Partner/s

(Signature of Sh……..)

Date: ……..

Place:……..

1…….

2…….

3…….

Seal of the Firm

(seal and signature of Notary Public)

Note:-

1. The stamp duty of Rs. 500/- or shall be governed by the provision of the Law relating to stamp in force in that State at the time.
2. Each page of the document should be signed by executants.

Annexure-XII

(Para 16.2.6.1(c) of General Instructions)

& clause No. 17.14.2, 17.14.3 and 15 of Annex I Part-I of GCC-2022, with up to date correction slip

SPECIAL POWER OF ATTORNEY

(To be submitted by Private/Limited Companies, Sole Proprietor or HUF participating as member of JV)(to be executed non judicial stamp paper of appropriate value as per law of state concerned- Non Judicial stamp paper should be purchased in the name of proprietor of the firm)

BE IT KNOWN to all that I …….. (Indicate name of Director/Sole Prop.)…… at the Company/Proprietary firm (Indicate Name of Company & CIN no. / Sole Proprietary firm) ……. having its office at …… do hereby for and on behalf of the said Company/Proprietary firm appoint Sh.…….S/o Shri ……age….. (Indicate Name of Nominee with full address) of the Company/Prop. Firm as our Attorney, whose specimen signature are appended below to execute the MOU/ JV Agreement & all other required documents with M/s ……. (Indicate Name of other Co. /Prop. firm)…….. Situated at …… in connection with the following tender invited by North Western Railway:-

"T.No……Name of work…… ……""

We/ I have read the content of this Special Power of Attorney & accept the same, and we/ I hereby agree to ratify & confirm & do hereby ratify & confirm all acts, deeds & things lawfully done or caused to be done by our said Attorney.

In witness where of I……. (Indicate name of Director/ Sole Prop.) Of M/s…… (Indicate name of Co. / Prop. Firm) the above named Director / Proprietor has executed this Power of Attorney.

For M/s……

(Sign. of Shri……) (Sign& Seal …….)
Place…
Date:-…….

Executed and Signed before me on this……day of ……. At ……..(place).

(Seal and signature of Notary Public)

Note: -

1. Not required if MOU/ JV is signed by Proprietor, Karta of HUF itself
2. The stamp duty shall be governed by the provision of the Law relating to stamp in force in that State at the time when such Power of Attorney is being executed. The Power of Attorney shall duly registered with registrar or notarized.
3. The document should be notarized at its place of execution (Place of signing the document)..
4. Each page of the document should be signed by executants.

Annexure-XIII
(Para 16.2.2 (c) of General Instructions)

& clause No. 18.10(ii), 15 Annex I Part-I of GCC-2022, with up to date correction slip

SPECIAL POWER OF ATTORNEY
(For Partnership Firms only)

BE IT KNOWN to all that we (1) …….……S/o……R/o…..... (2)…….. S/o……R/o…….(3)……S/o……R/o……(4)……S/o……R/o……..(5)…….…… S/o……R/o ……. all the partners of the firm namely M/S …… hereinafter referred to as 'firm', which is registered at Registration No……by Registrar of Firms……. The firm is having its head office at…….. (herein after to be referred as the 'Firm').

We the above named partners of above named firm do hereby, for and on behalf of the said firm irrevocably constitute, nominate, appoint and authorize Shri…… (Name& designation) Special Attorney of the said firm and authorize the said Shri…….…… (name), whose specimen signature are appended below, to do all or any of the following acts deeds and/or things on behalf of the said firm and to represent the firm in respect for the tender No……. (Name of work)…… invited by North Western Railway.

1. To appear before office of North Western Railway related to the process of tendering for the above said tender.
2. To procure/download the tender documents for the above said tender.
3. To digitally sign the above said tender document and for uploading the offer on www.ireps.gov.in for the said Tender. In case the offer is submitted by the person other than those who is appointed as above and there is difference between the name of the person authorized as above and the person who digitally submitted the offer then our offer shall be deemed to be summarily rejected.
4. To attend meetings and submit clarifications including negotiations, if any, called by North Western Railway.
5. To sign the agreement and other relevant documents & receive payment on behalf of firm,
6. To co-ordinate measurement through contractor's authorized engineer, witness measurement, sign measurement books on behalf of firm.
7. To compromise, settle, relinquish any claim(s) preferred by the firm, sign no claim certificate and refer all or any disputes to arbitration.

We/ I have read the content of this Special Power of Attorney & accept the same and We/I hereby agree to ratify & confirm & do hereby ratify & confirm all acts, deeds & things lawfully done or caused to be done by our said Attorney.

That we/our Firm ……. 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.

	Executants Partner
(Signature of Sri……)	(Name & signature)
DATE ……	1.....
	2.....
Place ……..	3.....
	4.....
Seal of Firm	Seal of Firm

Executed and Signed before me on this……day of ……. At ……..(place).

(seal and signature of Notary Public)

Note:-

1. The stamp duty shall be governed by the provision of the Law relating to stamp in force in that State at the time when such Power of Attorney is being executed. The Power of Attorney shall duly registered with registrar or notarized.

2. Each page of the document should be signed by executants.

Annexure-XIV

(Para 16.2.1 (b) of General Instructions) & clause No. 15 Annex I Part-I of GCC-2022, with up to date correction slip

SPECIAL POWER OF ATTORNEY

(For Sole Proprietor Firm only)

BE IT KNOWN to all that I Sole Proprietor of the firm …… having its registered office at ……..……. do hereby, for and on behalf of the said firm appoint Shri…… (Name& designation with full address) Special Attorney of the said firm and authorize the said Shri…….…… (name) whose specimen signature are appended below, to do all or any of the following acts deeds and/or things on behalf of the said firm and to represent the firm in respect for the tender No……. (Name of work)…… invited by North Western Railway.

1. To appear before office of North Western Railway related to the process of tendering for the above said tender.
2. To procure/download the tender documents for the above said tender.
3. To digitally sign the above said tender document and for uploading the offer on www.ireps.gov.in for the said Tender.
4. To attend meetings and submit clarifications including negotiations, if any, called by North Western Railway.
5. o sign the agreement and other relevant documents & receive payment on behalf of firm,
6. To co-ordinate measurement through contractor's authorized engineer, witness measurement, sign measurement books on behalf of firm.
7. To compromise, settle, relinquish any claim(s) preferred by the firm, sign no claim certificate and refer all or any disputes to Arbitration Tribunal.

I have read the content of this Special Power of Attorney & accept the same and I hereby agree to ratify & confirm & do hereby ratify & confirm all acts, deeds & things lawfully done or caused to be done by our said Attorney.

(Signature with name of Power attorney Holder) (Name & signature of sole proprietor)

Dated ……

Place …… (Seal of Firm)

Note:- The stamp duty shall be governed by the provision of the Law relating to stamp in force in that State at the time when such Power of Attorney is being executed. The Power of Attorney shall duly registered with registrar or notarized.

Annexure-XV

(Para 16.2.3 (c) of General Instructions)
& clause No. 14(ii)(e) (iii) and 15 of Part-I of GCC-2022, with up to date correction slip

POWER-OF-ATTORNEY FOR SIGNING OF BID (when Tenderer is company incorporated under companies Act)

(to be executed non judicial stamp paper of appropriate value as per law of state concerned-Non Judicial stamp paper should be purchased in the name of the company)

KNOW ALL MEN BY THESE PRESENTS: WHEREAS M/s …… …… (name of company & CIN number) is a Company registered under the Companies Act, 2013, and having its registered office at…… (hereinafter called the 'Company').

AND WHEREAS by its resolution No…… passed in the meeting held on…… of the Board of directors of the company the company (company name) have decided to participate in the tender No._____ issued by North Western Railway for the work namely "_____"

I……(name and designation) the authorized representative of M/S …… …… (name of company) duly authorized in this behalf by aforesaid resolution do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms. _____(designation)_____(address)_____& Mr./ Ms. Mr./ Ms. _____(designation)_____(address)_____who is/are presently holding the above mentioned position in the company as our true and lawful attorney (hereinafter referred to as "Attorney") of the company to jointly or severally exercise all or any of the following powers for and on behalf of M/S …… …… (name of company & CIN number) in connection with aforesaid bid:

1. To sign and submit Tender and participate in the aforesaid bid of the North Western Railway on behalf of the company.
2. To sign and submit all the necessary papers, letters, forms, quotes, bids etc.
3. To negotiate, discuss, agree to make any amendments, alterations or modifications thereto and to make representations, submit papers, affidavits and to do any other act and complete requisite formalities on behalf of the company in connection with completion of aforesaid tender work and to enter into liability against the company.
4. To sign, execute the contract with North Western Railway for and on behalf of the company.
5. And generally to do all such acts, deeds or things as may be necessary or proper for the purposes mentioned above.

The company agrees and undertakes that in the event of any change in the constitution of the company the rights and obligations of the company shall continue to be in full force without any effect thereof.

The company undertakes that it shall not cancel or amend this power of Attorney without obtaining previous written consent of North Western Railway.

AND the Company hereby agrees that all acts, deeds or things lawfully done by the said Attorneys or either of them under the authority of this power shall be construed as acts, deeds and things done by the Company and the Company hereby undertakes to confirm and ratify all and whatsoever the said Attorneys or either of them shall lawfully do or cause to be done by virtue of the powers hereby given.

That our company 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.

IN WITNESS WHEREOF this deed has been signed and sealed by Shri……..(name and designation), on this…… day of…… 20…. , in presence of:

WITNESSES:

1. Signature
   Name:
   Address:

Executants' Signature& Seal of company:

Name:
Designation:

2. Signature
   Name:
   Address:

Specimen Signatures of Attorney Holder(s) in token of acceptance:

(1) Name …… Signature……

(2) Name…… Signature……

Executed and Signed before me on this……day of ……. At ……..(place).

(seal and signature of Notary Public)

Notes: 1. In this format space has been provided for entering details of two authorized persons/attorney holders however if the number vary details may accordingly be entered.
2. The document should be notarized at its place of execution (Place of signing the document).
3. Each page of the document should be signed by executants.

Annexure-XV(A)
(Para 16.2.3 (c) of General Instructions)
& clause No. 14(ii)(e) (iii) of Part-I of GCC-2022, with up to date correction slip

Board's Resolution of company incorporated under companies Act for submitting Tender by company (To be printed on company's letter head)

EXTRACT OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF (Company Name) _____(CIN_____) (hereinafter referred to as company) HELD ON (Date) _____ AT (Address) _____

Whereas the Board has been described about NIT No._____ issued by North Western Railway for the work namely "_____". Board discussed the matter and after discussion following resolution was passed:

RESOLVED THAT the company (company name) shall participate in the above tender .

Resolved further that the Board authorizes, Mr./ Ms. _____& Mr./ Ms. _____ (name and designation) of the company, to jointly or severally sign and submit all the necessary papers, letters, forms, quotes, bids etc, negotiate, discuss, agree to make any amendments, alterations or modifications thereto and to make representations, submit papers, affidavits and to do any other act and complete requisite formalities on behalf of the company in connection with completion of aforesaid tender work and to enter into liability against the company.

Resolved further that Board authorizes Mr./Ms._____(name and designation) of the company to execute Power of Attorney in terms of this resolution in favour of Mr./Ms._____& Mr./Ms._____ the person(s) above named.

The acts done and documents executed by such above named authorized person(s) shall be binding on the company.

For the Organization,

(Seal of company & Signature of authorized person)
Name: _____
Designation: _____
Place:
Dated:
Executed and Signed before me on this……day of ……..
At ……..(place).

(Seal and signature of Notary Public)

Notes: 1. In this format space has been provided for entering details of two authorized persons however if the number vary details may accordingly be entered.
2. The document should be notarized at its place of execution (Place of signing the document)..
3. Each page of the document should be signed by authorized signatory(s).
4. Any person / director should not be authorized to execute Power of Attorney in his own favour.

ANNEXURE-XVI

MODEL FORM OF BANK GUARANTEE BOND FOR PG

To
FA&CAO/S&C or Sr. DFM
North Western Railway, Jaipur

1. In consideration of the President of India acting through (indicate designation of concerned CSTE/Dy. CSTE/Sr. DSTE) (hereinafter called "the Government") having agreed to exempt – (Name & address)----------(hereinafter called "the said Contractor(s)" from the demand, under the terms and conditions of an Agreement dated -------- made between ---------- and ---------- for ---------- (hereinafter called "the said Agreement"), of Performance Guarantee for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of a bank Guarantee for Rs.------- (Rupees----------only) we, ---------- (hereinafter referred to as "the Bank" at the request of ----------(contractor(s) do hereby undertake to pay to the Government an amount not exceeding Rs. ---------- --against any loss or damage caused to or suffered 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 the bank) and our local branch at Jaipur i.e. ……. (name, address and branch code of local branch at Jaipur) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said contractor(s) of any of the terms of conditions contained in the said Agreement or by reason of the contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. ----------

3. We under-take to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier (s) in any suite or proceeding pending before any court or Tribunal relating thereto our 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 payment.

4. We…….…….. (Indicate the name of bank) and our local branch at Jaipur i.e. ……. (name, address and branch code of local branch at Jaipur) further agreed with the guarantee herein contained shall remain in

full force and effect during the period that would be taken for the performance/of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till --------- (office/Department) Ministry of ---------- certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on in writing on or before the ---------- we shall be discharged from all liability under this guarantee thereafter.

5. We…….. (Indicate the name of bank) and our local branch at Jaipur i.e. ……. (name, address and branch code of local branch at Jaipur) 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 the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to post opens for any time or from time to time any of the powers exercisable by the Government against the said, Contractor(s) and to further 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, or extension being granted to the said Contractor(s) or for any forbearance, act or commission on the part of the Government or any indulgence by the Government to the said Contractor(s) or any such 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 discharged due to the change in the constitution of the bank or the contractor(s)/Supplier(s).

7. We ---------- (indicate the name of bank) and our local branch at Jaipur i.e. ……. (Name, address and branch code of local branch at Jaipur) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Dated the---------- day of ---------2019

For _____(indicate the name of bank) and our local branch at Jaipur i.e. ……. (Name, address and branch code of local branch at Jaipur)

ANNEXURE-XVII

(Para 16.2.6.3 (b) of General Instructions &
Clause No. 17.14.3 (i) of Annex.I Part-I of GCC-2022, with up to date correction slip)

SPECIMEN BOARD'S RESOLUTION OF A PRIVATE/LIMITED COMPANY FOR ENTERING INTO JV WITH OTHER ENTITIES

Extract from the minutes of meeting of Board of Directors of the company held on …… (Date) at the office of the company situated at …… (Address of the company).

****

RESOLVED THAT …….. (Name of the company) have decided to participate for the said tender for the work of ……. (Name of the work) in joint venture with M/s…….. (Name of the other Firm/Firms or company/companies with addresses) in name and style of the JV firm…… (Name of the Joint Venture firm).

FURTHER RESOLVED THAT Shri … ……. (Name and designation of authorized person of the company) is hereby authorized to execute & sign all necessary documents for submission of tender documents, JV Agreement and any documents in connection with present tender on behalf of company etc. For the above mentioned work on behalf of the company.

Signed by Managing Director/

Director/ Company Secretary
Of the Company

Dated:
Executed and Signed before me on this……day of ……At ……..(place).

(seal and signature of Notary Public)

Note:-

1. Stipulations in the above specimen Board's Resolution are for guidance only. Companies can incorporate other stipulation /stipulations relevant with the tender and formation of JV, if required.
2. The above Annexure should be executed on the Letter Head of the company.
3. The document should be notarized at its place of execution (Place of signing the document).
4. Each page of the document should be signed by authorized signatory(s).

Annexure-XVIII
Clause No. 16.2.6.2(d) of General Instructions &
Clause No. 17.14.1 (iii) and 15 of Annex.I Part-I of GCC-2022, with up to date correction slip

SPECIAL POWER-OF-ATTORNEY

(FOR SIGNING JOINT VENTURE AGREEMENT ON BEHALF OF PARTNERSHIP FIRM)

(to be executed non judicial stamp paper of appropriate value as per law of state concerned-Non Judicial stamp paper should be purchased in the name of partners of the firm)

KNOW ALL MEN BY THESE PRESENTS: WHEREAS WE
(1)…….. S/o Shri……. R/o…….
(2)…….. S/oShri……..… R/o……..……

All are the partners of a partnership firm namely M/s. …….Name of firm) hereinafter referred to as 'firm', which is registered at Registration No……by Registrar of Firms……. The firm is having its head office at…….. (hereinafter to be referred as the 'Firm').

AND WHEREAS we all the above named partners have on…….(date) given our consent on behalf of firm to participate in the tender No._____ issued by North Western Railway for the work namely "_____"in Joint Venture with M/S…….. & M/S……

We the above named partners of above named firm do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms. _____S/o Shri_____(address)_____& Mr./ Ms. _____S/o Shri_____(address)_____ as our true and lawful attorney (hereinafter referred to as "Attorney") of the firm to jointly or severally exercise all or any of the following powers for and on behalf of M/S …… …… (name of firm) in connection with aforesaid bid:

1. To enter into and execute and sign JOINT VENTURE agreement, on behalf of our firm with M/S……& M/S…….
2. To sign and submit all the necessary papers, letters, forms, quotes, bids etc. in connection with aforesaid bid.
3. To negotiate, discuss, agree to make any amendments, alterations or modifications thereto and to make representations, submit papers, affidavits and to do any other act and complete requisite formalities on behalf of the firm in connection with completion of aforesaid tender work and to enter into liability against the firm.
4. To sign, execute the contract with North Western Railway for and on behalf of the firm.
5. And generally to do all such acts, deeds or things as may be necessary or proper for the purposes mentioned above and to enter into liability against the firm.

We on behalf of firm undertake that it shall not cancel or amend this power of Attorney without obtaining previous written consent of North Western Railway.

We on behalf of firm hereby agree that all acts, deeds or things lawfully done by the said Attorneys or either of them under the authority of this power shall be construed as acts, deeds and things done by the firm and we hereby undertakes to confirm and ratify all and whatsoever the said Attorneys or either of them shall lawfully do or cause to be done by virtue of the powers hereby given.

Specimen signatures of the Attorney are appended below.

IN WITNESS WHEREOF this deed has been signed and sealed by us the under named, on this…… day of…… 20…. , in presence of:

WITNESSES:

1. Signature
   Name:
   Address:

Executants Partners
(Name) (Signature)

1……..
2. ……..

2. Signature
   Name:
   Address:

Specimen Signatures of Attorney Holder(s) in token of acceptance:

(1) Name……Signature……
(2) Name……Signature……
Executed and Signed before me on this……day of ……
At ……..(place).

(seal and signature of Notary Public)

Notes:

1. In this format space has been provided for entering details of four partners, two constituents of JV and two attorney holders, however if the number vary the details may accordingly be entered.
2. The document should be notarized at its place of execution.
3. Each page of the document should be signed by executants

ANNEXURE-XIX

Clause No. 16.1(f) of General Instructions &
Clause No. 10.3 Annex.I Part-I of GCC-2022, with up to date correction slip

(ON THE LETTER HEAD OF CHARTERED ACCOUNTANT)

(Mandatory and applicable for tenders valuing more than
Rs 20 Cr to calculate Bid Capacity of tenderer)

To
PCSTE/CSTE,
North Western Railway,
Jaipur.

Sub: -Construction works executed and payment received

It is to certify that construction works executed and payment received through construction works of M/s (Name of firm)…….during current financial year and preceding three financial years as extracted from, **Balance sheet** are as under :-

Sr. No.	**Financial year**	Work executed And Payment received through construction works	Page Ref. Of Audited Balance Sheet
1.	Current Financial year (Say A)		
2.	A-1		
3.	A-2		
4.	A-3		

Certificate of Chartered Accountant :

Certified that above contractual payments are correct as per the Audited Balance Sheets

. Yours sincerely,

Date: …

(Name & Sign. Of Chartered Accountant
who have audited the balance sheet)
Seal of firm
Registration No:-
E-Mail:-

Declaration by the Tenderer:

I hereby declare that the information given above are true and copy of the certificate enclosed is also genuine. If any of the information given above is found to be wrong at any time, my tender will liable to be rejected.

Name and signature of Tenderer
along with Seal.

Note :

(a) In case of JV firm details of construction works executed by each member of JV is required to be submitted

(b) In case, the tenderer/s failed to submit the above statement (for tenders valuing more than 20 Cr) along with offer, their/his offer shall be considered as incomplete and will be rejected **summarily**.

(C) Alternatively, In support of contractual payment received during the qualifying period tenderer may also submit details in the format attached as Annexure-XIX(A) .

Annexure-XIX (A)

Clause No. 16.1(f) of General Instructions &
Clause No. 10.3 Annex.I Part-I of GCC-2022, with up to date correction slip

TO BE SUBMITTED IN CASE CONTRACTUAL PAYMENTS RECEIVED ARE BASED ON payment received from concerned Department / Client as per Form 26AS/16A from IT TRACES.

(ON THE LETTER HEAD OF CHARTERED ACCOUNTANT)

(Mandatory and applicable for tenders valuing more than Rs 20 Cr to calculate Bid Capacity of tenderer)

To
PCSTE/CSTE,
North Western Railway,
Jaipur.

