

NOTICE INVITING EXPRESSION OF INTEREST (EOI)

EOI NO.: RCIL/NR_RO/EOI/MKTG/NCR/2022-23 DATED 30-SEP 2022

Expression of Interest (EOI) for “Indoor and outdoor telecommunication work with laying of OFC & 6 quad cable and Supply & installation of PDMUX and installation of STM in connection with Gauge Conversion with provision of single line in Gwalior-Sheopurkalan section of Jhansi Division on N.C. Railway”

Issued by:



RailTel Corporation of India Ltd

(A Mini-Ratna PSU under Ministry of Railways)

Northern Region, 6th Floor, 3rd Block,

Delhi IT Park, Shastri Park, New Delhi-110053

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Website:- <https://www.railtelindia.com>

Disclaimer

RailTel Corporation of India Ltd. (herein after called the RailTel) has prepared this Expression of Interest (EOI) document solely to assist prospective bidders in making their decision of whether bid or not to bid.

While the RailTel has taken due care in the preparation of information contained herein and believes it to be accurate, neither the RailTel or any of its Authorities or Agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it. This information is not intended to be exhaustive and interested parties are required to make their own inquiries and do site visits that it may require in order to submit the EOI. The information is provided on the basis that it is non-binding on RailTel, any of its authorities or agencies or any of their respective officers, employees, agents or advisors. The RailTel reserves the right not to proceed with the bidding/EOI process at any stage without assigning any reasons thereof, or to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the EOI further with any party submitting an EOI. No reimbursement of cost of any type will be paid to persons or entities submitting the EOI.

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EOI NOTICE

RailTel Corporation of India Limited, Northern Region, 6th Floor, 3rd Block,

Delhi IT Park, Shastri Park, New Delhi-110053

EOI Notice No: RCIL/NR RO/EOI/MKTG/NCR/2022-23 DATED 30- SEP 2022

RailTel Corporation of India Ltd., (here after referred to as “RailTel”) invites EOIs from RailTel’s Empanelled Partners for Selection of Implementation Partner from RailTel Empaneled Business Associate for exclusive PRE-BID TEAMING ARRANGEMENT for “Indoor and outdoor telecommunication work with laying of OFC & 6 quad cable and Supply & installation of PDMUX and installation of STM in connection with Gauge Conversion with provision of single line in Gwalior-Sheopurkalan section of Jhansi Division on N.C. Railway ”

The details are as under:

SCHEDULE OF EVENTS

1	Date of EOI Floating	30 th September, 2022 at 18:00 Hours
2	Last date for submission of Bids against EOI	04 th October, 2022 at 15:00 Hours
3	Opening of Bids received against EOI	04 th October, 2022 at 15:30 Hours
4	Number of copies to be submitted	Single Stage (Two Packet System)
5	EOI document cost inclusive tax (non-refundable)	Nil
6	EOI processing fee inclusive tax (non-refundable)	Rs. 8,500/-
7	Estimated amount of EOI	Rs.10,43,44,178/-
8	EMD for Pre-Bid Arrangement	Token EMD for an amount of Rs. 5,00,000/- (Rs. Five Lakhs only) along with the EOI. Final EMD (to be submitted by selected bidder): 1% of total price quoted by successful L1 bidder. Token EMD amount shall be adjusted accordingly.
9	Bid Submission Mode	Online on https://railtel.enivida.com

Note: RailTel reserves the right to change the above dates at its discretion.

Initially while participating in EoI the bidder needs to submit EMD i.e., Token EMD for an amount of Rs. 5,00,000/- (Rs. Five Lakhs only) along with the EOI.

Final EMD (to be submitted by selected bidder): 1% of total price quoted by successful L1 bidder. Token EMD amount shall be adjusted accordingly.

The EMD should be in the favor of RailTel Corporation of India Limited payable at Delhi through online bank transfer. Partner needs to share the online payment transfer details like UTR No. date and Bank along with the proposal.

RailTel Bank Details for Submission of EMD / PBG: Union Bank of India, Account no. 307801010917906, IFSC Code: UBIN0530786. Demand Draft should be submitted in favour of RailTel Corporation of India Limited payable at New Delhi.

Eligible Business Associates are required to direct all communications related to this Invitation for EoI document, through the following Nominated Point of Contact persons:

Contact Details for this EOI:

Level:1 Contact: Sh. Akash Barha, Sr. Manager/Marketing
Email: akash@railtelindia.com Contact: +91-9717644170

Level:2 Contact: Sh. Arya Vrat Sharma Position: DGM/Marketing
Email: aryavrat@railtelindia.com Contact: +91-9717644155

Level:3 Contact: Sh. Dipu Shyam Position: GM/Marketing
Email: d.shyam1998@railtelindia.com Contact: +91-7007831841

Note:

1. The EOI response is invited from eligible Empaneled Partners of RailTel only.
2. All the document must be submitted with proper indexing and page no.
3. This is an exclusive pre-RFP partnership arrangement with empaneled business associate of RailTel for participating in the end customer RFP. Selected partner's authorized signatory has to give an undertaking they will not submit directly or indirectly their bids and techno-commercial solution/association with any other Organization once selected in this EOI for pre-bid teaming arrangement (before and after submission of bid to prospective customer Organization by RailTel).
This undertaking has to be given with this EOI Response.
4. Transfer and Sub-letting: The Business Associate has no right to give, bargain, sell, assign or sublet or otherwise dispose-off the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

Bidder has to agree to comply with all OEM technical & financial documentation including MAF, Technical certificates/others as per end-to-end requirement mentioned in the end customer's RFP as mentioned below:

Tender Ref. No.	SIG-WS-CONTRACT-AGC-93A DATED 15-09-2022
Tender ID	NA
Date of floating of Customer Bid	15-09-2022
Floated on portal	e-tender Portal (https://ireps.gov.in/)

5. Bidder also undertake to submit MAF of major items of the proposed solution and other documents required in the end Customer Organization's tender in favour of RailTel against the proposed products. The selected BA has to provide MAF from the OEM in the name of RailTel forbidding in the concerned tender of CoR, if their proposed solution is quoted to the customer.
6. The selected bidder will have to accept all Terms & Conditions of CoR RFP on back-to-back basis.
7. Any corrigendum(s) issued by CoR against pertinent tender/RFP shall be the part and scope of this EOI document on back-to-back basis.
8. No exemption/relaxation is applicable to MSME/Startups.

9. Only, the eligibility clause/criteria and marks scoring criteria for SI/BA (Prospective BA/SI) as mentioned in CoR's RFP is not applicable on the bidder/BA applying against this EOI. Rest all Terms & Conditions of RFP floated for pertinent tender will be complied by SI/BA/bidders.
10. However, OEM considered by SI for this project have to mandatorily comply all the eligibility & technical criteria/compliance on back-to-back basis in line with COR RFP and corrigendum(s) issued thereof.
11. Please refer CoR RFP Payment terms as this will remain applicable on back-to-back basis on successful bidders. Payment shall be made after actual receipt of payment from CoR.
12. Bidder may check the price/commercial bid as per BOQ and match the same with **FORMATS FOR SUBMISSION OF THE COMMERCIAL BID** of CoR's RFP and if found any discrepancy, may be brought in the notice of RCIL immediately and may modify their financial bid format as per CoR RFP financial bid document.
13. As this is a customer centric bid on back-to-back basis. The benefits of MSME shall not be applicable on this EoI & Work Order issued basis this EoI.

1. About RailTel

RailTel Corporation of India Ltd (RailTel) is one of the largest neutral telecom infrastructure providers in the country owning a Pan-India optic fibre network on exclusive Right of Way (ROW) along Railway track. The OFC network presently reaches to over 4500 towns & cities of the country including several rural areas. With its Pan India high-capacity network, RailTel is working towards creating a knowledge society at various fronts. The portfolio of services provided by RailTel includes Data Centre & DR services, Tele-presence as a service, NLD services, IP-1 services, Internet and Broadband services on a pan-India basis.

Equipped with an ISO 9001, 20000-1:2011 & 27000 certification, RailTel offers a wide gamut of managed telecom services to Indian Telecom market including Managed lease lines, Tower colocation, MPLS based IP-VPN, Internet, Data Centre services, NGN based voice carriage services to Telecom Operators, Dark fibre leasing to MSOs/LCOs. The major customer segment for RailTel comprises of Enterprises, Banks, Government Institutions/Department, Educational Institutions/Universities, Telecom Service Providers, Internet Service Providers, MSOs, etc. RailTel being a “Mini Ratna (Category-I)” PSU is steaming ahead in the enterprise segment with the launch of various services coupled with capacity augmentation in its Core network.

2. Background of EOI

RailTel Corporation of India Ltd (hereafter referred to as ‘RailTel’) an ICT arm of Indian Railways has been in the forefront of building innovative platforms and solutions and vision to build range of Information and Communication Technology (ICT) Services for its customers.

In this regard, RailTel intends to participate in the tender floated by N C RAILWAY JHANSI DIVISION (hereafter referred to as ‘CoR’) and accordingly seeks to select a suitable partner for pre-bid arrangement.

RailTel intends to participate in RFP floated by N C RAILWAY JHANSI DIVISION (End Customer Organization) For Indoor and outdoor telecommunication work with laying of OFC & 6 quad cable and Supply & installation of PDMUX and installation of STM in connection with Gauge Conversion with provision of single line in Gwalior-Sheopurkalan section of Jhansi Division on N.C. Railway

RailTel invites EOIs from RailTel's Empaneled Partners for the selection of suitable partner for participating in above mentioned work for the agreed scope work. The empaneled partner is expected to have excellent execution capability and good understanding of customer local environment.

Bidder has to agree to comply with all OEM technical & financial documentation including MAF, Technical certificates/others as per end-to-end requirement mentioned in the end customer's RFP. Bidder also undertake to submit MAF of major items of the proposed solution and other documents required in the end Customer Organization tender in favor of RailTel against the proposed products. The selected BA has to provide MAF from the OEM in the name of RailTel for bidding in the concerned tender of CoR, if their proposed solution is quoted to the customer.

The details of pertinent tender are as below:

Tender Title: Indoor and outdoor telecommunication work with laying of OFC & 6 quad cable and Supply & installation of PDMUX and installation of STM in connection with Gauge Conversion with provision of single line in Gwalior-Sheopurkalan section of Jhansi Division on N.C. Railway

CoR RFP Ref. No.: SIG-WS-Contract-AGC-93A dated 15-09-2022; & floated on: IREPS Portal (<https://www.ireps.gov.in/>)

RailTel invites EOIs from RailTel's Empanelled Partners for the selection of suitable partner/ consortium member to participate in above mentioned work for the agreed scope work. The empanelled partner is expected to have excellent execution capability and good understanding of customer local environment.

System Integrator (SI) shall quote for only single OEM/ make and model for each item description. The make and model shall be clearly mentioned in the proposal. Series of make and model will not be accepted, and bid shall be summarily rejected.

3. Scope of Work & Partner Selection

Scope of Work

The scope of work will be as mentioned in the pertinent end Customer organization RFP for "Indoor and outdoor telecommunication work with laying of OFC & 6 quad cable and Supply & installation of PDMUX and installation of STM in connection with Gauge Conversion with provision of single line in Gwalior-Sheopurkalan section of Jhansi Division on N.C. Railway Vide Ref No.: SIG-WS-Contract-AGC-93A dated 15-09-2022; & floated on: IREPS Portal (<https://www.ireps.gov.in/>) with all latest amendment/ Corrigendum/ clarifications.

The scope of work is provided below for reference: -

The scope of work will broadly include "Indoor and outdoor telecommunication work with laying of OFC

& 6 quad cable and Supply & installation of PDMUX and installation of STM in connection with Gauge Conversion with provision of single line in Gwalior-Sheopurkalan section of Jhansi Division on N.C. Railway

Special Note: RailTel may retain some portion of the work mentioned in the end organization RFP, where RailTel has competence so that overall proposal becomes most winnable proposal.

3.1 Purpose of EOI

- 3.2 The intent of this RFP is to invite proposals from the prospective bidders for Indoor and outdoor telecommunication work with laying of OFC & 6 quad cable and Supply & installation of PDMUX and installation of STM in connection with Gauge Conversion with provision of single line in Gwalior-Sheopurkalan section of Jhansi Division “Vide Ref No.: SIG-WS-Contract-AGC-93A dated 15-09-2022; & floated on: IREPS Portal with all latest amendment/ Corrigendum/ clarifications, as per the scope of work of CoR RFP.
- 3.3 The present proposal seeks the turnkey solution for carrying out CoR needs. It is proposed to provide and maintain services with allied items for one year’s maintenance at locations as mentioned in RFP floated by CoR.
- 3.4 Solution provider need to offer solution with no single point of failure in hardware and without any downtime in operations of CoR. SLA shall be applied as per CoR’s tender document and corrigendum released, if any on back-to-back basis.
- 3.5 Bidder may submit their response in form of duly signed and stamped and submit techno-commercial bid at the E-nivida portal through Online mode, within the stipulated date and time, as mentioned in this EOI document.
- 3.8. Interested partners may note that this is a Single stage Two Packet Bid.**
- 3.9. Only those bids shall be opened, which have been submitted within the stipulated time as mentioned in this EOI document.

3.10. **Stage -I : Technical Bid contains following :-**

i. Eligibility Criteria

S.No.	Type	Description	Document Required
1	Existence/ Origin	The company must be registered in India.	Certificate of Incorporation
2	General	The company must have: I. valid PAN card. II. Been registered with GST. III. has paid ITR for last 3 financial year ending 31 st March 2022.	I. Copy of PAN Card. II. Copy of GST registration certificate. III. Copy of ITR filed.
3	Turnover	The bidder must have cumulative turnover at least 150% of estimated EOI value i.e., Rs. 15,65,16,267/- in the last three financial year ending 31 st March 2022.	Balance Sheet & CA certificate
4	Net Worth	The bidder must have positive net worth in last 3 FY's ending 31 st March 2022.	Balance Sheet & CA certificate
5	Experience	The bidder must have executed similar work in last 7 years ending 30 st September 2022, as 1. One similar work of 60% of estimated value of EOI. OR 2. Two similar works each of 40% of estimated value of EOI. OR 3. Three similar works each of 30% of estimated value of EOI. Definition of similar work: Similar Works shall mean "Telecom work involving laying of OFC or Quad cable and supply & provision of indoor OFC equipment's like SDH or PDMUX or both"	Copy of Purchase/ Work Order & completion certificate issued by customer / PO issuing authority. The bidder must provide details of a personnel for verification purpose at PO/ certificate issuing organization clearly mentioning name of client, designation, contact number and mail ID on bidder's letter head.
6	Blacklisting	The Bidder should not be black listed / banned for business dealings by any Govt. authority / department / agency or by any RailTel Unit / Region / Division / Office as on date of submission of Bid.	The undertaking on company letter is required by authorized signatory to be competent for bidding by the company or entity.
7	Empanelment	Bidder must be empaneled with RailTel as business associate.	Copy of Empanelment letter and Empanelment PBG submitted, if any.

- ii. The Technical Compliance of the Scope of Work. However, format may be modified by bidder as per their choice, but item must be marked with OEM Name, MAF provided or not and Data Sheet attached.

- iii. The Technical Compliance sheet provided with Hard Copy of Technical Specs.
- iv. **BOQ/BOM without Price quote in the attached format (Annexure 4).**
- v. Compliance of OEM with their MAF's and all mandatory documents asked by CoR from OEM.
- vi. Unconditional Acceptance of the Tender document of CoR and any Other/General Document of CoR Tender RFP along with corrigendum and addendum.
- vii. This EOI acceptance.
- viii. Annexure Formats as mentioned in this EOI.
- ix. All documents mentioned in checklist and annexures of this EOI.
- x. The Seller agrees to undertake a Maintenance contract for a minimum period of 1 year. Undertaking in this regard is to be submitted along with the technical bid.
- xi. Delivery Period Undertaking – As per pertinent tender floated by CoR.
- xii. The bid should be duly signed and submitted by Authorized Signatory. The bidder has to submit notarized of non-judicial stamp paper of appropriate value Power of Attorney having authorized signatory's nomination along with board resolution in favor of power of attorney.
- xiii. The bidder has to mandatorily submit notarized Annexure-09 on non-judicial stamp paper of Rs. 100, else bid shall be summarily rejected.

3.11. Prospective bidder's bid evaluation will be done based on above mentioned documents. Bids of those Bidders will be summarily rejected who submit Technical Documents without OEM Name, Make and Model, technical Compliance, and unconditional acceptance of the CoR hard Copies and this EOI.

3.12. Based on evaluation of outcome against 3.10, Whoever may qualify as per 3.10.i and further complying technical requirement with supporting documents of OEM MAF, datasheets, BOQ/BOM may be treated as Technically qualified partner for Stage-1.

3.13. Bidders selected as per Para 3.13 above will be treated as eligible for financial bid opening.

3.14 Stage-II: Financial Bid:

- i. The Annexure 4 and 4A of EOI is for financial quote.

3.14. For the opened bid as per outcome of Clause 3.10 above, the bidder will be selected on the lowest quote (L-1) basis for complete 'Scope of Work' as mentioned in the EOI document and Physical documents of technical specifications of CoR, subject to the respective overall bid is in compliance to the requirements of this EOI. The so selected partner will be termed as 'Commercially Suitable Partner (hereafter referred to as 'CSP')'. It is re-mentioned, that the final selection of CSP will be on the L-1 basis only. Further, RailTel reserves the right to have negotiation with the CSP.

3.15. As of now, EoI response from interested partners is invited considering that the selected partner will be responsible for delivering of complete 'Scope of Work' as mentioned in the CoR's tender document and subsequent corrigendum. However, RailTel at its discern, may take- up a certain portion / percentage of 'Scope of Work' by communicating to the CSP at any point of time during the engagement period. (The day at which 'CSP' is declared, will mark the start of engagement period. The period will be valid till final outcome of this tender is announced by CoR. In case, RailTel comes out to be winner of the CoR tender, then the engagement period will get auto-extended to the period RailTel serves CoR for the concerned tender, unless terminated earlier by RailTel as per terms and conditions mentioned in this EoI document). In this scenario, commercial engagement with the CSP will be for that portion / percentage only, which has not been taken by RailTel. Accordingly, resultant value of work will be derived on the basis of negotiated (in case) commercial bid of the CSP.

3.16. RailTel on the basis of inputs / factors available to it from various resources, past experiences of its ICT projects and on the basis of negotiated (in case) commercial bid of the CSP, will endeavor to place best techno-commercial bid in response to the pertinent CoR's tender. Further relationship with CSP will be based on the outcome pertinent CoR's tender.

4. Compliance Requirements and Eligibility Criteria for Interested Bidders

4.1. The interested bidder should be an Empaneled Partner with RailTel on the last date of bid submission of EOI & has to provide relevant documents to qualify as per Clause 3.10.i of this EOI.

4.2. The interested bidder should submit Earnest Money Deposit (EMD) if applicable, in the format as mentioned in this EOI document along with the bid.

4.3. The interested bidder should be in compliance to insertion of Rule 144(xi) in the GFR, 2017 vide office OM no. 6/18/2019-PPD dated 23-July-2020 issued by Ministry of Finance, Government of India, including revisions.

4.4. The interested bidder should submit an undertaking for maintaining of 'Local Content Compliance' and shall submit a certificate mentioning the 'Local Content Percentage' duly signed and stamped by statutory auditor or cost auditor or authorized signatory of the interested partner. This will not be a binding clause in cases where endcustomer has not asked Local Content Clause/Make in India Clause in their Current RFP.

4.5 The bidder has to mandatorily provide all Annexures of CoR's RFP and corrigendum(s) thereof, in the name of RailTel Corporation of India Limited addressing the tender issuing authority.

4.6. The interested bidder should not be backlisted by any State / Central Government Ministry / Department / Corporation / Autonomous Body on the last date of submission of EOI.

4.7. There should not be any ongoing or past, arbitration case(s) between 'RailTel or Organizations under Indian Railways' and 'Interested Bidder' on the last date of submission of EOI.

4.8. The interested bidder shall not have a conflict of interest with one or more bidding parties.

Participation of interested bidder(s) with a conflict-of-interest situation will result in the disqualification of all bids in which it is involved. A bidder may be in a conflict of interest with one or more parties if including but not limited to:

a. Have controlling shareholders as his/her family members viz. spouse, son, daughter, father, mother or brother etc. in common or;

b. Have a relationship with each other directly or through common third parties that puts them in a position to have access to information about or influence on the bid of another interested partner.

4.9. The interested bidder should not be seeking / extending / exploring similar arrangements / engagements with any other organization except RailTel, for the CoR tender.

4.10. The interested partner should have a valid Goods and Service Tax Identification Number (GSTIN), as on the last date of submission of EOI.

4.11. In addition to above clauses, bid of interested bidder should be in compliance to terms and conditions and technical requirements of the pertinent CoR tender as referred above.

Note: The interested bidder should submit duly signed and stamped EOI cover letter as per the format mentioned at Annexure-01 of this EOI document, as unconditional submission of meeting the clauses mentioned above, from Clause 4.1. to Clause 4.11.

5. Proposal Preparation and Submission Cost

5.1. The interested partner is responsible for all costs incurred in connection with participation in this EOI process, including, but not limited to, cost incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by RailTel to facilitate the evaluation process or all such activities related to the bid process. RailTel will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. This EOI document does not commit to award a contract or to engage in negotiations.

6. Amendment to EOI Document

6.1. At any time prior to the deadline for submission of bids, RailTel, may, for any reason can modify the EOI document by an amendment. All the amendments made in the document would be informed by displaying on RailTel's (www.railtelindia.com) website only. The interested bidders are advised to visit the RailTel website on regular basis for checking necessary updates. RailTel also reserves the rights to amend the dates mentioned in this EOI for bid process. RailTel may, at its discretion, extend the last date for receipt of EOI response.

7. Bid Validity Period

7.1. Bid of Interested partners shall remain valid for the period of 120 days from the last date of submission of EOI, as mentioned in this EOI document.

7.2. RailTel may request for an extension of the period of validity. The validity of the 'EMD', should also be suitably extended if called upon to do so by RailTel. The request and the responses thereto shall be made in writing through e-mail communication only. Further, whenever the bid validity extension is submitted by the interested partner, it should be ensured by interested partner that their PBG related to the empanelment should have minimum validity of 90 days from the last date of extended bid validity period.

8. Right to Terminate the Process

8.1. RailTel may terminate the EOI process at any time without assigning any reason. RailTel makes no commitments, express or implied, that this process will result in a business transaction with anyone. This EOI does not constitute an offer by RailTel. The interested bidder's participation in this process may result in RailTel selecting the CSP to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by RailTel to execute a contract or to continue negotiations. RailTel may terminate negotiations at any time without assigning any reason.

9. Language of Bid

9.1. The bid prepared by the interested partner and all correspondence and documents relating to the bids exchanged by the bidder and RailTel, shall be written in English Language, provided that any printed literature furnished by the Bidder in another language shall be accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Authorised Signatory of the interested partner.

10. Submission of Bid

10.1. The interested bidder should take into account any Corrigendum to this EOI document that may have been published before submitting their EOI response. The bid is to be submitted in the mode as mentioned in this EOI document. EOI response submitted in any other mode will not be entertained.

10.2. Interested bidders in their own interest are advised to submit the EOI response well in time before the last date and hence to avoid any inconvenience at the last moment.

10.3. An Organization / Interested Bidder can submit only 'One EOI Response'. Submission of multiple EOI Response by interested bidder(s) may lead to rejection of all of its bid.

11. Rights to Accept / Reject any or all EOI Response

11.1. RailTel reserves the right to accept or reject any EOI Response, and to annul the bidding process and reject all Bids at any time prior to award of the Contract, without thereby incurring any liability to the affected interested bidder(s), or any obligation to inform the affected Bidders of the ground for RailTel's action.

12. Payment Terms

12.1. Payment will be on '**back-to-back**' basis and as per the payment terms mentioned in the pertinent CoR's RFP.

12.2. Payment will be released after receiving the invoice for the work / services and after RailTel has received the payment from CoR for the same work / services. Any deduction / Penalties levied by CoR on invoices of RailTel will be carried **back-to-back** and will be deducted from CSP's invoices, subject to the cause to deduction / penalty is due to deviation in terms and conditions of service standards by the CSP.

12.3 Documents list required at the time of payment/invoice submission by selected bidder shall be: -

- i PO copy issued to selected vendor.
- ii Payment Proof that the end customer has paid to RailTel for the period claimed by selected bidder/vendor against invoices raised by RailTel for such services.
- iii Submission/Declaration of applicable BG amount against PO issued to selected bidder/vendor.
- iv Original Invoice for the period claimed.
- v TDS declaration.
- vi Photocopy of all documents submitted by RailTel along with their invoice to customer.

13. Performance Bank Guarantee (PBG)

13.1. In case of successful participation by RailTel in the pertinent CoR's tender and subsequent engagements with CSP, The CSP shall at its own expense, deposit with department, within fifteen (15) days of the notification of award (done through issuance of the Purchase Order / Work Order etc.) and communicated through email, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Nationalized/ Commercial Scheduled Indian Bank as per the format enclosed in this EOI, payable on demand, for the due performance and fulfilment of the contract by the CSP. This PBG will be for an amount of '**3 (%)**' of the contract value. The quantum of this 'percentage (%)' will be equal to the PBG % as asked by CoR from RailTel. All charges whatsoever such as premium, commission, etc. with respect to the PBG shall be borne by the CSP. Besides, if the total BG amount comes upto ₹05 Lakhs, then same may be deposited through DD/RTGS/NEFT. Along with submission of PBG, CSP needs to submit PBG issuing bank's SFMS report. The SFMS report is also to be submitted in case of renewal / extension of PBG.

13.2. The PBG should have validity for a period of 12 months. The PBG may be discharged / returned by RailTel upon being satisfied that there has been due performance of the obligations of the CSP under the contract. However, no interest shall be payable on the PBG. In the event, CSP being unable to service the contract for whatsoever reason, RailTel would invoke the PBG at its discern. Notwithstanding and without prejudice to any rights whatsoever of RailTel under the contract in the matter, the proceeds of the PBG shall be payable to RailTel as compensation for any loss resulting from the CSP's failure to complete its obligations under the contract. RailTel shall notify the CSP in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the CSP is in default.

13.3. RailTel shall also be entitled to make recoveries from the CSP's bills, PBG or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

13.4. If the service period gets extended by virtue of extension of same by CoR, PBG should also be extended accordingly.

13.5. During the contract period, RailTel may issue Purchase Order(s) for the additional services ordered by CoR (in case) to RailTel. In such scenario(s) also, Clause No. 13.1. to Clause No. 13.4. are to be followed by the CSP.

13.6 In case the CoR has sought PBG of the contract in the terms of Indemnity Bond from RailTel, the selected bidder has to provide the equivalent value PBG from scheduled Bank to RailTel. No Indemnity Bond from Selected Bidder will be accepted in lieu of PBG from Scheduled Bank.

13.7. In case CoR has sought any other types of PBG in this contract at present or in future or else Integrity Pact PBG (presently or in future), same remain applicable on selected Bidder. The Said PBG will be issued by Selected Bidder from Scheduled Bank favoring RailTel Corporation of India Limited. No Indemnity Bond in lieu of such PBG will be accepted by RailTel.

13.8 If, **CoR ask for submission for value more than 03%, same also needs to be submitted by the selected BA.**

13.9 **Security Deposit:** The security deposit is 5% of contract value. All terms & conditions are same as per CoR tender clause no 5.0 to 5.1.3 mentioned in Page no-109 to 110.

14. Details of Commercial Bid / Financial Bid

14.1. Interested partner should submit commercial bid strictly as per the format mentioned by CoR in the pertinent tender document or subsequent corrigendum (if any).

14.2. The commercial bid should clearly bring out the cost of the services with detailed break-up of taxes.

14.3. The rates mentioned in the commercial bid of the CSP will form basis of commercial transaction between RailTel and bidder.

14.4. The quantity of 'Line Items' may vary at the time of placing of Purchase Order orduring the Contract Period, as communicated by CoR (in case) to RailTel. In such scenarios, the 'Per Unit' cost will be considered to arrive on contractual amount between RailTel and CSP.

14.5. It is also possible that CoR may surrender / increase, some or all of the quantitiesof service items ordered to RailTel during the contract period and accordingly the contractual amount between RailTel and CSP shall be considered, at sole discern of RailTel.

14.6. It is also possible that during the contract period, CoR may raise Purchase Orderto RailTel for the line items (and respective quantities) which are not mentioned in the pertinent tender of CoR. In such scenario, RailTel at its sole discretion, may extend the scopeof the contract with CSP by placing order to CoR, **on back-to-back basis.**

14.7. In addition to the Payment Terms, all other Contractual Terms will also be on '**back-to-back**' basis between RailTel and CSP, as mentioned in the pertinent CoR's tender. MAF (Manufacturer's Authorization Form) in the name of RailTel from the OEMs, whose product is mentioned in commercial bid format, should also be ensured by the partner. The MAF format and required content should be in-line with CoR's tender, if specifically asked by CoR in a particular format.

15. Duration of the Contract Period and Completion Period

15.1. Time is the essence of the contract. **The entire work under the tender shall be completed within 09 months from the date of issue of acceptance letter.** Item/location wise priority for the work to be executed by the contractor may be finalized in consultation with the Railway Engineer- in-charge or his representative. The respective milestones for achieving various targets shall be maintained by the contractor.

The Maintenance supervision of indoor /Outdoor installation for **12 months** after commissioning under the charge of the Railway's personnel, as per clause 29 of Special Conditions of Contract. The Contract duration shall be same as of CoR's contract duration with RailTel until otherwise terminated earlier. Contract duration is as mentioned in this EOI document and subject to successful participation of RailTel in the pertinent CoR's tender. The contract duration can be renewed /extended by RailTel at its discern, in case CoR extends / renews services with RailTel by virtueof extending / renewing / new issuance of one or more Purchase Order(s) placed by CoR to RailTel.

16. Restrictions on 'Transfer of Agreement'

16.1. The CSP shall not assign or transfer its right in any manner whatsoever under thecontract / agreement to a third party or enter into any agreement for sub-contracting and/orpartnership relating to any

subject matter of the contract / agreement to any third party either in whole or in any part i.e., no sub-contracting / partnership / third party interest shall be created.

17. Suspension, Revocation or Termination of Contract / Agreement

17.1. RailTel reserves the right to suspend the operation of the contract / agreement, at any time, due to change in its own license conditions or upon directions from the competent government authorities, in such a situation, RailTel shall not be responsible for any damage or loss caused or arisen out of aforesaid action. Further, the suspension of the contract / agreement will not be a cause or ground for extension of the period of the contract / agreement and suspension period will be taken as period spent. During this period, no charges for the use of the facility of the CSP shall be payable by RailTel.

17.2. RailTel may, without prejudice to any other remedy available for the breach of any conditions of agreements, by a written notice of Three (03) month or as per CoR tender condition whichever is earlier issued to the CSP, terminate/or suspend the contract /agreement under any of the following circumstances:

- a) The CSP failing to perform any obligation(s) under the contract / agreement.
- b) The CSP failing to rectify, within the time prescribed, any defect as may be pointed out by RailTel.
- c) Non adherence to Service Level Agreements (SLA) which RailTel has committed to CoR for the pertinent tender.
- d) The CSP going into liquidation or ordered to be wound up by competent authority.
- e) If the CSP is wound up or goes into liquidation, it shall immediately (and not more than a week) inform about occurrence of such event to RailTel in writing. In that case, the written notice can be modified by RailTel as deemed fit under the circumstances. RailTel may either decide to issue a termination notice or to continue the agreement by suitably modifying the conditions, as deemed fit under the circumstances.
- f) It shall be the responsibility of the CSP to maintain the agreed Quality of Service, even during the period when the notice for surrender/termination of contract / agreement is pending and if the Quality of Performance of Solution is not maintained, during the said notice period, it shall be treated as material breach liable for termination at risk and consequent of which CSP's PBG related to contract / agreement along with PBG related to the Empanelment Agreement with RailTel shall be forfeited, without any further notice.
- g) Breach of non-fulfillment of contract / agreement conditions may come to the notice of RailTel through complaints or as a result of the regular monitoring. Wherever considered appropriate RailTel may conduct an inquiry either Suo- moto or on complaint to determine whether there has been any breach in compliance of the terms and conditions of the agreement by the

successful bidder or not. The CSP shall extend all reasonable facilities and shall endeavor to remove the hindrance of every type upon such inquiry. In case of default by the CSP in successful implementation and thereafter maintenance of services / works as per the conditions mentioned in this EOI document, the PBG(s) of CSP available with RailTel can be forfeited.

18. Dispute Settlement

18.1. In case of any dispute concerning the contract / agreement, both the CSP and RailTel shall try to settle the same amicably through mutual discussion / negotiations. Any unsettled dispute shall be settled in terms of Indian Act of Arbitration and Conciliation 1996 or any amendment thereof. Place of Arbitration shall be New Delhi.

18.2. The arbitral tribunal shall consist of the Sole Arbitrator. The arbitrator shall be appointed by the Chairman & Managing Director (CMD) of RailTel Corporation of India Ltd.

18.3. All arbitration proceedings shall be conducted in English.

19. Governing Laws

19.1. The contract shall be interpreted in accordance with the laws of India. The courts at New Delhi shall have exclusive jurisdiction to entertain and try all matters arising out of this contract.

20. Statutory Compliance

20.1. During the tenure of this Contract nothing shall be done by CSP in contravention of any law, act and/ or rules/regulations, there under or any amendment thereof and shall keep RailTel indemnified in this regard.

20.2. The Bidder shall comply and ensure strict compliance by his/her employees and agents of all applicable Central, State, Municipal and Local laws and Regulations and undertake to indemnify RailTel, from and against all levies, damages, penalties and payments whatsoever as may be imposed by reason of any breach or violation of any law, rule, including but not limited to the claims against RailTel or its Customer under Employees Compensation Act, 1923, The Employees Provident Fund and Miscellaneous Provisions Act, 1952, The Contract Labour (Abolition and Regulation) Act 1970, Factories Act, 1948, Minimum Wages Act and Regulations, Shop and Establishment Act and Labour Laws which would be amended/modified or any new act if it comes in force whatsoever, and all actions claim and demand arising therefrom and/or related thereto.

21. Intellectual Property Rights

21.1. Each party i.e., RailTel and CSP, acknowledges and agree that the other party retains exclusive ownership and rights in its trade secrets, inventions, copyrights, and other intellectual property and any hardware provided by such party in relation to this contract / agreement.

21.2. Neither party shall remove or misuse or modify any copyright, trade mark or any other proprietary right of the other party which is known by virtue of this EoI and subsequent contract in any circumstances.

22. Severability

22.1. In the event any provision of this EOI and subsequent contract with CSP is held invalid or not enforceable by a court of competent jurisdiction, such provision shall be considered separately and such determination shall not invalidate the other provisions of the contract and Annexure/s which will be in full force and effect.

23. Force Majeure

23.1. If during the contract period, the performance in whole or in part, by other party, of any obligation under this is prevented or delayed by reason beyond the control of the parties including war, hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts (as are not limited to the establishments and facilities of the parties), fire, floods, earthquakes, natural calamities or any act of GOD (hereinafter referred to as EVENT), provided notice of happenings of any such event is given by the affected party to the other, within twenty one (21) days from the date of occurrence thereof, neither party shall have any such claims for damages against the other, in respect of such non-performance or delay in performance. Provided service under this contract shall be resumed as soon as practicable, after such EVENT comes to an end or ceases to exist.

23.2. In the event of a Force Majeure, the affected party will be excused from performance during the existence of the force Majeure. When a Force Majeure occurs, the affected party after notifying the other party will attempt to mitigate the effect of the Force Majeure as much as possible. If such delaying cause shall continue for more than sixty (60) days from the date of the notice stated above, the party injured by the inability of the other to perform shall have the right, upon written notice of thirty (30) days to the other party, to terminate this contract. Neither party shall be liable for any breach, claims, and damages against the other, in respect of non-performance or delay in performance as a result of Force Majeure leading to such termination.

24. Indemnity

24.1. The CSP agrees to indemnify and hold harmless RailTel, its officers, employees and agents (each an "Indemnified Party") promptly upon demand at any time and from time to time, from and against any and all losses, claims, damages, liabilities, costs (including reasonable attorney's fees and disbursements) and expenses (collectively, "Losses") to which the Indemnified party may become subject, in so far as such losses directly arise out of, in any way relate to, or result from:

- a) Any mis-statement or any breach of any representation or warranty made by CSP or
- b) The failure by the CSP to fulfill any covenant or condition contained in this contract by any

employee or agent of the Bidder. Against all losses or damages arising from claims by third Parties that any Deliverables (or the access, use or other rights thereto), created by CSP pursuant to this contract, or any equipment, software, information, methods of operation or other intellectual property created by CSP pursuant to this contract, or the SLAs (i) infringes a copyright, trade mark, trade design enforceable in India, (ii) infringes a patent issued in India, or (iii) constitutes misappropriation or unlawful disclosure or use of another Party's trade secrets under the laws of India (collectively, "Infringement Claims"); or

- c) Any compensation / claim or proceeding by any third party against RailTel arising out of any act, deed or omission by the CSP or
- d) Claim filed by a workman or employee engaged by the CSP for carrying out work related to this agreement. For the avoidance of doubt, indemnification of Losses pursuant to this section shall be made in an amount or amounts sufficient to restore each of the Indemnified Party to the financial position it would have been in had the losses not occurred.

24.2. Any payment made under this contract to an indemnity or claim for breach of any provision of this contract shall include applicable taxes.

25. Limitation of Liability towards RailTel

25.1. The CSP liability under the contract shall be determined as per the Law in force for the time being. The CSP shall be liable to RailTel for loss or damage occurred or caused or likely to occur on account of any act of omission on the part of the CSP and its employees (direct or indirect), including loss caused to RailTel on account of defect in goods or deficiency in services on the part of CSP or his agents or any person / persons claiming through under said CSP, However, such liability of the CSP shall not exceed the total value of the contract.

25.2. This limit shall not apply to damages for bodily injury (including death) and damage to real estate property and tangible personal property for which the CSP is legally liable.

26. Confidentiality cum Non-disclosure

26.1. The Receiving Party agrees that it will not disclose to third party/parties any information belonging to the Disclosing Party which is provided to it by the Disclosing Party before, during and after the execution of this contract. All such information belonging to the Disclosing Party and provided to the Receiving Party shall be considered Confidential Information. Confidential Information includes prices, quotations, negotiated issues made before the execution of the contract, design and other related information. All information provided by Disclosing Party to the Receiving Party shall be considered

confidential even if it is not conspicuously marked as confidential.

26.2. Notwithstanding the foregoing, neither Party shall have any obligations regarding non-use or non-disclosure of any confidential information which:

- a) Is already known to the receiving Party at the time of disclosure;
- b) Is or becomes part of the public domain without violation of the terms hereof;
- c) Is shown by conclusive documentary evidence to have been developed independently by the Receiving Party without violation of the terms hereof;
- d) Is received from a third party without similar restrictions and without violation of this or a similar contract.

26.3. The terms and conditions of this contract, and all annexes, attachments and amendments hereto and thereto shall be considered Confidential Information. No news release, public announcement, advertisement or publicity concerning this contract and/or its contents herein shall be made by either Party without the prior written approval of the other Party unless such disclosure or public announcement is required by applicable law.

26.4. Notwithstanding the above, information may be transmitted to governmental, judicial, regulatory authorities, if so, required by law. In such an event, the Disclosing Party shall inform the other party about the same within 30 (thirty) Days of such disclosure.

26.5. This Confidentiality and Non- Disclosure clause shall survive even after the expiry or termination of this contract.

27. Assignment

27.1. Neither this contract nor any of the rights, interests or obligations under this contract shall be assigned, in whole or in part, by operation of law or otherwise by any of the Parties without the prior written consent of each of the other Parties. Any purported assignment without such consent shall be void. Subject to the preceding sentences, this contract will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns.

28. Insurance

The CSP agrees to take insurances to cover all the elements of the project under this EOI including but not limited to Manpower, Hardware, Software etc. as per CoR tender specified terms.

29. Exit Management

29.1. Exit Management Purpose

- a) This clause sets out the provision, which will apply during Exit Management period. The parties shall ensure that their respective associated entities carry out their respective obligation

set out in this Exit Management Clause.

- b) The exit management period starts, in case of expiry of contract, at least 03 months prior to the date when the contract comes to an end or in case of termination contract, on the date when the notice of termination is sent to the CSP. The exit management period ends on the date agreed upon by RailTel or Three (03) months after the beginning of the exit management period, whichever is earlier.

29.2. Confidential Information, Security and Data: CSP will promptly, on the commencement of the exit management period, supply to RailTel or its nominated agencies the following (if asked by RailTel in writing):

- a) Information relating to the current services rendered and performance data relating to the performance of the services; documentation relating to the project, project's customized source code (if any); any other data and confidential information created as part of or is related to this contract;
- b) All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable RailTel and its nominated agencies, or its replacing vendor to carry out due diligence in order to transition the provision of the services to RailTel or its nominated agencies, or its replacing vendor (as the case may be).

29.3. Employees : Promptly on reasonable request at any time during the exit management period, the CSP shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide RailTel a list of all employees (with job titles and communication address), dedicated to providing the services at the commencement of the exit management period; To the extent that any Transfer Regulation does not apply to any employee of the CSP, RailTel or the replacing vendor may make an offer of contract for services to such employees of the CSP and the CSP shall not enforce or impose any contractual provision that would prevent any such employee from being hired by RailTel or any replacing vendor.

29.4. Rights of Access to Information: Besides during the contract period, during the exit management period also, if asked by RailTel in writing, the CSP shall be obliged to provide an access of information to RailTel and / or any Replacing Vendor in order to make an inventory of the Assets (including hardware / software / active / passive), documentations, manuals, catalogues, archive data, Live data, policy documents or any other related material.

Note: RailTel at its sole discern may not enforce any or all clauses / sub-clauses under the 'Exit Management' clause due to administrative convenience or any other reasons as deemed fit.

30. Waiver

30.1. Except as otherwise specifically provided in the contract, no failure to exercise or delay in exercising, any right, power or privilege set forth in the contract will operate as a waiver of any right, power or privilege.

31. Changes in Contract Agreement, Variation in Quantity and Shramik Kalyan Portal

31.1. No modification of the terms and conditions of the Contract Agreement shall be made except by written amendments signed by the both CSP and RailTel.

31.2. **Variation in Quantity:** All terms & conditions pertain to variation in quantities are same as per CoR tender clause no 4.7 to 4.71.3 mentioned in Page no-108 to 109.

31.3. **Updation of Labour data on Railway's Shramik kalyan Portal-** All terms & conditions are applicable same as per CoR tender clause no 21.3 to 21.6 mentioned in Page no-124.

31.4. All terms and conditions are applicable back to back as per CoR tender - SIG-WS-Contract-AGC-93A dated 15-09-2022 on IREPS Portal.

EOI COVER LETTER
(On Organization Letter Head)

EoI Ref No.:

Date:

To,
General Manager (Mktg),
RailTel Corporation of India Limited, Northern Region,
6th Floor, 3rd Block, Delhi IT Park, Shastri Park, New Delhi-110053

CoR Tender Ref. No.: SIG-WS-Contract-AGC-93A dated 15-09-2022 on IREPS Portal

Dear Sir/Madam,

1. I, the undersigned, on behalf of M/s, having carefully examined the referred EOI offer to participate in the same, in full conformity with the said EOI and all the terms and conditionsthereof, including corrigendum issued till last date of submission of EOI. It is also undertaken andsubmitted that we are in abidance of Clause 4 (from Clause 4.1 to Clause 4.11) of EOI.
2. I agree to abide by this Proposal, consisting of this letter, our Pre-qualification, Technical and Commercial Proposals, for a period of 120 days from the date fixed for submission of Proposals as stipulated in the EOI and modifications resulting from contract negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
3. I acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Commercially Suitable Partner (CSP)for the aforesaid Service, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Proposal are true copies of their respective originals.
4. I undertake, if our Bid is accepted, to commence our services as per scope of work as specified inthe contract document.
5. Until a formal Purchase Order or Contract is prepared and executed, this Bid and supplement / additional documents submitted (if any), together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

6. I hereby undertake and give unconditional acceptance for compliance of all terms & conditions of CoR RFP issued vide ref no. **SIG-WS-Contract-AGC-93A** dated 15-09-2022 on IREPS Portal , against this EOI based customer's requirement.
7. I hereby undertake that there will be no deviation from the Terms and Conditions of EOI and CoR's RFP issued vide ref no.: SIG-WS-Contract-AGC-93A dated 15-09-2022 on IREPS Portal .

Signature of Authorised SignatoryName

Designation

Local Content Compliance
(On Organization Letter Head)

EoI Ref No.:

Date:

To,

General Manager (Mktg),
RailTel Corporation of India Limited, Northern Region,
6th Floor, 3rd Block, Delhi IT Park, Shastri Park, New Delhi-110053

CoR Tender Ref. No.: SIG-WS-Contract-AGC-93A dated 15-09-2022 on IREPS Portal

Dear Sir/Ma'am,

I, the undersigned, on behalf of M/s , hereby submits that our technical solution for the 'Scope of Work' mentioned under the EoI document is in compliance of local content requirement and makes us equivalent to 'Class-I local supplier' / 'Class-II local supplier' (mention whichever is applicable) for the EoI under reference, as defined under the order No. P-45021/2/2017-PP(BE-II) dt. 04-June-2020 issued by Ministry of Commerce and Industry, Govt. of India.

I hereby certify that M/sfulfills all requirements in this regard and is eligible to be considered and for the submitted bid Local Content Percentage is % (write in figures as well as in words).

I hereby acknowledge that in the event of acceptance of bid of M/s on above certificate and if the certificate is found to be false at any stage, the false certificate would be a ground for immediate termination of contract and further legal action in accordance with the Law, including but not limited to the encashment of Bank Guarantee related to Empanelment and Performance Bank Guarantee (PBG), as available with RailTel, related to this EoI.

Signature of Authorised Signatory

Name Designation

CHECKLIST OF DOCUMENTS FOR BID SUBMISSION**CoR Tender Ref. No.:** SIG-WS-Contract-AGC-93A dated 15-09-2022 on IREPS Portal

S. No.	Document
1	EOI Cover Letter (Annexure-01)
2	Local Content Compliance & Percentage Amount (Annexure-02)
3	EMD as per EOI document
4	This EOI copy duly Signed and Stamped by the Authorized Signatory of Bidder
5	All Annexure/ Appendices/Formats/ Declarations as per CoR RFP: SIG-WS-Contract-AGC-93A dated 15-09-2022 addressing to RailTel.
6	Compliance of eligibility criteria related documents as per Clause 3
7	Any relevant document found suitable by bidder

Note:

1. The technical bid should have a 'Index' at the starting and all pages of bid should be Serially numbered and should be traceable as per the 'Index'.
2. All the submitted documents should be duly stamped and signed by the Authorized Signatory at each page.
3. The above checklist is indicative only. RailTel may ask for additional documents from the bidders, as per the requirement.

Annexure 4

Commercial Bid
 (On Organization Letter Head)
 TO BE UPLOADED AS BOQ SHEET

EoI Ref No.:

Date:

To,

General Manager (Mktg),
 RailTel Corporation of India Limited, Northern Region,
 6th Floor, 3rd Block, Delhi IT Park, Shastri Park, New Delhi-110053

CoR Tender Ref. No SIG-WS-Contract-AGC-93A dated 15-09-2022 on IREPS Portal

EOI NO. RCIL/NR_RO/EOI/MKTG/NCR/2022-23 DATED 30-SEP 2022

S.No	Item	Quantity	Estimated Cost (In Rs.)
A	B	C	d
1	Indoor and outdoor telecommunication work with laying of OFC & 6 quad cable and Supply & installation of PDMUX and installation of STM in connection with Gauge Conversion with provision of single line in Gwalior-Sheopurkalan section of Jhansi Division.	(As per the SOR - Annexure-4A)	10,43,44,179
Total Estimated Cost :			104344179/-
Amount in Words: Ten Crore Forty Three Lacs Forty Four Thousand One Hundred Seventy Nine Only.			

Tenderer's offer: "I /We hereby offer to do the work at following rates.

In Figures	% Above/Below/At par the Schedule of rates
In Word	% Above/Below/At par the Schedule of rates

Note: - Above quoted rates are including all type of applicable taxes.

In case above/below/at par is not mentioned, it would be considered below.

The unit rate shall be derived with the quoted % by the bidder on each SOR items.

The price quoted in the composite SOR (commercial Bid) will be uniformly distributed in SOR items.

Signature of the Tenderer

Annexure 4A

(On Organization Letter Head)

To be Uploaded as a PDF

EoI Ref No.:

Date:

To,

General Manager (Mktg),
 RailTel Corporation of India Limited, Northern Region,
 6th Floor, 3rd Block, Delhi IT Park, Shastri Park, New Delhi-110053

CoR Tender Ref. No SIG-WS-Contract-AGC-93A dated 15-09-2022 on IREPS Portal

SCHEDULE OF REQUIREMENT (COMMERCIAL BID)								
S.No.	Item Code	Item Qty	Qty Unit	Unit Rate	Basic Value	Escl.(%)	Amount	Bidding Unit
Schedule 01-Supply items							54208316.60	Above/ Below/Par
01	01	100.00	Numbers	1755.10	175510.00	AT Par	175510.00	
	Description:- Supply of OFC patch cord/jumper cable, 10 m long, with (1) FC/PC connectors on both sides or (2) One end FC/PC connector and other end compatible to work with STM-1.							
02	02	9.00	Numbers	86896.02	782064.18	AT Par	782064.18	
	Description:- Supply of SMPS based, FR-FC-BC Battery Charger, for Telecom use, 48 volts, 25 Amps, single phase, in N+2 configuration modules of 25 Amps, automatic switching between the modules, as per RDSO Spec No. RDSO/SPN/TC/23/99 (Ver- 4) (Amndt. 1) or latest along with two potential free contacts.							
03	03	9.00	Set	47115.89	424043.01	AT Par	424043.01	
	Description:- Supply, installation & commissioning of VRLA battery bank (-48 Volt= 12 Volt x 4 Nos) Each battery capacity should be: 12 Volt with 200 AH. (Amaron/ Exide/Microtek/ Amptek)							
04	04	35.00	Numbers	15190.40	531664.00	AT Par	531664.00	
	Description:- Supply of VRLA Battery set, 12V/80AH, as per RDSO spec. No. S-93/96(A) with Amndt.-1 or latest, with suitable racks.							
05	05	35.00	Numbers	17007.73	595270.55	AT Par	595270.55	
	Description:- Supply of Battery charger/Power supply unit, 230V AC/12V DC, 10 Amps, as per RDSO spec. IRS: S-93/96 9B) Amndt.-1 or latest for VRLA battery.							
06	06	8.00	Numbers	42421.01	339368.08	AT Par	339368.08	
	Description:- Supply, Installation, testing and Commissioning of Platform dual face, 4 digit, GPS synchronised digital clock as per RDSO spec. RDSO/SPN/TC@47>47@2008 Rev. 3, Amndt- 1 and Amndt.-2 or latest, with LED of Blue/Red/White colour and size approximately 762 x 381 x 228 mm It also includes all fitting arrangements. (Colour to be decided by Railways)							
07	07	11.00	Numbers	12551.44	138065.84	AT Par	138065.84	
	Description:- Supply of cable termination rack panel fitted with 12 no. of 32 way U link feed panel along with complete U links and mounting arrangement for isolation transformer. Suitable size copper strip to be provided for earthing on the rack.							
08	08	205.00	Numbers	1255.32	257340.60	AT Par	257340.60	

	Description:- Supply of VF Transformers, rack mounting type, 1120:470 Ohms as per RDSO Speen.No. IRS: TC- 22/76 or latest.						
09	09	30.00	Numbers	1477.41	44322.30	AT Par	44322.30
	Description:- Supply of VF Transformers, rack mounting type, 600:470 Ohms as per RDSO Speen.No. IRS: TC- 22/76 or latest.						
10	10	9.00	Numbers	1977.22	17794.98	AT Par	17794.98
	Description:- Supply of Antistatic mats of size 1 mtr x 0.75 mtr and 3 mm thickness.						
11	11	9.00	Numbers	37067.26	333605.34	AT Par	333605.34
	Description:- Supply of 19" 42U composite rack, covered with front transparent doors. The rack shall be complete with all fittings for housing 2 SDH(STM-1/4/16) equipments, 2 PDMUX along with PDP, DDF, Krone MDF for 100/200 pairs, cooling fans and other accessories like cable and connectors, runway ladders, locking arrangement, completely wired and equipped with anti surge protection through fast acting fuses and GD tubes for all channels, of reputed make President/Rittal or similar.						
12	12	9.00	Numbers	1474.77	13272.93	AT Par	13272.93
	Description:- Supply of plastic trolley for tall tubular battery as per site requirement and instructions of site engineer.						
13	13	8.00	Numbers	576.07	4608.56	AT Par	4608.56
	Description:- Supply of Electronic Quartz clock 12" dia working & fitted with 1.5 volt dry cell of reputed make as per instruction of site engineer.						
14	14	15.00	Numbers	7131.94	106979.10	AT Par	106979.10
	Description:- 24 VOLT DC POWER SUPPLY UNIT WITH M/F BATTERY 01 NO FOR ELECTRONIC LC GATE COMMUNICATION SYSTEM AS PER RDSO SPEC- RDSO/SPN/TC/51/2011 REV-3 OR LATEST THIS INCLUDES INSTALLATION TESTING & COMMISSIONING OF THE SYSTEM MAKE EPSILON OR ANY RDSO APPROVED VENDOR. Make/Brand : GAEC						
15	15	15.00	Numbers	48621.02	729315.30	AT Par	729315.30
	Description:- SUPPLY OF MASTER TELEPHONE OF ELECTRONIC LC GATE COMMUNICATION SYSTEM WITH POWER SUPPLY UNIT AS PER RDSO SPEC- RDSO/SPN/TC/51/2011(REV.3.0)OR LATEST WITH VOICE LOGGING FACILITY WITH LATEST AMENDMENT COMPATIBLE WITH EXSISTING LC GATE COMMUNICATION SYSTEM.THIS INCLUDES INSTALLATION ,TESTING & COMMISSIONING OF THE SYSTEM MAKE EPSILON OR ANY OTHER RDSO APPROVED VENDOR.						
16	16	45.00	Numbers	6044.65	272009.25	AT Par	272009.25
	Description:- SLAVE TELEPHONE OF ELECTRONIC LC GATE COMMUNICATION SYSTEM AS PER RDSO SPEC RDSO/ SPN/TC/51/2011 REV-3 WITH LATEST AMNDT. WITH VOICE LOGGING FACILITY .THIS INCLUDES INSTALLATION,TESTING & COMMISSIONING OF THE SYSTEM.MAKE- EPSILON OR RDSO APPROVED VENDOR						
17	17	8.00	Numbers	18437.32	147498.56	AT Par	147498.56
	Description:- Supply and installation of Solid state Amplifier model TZA-2000, TZA-4000EM make Ahuja or similar, along with one small stand.						
18	18	8.00	Numbers	2158.02	17264.16	AT Par	17264.16
	Description:- Supply of Microphone model 59XLR, make Ahuja or similar.						
19	19	100.00	Metre	32.31	3231.00	AT Par	3231.00
	Description:- Supply of non galvanized iron conduit pipe of size 25 mm dia along with all fixing accessories.						
20	20	16.00	Numbers	2804.59	44873.44	AT Par	44873.44
	Description:- Supply of 20 watts Column speaker with 10 watt tapping, matching transformer and driver unit, make reputed as LBD 8373 of Philips make, SCM-30T of Ahuja make or similar.						
21	21	16.00	Numbers	2034.43	32550.88	AT Par	32550.88
	Description:- Supply of 30 watts Industrial Horn speaker with 5,10,15,20,25 watt tappings, matching transformer and driver unit, make reputed as LBD 8347, 8308 of Philips make, UHC-30XT of Ahuja make or similar.						

22	22	20.00	Pair	23761.07	475221.40	AT Par	475221.40	
	Description:- Supply of 2 Mbps Line termination unit/LAN extender 48V DC/230 V AC operated, as per RDSO spec. no. RDSO/SPN/TC/82/2020 Rev. 2.0 or latest, along with suitable connectors to extend line data over copper cable of 05mm/0.63mm/0.9mm dia. or CAT 5/6 cables.							
23	23	1000.00	Metre	27.25	27250.00	AT Par	27250.00	
	Description:- Supply of Switch board cable: 5 pair x 0.5 mm.							
24	24	1000.00	Metre	54.69	54690.00	AT Par	54690.00	
	Description:- Supply of Switch board cable: 10 pair x 0.5 mm							
25	25	1000.00	Metre	96.36	96360.00	AT Par	96360.00	
	Description:- Supply of Switch board cable: 20 pair x 0.5 mm.							
26	26	1000.00	Metre	49.94	49940.00	AT Par	49940.00	
	Description:- Supply of PVC insulated cable of size 3/0.7 mm twin core annealed copper conductor PVC taped and sealed PVC sheathing should have 400 V grade, having screening factor of 50 Volts per Km to 450 Volt per KM and as per specification no. SWS 1173 or latest under manufacturer guarantee certificate.							
27	27	915.00	Metre	21.99	20120.85	AT Par	20120.85	
	Description:- Supply of UTP CAT-6 cable of reputed make Siemen/ Systemax / D-Link/ Tyco/ Krone/ AMP or similar.							
28	28	500.00	Metre	76.60	38300.00	AT Par	38300.00	
	Description:- Supply of power cable 3 core, 2.5 sq mm, multi strand (36/0.3 mm dia) cable as per IS 694:1990 reaffirmed 1995 or latest suitable for Railway electrification area, shall be of reputed make like Havells, Delton, LAPP, Finolex, or superior.							
29	29	100.00	Metre	130.22	13022.00	AT Par	13022.00	
	Description:- Supply and Installation of PVC channel , with cover, of size 50 mmx 34 mm of 1 mm thickness. The installation to be done as per instructions of site incharge.							
30	30	100.00	Metre	200.74	20074.00	AT Par	20074.00	
	Description:- Supply and Installation of PVC channel , with cover, of size 75 mmx 50 mm of 1.2 mm thickness. The installation to be done as per instructions of site incharge.							
31	31	100.00	Numbers	39.04	3904.00	AT Par	3904.00	
	Description:- Supply of PVC channel of size 20mm X16mm 2 meter long ISI mark.							
32	32	1000.00	Metre	26.46	26460.00	AT Par	26460.00	
	Description:- Supply and fixing of PVC conduit pipe 25 mm with accessories such as bend, tee, coupling, elbow, saddle, clamp, screw, PVC/ wooden plugs etc. on walls, angle or on rail of platform shelter etc. MS clamp made of 3 mm MS flat to be manufactured and supplied and fixed to clamp the PVC pipe or angle/ rail run of platform shelter. The clamp should be painted with red oxide primer over which two coats of aluminium paint to be given. Where ever necessary jumper holes to be made in wall and above PVC pipe threaded and wall to be repaired to its original condition.							
33	33	400.00	Metre	26.38	10552.00	AT Par	10552.00	
	Description:- Supply of paramite battery wire 07 strand each strand of 0.75 mm dia in Red colour.							
34	34	400.00	Metre	26.35	10540.00	AT Par	10540.00	
	Description:- Supply of paramite battery wire 07 strand each strand of 0.75 mm dia in Blue colour.							
35	35	1.00	Numbers	429390.00	429390.00	AT Par	429390.00	
	Description:- Supply of Optical Time Domain Reflectometer (OTDR), operating at 1550 nm and 1310 nm for working on single mode optical fibre as per TEC spec. TEC/GR/TX/OTD - 001/05/SEP-19 or latest, of reputed make							

	like Yokogawa/JDSU/Viavi or similar. Consignee shall approve the supply only after successful demonstration at site.						
36	36	1.00	Numbers	524181.61	524181.61	AT Par	524181.61
	Description:- Supply of Automatic Fusion Splicer for single mode Optical fibre cable, along with accessories as per TEC spec. TEC/GR/TX/OSM - 001/04/SEP-12 or latest of make Superior/Fujikura or similar. Consignee shall approve the supply only after successful demonstration at site.						
37	37	2.00	Numbers	17453.49	34906.98	AT Par	34906.98
	Description:- Supply of Optical Power Meter, type-B, as per TEC spec. GR/OPM-01/03 Feb. 2005 or latest.						
38	38	6.00	Numbers	253.73	1522.38	AT Par	1522.38
	Description:- Supply of FC/PC type connectors of 5/10/20 dB and multiple of 5 dB up to 20 dB.						
39	39	2.00	Set	166867.24	333734.48	AT Par	333734.48
	Description:- Supply of maintenance toolkit with tool bag/box for carrying toolkit to site as per TEC specn no GR/OFT-01/03 with latest amendment, if any. As per list given in technical specification. Design of bag/box to be approved by Consinee of Railway.						
40	40	2.00	Set	15440.93	30881.86	AT Par	30881.86
	Description:- Supply of cable jointing tool kit, with tool box for carrying toolkit to site, as per list given in technical specification. Design of tool box to be approved by Consinee of Railway.						
41	41	15.00	Numbers	1077.18	16157.70	AT Par	16157.70
	Description:- Supply of Krone Tool of reputed make. Contractor will have to get the sample approved by the Consinee of Railway prior to making complete supply.						
42	42	1.00	Numbers	33382.19	33382.19	AT Par	33382.19
	Description:- Supply of transmission measuring set (470,600 & 1120 Ohm impedance) as per RDSO specification no.IRS-TC:78-2000 with latest amenetment complete with tone generator & db meter. Make and model shall be approved by Railway before supply.						
43	43	2.00	Numbers	515223.59	1030447.18	AT Par	1030447.18
	Description:- Supply and testing of Integrated cable route tracer and RFID marker locator of reputed make, Stanley/3M or similar						
44	44	1.00	Numbers	296663.80	296663.80	AT Par	296663.80
	Description:- Supply of cable fault locator for metallic cables such as Railway S&T cables range up to 15Km. to localize underground cable as per Stanlay TS-90 or supperior model. Make and model shall be approved by Railway before supply.						
45	45	1.00	Numbers	98675.19	98675.19	AT Par	98675.19
	Description:- Supply of Rechargeable remote area lighting system, USA make Pelican model 9430 RALS or similar						
46	46	10.00	Numbers	294.49	2944.90	AT Par	2944.90
	Description:- Supply of Navtal lock Godrej Make 50mm.						
47	47	5.00	Kg	1372.85	6864.25	AT Par	6864.25
	Description:- Supply of Resin core 60/40, 18 SWG (Philco/Khosla or similar reputed make)						
48	48	80.00	Numbers	5416.98	433358.40	AT Par	433358.40
	Description:- Supply of 24 fiber optical fiber cable straight joint enclosure (SJC) complete with all accessories along with enclosures with heat shrinkable splice protection sleeve as per RDSO spec. RDSO/SPN/TC68/2014 Revision 1.0, Amndt. 1.0 or latest. Splice losses in no case should be more than 0.1 dB.						
49	49	280.00	Numbers	3307.13	925996.40	AT Par	925996.40