Sub: -Construction works executed and payment received

It is to certify that construction works executed and payment received through construction works of M/s (Name of firm)…….during current financial year and preceding three financial years as extracted from, **certificate issued by the employer/ client**, Form 16A , Form 26AS etc. are as under :-

For evaluation of Bid Capacity (Maximum value of Contractual payment received in any one year during the last three years and current financial year)

S. No.	Name of work	Name of employer	For the financial year	Details of contractual payment received from concerned Department / Client based on Form 26AS/16A from IT TRACES.	Total contract amount received
a	b	c	d	e	f
			3rd FY		
1					
2					
			2nd FY		
1					
2					
			1st FY		
1					
2					
			CURRENT FY		
1					
2					

1. **Certificate of Chartered Accountant** :

Certified that above contractual payments are correct as per the Audited Balance Sheets

[Signatures of the Chartered Accountant who have audited the balance sheet.]

[i] Name :-
[ii] Address:-
[iii] Phone No:-
[iv] Fax No:-
[v] e-mail ID:-

2. Declaration by the Tenderer:

I hereby declare that the information given above are true and copy of the certificate enclosed is also genuine. If any of the information given above is found to be wrong at any time, my tender will liable to be rejected.

Name and signature of Tenderer
along with Seal.

Annexure –XX

Clause No. 16.2.4(d) of General Instructions &

Clause No. 14(ii)(f) (iii) and 15 of Annex.I Part-I of GCC-2022, with up to date correction slip

SPECIAL POWER-OF-ATTORNEY
(For LLP Firm incorporated under LLP Act)

KNOW ALL MEN BY THESE PRESENTS: WHEREAS M/S …… …… (Name of LLP & LLPIN number) is a LLP Firm registered under the LLP Act, 2008, and having its registered office at…… (here in after called the 'LLP').

AND WHEREAS by its resolution No…… passed in the meeting held on…… of the Partners of the LLP ……. (LLP name) have decided to participate in the tender No._____ invited by North Western Railway for the work namely "_____"

I……(name and designation) the authorized representative of M/S …… …… (name of LLP) duly authorized in this behalf by aforesaid resolution do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms. _____(designation)_____(address)_____& Mr./ Ms./Mr./Ms. _____(designation)_____(address)_____ who is/are presently holding the above mentioned position in the LLP as our true and lawful attorney (hereinafter referred to as "Attorney") of the LLP to jointly or severally exercise all or any of the following powers for and on behalf of M/S …… …… (name of LLP & LLPIN number) in respect of the aforesaid tender Invited by the North Western Railway :

1. To appear before office of North Western Railway related to the process of tendering for the above said tender.
2. To download the tender documents for the above said tender.
3. To digitally sign the above said tender document and for uploading the offer on www.ireps.gov.in for the said Tender.
4. To attend meetings and submit clarifications including negotiations, if any, called by North Western Railway.
5. To sign the agreement and other relevant documents & receive payment on behalf of firm,
6. To co-ordinate measurement through contractor authorized engineer, witness measurement, sign measurement books on behalf of firm.
7. To compromise, settle, relinquish any claim(s) preferred by the firm, sign no claim certificate and refer all or any disputes to arbitration

The LLP agrees and undertakes that in the event of any change in the constitution of the LLP, the rights and obligations of the LLP shall continue to be in full force without any effect thereof.

The LLP undertakes that it shall not cancel or amend this power of Attorney without obtaining previous written consent of North Western Railway.

AND the LLP hereby agrees that all acts, deeds or things lawfully done by the said Attorneys or either of them under the authority of this power shall be construed as acts, deeds and things done

by the LLP and the LLP hereby undertakes to confirm and ratify all and whatsoever the said Attorneys or either of them shall lawfully do or cause to be done by virtue of the powers hereby given.

That our LLP 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 JV in which the LLP was / is a member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.

IN WITNESS WHEREOF this deed has been signed and sealed by Shri……..(name and designation), on this…… day of…… 20…. , in presence of:

WITNESSES:

1. Signature
   Name:
   Address:

Signatures of authorized representative & Seal of LLP:

Name of authorized representative (Executants):
Designation:

2. Signature
   Name:
   Address:

Specimen Signatures of Attorney Holder(s) in token of acceptance:

(1)Name …… Signature……

(2Name)……Signature……

Executed and Signed before me on this……day of ……. At ……..(place).

(Seal and signature of Notary Public)

Note:-

1. The stamp duty shall be governed by the provision of the Law relating to stamp in force in that State at the time when such Power of Attorney is being executed. The Power of Attorney shall duly registered with registrar or notarized.
2. The document should be notarized at its place of execution (Place of signing the document).
3. Each page of the document should be signed by executants

Annexure -XXI

Clause No. 16.2.4(c) of General Instructions &
Clause No. 14(ii)(f) (iii) Annex.I Part-I of GCC-2022, with up to date correction slip

Partner's Resolution of LLP Firm incorporated under LLP Act for submitting Tender by LLP firm (To be printed on Firm's letter head)

EXTRACT OF THE RESOLUTION PASSED AT THE MEETING OF THE PARTNERS OF_____ (LLP Name) having LLP IN_____of 20…….. (Hereinafter referred to as LLP) HELD ON (Date) _____ AT (Address) _____

Whereas the Board has been described about NIT No._____ issued by North Western Railway for the work namely "_____". Partners discussed the matter and after discussion following resolution was passed:

RESOLVED THAT the LLP (LLP name) shall participate in the above tender

Resolved further that the LLP/Partners authorize(s), Mr./ Ms. _____& Mr./ Ms. _____ (name and designation) of the LLP, to jointly or severally sign and submit all the necessary papers, letters, forms, quotes, bids etc, negotiate, discuss, agree to make any amendments, alterations or modifications thereto and to make representations, submit papers, affidavits and to do any other act and complete requisite formalities on behalf of the LLP in connection with completion of aforesaid tender work and to enter into liability against the LLP.

Resolved further that LLP/Partners authorize(s) Mr./Ms._____(Name and Designation) of the LLP to execute Power of Attorney in terms of this resolution in favour of Mr./Ms._____& Mr./Ms._____ the person(s) above named.

The acts done and documents executed by such above named authorized person(s) shall be binding on the LLP.

For the Organization,

(Seal of LLP & Signature of authorized person)

Name of authorized person: _____

Designation: _____

Place:
Dated:

Executed and Signed before me on this……day of ……..
At ……..(place).

(Seal and signature of Notary Public)

Note:-

1. Stipulations in the above specimen Resolution are for guidance only. LLP firm can incorporate other stipulation /stipulations relevant with the tender and formation of JV, if required.
2. The above Annexure should be executed on the Letter Head of LLP firm.

Annexure –XXII
Clause No. 16.2.5(c) of General Instructions &
Clause No. 14(ii)(g)(iii) and 15 of Annex.I Part-I of GCC-2022, with up to date correction slip

SPECIAL POWER-OF-ATTORNEY
(For Registered Society & Registered Trust)

KNOW ALL MEN BY THESE PRESENTS: WHEREAS M/S …… …… (Name of **Registered Society / Registered Trust**) is a **Registered Society / Registered Trust** registered under the ……. Act (Name of the act vide which registered), and having its registered office at…… (hereinafter called the ' **Registered Society / Registered Trust** ').

AND WHEREAS by its resolution No…… passed in the meeting held on…… of the Executive Member of the **Registered Society / Registered Trust** the **Registered Society / Registered Trust** ……. (**Registered Society / Registered Trust** name) have decided to participate in the tender No._____ invited by North-Western Railway for the work namely "_____"

I……(name and designation) the authorized representative of M/S …… ……(name of **Registered Society / Registered Trust**) duly authorized in this behalf by aforesaid resolution do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms. _____(designation)_____(address)_____& Mr./ Ms./Mr./Ms. _____(designation)_____(address)_____ who is/are presently holding the above mentioned position in the **Registered Society / Registered Trust** as our true and lawful attorney (hereinafter referred to as "Attorney") of the **Registered Society / Registered Trust** to jointly or severally exercise all or any of the following powers for and on behalf of M/S …… …… (name of **Registered Society / Registered Trust**) in respect of the aforesaid tender Invited by the North Western Railway :

1. To appear before office of North Western Railway related to the process of tendering for the above said tender.
2. To download the tender documents for the above said tender.
3. To digitally sign the above said tender document and for uploading the offer on www.ireps.gov.in for the said Tender.
4. To attend meetings and submit clarifications including negotiations, if any, called by North Western Railway.
5. To sign the agreement and all other required documents & receive payment.
6. To co-ordinate measurement through contractor authorized engineer, witness measurement, sign measurement books on behalf of Registered Trust/Society.
7. To compromise, settle, relinquish any claim(s) preferred by the firm, sign no claim certificate and refer all or any disputes to arbitration

The **Registered Society / Registered Trust** agrees and undertakes that in the event of any change in the constitution of the **Registered Society / Registered Trust**, the rights and obligations of the **Registered Society / Registered Trust** shall continue to be in full force without any effect thereof.

The **Registered Society / Registered Trust** undertakes that it shall not cancel or amend this power of Attorney without obtaining previous written consent of North Western Railway.

AND the **Registered Society / Registered Trust** hereby agrees that all acts, deeds or things lawfully done by the said Attorneys or either of them under the authority of this power shall be construed as acts, deeds and things done by the **Registered Society / Registered Trust** and the **Registered Society / Registered Trust** hereby undertakes to confirm and ratify all and whatsoever the said Attorneys or either of them shall lawfully do or cause to be done by virtue of the powers hereby given.

IN WITNESS WHEREOF this deed has been signed and sealed by Shri……..(name and designation), on this…… day of…… 20…. , in presence of:

WITNESSES:

1. Signature
   Name:
   Address:

Signatures of authorized representative & Seal of **Registered Society / Registered Trust**

Name of authorized representative (Executants):
Designation:

2. Signature
   Name:
   Address:

Specimen Signatures of Attorney Holder(s) in token of acceptance:

(1)Name …… Signature……

(2Name)……Signature……

Executed and Signed before me on this……day of ……. At ……..(place).

(Seal and signature of Notary Public)

Notes:-

Note:- The stamp duty shall be governed by the provision of the Law relating to stamp in force in that State at the time when such Power of Attorney is being executed. The Power of Attorney shall duly registered with registrar or notarized.

Annexure-XXIII

Clause No. 16.1(m) of General Instructions &
Clause No. 16 of Annex.I Part-I of GCC-2022, with up to date correction slip

B. Information and particulars in terms of Para 11(a) of General Instruction regarding retired Railway Engineer (s)/ Officer(s) of the Gazetted rank.

Sr.No.	Name of retired gazette Officer/ Engineer with Designation	Date of Retirement	Details of permission obtained (wherever applicable)
1.			
2.			
3.			
4.			

Note:- 1. Details as per the above format shall be furnished by the tenderer. The format should not be left blank. In case of there being no such retired Gazetted Railway Officer/ Engineer, Nil to be furnished in the format.

2 In case details are not submitted in terms of Para 11(a) by the tenderer, their offer shall be summarily rejected.

C. Information and particulars in terms of Para 11(b) of General instructions regarding Relative(s) employed in gazette capacity on North Western Railway

Sr. No.	Name of the relative who is employed in gazette capacity on North Western Railway with Designation	Relation
1.		
2.		
3.		
4.		

Note :- 1. Details as per the above format shall be furnished by the tenderer. The format should Not be left blank. In case of there being no such relative, Nil to be furnished in the format.

2. In case details are not submitted in terms of Para 11(b) of General Instructions by the tenderer , their offer shall be summarily rejected.

Signature of the tenderer……..

Name……

Annexure-XXIV
Clause No. 16.2.6.4(b) of General Instructions

Partner's Resolution of LLP Firm for entering into Joint Venture (To be printed on LLP Firm's letter head)

EXTRACT OF THE RESOLUTION PASSED AT THE MEETING OF THE PARTNERS OF_____ (LLP Name) having LLPIN_____of 20…….) (hereinafter referred to as LLP) HELD ON (Date) _____ AT (Address) _____

Whereas the Partners have been described about NIT No._____ issued by North-Western Railway for the work namely "_____". Partners discussed the matter and after discussion following resolution was passed:

RESOLVED THAT the LLP…….. (LLP name) shall participate in the above tender in Joint Venture and for the purpose the LLP shall enter into and execute joint venture agreement, with M/S_____& M/S_____ (name of other constituent(s) of joint venture).

Resolved further that the LLP/Partners authorize(s), Mr./ Ms. _____& Mr./ Ms. _____ (name and designation) of the LLP, to jointly or severally, sign joint venture agreement, and to sign such other documents and to do any other act and complete requisite formalities on behalf of the LLP in connection with completion of aforesaid tender work and to enter into liability against the LLP.

Resolved further that LLP/Partners authorize(s) Mr./Ms._____(name and designation) of the LLP to execute Power of Attorney in terms of this resolution in favour of Mr./Ms._____ Mr./Ms._____ the person(s) above named.

The acts done and documents executed by such above named authorized person(s) shall be binding on the LLP.

For the Organization,

(Seal of LLP & Signature of authorized person)

Name of authorized person: _____

Designation: _____

Place:

Dated:

Executed and Signed before me on this……day of ……. At ……..(place).

(Seal and signature of Notary Public)

Notes: 1. In this format space has been provided for entering details of two constituents of the JV and two authorized persons however if the number vary details may accordingly be entered.
2. The document should be notarized at its place of execution (Place of signing the document).
3. Each page of the document should be signed by authorized signatory(s).

Annexure-XXV
Clause No. 16.2.6.4(c) of General Instructions

JOINT VENTURE AGREEMENT

(to be executed non judicial stamp paper of appropriate value as per law of state concerned-Non Judicial stamp paper should be purchased in the name of the LLP)

KNOW ALL MEN BY THESE PRESENTS: WHEREAS M/S …… …… (name of LLP & LLPIN number) is a LLP registered under the LLP Act, 2008, and having its registered office at…… (Hereinafter called the 'LLP').

AND WHEREAS by its resolution No…… passed in the meeting held on…… of the Partners of the LLP, the LLP…….. (LLP name) has decided to participate in the tender No._____ issued by NorthWestern Railway for the work namely "_____"

in Joint Venture and for the purpose the LLP shall enter into and execute joint venture agreement with M/S_____ & M/S_____(name of other constituent(s) of joint venture) AND THAT M/S_____(name of the lead member of joint venture) shall act as the lead member of above mentioned joint venture.

I……(name and designation) the authorised representative of M/S …… …… (name of LLP) duly authorized in this behalf by aforesaid resolution do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms. _____(designation)_____(address)_____& Mr./ Ms. Mr./ Ms. _____(designation)_____(address)_____who is/are presently holding the above mentioned position in the LLP as our true and lawful attorney (hereinafter referred to as "Attorney") of the LLP to jointly or severally exercise all or any of the following powers for and on behalf of M/S …… …… (Name of LLP & LLPIN number) in connection with aforesaid bid:

1. To enter into and execute and sign JOINT VENTURE agreement, draft of which has been approved by the LLP, on behalf of the LLP with above named constituents for participating in the aforesaid bid of the North-Western Railway on behalf of the LLP.
2. To sign and submit all the necessary papers, letters, forms, quotes, bids etc.
3. To do any other act and complete requisite formalities on behalf of the LLP in connection with completion of aforesaid tender work and to enter into liability against the LLP.
4. And generally to do all such acts, deeds or things as may be necessary or proper for the purposes mentioned above.

The LLP agrees and undertakes that in the event of any change in the constitution of the LLP, the rights and obligations of the LLP shall continue to be in full force without any effect thereof.

The LLP undertakes that it shall not cancel or amend this power of Attorney without obtaining previous written consent of North-Western Railway.

AND the LLP hereby agrees that all acts, deeds or things lawfully done by the said Attorneys or either of them under the authority of this power shall be construed as acts, deeds and things done by the LLP and the LLP hereby undertakes to confirm and ratify all and whatsoever the said Attorneys or either of them shall lawfully do or cause to be done by virtue of the powers hereby given.

IN WITNESS WHEREOF this deed has been signed and sealed by Shri……(name and designation), on this…… day of…… 20… , in presence of:

WITNESSES:

1. Signature
   Name:
   Address:

Signatures of authorized representative & Seal of LLP:

Name of authorized representative:
Designation:

2. Signature
   Name:
   Address:

Specimen Signatures of Attorney Holder in token of acceptance:
(1)Name ……Signature……
(2)Name ……Signature……

Executed and Signed before me on this……day of …….
At ……..(place).

(Seal and signature of Notary Public)

Note:-

1. The stamp duty shall be governed by the provision of the Law relating to stamp in force in that State at the time when such Power of Attorney is being executed. The Power of Attorney shall duly registered with registrar or notarized.
2. The document should be notarized at its place of execution (Place of signing the document).
3. Each page of the document should be signed by executants

Annexure-XXVI

DECLARATION BY AN EXISTING PARTNERSHIP FIRM
(Fill the relevant para (1.1, 1.2 & 1.3) and strike off the para which is not relevant under Partnership Firm)

1.0 I……..S/o Shri ……., the authorized signatory of partnership firm M/s……do hereby solemnly affirm and declare as under:

1.1 That, we are an existing Partnership Firm in the name and style of M/s ----------, since ---------- MM/YY), having GST Registration no. ----------, PAN/TAN No. ---------- There has been no change in the Partner(s) of our firm during last 07 (Seven) years ending last day of the month previous to the one in which tender is invited.

OR

1.2 That, we are an existing Partnership Firm in the name and style of M/s ----------, since ---------- (MM/YY), having GST Registration no. ----------, PAN/TAN No. ----------. Following of our partner(s) has/have quit the Partnership firm during last 07 (Seven) years ending last day of the month previous to the one in which tender is invited with details as under:

S.No.	Name of quitting Partner(s)	Share of Partner(s) who has/have quitted	Date of quitting (MM/YY)

AND / OR

1.3 That, we are an existing Partnership Firm in the name and style of M/s ----------, since ---------- (MM/YY), having GST Registration no. ----------, PAN/TAN No. ----------. Following partner(s) has/have joined our Partnership Firm during last 07 (Seven) years ending last day of the month previous to the one in which tender is invited with details as under:

S.No.	Name of joining Partner(s)	Share of joining Partner(s)	
		In the present firm	In the previous firm from where he/they has/have quit and joined the present firm

1.4 In case of Para 1.2 and 1.3, following documents as applicable are required to be submitted alongwith bid:-

(i) Copy of previous Partnership Deed(s).
(ii) Copy of Dissolution Deed(s) of previous partnership deed(s).
(iii) Proof of surrender of PAN No(s) (in case of dissolution of previous partnership firm).

Declaration by the Tenderer:-

I hereby declare that the information given above are true. If any of the above information is found to be wrong at any time, my tender will be liable to be rejected.

Name and Signature of tenderer
along with Seal

Annexure-XXVII

DECLARATION BY NEWLY FORMED PARTNERSHIP FIRM

I……..S/o Shri ……., the authorized signatory of partnership firm M/s……do hereby solemnly affirm and declare as under:

1. That, we are the newly formed partnership firm in the name and style of M/s…….Registered with Registrar of firm vide Registration No……., dated …….
2. In this newly formed Partnership Firm, we are ……no. of partners. The details of the previous proprietary firm or previous dissolved partnership firm or previous splitted partnership firm(s) wherein any of the partners of the present firm was a proprietor / partner and proposed to use credentials obtained in such previous propriety firm (s) / partnership firm(s) is as under:-

S.N.	Name of person in the newly formed partnership firm	Details of Previous proprietary/ Partnership Firm	Share in newly formed partnership firm	Share in previous partnership firm	Remarks
1.					
2.					
3.					

3. That, following relevant documents are Annexed with bid:-

(i) Copy of previous Partnership Deed(s).

(ii) Copy of previous Dissolution/splitting Deed(s) of previous partnership deed(s).

(iii) Proof of surrender of PAN No(s) (in case of dissolution of partnership firm).

Declaration by the Tenderer:-

I hereby declare that the information given above are true. If any of the above information is found to be wrong at any time, my tender will liable to be rejected.

Name and Signature of tenderer
along with Seal

Annexure-XXVIII
(Para 16.2.6.7 (a) of General Instructions)
Clause No. 14(ii)(b) of Annex.I Part-I of GCC-2022, with up to date correction slip

AFFIDAVIT BY HUF

(to be executed non judicial stamp paper of appropriate value as per law of state concerned-Non Judicial stamp paper should be purchased in the name of HUF

I……..S/o Shri …….aged about ……..years R/o…….and as Karta of my Hindu Undivided Family (HUF) affirm on oath and declare as under:-

1. That I am Karta of our HUF which is known as ----------(HUF)

2. That as on today, name of coparceners (including name of Karta) of our above said HUF, their father name and their addresses are as under:-

S.No.	Name of Coparceners	Name of Father	Address
1.			
2.			
3.			
4.			
5.			