	Description:- Supply of thermo shrink jointing kit as per RDSO Specn. No. IRS: TC 77-2012 (Rev.3.0) with (Amdt.- 1 to 3) or latest, suitable for 6 Quad/jelly filled cables for straight through/derivation joints. It includes supply of all the accessories, without transformer						
50	50	120.00	Numbers	14.99	1798.80	AT Par	1798.80
	Description:- Supply of PVC adhesive steel grip tape in roll of 8 mtr long with width 18mm thick 0.125 mm.						
51	51	70.00	Numbers	1284.80	89936.00	AT Par	89936.00
	Description:- Supply of Walco tape - self winding, anti-corrosive - 38mm (W) X 9M (L).						
52	52	60.00	Set	3314.61	198876.60	AT Par	198876.60
	Description:- Supply of Thermo Shrinkable straight through joint suitable for making straight through/deviation joint for underground jelly filled cable, with all accessories as per RDSO Specn. No. IRS:TC57-2015(Rev-1.0) with Amdt-1 or latest amendment with all accessories for 10 pair/20 pair PIJF cables, 0.63 mm dia conductor. Inspection by RDSO						
53	53	215.00	Numbers	19589.26	4211690.90	AT Par	4211690.90
	Description:- Supply of Apparatus Case/Location Box Half as per RDSO drg. no. RDSO/S-11507 or latest, with 'E' type lock and key ward no. 42, . The key and handle should be supplied at the rate of one no. per four Apparatus cases. The 'E' type key lock is as per RDSO drg. no.SA 3376/M or latest and Key is as per Drg. No. 3377/M or latest. Note: This item includes the supply of 2 Nos E Type Lock fitted on both doors, along with two Keys.						
54	54	230.00	Kilometre	75559.78	17378749.40	AT Par	17378749.40
	Description:- Supply of permanently lubricated HDPE duct, 40 mm outer dia, as per RDSO spec. No. RDSO/SPN/TC/45/2013 Rev.2 Amndt.2 or latest, along with all accessories like end caps, collars, bends, couplers etc.						
55	55	90.00	Numbers	37.01	3330.90	AT Par	3330.90
	Description:- End plug (for Item No.54)						
56	56	90.00	Numbers	50.49	4544.10	AT Par	4544.10
	Description:- Cable sealing plug (for Item No.54)						
57	57	230.00	Numbers	50.49	11612.70	AT Par	11612.70
	Description:- Plastic couplers-slip fit/push fit type (for Item No.55)						
58	58	8000.00	Metre	645.88	5167040.00	AT Par	5167040.00
	Description:- Supply of Double Walled Corrugated (DWC) Pipe/duct with associated collars etc. as per RDSO Specification No. RDSO/SPN/204/2011 or latest anti-rodent & anti-oxidant and non flame propagating type in 6 meters straight length and of size 120 mm outer dia,& 103.5 mm inner dia. (The manufacturers, suppliers must produce valid IS license and should be certified under ISO 9000 and shall submit copy of certificate). One coupler with suitable rubber O-ring should be supplied with every 6m of pipe length.(The total quantity of above items is equal to no. of pipes supplied.) DWC pipe shall be marked at every 1 mtr length in such a way that manufacturer's name, vendor name and year of manufacture can be easily identified.						
59	59	2500.00	Metre	975.59	2438975.00	AT Par	2438975.00
	Description:- Supply of Medium class GI pipes 100 mm dia (4.5 mm thickness) with thread collars as per IS 1239 (Part 1) 2004 or latest with coupling on culverts/bridges, perforated at a distance of 20 cm or less with 10 mm dia hole, or at any other locations as decided by Site Engineer. It includes supply of all material required for fixing arrangement. Contractor will also supply flexible/corrugated HDPE pipe at the end of GI pipe to protect the cables from sharp edges and sudden bends.						
60	60	205.00	Numbers	2980.19	610938.95	AT Par	610938.95
	Description:- Supply of FRP material based EC socket box as per RDSO specification. No. RDSO/SPN/TC/44/2002 Version-2 with (Admt.1 to 3.						
61	61	205.00	Numbers	436.55	89492.75	AT Par	89492.75
	Description:- Supply of 6-pin emergency socket flat type as per specs no. IRS:TC: 42/87 with Amdt-1 to 3.						

62	62	20.00	Numbers	3244.70	64894.00	AT Par	64894.00	
	Description:- Supply of 4/2 wire portable emergency telephone as per specs. IRS:TC/75/99 with Amdt-4 or latest amendment with 6 pin plug as per specification no. IRS:TC-42/87 with amendment-1 to 3 or latest.							
63	63	1.00	Numbers	113068.26	113068.26	AT Par	113068.26	
	Description:- Supply of Digital Clamp Earth tester/meter, with memory storage facility, make Motwane/Meco/Fluke or better.							
64	64	1.00	Numbers	15436.30	15436.30	AT Par	15436.30	
	Description:- Supply of Insulation resistance tester, 10 Mega ohms, 100V DC, hand generator type. Make Meco/Motwane/Waco or similar.							
65	65	7.00	Numbers	61163.44	428144.08	AT Par	428144.08	
	Description:- Supply & installation of 4 wire Emergency Control Head Quater equipment complete with micro phone.Loude speaker and other accessories as per RDSO Specification No.IRS:TC: 61/93 (Adm-1 & 2).							
66	66	100.00	Numbers	171.14	17114.00	AT Par	17114.00	
	Description:- Supply and Installation of RJ-45 patch cord, seven feet long, of reputed make like Molex or similar, with 02 no. of RJ-45 connectors for every patch cord.							
67	67	16.00	Numbers	18500.98	296015.68	AT Par	296015.68	
	Description:- Supply of 8 port Gigabit Lite Managed PoE Layer 2 Switch supports 8 Nos 10/ 100/1000BASE-T ports, along with 2 Gigabit SFP ports, green-saving technologies, make model DG-GS1510HPL DIGISOL / CISCO/JUNIPER or superior.							
68	68	10.00	Numbers	45752.89	457528.90	AT Par	457528.90	
	Description:- Supply, testing and commissioning of 24 port, Gigabit Ethernet switch, POE Layer-2, along with optical ports, SFP, cable and all accessories of reputed make as Cisco/D-Link/HP or similar.							
69	69	45.00	Numbers	76085.71	3423856.95	AT Par	3423856.95	
	Description:- Supply and Installation of Fibre distribution management system as per RDSO spec. RDSO/SPN/TC/37/2020 Revision 4.0 or latest.It includes the supply of 19"42U rack with mounting arrangement. It will also include all installation material, splicing, termination, testing of all 2 x 24 fibres.							
70	70	9.00	Numbers	64644.72	581802.48	AT Par	581802.48	
	Description:- Supply, Installation and commissioning of Class-B encapsulated type Lightning current arrestor. The parameters shall be as per RDSO specification no. RDSO/SPN/TC/98/2011, Rev.0, Amndt. 1, or latest, with visual indication and potential free contacts.							
71	71	45000.00	Numbers	4.25	191250.00	AT Par	191250.00	
	Description:- Supplying and placing of one layer of quality bricks of standard size and of 'B' grade of the local make and spreading on cables laid.(minimum size of brick 200mm X 100mm X 70mm)							
72	72	20.00	Numbers	4833.09	96661.80	AT Par	96661.80	
	Description:- Supply & installation of cable termination box for 26 conductors 0.6-0.9 sqmm with screw type terminals consisting of all parts complete of PHONICS/WAGO contact make or smilar. Fixing of DP to be done as per instruction of railway supervisor at site.							
73	73	50.00	Numbers	6124.41	306220.50	AT Par	306220.50	
	Description:- Supply and fixing of 50 pair Krone termination DP duly fitted with disconnection type.							
74	74	70.00	Numbers	1536.65	107565.50	AT Par	107565.50	
	Description:- Supply & fixing of krone type CT boxes : 10 pair							
75	75	80.00	Numbers	2411.45	192916.00	AT Par	192916.00	
	Description:- Supply & fixing of krone type CT boxes : 20 pair							
76	76	20.00	Numbers	2176.35	43527.00	AT Par	43527.00	

	Description:- Supply and installation of 20 pair CT box with disconnection facility, made of FRP.						
77	77	215.00	Numbers	3394.73	729866.95	AT Par	729866.95
	Description:- Supply and installation of earth electrode as per standard practice and as per NCR Drawing no. S&T/CONST/6.4/97. It includes supply of GI pipe of 3m length. It includes connecting the earth electrode to the equipments which are required to be earthed including digging of earth pit 3 mtr deep and fixing earth electrode pipe, casting of cement concrete enclosure with cover (cover as per drawing no. S&T/CONST/6.3/97. It includes installation of 7 strand GI wires as earth lead wires, supported on MS flat size 5mm x 40 mm, soldering and nut bolt both, one end of both earth lead wire and MS flat to earth electrode and other end to Location boxes, block equipments, power equipments, cable sheath, signals etc. as per site requirement and as per instructions given by engineer incharge.						
78	78	20.00	Numbers	5095.40	101908.00	AT Par	101908.00
	Description:- Supply of CO2 type fire extinguisher capacity 4.5 Kg capacity ISI marked, with all accessories, operating temperature (-30)° to (50)° for class 13 B type of fire with 1 meter long hose pipe fitted with PVC bend horn, with carrying handle and wall mounting bracket, complete in all respect. It should conform to IS 2878:2004. Extinguisher certificate has to be supplied along with the item.						
79	79	4600.00	Numbers	422.06	1941476.00	AT Par	1941476.00
	Description:- Supply and fixing of RCC cable route marker, made with concrete in the ratio 1:3:6, engraved "NCR" "S&T" on top portion and painted on both sides, along the route at every 50 meter and at route diversion. The cable marker is to be fabricated as per RDSO drawing no. SDO/cable laying/020, issued vide RDSO document no. RDSO/SI/G/2010 Version 1.1 dated 04.02.2014, or latest. The fixing work is to be done as per extant practice of NC Railway and as per Railway site supervisor incharge.						
80	80	30.00	Set	27939.97	838199.10	AT Par	838199.10
	Description:- Supply of basic material to construct unit maintenance free earth as per RDSO Specs. No. RDSO/SPN/197 Ver. 1.0 or latest to achieve a resistance less than 1 ohm. It consist of following: (a) Copper bonded steel electrode of minimum 3.0 meter long, minimum 17.0 mm dia with copper bonding thickness of minimum 250 microns and UL listed and marked = 1 No. (b) Earth enhancement material supplied in sealed bags of minimum 10 kg = 3 Nos. (c) Copper strip of 150x25x6 mm, to terminate earth rod = 1 No. (d) Copper strip of 300x25x6 mm (MEEB) = 1 No. (e) Copper strip of 150x25x6mm (SEEB) = 1 No. (ii) Supply of 35 sq. mm multi strand single core PVC insulated copper cable as per IS: 694 for connecting main earth electrode to MEEB in the equipment room in duplicate.(minimum 10 meter.) (iii) Supply of 16 sq. mm multi strand single core PVC insulated copper cable as per IS: 694 for connecting MEEB to SEEB and SPD to MEEB (minimum 10 meter.) (iv) Supply of 10 sq. mm multi strand single core PVC insulated copper cable as per IS: 694 for connecting various equipments to SEEB (v) Supply of copper lug sleeve for 3/16 cable						
81	81	30.00	Pair	32400.83	972024.90	AT Par	972024.90
	Description:- Supply of 2.048 Mbps, Managed SHDSL modems, as per RDSO spec. No. RDSO/SPN/TC/80/2020, Rev.2.0 or latest with suitable connector. A pair consists of V.35 and G.703 interfaces.						
82	82	20.00	Pair	23761.07	475221.40	AT Par	475221.40
	Description:- Supply of 2 Mbps Line termination unit/LAN extender 48V DC/230 V AC operated, as per RDSO spec. No. RDSO/SPN/TC/82/2020 Rev. 2.0 or latest, along with suitable connectors to extend line data over copper cable of 0.5mm/0.63mm/0.9mm dia. or CAT 5/6 cables.						
83	83	9.00	Numbers	82203.97	739835.73	AT Par	739835.73
	Description:- Supply of 2 Mbps Router, 2 LAN/4 WAN port, 230V AC operated, as per RDSO spec.No. RDSO/SPN/TC/84/2008 Rev. 0 or latest, along with connecting cables, connectors etc. for connecting to the ethernet devices, of reputed make like Cisco/Dlink or better						
84	84	30.00	Numbers	5114.90	153447.00	AT Par	153447.00
	Description:- Supply of Universal 2 wire/4 wire way station DTMF control Telephone, as per RDSO spec. No. IRS: TC:82-2005, (with Amd. 3 or latest.						
85	85	30.00	Pair	10083.89	302516.70	AT Par	302516.70
	Description:- Supply of Single Mode Single fiber Managed Media Converter (Ethernet & E1 to Optical vice versa) Pair and all the accessories required for their installation as per RDSO Spec No RDSO/SPN/TC/103/2013 Rev.2 or latest Inspection: RDSO						
86	86	30.00	Numbers	3907.53	117225.90	AT Par	117225.90
	Description:- Supply of Power supply unit for 2W/4W way side control phone equipment along with 12V/7AH sealed maintenance free battery as per RDSO spec.No. TC 72-97 Amendment- 1 or latest.						
87	87	5.00	Numbers	195149.29	975746.45	AT Par	975746.45
	Description:- Supply of 2 Mb programmable primary digital Drop insert Multiplexer operating on 48 Volts DC complete as per specification RDSO/TC-68/2004 with latest amendments applicable on the date of opening of the tender, with conference facility and other stipulations of tender document fully wired and equipped for 30 channels complete						

	with power supply card, remote control, supervision facility and all other accessories, installation materials, manuals etc. It should have the facility to accommodate data interface card in multi drop mode and should be able to support card needed for video conferencing and ISDN. It shall also support NMS operations from local/remote locations. The Chassis shall support 4 E1 cards. The above MUX should be equipped with following cards : - (i) 2W/4W E&M VF interface cards, for 16 ckts. /Mux. (ii) Subscriber loop interface cards, for 12 ckts. /Mux. (iii) WAN based data interface cards Note: The existing NMS software is WEBFIL super-net Management System Ver.3.0 If the existing NMS software can support for its all functionality with the make of the above item supplied by the contractor then it is O.K. otherwise the item shall also includes supply, installation, testing and commissioning of NMS software at the cost of the contractor.						
88	88	1.00	Numbers	87110.57	87110.57	AT Par	87110.57
	Description:- Supply of 48 Volt/200 AH maintenance free VRLA Batteries duly charged as per IRS Spec. No. S- 93/96(A) (Amd.1) or latest, with intercell connectors consisting of 24 cells of 2V each.						
89	89	9.00	Numbers	10486.86	94381.74	AT Par	94381.74
	Description:- Supply, installation of 19"12Urack with transparent glassdoor with accessories like fans& tray etc.						
90	90	20.00	Numbers	488.15	9763.00	AT Par	9763.00
	Description:- Supply of Electronic push button Telephone with CLIP facility as per technical specification on Annexure "F".						
91	91	1.00	Numbers	70231.14	70231.14	AT Par	70231.14
	Description:- Supply and installation 55-inch UHD Monitor 4K. (Detailed specification in tender document)						

S.No.	Item Code	Item Qty	Qty Unit	Unit Rate	Basic Value	Escl.(%)	Amount	Bidding Unit
Schedule 02-Execution items							50135862	Above/ Below/Par
	5	30.00	Set	9276.29	278288.70	AT Par	278288.70	
5	Description:- Installation of Unit Maintenance Free Earth to achieve a resistance less than 1 ohm as supplied under item no. 13002 of Chapter 13 of SOR. It includes (i) Digging the earth to the required depth. (ii) Insertion of electrode. (iii) Filling of earth enhancing compound (Approx.30 Kg) (iv) Provision of exothermic weld connections to copper tape of 25 mm x 6 mm x 150 mm to the earth electrodes. All material tools and features required for weld will be arranged by contractor. (v) This is also includes CC cover 1.5 ft x 1.5 ft . 1 ft wall thickness 2 inch with cover 3 inch thickness. Cables 35 Sq mm/ 16 Sq mm/10 sq mm for connecting earth to busbar, busbar to busbar and busbars to various equipments. Earth electrode of 17.20 mm dia and 3.00 meter long high tensile low carbon steel circular rods molecularly bonded with copper and outer surface (minimum copper bonding thickness of 250 microns to made requirement of under writer's laboratories (UL) 467-2007 or latest. Copper strips of 150 mm x 25 mm x 6 mm to be welded with each earth electrode, copper strips of 300 mm x 25 mm x 6 mm for main equip- potential busbar, copper strips of 150 mm x 25 mm x 6 mm sub equip-potential busbar in relay room, power room and panel room. GI strip 25 mm x 2 mm for ring formation of earth pits Earth enhancement material in bags for each Earth Electrode. Inspection chamber of site 300 mm x 300 mm x 300 mm (Inside dimension) of approximate 50 mm thick with pulling hooks to cover the earth pits. Note: The installation of this item shall be carried out by the contractor as per RDSO Specn. No. RDSO/SPN/ 197 Ver 1.0 or latest. Typical RDSO approved drawings referred in the RDSO specification document are : (i) SDO/RDSO/ E&B/001 for typical installation of Earth, (ii) SDO/RDSO/E&B/002 for typical bonding and earthing connections, (iii) SDO/RDSO/E&B/003 for typical arrangement for earth resistance measurements. Cables 35 Sq mm/ 16 Sq mm/10 sq mm for connecting earth to busbar, busbar to busbar and busbars to various equipments. Earth electrode of 17.20 mm dia and 3.00 meter long high tensile low carbon steel circular rods molecularly bonded with copper and outer surface (minimum copper bonding thickness of 250 microns to made requirement of under writer's laboratories (UL) 467-2007 or latest. Copper strips of 150 mm x 25 mm x 6 mm to be welded with each earth electrode, copper strips of 300 mm x 25 mm x 6 mm for main equip-potential busbar, copper strips of 150 mm x 25 mm x 6 mm sub equip-potential busbar in relay room, power room and panel room. GI strip 25 mm x 2 mm for ring formation of earth pits Earth enhancement material in bags for each Earth Electrode. Inspection chamber of site 300 mm x 300 mm x 300 mm (Inside dimension) of approximate 50 mm thick with pulling hooks to cover the earth pits. Note: The installation of this item shall be carried out by the contractor as per RDSO Specn. No. RDSO/SPN/ 197 Ver 1.0 or latest. Typical RDSO approved drawings referred in the RDSO specification document are : (i) SDO/RDSO/ E&B/001 for typical installation of Earth, (ii) SDO/RDSO/E&B/002 for typical bonding and earthing connections, (iii) SDO/RDSO/E&B/003 for typical arrangement for earth resistance measurements.							
01	01	9.00	Numbers	5480.96	49328.64	AT Par	49328.64	
	Description:- Installation, wiring, testing and commissioning of SMPS based, FR-FC-BC Battery Charger, for Telecom use including ultra isolation transformers. It also includes the cost of DC bus bar of 48V DC/power wire and connection of power supply to the equipments with wire of suitable gauge as directed by site engineer including casing/capping. The work includes supply of battery rack, MCBs, battery cable and battery lugs and other accessories required for installation of power plant. All material required for commissioning to be arranged by contractor.							
02	02	11.00	Numbers	9046.98	99516.78	AT Par	99516.78	
	Description:- Installation of cable termination rack panel fitted with 12 no. of 32 way U link feed panel, wiring of isolation transformer, termination of UTP/STP and underground cables on U link feed panel, earthing of panel. All wiring material to be supplied by contractor.							
03	03	8.00	Numbers	4859.05	38872.40	AT Par	38872.40	
	Description:- Installation, testing and commissioning of 25 Watt VHF synthesised trans receiver set, at Railway station, including all blacksmith and masonry work as per Railway Engineer at site. Required GI pipe shall be supplied by the contractor in size 6 mtr/1500 mm length, 50 mm/40 mm dia as per requirement at site.							
04	04	8.00	Numbers	4949.60	39596.80	AT Par	39596.80	
	Description:- Installation of PA system at Railway station as per instructions of railway site engineer incharge. The required cable, conduit, Amplifier and equipment shall be supplied by Railways. Cable shall be laid in proper conduit.							
06	06	340.00	Numbers	1655.45	562853.00	AT Par	562853.00	
	Description:- Installation of thermo shrink jointing kit as per RDSO Specn. No. IRS: TC 77-2012 (Rev.3.0) with (Amdt.-1 to 3) or latest, suitable for 6 Quad/jelly filled cables for straight through/derivation joints. It includes supply of all the accessories, without transformer							
07	07	80.00	Numbers	11816.02	945281.60	AT Par	945281.60	
	Description:- Splicing of 24 core optic fibre cable and making the splicing joint with contractor's own machine and tools. Joint should be prepared in such a way that the top of the enclosure should be at a depth of minimum 1.2 mtr and the enclosure should be covered with soft soil and bricks. Splice loss of each fibre should be less than 0.05 dB.							

	08	95.00	Numbers	6155.68	584789.60	AT Par	584789.60	
08	Description:- Construction of OFC jointing pit of size 1mx1mx0.6m, using bricks, sand and cement in the ratio 1:3. The thickness of the wall shall be 120 mm. The top cover shall be of concrete of thickness 75 mm with two iron handles on top of it. The pit shall be covered with sand after putting the joint enclosure. All construction material to be supplied by contractor.							
	09	100.00	Metre	12.94	1294.00	AT Par	1294.00	
09	Description:- Fixing of non galvanized iron conduit pipe on/across the walls platforms bridge portion and wherever required as per directions of site in change of Railways.This also includes repairing of wall/platform to restore it back in original condition at the contractos own cost for man & material. Including supply of hooks/clamps at 1.5 Mtrs. length.							
	10	215.00	Numbers	10163.86	2185229.90	AT Par	2185229.90	
10	Description:- Excavation, casting, curing of foundation and Installation and Erection of Apparatus case Half (App. Case as per RDSO drg. no. RDSO/S-11507 or latest) with contractor's own frame, cement and other material in the ratio 1:3:6.'E' type lock to be supplied and installed with App. case.This includes filling of location foundations with river bed sand and plastering on top with a mixture of 1:4 of cement and sand. It covers fixing of lamp holder , switch and lamp etc. in Apparatus Case.							
	11	30.00	Numbers	2534.07	76022.10	AT Par	76022.10	
11	Description:- Writing work of cable termination details of 6-quad, OFC, PIJF cables & equipments details at OFC Room/Cable hut & Station Building and wherever necessary as per direction of Engineer incharge.							
	12	9.00	Numbers	145.69	1311.21	AT Par	1311.21	
12	Description:- Installation of Antistatic mats of size 1 mtr x 0.75 mtr and 3 mm thickness.							
	13	200000.00	Metre	63.54	12708000.00	AT Par	12708000.00	
13	Description:- 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, issued vide RDSO document no. RDSO/SI/G/2010 Version 1.1 dated 04.02.2014 or latest, alongside the track in normal soil/strata (including soft rock), conforming to distances as per cable route plan and refilling and ramming of loose soil. 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 Central Railway and instructions of Railway Engineer at site. In case the full depth is not available, there shall be no proportionate payment and after the approval of minimum JAG officer, the concreting shall be done as per the RDSO drawing no.SDO/Cable laying/008, issued vide RDSO document no. RDSO/SI/G/2010 Version 1.1 dated 04.02.2014 or latest.							
	14	4000.00	Metre	86.34	345360.00	AT Par	345360.00	
14	Description:- Excavation of cable trench as per cable route plan, 1.2 meter deep and of 0.3meter to 0.6 meter wide at bottom as per RDSO sketch No. SDO/CABLE LAYING/003, issued vide RDSO document No. RDSO/SI/G/2010 Version 1.1 dated04.02.2014 or latest, alongside the track in Rocky soil, conforming to distances as per cable route plan and refilling and ramming of loose soil. Th is work includes clearing of route from bushes etc, covering of cable laid in trench by looses oil for a layer of 50mm thickness approximately before covering by bricks. The work shall be done as per the extant practice on North Central Railway and instructions of Railway Engineer at site. In case the full depth is not available, there shall be no proportionate payment and after the approval of minimum JAG officer, the concreting shall be done as per the RDSO drawing No. SDO/Cable laying/008, issued vide RDSO document No. RDSO/SI/G/2010 Version1.1 dated 04.02.2014 or latest.							
	15	8000.00	Metre	1065.63	8525040.00	AT Par	8525040.00	
15	Description:- Horizontal Boring/Manual moling without damage to surface road /track for laying /insertion of DWC/GI/HDPE pipe. The bore shall be done at the depth of minimum 1400 mm from the ground level. The ground level shall be considered ignoring the bank height of the bank of the road. Note:- DWC/HDPE/GI Pipe Supply is not covered under this item. Contactor shall provide all material required for work 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. Payment of boring shall be made only after DWC/HDPE/GI pipe is laid in the bore.							
	16	2000.00	Metre	156.28	312560.00	AT Par	312560.00	
16	Description:- Cutting of all types of platforms/road crossing and trenching and excavation to a width and depth of 300 mm x 300 mm, laying of DWC/HDPE/GI pipe in the trench and refilling and concreting it afterwards as per original condition. In hard rocky ground area , cables will be laid normally on layer of soft earth of 0.05 mtrs thickness previously deposited at bottom of the trench . The cutting to be filled and finished with cement/concrete, as per the RDSO drawing no.SDO/Cable laying/008, issued vide RDSO document no. RDSO/SI/G/2010 Version 1.1 dated 04.02.2014 or latest.							
	17	230000.00	Metre	6.73	1547900.00	AT Par	1547900.00	
17								

	Description:- Laying of S&T Cables of various cores/ pairs/ quads in trenches/ GI pipes/ RCC pipes/ DWC pipes etc. as per the site requirement and as per approved cable route plan. This also includes laying of cables in track crossings & road crossings.(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.						
	18	2000.00	Metre	1293.65	2587300.00	AT Par	2587300.00
18	Description:- Transportation of HDT machine with accessories including handing of stores materials preparation of site and boring for placing and supply of one number 110 mm dia HDPE pipe for crossing of S&T cables together at bridges/culverts track pucca road crossing boring trench shall be 3 Mtr below the river bed and 1 mtr below the track/road/pucca road crossing area. this includes supply of accessories for HDPE pipes cost of fuel and all other items which will be required for laying of cables through it. The work shall be executed as per instruction of site engineer. The rate includes laying of cable through the pipe laid by HDT machine boring upto the length of 150mtrs.						
	19	230.00	Kilometre	7960.38	1830887.40	AT Par	1830887.40
19	Description:- Laying of HDPE duct as per the approved cable route plan in the excavated trenches/other protected works/RCC channel etc. including all accessories like end caps, collars, bends, couplers etc. The ends of the duct to be sealed withend plugs till OFC blowing is done. Important: The laying of OFC cable independently or along with Quad cable/PIJF cable in the same trench shall be governed by the RDSO drawings No. RDSO/TCDO/COP-6(a) and RDSO/TCDO/COP-8 (a) respectively, issued vide Chapter-XIII of the Telecomm Manual.						
	20	230.00	Kilometre	16814.52	3867339.60	AT Par	3867339.60
20	Description:- Blowing/drawing of OFC cable in the HDPE pipe duct and protective work already provided in the trench. The cable shall be laid only after the successful completion of the DIT (Duct Integrity test). The DIT should be certified by the Railway engineer at site. All the equipments /machinery required shall be arranged by the contractor.						
	21	2500.00	Metre	348.52	871300.00	AT Par	871300.00
21	Description:- Laying and fixing of Medium class GI pipes 100 mm dia (4.5 mm thickness) as per IS 1239 (Part 1) 2004 or latest with coupling on culverts/bridges, perforated at a distance of 20 cm or less with 10 mm dia hole, or at any other locations as decided by Site Engineer. The GI pipe is to be filled with chattered compound. It includes supply of all material required for fixing arrangement. Contractor will also supply flexible/corrugated HDPE pipe at the end of GI pipe to protect the cables from sharp edges and sudden bends. The laying and fixing to be done as per RDSO drawings no. SDO/cable laying/011 and SDO/cable laying/012, issued vide RDSO document no. RDSO/SI/G/2010 Version 1.1 dated 04.02.2014, or latest						
	22	1.00	Job	119510.20	119510.20	AT Par	119510.20
22	Description:- Testing & Commissioning of entire OFC link with NMS. This work includes testing of all fibers of the optical fiber cable in each cables hut as per test protocol for optic fiber with contractors own measuring tools and equipments and vehicle to prepare measurement record in folder duly signed by contractor and Railway site incharge.						
	23	1.00	Job	259158.90	259158.90	AT Par	259158.90
23	Description:- Testing & Commissioning of entire Telecom system on 6 Quad cable.This work includes testing of all conductors in each cable hut as per test protocol for 6 quad cable with contractor's own measuring tools and equipments and vehicle to prepare measurment record in folder duly signed by contractor and Railway site incharge.						
	24	230.00	Kilometre	1143.22	262940.60	AT Par	262940.60
24	Description:- Preparation of final built cable route plan (6 QUAD and OFC cable) on Autocad for the section.This includes supply of necessary documents on tracing paper along CD (3 nos) with five prints of cable route plan, jointing locations, cable / OFC hut wiring diagram etc.						
	25	205.00	Numbers	392.04	80368.20	AT Par	80368.20
25	Description:- Earthing of armour of jelly filled underground cable the earth to be extended from the earth electrode to the armouring of the cable and telecom equipments like battery charger, control equipments etc.						
	26	70000.00	Kilometre	53.76	3763200.00	AT Par	3763200.00
26	Description:- Loading, Transportation/Carriage and Unloading of various S&T material by a 9 MT truck, from/to the consignee depot to/from various locations, as decided by the Railways.						
	27	915.00	Metre	44.40	40626.00	AT Par	40626.00
27							

	Description:- Laying of UTP/STP CAT-6 cable/power cable in PVC casing capping of appropriate size. The work also includes supply and fixing of casing and capping, fixing and connection of patch panel, fixing of CAT-6 cable with RJ 45 connectors. Work to be done as per instructions of site incharge.							
28	28	150000.00	Kilometre	33.50	5025000.00	AT Par	5025000.00	
	Description:- Transportation of less/heavy material and manpower including supply & running of one MUV to the sites of work as per requirement & direction of site incharge along with driver. The rate includes all taxes, licence fee, road permit, driver wages, fuel, repair & maintenance cost etc. complete in all respect.							
29	29	500.00	Cum	285.68	142840.00	AT Par	142840.00	
	Description:- Cross trench for identification of route of existing signalling and telecom cables							
30	30	215.00	Numbers	610.07	131165.05	AT Par	131165.05	
	Description:- Painting of two coats of Enamel paint over one coat of Red Oxide primer after scrapping and cleaning of the surface. Paint to be of reputed make Asian/Dulux/ Berger or similar. Apparatus Cases inside and outside to be done by Silver colour. (Apparatus Case Half)							
31	31	215.00	Numbers	84.18	18098.70	AT Par	18098.70	
	Description:- Lettering and Numbering of all S&T gears like Signals, Loc. Boxes, Pt. Machines, TLJBs, Block joints etc. Each item to be taken as one unit.							
32	32	30.00	Numbers	897.05	26911.50	AT Par	26911.50	
	Description:- Cutting of armour of already laid OFC cable							
33	33	205.00	Numbers	2783.56	570629.80	AT Par	570629.80	
	Description:- Fabrication and erection of emergency Rail post complete with emergency socket box made of FRP material as per spec no. RDSO/SPN/TC/44/2002 Ver.2 (with latest amdt) and its wiring alongside the Rail track at locations to be indicated by the engineer (Rail post shall be supplied by Railway and issued to the contractor for execution. Contractor has to cut Rail into required sizes and transport to site). All other items shall be supplied/arranged by the contractor.							
34	34	205.00	Numbers	551.87	113133.35	AT Par	113133.35	
	Description:- Fixing of emergency socket box made of FRP material as per spec no. RDSO/SPN/TC/44/2002 Ver.2 (with latest amdt) at locations to be indicated by the site engineer . Emergency socket will be supplied by Railway. All other items shall be supplied/arranged by the contractor.							
35	35	205.00	Numbers	779.88	159875.40	AT Par	159875.40	
	Description:- Painting of emergency socket assembly/rail post by applying one coat of red oxide as a base colour and then painting the assembly as per Zebra painting in white & black colours, the width of each strip shall be 100mm. All material including paint shall be supplied by contractor.							
36	36	3600.00	Numbers	104.04	374544.00	AT Par	374544.00	
	Description:- Painting of telephone mark with indicating arrow, indicating the location of nearest emergency socket on the hector meter post /OHE mast installed alongside the Railway Track. All material including paint shall be supplied by contractor.							
37	37	17.00	Numbers	423.87	7205.79	AT Par	7205.79	
	Description:- Fixing of EC socket assembly complete with termination of 6 quad, PIJF derivation cable on the strip of 6 pin EC socket box on a good quality laminated board at SM/TSS/any building, where ever necessary as per instructions of site engineer at site. The work include metallic portion of the socket assembly using black enamel paint.							
38	38	5.00	Man-Days	4968.26	24841.30	AT Par	24841.30	
	Description:- Training of Railway Personal on SDH&PDH equipment as per detailed training schedule issued by Engineer incharge.							
39	39	35.00	Numbers	3605.64	126197.40	AT Par	126197.40	
	Description:- Taking all type of cables inside station building. Relay room, OFC room, UTS/PRS room ,SSP/FP and location boxes etc and sealing of cable entry point as per instruction of side engineer and contractors own man power and material.							
40	40	1.00	Job	894072.60	894072.60	AT Par	894072.60	
	Description:- Supervision and maintenance of OFC system for a period of one year from the date of one year from the date of commissioning of whole system (Link) duly certified by Executive in charge and Dy.CSTE/Const/AGC							
41	41	9.00	Numbers	33007.11	297063.99	AT Par	297063.99	

	Description:- Installation, wiring, testing & commissioning of managed SDH (STM-1 Add/Drop MUX and upgradeable to STM-4) equipment's, with all accessories and power supply connections, fixing of ladder etc. in OFC/Relay room.							
42	42	10.00	Numbers	18387.82	183878.20	AT Par	183878.20	
	Description:- Installation, programming, wiring and commissioning of Primary drop insert MUX (PD MUX) with all accessories. This also includes all power supply connections, surge and lightning protection arrangements, wiring inside the racks and indoor krone box, fitting of ladder, wiring up to Krone/CT box, connecting all pigtails, optical patch cords etc to the SDH equipment's. This also includes connection of SDH and primary MUX equipment with all interface cards to the 48V Bus including supply of wires and connectors termination of all E1s on DDF taking PVC cable over runway or a wall and termination of VF interface circuit to the Krone type.							
43	43	1000.00	Metre	18.40	18400.00	AT Par	18400.00	
	Description:- Laying of Data cable/Communication cable/Power cable etc. in PVC conduit							
44	44	30.00	Numbers	1169.43	35082.90	AT Par	35082.90	
	Description:- Installation, testing and commissioning of 4 wire way station equipment with necessary mounting arrangement on standard 19"rack. It includes the supply of all wiring material such as casing,capping,10/20 pair indoor cable and wiring between way station equipment and termination box etc.							

PROFORMA FOR PERFORMANCE BANK GUARANTEE

(On Stamp Paper of ₹ One Hundred)

To,
General Manager (Mktg),
RailTel Corporation of India Limited, Northern Region,
6th Floor, 3rd Block, Delhi IT Park, Shastri Park, New Delhi-110053

CoR Tender Ref. No.: SIG-WS-Contract-AGC-93A dated 15-09-2022 on IREPS Portal

1. In consideration of the RailTel Corporation of India Limited (CIN: L64202DL2000GOI107905), having its registered office at Plate-A, 6th Floor, Office Block Tower-2, East Kidwai Nagar, New Delhi – 110023 (herein after called “RailTel”) having agreed to exempt(CIN :) having its registered office at (hereinafter called “the said Contractor”) from the demand, under the terms and conditions of Purchase Order No.dated made between RailTel and for (hereinafter called “the said Agreement”) of security deposit for the due fulfilment by the said Contractor of the terms and condition contained in the said Agreement, or production of a Bank Guarantee for Rs. (Rs. Only). We (indicate the name and address and other particulars of the Bank) (hereinafter referred to as ‘the Bank’) at the request ofcontractor do hereby undertake to pay RailTel an amount not exceeding Rs. (Rs Only) against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor of any of the terms or conditions contained in the said Agreement.

2. We, the Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount is claimed is due by way of loss or damage by the said Contractor of any of terms or conditions contained in the said Agreement 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 (Rs.. Only).

3. We, the Bank undertake to pay the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceedings 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 shall have no claim against us for making such payment.

4. We, the Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the RailTel under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till RailTel certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor and accordingly discharges this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before We shall be discharged from all liability under this Guarantee thereafter.

5. We, the Bank further agree with the RailTel that the RailTel shall have fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the Agreement or to extend time or to postpone for any time or from time to time any of the powers exercisable by the RailTel against the said Contractor and to forbear 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 to the said Contractor or for any forbearance, act or omission on the part of RailTel or any indulgence by the RailTel to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

This Guarantee will not be discharge due to the change in the constitution of the Bank or the Contractor.

(..... indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of RailTel in writing.

Dated the Day of 2021 for (Name of Bank)

In the presence of Witnesses:

1. Signature With Date Name

2. Signature With DateName

Encl: SFMS PBG Report

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this “Agreement”) is made and entered into on this ____ day of __, 2021 (the “Effective Date”) at _.

By and between

RailTel Corporation of India Limited, (CIN: L64202DL2000GOI107905), a Public Sector Undertaking under Ministry of Railways, Govt. of India, having its registered and corporate office at Plate-A, 6th Floor, Office Block, Tower -2, East Kidwai Nagar, New Delhi-110023 & Northern Region office at 6th Floor, 3rd Block, Delhi IT Park, Shastri Park, New Delhi - 110053, (hereinafter referred to as 'RailTel'), which expression shall unless repugnant to the context or meaning thereof, deem to mean and include its successors and its permitted assignees of the ONE PART,

And

_____) (CIN: _____), a company duly incorporated under _____ the provisions of Companies Act, having its registered office at _____, (hereinafter referred to as '_____'), which expression shall unless repugnant to the context or meaning thereof, deem to mean and include its successors and its permitted assignees of OTHER PART

RailTel and _____ shall be individually referred to as “Party” and jointly as “Parties”

WHEREAS, RailTel and _____, each possesses confidential and proprietary information related to its business activities, including, but not limited to, that information designated as confidential or proprietary under Section 2 of this Agreement, as well as technical and non- technical information, patents, copyrights, trade secrets, know-how, financial data, design details and specifications, engineering, business and marketing strategies and plans, forecasts or plans, pricing strategies, formulas, procurement requirements, vendor and customer lists,

inventions, techniques, sketches, drawings, models, processes, apparatus, equipment, algorithms, software programs, software source documents, product designs and the like, and third party confidential information (collectively, the “Information”);

WHEREAS, the Parties have initiated discussions regarding a possible business relationship for

WHEREAS, each Party accordingly desires to disclose certain Information (each Party, in such disclosing capacity, the “Disclosing Party”) to the other Party (each Party, in such receiving capacity, the “Receiving Party”) subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the receipt of certain Information, and the mutual promises made in this Agreement, the Parties, intending to be legally bound, hereby agree as follows:

1. Permitted Use.

(a) Receiving Party shall:

- (i) hold all Information received from Disclosing Party in confidence;
- (ii) use such Information for the purpose of evaluating the possibility of entering into a commercial arrangement between the Parties concerning such Information; and
- (iii) restrict disclosure of such Information to those of Receiving Party’s officers, directors, employees, affiliates, advisors, agents and consultants (collectively, the “Representatives”) who the Receiving Party, in its reasonable discretion, deems need to know such Information, and are bound by the terms and conditions of (1) this Agreement, or (2) an agreement with terms and conditions substantially similar to those set forth in this Agreement.

(b) The restrictions on Receiving Party’s use and disclosure of Information as set forth above shall not apply to any Information that Receiving Party can demonstrate:

- (i) is wholly and independently developed by Receiving Party without the use of Information of Disclosing Party;
- (ii) at the time of disclosure to Receiving Party, was either (A) in the public domain, or (B) known to Receiving Party;
- (iii) is approved for release by written authorization of Disclosing Party; or
- (iv) is disclosed in response to a valid order of a court or other governmental body in the India or any political subdivision thereof, but only to the extent of, and for the purposes set forth in, such order; provided, however, that Receiving Party shall first and immediately notify Disclosing Party in writing of the order and permit Disclosing Party to seek an appropriate protective order.

(c) Both parties further agree to exercise the same degree of care that it exercises to protect its own Confidential Information of a like nature from unauthorised disclosure, but in no event shall a less than reasonable degree of care be exercised by either party.

2. Designation.

(a) Information shall be deemed confidential and proprietary and subject to the restrictions of this Agreement if, when provided in:

- (i) written or other tangible form, such Information is clearly marked as proprietary or confidential when disclosed to Receiving Party; or
- (ii) oral or other intangible form, such Information is identified as confidential or proprietary at the time of disclosure.

3. Cooperation. Receiving Party will immediately give notice to Disclosing Party of any unauthorized use or disclosure of the Information of Disclosing Party.

4. Ownership of Information. All Information remains the property of Disclosing Party and no license or other rights to such Information is granted or implied hereby.

Notwithstanding the foregoing, Disclosing Party understands that Receiving Party may currently or in the future be developing information internally, or receiving information from other parties that may be similar to Information of the Disclosing Party. Notwithstanding anything to the contrary, nothing in this Agreement will be construed as a representation or inference that Receiving Party will not develop products, or have products developed for it, that, without violation of this Agreement, compete with the products or systems contemplated by Disclosing Party's Information.

5. No Obligation. Neither this Agreement nor the disclosure or receipt of Information hereunder shall be construed as creating any obligation of a Party to furnish Information to the other Party or to enter into any agreement, venture or relationship with the other Party.

6. Return or Destruction of Information.

(a) All Information shall remain the sole property of Disclosing Party and all materials containing any such Information (including all copies made by Receiving Party) and its Representatives shall be returned or destroyed by Receiving Party immediately upon the earlier of:

- (i) termination of this Agreement;
- (ii) expiration of this Agreement; or
- (iii) Receiving Party's determination that it no longer has a need for such Information.

(b) Upon request of Disclosing Party, Receiving Party shall certify in writing that all Information received by Receiving Party (including all copies thereof) and all materials containing such Information (including all copies thereof) have been destroyed.

7. Injunctive Relief: Without prejudice to any other rights or remedies that a party may have, each party acknowledges and agrees that damages alone may not be an adequate remedy for any breach of this Agreement, and that a party shall be entitled to seek the

remedies of injunction, specific performance and/or any other equitable relief for any threatened or actual breach of this Agreement

8. Notice.

(a) Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated:

- (i) by personal delivery, when delivered personally;
- (ii) by overnight courier, upon written verification of receipt; or
- (iii) by certified or registered mail with return receipt requested, upon verification of receipt.

(b) Notice shall be sent to the following addresses or such other address as either Party specifies in writing.

RailTel Corporation of India limited:

Attn:

Address:

Phone:Email.:

Attn:

Address:

Phone:Email

9. Term, Termination and Survivability.

- (a) Unless terminated earlier in accordance with the provisions of this agreement, this Agreement shall be in full force and effect for a period of _____ years from the effective date hereof.
- (b) Each party reserves the right in its sole and absolute discretion to terminate this Agreement by giving the other party not less than 30 days' written notice of such termination.
- (c) Notwithstanding the foregoing clause 9(a) and 9 (b) , Receiving Party agrees that its obligations, shall:
- (i) In respect to Information provided to it during the Term of this agreement, shall survive and continue even after the expiry of the term or termination of this agreement; and
 - (ii) not apply to any materials or information disclosed to it thereafter.

10. Governing Law and Jurisdiction. This Agreement shall be governed in all respects solely and exclusively by the laws of India without regard to its conflicts of law principles. The Parties hereto expressly consent and submit themselves to the jurisdiction of the courts of New Delhi.

11. Counterparts. This agreement is executed in duplicate, each of which shall be deemed to be the original and both when taken together shall be deemed to form a single agreement

12. No Definitive Transaction. The Parties hereto understand and agree that no contractor agreement with respect to any aspect of a potential transaction between the Parties shall be deemed to exist unless and until a definitive written agreement providing for such aspect of the transaction has been executed by a duly authorized representative of each Party and duly delivered to the other Party (a "Final Agreement"), and the Parties hereby waive, in advance, any claims in connection with a possible transaction unless and until the Parties have entered into a Final Agreement.

13. Settlement of Disputes:

- (a) The parties shall, at the first instance, attempt to resolve through good faith negotiation and consultation, any difference, conflict or question arising between the parties hereto relating to or concerning or arising out of or in connection with this agreement, and such negotiation or

consultation shall begin promptly after a Party has delivered to another Party a written request for such consultation.

(b) In the event of any dispute, difference, conflict or question arising between the parties hereto, relating to or concerning or arising out of or in connection with this agreement, is not settled through good faith negotiation or consultation, the same shall be referred to arbitration by a sole arbitrator.

14. The sole arbitrator shall be appointed by CMD/RailTel out of the panel of independent arbitrators maintained by RailTel, having expertise in their respective domains. The seat and the venue of arbitration shall be New Delhi. The arbitration proceedings shall be in accordance with the provision of the Arbitration and Conciliation Act 1996 and any other statutory amendments or modifications thereof. The decision of arbitrator shall be final and binding on both parties. The arbitration proceedings shall be conducted in English Language. The fees and cost of arbitration shall be borne equally between the part

15. CONFIDENTIALITY OF NEGOTIATIONS

Without the Disclosing Party's prior written consent, the Receiving Party shall not disclose to any Person who is not a Representative of the Receiving Party the fact that Confidential Information has been made available to the Receiving Party or that it has inspected any portion of the Confidential Information or that discussions between the Parties may be taking place.

16. REPRESENTATION

The Receiving Party acknowledges that the Disclosing Party makes no representation or warranty as to the accuracy or completeness of any of the Confidential Information furnished by or on its behalf. Nothing in this clause operates to limit or exclude any liability for fraudulent misrepresentation.

17. ASSIGNMENT

Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by any of the Parties without the prior written consent of each of the other Parties. Any purported assignment without such consent shall be void. Subject to the preceding sentences, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns.

18. EMPLOYEES AND OTHERS

Each Party shall advise its Representatives, contractors, subcontractors and licensees, and shall require its Affiliates to advise their Representatives, contractors, subcontractors and licensees, of the obligations of confidentiality and non-use under this Agreement, and shall be responsible for ensuring compliance by its and its Affiliates' Representatives, contractors, subcontractors and licensees with such obligations. In addition, each Party shall require all persons and entities who are not employees of a Party and who are provided access to the Confidential Information, to execute confidentiality or non-disclosure agreements containing provisions no less stringent than those set forth in this Agreement. Each Party shall promptly notify the other Party in writing upon learning of any unauthorized disclosure or use of the Confidential Information by such persons or entities.

19. NO LICENSE

Nothing in this Agreement is intended to grant any rights to under any patent, copyright, or other intellectual property right of the Disclosing Party, nor will this Agreement grant the Receiving Party any rights in or to the Confidential Information of the Disclosing Party, except as expressly set forth in this Agreement.

20. RELATIONSHIP BETWEEN PARTIES:

Nothing in this Agreement or in any matter or any arrangement contemplated by it is intended to constitute a partnership, association, joint venture, fiduciary relationship or other cooperative entity between the parties for any purpose whatsoever. Neither party has any power or authority to bind the other party or impose any obligations on it and neither party shall purport to do so or hold itself out as capable of doing so.

21. UNPUBLISHED PRICE SENSITIVE INFORMATION (UPSI)

_____ agrees and acknowledges that _____, its Partners, employees, representatives etc., by virtue of being associated with RailTel and being in frequent communication with RailTel and its employees, shall be deemed to be "Connected Persons" within the meaning of SEBI (Prohibition of Insider Trading) Regulations, 2015 and shall be bound by the said regulations while dealing with any confidential and/ or price sensitive information of RailTel. _____ shall always and at all times

comply with the obligations and restrictions contained in the said regulations. In terms of the said regulations, _____ shall abide by the restriction on communication, providing or allowing access to any Unpublished Price Sensitive Information (UPSI) relating to RailTel as well as restriction on trading of its stock while holding such Unpublished Price Sensitive Information relating to RailTel

22. MISCELLANEOUS.

This Agreement constitutes the entire understanding among the Parties as to the Information and supersedes all prior discussions between them relating thereto. No amendment or modification of this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of each Party by its authorized representative. The failure or delay of any Party to enforce at any time any provision of this Agreement shall not constitute a waiver of such Party's right thereafter to enforce each and every provision of this Agreement. In the event that any of the terms, conditions or provisions of this Agreement are held to be illegal, unenforceable or invalid by any court of competent jurisdiction, the remaining terms, conditions or provisions hereof shall remain in full force and effect. The rights, remedies and obligations set forth herein are in addition to, and not in substitution of, any rights, remedies or obligations which may be granted or imposed under law or in equity.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth above.

:	RailTel Corporation of India
	Limited:
By	By
_ Name:	_ Name:
Title:	Title:

Witnesses:

Technical Compliance**EoI Ref. No.:****Date:****CoR Tender Ref. No.:** SIG-WS-Contract-AGC-93A dated 15-09-2022 ON IREPS Portal

Business Associates are requested to mention the details of compliance of technical solution proposed.

S. No	Scope Item	Specification as per technical Document	Proposed OEM Name	MAF Provided (Yes/No)	Compliance sheet
A	B	C	D	E	F
1	To be filled by Bidder As per Technical Document Copy of CoR	To be filled by Bidder As per Technical Document Copy of CoR	To be filled by Bidder	To be filled by Bidder	To be filled by Bidder
2	To be filled by Bidder	To be filled by Bidder	To be filled by Bidder	To be filled by Bidder	To be filled by Bidder

Pre Bid Agreement

(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs. 100/-. The stamp paper has to be in the name of the BA)

This Pre-Bid Agreement (the “**Agreement**”) is made at New Delhi on this ____ Day of _____(month) 2022.

BETWEEN

M/s. RailTel Corporation Of India Limited, (CIN: L64202DL2000GOI107905) a company registered under the Companies Act 1956, having its registered and corporate office at Plate-A, 6th Floor, Office Block, Tower-2, East Kidwai Nagar, New Delhi India – 110 023 and Northern Regional office at 6th Floor, 3rd Block, Delhi IT Park, Shastri Park, New Delhi - 110053 (hereinafter referred to as “**RailTel**” which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the **FIRST PART**.

AND

M/s. XXXX, (CIN: _____) a company registered under the Companies Act 1956, _____ having its _____ registered office at _____ and its Corporate Office located at _____, (hereinafter referred to as “**XXXX**” which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the **SECOND PART**.

RailTel and _____ shall be hereinafter individually referred to as “**Party**” and collectively as “**Parties**.”

WHEREAS,

- A) RailTel is a "Mini Ratna (Category-I)" CPSU of Ministry of Railways, having exclusive right of way along Indian Railways and has created an OFC backbone and associated transport and network infrastructure to provide carrier class telecom services. RailTel has Unified License issued by DoT to provide a range of telecom services. RailTel also has two tier III certified datacentres at Secunderabad and Gurugram. RailTel has created a slew of digital services like cloud, hosting, hosted Video Conferencing service, Aadhar Services, Content delivery platform, WiFi as a service etc. RailTel has strong capabilities in managing telecom infrastructure, MPLS network infrastructure, data centre services like IaaS (Infrastructure as a Service) and PaaS (Platform as a Service).

B) _____(DETAILS OF SECOND PART)

C) RailTel had floated an EOI No: _____ dated
pursuant to the RFP floated by End Customer for“ _____
for End Customer Organization for agreed Scope of Work”(hereinafter referred as “The said
work/project/tender”), and subsequently, based on the offer submitted by M/s XXXX towards the
RailTel’s EOI, M/s XXXX has been selected by RailTel as Business Associate for the said Project.

D) RailTel is in the process of participating in the tender issued by end customer, complete details of which have
deliberately not been shared with XXXX and XXXX has waived its right to get the RFP document of end
customer owing to confidentiality concern raised by the end customer. However, a limited scope of work on
‘need to know basis’ and as detailed in clause

1.7 below, which will be carried out by XXXX has been shared with XXXX and based on the representation
of “XXXX” that “XXXX” has read the said limited Scope of Work and has understood the contents thereof and
that “XXXX” has sufficient experience to execute the said limited and defined scope of work, the Parties have
mutually decided to form a “ Business association” wherein RailTel shall act as the “Bidder” and “XXXX”
shall act as the “business associate” in terms of the said Tender and in accordance to the terms agreed hereunder;

E) RailTel shall submit Rupees YYYY as BG against pre integrity pact at the time of submission of bid as an
Integrity Pact bank guarantee to end customer and accordingly “XXXX” shall submit Rupees ZZZZ as BG of
pre integrity pact on back to back

basis to RailTel before final submission of the said bid to end customer. **(This is applicable on cases to case
basis as per CoR requirement. May please read in conjunction of the current RFP.)**

F) Party hereby acknowledges that RailTel has received Rs. _____ /-
(Rs. _____) from M/s XXXX as per the Terms and conditions of EOI no.
_____ dated _____.

G) The Parties are thus entering into this Agreement to record the terms and conditions of their
understanding and the matters connected therewith.

RailTel has agreed to extend all the necessary and required support to “XXXX” during the entire
contract period.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein it is hereby agreed by and
between the Parties hereto as under:

1. SCOPE OF CO-OPERATION

- 1.1. Parties have agreed to form a “business association” to co-operate with each other on an exclusive basis with respect to execution of the said Project.
- 1.2. It has been further agreed between the Parties that Parties shall not bid individually for the said Project nor shall they enter into any arrangement with other parties for the purpose of bidding for the said Project during the validity of this Agreement.
- 1.3. The Parties also agree that the terms of the said EOI for limited and defined scope of work along with the Corrigendum’s issued thereafter shall apply mutatis-mutandis to this Agreement.
- 1.4. The Parties further agree that they shall, enter into a ‘Definitive Agreement’ containing elaborate terms and conditions, role and responsibilities and respective scope of work of this Agreement after declaration of RailTel as the successful bidder of the said Project.
- 1.5. RailTel shall submit the PBG amounting Rs. XXXXX, earnest money deposit / EMD declaration (whichever is applicable) and performance bank guarantee to **End customer** and accordingly “XXXX” shall submit to RailTel, BG amounting to Rs. _____ as the earnest money deposit. Further, XXXX shall also pay the performance bank guarantee in proportionate to the extent of its defined scope of work.
- 1.6. RailTel may further retain some portion of the work mentioned in the end organization’s RFP, where RailTel has competence so that overall proposal becomes most winnable proposal.
- XXXX agrees, undertakes and acknowledges that following shall be Scope of Work of XXXX out of the total project work.:

2. Technical Terms – As per CoR document

3. TERM AND TERMINATION

- 3.1. This Agreement shall come into force as of the date of signing and shall continue to be in full force and effect till the complete discharge of all obligations, concerning the carrying out of the said Project, except terminated earlier by the Parties in terms of this Agreement or in terms of the said project, whichever is applicable.
- 3.2. This Agreement can be terminated by either Parties forthwith in the event of happening of the following events:
- (a) End customer announces or notifies the cancellation of the said Project and / or withdrawing the said RFP.

- (b) The receipt of an official communication that End customer chooses not to proceed with RailTel for the said Project or RailTel is not short listed by End customer.
 - (c) Material breach of any of the terms and conditions of this Agreement by either of the Parties and the same is not rectified by the defaulting Party beyond 15 (fifteen) days (or a reasonable time period as mentioned under the notice issued by the other Party) from the date of receipt of notice from the other Party to cure the said breach.
- 3.3. Parties agree and understand that as of the execution of this Agreement they are contractually bound and obligated to perform the services, obligations and the scope of work entrusted, should RailTel be declared as the successful bidder of the said Project. Any Party shall not withdraw its participation subsequent to execution of this Agreement, at any point in time except in case of material breach of any of the terms of the Agreement.
- 3.4. In case “XXXX” breach the terms of Agreement i.e. defaulting party in such case the balance unsupplied quantity or service shall be completed by RailTel i.e. non-defaulting party and cost for completion of that balance unsupplied quantity or service of such defaulting party shall be executed by RailTel at the risk and cost of such defaulting party.

4. Liability:

It is understood that the parties are entering into this pre-bid teaming agreement for requirement of submission of bid against the RFP floated by end customer for Implementation of Network Security System and Integration for end Customer

Organization. Parties acknowledge and agree that “XXXX” shall be completely liable for the successful execution of this project, in relation to its defined scope of work (as detailed in clause 1.7 above), fully complying the end customer requirements. Accordingly, it is agreed that notwithstanding anything contained in the RFP document, “XXXX” shall be liable to RailTel with regard to its obligations and liability to complete the agreed and defined scope of work as detailed in clause 1.7 above..

5. EXCLUSIVITY

Parties agree to co-operate with each other for the purpose of the said Project on an exclusive basis with respect to applying for, submitting and execution of the said Project including providing of technical demo, proof of concept for the agreed and defined scope of work.

6. PAYMENT TERMS

The payment terms between the parties shall be only on receipt of payment from end customer.

7. TAXES

Parties agree that they will comply with the Indian Income Tax Act in force from time to time and pay Indian Income Tax, as may be imposed / levied on them by the Indian

Income Tax Authorities, for the payments received by them for the Project under this agreement and any other taxes, cess, surcharge, etc. for their respective scope of works;

8. INDEMNIFICATION

8.1 Parties agree to and undertake to indemnify and hold each other, its officers, directors, agents and employees harmless, from and against any and all claims, demands, causes of action, losses, damages, costs and expenses (including attorney's reasonable fees, costs of investigation and defence) arising out of or resulting from any claim, action or other proceeding (including any proceeding by any of the indemnifying party's employees, agents or contractors) based upon:

- i. any breach or contravention of any of the terms, conditions, covenants of this Agreement by the Party;

- ii. Unethical business practices;
- iii. any acts or omission of the Party and/ or any of its employees, agents or contractors, and the liability for damages to property arising from or out of party operations in connection with the performance of this agreement;
- iv. any claim for taxes that might arise or be imposed due to this performance of Services hereunder;
- v. any representation or warranty or information furnished by the Party being found to be false;
- vi. Parties failure to pay all applicable compensation to its respective personnel;
- vii. death or personal injury to any person;

- viii. destruction or damage to any property by acts or omissions of either Party, its representatives or personnel;
- ix. any violation/non-compliance by the Party with any applicable laws governmental regulations or orders;
- x. any third party liability;
- xi. improper handling or misuse of the Confidential Information of the Party(ies) by the Party

8.2 XXXX shall be liable to all risks and consequences (including the risk of payments) suffered in the performance of services under the Project and undertakes to indemnify RailTel from and against any non payments (of RailTel's share payable to RailTel), recoveries and claim from End Customer or any other cost or losses incurred due to default/non performance on part of XXXX.

9. COMPLIANCES TO STATUTORY OBLIGATIONS

- 9.1. Parties shall also obtain and keep in place necessary insurance policies, mediclaim policies, group insurance schemes of adequate value to cover their workmen, supervisors, etc. with regard to any accidents, injury or the liability under the Employee Compensation Act.
- 9.2. Parties shall observe and be responsible for the compliance of all labour laws (including labour cess) as per government notifications and shall maintain necessary records for the same and shall submit the same to RailTel when so required.
- 9.3. Parties shall duly maintain all records / registers required to be maintained by them under various labour laws mentioned above and shall produce the same before the concerned Statutory Authorities whenever required and called upon to do so.

10. LEGAL STATUS

This Agreement constitutes a contractual relationship and shall relate solely to the Project and shall not extend to other activities or be construed to create a corporation, body corporate, partnership or any other form of legal entity.

11. REPRESENTATIONS AND COVENANTS

- 11.1. Each Party represents and warrants to the other Party as follows:
 - 11.1.1. That it has full capacity, power and authority and has obtained all requisite consents and approvals to, enter into and to observe and perform this Agreement and to consummate the transactions contemplated hereunder. Each of the Persons / personnel executing this Agreement on behalf of the each of the Parties have full capacity and authority to sign and execute this Agreement on behalf of the respective Parties;
 - 11.1.2. The execution, delivery and consummation of, and the performance by it, of this Agreement shall not conflict with, violate, result in or constitute a breach of or a default

under, (a) any contract by which it or any of its assets or properties, are bound or affected, and/or (b) its constitutional documents;

11.1.3. This Agreement constitutes its legal, valid and binding obligations, enforceable against it, in accordance with their terms under Applicable Statutory Law(s);

11.1.4. It has the right, authority and title to execute this Agreement;

12. SUBCONTRACTING BETWEEN PARTIES

If a Party subcontracts certain supplies or services pertaining to its scope of work to the other party, then the resulting relationship between such parties shall be governed by a separate subcontract. This Agreement shall not in any way be affected thereby except as stated otherwise in this Agreement

13. GOVERNING LAW AND JURISDICTION

The construction, validity and performance of this Agreement shall be governed in all respects by the Laws of India. The Parties hereby submit to the exclusive jurisdiction of the Indian courts at Delhi only.