3. That the above said HUF in existence since----------. (Date of incorporation of HUF).

4. That I, in the position of KARTA of Hindu Undivided Family (HUF) am submitting the tender on behalf of HUF and declare that the acts done and documents executed by me shall be binding on the HUF, M/s----------

5. That I/HUF Firm ……. 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.

DEPONENT

Verification:

Verified at…….on this ……day of……..that the contents of my above affidavit are true and correct to the best of my knowledge and belief and nothing material has been concealed there from.

DEPONENT

Karta of HUF-M/s----------

(seal and signature of Notary Public)

Notes: 1. The document should be notarized at its place of execution (Place of signing the document).

2. Each page of the document should be signed by executants.

ANNEXURE- XXX
(Annexure-IV of GCC-2022)

NORTH-WESTERN RAILWAY

CONTRACT AGREEMENT OF WORKS

CONTRACT AGREEMENT NO. _____ DATED _____

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

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

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

Contractor _____ (Signature) Railway: Designation _____

Address _____ (For President of India)

Date _____ Date _____

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

Witnesses:_____ _____

Annexure-XXXI

STANDARD AGREEMENT
(For EBR-IF Funded Contracts Only)

Articles of agreement made on this day ----------in the year Two Thousand and Twenty between the President of India, acting through the ----------<Zonal Railway> Administration having its office at ----------hereinafter called the 'Railway' of the first part and < --------Name of Contractor----> hereinafter called the 'Contractor' of the second part and Indian Railway Finance Corporation Limited hereinafter called the 'IRF' of the third part having its office at ----------with GSTIN---------- <GSTIN of billing unit (IRFC)>.
First part, second part and third part collectively hereinafter called the 'Parties".

Whereas the party hereto of the second part executed an agreement with the party hereto of the first part being agreement no. ----------dated---------with contract cost of Rs.----------for performance of ----------hereinafter called the 'Principal Agreement'.

Now it is hereby agreed by and between the parties that Indian Railway Finance Corporation shall be made an additional party to the Principal agreement executed between Railway and Contractor with effect from date of this agreement.

It is agreed by and between the parties that Railway shall continue to be held responsible for all obligations, risk and liabilities, whatsoever, arising out of or in connection with the Principal Agreement and this Agreement, whether during the progress of the work or after its completion.

It is further agreed and understood by and between the parties that IRFC shall be the owner of assets, if any, arising out of execution of works as defined in the Principal Agreement, except the land whose ownership shall continue with Railway. Accordingly, the invoices shall be issued by capturing GSTIN of contractor (as the supplier) and GSTIN of IRFC (as the bill to party). Also, the contractor shall submit the invoice, issued in the name of IRFC, to Railway for processing payment by Railway to Contractor subject to applicable TDS under the Income Tax, GST or any other applicable laws.

It is further agreed by and between the parties that IRFC shall be responsible to comply with Income Tax and GST laws in relation to filing of returns.

It is further agreed and understood by and between the parties that, except for the amended obligations as mentioned above, the terms of the Principal Agreement for all kind of contractual/performance and legal obligations shall remain in full force and effect.

All the communication in relation to the Principal agreement and said Agreement, would only be between party hereto of first part and Second part.

For and on behalf of the President of India

Witness of the Signature

1. ----------

2. ----------

Address: ----------

For and on behalf of the Indian Railway Finance Corporation

Witness of the Signature

1. ----------
2. ----------

Address: ----------

Signature of contractor

<Name of authorised signatory>

Witness of the Signature

1. ----------
2. ----------

Address: ----------

Part-III

SPECIAL CONDITIONS OF CONTRACT (GENERAL& TECHNICAL)

1.0	All the clauses of General condition of contract-2022 or latest shall be applicable for this contract. These special conditions and the work schedule shall govern the works to be executed under this contract in addition to and/or in part supersession of the General Conditions of Contract-2022 as amended by correction Slips on or before the opening of tender.
2.0	**Order of Precedence of Documents:** In a tender/contract, in case of any difference, contradiction, discrepancy, with regard to Conditions of tender/contract, Specifications, Drawings, Bill of quantities etc., forming part of the tender/contract, the following shall be the order of precedence: i. Letter of Award/Acceptance(LOA) ii. Bills(s) of Quantities. iii. Special Conditions of Contract iv. Technical Specifications as given in tender documents v. Drawings vi. Indian Railways Standard General Conditions of Contract-2022updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents. vii. IR Specifications/Guidelines updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents. viii. Relevant B.I.S. Codes updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents. **As per Clause No. 1.01 Part-I of GCC-2022, with up to date correction slip**
3.0	Any special condition stated by the tenderer (s) in the covering letter submitted along with the tender shall be deemed as part of contract to such extent only as have explicitly been accepted by the Railway.
4.0	**FIGURES, DIMENSIONS ETC.** Figures, dimensions and drawings shall supersede measurements by scale and drawing to larger scale shall take precedence over those to a smaller scale. Special dimensions or directions in the specification shall supersede all else.
5.0	**PLEA OF CUSTOM** The plea of custom prevailing will not on any account be permitted as excuse for an infringement of any of the conditions of the contract or specifications
6.0	**TAXES -**The accepted rates should be deemed to include all taxes direct or indirect Including Income Tax leviable under Central/State or Local Bodies Act or Rules, Octroies, Tolls, Royalties, Seigniorages, Cess and similar imposts that may be prevailing from time to time in respect of land, structures and all materials supplied in the Performance of this Contract.
6.0	**DEDUCTION OF INCOME TAX AT SOURCE** In terms of new section 194 inserted by the Finance Act 1972 in the Income Tax Act 1961, the Railway shall at all the time arranging payment to the contractor sub-contractor (in case of sub-contractor only when the Railway responsible for payment of the consideration to him under the contract) for carryout any work (including supply of labour for carryout the work under the contract) be entitled to deduct income tax at source or income comprised in the sum of such payments. The deduction towards income tax to be made at source from the payments due to non-residents shall continue to be governed by section 195 of the Income Tax Act, 1961.

7.0	**NOTICE TO PUBLIC BODIES** The Contractor(s) shall give to the municipality, police and other authorities all notices that may be required by law and obtain all requisite licenses for temporary obstructions, enclosures and pay all fees, taxes and charges, which may be leviable on account of his operations in executing the contract. He should make good any damage to adjoining premises whether public or private and supply and maintain any lights, etc., required at night.
8.0	**DAMAGE BY ACCIDENTS, FLOODS OR TIDES** The contractor shall take all precautions against damage from accident, floods or tides. No compensation shall be paid to the contractor for his plant or material lost or damaged by any cause whatsoever. The contractor shall make good the damages at his cost to any structure or part thereof by any cause during the course of the work.
9.0	**SERVICE ROADS** The Contractor/s will be permitted to make use of existing service roads, or service roads constructed by the Railway for its use free of cost. New service roads required by the contractor/s either near the work site or elsewhere within or outside railway limits for carriage of materials or for any other purpose whatsoever, will have to be constructed and maintained by the contractor/s at his/their own cost. For the purpose of construction of service roads on railway land, permission will be given free of charge. If any land other than railway land is necessary to be acquired or to be entered upon, permission to enter in the land will have to be arranged by the contractor/s at his/ their cost. The contractor/s will not prefer any claim, whatsoever on this account. The Railway, however, reserves the right to make use of such service roads as may be constructed by the contractor/s without payment of any charges.
10.0	**EMERGENCY WORKS** In the event of any accident or failure occurring in, on 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, which will be determined by the Chief Signal & Telecom Engineer/ Principal Chief Signal & Telecom Engineer, North Western Railway, to the contractor.
11.0	**MAINTENANCE PERIOD** (a) For Supply, consultancy and hiring items. The maintenance period is limited to date of completion of work**.** **All works other than mentioned in clause 11.0 (a) above.** (b) The tenderer(s) shall be required to maintain the work effectively for a period of **One Year (12 Months)** from the date of commissioning of the work and no part refund of Security Deposit shall be permitted during the maintenance period mentioned above.
12.0	**INSTRUCTIONS/DIRECTIVES OF THE ENGINEER'S REPRESENTATIVE**
12.1	The contractor shall at all times, execute the contract work only in the presence and under the supervision of the Engineer's Representative or a Railway employee specifically appointed on his behalf. No work under the contract shall, therefore, be commenced by the contractor without the express permission of the Engineer’s representative.
12.2	The contractor shall always execute the work under this contract in strict compliance with the instructions/directives by the Engineer's representative. Any act of non-compliance with the instruction/directives issued by the Engineer's representative shall be considered as a default of the contractor where after the Railway shall be free to take further appropriate action as provided in the contract for dealing with such defaults of the contractors. The decision of the Engineer-in-charge whether there has been an act of non-

	compliance with the instruction/directives of the Engineer's representative for the purpose of this clause shall be final and conclusive.
12.3	The instructions/directives by the Engineer's representative shall not, however, absolve the contractor of his responsibility or reduce his responsibility in any manner whatsoever in regards to maintaining at all times the safe working conditions at the work site.
13.0	**NON-COMPLIANCE WITH THE INSTRUCTIONS/DIRECTIVES OF THE ENGINEER'S REPRESENTATIVE**
13.1	The contractor shall always comply with the instructions/directives issued by the Engineer's representative from the time to time. In the event of any non-compliance with such instructions/directives, apart from and in addition to other remedies available to the Railway as specified herein above the Engineer's representative may employ at the works Railway's workmen with necessary equipment as considered appropriate and adequate by him to provide the requisite conditions for the safe and unhampered movement of Railway traffic. The decision of the Engineer's representatives in regard to the need of appropriateness and adequacy of the deployment of the Railway Workmen with necessary equipment shall be final and conclusive.
13.2	When the Railway workmen with necessary equipment are deployed in the above manner, recovery at the following rate shall be made from the contractor's dues under this contract or any other money of the contractor available with the Railway under this contract. The recovery for the total Railway Workmen Hours employed as per actual irrespective of the type and grade of the Railway Employee actually employed. The aggregate period of the Workman-Hours for the above recoveries shall be reckoned from the time the Railway Workmen are actually deployed at the work site till the work is completed to the satisfaction of the Engineer's Representative whose decision in this regard shall be final and conclusive.
13.3	During the above-mentioned period of suspension of work, the contractor shall not in any manner attempt to carry out any work at the work site. Any such attempt of the contractor shall be deemed to be an unauthorized work on the work site. For such acts, the contractor shall then be liable for further appropriate action under the relevant provisions of the Indian Railway Act.
14.0	**WARRANTY** The Contractor(s) shall warrant the materials supplied under this contract to be free of any defects in material and workmanship under ordinary use and service. 1. The contractor shall warranty that all materials & equipment to be supplied and installed as per this tender shall be free from defects and faults in design, material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standard for materials of the type ordered and in full conformity with the contract specifications. 2. This warranty shall start from the date of commissioning and shall expire **01 year (12 months)** after thereof. The Contractor shall be responsible for the proper functioning of the system during the period of warranty. 3. During the period of Warranty, the Contractor shall remain responsible to arrange replacement and for setting right at his own cost any equipment supplied by him, which is of defective manufacture or defective design or defective material/component and becomes unworkable due to any cause whatsoever. The decision of railways to attend to any damage or defect in work shall be final and binding on the Contractor. 4. If it becomes necessary for the contractor to replace or renew any defective portions of the system under this clause, the contractor shall make the system functional by providing suitable replacements and restore back the original card / equipment after repairs to the same. The card / equipment so repaired should bear warranty equal to

	the end of original warranty period or minimum Six months from the date of repair, whichever is later. If any defect is not remedied within reasonable time, the Railway may proceed to do the work at contractor's risk and expense, but without prejudice to any other rights, which the Railway may have against the contractor in respect of such defects. 5. All inspections, replacements or renewals carried out by the Contractor during the warranty period shall be subjected to the same conditions of the contract. 6. All replacement and repairs and design change that the Railway shall call upon the contractor to deliver or perform under this warranty shall be delivered and performed by the contractor within one month, promptly and satisfactorily. 7. The decision of the Railway in regard to contractor's liability and the amount, if any, payable under this warranty shall be final and conclusive. 8. Due to analysis of failures, if any design deficiency is pointed out by the Railway, the contractor shall rectify it at his own cost. 9. In subject of the warranty, the contractor shall make his security deposit as defined in Conditions of Contract & Instruction to tenderes, valid to cover the period of warranty also. 10. The Maintenance period given at Clause 11.0 above and warranty period shall be executed concurrently from the date of commissioning of work.
15.0	**SHIFTING OF ELECTRICAL/TELEGRAPH WIRES** In some stretches, high-tension grid towers /electric telegraph/telephones wires or posts etc. are to be shifted. It is expected that the electric lines/towers will be shifted in good time but in case, there is any delay on this account suitable extension in date of completion will be considered and given to the contractor for only the effected portion and no compensation whatsoever in this respect or due to the delay thus caused will be payable and contractor has to adopt such methods of execution of earthwork so as not to cause any damage to existing structure lines etc. HANDING OVER OF SITE FOR WORK The entire land required for this work is available. However, Railway may not hand over the entire land required for completion of this work for making bank/cutting or excavation to the contractor(s) due to any unavoidable reasons. Land may be handed over in different stretches, which may not be continuous. Contractor(s) will be required to carry out the work in available stretches. If some stretch of land cannot be handed over to the contractor for borrowing earth or making bank/cutting within the contract period then suitable extension will be granted only for the affected portion without any payment of extra claim to the contractor.
16.0	**ACCIDENT/NATURAL CALAMITIES** Vehicle and equipment of the contractor can be drafted by Railway Administration in case of accidents/natural calamities involving human lives. For payment purpose, the item may be operated as New Non-Schedule (NS Item) as per existing norms and powers delegated. Contractor may submit list of vehicles and equipment available with him.
17.0.	**Force Majeure Clause**: If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics/pandemics, strikes, lockouts or acts of God (hereinafter, referred to events) provided, notice of the happening of any such event is given by either party to the other within 30 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to

	exist, and the decision of the Engineer as to whether the works have been so resumed or not shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.
17A	**17A Extension of Time in Contracts**: Subject to any requirement in the contract as to completion of any portion or portions of the works before completion of the whole, the Contractor shall fully and finally complete the whole of the works comprised in the contract (with such modifications as may be directed under conditions of this contract) by the date entered in the contract or extended date in terms of the following clauses: (i) Extension due to Modification: If any modifications have been ordered which in the opinion of the Engineer have materially increased the magnitude of the work, then such extension of the contracted date of completion may be granted as shall appear to the Engineer to be reasonable in the circumstances, provided moreover that the Contractor shall be responsible for requesting such extension of the date as may be considered necessary as soon as the cause thereof shall arise 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 there for, 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 l7A(i) or/and l7A(ii) or/and l7A(iii) above,as soon as the cause thereof shall arise and, in any case, not less than ffi before the expiry of the date fixed for completion of the works. The Engineer

	shall consider the same and shall grent 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.
17.B	**17B Extension of Time with Liquidated Damages (LD)** for delay due to Contractor: The time for the execution of the work or part of the works specified in the contract documents shall be deemed to be the essence of the contract and the works must be completed not later than the date(s) as specified in the contract. If the Contractor fails to complete the works within the time as specified in the contract for the reasons other than the reasons specified in Clause 17 and 17-A, the Railway may, if satisfied that the works can be completed by the Contractor within reasonable short time thereafter, allow the Contractor for further extension of time 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**. **(updated as per RB Letter No.2022/CE-I/CT/GCC-2022/Policy Dated-14.07.22 with up to date correction slip).** For the purpose of this Clause, the contract value of the works shall be taken as value of work as per contract agreement including any supplementary work order/contract agreement issued. Provided also, that the total amount of liquidated damages under this condition shall not exceed 5% of the contract value or of the total value of the item or groups of items of work for which a separate distinct completion period is specified in the contract. Provided further, that if the Railway is not satisfied that the works can be completed by the Contractor and in the event of failure on the part of the contractor to complete the work within further extension of time allowed as aforesaid, the Railway shall be entitled without prejudice to any other right or remedy available in that behalf, to appropriate the contractor's Security Deposit and rescind the contract under Clause 62 of these Conditions, whether or not actual damage is caused by such default. NOTE: In a contract, where extension(s) of time have been allowed once under clause 17B, further request(s) for extension of time under clause 17A can also be considered under exceptional circumstances. Such extension(s) of time under clause 17A shall be without any Liquidated damages, but the Liquidated damages already recovered during extension(s) of time granted previously under clause 17B shall not be waived. However, Price variation during such extension(s) shall be dealt as applicable for extension(s) of time under clause 17B.
18.0	**MOBILIZATION ADVANCE**(For Contract Value Rs. 25 Crores and Above) As per Provisions of GCC and Railway policy applicable.
19.0	Contractor shall provide suitable manpower to Engineer in Charge or his representative at all times during currency of the contract for assisting him in giving layout of work, carrying out quality checks, taking measurements and other associated activities for effective supervision of work.
20.0	**DEPLOYMENT OF QUALIFIED ENGINEERS AT WORK SITES BY THE CONTRACTOR**(As per Clause No.26A of G.C.C. 2022 Part-II with up to date correction slip)

20.1	The contractor shall also employ Qualified Graduate Engineer or Qualified Diploma Holder Engineer, based on value of contract, as may be prescribed by the Ministry of Railways through separate instructions from time to time.
20.2	In case the contractor fails to employ the Engineer, as aforesaid in Para 20.1, he shall be liable to pay penalty at the rates, as may be prescribed by the Ministry of Railways (Para 20.4) through separate instructions from time to time for the default period for the provisions, as contained in Para 20.1.
20.3	No. of qualified Engineers required to be deployed by the Contractor for various activities contained in this works contract shall be as under:- (i) For tenders costing below Rs.50.00 Cr. 1) Graduate Engineer – Minimum 1 Nos. 2) Diploma Engineer – Minimum 1 Nos. (ii) For tenders costing Rs.50.00 Cr. and above. 1) Graduate Engineer – Minimum 2 Nos. 2) Diploma Engineer – Minimum 2 Nos.
20.4	In case the contractor fails to employ the Qualified Engineer, as aforesaid in Para 20.1 above, he, in terms of provisions of Clause 20.2 to the Conditions of Contract, shall be liable to pay an amount of Rs. 40,000/- per Graduate Engineer and Rs. 25,000/- per Diploma Engineer for each month or part thereof for the default period for the provisions, as contained in Para 20.3 above respectively.
21.0	**PRICE VARIATION CLAUSE**(As per Clause No. 46Aof GCC 2022with up-to-date correction slip) **updated as per RB Letter No.2022/CE-I/CT/GCC-2022/Policy Dated-14.07.22 with up to date correction slip.** PVC shall be applicable only in tender having advertised value above Rs. 2 Crores. Price variation clause is not applicable for this work.
22.0	**HANDLING VITIATION DURING VARIATION IN CONTRACT QUANTITIES** Applicable as per GCC 2022, clause-41 Modification to Contract to be in Writing, clause-42. Power of Modifications to Contract, Valuation of Variations,clause-43 Claims(1) Quarterly Statement of Claims,(2) Signing of 'No Claim Certificate' and Railway Board Policy.
23.0	**TECHNICAL CONDITIONS** As defined in part-iv
23.1	**SCOPE OF WORK**: As defined in part-iv
23.2	**LOCATION OF SITE:** **Railway Colonies, ORH/Sub-ordinate rest house, Hospital/ Dispensaries, RPF Barrack, etc over Ajmer Division.**
23.3	**COMPLETION PERIOD: - The entire work shall be completed within 270 days from the date of issue of letter of acceptance.**
23.4	Contractor along with his offer will submit a tentative time schedule in the form of bar diagram to show his planning to complete the work. After award of the contract the time schedule will be jointly signed along with engineer-in-charge after carrying out necessary modification as suggested by engineer-in-charge.
23.5	**Meaning of similar works:** ***Any Telecom Work or any Signaling Work Ref:*** NWR HQ letter No. SG/176/0 Vol-II Dtd. 01.09.2020, SN. (B), Item No.1 **As per Clause No. 10.1 of Tender Form (second Sheet) ofAnnex.I of Part-I of GCC-2022, updated as per RB Letter No.2022/CE-I/CT/GCC-2022/Policy Dated-14.07.22 with up to date correction slip.**

	Note:- If the work involves provision of EI then it is mandatory to fill Appendix AF.
24.0	**PAYMENT TERMS** (i) 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 progress payment Bills/Invoice of contractor, as and when it is understood that such an expenses has been incurred or paid for. (ii) 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. (iii) The contractor will be entitled to be paid from time to time by means of "ON ACCOUNT" payment only for such works as in the opinion of the Purchaser's Engineer which has been executed by him in terms of contract. Payment shall be made on submission of following documents to railway:- a) "ON ACCOUNT" payment shall be made separately for each item/sub item of work given in the Bills of Quantities. The bill shall be submitted by the contractor for each items of work which has been executed by him. b) Receipt of material at stores/Site as certified by the representative of Purchaser's engineer. c) Original Inspection Certificate issued by Inspecting Officer RDSO/RITES/Consignee. d) Delivery Challan/Invoice in Duplicate. Subject to any deduction which the Railway will be authorized to make under the terms of contract that may be applicable while accepting the tender, the Contractor shall be entitled for payment as below:-
24.1	**For SOR items:-** The payment will be done **as per payment condition in tender documents.**
24.2	**For NS Items:- The payment will be done as per Payment condition defined in tender documents.**
24.2.1	**For Supply/ Supply & Installation Items (NS)** a) 80% of the accepted cost of the items (duly inspected by the nominated Inspection Authority) will be paid on receipt of the equipment by the Consignee. b) 10% of the accepted cost (in addition to the 80% released above) shall be paid after installation/erection of that particular equipment. c) The balance 10% of the accepted cost will be paid after commissioning of the station. d) 100% will be paid for spares & for items, which are not required to be erected/ installed by the contractor, on receipt of the equipment and no loss certificate by Consignee.
24.2.2	**For Installation Items (NS)** a) 90% on account payment will be done after the supply & installation of the item and on the basis of measurements recorded. b) Balance 10% of Schedule will be paid on commissioning of the station and after issuing the satisfactory completion certificate by SSE in-charge of the work.

24.2.3	**The Payment to contractor will be made as per Railway Rules and regulations through running bills after making entries in MB, and on submission of satisfactory maintenance certificate from the SSE/Tele/AII duly signed by SSE/Tele/AII & Contractor.** **Hundred percent test check should be done by SSE/Tele/AII and & DSTE/AII will exercise twenty percent test check of the work. It will be the responsibility of the contractor to get the certificate from SSE/Tele/AII and submit the same to this office for preparing the bill. SSE/Tele/AII will record all measurement of the work in the MB.**
	Note for Clause 24.0, 24.1 & 24.2 (i) For items pertaining to consignee inspection necessary purchase voucher of the items is to be submitted. (ii) The final bill for the balance payment shall be submitted by the contractor along with "No Claim Certificate".
25.0	**FINAL PAYMENT:** On the basis of Final Acceptance Certificate issued by the Engineer for all the works covered in this contract, the final bill for the balance payment shall be submitted by the contractor along with "NO CLAIM CERTIFICATE". The Final Acceptance Certificate shall be issued by Engineer only when: 1. He has accepted the work wholly. 2. The maintenance period is over. 3. All the released materials are handed over by the contractor correctly and stocked as indicated. **4.** Material reconciliation done and all the unused Railway materials returned to Railway Stores in good condition.
26.0	**INSPECTING AUTHORITY** Inspecting authority: For SOR Items: As specified in the SOR item. For NS Items: shall be RDSO/RITES/Consignee (Rly's representative). (To be decided by Railway as Applicable)
26.2	**INSPECTION CHARGES** The inspection charges for the inspection service rendered to the S&T contractors executing signal works shall be borne by the Railway. The Re-inspection charges for the re-inspection service rendered to the S&T contractor for any reason shall be borne by Contractor.
27.0	***STORES***
27.1	**CONSIGNEE** The consignee for this work will be **Senior Section Engineer/Tele/AII**
27.2	**LOADING /UNLOADING OF MATERIAL** The material shall be delivered by the Contractor at the Senior Section Engineer/Tele/AII Material supplied by Railways for execution of the work & the materials delivered by the contractor shall be transported from the any Store of NWR to the site of work by the contractor.
27.3	**MATERIALS AND WORKMANSHIP**

	i). All the items which are to be procured as per IRS/RDSO specifications shall be procured from RDSO approved firms. Electrical / Electro Mechanical items which appear in RDSO approved list and supply value is above <Rs.5,00,000/-> should be got inspected by RDSO. All item irrespective of their value, if it falls in critical list of items (as mentioned by RDSO), will be inspected by RDSO. 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. ii) Certificate of inspection to be submitted along with the supply. iii) Before placing order and arranging supply of material, approval regarding inspecting authority will be taken from Sr. DSTE/Ajmer office. iv) The Railway shall have full powers to reject any material that the Railway may consider to be defective or inferior in quality of material, workmanship, design or otherwise, not in accordance with the specifications and drawings specified by the Railway. v) The Contractor shall remove for the with all rejected materials and replace such material at Contractor's expenses. vi) All material should be in properly packed condition and the consignee reserves the right to reject the material even though it was passed by RDSO. vii) When any stores delivery at the consignee's depots is rejected, this shall be removed by the contractor within 30days from the date of rejection. Such rejected stores shall lie at the contractor's risk from the date of rejection. If the stores are not removed by the Contractor within this period, the purchaser or his nominee shall have the right to dispose of such stores, as thought fit, at the contractor's risk and account. viii) The purchaser shall also be entitled to recover from the contractor, handling and groundrent/demurrage and any other charges for the period during the rejected stores are notremoved after the period as for mentioned.
27.4	**Indemnity by Contractors (Clause No.15 of GCC): -**The Contractor shall indemnify and save harmless the Railway from and against all actions, suit, proceedings, losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the Railways by reason of any act or omission of the Contractor, his agents or employees, in the execution of the works or in his guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not any damage shall have been sustained.
27.5	**Procedure for Store Receipt & Material Accountal.** i. For every work, a Tally book shall be opened by store In-charge. Receipt/dispatch/ transfer/Balance entries are shown in Tally Book. Separate page is nominated for each item in Tally Book as per work schedule. ii. Material is received based on request of contractor. Contractor gives in writing the details of item including serial number and quantity of work schedule to SSE/In charge. SSE/Incharge will inspect the material and its related documents mandatory as per contract agreement and material is entered to the Tally Book assigned for this particular work if found in order as per contract.

	iii. Whenever material is required for execution of work at site, contractor will request SSE/In charge for issuing of material on his letter head/demand signed and stamped by his authorized person. iv. For issuing the material required by contractor as above, SSE/In charge shall fill E-49 Form (Called HR) mentioning all relevant details and this form shall be signed by both SSE/In charge and authorised representative of contractor. There after material is taken by contractor for site of work and stored temporarily under his own custody. Material so stored temporarily at site shall be secured and protected by the contractor at his own resources. v. While filling up measurement book, reference of E-49 and Tally Book are to be mentioned wherever required (applicable for both running & final bills). vi. Work site register will be maintained by the contractor for recording daily work progress and measurements which is also signed by Railway's representative deployed by SSE/In charge. ***Note:*** Paras i, ii, iii, iv, v and vi above, are applicable for accountal of material supplied by the contractor of sanctioned works costing less than Rs.2.5 Crores. a) Procedure for accountal of material supplied by the contractor of sanctioned works costing more than Rs.2.5 Crores:- In addition to accountal of material supplied by the contractor of sanctioned work costing less than Rs.2.5 Crores as mentioned in Para i, ii, iii, iv, v and vi above, field units should also maintain register and accountal of register at site MAS (Material at Site) in accordance with Para 1436 to 1446 of Engineering Code. The contractor will provide necessary assistance for this purpose. b) CONSIGNEE: The consignee for this work will be Senior Section Engineer (Signal/ Tele) or other nominated JE/SSE by Sr. DSTE/Dy. CSTE. c) LOADING/UNLOADING OF MATERIAL: All the material shall be transported by the contractor from any Store of NWR to the site of the work and vice versa with his own cost. ***d)*** Before issuing Railway material to the Contractor, SSE/In charge will ensure that contractor has already indemnified all the Stores handed over to him and executed the Indemnity Bond for this purpose on standard Performa given along with these documents in ***Appendix-AG.*** e) The material which will be supplied by the Railway for execution of work will also be transported by the contractor from any Store of NWR to the site of the work. f) All stores drawn by the tenderer shall be accounted for either as installed as per site measurements recorded or as per surplus stores returned to the Site Inspector-in-charge. **g)** Empty cable drums will be the property of the Railway and shall be returned back to Railway store of SSE/Incharge by the contractor. If cable drums are not fully empty then cable shall be rolled back in same cable drum and handed over to Railway store. If empty cable drums are not returned back then recovery @Rs.560/per empty cable drum will be recovered from the running/final bill of the contractor.
27.6	***Security of Material*** a) 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 by outsiders or his

	labour or damage of any sort. b) The cost of stores lost 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. **c)** The Contractor will indemnify all the Stores handed over to him and will execute the Indemnity Bond for this purpose on standard Performa given along with the documents. Execution of the Indemnity Bond will precede handing over any material to the Contractor.
27.7	**Return of Surplus Store** a) The stores found to be surplus shall be returned to Consignee by the Contractor with his own staff with immediate effect and proper (-) minus hand receipt will be issued to contractor on receipt of surplus material by the Railway depot staff. **b)** The contractor shall account for all material that was issued to him. A register shall be maintained by the contractor, 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.
27.8	***Return of Released Store*** **a)** Released material shall be handed over to Consignee in systematic manner. Proper care should be taken while releasing &transporting the material at General Stores, of NWR(for the material to be D-S8ed) and other released material at Signal Stores (which will not be D-S8ed)**.** b) Unless or otherwise specified, the rates cover the cost of tools and plants, ladders, scaffoldings and all other equipments required for dismantling. **c)** Unless otherwise specified, the rates includes leading of material up to the store of **Consignee**, the Store Depot of North Western Railway, stacking dismantled material in the store as required specially item wise. **d)** Royalty, Octroi and other charges on materials to be supplied by the contractor for construction of work except those to be supplied by the Railway will be borne by the contractor/s.
28.0	***WORKS***
28.1	**SPECIFICATIONS,DRAWINGS** A). Supply of following diagrams/documents shall form part of the contract (as applicable):- ***Documents for Indoor work***: i) Signalling interlocking plan ii) Operating & Indication panel diagrams/VDU Diagram iii) Selection & Locking tables. iv) System Configuration of EI v) Wiring diagrams/Interface Circuit/ Equivalent Logic Circuit vi) Fuse analysis

vii) Contact analysis

viii) Rack erection diagram

ix) Panel Tag Block analysis

x) Tag blocks analysis of tag blocks installed on Cable termination rack.

xi) Operating/maintenance & instruction manual.

xii) Power supply arrangement with appropriate ratings of each module.

Tentative SIP of station is provided at Annexure-AA. Items (i) to (vii) of the drawings shall be submitted to Railways for approval by the Contractor.

Copies of drawings from items (viii) to (xii) shall be submitted to Engineer-in-charge for his approval. However, final tracings of these drawings shall be submitted to Railways for approval before commissioning.

B) Documents for Outdoor documents

i) Location terminal details
ii) Cable Core chart
iii) Cable route plan
iv) Track Circuit Plan

Note: All above documents initially shall be prepared by contractor and shall be submitted to Engineer in charge for approval.

Once circuit design is submitted by the Contractor to Railways, it will be examined and Railways will indicate the kind of deficiencies, which are existing in the design. If required by Railways, the design team of Contractor will attend PCSTE's office to hold discussions in this regard. While indicating the deficiencies in design Railways will point out -

(a) Functional requirement, which are not being met by the circuits.

(b) Other violation of standard practices or codal provisions.

Railways are not bound to carry out the exact corrections in the circuit or suggest the exact corrections to the contractor. It will be the duty of the contractor to modify the circuit, so as to ensure that all specifications, codal provisions and functional requirements are fulfilled by their circuit. After corrections are carried out by the contractor an advance approval to the circuit will be given. Deficiencies pointed out by Railway may not be exhaustive.

Advance approval of the circuit from Railways will mean that Contractor can go ahead with the wiring. However, if any deficiencies are found at the stage of testing, it will be solely the responsibility of contractor to ensure that their design team is available at the spot to suggest and carry out alterations without waste of time. Approval by Railways to go ahead with wiring and testing will no way mean that the circuits have been finally approved and accepted.

(c) The contractor shall be solely responsible for ensuring that the requirement of safety are incorporated in all designs and drawings and the drawings furnished by him, although these may have been approved by the Railway.

(d). Specifications, drawings, requisites and requirements referred to in the body of this specification form an essential part thereof.

The sources from which the drawings & specifications referred to in this Tender can be

	obtained from Engineer-in-charge. (e) The installation must comply with the Indian Railway Standard Specification for relay interlocking systems (tentative) serial no. S-36-87 and 'Technical requirements' as laid down in this tender. The arrangements of interlocking and design of equipments etc. shall be in conformity with the practices followed on N W R and the System as a whole shall be so designed that the operation is reliable, safe and satisfactory under the local climatic conditions existing at the station. Information to be given by the Purchaser (Railways) as per IRS:S-36-89. (f). Installation shall comply with the requirements to the following manuals/books:- • Signal Engineering Manual • Engineering Code • P-way manual • General & subsidiary Rules with latest correction slip. • Schedule of dimensions. These books are available with Engineer-in-charge for this work which can be given on loan, if required, for reference. (g). After the contract is awarded, the Railway shall furnish to the Contractor, free of charge, a reasonable number of prints of the approved Signalling plan, control tower/cabin drawings and such other drawings as the Railway may consider necessary for proper execution of this work. (h) Future development: The contractor shall supply to the railway free of charge all software update, data and specifications that may result from developments effected by him or his collaborator in the period of currency of contract. The Railway reserves the right for such modified or improved versions in lieu of these originally quoted for, based on prices and other conditions mutually agreed upon. (i) "For minor alterations in existing yard; alterations in existing logic will be submitted shown 'Red/Green'. Whether it is a minor alteration or not, it will be decided by the Engineer".
28.2	**INSPECTION OF WORKS** (i). 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 period of one month from the date the complete system is taken over. For the purpose of taking over, joint inspection will be carried out by DSTE/ASTE and SSE/SE/JE(Sig./Tele). The contractor should make himself or his representative available at the time of joint inspection. The decision of the Engineer shall be final in the matter. (ii). 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. (iii). 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. (iv). A logbook will be kept at the work site by the contractor. The inspecting officer of the Railway may in addition to oral instruction to the representative of the contractor at the work site, enter such instruction as he deems fit in this log book. The contractor will be responsible to note necessary action and remedy the defects and ensure that the instructions either oral or written are complied with. His non-noting the logbook entries shall not be considered sufficient grounds for non- compliance of the instructions.
28.3	**APPROVAL & MEASUREMENT OF WORK** (i) The contractor will obtain written approval of the supervision after completion of the various sub- items of each work mentioned in the Schedule (wherever applicable). (ii) 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). (iii) 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 trunk is placed in trench and properly aligned. • after the above is laid properly. • after the earth is filled. • After brick/slab/capping is laid. (iv). Back filling of the trench shall be done only after the inspection and written confirmation from the Railway representative. (v). The contractor shall maintain record of cable laid as per Performa provided by Railways. (vi). Cable laying shall be done as per policy / guidelines issued by RDSO vide letter no. STS/E/Cable Laying Practices dated 31st October'2011 or latest. (vii). S&T Inventory / Assets register should be maintained as per performa specified in the note issued by CSTE/NWR vide note no. SG/176/1 dated 13.09.2012 or latest. (viii). Measurement of works by Contractor's authorized representative shall be applicable only if it is decided so by the Railway.
28.4	**MATERIAL TO BE PROVIDED BY RAILWAYS** Materials to be supplied by Railways in this contract are listed in Appendix-AE to these documents. All materials to be supplied by Railways shall have to be collected by contractor through his own labour and transport from the any store of NWR to the site of the work.
28.5	**MODIFICATIONS** (i). 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. (ii). 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.
28.6	**POWER SUPPLY** 230V/5A Electric power supply will be supplied by the Railways at the prevailing rate of electricity only on request of contractor for executing minor works like drilling of holes, soldering etc. for which contractor has to pay as per metered readings. However, contractor shall make his own arrangements such as portable generator for his use in case of power failure.
29.0	***TRAINING*** 1. The contractor shall provide adequate training at the manufacturer's premises to Railway personnel in planning, design, installation, operation and maintenance of the EI equipments and system supplied under the contract (if required). 2. The tenderer shall undertake to train Railway personnel nominated by Railways in different aspects of equipment which include: a) System design and architecture b) Field installation, testing, commissioning. c) Operation, maintenance and repair, covering both hardware and software with cost analysis d) Fault diagnosis and analysis e) Failure rectification methods f) Data base programming g) All the issues arise out of day to day maintenance of the system. 3. The training should be comprehensive so as to impart full knowledge to Railway personnel deputed for the training to independently execute the installation, operation, maintenance, repair and minor alteration of all equipment. The training course should, apart from formal classroom training, include hands on practical experience and visits to working installation. The contractor shall make a l necessary arrangement for the same. The place of training shall normally be at the manufacturer's premises or as decided mutually between the Railway and the Contractor. OEM should provide competency certificate to the Railway Personals for the training imparted. Hard copies and soft copies of course module shall be supplied by the contractor to each trainee. The training courses should, apart from formal class room training, include hand on practical experience and visits to working installation. 4. The contractor shall at every stage of installation, testing and commissioning provide all facilities for adequate training of NW Railway personnel who may be deputed to work

	on the project. 5. The requirement of training in man-weeks has been indicated in the Bills of Quantities. The tenderer shall quote for the man week rates and Railways shall have the right to vary the training period indicated in the Bills of Quantities. 3. 6. Set of documents related to training in adequate quantity shall be provided.

Special Technical Condition

SPECIAL TECHNICAL CONDITIONS OF CONTRACT - Works Part

The scopes of work of this contract mainly comprises of the supply & execution of other associated items, digging work to lay underground cable where needed & laying OFC/copper cable to connect different items to execute and commission the system satisfactorily.

1. Digging should be done in such a manner so that existing cable/other structure may not be damaged. If so the same will be restored as before by the contractor at his own cost.
2. Splicing/termination of OFC is a very specialized in nature so it shall be proper and perfect up to the satisfaction of railway engineer or his representative.
3. No hanging/loose wiring should be there.
4. Casing capping/conduit/DLP trunking should be fixed in a proper and good looking manner in the indoor or outdoor wiring as per the instruction of site engineer.
5. The contractor will have to furnish Landline No./ Mobile No. of his Office for day to day dealings/communication to Railways.
6. Scope of Work shall also include

a) Powering on equipment after ensuring correctness of terminations, interfaces and power supply and making the system ready for testing and commissioning.
b) Testing of LAN Cables after laying, terminations and ferruling at both the ends. All testing tools and instruments shall be brought by the bidder and taken back after the testing.
c) Configuration of the equipment as per the requirements of Railway including Network segmentation and Network Monitoring
d) Field testing and commissioning of system, including integration with existing Network for internet connectivity.
e) The project must be planned and executed with mutual coordination between contractor & Railways.

9. **All the items/equipments provided in the work should carry a warranty of 01 Years from the date of satisfactory commissioning of the system. The warranty includes of replacement of faulty cards/parts/equipment.**
10. During the warranty period **(12 months after commissioning)** the contractor shall be responsible to the extent expressed in this clause for any defects that may develop under the conditions provided for by the contract and under proper use, arising from faulty materials, design or workmanship in the plant or from faulty erection of the equipment under the supervision of the contractor, but not otherwise and shall remedy such defects at his own cost and when called upon to do so by the purchaser who shall state in writing in what respect the portion is faulty.
11. While Digging in the Railway vicinity the Procedure for undertaking digging work in the vicinity of Signaling, Electrical and Telecommunication Cable issued by the Railway Board vide Telecom Circular No.9/2023 must be followed strictly otherwise the penalty will be imposed as per Railway board letter No.2021/Tele/5(2)/3Part(1)(3425647) Dtd, 12.06.2023 Annexure attached below.
12. **Make and Model of Supplied datacom items i.e. LAN Switches, routers should be listed on the Trusted Telecom Portal as per the guidelines of NWR Headquarters letter no. SG/244/1/NWR/Vol-V Dt: 13.09.2024.**

Annexure

Guidelines for protection of cables while doing work its vicinity

1. Cable route marking for all types of cable must be made available block section wise on Railnet.
2. Before allowing the contractor to work near the tracks, the work executing agency (like SrDSTE/SrDEN/SrDEE or DyCSTE/DyCEE/DyCE etc.) shall ensure that the permission has been granted by the division to the contractor in accordance with the local instructions / JPO to work in the vicinity of the cables. Zonal railways shall devise suitable mechanism and timelines for the obtaining/granting such permission.
3. In case of works being taken up by the State Government, National Highway Authority etc., zonal railways shall devise mechanism for shifting the cables or for proper protection of cables before granting permission to work.
4. The engineering control shall keep all the information regarding any works being done near the track. S&T and electrical control shall obtain this information from engineering control. These controls shall coordinate among themselves to ensure that no work is done in the vicinity of the track without proper permission.
5. The concerned SE/P.Way/SE/Works/SE/Sig/SE/Tele SE/Electrical (TRD or G) or RailTel supervisors supervising the work of the contractor shall ensure that the existing emergency sockets are not damaged due to their importance in providing communication during accident/emergency.
6. For all new works, cable shifting should be a mandatory part of DPR and estimate. For ongoing works, Zonal Railways may sanction works for cable shifting if necessary through contingency/supplementary/revised estimate where provision does not exist. However, in case zonal railways decide not to shift cables (due to any reason) then protection of cable shall be ensured by the zonal railways during execution of the work.
7. Penalty to be imposed for damages to cable shall be as under:

Cable damaged	**Penalty per location**
Only Quad cable or Signaling cable	₹ 1.0 Lakh
Only OFC	₹ 1.25 Lakh
Both OFC & Quad	₹ 1.5 Lakh
Electrical Cable	₹ 1.0 Lakh

8. Penalty should be levied on the contractor when they work without permission or resort to careless working without making arrangements for protecting cables and other utilities. Based upon the local conditions and practices, zonal railway shall devise its own conditions for examining and levying penalty. For each cable cut, a joint report at the level of supervisors should be prepared on the same day and it should become the basis for levying penalty and fixing responsibility. Joint note should be forwarded by SrDSTE/SrDEE to the executive in-charge of the work. The executive in-charge of the work shoud act and decide on the cable cut case within 15 days under information to SrDSTE/SrDEE as the case may be. There should be provision of appeal by contractors within one month of notice for levying penalty at ADRM level. Decision of ADRM shall be final and binding upon both parties.
9. Railways will not lodge FIR with RPF in cases of works being executed by authorized contractors of Railways who have been duly permitted to execute the works.
10. Zonal Railways shall issue local instructions/JPO for protection of cables while undertaking works in the vicinity of railway tracks in line with this guideline. Zonal Railways shall also ensure that such instructions become part of their tender document within one month of the issue of the local instructions. Suitable action against erring officials shall also be incorporated in these instructions if the same is not adhered to.