14. GOOD FAITH NEGOTIATION AND DISPUTE RESOLUTION

The parties shall, at the first instance, attempt to resolve through good faith negotiation and consultation, any difference, conflict or question arising between the parties hereto relating to or concerning or arising out of or in connection with this agreement, and such negotiation or consultation shall begin promptly after a Party has delivered to another Party a written request for such consultation.

In the event of any dispute, difference, conflict or question arising between the parties hereto, relating to or concerning or arising out of or in connection with this agreement, is not settled through good faith negotiation or consultation, the same shall be referred to arbitration by a sole arbitrator.

The sole arbitrator shall be appointed by CMD/RailTel out of the panel of independent arbitrators maintained by RailTel, having expertise in their respective domains. The seat and the venue of arbitration shall be New Delhi. The arbitration proceedings shall be in accordance with the provision of the Arbitration and Conciliation Act 1996 and any other statutory amendments or modifications thereof. The decision of arbitrator shall be final and binding on both parties. The arbitration proceedings shall be conducted in English Language. The fees and cost of arbitration shall be borne equally between the parties.

15. FORCE MAJEURE

“Force Majeure Event” shall mean any event beyond the reasonable control of the affected Party including acts of God, fires, earthquakes, strikes, pandemic, epidemics, lock down, and labor disputes, acts of war or terrorism, civil unrest, economic and financial sanctions, or acts or omissions of any Governmental Authority occurring on or after the Signature Date.

No Party shall be liable to the other if, and to the extent, that the performance or delay in performance of any of its obligations under this Agreement is prevented, restricted, delayed or interfered with, due to a Force Majeure Event.

The Party affected by Force Majeure Event shall promptly inform the other Party in writing and shall furnish within 30 (thirty) days thereafter, sufficient proof of the occurrence and expected duration of such Force Majeure Event. The Party affected by Force Majeure Event shall also use all reasonable endeavours to mitigate the negative effects of such Force Majeure Event on such Party's ability to perform its contractual obligations. In the event of a Force Majeure Event, the Parties shall immediately consult with each other in order to find an equitable solution and shall use all reasonable endeavours to minimise the consequences of such Force Majeure Event.

The occurrence of a Force Majeure Event shall however, not relieve a Party of any obligation to pay any sum due under this Agreement prior to the occurrence of the Force Majeure Event.

If the Force Majeure lasts for more than 6 (six) months, the Parties may mutually decide in writing on the future course of action with respect to this Agreement.

16. INTELLECTUAL PROPERTY RIGHTS

16.1. Each Party shall remain the sole owner of all industrial or intellectual property rights, Technical Data, Know-How, designs, specifications and the like, generated or acquired before the signature, or beyond the scope of this agreement.

16.2. Each Party shall remain the sole owner of all industrial or intellectual property rights, technical data, know-how, design specifications and the like generated solely by that Party during the course of the performance of this agreement and shall not be free to use it by the other party and if the other party uses that intellectual property rights prior permission shall be taken with paying necessary fees for such rights.

16.3. In case of joint development, the work-share and associated ownership of intellectual property of each Party shall be mutually agreed upon and defined in advance in the definitive agreement for the specific program. However, should any invention be jointly made by the Parties in the performance of this agreement, without neither Party being in a position to reasonably claim the ownership of said intellectual property right, the said right shall be jointly owned by the Parties and the corresponding measures of protection for both Parties of the said right as may be practicable shall be mutually agreed by both Parties and cost for such registration of such right shall be borne by the parties proportionately as per the ownership of the rights.

16.4 As on date, Parties confirm that there are no infringements of any Intellectual Property Rights of the products contemplated under this agreement, in accordance with the laws prevailing in the country.

16.5. The Parties undertake and confirm that the Technology / Knowhow / Design owned by each of them and intended to be put into use for execution of various Projects pursuant to this agreement has been originally developed by each of such Parties. The Parties are entitled to all the Intellectual Property Rights in Technology / Knowhow / Design intended to be put into

use for execution of various Projects and no third-party Intellectual Property Rights have been put into use either in their original or modified form without proper authorisation of such third party. The Parties further vouchsafes that the foregoing undertaking is actuated by truth and accuracy and no misrepresentation is being put into use for inducing each other to enter into this agreement.

17. CONFIDENTIALITY

17.1. During the term of this agreement, either party may receive or have access to technical information, as well as information about product plans and strategies, promotions, customers and related non-technical business information which the disclosing party considers to be confidential ("Confidential Information as per RFP tender document"). In the event Confidential Information is to be disclosed, the Confidential Information must be marked as confidential at the time of disclosure, or if disclosed orally but stated to be confidential, and be designated as confidential in writing by the disclosing party summarizing the Confidential Information disclosed and sent to the receiving party within thirty (30) days after such oral disclosure.

17.2. Confidential Information may be used by the receiving party only with respect to the performance of its obligations under this Agreement, and only by those employees of the receiving party and its subcontractors who have a need to know such information for purposes related to this Agreement, provided that such subcontractors have signed separate agreements containing substantially similar confidentiality provisions. The receiving party must protect the Confidential Information of the disclosing party by using the same degree of care to prevent the unauthorized use, dissemination or publication of such Confidential Information, as the receiving party uses to protect its own confidential information of like nature.

17.3. The obligations is not applicable to any information which is:

17.3.1. Already known by the receiving party prior to disclosure;

17.3.2. Publicly available through no fault of the receiving party;

17.3.3. Rightfully received from a third party without being responsible for its confidentiality;

17.3.4. Disclosed by the disclosing party to a third party without being responsible for its Confidentiality on such third party;

17.3.5. Independently developed by the receiving party prior to or independent of the disclosure;

17.3.6. Disclosed under operation of law;

17.3.7. Disclosed by the receiving party with the disclosing party's prior written approval.

17.4 XXXX agrees and acknowledges that XXXX, its Partners, employees, representatives etc., by virtue of being associated with RailTel and being in frequent communication with RailTel and its employees, shall be deemed to be "Connected Persons" within the meaning of SEBI (Prohibition of Insider Trading) Regulations, 2015 and shall be bound by the said regulations while dealing with any confidential and/ or price sensitive information of RailTel. XXXX shall always and at all times comply with the obligations and restrictions contained in the said regulations. In terms of the said regulations, XXXX shall abide by the restriction on

communication, providing or allowing access to any Unpublished Price Sensitive Information (UPSI) relating to RailTel as well as restriction on trading of its stock while holding such Unpublished Price Sensitive Information relating to RailTel

17.5 Notwithstanding anything contained in this agreement, XXXX undertakes, agrees and acknowledges that being RailTel's Business Associate, XXXX shall maintain utmost confidentiality in relation to said Project. XXXX further, undertakes that any information relating to said Project which is or will be disclosed/ divulged by RailTel on need to know basis, will be received and treated by XXXX as strictly confidential and XXXX shall not, without the prior written consent of the RailTel or as expressly permitted herein, disclose or make available to any other person such information.

18. NOTICES

Notices, writings and other communications under this Agreement may be delivered by hand, by registered mail, by courier services or facsimile to the addresses as set out below:

To RailTel Corporation Of India Limited

To: RailTel Corporation of India Ltd Kind Attn: Executive Director / Northern Region
Address: 6th Floor, 3rd Block, Delhi IT Park, New Delhi - 110053 Tel No.: +91-11-22185933/22185934
Email: ednr@railtelindia.com

To XXXX

To: XXXX
Kind Attn: _____ Address: _____
Mob. No.: _____ Email: _____

19. AMENDMENT

No amendment or modification or waiver of any provision of these presents, nor consent to any departure from the performance of any obligations contained herein, by any of the Parties hereto, shall in any event be valid and effective unless the same is in writing and signed by the Parties or their duly authorized representative especially empowered in this behalf and the same shall be effective only in respect of the specific instance and for the specific purpose for which it is given.

20. PRIOR UNDERSTANDING

This Agreement contains the entire Agreement between the Parties to this Agreement with respect to the subject matter of the Agreement, is intended as a final expression of such Parties' agreement with respect to such terms as are included in this Agreement is intended as a complete and exclusive statement of the terms of such agreement, and supersedes all negotiations, stipulations, understanding, Agreements, representations and warranties if any, with respect to such subject matter, which precede or accompany the execution of this Agreement.

21. GENERAL

21.1. Binding Effect:

This Agreement shall be binding upon and inure to the benefit of the Parties here to and their respective legal

successors.

21.2. Counterparts:

This Agreement may be executed simultaneously in 2 (two) counterparts, each of which shall be deemed to be original and all of which together shall constitute the same Agreement.

21.3. Non-Partnership:

21.3.1. This Agreement shall be on a principal-to-principal basis and shall not create any principal-agent relationship between the Parties.

21.3.2. Nothing in this Agreement shall be deemed to constitute a partnership or joint venture between the Parties or otherwise entitle either Party to have an authority to bind the other Party for any purpose.

21.4. Severability:

In the event any provision of this agreement is held invalid or un-enforceable by a court of competent jurisdiction, such provision shall be considered separately and such determination shall not invalidate the other provisions of this agreement and annexure/s which will be in full force and effect.

21.5. Waiver:

A failure by any Party to exercise or enforce any rights conferred upon it by this Agreement shall not be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time.

21.6. Time is of essence:

Time is the essence of this agreement and the Parties herein agree and acknowledge to abide by the same.

22. Miscellaneous

22.1. No Party to this agreement will have any rights or obligations arising from or in relation to this agreement in excess of those rights and obligations expressly declared herein.

22.2. No Party to this agreement is entitled to sell, assign or otherwise transfer any of its rights and/or obligations arising from or in relation to this agreement to any third party, without the prior written consent of the other Party of this agreement.

22.3. Each Party shall be solely responsible for its own actions or failures to act and for its own commitments and undertakings. Neither Party shall present itself as the representative or agent of the other Party, nor shall it have the power or the authority to commit the other Party, unless it receives the other Party's prior written consent.

22.4. No release shall be made by any Party to the news media or the general public relating to this agreement and/or the subject matter thereof without prior written approval of the other Party..

22.5. During the term of this agreement, each party shall refrain from taking any action or attempt to take any action with the intent of impairing or causing prejudice to the business relationship, whether existing or prospective that subsists between the other party and its customers and business partners. Each party shall also desist from inducing or influencing or attempting to induce or influence any customer or business partner, whether existing or prospective of the other party, resulting into prejudice or detriment to business prospects of the other party.

Furthermore, Parties shall not compete with or cause detriment to the business prospects of each other by making use of confidential information, whether in its embodied or disembodied form, shared pursuant to this agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above

written.

For RailTel Corporation of India Limited
Authorised Signatory

Name:

Designation:

In Presence of witness:

Signature:

Name:

Address:

For XXXX

Authorized Signatory

Name:

Designation:

Signature:

Name:

Address

Annexure 09

FORMAT FOR AFFIDAVIT TO BE UPLOADED BY BA ALONGWITH THE EOI DOCUMENTS

(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs. 100/-. The paper has to be in the name of the BA) **

I _____ (Name and designation)** appointed as the attorney/ authorized signatory of the BA (including its constituents), M/s _____ (hereinafter called the BA) for the purpose of the EOI documents for the work of _____ as per the EOI No. _____ of (RailTel Corporation of India Limited), do hereby solemnly affirm and state on the behalf of the BA including its constituents as under:

1. I/we the BA (s), am/are signing this document after carefully reading the contents.
2. I/we the BA(s) also accept all the conditions of the EOI and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the EOI documents from RailTel website www.railtelindia.com. I/we have verified the content of the document from the website and there is no addition, no deletion or no alternation to be content of the EOI document. In case of any discrepancy noticed at any stage i.e., evaluation of EOI, execution of work or final payment of the contract, the master copy available with the RailTel 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 EOI 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 undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of EOI, it shall lead to forfeiture of the EOI EMD besides banning of business for five years on entire RailTel. Further, I/we (insert name of the BA)** and all my/our constituents understand that my/our constituents understand that my/our offer shall be summarily rejected.
8. I/we also understand that if the certificates 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 EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for five years on entire RailTel.

DEPONENT

SEAL AND SIGNATURE OF THE BA

VERIFICATION

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

DEPONENT

SEAL AND SIGNATURE OF THE BA

Place:

Dated:

**The contents in Italics are only for guidance purpose. Details as appropriate, are to be filled in suitably by BA.
Attestation before Magistrate/Notary Public.

EMD BANK GUARANTEE FORMAT

EOI Ref No:

Date:

CoR Tender Ref. No.: SIG-WS-Contract-AGC-93A dated 15-09-2022 on IREPS Portal

WHEREAS, _____ [name of Bidder] (hereinafter called "the Bidder") has submitted his Bid dated _____ [date] Selection of Implementation Partner from RailTel Empaneled Business Associate for exclusive PRE-BID TEAMING ARRANGEMENT for the work of "Implementation of Data Warehouse & Business Intelligence/Analytics Solution" [name of Contract] (hereinafter called "the Bid"). KNOW ALL PEOPLE by these presents that We _____ [name of bank] of _____ [name of country] having our registered office at

_____ (Hereinafter called "the Bank") are bound unto RailTel Corporation of India Limited., 6th Floor, IIIrd Block, Delhi Technology Park, Shastri Park, Delhi-110053 [name of Employer] (hereinafter called "the Employer") in the sum of Rs. xxxxxxxx (Rupees **in words** only) for which payment well and truly to be made to the said Employer the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 20____. THE CONDITIONS of this obligation are:

(1) If after Bid opening the Bidder withdraws his bid during the period of Bid validity specified in the Form of Bid;

or

(2) If the Bidder having been notified of the acceptance of his bid by the Employer during the period of Bid validity:

a) Fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required;

or

b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders;

or

c) does not accept the correction of the Bid Price;

we undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date _____* days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK _____ WITNESS _____
 _____ SEAL _____

[Signature, name, and address]

* **120** days after the end of the validity period of the Bid.

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PART-I: TECHNICAL BID

Name of Work: - Indoor and outdoor telecommunication work with laying of OFC & 6 quad cable and Supply & installation of PDMUX and installation of STM in connection with Gauge Conversion with provision of single line in Gwalior-Sheopurkalan section of Jhansi Division on N.C. Railway

NOTE: In case the intended date for opening of tenders is declared a holiday, the tenders will be opened on the next working day at the same time.

Technical:

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

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

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

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

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

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

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

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

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

(b) (ii) In such cases, any work or set of works shall be considered to be a separate component, only when cost of the component is more than ₹ Lakh/Crore each.

Financial: As a proof of sufficient financial capacity and organizational resources, the tenderer(s) 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.

BID CAPACITY: (Applicable for tenders costing more than Rs. 20.00 crore) Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the updated estimated value. The available Bid Capacity will be calculated as detailed in the tender document.

Submission of Tender Documents & Opening-

The tenders may be uploaded up to date D2 along with scanned copy of the entire requisite document (as per Annexure 1 and 2).

- Technical Bids (in case of two packet system) / technical as well as financial bid(in case of single packet system) will be opened on Date D2 immediately after close of uploading of tenders.
- Financial bids of the eligible tenderers in case of two packet tender would be opened subsequently on the date and time to be notified later on.
- Tenderer may have to submit the original Documents at short notice whenever asked by Railway at any stage of tender evaluation process or even after finalization of tender.
- 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 etc. Tenderer's/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.

1.0 Special attention is invited for the tenderers

(a) Tender will be summarily rejected in case of non-submission of Annexure-M.

(b) In case of tender value more than Rs.20 crore, tender will be summarily rejected in case of non-submission of Annexure-H and N (bid capacity evaluation).

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

(d) 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.

2.0 Instructions regarding GST

- (i) Works contracts shall be treated as supply of services as per GST Act. GST Act and Rules issued from time to time by the Government/ concerned authorities shall be applicable.
- (ii) If rates of existing GST or cess on GST for Works Contract is increased or any new tax /cess on Works Contract is imposed by Statute after the date of opening of tender but within the original date of completion/date of completion extended under clause 17 & 17A and the Contractor thereupon properly pays such taxes/cess, the Contractor shall be reimbursed the amount so paid. Further, if rates of existing GST or cess on GST for Works Contract is decreased or any tax/cess on Works Contract is decreased / removed by Statute after the date of opening of tender, the reduction in tax amount shall be recovered from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India.
- (iii) Contractor/ suppliers/ service providers/ parties shall register their firms State wise under GSTIN (GST Identification Number) and submit at the time of opening of tender or before the signing the agreement and shall mention place of business, registered office address and email id.

3.0 In case tender value upto Rs.10 crore (Single packet)

The tender uploaded by the tenderer(s) will consist of Single Packets/Files i.e., Packet-I/File-I having (a) Tender form (First sheet) (b) Instructions to tenderer/s (c) Conditions relating to site data and specifications (d) Schedule of Items, Rates, and Quantities. This Bid shall contain all the documents as listed Annexure-1 & Annexure-2 of Tender Notice.

4.0 In case tender value more than Rs.10 crore (For Two Packet Tender)

- (i) Tenderer(s) shall upload two files/packets: File-I/Packet-I and File-II/Packet-II.
- (ii) File-I/Packet -I shall contain Technical cum Commercial bid and all necessary documents regarding constitution of the firm and other requisite documents/credentials as per Annexures 1 and 2.
- (iii) File-II/Packet-II shall contain the Financial Bid only
- (iv) In case a bidder, after expiry of closing time of submission of bids, withdraws his offer or when bids are already opened does not extend validity of his offer after expiry of same or in case of EPC tenders does not submit physical documents like Power of Attorney/ Joint Bidding Agreement etc. required to be submitted before opening of bids; the technical bid of such bidder shall

also be opened / evaluated by the tender committee. However, the financial bids of only technically qualified bidders (including bidder who has withdrawn his offer or has not extended validity of his offer after expiry of same or in case of EPC tenders has not submitted above documents, but otherwise technically qualifies) shall be opened.

Further, after opening of financial bids, in case tender committee is of the view that the tender would have been awarded to that technically qualified bidder had that bidder not withdrawn his offer / extended validity of his offer after expiry of the same / submitted above physical documents in case of EPC tenders, as the case may be; the tender should be discharged.

- 5.0 “JVs/ Consortiums/ MOUs shall be considered in accordance with tender conditions.

NOTE:

1. The bidders who desire to participate against e-tenders, are advised to electronically register themselves on website www.ireps.gov.in for which they would require to obtain Class III digital certificate (if already not obtained) issued by CCA under IT Act-2000.
2. All other terms and conditions in respect of above tender are given in the tender document. In case of any discrepancies and doubt between this tender document and GCC-2022, provisions of GCC-2022 will prevail over (same is attached along with tender).
3. Only e-tenders will be accepted and tenders submitted in any other form will be summarily rejected.
4. Contractors are advised to continuously crosscheck the ireps web site for any changes/modifications/corrigendum in the conditions of tender. Railways will not be responsible for any ignorance on part of contractor due to any reason whatsoever.

Tender Notice No. SIG-WS-Contract-AGC-93A

Copy to: -

1. The CSTE/C /NC Rly. /Prayagraj for kind information please.
2. The Dy. CVO/ Engg. /NC Rly. /Prayagraj for kind information please.
3. The Chief Public Relation Officer/ NCR/ Prayagraj for wide publication please. **Dy CSTE/C/AGC shall ensure that the paper cuttings are duly incorporated in the Tender case file.**
4. Dy. FA&CAO/C/AGC is requested to kindly ensure to depute a Finance representative for opening of tender.

(C) Documents to be uploaded by the tenderer(s) while submitting their offer.

Tenderer must upload following documents along with their offer

1	Cost of tender document - (NIL in case of e-tender mode)
2	Requisite Bid Security–Rs 763800.00/- as per GCC April-2022
3	All requisite documents/credentials mentioned in clause 2.3 of “Instructions to tenderers” pertaining to his/their technical and financial eligibility. (As applicable)
4	All requisite documents mentioned in clause 2.4 of “Instruction to tenderers” pertaining to constitution of firm/concern. (As applicable).
5	Tenderers are compulsorily required to upload certificate as per Annexure – M as stipulated in 2.2.6 & 2.2.7 of “Instruction to tenderers” without which the offer will be considered incomplete and will be rejected summarily.
6	<u>Applicable for tender value more than Rs 20.00 crore.</u> Tenderer(s) are compulsorily required to upload detail statement of works being executed/in hand on prescribed format as per Annexure-H and maximum value of contractual payment received in any one year in last three years & current financial year as per Annexure-N as stipulated in Clause No. 2.3.2 of “Instructions to Tenderer(s)” without which the offer will be considered as incomplete and will be rejected summarily.
7	Tenderers are required to upload requisite details in prescribed Performa of Annexures C to G, I,J and L without which the offer is liable to be rejected.
Note	i) After opening of tender, any document/credential pertaining to technical, financial eligibility and available Bid Capacity 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 ask for any clarification on the documents/credentials already submitted by the tenderer along with the offer. ii) Tenderer may have to submit the original Documents in physical form at short notice whenever asked by Railway at any stage of tender evaluation process or even after finalization of tender. iii) 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 etc. Tenderer's/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. iv) <u>Annexure Q</u>-Information Regarding Employment/ Partnership of Retired Railway Employees. v) <u>In case of tender value more Rs.20crore.</u> Tenderer may please note that offers received without requisite Annexure-H and N as mentioned above, will be considered as incomplete and invalid tender and summarily rejected, for which contractor shall have no claim on Railway.

(D) CHECK LIST**DOCUMENT TO BE ATTACHED WITH THE OFFER**

(For guidance to Tenderer)

SN o	Document/ Detail	Required in the form	Attached	
			Yes	No
1	Constitution of Firm	Required documents to be submitted in terms of clause 2.4 of Instruction to Tenderers of the tender document (<u>Note: 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.)</u>)		
2	Technical Eligibility Criteria: -	Completion/Performance Certificate in support of 30/40/60% (as the case may be) of similar nature of work as per clause 2.3.2.A(v) of tender document.		
3	Financial Eligibility Criteria: -	Contractual payment received as per detail at Annexure-IVB of GCC-2022 to judge the payment received as per clause 2.3.2.A(vi) of tender document.		
4	Annexure-C	Declaration form regarding site etc.		
5	Annexure-D	Declaration regarding constitution of firm		
6	Annexure-E	Plant and Machinery		
7	Annexure-F	Engineers/Personnel		
8	Annexure-G	Work executed in last seven years		
9	Annexure-H	Work in Hand - in support of Bid Capacity (Mandatory for tender value more than Rs. 20 crore)		
10	Annexure- VIB of GCC	Detail of Contractual Payment received		
11	Annexure-J	Bank Detail/RTGS		
12	Annexure-L	Performa of Completion Certificate		
13	Annexure-N	Contractual payment received in last five years - in support of Bid Capacity (Mandatorily for tender value more than Rs.20 crore)		
14	Annexure M	Mandatory certificate to be submitted by tenderer along with the tender documents		
15	Annexure Q	Information Regarding Employment/ Partnership of Retired Railway Employees		

**(E) 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 minimum equal to 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.
5. 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

Annexure-1**Scanned copies of the Documents to be uploaded along with offer**

SN o	Document	Required in the form	If not submitted along with the tender, then
1	Cost of Tender Document (in terms of Clause 2.1.2 (a) of tender document)	NIL (In case of e-tender mode)	Not Applicable
2	Bid Security (in terms of Clause 3.0 of tender document)	Rs 763800.00	Offer will be summarily rejected
3	Constitution of Firm documents (as required in terms of Clause 2.4 of the tender document)	Scanned copies to be submitted along with the offer	As per Clause 2.4.1.1 of Instruction to the tenderer, (1) After opening of the tender, any document pertaining to the constitution of the firm/JV/sole proprietorship/partnership firm/company/Registered Trust/Registered Society/LLP (as applicable), shall not be entertained/considered under any circumstances and no claim or representation whatsoever from the tenderer in this regard shall be entertained. (2) No change in the constitution of the firm/JV/sole proprietorship/partnership firm/company/ Registered Trust/Registered Society/LLP shall be permitted after opening of the tender except where necessitated due to the operation of succession law. (3) Offer will be summarily rejected

Annexure-2**Scanned copies of the Documents required to be uploaded along with the offer**

1.	Technical Eligibility Criteria: - Completion/Performance Certificate in support of 30/40/60% (as the case may be) of similar nature of work as per clause 2.3.2.A(v) of tender document.	Summarily Rejected
2.	Financial Eligibility Criteria: -Contractual payment received as per details in (Annexure-VIB) of GCC-2022 supported by Audited balance sheet as per clause 2.3.2.A (vi) of tender document.	Note As per Note (i) of para 7 of <u>Documents to be uploaded by the tenderer(s) while submitting their offer.</u> i) "After opening of tender, any document/credential pertaining to technical, financial eligibility and available Bid Capacity 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."
3.	Annexure-C (Declaration form regarding site etc.)	Liable to be rejected
4.	Annexure-D (Declaration regarding constitution of firm)	Liable to be rejected
5.	Annexure-E (plant and Machinery)	Liable to be rejected
6.	Annexure-F (Engineers/Personnel)	Liable to be rejected
7.	Annexure-G (work executed in last seven years)	Liable to be rejected
8.	Annexure-H (Work in Hand) in support of Bid Capacity) (Applicable for tender value more than Rs.20 crore)	In terms of Clause 2.3.2 of tender document Summarily Rejected
9.	Annexure-J (Bank Detail/RTGS)	Liable to be rejected
10.	Annexure-L (Performa of Completion Certificate)	Liable to be rejected
11.	Annexure-N (Contractual payment received in last three financial years) in support of Bid Capacity (Applicable for tender value more than Rs.20 crore)	In terms of Clause 2.3.2 of tender document Summarily Rejected
12.	Annexure M-Certificate to be submitted by tenderer along with the tender documents	Summarily Rejected
13.	Annexure Q - Information Regarding Employment/ Partnership of Retired Railway Employees.	Liable to be terminated under clause 62 of GCC 2022 if it is found in future that information has been concealed.

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-C**.
3. **In case tender value up to Rs.10 crore (Single packet)**
 - 3.1 The tender uploaded by the tenderer(s) will consist of Single Packets/Files i.e., Packet-I/File-I having (a) Tender form (First sheet) (b) Instructions to tenderer/s (c) Conditions relating to site data and specifications (d) Schedule of Items, Rates, and Quantities. This packet consists of both technical bid as well as financial bid being single packet. This Bid shall contain all the documents as listed in Annexure-1 & Annexure-2 of Tender Notice. Tenderers are requested to ensure that all such documents and Annexures duly filled in are uploaded, complete in all respects with their Packet-I/File-I failing which his/their offer is likely to be rejected/summarily rejected, as applicable. Tender will be opened on Date D2, i.e., immediately after close of uploading of tenders.
4. **In case tender value more than Rs.10 crore (Two packet system),**
 - 4.1 The tender uploaded by the tenderer(s) will consist of Two Packets/Files i.e., Packet-I/File-I and Packet-II/File-II.
 - 4.2 **Packet-I/File-I – Technical cum Commercial Bid** will be opened immediately after close of uploading of tender (D2) i.e at **15:30hrs on the stipulated date**. This Bid shall contain (a) Tender form (First sheet) (b) Instructions to tenderer/s (c) Conditions relating to site data and specifications. This Bid shall contain all the documents as listed above in Annexure-1 & Annexure-2. Tenderers are requested to ensure that all such documents and Annexures duly filled in are uploaded, complete in all respects with their Packet-I/File-I failing which his/their offer is likely to be rejected/summarily rejected, as applicable.
 - 4.3 **Packet II/File II - FINANCIAL BID (SECOND PACKET)** of only those tenderer(s) will be opened whose Packet-I/File-I (Technical cum Commercial

Bid) has been found eligible as per Tender Conditions. The time, date and venue of opening of Packet-II/File-II (Financial Bids) shall be notified on ireps website to the successful tenderer(s) after evaluation of Packet-I/File-I (Technical cum Commercial Bids).

- 5.0** Note: - Tenderer(s) to please note that after opening of tender, any document/credential pertaining to technical and financial eligibility, constitution of firm etc. shall not be entertained/ considered under any circumstances and no claim or representation whatsoever from the tenderer in this regard shall be entertained. Scanned copies 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.
- 6.0** Tenderer may have to submit the original Documents in physical form at short notice whenever asked by Railway at any stage of tender evaluation process or even after finalization of tender.
- 7.0** 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 etc. Tenderer's/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.
- 8.0** 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.
- 9.0** 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. Any explanation desired by the tenderer(s) with regard to the rejection of his/their bid(s) shall be entertained only within 07 (seven) days of the issuing of the Letter of Acceptance (LOA) to the other eligible tenderer(s).
- 10.0** 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.
- 11.0** Prospective tenderer(s) may contact Dy. CSTE/C/AGC (e-mail id: dycstecagc@gmail.com& Mobile No.9794835858 for obtaining further clarifications, if required, during working hours. However, any clarification sought by the contractor either on mail/mobile/in-person shall be accepted/entertained only up to 07 (seven) days prior to date of opening of tender. Railways is not bound to entertain any clarification sought after the said period.
- 12.0** In case of any discrepancies and doubt between this tender document and GCC-2022, Provisions of GCC-2022 will prevail over (same is attached along with tender).

North Central Railway
TENDER FORM (FIRST SHEET)

Tender No: SIG/WS/Contract/AGC/93A

Name of Work: Indoor and outdoor telecommunication work with laying of OFC & 6 quad cable and Supply & installation of PDMUX and installation of STM in connection with Gauge Conversion with provision of single line in Gwalior-Sheopurkalan section of Jhansi Division on N.C. Railway.

To

**The President of India,
Acting through the
Dy. CSTE/C/AGC
NCR.**

1. I/We _____ have read the various conditions to tender attached hereto and agree to abide by the said conditions. I/We also agree to keep this offer open for acceptance for a period of _____ days from the date fixed for closing of the tender and in default thereof, I/We will be liable for forfeiture of my/our "Bid Security". I/We offer to do the work for _____ Railway, at the rates quoted in the attached bill(s) of quantities and hereby bind myself/ourselves to complete the work in all respects within _____ months from the date of issue of letter of acceptance of the tender.
2. I/We also hereby agree to abide by the Indian Railways Standard General Conditions of Contract, with all correction slips up-to-date and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by Railway in the annexed Special Conditions/Specifications, Standard Schedule of Rates (SSOR) with all correction slips up-to-date for the present contract.
3. A Bid Security of ₹ _____ 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 the 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. **Bid Security-** To be Submitted Rs 763800.00 as per GCC April-2022.
5. (a) I/We am/are a Startup firm registered by Department of Industrial Policy and Promotion (DIPP) and my registration number is valid up to (Copy enclosed) and hence exempted from submission of Bid Security.
6. We are a Labour Cooperative Society and our Registration No. is withand hence required to deposit only 50% of Bid Security.
7. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.