BILL OF QUANTITIES

Name Of Work:- "Strengthening of Railnet at Railway Colonies, ORH/Sub-ordinate rest house, Hospital/ Dispensaries, RPF Barrack, etc over Ajmer Division".

SN	Item No.	Description of Item	Unit	Qty	Rate	Amount	Inspection Authority
		Schedule -A (SOR Items)					
1	12.22	Horizontal direction drilling/boring without damage of surface road /track using Auger Machine(HDD machine). The bore shall be upto 200 mm dia & shall be done at the depth of minimum 1200 mm from the ground level. The ground level shall be considered ignoring the bank height of the bank of the road. The length of the bore shall be minimum 4 Mtrs long. This include insertion of different dia DWC-HDPE pipe/ GI pipes coupling etc. as per direction of Engineer In charge. Note:- Pipe Supply is not covered under this item. Contactor shall provide all material required for boring and adequate nos. of labours for proper laying of cables into the bore. Cable shall be laid cautiously so that it should not get damage due to rough handling & pressure on cable. Inspection: Consignee Inspection Charges: None. Payment Terms: 100% after Execution	per meter	2950	1202.97	3548761.50	As per description
2	12.37	Excavation of cable trench as per cable route plan, 1.2 Mtr. deep and of 0.3 Mtr. to 0.6 Mtr. wide at bottom as per RDSO sketch No. SDO/CABLE LAYING/003 or latest alongside the track in normal (all type) soil/strata, conforming to distances as per cable route plan and refilling. This work includes clearing of route from bushes etc, covering of cable laid in trench by loose soil for a layer of 50mm thickness approximately before covering by bricks. The work shall be done as per the extant practice on North Western Railway and instructions of Railway Engineer at site. In case 1.2m depth of trench is not achievable due to site conditions, specific approval of JA grade officer will be required for each site where trench depth of 1.2m is not possible. Without the approval of JA Grade officer, no payment for trenching will be made for trench depth less than 1.2m.	Cum	15336	274.28	4206358.08	As per description

SN	Item No.	Description of Item	Unit	Qty	Rate	Amount	Inspection Authority
3	12.41	Laying of S&T Cables of various cores/ pairs/ quads in trenches/ GI pipes/ RCC pipes/ DWC pipes/ Trunking. This also includes laying of cables in track crossings & road crossings. Item includes provision of labels of coloured plastic adhesive tapes or any other identifiable material on each cable to give the cable number at each Gantry Post/hectometer post.(Cables will be meggered before and after its laying by contractor under supervision of Railway Representative and he will submit the meggering report of each testing). Length of the cable laid includes the length of the cable coiled for termination purposes.	RM	42000	9.1	382200.00	As per description
4	15.1	Supply of UTP CAT-6 cable in a roll of 305 meter and make Siemen/ Systemax / Panduit/ Tyco/ Krone/ AMP.	per meter	26792	18.74	502082.08	As per description
5	15.11	Supply of Pre-lubricated HDPE duct, 40 mm OD, 33 ID as per RDSO specification No. RDSO/SPN/TC/45/ 2013 Rev. 2.0 or latest. The item also includes supply of all the accessories of HDPE duct like end caps, collars, bends, couplers etc.	per KM	48	48313.26	2319036.48	RDSO
6	15.12	Laying of Pre-lubricated HDPE duct, 40 mm OD, 33 ID as per RDSO specification No. RDSO/SPN/TC/45/ 2013 Rev. 2.0 or latest. The item also includes installation of all the accessories of HDPE duct like end caps, collars, bends, couplers etc.	per KM	48	12078.31	579758.88	As per description
7	15.13	Blowing/drawing of OFC cables in the HDPE duct along with all the protective work as per instructions of engineer incharge at site.	per KM	48	10804.77	518628.96	As per description
8	15.16	Supply & Installation of Professional 19" Equipment Racks 4U for housing of network equipments.	No	80	4413.95	353116.00	As per description
9	15.47	Supply of DLP trunk 32X20mm with required all changeble internal/external angle, changeble flat angle, flat junction. Clips, joint for cover, end cap etc. make Legrand or superior.	Meter	4900	110.87	543263.00	RITES

SN	Item No.	Description of Item	Unit	Qty	Rate	Amount	Inspection Authority
10	15.48	Fixing & wiring (Laying) of DLP trunk 32X20mm with required all changeble internal/external angle, changeble flat angle, flat junction. Clips, joint for cover, end cap etc. make Legrand or superior. Cable will be supplied by Railway and all other fixing material will be supplied by contractor.	Meter	4900	27.72	135828.00	As per description
11	15.158	Supply of single mode single fibre optical media converter supports wavelength division multiplexing (WDM) upto 20 KM, wavelength supported 1310 & 1550 nm, 10/100/1000(Giga) RJ-45, model- DIGISOL DG-MC6123S or similar.	No	189	3356.35	634350.15	RITES
12	15.162	Supply of wireless access point dual band indoor managed/standalone access, built in antenna, two ports(1GE + 1FE), POE support. This includes all accessories make DIGISOL model DG-WM5307IAC or superior.	No	260	15494.56	4028585.60	RITES
13	15.163	Installation of wireless access point dual band indoor managed/standalone access, built in antenna, two ports(1GE + 1FE), POE support. This includes all accessories make DIGISOL model DG-WM5307IAC or superior.	No	260	968.41	251786.60	As per description
14	15.164	Supply of Small Form- Factor Pluggable(SFP) as per IEEE standard: IEEE 802.3z, Connector type: LC type, Wavelength(nm): 1310 nm, Fibre type: Single mode, Max cable distance: upto 20 km. Make & modelDG-SA1133-20 DIGISOL/Netgear/Cisco or similar.	No	712	4667.65	3323366.80	RITES
15	15.29	Supply, installation and complete wiring of Optical fiber cable termination box for 24 fibers complete with base housing, base mountings with fixing arrangement etc & splicing of fibers with low loss of pigtail cables as per detailed specification mentioned in respective tender documents. Two pairs of fibers shall be derived from either side of OFC cable at every OFC cable hut provided at wayside stations through pigtails with FC/PC connectors and remaining fibers on either side will be made through by splicing. At OFC terminal stations/MW repeater stations, all fibers shall be derived from either side and to be terminated in OFC termination box through pig tails and FC/PC connector. The OFC termination box to be supplied as per TEC No. G/FTB 01-02 March- 99 or latest. Splice losses in no case should be more than 0.1 dB. Necessary 0 dB connectors should be provided by contractor in OFC termination box.	No.	139	24363.18	3386482.02	RITES

SN	Item No.	Description of Item	Unit	Qty	Rate	Amount	Inspection Authority
16	15.18	Supply & Installation of 19" Rack 17U with power strip and all fitting accesssories for housing of network equipment.	No.	63	17545.25	1105350.75	RITES
17	15.73	Supply and installation of 8-Port, PoE/PoE+, L2 Managed Switch, 2x1G SFP + 2x1G RJ45 Uplinks, Single AC Power Slot ,IO, 8-Port, PoE/PoE+, L2 Managed Switch, 2x1G SFP + 2x1G RJ45 Uplinks, Single AC Power Slot	No.	242	27241.6	6592467.20	RITES
18	15.32	Supply of SC/APC -LC/PC patch cord (5 meter) (3M, TE connectivity, R&M make or superior) Inspection: Consignee Inspection Charges: None. Payment Terms: 100% after Supply.	No.	744	146.69	109137.36	As per description
19	15.33	Supply of SC-APC/SC-APC patch cord (1 meter) (3M, TE connectivity, R&M make or superior) Inspection: Consignee Inspection Charges: None. Payment Terms: 100% after Supply.	No.	744	119.54	88937.76	As per description
20	15.62	Supply of OFC single mode 6 fibre unarmoured cable. Make Molex/ AMP/Finolex or similar.	Mtr	21350	28.25	603137.50	RITES
21	1.9	Supply of work station note book as per Technical Specifications . It also includes supply of Laser Printer (Only branded). The workstation should be capable of reconfiguring the system in case of any alteration in yard interlocking in future. Technical Specifications should be attached with the tender document by Tendering authority.	Per Stn	1	86892.73	86892.73	As per description
22	15.49	Supply of frame, surface box and white cover plates for Two modules. This also includes supply of RJ-11 Telephone sockets with level holder Jack type, RJ-45 LAN sockets Jack Type (Tool less) and blanking plates for one modules. Make: Legrand or superior. Inspection: Consignee Inspection Charges: None. Payment Terms: 100% after Supply.	No	922	571.96	527347.12	RITES
					Total of schedule A	**33826874.57**	

SN	Item No.	Description of Item	Unit	Qty	Rate	Amount	Inspection Authority
		Schedule B(NS Items)					
1	NS-1	Supply of PVC pipe 1" & 1.5mm thickness, Inspection By Consignee	Meter	6900	19.36	133584.00	Consignee
2	NS-2	Installation/Fixing of PVC Pipe through power Cable & data cable , Inspection By Consignee	Meter	6900	5.81	40089.00	Consignee
3	NS-3	Supply of 24-Port, Non-PoE, L2 Managed Switch, 4x1/10G SFP+ Uplinks, Dual AC Power Slot IO, 24-Port, Non-PoE, L2 Managed Switch, 4x1/10G SFP+ Uplinks, Dual AC Power Slot.	No	124	82716.48	10256843.52	RITES
4	NS-4	Supply, Installation, Testing and Commissioning of Router 8 X 1000 BaseT and 4 X 1 G SFP Port, Make Cisco/HP/Juniper Model ISR4221K9 or similar , Inspection By Consignee	No.	28	165082	4622296.00	RITES
5	NS-5	Supply & installation of GPON OLT , 1U chassis ,8 fixed pon slots , 8Combo Port (4xGE SFP Port + 4xGE Copper Port), 2x10GESFP+ ports , CLI NMS , 1:128 splitting ratio Economic Class OLT with 8 Nos. PON SFP 6dbm +. Inspection By - Consignee	No	36	156274.76	5625891.36	RITES
6	NS-6	Supply & installation of GPON ONT, 1Giga ethernet+ 1Fast Ethernet + 1FXS +WIFI AC(Support 2.4Ghz and 5Ghz Antenna).	No	261	4874.62	1272275.82	RITES
7	NS-7	Supply & installation of FTTH Drop Box white color along with 5 Mtr 3/1M SC/UPC to SC/UPC Fiber Patch cords.	No	185	310.37	57418.45	RITES
8	NS-8	Supply & installation of PLC Splitter box (with 2/4/8/16 Nos. 0d SC/PC 4 Adaptor and 32 Nos. SC/UPC 1.5 Mtr Pigtail.	No	160	10394.42	1663107.20	RITES
9	NS-9	Supply of Unarmoured fibre cable 2 Core unarmoured FRP cable with yarn dia 6 MM with Glass Yarn dia 5 5.8mm+_ 0.2 mm G652D HDPE 2FRP 1mm dia with glass yarn..	Mtr.	24100	7.32	176412.00	Consignee
10	NS-10	Supply of Patch Cords LC-SC 5mtrs	No	825	88.49	73004.25	Consignee
11	NS-11	Supply of SC/APC - SC/APC 7 Patch Cords (1 Mtr).	No	825	59.12	48774.00	Consignee
12	NS-12	Supply installation testing and commission of 12 port wall/rack mount fully loaded LIU with 12 SC 9 adapter 2x 6 adapter plate for Switch location.	No	321	2210.25	709490.25	RITES

SN	Item No.	Description of Item	Unit	Qty	Rate	Amount	Inspection Authority
13	NS-13	Supply of UTP CAT6 2 Pltr Patch Cord RoHS Complaint make Molex/Systemax//Avaya/DLink/Digisol or other reputed make.	No	976	96.79	94467.04	Consignee
14	NS-14	Supply , installation, testing and commisioning of 9 U rack with 2 cable manager, 1 PDU with 5Sockets, 20 screw nuts, I No. Fan 11 with 500 UM depth of Make : HCL/VALRACK/ PRESIDENT or similar	No	114	2301.71	262394.94	Consignee
15	NS-15	Supply of armoured 6 core SM fibre cable suitable for indoor and outdoor; Make Finolex/Molex/ D- link or similar.	Mtrs.	21175	13.00	275275.00	Consignee
16	NS-16	Supply of Pre-lubricated HDPE duct, 63 mm OD, 50 ID. The item also includes supply of all the accessories of HDPE duct like end caps, collars, bends, couplers etc.	Mtrs.	2330	97.38	226895.40	Consignee
17	NS-17	Supply of Wall mount Stand for GPON ONT with all accessories for installation.	No	257	524.37	134763.09	RITES
18	NS-18	Laying of 2 core OFC drop cable	Mtrs.	21950	3.94	86483.00	Consignee
19	NS-19	Fiber Splicing and testing of Spliced Joint.	No	2448	131.33	321495.84	Consignee
20	NS-20	Laying of OFC/ STP/UTP/ power cables in conduit pipe.	Mtr	21000	10.72	225120.00	Consignee
21	NS-21	Supply of 24-Port Non-PoE L2 Managed aggregation Switch with 24×1G SFP Access ports, 4x1/10G SFP+ Uplink ports and Dual AC Power Supply,IO, 24-Port SFP, L2 Managed Switch, 4x1/10G SFP+ Uplinks, Dual AC Power Slot	No	60	75600.00	4536000.00	RITES
22	NS-22	Supply of OFC -Armoured 12F of reputed make	Mtr	28450	15.00	426750.00	Consignee
23	NS-23	Supply installation, Testing and commissioning of Network Management Solution Complete Network monitoring & management system for 300 Network Devices, including the relevant hardware i.e One Server One Display Screen with one Graphic tab, Two Maintenance Console to install the same	Set	1	8826967.85	8826967.85	RITES
					Total of Schedule-B	**40095798.01**	
					Grand Total	**73922672.58**	

Part-IV

SCOPE OF WORK ,TECHNICAL SPECIFICATIONS & INSTALLATION PRACTICES

SCOPE OF WORK:-_"Strengthening of Railnet at Railway Colonies, ORH/Sub-ordinate rest house, Hospital/ Dispensaries, RPF Barrack, etc over Ajmer Division."

The Contractor should not execute the work that may interfere with the functioning of existing System and the integration will be done after the complete installation of the New System.

1. The works shall be carried out according to the drawings approved by the Railway and shall conform to the provisions of the ' Telecom Engineering Manual', 'Signal Engineering Manual', Schedule of "Dimensions" and "Manual of Instructions for Installation of S&T equipment on 25 KV, 50 Hz A.C. electrified sections as modified from time to time unless deviations, RDSO TANs and Policy, if any, are specifically approved by the Engineer. All material shall be supplied as per RDSO latest specification, where ever applicable. In this work, make sure to do the wiring and ground connection according to the instructions of the **HQ letter No.SG/184/1 Vol VII Dated-14.09.2020 by CSE/NWR/HQ**. The contractor shall be solely responsible for the proper execution of the work as per the said deviation and specifications. All other technical instructions given by the Sr. DSTE/AII will be binding in the contract in addition to what are mentioned in the schedule. All the work is to be carried out as per instruction of site in charge.

1.1. Technical requirements.

1.2. Technical specification's-

Schedule –A SOR item No. 21

i.Processor-13th Gen Intel® Core™ i7-13650HX (24 MB cache, 14 cores, up to 4.9 GHz Turbo)
ii. Memory- 16 GB: 1 x 16 GB, DDR5, 4800 MT/s.
iii. Storage-1TB M.2 PCIe NVMe Solid State Drive
iv. Display-15.6", FHD 1920x1080, 120Hz, Non-Touch.

Schedule B NS 4

Tier-3/4 Router must be equipped with WAN ports 04 Nos. of 1000 MB Base T Ethernet Ports, 04 Nos of 1000 MB SFP Slot and 4 nos. of E1 port, Other specifications are as per CRIS letter No.CRIS/HQ/NTWG/26/2023/CN Dated 20.10.2023, Circulated vide NWR/HQ letter No.C-25/PRS/Thinclint/2023 dated 15.12.2023.

Schedule B NS 23 (Network Management Solution Complete Network monitoring & management system)

- The NGFW should be Hardware based, Reliable, purpose-built security appliance with hardened operating system that eliminates the security risks associated with general-purpose operating systems and should have dual internal power supply from day one. The NGFW Firewall Device must feature & functionalities that hardens physical networking appliances by generating, storing, and authenticating cryptographic keys to protect against malicious software and phishing attacks.
- The Monitoring Solution should provide Unified Architectural design offering seamless common functions including but not limited to: Event and Alarm management, Auto-discovery of the Network environment, Correlation, and root cause analysis, Reporting and analytics
- The solution must provide discovery & inventory of heterogeneous physical network devices like Layer-2 & Layer-3 switches, Routers and other IP devices and do mapping of LAN connectivity with granular visibility up to individual ports level.
- The operator should be able to build correlation rules in a simple GUI based environment where the Operator should be able to correlate cross domain events.

- The solution shall provide future scalability of the whole system without major architectural changes.
- The proposed monitoring solution must utilize a built-in proprietary time series database to ensure complete flexibility and control over the collected data, as open-source or third-party databases will not be permitted.
- All the required modules should be from same OEM and should be tightly integrated for single pane of glass view of enterprise monitoring .
- The platform must provide complete cross-domain visibility of IT infrastructure issues .
- The platform must consolidate monitoring events from across layers such as Network, Server, Application, Database etc.
- The solution must support custom dashboards for different role users such as Management, admin, and report users .
- The solution must support custom query-based widget with multiple visualization methods including Chart, Gauge, Grid, Top N list etc. to visualize and represent collected data with ease.
- The solution should provide superior view of infrastructure health across system, networks, application and other IT Infrastructure components into a consolidated, central console.
- The solution must provide agentless and agent-based method for managing the nodes and have the capability of storing events / data locally if communication to the management server is not possible due to some problem.
- The proposed solution must provide agentless as well as agent-based monitoring for server infrastructure. The agents should be to set polling interval as low as 1 second with low overhead on target server infrastructure .
- The proposed solution platform shall provide a single integrated solution for comprehensive monitoring of the wired, wireless access, security access control devices, CCTV cameras or any pingable devices and rich visibility into connectivity and performance assurance issues.
- The Proposed solution shall provide Link Monitoring Facility along with Reports and alerts on Link usage and Availability.
- The proposed solution must provide comprehensive and integrated management of IT infrastructure components to maximize the availability of IT services and SLA performance .
- The design functionality shall facilitate creation of templates used for monitoring key network resources, devices, and attributes. Default templates and best practice designs are provided for quick out-of-the- box implementation automating the work required to use OEM validated designs and best practices.
- The proposed solution must provide Health Monitoring reports of the network with settable periodicity -@24 Hrs., 1 week, 1 month.
- The proposed solution must provide the graphical layout of the network element with modules drawn using different colors to indicate their status.
- The proposed solution should be aligned with ITIL framework principles and certified with ITIL4 by people cert with minimum 9 practices. (a documentary proof of the same should be provided at the time of bidding).
- The OEM should have a support center with Dedicated Support mail id and toll-free number in INDIA. OEM Should provide escalation matrix along with bid submission.
- The solution should be capable of running in Linux platform and should be 64-bit application to fully utilize the server resources on which it is installed.
- Proposed NMS solution must be ISO 27001:2013 / ISO 27034 and ITIL v4 certified to ensure security compliances.
- **OEM Should provide support for 5 Years with all upgrades and updates during the contract Period**.
-
- The Contractor should supply the following relevant hardware along with the Network Management Solution with all necessary licences.

One Server →Intel Xeon 8 core processor or above, at least 32 GB of RAM, at least 2X600GB HDD in RAID, should have latest licenses Windows server.