Signature of the Tenderer(s)

Signature of Witnesses: -

Date:

1. _____
2. _____

Address of the Tenderer(s)
(Complete postal address)

INSTRUCTION TO TENDERER(S)

1.0	<u>DETAILS OF WORKS:</u>
	Tenders are invited for the work as given on “ TOP SHEET ”
2.0	<u>TENDER DOCUMENTS:</u> <u>A In case of tender value up to Rs.10 crore (Single Packet)</u> The following document will form parts of tender document: • Top sheet, • Tender Notice, • Addendum/Corrigendum, if any, • Covering Note • Tender form (First sheet) • Instructions to tenderer/s along with related Annexures, • Conditions relating to site data and specifications along with related Annexures, • Schedule of Items, Rates, and Bill of Quantities. • This Bid shall contain all the documents as listed in Annexure-1 & Annexure-2 of Tender Notice. • Tenderers are requested to ensure that all such documents and Annexures duly filled in are uploaded, complete in all respects failing which his/their offer is likely to be rejected/summarily rejected, as applicable. NOTE • 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 <u>B In case of tender value more than Rs.10 crore (Two packet)</u> The following document will form part of tender document: Packet I – Technical cum commercial Bid • Top sheet, • Tender Notice, • Addendum/Corrigendum, if any, • Covering Note. • Tender form (first sheet), • Instructions to the Tenderers along with related Annexures, • Conditions related to Site Data and Specifications along with related

	Annexures. - Tenderers are requested to ensure that all such documents and Annexures duly filled in are uploaded, complete in all respects failing which his/their offer is likely to be rejected/summarily rejected, as applicable. Note - 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 • Packet 2 – Financial Bid It will contain the Schedule of Items and Quantities with provision for quoting of rates by tenderers.
2.1	<u>SUBMISSION OF TENDERS:</u>
2.1.1 (a)	The offer is to be uploaded online upto 06/10/2022 by 15:00hrs (D2) along with scanned copy of all the requisite document (as per Annexure 1 & 2 of tender notice). Tenderer may have to submit the original Documents in physical form at short notice whenever asked by Railway at any stage of tender evaluation process or even after finalization of tender. In E-tender, all submissions of documents are to be uploaded on web-site. There may be last minute hiccups and delay in uploading the Documents etc. Tenderer's/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
2.1.1 (b)	Care in submission of tender
(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.
(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 and as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.
(iii)	The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to railway immediately after the award of contract, without which no payment shall be released to the contractor. The contractor shall be responsible for deposition of applicable

	GST to the concerned authority.
(iv)	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.
2.1.2	Cost of Tender Documents (a) The cost of tender document is Rs.NIL. (For e-tender through IREPS)
2.1.3	In case the intended date for opening of tenders is declared a holiday, the tenders will be opened on the next working day at the same time.
2.2	<u>COMPLETION OF TENDER DOCUMENTS:</u>
2.2.1	<u>The tenderers shall quote the rates of one single % age "Above/Below/At par" for the Schedule i.e., Sch A, Sch B, Sch C and so on (as the case may be). Every possible fluctuation, in the rate of labour, material and general commodities, and other possibilities of each and every kind which may affect the rates, should be considered and kept in view before quoting the rates and no claim on this account shall be entertained by the Railway under any circumstances except the price escalation payable as per price variation clause, if any, provided separately in the tender documents."</u>
2.2.2	The quantities shown in the attached Schedule 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 Schedule. 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 liable to be ignored and will not be considered.
2.2.3	Each page of the tender papers will be treated assigned/ accepted by the tenderer(s) or such person(s) on his/their behalf who is/are legally authorized to sign for him/them and to enter into commitments on their behalf.
2.2.4	The rates, rebates and/or other financial terms, if any, quoted by tenderer in the relevant fields of the Financial Bid page will only be the ruling terms for deciding the inter-se ranking, and any such condition having financial repercussions, if quoted by them anywhere else including attached documents shall not be considered for deciding inter-se ranking <u>NOTE: The detailed breakup of items quoted in Schedule as above are to be uploaded with the Financial Bid only and not with technical bid. Any attempt to upload the financial bid/rates/cost along with technical bid will cause the summarily rejection of the offer.</u>
2.2.5	Additional conditions or stipulations should be avoided. However, additional conditions or stipulations, if any, must be made by the tenderer/s in a covering letter with the tender. The Railway reserves the right not to consider conditional tenders and reject the same without assigning any reason. Only those additional conditions which are explicitly accepted by the Railway shall form part of the contract.
2.2.6	

2.2.7	The tenderers shall upload a certificate stating that they are liable to be disqualified in case their statements/documents submitted along with bid are not found to be true and factual. Standard format of the certificate to be submitted by the bidder is enclosed as Annexure-M. <u>Non submission of the certificate by the bidder shall result in summarily rejection of his/their bid.</u> 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. 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. If contents in documents uploaded/submitted by tenderers are found to be incorrect/false, action will be taken against such tenderers as per provisions contained in certificate submitted by them as Annexure - M. (a) 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 here under nor will it affect any rights of the railway there under. b) 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 Security deposit/bank Guarantee (as the case may be) besides banning of business for a period of upto five years over IR
	(c) 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. Performance Guarantee/Security Deposit available with the railway (as the case may be) shall be forfeited. In addition, other dues of the contractor, if any, under this contract shall be forfeited and agency shall be banned for doing business for a period of upto five years over IR.
2.2.8	Tenderer may have to submit the original Documents in physical form at short notice whenever asked by Railway at any stage of tender evaluation process or even after finalization of tender.
2.2.9	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 etc. Tenderer's/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
2.2.10	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.
2.2.11	The works are required to be completed within a period of 09 months from

	the date of issue of acceptance letter.
2.2.12	The tenderer whether sole proprietor / a company or a partnership firm / joint venture (JV) / registered society / registered trust / HUF / LLP etc if they want to act through agent or individual partner(s), should submit along with the tender, a copy of power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person, specifically authorizing him/them to sign the tender, submit the tender and further to deal with the Tender/ Contract up to the stage of signing the agreement except in case where such specific person is authorized for above purposes through a provision made in the partnership deed / Memorandum of Understanding / Article of Association/Board resolution, failing which tender shall be summarily rejected. A separate power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person, shall be submitted after award of work, specifically authorizing him/them to deal with all other contractual activities subsequent to signing of agreement, if required. Note: A Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.
2.2.13	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 gazetted rank or retired gazetted officer working before his retirement in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, and now in his employment, then the tenderer will ensure that retired Engineer or retired gazetted officer had retired from government service at least 1 year prior to the date of his employment with tenderer and in case he had retired from service within a year then he possesses the requisite permission from the President of India or any officer, duly authorized by him in this behalf, to get associated with the tenderer. (c) Should a tenderer or Contractor being an individual, have member(s) of his family or in the case of partnership firm/ company / joint venture (JV) / registered society / registered trust etc. one or more of his partner(s)/shareholder(s) or member(s) of the family of partner(s)/shareholder(s) having share of more than 1% in the tendering entity employed in gazetted capacity in the Engineering or any other department of the railway, then the tenderer at the time of submission of tender, will inform the authority inviting tenders the details of such persons. <u>Note:</u> -If information as required as per (a), (b) and (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. <u>The information shall be submitted as per Annexure-Q.</u>
2.3	<u>CREDENTIALS TO BE UPLOADED/SUBMITTED ALONGWITH TENDER DOCUMENTS:</u>
2.3.1	Tenderer(s) should upload documents and certificates to show that he/they has/have satisfactorily carried out works of the type involved in the construction of the work being tendered for. He/they should also produce proof of the satisfaction of the Railway of his/their technical ability and financial stability to undertake the work of the magnitude tendered for.
2.3.2	The tenderer(s) shall upload with his/their tender a list of serviceable machinery, tools and plants, equipments and vehicles he/they has/have in hand for executing the work & those, he/they intends/intend to purchase.
2.3.2 (A)	The tenderer(s) must upload along with his/their tenders: -
(i)	Statement showing similar works executed by him/them
	<u>Similar nature of work: “Telecom work involving laying of OFC or Quad</u>

	cable and supply & provision of indoor OFC equipments like SDH or PDMUX or both.”
(ii)	Certificates of successful completion of his/their work (As per Annexure-L of the tender document)
(iii)	A statement of all payments received against all successfully completed work/ works in progress of all types (not necessarily similar to type of work in this tender) indicating the Organizations/Units from which the payments have been received. Necessary certificates in this regard, from the authorities who made the payments, for three preceding financial years and the current financial year upto the date of opening of the tender should be upload, duly self-attested.
(iv)	A list of their Engineering Organization and equipments, construction Tools and Plants available with them.
(v)	Technical Eligibility Criteria
	(a) The tenderer must have successfully completed or substantially completed any of the following during last 07 (seven) years, ending last day of month previous to the one in which tender is invited, under Government /Semi Government /PSU: Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, or Two similar works each costing not less than the amount equal to 40% of advertised value of the tender, or One similar work each costing not less than the amount equal to 60% of advertised value of the tender. (b) (i) In case of tenders for composite works (e.g., works involving more than one distinct component, such as Civil Engineering works, S&T works, Electrical works, OHE works etc. and in the case of major bridges – substructure, superstructure etc.), tenderer must have successfully completed or substantially completed any of the following during last 07 (seven) years, ending last day of month previous to the one in which tender is invited: Three similar works each costing not less than the amount equal to 30% of advertised value of each component of tender, or Two similar works each costing not less than the amount equal to 40% of advertised value of each component of tender, or One similar work each costing not less than the amount equal to 60% of advertised value of each component of tender. Note for (b) (i): Separate completed works of minimum required values shall also be considered for fulfillment of technical eligibility criteria for different components. (b) (ii) In such cases, any work or set of works shall be considered to be a

	separate component, only when cost of the component is more than ₹ Lakh/Crore each. <u>(As per item (b) (ii) under 'Technical' in E-tender notice)</u> (b)(iii) To evaluate the technical eligibility of tenderer, only components of work as stipulated in tender documents for evaluation of technical eligibility, shall be considered. The scope of work covered in other remaining components shall be either executed by tenderer himself if he has work experience as mentioned in clause 7 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 competent authority in writing. However, if required in tender documents by way of Special Conditions, a formal agreement duly notarised, legally enforceable in the court of law, shall be executed by the main contractor with the subcontractor for the component(s) of work proposed to be executed by the subcontractor(s), and shall be submitted along with the offer for considering subletting of that scope of work towards fulfilment of technical eligibility. Such subcontractor must fulfill technical eligibility criteria as follows: The subcontractor shall have successfully completed at least one work similar to work proposed for subcontract, costing not less than 35% value of work to be subletted, in last 5 years, ending last day of month previous to the one in which tender is invited through a works contract. Note: for subletting of work costing up to Rs 50 lakh, no previous work experience of subcontractor shall be asked for by the Railway. <u>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 competent authority in writing.</u> <u>Note for 2.3.2 A (v): -</u> Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organization, work experience certificate issued by Public listed company having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of closing of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates. In case tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate.
(vi)	<u>Financial Eligibility Criteria:</u>

(a)	As a proof of sufficient financial capacity and organizational resources, the tenderer(s) 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.
(b)	<u>The following will be applicable in evaluating the eligibility/Explanation of Eligibility Criteria</u>
(i)	<u>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.</u>
(ii)	In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfilment of credentials.
(iii)	If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfilment of credentials.
(iv)	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.
(v)	If a part or a component of work is completed but the overall scope of contract is not completed, this work shall not be considered for fulfilment of

	technical credentials even if the cost of part completed work/component is more than required for fulfilment of credentials.
(vi)	In case a work is considered similar in nature for fulfilment of technical credentials, the overall cost including the PVC amount (if paid) of that completed work or substantially completed work, shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.
(vii)	The value of final bill including PVC amount-if paid, or otherwise in case final bill is pending the contract cost in last approved variation statement plus PVC amount paid or cumulative amount paid up to last on-account bill including PVC amount and statutory deductions whichever is less, shall be considered as the completion cost of work.
(viii)	<u>In case of newly formed partnership firm</u> , the credentials of individual partners from previous propriety firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution / split and their share in newly formed partnership firm. For example, a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of $0.3 \times 0.2 \times \text{value of the work done in the previous entity}$. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.
(ix)	<u>In case of existing partnership firm</u> , 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.
(x)	<u>In case of existing partnership firm if any new other partner(s) joins the firm</u> , 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 (vi) 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.
(xi)	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.
(xii)	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.
(xiii)	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.
(xiv)	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.
(xv)	In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm.
(xvi)	In case company A is merged with company B, then company B would get the credentials of company A also.
Note (a):	If the tenderer(s) is a JV/Consortium, each partner of JV/Consortium should have good credentials and the JV/Consortium should meet the technical and financial eligibility criteria as per the guide lines given in Annexure K and K-1.
Note (b):	If the tenderer(s) is a Partnership Firm, the conditions and the technical & financial eligibility criteria will be applicable as per guidelines given in Annexure K-2.
(xv)	<u>Bid Capacity: Applicable for tenders value more than Rs 20 Crore.</u>
	For tenders having advertised value more than Rs 20 crore wherein eligibility criteria include 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 = $[A \times N \times 2] - 0.33 \times N \times B$ Where, A = Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender), taking into account the completed as well as works in progress.

	N= Number of years prescribed for completion of work for which bids has been invited, B = Existing commitments and balance amount of ongoing works with tenderer as per the prescribed proforma of Railways for statement of all works in progress and also the works which are awarded to tender but yet not started upto the date of inviting of tender. Note: (a) 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 work as per the prescribed Performa in Annexure-H of GCC- April 2022 for statement of all works in progress and also the works which are awarded to tenderer but yet not started up to the date of inviting of tender for calculating B. In case of no works in hand, a Nil statement should be furnished. Document in support of above statement must be attached. This statement should be submitted duly verified by Chartered Accountant. (b) In case of JV, the tenderer(s) must furnish the details of existing commitments and balance amount of ongoing works with each member of JV 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. In case of no works in hand, a 'NIL' statement should be furnished. This statement should be submitted duly verified by Chartered Accountant. (c) Value of a completed work/work in progress/work awarded but yet not started for a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying his/her compliance to the above-mentioned bid capacity in the tender under consideration. (d) The arithmetic sum of individual "bid capacity" of all the members shall be taken as JV's "bid capacity". (e) In case the tenderer(s) fails to upload the above statements (Annexure-H) along with offer, it will be considered incomplete and will be summarily rejected. (f) The available bid capacity of tender shall be assessed based on the details/document uploaded by the tenderer. In case the available Bid capacity is lesser than advertised cost of work put to tender, his offer shall not be considered even if he has been found eligible in other eligibility criteria.
(xvi)	No Technical and Financial credentials are required for tenders having advertised value up to Rs 50 lakh.
2.4	<u>CONSTITUTION OF THE FIRM:</u>

2.4.1	(i) The tenderer shall clearly specify whether the tender is submitted on his own (Proprietary Firm) or on behalf of a Partnership Firm / Company / Joint Venture (JV) / Registered Society / Registered Trust / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. The tenderer(s) shall enclose the attested copies of the constitution of their concern, and copy of PAN Card along with their tender. Tender Documents in such cases are to be signed by such persons as may be legally competent to sign them on behalf of the firm, company, association, trust or society, as the case may be. <u>(ii) Following documents shall be submitted by the tenderer:</u>
(A)	<u>Sole Proprietorship firm:</u>
	(i) All other documents in terms of explanatory notes in clause 2.3 above.
(B)	<u>Partnership Firm:</u>
	<u>The following documents shall be submitted by the partnership firm, with the tender:</u> (i) A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar. (ii) A notarized or registered copy of Power of Attorney in favour of the individual to tender for the work, sign the agreement etc. and create liability against the firm. (iii) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the bid ineligible or the contract shall be determined under Clause 62 of the Standard General Conditions of Contract. (Standard Performa as per Annexure-T) (iv) All other documents in terms of explanatory notes in clause 2.3 above. <u>Evaluation of eligibility of a partnership firm:</u> Technical and financial eligibility of the firm shall be adjudged based on satisfactory fulfillment of the eligibility criteria laid down in Clause 2.3.2A(v) and (vi) of eligibility criteria by the partnership firm.
(C)	<u>Joint Venture (JV):</u>
	If the tender is uploaded on behalf of a JV, the tenderer must upload the following:
(1)	A copy of Memorandum of Understanding (MOU) duly executed by the JV members on a stamp paper shall be submitted by the JV firm along with the tender. The complete details of the members of the JV firm, their share and responsibility in the JV firm etc. particularly with reference to financial, technical and other obligations shall be furnished in the MOU. <u>(The MOU Format for this purpose is enclosed as Annexure K1).</u>
(2)	Notarised Power of Attorney/authorization duly executed by all JV constituents, in favour of the individual signing the tender document, negotiate, execute, sign etc. on behalf of the JV; and <u>(Standard Performa</u>

	<u>as per Annexure O-3)</u>
(3)	In addition, following documents must be upload/submit by the JV firms along with the tender: -
(i)	In case one or more of the members of the JV firms is /are partnership firm(s), following documents shall be uploaded/submitted.
	(i) A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar. (ii) A copy of consent of all the partners or individual authorized by partnership firm, to enter into the Joint Venture Agreement on a stamp paper. <u>(Standard Performa as per Annexure O-4)</u> (iii) A notarized or registered copy of Power of Attorney in favour of the individual to sign the MOU/JV Agreement on behalf of the partnership firm and create liability against the firm. <u>(Standard Performa as per Annexure O-5)</u> (iv) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the bid ineligible or the contract shall be determined under Clause 62 of the Standard General Conditions of Contract. <u>(Standard Performa as per Annexure-T)</u>
(ii)	In case one or more members of JV is/are Proprietary Firm or HUF, the following documents shall be uploaded/submitted: (i) A copy of notarized affidavit on Stamp Paper declaring that his Concern is a proprietary Concern and he is sole proprietor of the Concern OR he who is signing the affidavit on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF. <u>(Standard Affidavit as per Annexure O-6)</u>
(iii)	In case one or more members of JV is/are Companies, the following documents shall be submitted/uploaded:
	(a) A copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement. <u>(Standard format as per Annexure-O-8)</u> (b) Copy of Memorandum and Articles of Association of the Company duly registered as per prevailing law. (c) 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 <u>(Standard Performa as per Annexure O-7)</u> (d) A copy of Certificate of Incorporation
(iv)	In case one or more members of JV is/are LLP firm, the following documents

	shall be submitted/uploaded: (i) A copy of LLP Agreement (ii) A copy of Certificate of Incorporation of LLP (iii) A copy of resolution passed by partners of LLP firm, permitting the Firm to enter into a JV agreement <u>(Standard proforma as per Annexure O-13)</u> (iv) A copy of Authorization /copy of Power of Attorney issued by the LLP firm (backed by resolution passed by the Partners) in favour of the individual, to sign the tender and/or sign the MOU/ JV agreement on behalf of the LLP and create liability against the LLP. <u>(Standard proforma as per Annexure O-14)</u> (v) An undertaking by all partners of the LLP that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract. <u>(Standard Performa as per Annexure-T)</u>
(v)	In case one or more members of the JV is/are Society/s or Trust/s, the following documents shall be submitted: (i) A copy of Certificate of Registration (ii) A copy of Memorandum of Association of Society/Trust Deed (iii) A copy of Rules & Regulations of the Society (iv) A copy of Power of Attorney, in favour of the individual to sign the tender documents and create liability against the Society/Trust.
4.	All other documents in terms of explanatory notes in clause 2.3 above.
(D)	<u>Company:</u>
	If the tender is uploaded on behalf of a Company registered under Companies Act-2013, the tenderer must submit/upload the following documents: (i) Copy of the MOA (Memorandum of Association) and AOA (Article 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. <u>(Standard Performa as per Annexure O-9)</u> (vi) All other documents in terms of explanatory notes in clause 2.3 above.
(E)	<u>Registered Society & Registered Trust:</u>
	The tenderer must upload following, (1) A copy of Certificate of Registration (2) A copy of Memorandum of Association of Society/Trust Deed (3) A copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust.

	(4) A copy of Rules & Regulations of the Society (5) All other documents in terms of explanatory notes in clause 2.3 above.
(F)	LLP (Limited Liability Partnership) Firm: If the tender is submitted on behalf of a LLP Firm registered under LLP Act-2008, the tenderer shall upload along with the tender- (iv) A copy of LLP Agreement (v) A copy of Certificate of Incorporation (vi) A copy of Power of Attorney/Authorisation issued by the LLP Firm (Standard Performa as per Annexure O-11) along with notarised copy of resolution of partners (Standard proforma as per Annexure O-12) in favour of the individual to sign the tender on behalf of the LLP Firm. and create liability against the LLP. (vii) An undertaking by all partners of the LLP that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were / are partners/members. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract. (Standard Performa as per Annexure-T) (viii) All other documents in terms of explanatory notes in clause 2.3 above.
G.	HUF: (i) A copy of notarized affidavit on Stamp Paper declaring that he who is submitting the tender on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF (ii) All other documents in terms of explanatory notes in clause 2.3 above.
2.4.1.1	(g) After opening of the tender, any document pertaining to the constitution of the firm/JV/sole proprietorship/partnership firm/company/Registered Trust/Registered Society/LLP (as applicable), shall not be entertained/considered under any circumstances and no claim or representation whatsoever from the tenderer in this regard shall be entertained. (h) No change in the constitution of the firm/JV/sole proprietorship/partnership firm/company/ Registered Trust/Registered Society/LLP shall be permitted after opening of the tender except where necessitated due to the operation of succession law. Note: 1. If all the requisite documents pertaining to the constitution of the firm/ JV/ sole proprietorship/ partnership firm/ company/ Registered Trust/ Registered Society/ LLP etc., as specified in clause 2.4.1 above, are not submitted, offer will be considered as incomplete and shall be summarily rejected.

	2. Standard Proforma/Affidavit O-1 to O-14 are given as per Constitution of Firm requirement in respective clause of Sole Proprietorship firm/Partnership firm/JV/Company Registered Trust/Registered Society/LLP for guidance purpose.						
2.4.2	(a) If the tenderer(s) expire(s) after the submission of his / their tender or after the acceptance of his / their offer, the Railway shall deem such tender cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the Railway shall deem such tender as cancelled, unless the firm retains its character. (b) NOTE: <u>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.</u>						
2.5	<u>INCOME TAX DEDUCTION:</u>						
2.5.1	Under Section 194-C of the Income Tax Act 1961, deduction of 1.5% plus surcharge as applicable on Income Tax will be made for sums paid for carrying out the work under this contract.						
3.0	<u>Bid Security:</u> Rs 763800.00 as per GCC April-2022 (1) (a) The tenderer shall be required to submit the Bid Security with the tender for the due performance with the stipulation to keep the offer open till such date as specified in the tender, under the conditions of tender. The Bid Security shall be as under: <table border="1"> <thead> <tr> <th>Value of the Work</th><th>Bid Security</th></tr> </thead> <tbody> <tr> <td>For works estimated to cost up to ₹ 1 crore</td><td>2% of the estimated cost of the work</td></tr> <tr> <td>For works estimated to cost more than ₹ 1 crore</td><td>₹ 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</td></tr> </tbody> </table> 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	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
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						

	thereof in a manner not acceptable to the Engineer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the Railway. (c) If his tender is accepted, this Bid Security mentioned in sub para (a) above will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract. The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon. (2) The Bid Security shall be deposited either in cash through e-payment gateway or submitted as Bank Guarantee bond from a scheduled commercial bank of India or as mentioned in tender documents. The Bank Guarantee bond shall be as per Annexure-VIA of GCC- April 2022 and shall be valid for a period of 90days beyond the bid validity period. (3) In case, submission of Bid Security in the form of Bank Guarantee, following shall be ensured: i. A scanned copy of the Bank Guarantee shall be uploaded on e-Procurement Portal (IREPS) while applying to the tender. ii. The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document within 5 working days of deadline of submission of bids. iii. Non submission of scanned copy of Bank Guarantee with the bid on e-tendering portal (IREPS) and/or non submission of original Bank Guarantee within the specified period shall lead to summary rejection of bid. iv. The Tender Security shall remain valid for a period of 90 days beyond the validity period for the Tender. v. The details of the BG, physically submitted should match with the details available in the scanned copy and the data entered during bid submission time, failing which the bid will be rejected vi. The Bank Guarantee shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification “Bid for the ***** Project” and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right-hand top corner of the envelope.
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	vii. The envelope shall be addressed to the officer and address as mentioned in the tender document. viii. If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.
3.1.1	(a) Subject to exemptions provided under para 5(1) (a) of Part-1 (ITT) of this document, the tender must be accompanied by a Bid Security as mentioned in tender documents, failing which the tender shall be summarily rejected. (b) The Tenderer(s) shall keep the offer open for a minimum period of 60 days (in case of two packet system of tendering 90days) from the date of closing of the Tender. It is understood that the tender documents have been issued to the Tenderer(s) and the Tenderer(s), is / are permitted to tender in consideration of the stipulation on his / their part that after submitting his / their tender subject to the period being extended further, if required by mutual agreement from time to time, he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to _____ Railway. Should the tenderer fail to observe or comply with the foregoing stipulation, the amount deposited or Bank guarantee bond submitted as Bid Security for the due performance of the above stipulation, shall be forfeited to the Railway. (c) If his tender is accepted, - the Bid Security mentioned in sub para(a) above deposited in cash through e-payment gateway will be retained as part security for the due and faithful fulfilment of the contract in terms of Clause 16 of the Standard General Conditions of Contract; - the Bid Security mentioned in sub para(a) above submitted as Bank guarantee bond, will be encashed as part security for the due and faithful fulfilment of the contract in terms of Clause 16 of the Standard General Conditions of Contract. - The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation to the Bid Security that may happen thereto while in their possession, nor be liable to pay interest thereon. (d) In case Contractor submits the Term Deposit Receipt/Bank Guarantee Bond towards either the Full Security Depositor the Part Security Deposit equal to or more than Bid Security, the Railway shall return the Bid Security so retained as per sub para(c) above, to the Contractor.

4.0	<u>ACCEPTANCE OF TENDER</u>
4.1	(i) IF THE TENDERER(S) DELIBERATELY GIVES WRONG INFORMATION/CREDENTIALS/DOCUMENTS IN HIS/THEIR TENDERS AND THEREBY CREATE(S) CIRCUMSTANCES FOR ACCEPTANCE OF HIS/THEIR TENDER, RAILWAY RESERVES THE RIGHT TO REJECT SUCH TENDER AT ANY STAGE, BESIDES, SHALL SUSPEND THE BUSINESS upto FIVE YEARS OVER IR”.
	(ii) If on verification of credentials, at the evaluation stage, it is found that the tenderer has submitted forged/fake documents in support of his offer, his Security deposit/Bank Guarantee (as the case may be) shall be forfeited besides suspending business with him/them upto five years over IR.
4.2	The authority for acceptance of the tenders’ rests with CSTE/C/NCR or any other authority (as the case may be), who does not undertake to assign reasons for declining to consider any particular tender or tenders. He also reserves the right to accept the tender in whole or in part or to divide the tender amongst more than one tenderer if deemed necessary.
4.3	The successful tenderer/s shall be required to execute an agreement with the President of India acting through the Dy. DSTE/C/AGC or any other authority (as the case may be) for carrying out of the work as per agreed conditions.
4.3.1	The contractors operations and proceedings in connection with the works shall at all times be conducted during the continuance of contract in accordance with the laws, ordinance, rules and regulations for the time being in force and the contractor shall further observe and comply with the bye-laws and regulations of the Govt. of India, State Govt. and of Municipal & other authorities having jurisdiction in connection with the works or site over operations such as these are carried out by the contractor/s and shall give all notice required by such bye-laws and regulations. The Hospital and medical regulations in force for the time being shall also be complied with by the contractor/s and his workmen.
4.3.2	The contractor shall be responsible for the observance of the rules and regulations under the mines act and mineral rules and Indian Metallurgical rules and regulations of State/Central Govt. concerned as amended from time to time.
4.3.3	Contractor shall at all times keep the railway administration indemnified against all penalties that may be imposed by the Govt. of India or State Govt. for infringements or any of the clauses of the mines act and rules made there under in respect of quarries from which the ballast for these works is procured.
4.3.4	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.
4.4	The tenderer/s shall not increase his/their rate in case the Railway

	Administration negotiates for reduction of rates. Such negotiations shall not amount to cancellation or withdrawal of the original offer and rates originally quoted will be binding on the tenderer/s.
4.5	The tenderer/s shall submit an analysis of rates if called upon to do so.
4.6	Non-compliance with any of the conditions set forth herein is liable to result in the tender being rejected.
4.7	<u>Variation in quantity</u> <u>Modification to Contract to be in Writing:</u> In the event of any of the provisions of the contract required to be modified after the contract documents have been signed, the modifications shall be made in writing and signed by the Railway and the Contractor and no work shall proceed under such modifications until this has been done. Any verbal or written arrangement abandoning, modifying, extending, reducing or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on the Railway unless and until the same is incorporated in a formal instrument and signed by the Railway and the Contractor, and till then the Railway shall have the right to repudiate such arrangements. <u>Powers of Modification to Contract:</u> The Engineer on behalf of the Railway shall be entitled by order in writing to enlarge or extend, diminish or reduce the works or make any alterations in their design, character position, site, quantities, dimensions or in the method of their execution or in the combination and use of materials for the execution thereof or to order any additional work to be done or any works not to be done and the Contractor will not be entitled, to any compensation for any increase/reduction in the quantities of work but will be paid only for the actual amount of work done and for approved materials supplied against a specific order.
4.7.1	The tenderer/contractor will be bound to execute the additional quantities on the following terms and conditions. <u>Valuation of Variations:</u> The enlargements, extensions, diminution, reduction, alterations or additions referred to in 4.7.1.1 of this Clause shall in no degree affect the validity of the contract; but shall be performed by the Contractor as provided therein and be subject to the same conditions, stipulations and obligations as if they had been originally and expressly included and provided for in the Specifications and Drawings and the amounts to be paid therefor shall be calculated in accordance with the accepted Schedule of Rates. Any extra items/quantities of work falling outside the purview of the provisions of Sub-Clause (2) above shall be paid for at the rates determined under Clause-39 of these Conditions.
4.7.1.1	<u>Variation in items whose original agreement value is more than 1% of the total agreement value (Major value items)</u> (i) Unless otherwise specified in the special conditions of the contract, the accepted variation in quantity of each individual item of the contract would be upto 25% of the quantity originally contracted, except in case of foundation work. (ii) The Contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever upto

	the limit of 25% variation in quantity of individual item of works. (iii) In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, then same shall be executed at following rates - Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender; - Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender; - Variation in quantities of individual items beyond 150% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.
4.7.1.2	<u>Variation to quantities of Minor Value Item:</u> The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1 % of the total original agreement value. - Quantities operated upto and including 100% of the agreement quantity of the concerned minor value item, shall be paid at the rate awarded for that item in that particular tender; - Quantities operated in excess of 100% but upto 200% of the agreement quantity of the concerned minor value item, shall be paid at 98% of the rate awarded for that item in that particular tender; - Variation in quantities of individual minor value item beyond 200% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.
4.7.1.3	- In case of earthwork, the variation limit of 25% shall apply to the gross quantity of earthwork items and variation in the quantities of individual classifications of soil shall not be subject to this limit. - In case of foundation work, no variation limit shall apply and the work shall be carried out by the Contractor on agreed rates irrespective of any variation. - As far as SOR items are concerned, the variation limit of 25% would apply to the value of SOR schedule as a whole and not on individual SOR items. However, in case of NS items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).
5.0	<u>Security Deposit and Performance Guarantee on Acceptance of Tender</u>
5.1	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.
5.1.1	Refund of Security Deposit: Security Deposit shall be returned to the Contractor along with or after the following: (a) Final Payment of the Contract as per clause 51. (1) of GCC, and (b) Execution of Final Supplementary Agreement or Certification by Engineer that Railway has No Claim on Contractor, and (c) Issue of Maintenance Certificate on expiry of the maintenance period as per clause 50. (1) of GCC. Note: - The Competent Authority to issue above Maintenance Certificate shall normally be the authority who is competent to sign the contract. If this Competent Authority is of the rank lower than JA Grade, then a JA Grade Officer (concerned with the work) should issue the certificate. The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the Contractor and that there is no due from the Contractor to Railways against the contract concerned.
5.1.2	Forfeiture of Security Deposit: Whenever the contract is rescinded as a whole under clause 62 (1) of GCC, 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 GCC, the Security Deposit shall not be forfeited.
5.1.3	No interest shall be payable upon the Bid Security and Security Deposit or

	amounts payable to the Contractor under the Contract, but Government Securities deposited in terms of Sub-Clause 16. (4)(b) of this clause will be payable with interest accrued thereon.
5.2	<u>Performance Guarantee:</u> The procedure for obtaining Performance Guarantee is outlined below: 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 duly forfeiting the dues, if any, payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work. (a) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms amounting to 3% of the original contract value: <u>(Format as per Annexure-A)</u> (i) A deposit of cash; (ii) Irrevocable Bank Guarantee; (iii) Government Securities including State Loan Bonds at 5% below the market value; (iv) Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds. These forms of performance Guarantee could be either of the State Bank of India or of any of the Nationalized Banks; (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 (xii) FDR in favour of Dy. FA&CAO/Con/AGC (free from any encumbrance). 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. Note: Additional PBG from abnormally low bids has been abolished. (c) (i) A Performance Guarantee shall be submitted by the successful