One Display Screen with one graphic tab → Should have In-Plane Switching (IPS), Anti-Glare LCD with Direct-lit LED, display size at least 75 inches, minimum resolution will be 4K UHD - 3840 x 2160, should be Touch Sensitive as well as Pen Driven, Touch Technology: Infrared (IR), at least OPS Core i5 12th Gen/8GB RAM 256 GB SSD. The graphic tab should have at least 10.3" display Screen, 6 GB RAM or more, at least 64GB storage, latest android version.

Two Maintenance Console→ Core i5 Processor or better, at least 8GB DDR5 RAM, at least 512GB SSD, 15.6" or more FHD Screen, Latest Windows Operating System.

Note-Item listed under SN 17 of Sch. A and NS-03, NS-04 & NS-21 of Sch.-B be approved from the Trusted Telecom Portal before the supply as per Railway Board Circular No. 12/2023 vide letter No. 2023/Tele Dev/Trusted Sources dt. 11.10.2023

2. Interlocking and circuit requirement

All requirements given in IRS S-36-87 or latest as approved by Railway shall be complied.

3. Foundation

3.1 Conforming to the signalling plan and cable plan the positions of foundations for signal posts, apparatus cases, junction boxes, cable termination boxes, diesel generator, shunting /block section limit board, Sighting boards, power panel as required, will be indicated by the Engineer's representative at site before the commencement of the work at the station.

3.2 The excavation of pits for various types of foundations shall be done as per drawings or the instructions given by Engineer's representative and during the excavation, the earth of the pit shall be thrown on plain ground away from track and left out earth if any, shall be thrown outside the Railway premises.

3.3 Before casting of foundation, the Contractor's representative and the Engineer's representative shall jointly check the quality and depth of pits, quality of bricks, concrete etc. and ensure compliance with the drawings and specifications.

3.4 Signal posts and sighting boards shall be vertical and plumb and the gap between the base and the signal post shall be filled with chattering compound or any other approved substance.

4. Apparatus case and signal erection

4.1 The signal unit shall be properly mounted, secured, and focussed.

4.2 Cable for signal units shall be taken inside the signal post. Exposed cable should be protected by suitable means.

4.3 The apparatus cases, junction boxes, and cable termination boxes shall be vertical and plumb.

5. Cable laying and termination

5.1 Cable laying shall be done as per policy / guidelines issued by RDSO vide letter no. STS/E/Cable Laying Practices dated 31st October'2011 or latest.

5.2 Cable openings in Apparatus cases, junction boxes and in relay rooms should be covered by sand and top should be plastered by cement for apparatus cases and junction boxes.

5.3 The cables in sufficient spare lengths shall be kept coiled in a circle of suitable diameter at 1-meter depth before being taken into the relay rooms/apparatus cases and field operation

for termination. Such coils of cables in pits shall be adequately covered by sand and bricks, plaster to provide protection against damage.

5.4 For each station, the cable route plan will be supplied by Contractor Railways for approval of Railway before the commencement of the cable laying work at the stations. However, under the exigencies of local conditions or for any other consideration, the Engineer In charge may alter the cable route plan. The Engineer's representative in charge of the work will mark the route of the cable with chalk or lime, as per cable route plans/ cable plans as per the Engineers instructions to him. He shall lay the cables only along this route. The contractor shall be represented at the time of marking the route of the cable and he shall furnish to the Engineer's representative, required quantities of lime, rope, labour etc. for carrying out this work at the cost of the contractor.

5.5 Cable laying should commence only after the depths and quality of trenches have been checked, quantity of bricks and arrangement for tempted filling etc. are checked jointly by the Engineer's representative and Contractor's representative and approved by the Engineer's representative.

5.6 Trenching for track crossing and laying of cable across the track should be done only in the presence of the Engineer's representative.

5.7 Cable shall not be normally taken over the track at the time of cable laying by the contractor, as this is likely to cause accident to trains and damage to cable. If, at any time, the cable has to be taken across the track, it shall be done only in the presence of the Engineer's representative and after the safety precautions have been taken.

5.8 The handling, laying and pulling of wires and cable shall be in accordance with instructions and under supervision of the contractor. For laying the cables, the drum shall be mounted on axle at one end of the trench and the cable laid out and carried by Contractor's labourers guiding the cable into the trench.

5.9 Cable should be properly terminated in the terminal boards / racks.

5.10 Bends in cables shall have a radius of not less than 20 times the diameter of the cables

5.11 Eyelet terminals shall be used on flexible wires, if necessary.

5.12 Not more than two wires shall be connected to one terminals/ tag.

5.13 Cables terminated inside apparatus cases, junction boxes and in relay room should be fixed by clamp or any other method as indicated by Engineer's representative.

5.14 Terminals shall be mounted so that they cannot be turned in base of frame to be applied. They shall be properly insulated from each other and other metallic parts.

5.15 Terminal shall be installed in an accessible position and neatly arranged on terminal boards in housings.

5.16 The terminal block provided at the locations, and other places shall be provided with suitable links to facilitate isolation of the two sides of the circuits, which are connected to the terminal links.

5.17 With the help of mega ohmmeter, insulation resistance test shall be conducted on all cores of each cable jointly by the representative of the Engineer and the contractor before the cable is connected or wired to the signalling equipment. The insulation resistance shall be measured between a core and all other cores connected together to the sheath and earth. The results of the insulations resistance test shall be tabulated in the proforma and the proforma signed by the representative of the contractor and the Engineer.

5.18 With the help of wheat stone bridge, loop resistance test shall be conducted on all cores of each cable jointly by the representatives of the Engineer and the contractor before the cable is connected or wired to the signalling equipment. The result of the loop resistance test shall be tabulated in the proforma and the proforma signed by the representatives of the Contractor and the Engineer.

5.19 While Digging in the Railway vicinity the Procedure for undertaking digging work in the vicinity of Signaling, Electrical and Telecommunication Cable issued by the Railway Board vide Telecom Circular No.09/2023 must be followed strictly otherwise the penalty will be imposed as per the railway Board letter No. 2021/Tele/5(2)/3Part(1)(3425647) Dated-12.06.23 Annexure attached below:

6. Relay Racks

6.1 Relay racks should be of metal, which can be assembled with plug –in- base plates and factory pre- wired base plates for ready installations. Inter-rack wiring should be arranged through Tag Blocks. Tag blocks shall be used at all places where distribution/lead out to outside functions is involved viz. Cable termination racks, repetitions of panel tag block units in the relay room etc. This is required for effecting alterations to the circuits at a future date with minimum changes to the existing wiring. The rack includes all the necessary rack fittings, supports, insulators in the relay room arrangement for fixing fuses and relay bases, as per approved North Western Railway drawings.

6.2 Relay rack shall be provided with anti-vibration protection.

6.3 Relay rack shall be mounted in the relay room as per the position indicated by the Railway representative.

6.4 MDF Rack will be similar to relay rack and will include all materials required for termination of outdoor/ indoor cables, fixing of terminals, fuses, fuse bases, transformers and other accessories as per instructions of Engineer at site.

6.5 Last row of each rack shall be left free for additional relays to be installed for future expansion.

6.6 20% spare contacts for each function relays shall be made available for further expansion.

6.7 At the bottom of each relay rack testing points one each for +24V, -24V will be provided on a hylem sheet screwed to the relay rack.

7. Relays

7.1 In case of A.C. electrified areas, the relays shall be in conformity with RE manual. In addition to the requirements of IRS S-36, the following requirements shall also be meet.

7.2 D.C. relays used in signal cabin, when controlled from an outside source, shall be wired on double cutting principle coupled with cross protection. Similarly, D.C. relays located in the field shall be wired on double cutting principle coupled with cross protection.

7.3 Relay shall be furnished with contact arrangements as approved by the Railway.

7.4 Time element relays shall be of a design approved by the Railway.

7.5 Relays shall be of a design approved by the Railways. Relay shall be provided with means to ensure that it cannot be plugged into a wrong base.

7.6 Mounting

Relay base plate shall be fixed on the relay racks for vertical mounting. Relay base plate shall be phenolic moulded or of other approved insulated materials and shall have adequate mechanical and dielectric strength and insulation qualities. The fastening of

relay-to-relay base plate shall be so arranged as to securely hold the relay in place and yet be easily removable. Contact pressure between relay and base plate shall be adequate to keep constant uninterrupted contact.

7.7 Sealing and calibration

The enclosure containing the moving parts of the relay shall be sealed with manufacturer's seal or sealing arrangement should be provided. Each coil shall have attached to it, secured by outside binding, a tag which, shall be clearly marked with the following particulars.

a) Manufacturer's reference No.

b) Size of wire and kind of insulation.

c) Resistance of the coil (for DC relays only)

8. Interconnections / wiring

8.1 All wiring in the cabin and location shall be terminated on suitable terminal blocks / tag blocks having minimum insulation resistance of 500 Mega Ohms at 500 V D.C. The terminal blocks/tag blocks shall be covered with plastic cover.

8.2 Installation of control panel, cable termination and relay racks at the respective places shall have to be done. Wiring of relay racks and control panel shall be carried out as per circuit diagram approved by the Railways providing interconnection arrangements between the racks and control panels.

8.3 Interconnection between terminal racks / boards and relay racks shall be carried out by providing ladder arrangements or by any other arrangements as instructed by Engineer's representative.

8.4 Interconnection between control panel and other racks shall be with ladder arrangement. The ladder arrangement of suitable capacity is to be fixed neatly and firmly with proper support.

8.5 The equipments are to be wired in relay room, control panel, power supply arrangement, apparatus case, cable termination box, and battery box and in other locations.

8.6 Cable termination racks should be erected in the relay room, Suitable cable ducts as required, shall be provided to bring all outside cable to the termination rack. Cable ducts should be backfilled with sand and RCC slabs/Tiles shall be provided and covered. All the cables are to be neatly fixed and terminated in order.

8.7 Terminals supporting the fixed part of front and back contacts and relay shall be fastened on their supports so as to preclude adjustments of any kind without first breaking the seal of the relay.

8.8 The colour of the wires for wiring should be as per standard colour scheme used on the Railway which is as follows:-

- Blue 24V D.C +ve
- Grey 24V D.C -ve
- Black 110V Bx & Nx, 24V Nx
- Green 24V steady
- Red 24V flashing

The above colour scheme shall be followed as required.

8.9 Contact numbering for the relays shall be made by the contractor as per the approved circuit diagram issued by the railway and type of relay proposed to be used on the installation.

8.10 No joints are permitted in the connection wires.

8.11 Wiring in relays housing shall be uniform for like apparatus throughout the installation.

8.12 For all external circuits, cross protection with double cutting shall be provided to prevent unsafe operation due to a cross, break or both.

8.13 Wiring inside one rack for shelf type and plug in Contact relays type (Metal to Carbon)

Relay rack wiring housing plug in type relays conforming to BRS-930 and shelf type relays conforming to BS-1659 shall be done with" PVC insulated unsheathed flame retarding type single core flexible wire 1100V grade having l6/0.2mm. annealed copper conductor and nominal cross sectional area of 0.5 Sq. mm of common colour code to the specification IS: 694". For wiring these relays the above wires shall be terminated on eyelet /lugs of standard design.

8.14 Wiring of proved type relays (metal to metal contact):

For wiring the above relays the use of single strand tinned copper wire of 0.6mm and 1.Omm 1100V grade PVC insulated flame proof shall be used. The use of multi-core cable of 100 core, 60 core, 40 core and 20 core having the above conductor diameter and, grade is permitted. Size of conductor shall be chosen based on current to be carried through these conductors. The wire and cable used shall generally conform to IS: 694.

8.15 The wiring between the terminal board of the panel and the unwired tag block on the relay rack is to be carried out using multi-core cables (40 core or 60 core) 0.6mm/l.0mm diameter annealed tinned copper wire to IS:694.

8.16 The wiring on the Q' series relay rack is to be carried out by l6/0.2mm dia single core multi-strand flexible A. T. copper wire to I.S.694.

8.17 Soldering at the tag block terminals shall be made using good quality solder and flux. Care must be taken to prevent dropping of excessive solder from terminal thereby causing failure/unwanted connection or short by fusing of PVC insulation in the row below it. It is advisable to raise the wires by mechanical means and temporarily interposing a wooden or plastic sheet between the adjacent rows while soldering, to collect the excessive solder that may be dropping out.

8.18 After testing, the loose wires on the cable ladder shall be neatly bunched and laced with twine black. The contractor shall adopt suitable colour code for wiring as required by the Engineer in-charge. Spare conductors to an extent of 10% are to be provided on the interconnecting wire runs for future developments, in case multi-core cable is used.

8.19 Various supplies associated with signalling viz., 110V AC, 110V DC, 60V DC, 24V DC 12/24V AC and l2/24V AC flashing are to be brought out to the relay/equipment room as per instructions. Necessary measuring instruments are to be mounted on the Hylam sheet l0 mm thick fitted to the power panel with suitable switches and HRC fuses.

8.20 After the complete testing by the Engineer in-charge and before commissioning the installation, the contractor shall arrange necessary lead seals & sealing wires for sealing the relays.

8.21 The nomenclature of each relay shall be painted both in front and rear side of each relay with contact configuration. The relay index sheet duly painted with details of relay and their position in the relay rack shall be manufactured out of Decolum /Novapan or similar

sheet and fixed in the relay room. All the relays to be plugged shall be checked visually and defect if any, noticed shall be replaced, duly reporting the same to the Railways. Relay rack wiring and contact chart of all relays shall be prepared in linen/polyester sheets, duly signed and handed over to Railways for preparation of handing -over documents to maintenance organisation.

8.22 Suitable arrangements shall be made in the relay rack for fixing condenser and resistance unit, required for slow to release feature. Letter painting shall be made against each unit to identify circuit for which it is used.

9 FUSES, TERMINAL AND TERMINAL LINKS

9.1 FUSES

9.1.1 It shall not be possible to insert a cartridge of a higher rating into a holder of lower rating.

9.1.2 Fuses shall be of non-deteriorating type conforming to RDSO specification.

9.1.3 Fuse clips shall be mounted on an insulating base of fireproof material.

9.1.4 Fuses or circuit breakers shall be installed according to standard practice with prior approval of the Railway.

9.1.5 Cartridge fuse links shall conform to BS Specification no.714 or equivalent.

(ii) **Terminals**

9.2.1 Terminals shall be as per IRS specification S-78/92 and Terminal blocks shall be IRS specification S;75/2006(Rev2). The material shall be PBT/Polycarbonate/FRP. It should be fire retardant. The material should be got inspected by RDSO.

9.2.2 Terminals shall be mounted so that they cannot be turned in base of frame to which applied. They shall be properly insulated from each other and other metallic parts.

9.2.3 Terminals supporting the fixed parts of front and back contacts of relays shall be fastened in their supports, so as to preclude adjustments of any kind without first breaking the seal of the relay.

9.2.4 Terminals shall be installed in an accessible position and neatly arranged on terminal boards in housings.

9.2.5 The terminal blocks provided at the locations and other places shall be provided with suitable links to facilitate isolation of the two sides of the circuits which are connected through the terminal links.

10. INSULATION

Provision of insulation wherever required to follow standard approved Railway practice for the purpose. Material used for insulation shall be such that it will not be injuriously affected by atmospheric conditions.

11. POWER SUPPLY ARRANGEMENTS

1. 230V/50Hz supply will be provided by the railway. IPS supply of 120VDC will be made available. Contractor has to arrange various power supply modules of DC/DC Converters and Isolators to make functional of complete EI system as per guideline issued by RDSO.
2. DG Set will be supplied as per latest specification. Manufacturer's internal test report with specific mention of noise level to be provided with supply of D.G. Set.

3. Although items which are not mentioned in the document but essential for proper functioning of whole PI/RRI/EI/IBS system to be supplied, installed and commissioned by the contractor.

12 SOLDERING

Soldering shall be carried out with the resin cored solder or any standard solder. Before soldering, the approval of the Engineer-in-charge shall be obtained. Care should be taken to ensure that the insulation of the wire is not burned while soldering.

13 ELECTRO-MAGNETIC INTERFERENCE [EMI] SHIELDING

i. Electromagnetic Interference [EMI] shielding shall be done with the bare standard copper conductor of suitable size as per latest guidelines issued by RDSO.

ii. The Earth Bus Bar shall be installed at a height of 0.5 Mtrs from the floor level or as decided by site engineer.

iii. The Earth Bus Bar shall be insulated from the building structure with low voltage insulator spacers of height 60mm. The whole assembly shall be fixed on a hylum sheet of 6mm thickness mounted on wall.

iv. The conductors for EMI shielding shall be fixed on the walls by providing suitable mounting arrangements and insulated spacers of height of 60 mm or as per guidelines issued by OEM/RDSO.

v. All the bare conductors shall be connected to Earth Bus Bar at a common point.

vi. The work includes supply of all materials by the contractor at his cost.

vii. The contractor shall submit the drawing for the above arrangement for approval, before commencement of the work.

14 EARTHING

(i) Earth resistance of the Earth Electrode shall not exceed 10 Ohms for “conventional earth” and 1 ohm for “Maintenance free earth”.

(ii) Earth Electrode shall be tested as per instruction of Earthing and the result shall be recorded in the proforma. The proforma should be signed by the representative of the Contractor and the Engineer.

(iii) Earthing of equipment shall be done as per the instruction on Earthing of signalling and telecom equipment in 25 KV 50 Hz AC electrified section.

15. STATION EQUIPMENT

(i) The control panel shall be erected in the place as shown by the Engineer-in charge of the work on proper foundation bolts and cement concrete. Before erecting the panel, a suitable duct shall be made for bringing the jumper cables into the control panel.

(ii) The control panel of Domino type shall be wired with indoor cable 40C/60C.

(iii) The contractor shall protect the control panel, while doing the wiring. The terminal particulars, power supply points, tag block particulars shall be neatly painted on the inner side of the panel. Before commencing wiring all knobs, buttons & indicators shall be tested for proper contact and defective ones shall be replaced in the initial stage itself.

(iv) The cable termination and internal wiring terminal particulars of control panel shall be made out signed by the contractor and handed over to Railways. The control panel shall be earthed properly.

(v) Any modification to the panel wiring shall be done by the contractor at site, as required by the Railways free of cost before final commissioning.

(vi) The inter-connections arrangements includes laying of multi-core hook up wire cables, inter connection between Generator room, battery room, power rack and cable termination rack by using sufficiently thick wires not less than 7/l.4mm PVC copper or 10 sq. mm. multi-strand copper conductor to avoid the voltage drop.

(vii) The ladder arrangements provided shall be of suitable size and manufactured by the contractor, fixed neatly and firmly with proper supports. Cable details, functions allotted to each core and terminal numbers shall be prepared and handed over to the Railways.

16. TESTING AND COMMISSIONING

Testing and commissioning consist of final testing of selection circuits, for proper functioning of track circuits and points, gears as per SEM, energising and testing of power cables, stabilisers, secondary cells for all circuits, energising and testing of colour light signals and final commissioning of the entire signalling arrangements for traffic use. All the alterations for improving safety shall be carried out before commissioning as required by the Railways. The contractor shall first test the equipment and then jointly with Railways, testing charges being borne by the contractor. The contractor shall provide test panel for testing at his own cost. The different stages and procedures for testing of indoor and outdoor equipment are given below as guidance –

STAGE. I - TESTING OF THE RELAY INTERLOCKING
STAGE. II- TESTING OF THE OUTDOOR GEARS, i.e. POINTS, SIGNALS, TRACK CIRCUITS, LC GATES, ETC.
STAGE. III- COMMISSIONING OF PANEL BY CONNECTING THE OUTDOOR GEARS TO THE PANEL.

16.1 TESTING OF RELAY INTERLOCKING

Testing of Relay Interlocking consists of Energisation of relays by connecting the simulation panel, & Clearing of signals on the simulation panel and carrying out the following tests (As per table of control) –

- Negative tests
- Dead/Approach locking tests & Route/Back locking tests
- Testing of conflicting signals & routes.
- All other circuits viz., SM's key, CHLR in the respective signalling circuits & LXPR, KLCPR are proved correctly.

Above activities are explained below in detail –

16.2 Energisation of relays:

For major yards, it is preferable to energise relays, circuit wise and sheet wise since it involves number of routes and parallel movements. For way station, it is preferable to energise the circuit, route wise. Before taking up the above energisation, the following works shall be completed –

- Wire to wire bell-test of all sheets before soldering and after soldering.
- Plugging of all relays as per contact configuration.
- Power supply arrangement with batteries.

1. Connecting The Simulation Panel:

- It shall be possible to control all TPRs, NWKRs/RWKRs, CHLRs, KLCRs, LXCPRs etc., from the simulation panel by energising all the relays.
- It is desirable to have the simulation panel adjacent to control panel/VDU so that the panel indication can be observed simultaneously while testing.

(i) Connecting simulation panel : Simulation panel consists of two Boards –

Board No.1: It depicts the yard (painted) with points, track circuits, LC gates and slots. Switches are fixed on the board to simulate the conditions of the points, track circuits, interlocked LC gates, slots etc.

Track circuit switches are fixed on the track. Point control switches are fixed nearer to the points, for small yards. For major yards the switches are grouped as point switches and track circuit switches. Functions requiring ON and OFF switch (with make and break facility i.e. two wires only.) with facility to pick up a relay in one position and drop the same in other position.