	Bidder after the letter of acceptance has been issued, but before signing of the agreement. This PG shall be initially valid up to the stipulated date of completion plus 60 (Sixty) days beyond that. In case, the time of completion of work gets extended, the contractor shall get the validity of PG extended time for completion of work plus 60 (Sixty) days. (1) If Railway PSUs are awarded contracts through competitive bidding (Open Tender, Special Limited Tender etc.,) the normal rule regarding submission of Performance Guarantee as applicable to other tenderer/s. shall be applicable to these PSUs. (2) Wherever the Railway PSUs are awarded works contracts by Railways, on Single Tender basis, they are exempted from the requirement of submitting Performance Guarantee. (3) However, in the event of failure of the Railway PSU to successfully execute the contract as per terms and conditions laid down in the Agreement, a penalty equivalent to 5% (Five Percent) of the original value of contract would be levied. (d) The Performance Guarantee (PG) shall be released after the Physical completion of the work based on the "Completion Certificate" issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily. The competent authority shall normally be the authority who is competent to sign this contract. If the competent authority is of the rank lower than JA Grade, then a JA Grade Officer (concerned with the work) should issue certificate. The security deposit shall, however, be released only after expiry of the maintenance period and after passing the final bill based on 'No claim certificate' from the contractor. (e) In the event of any or several of the courses, referred to in Clause 62-(1) of standard GCC, being adopted: (i) The Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any commitments or made any advances on account of or with a view to the execution of the works or the performance of the contract and Contractor shall not be entitled to recover or be paid any sum for any work thereto for actually performed under the contract unless and until the Engineer shall have certified the performance of such work and the value payable in respect thereof and the Contractor shall only be entitled to be paid the value so certified. (ii) In the contract which has been rescinded as a whole, the Security Deposit already with railways under the contract shall be encashed/ forfeited and the Performance Guarantee already submitted for the contract shall be encashed. The balance work shall be got done independently without risk & cost of the failed Contractor. The failed Contractor shall be debarred from participating in the tender for executing the balance work. If the failed Contractor is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm. Further the authorized representative of failed Contractor cannot be accepted as authorized
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	representative in new contract. (iii) In the contract rescinded in part or parts, (A) The full Performance Guarantee for the contract shall be recovered. No additional Performance Guarantee shall be required for balance of work being executed through the part terminated contract. The contract value of part terminated contract stands reduced to the balance value of work under the contract. (B) The Security Deposit of part terminated contract shall be dealt as per clause 16(2) of GCC. (C) The defaulting Contractor shall not be issued any completion certificate for the contract. (D) The balance work shall be got done independently without risk & cost of the failed Contractor. The failed Contractor shall be debarred from participating in the tender for executing the balance work. If the failed Contractor is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm. (E) Further the authorized representative of failed Contractor will not be accepted as authorized representative in new contract. (F) The Engineer or the Engineer's Representative shall be entitled to take possession of any materials, tools, implements, machinery and buildings on the works or on the property on which these are being or ought to have been executed, and to retain and employ the same in the further execution of the works or any part thereof until the completion of the works without the Contractor being entitled to any compensation for the use and employment thereof or for wear and tear or destruction thereof. (G) The Engineer shall as soon as may be practicable after removal of the Contractor fix and determine ex-parte or by or after reference to the parties or after such investigation or enquiries as he may consider fit to make or institute and shall certify what amount (if any) had at the time of rescission of the contract been reasonably earned by or would reasonably accrue to the Contractor in respect of the work then actually done by him under the contract and what was the value of any unused, or partially used materials, any constructional plant and any temporary works upon the site. The legitimate amount due to the Contractor after making necessary deductions and certified by the Engineer should be released expeditiously. (f) The Engineer shall not make a Claim under the Performance Guarantee except for amount 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.
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	(iii) The Contract being determined or rescinded under clause 62 of the GCC.
5.3	<u>Participation of Railway PSUs</u> : Please refer the item (5.2) (c) ((1), (2) and (3)) above.
6.0	<u>CONDITIONS OF CONTRACT AND SPECIFICATIONS</u>
6.1	Except where specifically stated otherwise in the tender documents the work is to be carried out in accordance with (i) Indian Railways Standard General Conditions of Contract, April-2022 amended from time to time and upto date. These standard GCC are available on Railway Board website for download. (www.indianrailways.gov.in)
6.2	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: - Letter of Acceptance/ Letter of Award - Bill(s) of Quantities - Special Conditions of Contract - Instruction to Tenderer - Technical Specifications as given in tender documents - Technical Drawings issued from RDSO, Zonal railways etc. - Indian Railways Standard General Conditions of Contract updated with correction slips issued up to the date of inviting of tender or as otherwise specified in the tender document. - Indian Railways Unified Standard Specifications (IRUSS-2019) updated with correction slips issued up to date of opening of tender or as otherwise specified in the tender document. - Indian Railways Unified Standard Specifications (Works and Material) 2010 updated with correction slips issued up to date of opening of tender or as otherwise specified in the tender document. - IR Specifications/Guidelines updated with correction slips issued up to date of opening of tender or as otherwise specified in the tender document. - Relevant B.I.S. Codes updated with correction slips issued up to date of opening of tender or as otherwise specified in the tender document.
7.0	<u>STUDY OF DRAWINGS AND LOCAL CONDITIONS</u>
7.1	The drawings for the works can be seen in the office of the CSTE/C/NCR/PRYJ. It should be noted by tenderer/s that these drawings are meant for general guidance only and the Railway may suitably modify them during the execution of the work according to the circumstances without making the Railways liable for any claims on account of such changes.
7.2	The tenderer/s is/are advised to visit the site of work and investigate actual conditions regarding nature and conditions of soil, difficulties involved due to inadequate stacking space, due to built up area around the site, availability of materials water and labour probable sites for labour camps, stores, godowns, etc. They should also satisfy themselves as to the sources of supply and adequacy for their respective purpose of different materials referred in the specifications and indicated in the drawings. The extent of lead and lift involved in the execution of works and any difficulties involved in the execution of work should also be examined before formulating the rates for

	complete items of work described in the schedule.
7.3	<u>Fencing at work site</u> Contractor(s) while executing the work shall provide suitable fencing/barricading to protect/segregate the existing Railway line and Railway passengers from any damage and un-toward incident, as per the directions or plan approved by Engineer-in-charge. The payment of barricading/fencing shall be paid under the relevant N.S. item if required. No work will be started till the fencing/barricading is provided and clearance in writing is issued by the Engineer-in-charge.
7.3.1	Suitable gates/barriers should be installed across the new embankment, preferably adjoining the manned/unmanned level crossings. The entry for the vehicles should be regulated by an authorized representative of the Engineer-in-charge during the working hours.
7.4	<u>Safety Gear:</u> During execution of the work, contractors shall ensure that all safety precautions are taken by their men to protect themselves and site to prevent any untoward incident. In this regard contractor will ensure that adequate number of safety helmets, safety belts, safety jackets with reflective arm band, rope, ladders emergency light etc. are available at site before the work is actually started. The above list is only indicating and is not exhaustive and safety item will be arranged as per the requirement. Railway reserve the right to stop the work in the absence of proper safety gear and no claim shall be entertained in this regard. Decision of the Engineer-in-charge will be final and binding upon the contractor. The cost of all the safety gear is deemed to have been included in the rates quoted and nothing extra is payable under this contract.
8.0	<u>PERIOD OF COMPLETION</u>
8.1	The entire work is required to be completed in all respects within 09 months from the date of issue of Acceptance letter/ Telegram. Time is the essence of contract. The contractor/s will be required to maintain speedy and required progress to the satisfactions of the Engineer to ensure that the work will be completed in all respects within the stipulated period failing which action may be taken by the Railway Administration in terms of Clause 16 and/or 17 and/or 62 (as applicable) of the Indian Railways Standard General Conditions of Contract, April-2022 amended from time to time and upto date.
8.2	The contractor/s shall arrange to execute the different items of works in close consultation with and as per directions of the Engineer so that other works being executed in the same area either departmentally or through another agency are also progressed concurrently. It may be noted, however, that any delay in the execution of departmental works, for whatsoever reason shall not be accepted as an excuse for non-performance of the contract.
8.3	The contractor/s will be required to give Dy. CSTE/C/AGC Officer in charge, a monthly progress report of the work done during the month on 4 th of the following month. He will also give to the Dy. CSTE/C/AGC Officer in charge, the programme of work to be done in coming month by 25 th of the preceding month. The programme will be subject to alteration or modifications at the direction of the Railways, who may discuss such modifications or alterations

	with the contractor as considered necessary. Approval of any programme shall not in any way relieve the contractor from any of his obligations to complete the whole of the work by the prescribed time or extended time, if any.
8.4	Bonus payment Clause
8.4.1	In case of open tenders having advertised value more than Rs 50 crore and original period of completion 12 months or more, when there is no reduction in original scope of work by more than 10%, and no extension granted on either railway or Contractor's account, Contractor shall be entitled for a bonus of 1% for each 30 days early completion of work. The period of less than 30 days shall be ignored while working out bonus. The maximum bonus shall be limited to 5% of original contract value. The completion date shall be reckoned as the date of issuance of completion certificate by engineer.
9.0	<u>RATES FOR PAYMENT</u>
9.1	The rates given in the attached schedule of rates tendered by the contractor and as accepted by the Railways will form the basis of payment for such items under this contract.
9.2	No material price variation or wages escalation on any account whatsoever the Compensation for 'Force Majeure' etc. shall be payable under this contract except price escalation clause payable as per price escalation clause, if any, provided separately in the tender documents.
9.3	The rates for any item of work not included in the (Schedule of Items, Rates and Quantities) and which the contractor may be called upon to do by Railway Administration shall be fixed by the supplementary written agreement between the contractor and the Railway before the particular item or items of work is/are executed. In the event of such agreement not being entered into and executed, the Railway may execute these works by making alternative arrangements. Railways will not be responsible for any loss or damages on this account.
9.3.1	The contractor shall work in close co-operation with the contractors, departmental staff working in the adjacent sections of railway & local authorities.
9.4	It should be specifically noted by the tenderers that no separate loading, unloading and leading charges for materials (which are supplied by the Railway) shall be paid for by the Railways and the rates quoted by the tenderer/s shall be inclusive of all these charges.
9.5	The item numbers, description, units and rates given in schedule of rates are as per NCR, Schedule of Rates, and any discrepancy during the execution of the work in the working rates, quantity and units etc. should be rectified by reference to the printed schedule of rates which be treated as authority and will be binding on the contractor.
9.6	Should there arise any items which may be necessary for the completion of work but which does not appear in the Schedule of Items, Rates and Quantities attached with tenders, its rate will be fixed by analysis of actual inputs of all types including labour and material or derived from the labour and material rates. The rates for such non-scheduled items occurring during the course of construction shall be payable subject to the approval of the competent authority. <u>No items or work requiring non-schedule rates will be carried out unless ordered to do so in writing by the Engineer.</u>

9.7	Payment for the work done will be made to the contract Standard Schedule of Rates or only when the formal agreement has been executed between the parties.
9.8	The rates quoted by the contractor and accepted by Railway as per Schedule of Items, Rates and Quantities shall form the basis of 'on <u>account payment</u> ' or the various items under this contract. <u>The formal Contract Agreement shall be as per format at Annexure-S.</u>
9.9	In the course of execution of various items of work under schedule of Items, Rates and Quantities, running bills (On account) payment for partly completed works will be made to the contractor. The quantum of such work for payment shall be decided by the Engineer-in-charge whose decision shall be final and binding on the contractor.
9.10	No 'On account payment' by the Railway shall protect the contractor/s against or prevent the Railway from recovering from the contractor/s any over payment made to him/them.
9.11	Final payment of the balance amount due, exclusive of the security deposit required in terms of Clause-5 of these ITT, will be made after the completion of the entire work and on the certification of the Engineer that work has been completed in all respects and found satisfactory. The security deposit will be refunded after the date of completion according to Clause 5.1 of these conditions.
9.12	<u>Final SUPPLEMENTARY AGREEMENT</u> After the work is completed or otherwise concluded by the parties with mutual consent, and taken over by the Railway as per terms and conditions of the contract agreement, and full and final payment is made by the Railway to the contractor for work done and there is unequivocal no claim on either side under the contract, the parties shall execute the final supplementary agreement, if applicable, as per Annexure-B.
10.0	<u>SETTING OUT WORKS</u>
10.1	The contractor is to set out the whole of the work in consultation with the engineer or an official to be deputed by the Engineer and during the progress of works to amend on the requisition of the Engineer any errors, which may arise there in and provide efficient and sufficient staff and labour thereon. The contractor shall also alter or amend any errors in the dimension lines on levels to the satisfaction of the Engineer or his authorized representative without claiming any compensation for the same.
10.2	The contractor shall provide, fix and be responsible for maintenance of all stocks, templates, profiles, land marks, points, burjies, monuments, center line pillars, reference pillars, etc and shall take all necessary precautions to prevent their being removed altered or disturbed and will be responsible for the consequence of such removal, alterations or disturbance and for their efficient reinstatement.
10.3	The contractor shall protect and support, as may be required or as directed by the Engineer, all building, fences, walls, towers, drains, road paths, waterways, foreshores banks, bridges, Railway ground and overhead electric lighting, the telegraphs/ telephones and crossing water service Main pipes and cables and wires and altogether matters and things of whatever

	kind not otherwise herein specified other than those specified or directed to be removed or altered which may be interfered with or which likely to be affected disturbed or endanger by the execution completion of maintenance of the works and shall support provided under this clause to such cases as directed by the Engineer. No payment shall be made by the Railway to the contractor for these works on account of delay for re-arrangement of road traffic or in the contractor having to carry out the short lengths and, in such places, as per conditions and circumstances may warrant. These will not form the basis of any claim and or dispute for compensation of any kind.
11.0	<u>DRAWINGS FOR WORKS:</u>
11.1	The Railway Administration reserves the right to modify the plans and drawings as referred to in the special data and specifications as also the estimate and specifications without assigning any reasons as and when considered necessary by the railway. The percentage rates for the schedule items and items rates for the non-schedule items quoted by the contractor as may be accepted by the railways will, however, hold good irrespective of any changes, modifications, alterations, additions, omissions in the locations of structures and detailed drawings, specifications and/or the manner of executing the work.
11.2	It should be specifically noted that some of the detailed drawings may not have been finalized by the railway and will, therefore, be supplied to the contractor as and when they are finalized on demand. No compensation whatsoever on this account shall be payable by the Railway Administration.
11.3	No claim whatsoever will be entertained by the Railway on account of any delay or hold up of the work/s arising out of delay in approval of drawings, changes, modifications, alterations, additions, omission and the site layout plans or details drawings and design and or late supply of such material as are required to be arranged by the Railway or due to any other factor on Railway Accounts.
12.1	<u>SUPPLY OF MATERIALS BY THE RAILWAYS</u> If at any time, material which the contractor/s should normally have to arrange himself/themselves, are supplied by the Railway either at the contractor's request or in order to prevent any avoidable delay in the execution of work due to the contractor's inability to make adequate timely arrangements for supply thereof or for any other reason, recovery will be made from the contractor's bill either at the market rate prevailing at the time of supply or at the book rate whichever is greater, plus fixed departmental charges viz. Freight at 5%, incidental charges at 2% and added on total cost supervision charges at 12½%. No carriage or incidental charges will be borne by the Railway. The contractor cannot, however, claim as a matter of right the issue of such material by the Railway which he/they is required to arrange himself/themselves in accordance with the terms and conditions of this contract.

12.1.1	In case, cement and/or steel is issued to the contractor/s free of cost or on cost to be recovered for use on the work, the supply thereof shall be made in stages limited to the quantity/ quantities computed by the Railway according to the prescribed specifications and approved drawings as per the agreement. The cement and/or steel issued in excess of the requirements as above shall be returned in perfectly good conditions by the contractor to the Railway immediately after completion or determination of the contract. If the contractor/s fail/s to return the said stores, then the cost of cement and/or steel issued in excess of the requirement computed by the Railway according to the specifications and approved drawing will be recovered from the contractor/s @ twice the prevailing procurement cost at the time of last issue viz. 2 X (purchase price + 5% freight only). This will be without prejudice to the right of the Railway to take action against the contractor/s under the conditions of the contract for not doing/completing the work according to the prescribed specifications and approved drawings. If it is discovered that the quantity of cement and or steel used is less than the quantity ascertained as herein before provided, the cost of the cement and/or
12.1.2	steel not so used shall be recovered from the contractor/s on the basis of the above stipulated formula. The contractor shall be responsible for the safe transport custody and storage of all Railway materials issued to him and he will be liable to make good the loss due to any cause whatsoever, that may be suffered by the Railway on this account. Special precautions should be taken in respect of cement while transporting cement, steps should be taken to safeguard against cement becoming damp or wet due to moisture or rain. The transit insurance shall be done by the contractor for materials like cables, IPS, LED, UFSBI, Axle Counter etc. which are supplied by Railways. The contractor will also be responsible for storing cement in damp proof conditions at site of
12.2	work at his own cost in accordance with the standard specifications. The Engineer shall decide whether the cement stored in the godown is fit for the work and his decision shall be final and binding on the contractor/s. The contractor should supply a schedule showing the requirements of explosives/materials required to be supplied to him by the Railway based on detailed plans. The materials will be arranged by the Railway according to this schedule unless otherwise modified by the Railway due to additions or alterations in the approved plans. No claim whatsoever will be entertained by the Railway on account of late supply of such materials as are required to be arranged by the Railway.

13.0	<u>SUPPLY OF MATERIALS BY THE CONTRACTOR/S</u>
13.1	Materials used in the work by the contractor shall conform to the NCR Standard Specifications and the relevant I.S.I./I.R.S/RDSO/RITES/TEC etc. Specifications, and should be approved by the Engineer before utilizing them on works.
13.2	It should be clearly understood that the tendered rates include wastage and wash away due to rains, storms, floods or any other cause whatsoever.
13.3	No loading, unloading, lead, lift, stacking, octroi, sales tax, toll tax, royalty or any other charges will be paid for the materials, tools and plants and tools arranged and brought by the contractor to the site of work.
13.4	The rates quoted by the contractor as per Schedule of Items, Rates and Quantities shall form the basis of 'on <u>account payment</u> ' or the various items under this contract.
13.5	In the course of execution of various items of work under schedule of Items, Rates and Quantities running bills payment for partly completed works will be made to the contractor. The quantum of such work for payment shall be decided by the Engineer-in-charge whose decision shall be final and binding on the contractor.
13.6	No 'on account payment' by the Railway shall protect the contractor/s against or prevent the Railway from recovering from the contractor/s any over payment made to him/them.
13.7	Final payment of the balance amount due, exclusive of the security deposit required in terms of Clause-5 of these ITT, will be made after the completion of the entire work and on the certification of the Engineer that work has been completed in all respects and found satisfactory. The security deposit will be refunded after the date of completion according to Clause 5.1 of these conditions.
14.0	<u>EMERGENCY WORK</u>
14.1	In the event of any accident or failure occurring in or about the work of arising out for or in connection with the construction completion or maintenance of the work which in the opinion of the Engineer require immediate attention, the Railway may be with its own workmen or other agency execute or partly execute the necessary work or carry out repairs if the Engineer considers that the contractor is not in a position to do so in time and charge the cost thereof, as to be determined by the Competent authority of Railways, to the contractor.
14.2	In terms of clause 32 of Indian Railways Standard General Conditions of Contract April2022 and amended from time to time and upto date; The materials and plant brought by the Contractor upon the site or on the land occupied by the Contractor in connection with the works and intended to be used for the execution thereof shall immediately be deemed to be the property of the Railway. Such of them as during the progress of the works are rejected by the Engineer under Clause 25 of Standard GCC or are declared by him not to be needed for the execution of the works or such as on the grant of the certificate of completion remain unused shall immediately on such rejection, declaration or grant cease to be deemed the property of the Railway and the Contractor may then (but not before) remove them from the site or the said land. This clause shall not in any way diminish the liability of the Contractor nor shall the Railway be in any way answerable for any loss or damage which may happen to or in respect of any such materials or plant either by the same being lost, stolen, injured or destroyed by fire, tempest or otherwise. Moreover, the vehicles, equipments, plant and machinery of the contractor can be drafted by the Railway Administration at their discretion in case of accidents, natural calamities involving human lives, breaches, stoppage of train operations or any contingencies which require such requisitioning as essential. The decision in this regard of the Engineer-in-charge or his superiors shall be final and beyond the ambit of arbitration clause.
14.3	In terms of clause 2.3.2 (A) (iv), tenderer is required to submit the list of equipment, machinery, construction tools and plants available /deployed at site. The successful tenderer on receipt of

	acceptance letter and conveying their consent shall submit name, addresses, telephone numbers, Fax number/E Mail address of the persons to be contacted for requisitioning the above items as detailed in forgoing clause 14.2 and notify from time to time if any change in the list of equipments/machinery or the addresses/ individuals to the Engineer-in-charge in writing. The name and address, telephone numbers and the contractor officials name shall also be displayed at the site of work.
14.4	The manpower, consumable items and maintenance of the above tools and plants when requisitioned shall be the responsibility of the tenderer/contractor so that the equipments, machinery, tools and plants shall be available for effective utilization at the accident sites, natural calamities, breaches sites etc.
15.0	<u>NIGHT WORK</u>
15.1	If the Engineer is satisfied that the work is not likely to be completed in time except by resorting to night work, he may order without confirming any right on the contractor for claiming any extra payment for the same.
16.0	<u>DISPOSAL OF SURPLUS EXCAVATED MATERIALS</u>
16.1	The contractor shall at all time keep the site free from all surplus earth, surplus materials, and all rubbish which shall arise from the works and should dispose of the surplus excavated materials as ordered by the Engineer failing which it will be done at the cost of the contractor and cost will be deducted from his dues.
16.2	The contractor shall within 15 days of completion of entire works remove all unused and surplus materials tools and plants staging and refuge or other materials produced by his operations and shall leave the site in a clear and tidy conditions.
17.0	<u>SITE INSPECTION REGISTER</u>
17.1	A site inspection register will be maintained by the Engineer or his representative in which the contractor will be bound to sign day to day entries made by the Engineer or his representative. The contractor is required to take note of the instructions given to him through the site inspection register and should comply with the same within a reasonable time. The contractor will also arrange to receive all the letters etc. issued to him at the site of works.
17.2	The contractor shall, from time to time (before the surface of any portion or the site is interfered with or the work thereon begun) take such levels as the Engineer may direct in his presence or any person authorized by him in writing. Such levels approved and checked by him or such authorized persons shall be recorded in writing and signed by the contractor and shall form the basis of the measurements. Immediately before any portion of the work, below water level is started, the existing water levels are to be taken and recorded in a similar manner.
17.3	The contractor shall have to make and maintain at his own cost suitable approach road and path, etc for proper inspection of the various works. He shall also provide all facilities as required by the Engineer such as Ladder and other appliances for satisfactory inspection of the works and places where materials for the work are stored or prepared.

18.0	<u>OPENING UP OF WORK OR MATERIALS FOR INSPECTION OR TEST:</u>
18.1	Should the Engineer, or any representative consider it necessary for the purpose of enabling inspection of tests analysis to be made to verify or ascertain the quality of any part of the works or of any materials, the contractor shall as and when required by the Engineer or his representatives open up the work or materials for inspection or test or analysis, pull down or cut into any part of the work to make such openings, into under or through any part of the works as may be directed and shall provide all things facilities which in the opinion of the Engineer or his representative are necessary and essential for the purpose of inspection or test or analysis of the works or of any part thereof or the materials, or of workmanship and the contractor shall close up, cover, rebuild and made good the whole at his own cost, as and when directed by and to the satisfaction of Engineer provided always that of the work in the opinion of the Engineer is found to his satisfaction and in accordance with the contract. The excess expenditure in such examination, inspection or test shall, upon the certificate of the engineer, be borne by the contractor.
19.0	<u>GENERAL</u>
19.1	<u>PROVISION OF LIGHT SIGNALS ETC.</u> The contractor/s shall make such provision for lighting the works, materials and plant and provide all such marks and lights, signals and other appliances as may be necessary or as may be required by the Engineer or other responsible authorities during the execution completion and maintenance of the work and shall provide all labour, stores, etc. required for their efficient working and use at any time of day or night. He/They shall also provide all arrangement of every description of watching and maintenance required in connection with the foregoing and all other services for protection of any securing all dangerous places whether to the contractor's workmen or to other persons and or vehicular traffic until the work is certified by the engineer to have been completed and taken over in accordance with the contract.
19.2	The contractor/s will provide upon the works to the satisfaction of the Engineer and at such, places as he may nominate, proper and sufficient life saving, fire fighting and first aid appliances which shall at all times be available for use.
19.3	<u>LABOUR</u> <u>As per clause 54 of the standard GCC, the contractor shall ensure the compliance to the various acts related to the labour welfare viz. Provision of the Minimum wages act 1948, Apprentices Act 1961, Payments of Wages Act 1936, Provisions of Contract labour (Regulation and Abolition) Act 1970, Provisions of Employees provident Fund and Miscellaneous Provisions Act 1952, Provisions of Workmen's Compensation Act 1923, etc. and other latest acts/provisions as per Govt. of India.</u> <u>NOTE: As per latest Railway board policy regarding utilization of skilled workers in Government contracts, the contractor shall preferably deploy minimum 10% of his total workforce as certified skilled workers. Contract shall be able to procure a certificate to this effect whenever asked to do so by Railways.</u>
19.4	<u>Provisions of "The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996" and "The Building and Other Construction Workers' Welfare Cess Act, 1996":</u> The tenderers, for carrying out any construction work, shall get themselves registered with the Registering Officer under Section-7 of the Building and Other Construction Workers Act, 1996 and Rules made thereto by the concerned State Govt., and submit Certificate of Registration issued by Registering Officer of the concerned State Govt. (Labour Dept.). The Cess shall be deducted from contractor's bills as per provisions of the Act.
19.5	<u>LABOUR CAMPS</u>