Example:

- Switch OFF - Track Down - TPR dropped.
- Switch ON - Track pick up - TPR picked up.

For controlling the following functions the above type switches shall be used –Track circuits, Siding points, Crank handles, Slots, LC gates

Points require ON and OFF switches with facility to pickup conflicting relays (i.e., NWKR and RWKR) in two positions. (These switches require three wires.)

Board No.2: To simulate the signals the following bulbs are used as dummy loads for the ECRs to pick up and also to observe the aspect of the signals during testing.

- ON aspect - 110v 40W
- OFF aspect - 110v 25W
- Route aspect - 110v 75W (Junction type Route indicator)

(ii) Wiring simulation panel to the relay room side wiring at MDF:

- Disconnect all the links on cable termination rack. Wires from the switches are connected to the relay room side termination. Similarly the wires from simulation panel board. no. 2 consisting of lamps is connected to the relay room side termination.
- 0.6 mm multi-core cable is used for wiring the simulation boards. To reduce the voltage drop, more conductors are used for supply taken to the test panel and also to the negative since common return is used.

17 TESTING OF OUTDOOR GEARS

Testing of outdoor gears consists of –

- Signals
- Motor operated points
- Track circuits
- LC gates (Interlocked)
- Sidings.

18 COMMISSIONING OF PANEL/VDU

Commissioning of panel/VDU consists of –

- Testing all signals from panel/VDU and correspondence of their aspects. Checking the correspondence between the points and panel for their panel indications.
- Checking the correspondence between the track circuits and their panel indications.
- Testing of sidings, its electrical transmission of EKT, panel indications.
- Testing of LC gates, its electrical transmission of EKT, panel indications.

19 TESTING AND COMMISSIONING OF OUTDOOR EQUIPMENT

(i) Cable meggering and pairing up of conductors shall be done.

(ii) All the power cables shall be made through and power supply shall be extended to all locations.

(iii) After the power cables are energized, check-up each limb of the power cable whether any earth fault exists using multi-meter. This will indicate whether any cable conductor is faulty (i.e. earthed).

(iv) Signals shall be initially tested from the location box to attend to minor troubles of bulb holders, wiring etc.,

(v) All the aspects shall be checked by giving ll0V AC feed from location box and then the test shall be repeated by giving feed from Relay room CT rack. This test shall be done for each aspect, route and pilot lamp of shunt signals.

(vi) Care shall be taken to ensure that no train is approaching during this test to avoid misleading information to drivers.

(vii) Ensure that signal number plate is provided and unit back door is fastened and locked properly. Door locking is very important to prevent sunrays falling on to lenses to give phantom indications.

(viii) Focus the signal aspects, record the aspect voltages and ensure that it is within the permissible limit. (90% of rated voltage of the bulb)

(ix) Points shall be tested first locally from the location box when the point contactor unit is kept in location. Before commencing this test, ensure ll0V DC, 24 VDC are available in location box. If it is cross over point, it is preferable to test one by one and then test both at a time.

(x) Testing of SIEMENS Point contactor unit:

Connect N 24V to W4, connect B 24V to WI, then remove so that N/R picks up and holds, then touch B24V to W3 to operate points from normal to reverse. All the relays in point contactor unit operate as required and point operated from N to R. Check up whether NWKR supply to relay room is available. For Reverse to Normal operation, keeping N24V in W4, touch B24V on W1 and then on W2; Point operates from Reverse to Normal. Check up that RWKR supply to relay room is available.

(xi) Testing of Point Contactor unit with QBCA1 Relays:

- Connect B 24V to W3 and N 24V to W4. WCR picks up. Connect B 24V to W2 and N 24V to W1 to pick up RWCR to operate the point from normal to reverse. After the point operation is completed, drop RWCR, WCR by disconnecting the supply.
- Check up whether outgoing RWKR supply is available in location box.
- For reverse to normal operation, change the polarity on W1 & W2 and check.
- Care shall be taken to check whether correct wiring is done with regard to polarity
- Check up whether the cross protection wiring is done on the electrical detector.

- Check up whether snubbing is effective in case of GRS 5E point machine.

(xii) Following tests shall be carried out on Point Machines:

- Obstruction test.
- Detection contact break test
- Out of correspondence test (in case of cross over point)
- Track locking test (to be done when operated from panel/VDU).
- This test is to be done for both N to R and R to N operations.
- Whether point can be hand cranked with interlocked crank handle.
- Check the correspondence between point position at site, both the ends in case of crossover and NWKR/RWKR in relay room (to be done when tested from panel/VDU)

(xiii) Following tests shall be carried out on Track Circuits:

- All the track circuits shall be energized and outgoing TPR voltages checked.
- Check whether cross protection wiring is done for TPR circuit.
- Shunt the track circuit at various places on the track and check whether the track relay drops every time it is shunted. (Especially near fouling marks).
- Check the correspondence between TR and TPR in relay room.
- Track circuit shall be adjusted properly and readings recorded. TSR value shall be recorded.
- Check whether the track circuit is protecting the fouling point.
- Ensure that at least one polarity rail is in series connection.
- Checkup input AC voltage to the track feed charger is sufficient and battery is getting charged.

(xiv) Check up the interlocking of L.C. Gates, siding points.

(xv) Check up for the proper functioning of electrical transmission of key transmitters.

(xvi) Check up the panel indications.

(xvii) Connect magneto telephone communication between SM and LC gate/siding.

(xviii) Ensure that respective signals cannot be taken off if LC/siding controls are not available with SM (i.e. on panel)

(xix) Ensure that when the signals are taken off, respective LC gate/siding key cannot be extracted from the EKT

20 COMMISSIONING OF PANEL/EI

a) Check up all signals aspects by directly feeding from cable termination rack (ll0 V-AC).
b) Checkup operation of points from CT rack and check whether NWRR/RWKR incoming feed is available (by connecting 24V DC to WI, W2, W3 & W4 as explained earlier).
c) Check up the incoming feed of TPRs in the C.T.Rack. The above checking will confirm the pairing of cable conductors.
d) Remove the wiring connection of simulation board on cable termination rack and make through the links of all TPRs, WKRs and signal circuits.
e) First test the points from panel/VDU individually and conduct all tests discussed earlier including track locking test, correspondence between point position and NWKR/RWKR in relay roam.
f) Check whether all TPRs have picked up and check up the panel indication by individually dropping each track circuit to correspond correctly.
g) Check whether all other required relays viz., CHLR, LXPR, KLCR have picked up.

h) Test all the signals from panel/VDU.

i) Check the correspondence between relay room and signal aspects which, is most important:

j) For checking the aspects of home signals, distant signals, staff (not below the rank of ESM) shall be deputed to site with walkie-talkie or Magneto telephone and check the correspondence.

k) Remove Disconnect the signal LED at site of every aspect and check whether indication disappears on the panel and ECR drops in the relay room.

l) EI, Data logger, FEP, IPS, HASSDAC, MSDAC,AFDAS & ELD etc will be installed, wired, tested and commissioned by OEM's engineer as per guidelines issued by RDSO. The Pre-commissioning checklist issued by RDSO for EI, Data logger, FEP, IPS, HASSDAC, MSDAC,AFDAS & ELD etc will be prepared by OEM's engineer and signed jointly with Rly's Site Engineer. Before commissioning of EI, Data logger, FEP, IPS, HASSDAC, MSDAC & ELD etc. OEM will submit Site Installation Certificate as shown in Appendix-AC of Tender Document to Railway by mentioning that equipment (EI, Data logger, FEP, IPS, HASSDAC, MSDAC & ELD) has been installed, wired, tested and commissioned by approved vendor of RDSO (i.e. by OEM).

m) Open all the registers and make entries of counter numbers before handing over to operating staff.

n) The following Registers shall be handed over to operating staff.

- Relay room key register
- VDU Counter Register
- Route cancellation register
- Crank handle register
- Axle counter reset register

o) The following registers shall be opened for signal maintenance staff

- Track circuit history register
- Track circuit maintenance register
- Signal lamp replacement register
- Battery maintenance register
- Block / Glued joint maintenance register
- Axle Counter maintenance register.

p) Sealing of equipment where required shall be done.

q) Entries shall be made in the signal history register regarding new S&T assets commissioned.

21 MISCELLANEOUS:WOOD WORK:

(xx) Wherever woodwork is involved, the wooden planks are to be supplied by the contractor and he shall ensure the wood of good quality, which shall be varnished/ painted as specified. All teak wood boards shall be varnished and hard wood shelves should be black painted.

(xxi) Wooden cross of approved type should be provided for the newly erected colour light signals, till they are commissioned.

(xxii) Wooden Board and shelves are to be properly polished before fixing the terminals and equipments on it, as advised by the Engineer.

(xxiii) All the equipments, relays and terminals are to be marked by lettering on it as advised by the Engineer.

22.0 DESIGN & DRAWING

(A) INDOOR & OUTDOOR DRAWINGS: Will be supplied as per details given in Annexure of SOR

(B) Supply of Registers:

1. Technical literature for all the equipments for EI system:-3 copies
2. Equipment History card:-2 copies
3. Relay register:-2 copies

(C) All the plans should be compliable with requirement of RE/non RE area and as per site requirement.

i) The designing of Circuit Diagrams shall be done as per extant Railway practice, SEM, General and Subsidiary rules, the guide lines provided by RDSO and as per the latest rules prescribed by the Railway.

ii) Alteration column should be shown on every sheet and sufficient space should be left for further alteration on each sheet.

iii) All drawings shall be prepared with suitable CAD system. All original drawings shall be supplied in tracing paper of 90/100 GSM of GATEWAY qualities. All drawings shall be prepared on A3 size unless otherwise stated specifically. Each drawing sheet shall have Border Line, Margin, Name Plate / Approval Column, Alteration Column and drawing space as per latest approved practice of North Western Railway.

iv) At least 20% of available drawing space shall be kept blank at the bottom of each original sheet, above Name Plate / Approval Column, to accommodate future expansion.

v) In addition to the above specifications the contractor shall follow any other standards as followed by the S&T Dept. of North Western Railway during preparation of drawings.

vi) All original drawings and prints shall have relay contact no. / terminal no. / fuse no. already incorporated.

vii) During preparation of the drawings the following shall be kept in view:

a. Optimization in using of relays.

b. Economization in using relay contacts.

c. Optimization in using of cables.

vii) All Original drawings shall be printed through Ink Jet/Laser Plotter.

viii) No hand correction shall be allowed on the original tracing. If any correction is required on a sheet the original tracing of that particular sheet shall be replaced with a new one and the same shall be submitted for fresh approval of Railway.

ix) Railway reserves the right to add/delete/modify the requirement of Drawings at any point of time.

x) Checking of check prints shall be done only one time by Railway.

xi) Copy/Prints of drawings whenever submitted shall be accepted by Railway in the form of Computer prints only.

xii) After the initial checking is over subsequent drawings shall be submitted in original tracing only.

xiii) In case of repeated mistakes the drawings shall be rejected and fresh drawing shall be submitted by the contractor for which no extra payment shall be made by Railway.

xiv) In case of any modification in Engineering plan or Interlocking Plan the subsequent modifications in all drawings shall be carried out by the contractor at his own cost.

xv) All transaction shall be made through Sr. DSTE/ Dy. CSTE.

xvi) The contractor shall be responsible for collection of all field data from the site of work for preparation of 'As made' drawings.

xvii) Original Tracings of approved 'As Planned' drawings shall be submitted by the contractor to the Railways if so advised.

xviii) Inspection & Approval: By Design and Drawing office of PCSTE/CSTE/Sr. DSTE.

xix) For all Technical discussions with Railways regarding the work, the authorized qualified Design Engineer(s), who is well versed in Railway Signalling system shall attend concerned Railway Offices and represent the tenderer.

23.0 **SPECIAL SITE CONDITION:-**

23.1 *The work* shall be carried out under train running conditions in the busy main line & working yards taking care that the existing working *cables* and other safety gears are not damaged during the trenching and laying of new cables. Further, new work is carried out keeping the existing gears intact commissioning of work and ensuring safety of manpower and running of train safely. Submission/acceptance of disconnection memo and non-interlocking of the yard without effecting the punctuality and overall safety of the traveling public are also to be taken into account. Extra safety precautions shall, therefore, have to be taken during execution of this work.

23.2 All Indoor & Outdoor circuits shall be designed and work shall be executed to suit RE area. All the material to be supplied by the contractor should also conform to suit the RE area. Wherever any RDSO spec./drg. are mentioned it automatically includes "with latest amendment/revision" whether specifically mentioned or not in the schedule of works.

24. **GENERAL SPECIFICATION FOR WORK.**

1. Railway representative before its actual use shall inspect materials supplied by contractor.
2. The quality of work shall be carried out in accordance with the standard practice.
3. Complete work including all items supplied and executed by contractor shall be under warrantee period of one year from the certified date of completion of the work.
4. Contractor shall arrange all testing facilities. All material supplied shall be in accordance with the specifications mentioned in the schedule of works.
5. The contractor should submit details of credentials along with tender.
6. All freight charges for the supply of items to the store of **Consignee** or transportation to the site of implementation shall be borne by the contractor.
7. Regarding the execution of work, the Engineer's representative authorized for the purpose by the Sr. DSTE/ Dy.CSTE. will inspect and test the various portion of work at all stage and shall have full power to reject all or any work/ material that they may considered to be defective design that may endanger safety. The contractor shall carry out such tests at his cost as are necessary in the opinion of the Railway.

8. The Engineer shall only issue the completion certificate in accordance with Para 48 of General condition of the contract after installation is satisfactorily commissioned and jointly checked with the Railway.

Note:- In whole Tender Document, where ever designations are mentioned they would be taken as there corresponding designation of S&T Department.

OTHER SPECIAL CONDITIONS

Details of the work to be carried out by the contractor are given in Bills of Quantities. The contractor during execution of the work shall take all the precautionary measure. He will be Liable to pay any loss incurred/caused to Railway/other department of his negligent working. The entire works are to be carried out in strict compliance to the tender conditions and specifications and under supervision of Railway Representative.

1. Quoted rates will be inclusive of all type of taxes, duties and carrying cost involved in and concerned with the work.
2. Care should be taken to avoid any damage during the work. Any damage to railway property shall be made good by the contractor at his own cost.
3. The contractor during execution of the work shall take all the precautionary measure.
4. He will be Liable to pay any loss incurred/caused to Railway/other department of his negligent working.
5. The entire works are to be carried out in strict compliance to the tender conditions and Specifications

a) He will be Liable to pay any loss incurred/caused to Railway/other department of his negligent working.

b) The entire works are to be carried out in strict compliance to the tender conditions and specifications.

6 The rates quoted by the firm shall be inclusive of duties, taxes, service taxes and freight etc. No additional payment shall be made except the accepted rate of items of Bills of Quantities.

7. Quantity as specified in schedule may increase or decrease by 25%.

8. **Stamp- Duty (Rajasthan-Govt.) under Article 58 for documents of work contract**:- At the time of agreement, the Non-judicial stamp paper (Issued by Govt. of Rajasthan) of value 0.15% (if value of contract is more than 50 Lakh) of overall value of contract or any other instructions received from Inspector General Stamp & Registration, Rajasthan time to time should be submitted by successful contractor. (Letter No- F6(16) Insp./Lok-Karalya/2542-2554 dated 12.09.2017 of Inspector General Stamp & Registration , Rajasthan.) (**If applicable**)

9. In view of the above, it has now been decided by the Board (MI & MF) that all new works contracts awarded from Zonal Headquarters after 08.08.2023 may be handled online only, on IR-WCMS.

Mode & Terms of Payment:

All payments will normally be made only for finished works on the basis of mode and terms of payments agreed upon and provided in the contract.

(a) The Payment to contractor will be made as per Railway Rules and regulations through running bills after making entries in MB, and on submission of satisfactory maintenance certificate from the in charge SSE/Tele/ for his respective section duly signed by SSE/Tele. & contractor.
Hundred percent test check should be done by Consignee and Officer incharge of Work, will exercise twenty percent test check on load, being carried out in their section respectively. It will be the responsibility of the contractor to get the certificate from concerned SSE/Tele and submit the same to this office for preparing bill**. Consignee will record all measurement of work.**

Shramik -kalyan portal by Contractor.

1- Clause 54 & 55 of Indian Railways General Conditions of Contract deals with Wages to labour and action in case of default of contractor to payment of wages.

2- In order to increase transparency in payment of Contract Labour wages and other payments, a web based e-application has been developed and hosted on website www.shramikkalyan.indianrailways.gov.in.

3:- All contractors are required to upload details of their LoAs, engaged workmen, wage payment details, PF/ESI details, bonus details etc., on monthly basis. The details so uploaded shall be available in public domain.

4-In order to ensure prompt and proper uploading of details related to LoAs, engaged workmen, wage & other payment details, Railways/ PUs etc. shall introduce a special condition in their tender documents of the tenders to be called henceforth. The special condition is as under:

A)-. Contractor is to abide by the provisions of Payment of Wages act & Minimum Wages act in terms of clause 54 and 55 of Indian Railways General Condition 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 of Portal shall be done as under:

(a)Contractor shall apply for onetime registration of his company/firm ete. in the Shramikkalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration on 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 LoAs issued in his favour.

(c)The contractor once registered on the portal, shall provide details of his Letter of Acceptances (LoA) / Contract Agreements on shramikkalyan portal within 15 days of issue of anv 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 shramikkalvan 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.

B.)- - 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 Shramik kalvan portal at 'www.shramikkalvan.indianrail ways.gov.in' till--------- Month---------- Year."(Railway Board Letter No-2018/CE-I/CT/4 Dated 17.10.2018)

Appendix-AC

OEM's Site Installation Certificate

(For CCTV,EI, Data logger, FEP, IPS, HASSDAC & ELD)

To,

PCSTE/NWR/JP

This is to certify that verification of system installation (details given below) has been completed by undersigned (OEM representative) and all necessary arrangement like earthing, surge protection, power supply, power & communication cable and equipment wiring meet the requirement standards of engineering for trouble free working of installed system.

1. System being commissioned.
2. Station / section
3. Division
4. Date of commissioning

Name of the RDSO approved Original Equipment Manufacturer

Name of OEM representative with designation

Signature of OEM representative with date

Appendix-AD

Materials to be supplied by the contractor, the cost of which is to be included in the labour charges of concerned item of Schedule.

These shall include the following materials in addition to any other material, which may be considered necessary for complete and satisfactory execution of the work, according to specification:

1. Bolts, nuts, rivets, spring washers, square/round washers of all type and sizes.
2. Foundation bolts of all sizes.
3. Split pins of all sizes.
4. Lubricants such as grease, spindle oil, axle oil, graphite etc.
5. Kerosene oil.
6. Spirit, varnish, polishing material etc.
7. Cotton waste.
8. Sulphuric acid.
9. Distilled water.
10. Steam coal.
11. Emery paper and sand paper.
12. Dressing thread and other dressing material.
13. Screws, MS wood, nails of all sizes etc.
14. Hasps / staples, locking bolts and handles.
15. Hinges of all types.
16. Solder, resin for soldering.
17. Various sizes of MS angles, flats, plates and bars etc.
18. Any other minor items for satisfactory completion of the work.
19. Ordinary port land cement (required for any item of the Schedule), as per IS code 296 shall be supplied in bags. Shall not be supplied of older than 3 months. It shall have ISI mark on the bag along with date of manufacture.
20. Sand, stone & other aggregates.
21. All materials and equipment mentioned in contract schedule.
22. Vendor specific relays required for EI to make it functional which are not supplied by Railway.
23. All other hidden material/accessory that is not appearing in the schedule but required for installation shall also be supplied by the contractor.
24. All type of measuring instrument /testing Eqpt required for testing the installation will be arranged by the contractor.

****

Appendix-AE

Materials to be supplied by Railways:

1. LED for main and subsidiary signals.
2. Signalling cables.
3. Integrated Power Supply (IPS).
4. Any other items which is listed in Schedule where Railway may decide to supply.

All the materials supplied by Railways will be loaded/unloaded and transported from the place of issue and to the site by the contractor at his own cost. Security & upkeep of issued Railway materials will be the liability of the tenderer.

Note: Materials supplied by the Railway for execution of the work, shall be made available to the contractor at any store in North Western Railway. These materials are to be transported to the site of work by the contractor and balance materials after completion of the work, if any, shall also be transported back to the designated store in North Western Railway by the contractor at his own expenses.

****

Appendix-AF

FORMAT FOR QUANTITY BREAKUP FOR EI SYSTEM TO BE FURNISHED BY TENDERER

S.N.	Description of Item	Unit	Name of Stn	Name of Stn	Name of Stn	Name of Stn	Total Qty.	Base Rate	Total Amount

(Tenderer shall furnish detail quantity breakup for the EI system offered against SOR- of Schedule)

Note:-

1. Tenderer shall furnish detail quantity breakup for the EI system offered against SOR of Schedule according to the format given in Appendix-AF above.
2. Yard Plans attached in Appendix-AF are tentative and Railway may modify/change any drawing at any stage, tenderer shall be bounded to work with altered plan without any extra claim.
3. Approved SIP of stations and referred SOR drawings can be collected from the office of Dy.CSTE/Sr. DSTE.
4. The approximate cost /quantities shown against the SOR/NS /schedule of items, rates and quantities are for rough guidance only. These are subject to variation depending upon the needs of the Railway and Railways reserve the right to increase /decrease the cost/quantities as per site conditions.
5. All items are for complete job including labour and material and all lead, lifts, ascents, descents, crossing of Railway lines, obstructions, leading, loading, unloading handling, re-handling, all taxes, Octroi, royalty etc.
6. The tenderer/s are required to submit all the required documents including the credentials along with the original offer. Tenderer/s may please note that no separate correspondence will be made in this regard.

I/we clearly understand that I/we am/are not entitled to any other payment what so ever except at the tendered rate quoted against each item for fully completed works as per conditions of contract

Signature of tenderer/s_____

Address_____

Appendix-AG

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, North Western Railway or for him all Railway materials which have been handed over to us against the contract for Tender no. ---------- dt. ---------- 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. The said materials shall at all time be opened to Inspection by any Officer authorized by the General Manager, North Western Railway or his nominee.

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 therefore would be made by the President of India acting through the General Manager, North 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:

Part-V

SAFETY PRECAUTIONS

1. MEASURES TO BE ENSURED PRIOR TO START OF WORK

1.1 The contractor shall not start any work without the presence of railway supervisors at site.

1.2 The methodology in detail for execution of the work at site shall be approved by engineering in charge of the organization executing the work and copies of the same shall be available with contractor's supervisor, railway supervisor, concerned officer of the section in whose jurisdiction the work falls.

1.3 Before permitting the execution of certain works like earthwork in formation, bridge work, supply of ballast, transportation of rails, sleepers and other material, track linking, platform/any other civil work close to the running track etc. for new/existing rail lines, gauge conversion, doubling, traffic facility work, ROB/RUB, open lines engineer-in-charge (ADEN/DEN/Sr. DEN/concerned officer) of the section shall ensure that he received the prior intimation/confirmation of the following aspects from Assistant Engineer/Assistant Officer In charge of the work of the executing agency i.e. Construction, S&T, Electrical, Mechanical, Rail Tel, RVNL etc.

Name and address of the contract assigned to execute the work.

i) Name of the Contractor's supervisor

ii) Name of the supervisor/assistant engineer/assistant officer of the construction organization/other organizations who are going to be site in charge/in charge of work site.

iii) List of the number(s) of individual vehicle(s)/ machineries, names and license particulars of the driver(s) proposed to be used by contractor.

iv) Information regarding location, duration and timings during which the vehicles/machinery are planned to be plied/worked.

v) The supervisors and operators of the contractor proposed to be deployed at work site which is close to the running track, shall be imparted training by the Railway trainer at contractor own cost about the safety measures to be adopted while working in the vicinity of running track. Further competency certificate to the individual supervisors/operator shall be issued as in **Annexure-XXXII** by a railway officer not below the rank of Assistant level officer who is in charge of site. No supervisor/operator of the contractor shall work or allowed to work in the vicinity of running track who is not possession of valid competent certificate.

vi) Survey of site by supervisor of contractor and Railways to assess the precautions to be taken at site for working of trains and materials required for protection.

vii) Written advice to sectional Supervisor and concerned officer about the detailed planning of work including protection of track and safety measures proposed to be adopted.

viii) A copy of the approved methodology (to be approved by engineer in charge) proposed to be adapted by the contractor with a view to ensure safety of trains passengers and workers.

ix) Assurance that the methods and arrangements are actually available at site before start of the work and the contractors supervisors and the workers have clearly understood the safety aspects and requirement to be adapted/followed while executing the work.

x) An assurance register has been kept at site duly signed by both Railway supervisor as well as by the contractor supervisor as a token of their having understood the safety precautions to be observed at site.

1.4 No work shall which is to be done near running track shall commence unless permitted by Railway.

1.5 Supplementary site specific instructions, wherever considered necessary shall be issued by the Engineer in Charge

1.6 Check list given in Annexure-V of Compendium of instructions on Safety at Work Sites 31.03.2014 shall be used to ensure that all the requisite measures have been taken before start of work.

2.0 PLYING OF ROAD VEHICLES AND WORKING OF MACHINERIES CLOSE TO RUNNING TRACKS

(i) Normally, the road vehicles shall be run or machinery shall be worked so as not to come closer than 6.0m from center line of nearest running track.

(ii) The land strip adjacent to running tracks, where road vehicle is to ply or machinery is to work, shall be demarcated by lime in advance in consultation with the Railway's Supervisor. Wooden pegs at interval not exceeding 75mts shall be provided along the line marking as permanent marks. The road vehicles shall ply or machinery shall work so as not to infringe the line of demarcation. Demarcation of the land shall be done as per Annexure II-A. Compendium of instructions on Safety at Work Sites 31.03.2014.

(iii) If a road vehicle or machinery is to work closer to 6.0m due to site conditions or requirement of work, following precautions shall be observed.

a. In no case the road vehicle shall run or machinery shall work at distance less than 3.5m from center line of track.
b. Demarcation of land shall be done by bright colored ribbon/nylon cord suspended on 120 cm high wooden/bamboo posts at distance of 3.5 m from center line of nearest running track. Sensors with horns shall be provided as per Annexure II-B of Compendium of instructions on Safety at Work Sites 31.03.2014.
c. Presence of an authorized Railway's representative shall be ensured before plying of vehicle or working of machinery.
d. Railway's Supervisor shall issue suitable caution order to Drivers of approaching train about road vehicles plying or machineries working close to running tracks. The train drivers shall be advised to whistle freely to warn about the approaching train. Whistle boards shall be provided wherever considered necessary.

e. Lookout men shall be posted along the track at a distance of 800m from such locations who will carry red flag and whistles to warn the road vehicle/machinery users about the approaching trains. Lookout man shall be deputed as per Annexure-III-A of Compendium of instructions on Safety at Work Sites 31.03.2014.
f. On curves where visibility is poor, additional lookout men shall be posted.

(iv) **If vehicle/machinery is to be worked closer to 3.5m from running track.**

Under unavoidable conditions, if road vehicles is to ply or machinery is to work closer to 3.5m due to site conditions or requirement of work, following precautions shall be observed:

a. Plying of vehicles or working of machinery closer to 3.5m of running track shall be done only under protection of track. Traffic block shall be imposed wherever considered necessary. The site shall be protected as per provisions of Para No. 806 & 807 of P-Way Manual as case may be.

b. Presence of a Railway's Supervisor shall be ensured at worksite.
c. Railway's Supervisor shall issue suitable caution order to Drivers of approaching train about road vehicles plying or machineries working close to running tracks. The train drivers shall be advised to whistle freely to warn about the approaching train.

(v) **Precaution to be taken while reversing road vehicle alongside the track.**
The location where vehicle will take a turn shall be demarcated duly approved by Railway's representative. The road vehicle driver shall always face the Railway track during the course of turning/reversing his vehicle. Presence of an authorized Railway representative shall be ensured at such location.

(vi) Road vehicle shall not be allowed to run along the track during night hours generally. In unavoidable situations, however, vehicles shall be allowed to work during night hours only in the presence of an authorized Railway's representative and where adequate lighting arrangements are made and where adequate precautions as mentioned earlier have been ensured.
(vii) Road vehicles/machinery/plant etc. when stabled near running tracks shall be properly secured against any possible roll off and always be manned even during off hours.

3.0 EXECUTION OF WORKS CLOSE TO OR ON RUNNING LINES

Any work close to or on running tracks shall be executed under the presence of a Railway's Supervisor only.

(i) **Precaution to be taken to ensure safety of trains while execution of work close to the running line or on running lines.**
a) Contractor has deputed trained supervisors in required number at worksites duly certified by concerned officer of the works.
b) Drivers of vehicle/operators of the machines have been briefed about the safety and precautions to be taken while moving / working close to traffic.
c) Contractor shall ply road vehicles/working of machinery only between sunset and sunrise. In case of emergency where it is necessary to work during night hours sufficient lighting shall be ensured in the complete work area for the safety of public and passengers. Also additional staff shall be posted as necessary for night working and taking safety precautions.
d) The contractor shall not change the approved vehicle/machinery and driver/operator for working at site. Contractor shall not induct any new vehicle/machinery and driver/operator without prior written approval of Assistant Engineer/Assistant officer and the list of such changes with numbers of individual vehicle, name and license particulars of the driver shall be given to concerned officer of the section.
e) Contractor shall ensure that road vehicle/machinery ply/work in a way so that these do not infringe the line of demonstration.

f) Lookout men with required safety equipment shall be posted where necessary.
g) In unusual circumstances, where operator apprehends danger to track while working truck/machinery near running track, following action shall be taken.
   a) The contractor/supervisor/vehicle operator immediately advice the situation to railway official/officials of the organization executing the work and assist him/them in protecting the track.
   b) Protection shall be done as done for other emergencies
h) Individual vehicle/machinery shall not be left unattended at site of work. If it is unavoidable and becomes necessary to stable the road vehicle/machinery at site near the running track, these shall be properly secured against any possible roll off and always be manned even during non-working hours. In addition the road vehicle / machinery should be stabled parallel to track only so that incase of failure of any securing arrangement, it may not roll towards the track.
i) All temporary arrangements required to be made during execution of work shall be made in such a manner that moving dimensions do not infringe. Necessary checks shall be exercised by site in charge from time to time.
j) While inspecting the worksite check list given in Annexure VI of Compendium of instructions on Safety at Work Sites 31.03.2014 shall be used to ensure that all the requisite measures have been taken during the execution of work.
k) During the hours of night, lamps of temporary indicators which are not of reflective type should be lit at sun-set and kept burning till sun rise, where trains run at night.

(ii) **Precaution to be taken to ensure safety of electrical/signal/ telephone cables while excavating near tracks.**

a. Particular care shall be taken to mark the locations of buried electrical/signal/telephone cables on the plans jointly with S & T/Electric supervisor and also at site so that these are not damaged during excavation.
b. Copy of the cable plan should be given to the contractor's authorized representative before handing over the site to start the work.
c. Due care shall be taken to ensure that any part of the equipment or machinery or temporary arrangement does not come close to cables while working.
d. Joint procedure order No. 17/2013 as mentioned in the Annexure-VII of compendium of instructions on safety at work site dated 31.03.2014 issued by PCE Office shall be followed for undertaking digging work in the vicinity of underground signaling, electrical and telecommunication cables.

(iii) **Precaution to be taken during execution of works requiring traffic blocks.**

a. Any work, which infringes the moving dimensions or causes discontinuity in the track any activity making the existing track unsafe for passage of trains etc. Shall be started only after the traffic block has been imposed, railway servant in charge of the work is present at the worksite, engineering signals are exhibited at specified distance and flagmen are posted with necessary equipment to man them etc.
b. Before closing the work, the track shall be left with the proper track geometry so that the trains run safely and flagmen are kept in the night with safety and track protection equipment to patrol the stretch and take action to protect the track, if so warranted and inform the railway supervisors.
c. After completion of work the released sleeper and fittings should be properly stacked away from the track to be kept clear of moving dimensions.
d. Block shall be removed only when all the temporary arrangement, machineries, tools, plants etc. have been kept clear of moving dimensions.

(iv) **Precaution to be taken during execution of works during night.**

The work close to running line, generally, shall be carried out only during day hours. At locations, however, where night working is unavoidable, proper lighting arrangement should be made. The engineering indicator boards shall be lighted during night hours as per the provisions of IRPWM. The staff deputed for night working should have taken adequate rest before deploying them in night shift. We can specify duration of night shift from 20.00 hrs to 04.00 hrs. All other safety precautions applicable for day time work should be strictly observed during night working.

(v) **Precautions to be taken to ensure safety of workers while working close to running lines.**

a) Any work close to or on running tracks shall be executed under the presence of a Railway's supervisor only.

b) Precaution to be taken to ensure safety of trains while execution of work close to the running line or on running lines.

i) Such works shall be planned and necessary drawings particularly with regard to infringement to moving dimensions shall be finalized duly approved by competent authority before execution of work. The work shall be executed only as per approved procedure and drawings.

ii) All temporary arrangements required to be made during execution of work shall be made in such a manner that moving dimension do not infringe.

iii) Suitable speed restriction shall be imposed or Traffic block shall be ensured as required.

iv) The site shall be protected as per provisions of Para No. 806 & 807 of P.Way Manual as case may be.

v) Necessary equipment for safety of trains during emergency shall be kept ready at site.

c) A 'first aid kit' shall always be kept ready at site.

(vi) **Precaution shall be taken for safety of public or passengers, while executing works at locations, used by passengers and public,.**

The worksite shall be suitably demarcated to keep public and passengers away from work area. Necessary signage boards such as "Work in progress. Inconvenience is regretted" etc. shall be provided at appropriate locations to warn the public/ passengers. Adequate lighting arrangement of worksite wherever required shall be done to ensure safety of public/passengers during night.

(vii) **Precaution to be taken before stacking materials alongside the track to ensure that safety of trains is not affected.**

The following precautions shall be taken before stacking the materials along the track for stacking of ballast, rails, sleepers etc.

a. The sites for material stacking should be selected in advance in such a manner as to ensure that no part of the material to be stacked is infringing the Standard Moving Dimensions. A plan of proposed stacking locations be made and signed jointly by an authorized Railway's representative and contractor's representative.

b. The selected locations shall be marked by lime in advance.

c. Presence of an authorized Railway's representative while unloading and stacking shall be ensured.

d. The material shall be stacked in such a height so as to not to infringe SOD in case of accidental roll off.

(viii) **Precaution for handling of departmental material trains**

Instructions for working of material trains are contained in Chapter XII of IRPWM which should be brought to the notice of the supervisors and other staff working on the material trains.

In addition to this, following precautions should be taken:

(a) Issue of 'fit to run' certificate.
As per Para 1207 before a material train is allowed to work, the complete rake should be examined by the Carriage and Wagon staff and a 'fit to run' certificate issued to the Guard.

(b) As per Para 1208 of IRPWM, a qualified Engineering official should be deputed on the train to ensure working of the material train as the Guard is not qualified to carry out such duties like Supervising of loading and unloading of materials.

(c) As per Para 1204 of IRPWM, the material train should not be permitted to work during the period of poor visibility due to fog, storm or any other cause except with the permission of the ADEN/DEN. Working of the material trains carrying labour should not be permitted between sunset and sunrise except in an emergency.

(d) While unloading rail panels by the side of the running track, placement of the panels, clear of the maximum moving dimensions should be ensured.

(e) Unloading of rail panels should be done by a team of trained staff under the active supervision of competent Supervisor/Officer.

(f) Before unloading of rail panels, site should be prepared by way of leveling/ removing extra ballast, if any, from the crib and shoulder with the objective to ensure requisite lateral and vertical clearances so as to prevent slippage of rail panels due to vibration during the passage of trains.

(g) Reasonably adequate block should be asked and provided for unloading of the material and the work should be done preferably in day light to avoid shortcut in haste which may infringe the safety requirements.

(ix) **SAFETY ASPECTS TO BE OBSERVED WHILE WORKING IN OHE AREA**

a) No electrical work close to running track shall be carried out without permission of railway representative.

b) A minimum distance of 2m has to be maintained between live OHE wire and body part of worker or tools or metallic supports etc.

c) No electric connection etc. can be tapped from OHE.

d) Authorized OHE staff should invariably be present when the relaying work or any major work is carried out.

e) Power block is correctly taken and 'permit to work' is issued.

f) The structure bonds, track bonds, cross bonds, longitudinal rail bonds are not disturbed and

g) If disconnected for the work, they are reconnected properly when the work is completed.

h) The track level is not raised beyond the permissible limit during the work.

4.0 PROTECTION OF TRACK DURING EMERGENCY

(i) Action to be taken when a contractor's supervisor or vehicle operator apprehends any unusual circumstances likely to infringe the track and endanger safe running of trains.

At any time if a contractor's supervisor or vehicle operator observes any unusual circumstances likely to infringe the track and apprehend danger to safe running of track, he shall take immediate steps to advise a Railway official of such danger and assist him in protection of track.

The track shall be protected as under. One person shall immediately plant a red flag (red lamp during night) at the spot and proceed with all haste in the direction of approaching train with a red flag in hand (red lamp during night) and plant a detonator on rail at a distance of 600m from the place of obstruction of BG track (400m for MG track) after which he shall further proceed for not less than 1200m from the place of obstruction from BG track (800m for MG track) and plant three detonators at 10m apart on rails. After this he shall display the red flag (red lamp during night) at a distance of 45m from the detonators.

Attempts shall also be made to send an advice to nearest Railway station about the incident immediately.

Protection of the track shall be done as per Annexure-IV of the Compendium of instructions on Safety at Work Sites 31.03.2014

(ii) **Action to be taken if train is seen approaching to site of danger and there is no time to protect the track as per guidelines mentioned above.**

In such a case the detonators shall be planted on rails immediately at distance away from place of danger as far as possible and attention of driver of approaching train shall be invited by whistling, waving the red flag vigorously, gesticulating and shouting.

(iii) **Action to be taken if more than one track is obstructed.**

a. In case of single line protection as above shall be done in both the directions from place of danger.
b. In case of double line or multiple lines, if other tracks are also obstructed, the protection as above shall be done for other track also.
c. The protection shall be done in that direction and on that track first on which train is likely to arrive first.
d. The Contractor's Supervisors, Operators and lookout men shall be properly explained about the direction of trains on running tracks.

(iv) **Equipment required for protection of track.**

Minimum compliment of protection equipment i.e. 10 detonators, 4 red hand flags, 4 red hand lamps, 4 banner flags and whistles etc. shall always be kept ready at worksites for use in case of emergency. Railway will arrange to provide detonators, whereas Contractor shall arrange other equipment at his own cost.

(v) **Arrangement of lookout men and competency required for lookout man to warn labour about approaching train.**

a. Contractor will provide lookout men.
b. The lookout men shall be properly trained in warning to staff at worksite about approaching train.

c. Only those lookout men shall be provided at site who have been issued with a competency certificate by the Railway's Supervisor.

d. In case, it is felt necessary to provide lookout men by Railway, the charges for the same as fixed by Railway Administration shall be recovered from Contractor.

5.0 TRAINING TO SUPERVISORS AND OPERATORS OF CONTRACTOR

The Supervisors and Operators of the contractor proposed to be deployed at wok site, which is close to the running track, shall be imparted mandatory training by the Railway at site free of cost about the safety measures to be adopted while working in the vicinity of running track. Engineer-in charge of the work shall decide the scale, extent & adequacy of training. In case training is imparted at a recognized Railway training institute, the charges for the same, as decided by Railway, shall be recovered from contractor. A competency certificate to this effect to the individual Supervisor/Operator shall be issued as per **Annexure-XXXII**as given below a Railway Officer not below the rank of Assistant Officer. No Supervisor/Operator of the Contractor shall work or allowed to work in the vicinity of running track that is not in possession of valid competency certificate.

All the labour, materials, tools, plants etc. except detonators, required for ensuring safe running of trains shall be provided by Contractor at his own cost. Wherever lookout men are provided by Railway, charges at the rate of Rs. 500/- per man day shall be recovered from Contractor.

6.0 SPECIAL CONDITIONS FOR WORKING OF ROAD CRANES

To ensure safe working of road cranes used in works in connection with provision of ROB/RUB/Subways, following items shall invariable be ensured before putting the cranes to use :-

i) No machine shall be selected to do any lifting on a specific job until its size and characteristics are considered against the weights, dimensions and lift radii of the heaviest and largest loads.

ii) The contractor shall ensure that a valid Certificate of Fitness is available before use of Road Cranes.

iii) Contractors should utilize the services of any competent person as defined in Factories Act, 1948 and approved by Chief Inspector of Factories.

iv) The laminated photocopies of fitness certificate issued by competent persons, the operators' photo, manufacturer's load chart and competency certificate shall always be either kept in the operator cabin or pasted on the visible surface of the lifting appliances.

v) All lifting appliances including all parts and gears thereof, whether fixed or movable shall be thoroughly tested and examined by a competent person once at least in every six months or after it has undergone any alterations or repairs liable to affect its strength or stability.

7.0 Contractor shall indemnify Railways against any loss/damage to public property, travelling public, railway or his own staff due to his (contractor's) negligence. In case there is any mishap, a fact finding inquiry will be conducted by Railway. A show cause notice will be issued to the contractor, in case he is prima-facie held responsible. Contractor's reply to show cause notice will be considered by the Engineer in Charge before taking final decision. In case contractor is found responsible for the mishap, recovery from him will be affected for only tangible direct losses.

Annexure-XXXII

Competency Certificate

Certified that Shri _____ Supervisor/Operator of M/s. _____ has been trained and examined in safety measures to be followed while working in the vicinity of running railway track for the work _____. His knowledge has been found satisfactory and he is capable of supervising the work safely.

This certificate is valid only for the work mentioned in this certificate only.

Signature and designation of the officer

END OF DOCUMENT
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