19.6	The Contractor shall at his own expense make adequate arrangements for the housing, supply of drinking water and provision of latrines and urinals for his staff and workmen, directly or through the petty Contractors or sub-contractors and for temporary creche (Bal-Mandir) where 50 or more women are employed at a time. Suitable sites on Railway land, if available, may be allotted to the Contractor for the erection of labour camps, either free of charge or on such terms and conditions that may be prescribed by the Railway. All camp sites shall be maintained in clean and sanitary conditions by the Contractor at his own cost. The Railway Administration may recommend to the concerned authorities the issue of necessary transport permits for the work. The contractor shall, however, furnish full justification for the above facilities, to enable the Railway Administration to address the State Government or other authorities in this connection. The contractor shall also maintain regular log book of receipts and issue of the materials to work, if so required by the Civil Authorities. No claim would, however, be entertained by the non-issue of any priority permits or owing to any interruption in supply. No claim for idle labour and or idle machinery etc. on any account will be entertained. Similarly, no claim shall be entertained for business loss or any such loss.
20.0	<u>Non-Employment of Labourers below the age of 15:</u> The Contractor shall not employ children below the age of 15 as labourers directly or through petty Contractors or subcontractors for the execution of work. (Para 60(1) of standard GCC of April 2022
20.1	<u>Levy of Penalty for extension of DOC</u> <u>Extension of Time for delay due to Contractor (Clause 17-B of GCC):</u> (i) <u>With liquidated Damage (LD):</u> 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 of standard GCC, 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 <u>(Proforma at Annexure-R)</u> 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 work for each week or part of the week. For the purpose of this Clause, the contract value of the works shall be taken as value of work as per contract agreement including any supplementary work order/contract agreement issued. Provided also, that the total amount of liquidated damages under this condition shall not exceed 5% of the contract value or of the total value of the item or groups of items of work for which a separate distinct completion period is specified in the contract. Provided further, that if the Railway is not satisfied that the works can be completed by the Contractor and in the event of failure on the part of the contractor to complete the work within further extension of time allowed as aforesaid, the Railway shall be entitled without prejudice to any other right or remedy available in that behalf, to appropriate the contractor's Security Deposit and rescind the contract under Clause 62 of these Conditions, whether or not actual damage is caused by such default. Note: In a contract, where extension(s) of time have been allowed once under clause 17B, further request(s) for extension of time under clause 17A can also be considered under exceptional circumstances. Such extension(s) of time under clause 17A shall be without any Liquidated damages, but the Liquidated damages already recovered during extension(s) of time granted previously under clause 17B shall not be waived. However, Price variation during such extension(s) shall be dealt as applicable forextension(s) of time under clause 17B. <u>TAXES.</u> The contractor shall be governed by the Taxes applicable at the place of actual execution of work. Taxes on works contract, octroi, royalty, toll tax, local tax on materials as well as services and any other tax levied by Central Govt /State Govt. or local bodies shall be borne by the tenderer. No part

	of such taxes on contractor's labour/material or any other account will be paid by the Railways. Therefore, the contractor must ascertain the various taxes levied by the concerned Govt or local bodies at the place of execution of work and take into account for the same while quoting the rates. Note (i) Works contracts shall be treated as supply of services as per GST Act. (ii) GST Act and Rules issued from time to time by the Government/ concerned authorities shall be applicable. (iii) If rates of existing GST or cess on GST for Works Contract is increased or any new tax /cess on Works Contract is imposed by Statute after the date of opening of tender but within the original date of completion/date of completion extended under clause 17 & 17A and the Contractor thereupon properly pays such taxes/cess, the Contractor shall be reimbursed the amount so paid. (Para 37, Page 58 of GCC of April 2022) Further, if rates of existing GST or cess on GST for Works Contract is decreased or any tax/cess on Works Contract is decreased / removed by Statute after the date of opening of tender, the reduction in tax amount shall be recovered from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India. (Para 37, Page 59 of GCC of April 2022) (iv) Contractor/ suppliers/ service providers/ parties shall register their firms State wise under GSTIN (GST Identification Number) and submit at the time of opening of tender or before the signing the agreement and shall mention place of business, registered office address and email id. If there is any increase/decrease/imposition of new tax/removal of existing tax by Central Govt/State Govt/Local bodies (including GST) in respect to any of the tax mentioned above, the same shall be refunded/borne to/by the contractor. This should also be kept in view before tendering, as no subsequent changes will be made in the rates payable to the contractor on this account. Railways will deduct the taxes specified by the concerned Central Govt/State Govt/Local bodies if required to be deducted at source under the relevant laws as applicable on the date of making the payment. Railway will issue a certificate regarding tax so deducted. It will be responsibility of the contractor to make further correspondence with concerned Govt or local bodies to ensure full deposition of the tax or for claiming a refund, if due. In case any tax is notified to be deducted at source from a specified date and certain payments have already been made in the period that lapsed between the date of applicability of tax and the actual date of implementation of the same, tax required to be deducted at source for this period will be recovered from the subsequent payment. ShramikKalyan Portal: Contractor is to abide by the provisions of various labour laws in terms of above clause 54, 55, 55-A and 55-B of Standard General Conditions of Contract. In order to ensure the same, an application has been developed and hosted on website 'www.shramikkalyan.indianrailways.gov.in'. Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The registration / updation in Portal shall be done as under: (a) Contractor shall apply for one time registration of his company/firm etc. in the Shramikkalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration in the portal within 7 days of receipt of such request. (b) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all Letter of Acceptances (LoAs) issued in his favour. (c) The contractor once registered on the portal, shall provide details of his Letter of Acceptances (LoAs) / Contract Agreements on shramikkalyan portal within 15 days of issue of any LoA for approval of concerned Engineer. Engineer shall update (if required) and approve the details of LoA filled by contractor within 7 days of receipt of such request. (d) 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
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22.0	Shramikkalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till ____ Month, ____ Year." (e) All payments in respect of the contract during the currency of the contract shall be made through National electronic Fund transfer (NEFT) or Real Time Gross Saving (RTGS). The successful tenderer on award of contract must submit RTGS/NEFT Mandate Form complete in all respects as detailed at Annexure-J of the tender document. However, if the facility of RTGS/NEFT is not available at a particular location, the payment shall be made by Cheque. In such case the successful tenderer on award of contract will have to furnish contractor's Bank Account Number and Name of the Bank against which all payments in respect of the contract during the currency of contract shall be made. <u>Damage to the Railway Property or Private life and Property:</u> The Contractor shall be responsible for all risk to the work and for trespass and shall make good at his own expense all loss or damage whether to the works themselves or to any other property of the Railway or the lives, persons or property of others from whatsoever cause in connection with the works until they are taken over by the Railway, although all reasonable and proper precautions may have been taken by the Contractor. In case the Railway shall be called upon to make good any costs, loss or damages, or to pay any compensation, including that payable under the provisions of the Workmen's Compensation Act or any statutory amendments thereof to any person or persons sustaining damages as aforesaid by reason of any act, or any negligence or omissions on the part of the Contractor; the amount of any costs or charges including costs and charges in connection with legal proceedings, which the Railway may incur in reference thereto, shall be charged to the Contractor. The Railway shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings or in anticipation of legal proceedings being instituted consequent on the action or default of the Contractor, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to Contractor, as aforesaid; any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defence or compromise, and the incurring of any such expenses shall not be called in question by the Contractor. Master copy of the tender document will be available in the office of Dy. CSTE/C/AGC. After award of work, an agreement will be drawn up. The agreement shall be prepared based on the master copy available in the office of Dy. CSTE/C/AGC and not based on the tender documents submitted by the tenderer. In case of any discrepancy between the tender documents and the master copy, later shall prevail and will be binding on the tenderers. No claim on this account will be entertained. In case tenderer opts for payment through LC, following shall be the procedure to deal release of payment through LC: (i) For all the tenders having advertised cost of Rs 10 lakh or above, the contractor shall have the option to take payment from Railways through a letter of credit (LC) arrangement. (ii) This option of taking payment through LC arrangement has to be exercised in IREPS (Indian Railway Electronic Procurement System - the e-application on which tenders are called by Railways) by the tenderer at the time of bidding itself, and the tenderer shall affirm having read over and agreed to the terms and conditions of the LC option. (iii) The option so exercised, shall be an integral part of the bidder's offer. (iv) The above option of taking payment through LC arrangement, once exercised by tenderer at the time of bidding, shall be final and no change shall be permitted, thereafter, during execution of contract. (v) In case tenderer opts for payment through LC, following shall be the procedure to deal release of payment through LC: (a) The LC shall be a sight LC. (b) The contractor shall select his Advising/Negotiating bank for LC. The incidental cost towards issue of LC and its operation thereof shall be borne by the contractor. (c) SBI, New Delhi, Main Branch will be the nodal branch for issue of LCs based on online requests received from Railway Accounts Units for tenders opened in financial year 2018-19. SBI branches where the respective Railway Accounts Office has its Account (local SB1 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.
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23.0	(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 finalised by the engineer in consultation with the contractor on the basis of expected progress of work. (e) The LC terms and conditions shall inter-alia indemnify and save harmless the Railway from and against all losses, claims and demands of every nature and description brought or recovered against the Railways by reason of any act or omission of the contractor, his agents or employees, in relation to the Letter of Credit (LC). All sums payable/borne by Railways on this account shall be considered as reasonable compensation and paid by contractor. (f) The LC terms and conditions shall inter-alia provide that Railways will issue a Document of Authorisation (format enclosed as Annexure P) 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 Authorisation. (h) The Document of Authorisation shall be issued by Railway Accounts Office against each bill passed by Railways.
24.0	(i) On issuance of Document of Authorisation, a copy of Document of Authorisation shall be posted on IREPS for download by the contractor. A digitally signed copy of Document of Authorisation shall also be sent by Railway Accounts Office to Railway's bank (Local SBI Branch).
24.1	(j) The contractor shall take print out of the Document of Authorisation 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 A authorisation, 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 w.r.t. the digitally signed Document of Authorisation 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 I.C, 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.
25.0	<u>Price Variation Clause (PVC):</u> 1- Applicability: Price Variation Clause (PVC) shall be applicable only in tender having advertised value above Rs. 2 Crores and having completion period above 12 months. Provided further that, in a contract where PVC is applicable, following shall be outside the purview of price adjustments (i.e. shall be excluded from the gross value of the work for the purpose of price variation) : a) Materials supplied by Railway to the Contractors, either free or at fixed rate; b) Any extra item(s) included in subsequent variation falling outside the purview of the Bill(s) of Quantities of tender, under clause 39. (1)(b) of these Standard General Conditions, unless applicability of PVC and 'Base Month' has been specially agreed, while fixing the rates of such extra item(s). 2- Base Month: The Base Month for 'Price Variation Clause' shall be taken as the one month prior to closing of tender, unless otherwise stated elsewhere. The quarter for applicability of PVC shall commence from the month following the Base month. The Price Variation shall be based on the average Price Index of the quarter under consideration. 3- Validity: Rates accepted by Railway Administration shall hold good till completion of work and no additional individual claim shall be admissible except: (a) Payment/recovery for increase/decrease in GST on works contract or imposition/removal of any tax/cess on Works Contract as per Clause 37,

(b) Payment/recovery for overall market situation as per Price Variation Clause given hereunder.

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

5- No price variation shall be admissible for fixed components.

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

7- FOR SIGNALING & TELECOMMUNICATION WORKS:

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

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

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

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

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

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

INTGTESTCOM = Value of integrated testing and commission for telecommunication works of the Railway Project.

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

(i) $VSIGWK = 0.85 SIGWK \times [PELEX \times (ELEX_i - ELEX_o) / ELEX_o + POFC \times (OFC_i - OFC_o) / OFC_o + PLB \times (LBI - LBo) / LBo + POTH \times (OTH_i - OTH_o) / OTH_o + S30C \times (P30C_i - P30C_o) / P30C_o + S24C \times (P24C_i - P24C_o) / P24C_o + S19C \times (P19C_i - P19C_o) / P19C_o + S12C \times (P12C_i - P12C_o) / P12C_o + S9C \times (P9C_i - P9C_o) / P9C_o + S6C \times (P6C_i - P6C_o) / P6C_o + S4C \times (P4C_i - P4C_o) / P4C_o + S2C \times (P2C_i - P2C_o) / P2C_o + S12C2.5 \times (P12C2.5_i - P12C2.5_o) / P12C2.5_o + S2C2.5 \times (P2C2.5_i - P2C2.5_o) / P2C2.5_o + S2C25 \times (P2C25_i - P2C25_o) / P2C25_o + QC \times (PQC_i - PQC_o) / PQC_o]$

(ii) $VINVSIG = 0.85 SIGWK \times [PELEX \times (ELEX_i - ELEX_o) / ELEX_o + POTH \times (OTH_i - OTH_o) / OTH_o]$;

(iii) $VINTGTESTSIG = 0.85 INTGTESTSIG \times [PLB \times (LBI - LBo) / LBo + POTH \times (OTH_i - OTH_o) / OTH_o]$;

(iv) $VCOMWK = 0.85 COMWK \times [PELEX \times (ELEX_i - ELEX_o) / ELEX_o + POFC \times (OFC_i - OFC_o) / OFC_o + PLB \times (LBI - LBo) / LBo + POTH \times (OTH_i - OTH_o) / OTH_o + S30C \times (P30C_i - P30C_o) / P30C_o + S24C \times (P24C_i - P24C_o) / P24C_o + S19C \times (P19C_i - P19C_o) / P19C_o + S12C \times (P12C_i - P12C_o) / P12C_o + S9C \times (P9C_i - P9C_o) / P9C_o + S6C \times (P6C_i - P6C_o) / P6C_o + S4C \times (P4C_i - P4C_o) / P4C_o + S2C \times (P2C_i - P2C_o) / P2C_o + S12C2.5 \times (P12C2.5_i - P12C2.5_o) / P12C2.5_o + S2C2.5 \times (P2C2.5_i - P2C2.5_o) / P2C2.5_o + S2C25 \times (P2C25_i - P2C25_o) / P2C25_o + QC \times (PQC_i - PQC_o) / PQC_o + PCEQP \times (CEQP_i - CEQP_o) / CEQP_o]$;

(v) $VINVCOM = 0.85 SIGWK \times [PELEX \times (ELEX_i - ELEX_o) / ELEX_o + PCEQP \times$

$(CEQPi - CEQPo)/CEQPo + POTH \times (OTHi - OTHo)/OTHo$; and
 (vi) $VINTGTESTCOM = 0.85 \text{ INTGTESTCOM} \times [PLB \times (LBi - LBo)/LBo + POTH \times (OTHi - OTHo)/OTHo]$.
 Where
 VSIGWK = Increase or decrease in the cost of signalling works during the period under consideration due to changes in the rates for relevant components as specified in subparagraph (h);
 VINVSIG = Increase or decrease in the cost of inventory for signalling during the period under consideration due to changes in the rates for relevant components as specified in subparagraph (h);
 VINTGTESTSIG = Increase or decrease in the cost of integrated testing and commissioning of signalling works of the Railway Project during the period under consideration due to changes in the rates for relevant components as specified in sub-paragraph (h);
 VCOMWK = Increase or decrease in the cost of communication works during the period under consideration due to changes in the rates for relevant components as specified in subparagraph (h);
 VINVCOM = Increase or decrease in the cost of inventory for telecommunications works during the period under consideration due to changes in the rates for relevant components as specified in sub-paragraph (h);
 VINTGTESTCOM = Increase or decrease in the cost of integrated testing and commissioning of telecommunication works of the Railway Project during the period under consideration due to changes in the rates for relevant components as specified in subparagraph (h);
 PCEQP, PELEX, PIC, PLB, POFC, and POTH are the percentages of communication equipment, electronics, PVC insulated cables, labour, optical fibre cables, and other materials respectively;
 CEQPo = The wholesale price index as published by the Ministry of Commerce and Industry, Government of India (hereinafter called "WPI") for communication equipment for the month of the Base Month;
 CEQPi = The WPI for communication equipment for the average price index of the 3 months of the quarter under consideration;
 ELEXo = The WPI for electronics for the month of the Base Month;
 ELEXi = The WPI for electronics for the average price index of the 3 months of the quarter under consideration;
 P30Ci = Price payable per Km as adjusted in accordance with price variation Clause for size 30C x 1.5 sq mm signalling cable
 P30Co = Price per Km of cable as per purchase order/ Contract agreement.
 S30C = Percentage of size 30C x 1.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.
 P24Ci = Price payable per Km as adjusted in accordance with price variation Clause for size 24C x 1.5 sq mm signalling cable
 P24Co = Price per Km of cable as per purchase order/ Contract agreement.
 S24C = Percentage of size 24C x 1.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.
 P19Ci = Price payable per Km as adjusted in accordance with price variation Clause for size 19C x 1.5 sq mm signalling cable
 P19Co = Price per Km of cable as per purchase order/ Contract agreement.

S19C = Percentage of size 19C x 1.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.
 P12Ci = Price payable per Km as adjusted in accordance with price variation Clause for size 12C x 1.5 sq mm signalling cable
 P12Co = Price per Km of cable as per purchase order/ Contract agreement.
 S12C = Percentage of size 12C x 1.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.
 P9Ci = Price payable per Km as adjusted in accordance with price variation Clause for size 9C x 1.5 sq mm signalling cable
 P9Co = Price per Km of cable as per purchase order/ Contract agreement.
 S9C = Percentage of size 9C x 1.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.
 P6Ci = Price payable per Km as adjusted in accordance with price variation Clause for size 6C x 1.5 sq mm signalling cable
 P6Co = Price per Km of cable as per purchase order/ Contract agreement.
 S6C = Percentage of size 6C x 1.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.
 P4Ci = Price payable per Km as adjusted in accordance with price variation Clause for size 4C x 1.5 sq mm signalling cable
 P4Co = Price per Km of cable as per purchase order/ Contract agreement.
 S4C = Percentage of size 4C x 1.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.
 P2Ci = Price payable per Km as adjusted in accordance with price variation Clause for size 2C x 1.5 sq mm signalling cable
 P2Co = Price per Km of cable as per purchase order/ Contract agreement.
 S2C = Percentage of size 2C x 1.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.
 P12C2.5i = Price payable per Km as adjusted in accordance with price variation Clause for size 12C x 2.5 sq mm signalling cable
 P12C2.5o = Price per Km of cable as per purchase order/ Contract agreement.
 S12C2.5 = Percentage of size 12C x 2.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.
 P2C2.5i = Price payable per Km as adjusted in accordance with price variation Clause for size 2C x 2.5 sq mm signalling cable
 P2C2.5o = Price per Km of cable as per purchase order/ Contract agreement.
 S2C2.5 = Percentage of size 2C x 2.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.
 P2C25i = Price payable per Km as adjusted in accordance with price variation Clause for size 2C x 25 sq mm signalling cable
 P2C25o = Price per Km of cable as per purchase order/ Contract agreement.
 S2C25 = Percentage of size 2C x 25 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.
 PQCi = Price payable per Km as adjusted in accordance with price variation Clause for size 0.9mm dia, 6 Quad cable.
 PQCo = Price per Km of cable as per purchase order/ Contract agreement.
 QC = Percentage of size 0.9mm dia, 6 Quad cable shall govern the price.
 LBo = The consumer price index for industrial workers – All India, published by Labour

Bureau, Ministry of Labour, Government of India, (hereinafter called "CPI") for the month of the Base Month;
 LBi = The CPI for industrial workers – All India for the average price index of the 3 months of the quarter under consideration;
 OFCo = The WPI for fibre cables for the month of the Base Month;
 OFCi = The WPI for fibre cables for the average price index of the 3 months of the quarter under consideration;
 OTHo = The WPI for all commodities for the month of the Base Month; and
 OTHi = The WPI for all commodities for the average price index of the 3 months of the quarter under consideration.

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

WorksComponent					
Signalling Telecommunication					
Signalling Works					
Signalling inventory					
Integrated testing and Commissioning					
Telecommunication Works					
Telecomm inventory					
Integrated testing and Commissioning					
Electronics (PELEX)	***%	***%	***%	***%	---
Communication Equipment (PCEQP)	---	---	***%	***%	---
Optical Fibre Cable (POFC)	***%	---	***%	---	---
30C x 1.5 sq mm signalling cable(S30C)	***%	---	***%	---	---
24C x 1.5 sq mm signalling cable (S24C)	***%	---	***%	---	---
19Cx 1.5 sq mm signalling cable (S19C)	***%	---	***%	---	---
12C x 1.5 sq mm signalling cable (S12C)	***%	---	***%	---	---
9C x 1.5 sq mm signalling cable (S9C)	***%	---	***%	---	---
6C x 1.5 sq mm signalling cable (S6C)	***%	---	***%	---	---
4C x 1.5 sq mm signalling cable (S4C)	***%	---	***%	---	---
2C x 1.5 sq mm signalling cable (S2C)	***%	---	***%	---	---
12C x 2.5 sq mm signalling cable (S12C2.5)	***%	---	***%	---	---
2C x 2.5 sq mm signalling cable (S2C2.5)	***%	---	***%	---	---
2C x 25 sq mm signalling cable (S2C25)	***%	---	***%	---	---
0.9 mm dia, 6Quad cable (QC)	***%	---	***%	---	---
Labour (PLB)	***%	---	***%	***%	***%
Other materials	***%	***%	***%	***%	***%
Total	100%	100%	100%	100%	100%

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

FORMULAE FOR SIGNALING & TELECOM CABLE

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

For Signalling Copper Cables:

$$P_i = P_o + C_{uF} (C_u - C_{uo}) + C_{CCFcu} (CC - CC_o) + FeF (Fe - Fe_o)$$

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

$$P_i = P_o + C_{uF} (C_u - C_{uo}) + A_{IFcu} (Al - Al_o) + C_{CCFcu} (CC - CC_o) + FeF (Fe - Fe_o)$$

For Aluminium Power Cables:

$$P_i = P_o + AIF (Al - A_o) + CCFAI(CC - CCo) + FeF (Fe - Fe_o)$$

Where,

P_i = Price payable per KM as adjusted in accordance with Price variation clause.

P_o = Price per KM of cable as per Purchase order.

CuF = Variation factor for Copper

Cu_o = Price of copper Rod in Rs. Per MT

$CCFCu$ = Variation factor for PVC Compound for Copper Signalling & Telecom cable

CCo = Price of PVC Compound in Rs. Per MT

AIF = Variation factor for Aluminium

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

$CCFAI$ = Variation factor for PVC Compound for Aluminium power cable

FeF = Variation factor for Steel

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

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

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

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

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

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

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

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

Underground Railway Signalling Cable unscreened and armoured copper conductor

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

$$P_{30Ci} = P_{30Co} + 0.391(Cu - Cu_o) + 0.557(CC - CCo) + 0.425(Fe - Fe_o)$$

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

(ii) Size 24C x 1.5 sq.mm

$$P_{24Ci} = P_{24Co} + 0.313(Cu - Cu_o) + 0.481 (CC - CCo) + 0.398(Fe - Fe_o)$$

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

(iii) Size 19C x 1.5 sq.mm

$$P_{19Ci} = P_{19Co} + 0.248(Cu - Cu_o) + 0.395(CC - CCo) + 0.343(Fe - Fe_o)$$

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

(iv) Size 12C x 1.5 sq.mm

$$P_{12Ci} = P_{12Co} + 0.157(Cu - Cu_o) + 0.277(CC - CCu) + 0.289(Fe - Fe_o)$$

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

- (v) Size 9C x 1.5 sq.mm
 $P9Ci = P9Co + 0.117(Cu-Cuo) + 0.241(CC-CCu) + 0.383(Fe-Feo)$
 For armouring, value of steel wire size 1.4mm dia is to be taken into consideration.
- (vi) Size 6C x 1.5 sq.mm
 $P6Ci = P6Co + 0.078(Cu-Cuo) + 0.199(CC-CCu) + 0.329(Fe-Feo)$
 For armouring, value of steel wire size 1.4mm dia is to be taken into consideration.
- (vii) Size 4C x 1.5 sq.mm
 $P4Ci = P4Co + 0.052(Cu-Cuo) + 0.152(CC-CCo) + 0.277(Fe-Feo)$
 For armouring, value of steel wire size 1.4mm dia is to be taken into consideration.
- (viii) Size 2C x 4 sq.mm (multistrand)
 $P2Ci = P2Co + 0.073(Cu-Cuo) + 0.156(CC-CCo) + 0.3(Fe-Feo)$
 For armouring, value of steel wire size 1.4mm dia is to be taken into consideration.
- (ix) Size 12C x 2.5 sq.mm
 $P12C2.5i = P12C2.5o + 0.282(Cu-Cuo) + 0.371(CC-CCo) + 0.342(Fe-Feo)$
 For armouring, value of steel flat strip of size 4mmx0.8mm is to be taken into consideration.
- (x) Size 2C x 2.5 sq.mm
 $P2C2.5i = P2C2.5o + 0.047(Cu-Cuo) + 0.139(CC-CCo) + 0.277(Fe-Feo)$
 For armouring, value of steel wire size 1.4mm dia is to be taken into consideration.
- (xi) Size 2C x 25 sq.mm PVC insulated, armoured, Aluminium power cable
 $P2C25i = P2C25o + 0.146(Al-Alo) + 0.303(CC-CCo) + 0.306(Fe-Feo)$
 For armouring, value of steel flat strip of size 4mmx0.8mm is to be taken into consideration.
- (xii) For Jelly filled, 0.9mm dia, 6 quad cable
 $PQCi = PQCo + 0.135(Al-Alo) + 0.139(Cu-Cuo) + 0.515(CC-CCo) + 0.693(Fe-Feo)$

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

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

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

SL	Classification	Rates to be used for calculating S_Q or S_B
1.	Reinforcement bars and other rounds	Average of per tonne rates of 10mm dia TMT & 25mm dia TMT; confirming IS1786; Fe 500
2.	All types and sizes of angles, channels and joists	Average of per tonne rates of 'Angle 75x75x6mm, Mild Steel Plate 10mm thickness and Channel 150x75mm; confirming IS2062, E250 Gr "A"
3.	All types and sizes of plates	Average of per tonne rates of 'MS Plates 10mm thickness and 25mm thickness; confirming IS2062, E250 Gr "A"
4.	Any other section of steel not covered in the above categories	Average of price for the 3 categories covered under SL 1, 2 & 3 in this table.

(2). Relevant city for referring “JPC (Joint Plant Committee)” rates of steel items (SQ /SB) in different Zonal Railways shall be as under :

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

10- Price Variation during Extended Period of Contract:

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

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

ANNEXURE – A

Name of the Bank: -----

President of India,

Acting through Dy. FA & CAO/C/AGC,

Agra

Bank Guarantee Bond No.:**Date:** -----**PERFORMANCE GUARANTEE BOND**

In consideration of the President of India acting through----- (Designation & address of Contract Signing Authority), -----, Prayagraj (hereinafter called "The Government") having agreed under the terms and conditions of agreement/Contract Acceptance letter No.-----dt.----- made between----- (Designation & address of contract signing Authority) and ----- (here in after called "the said contractor(s)" for the work.----- (here in after called "the said agreement") having agreed for submission of a irrevocable Bank Guarantee Bond for Rs.----- (Rs.-----only)) as a performance security Guarantee Bond from the contractor (s) for compliance of his obligations in accordance with the terms & conditions in the said agreement.

1. We.....(indicate the name of the Bank) hereinafter referred to as the Bank, undertake to pay to the Government an amount not exceeding Rs.----- (Rs.-----only) on demand by the Government.
2. We..... (indicate the name of the bank, further agree that (and promise) to pay the amounts due and payable under this guarantee without any demur merely on a demand from the Government through the FA & CAO/NCR, Prayagraj, stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the Government by reason of any breach by the said contractor of any of the terms of conditions contained in the said agreement or by reason of the contractor 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.----- (Rupees.-----Only).
- 3.(a) We (indicate the name of Bank) further undertake to pay to the Government any money so demanded notwithstanding any dispute or dispute raised by the contractor(s) in any suite or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal.
(b) 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) shall have no claim against us for making such payment.
4. We,..... (indicate the name of bank) to further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement 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 by (Designation & Address of contact signing authority) on behalf of the Government, certify 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.
- 5.(a) Notwithstanding anything to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the Government or until (date of validity/ extended validity) whichever is earlier and no claim shall be valid under this guarantee unless notice in writing thereof is given by the Government within validity/ extended period of validity of guarantee from the date aforesaid.
(b) Provided always that we..... (Indicate the name of the Bank) unconditionally undertakes to renew this guarantee on to extend the period of guarantee form year to year before the expiry of the period or the extended period of the guarantee, as the case may be on being called upon to do so by the Government. If the guarantee is not renewed or the period extended on demand, we (Indicate the name of the Bank) shall pay the Government the full amount of guarantee on demand and without demur.
6. We, (indicate the name of Bank) further agree with the Government that the

	Government shall have the fullest liberty without our consent and without effecting in any manner out of obligations hereunder to vary any of the terms and conditions of the said contract from time to time or to postpone for any time or from time to time any to the powers exercisable by the Government against the said contractor (s) and to forbear or enforce any of the terms and conditions of 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 bearance act or omission on the part of the Government or any indulgence by the Government to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties for the said reservation would relive us from the liability. 7. This guarantee will not be discharged by any change in the constitution of the Bank or the Contractor(s). 8. We, _____ (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing. 9. This guarantee shall be valid upto ----- date of Completion plus 60 days). Unless extended on demand by Government. Notwithstanding anything to the contrary contained hereinbefore, our liability under this guarantee is restricted to Rs. (Rs.only) unless a demand under this guarantee is made on us in writing on or before..... we shall be discharged from our liabilities under this guarantee thereafter. Dated: the day of for (indicate the name of bank) Signature of Banks Authorised official (Name)----- Designation with Code No.----- Full Address----- Witness 1..... 2.....
--	---

ANNEXURE-B**FINAL SUPPLEMENTARY AGREEMENT**

1. Articles of agreement made this day _____ in the year _____ between the President of India, acting through the _____ Railway Administration having his office at _____ herein after called the Railway of the one part and _____ of the second part.

2. Whereas the party hereto of the second part executed an agreement with the party hereto of the first part being agreement Number _____ dated _____ for the performance _____ herein after called the 'Principal Agreement'.

3. And whereas it was agreed by and between the parties hereto that the works would be completed by the party hereto of the second part on _____ date last extended and whereas the party hereto of the second part has executed the work to the entire satisfaction of the party hereto of the first part.

4. And whereas the party hereto of the first part already made payment to the party hereto of the second part diverse sums from time to time aggregating to ₹ _____ including the Final Bill bearing voucher No. _____ dated _____ of value _____ duly adjusted as per price variation clause, if applicable (the receipt of which is hereby acknowledged by the party hereto of the second part in full and final settlement of all his /its claims under the principal agreement.

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

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

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

Or

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

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

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

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

Payment)

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

Signature of the Contractor/s

for and on behalf of the President of India

Witnesses

ADDRESS: _____

ANNEXURE – C

PROFORMA

DECLARATION

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.

Note:

Signatures of the Tenderer/s

Annexure-D**Constitution of Firm**

1	Constitution of the firm/ concern. (Tick as applicable)	Sole Prop. / Partnership Firm/ Company/ JV/Society/LLP/HUF
2	Full name of the Sole Prop. / Partnership Firm/ Company/ JV/Society/LLP/HUF	
3	Year of formation/ incorporation	
4	(a) PAN No.	
	(b) GST No	
5	Registered Office Address	
6	Address on which correspondence regarding this tender should be done	
7	E- mail id	
8	Names of the proprietor/ partners/ JV members etc	

Signature of Tenderer

ANNEXURE – E**Details of Plant and Machinery already available with the firm.**

S. No.	Particulars of equipment	No. of Unit.	Kind & make		Date by which the plant would be available for use on this work	Age & condition

Signature of the Tenderer/s

ANNEXURE –F**List of engineers/personnel already available/ proposed to be employed for deployment on this work:**

	Name & Designation	Qualification	Professional experience	Organization with whom working	Date by which personnel will be available for this work.

NOTE: (i) All the design/wiring documents proposed to be submitted by the contractor for approval of Railways should be certified/pre-approved by personnel holding a valid IRSTELO license. Further details can be seen at <https://irstelicensing.org.in>

(ii) All the design/wiring documents proposed to be submitted by the contractor for approval of Railways should also be certified/pre-approved by a retired Railway officer of DSTE/Dy.CSTE level having **minimum three years** of experience in drawing and design.

Signatures of Tenderer/s

ANNEXURE-G**Statement of works executed/completed by the contractors during last seven years**

	Name and place of work	Authority /agency for which work was carried out	Date of award & agreement No &Date

--

Date of completion (original /actual)	Agreemental cost /completion cost.	Principal /Technical features of the work in brief	S.No. at which relevant certificate /documents are attached.

--

Signature of the Tenderer/s

ANNEXURE – H**Statement of works being executed/in hand by the contractor/s**

	Name and place of work	Authority/agency for whom the work is being carried out	Date of award & agreement No. & Date	Date of completion (Original/ actual)

--

Agreemental cost of work /likely cost (upto latest corrigendum)	Principal/ Technical features of work in brief	S.No. at which relevant certificate/Documents are attached	Payment taken till.	Balance amount work to be executed

--

Signatures of the Tenderer/s

ANNEXURE-VIB of GCC-2022

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 Rup Equivalent
Contractual Turnover for last 3 years			

Average Annual 1. The average annual contractual turnover shall be calculated as an average of "total contractual

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

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

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

SEAL AND SIGNATURE OF THE BIDDER

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

(Signature of Chartered Accountant)

Name of CA: _____

Registration No: _____

(Seal)

ANNEXURE-J

Real Time Gross Saving (RTGS)/National Electronic Fund Transfer (NEFT) Model Mandate Form

(Investor/customer's option to receive payments through RTGS/NEFT)

1. Investor/customer's name

2. Particular's of Bank Account:

A) Name of the Bank:

B) Name of the Branch.

Address

Telephone No.

C) RTGS/NEFT IFS Code.

D) Type of the account (S.B. Current or Cash Credit)

With code (10/11/13).

E) Ledger and Ledger folio number.

F) Account number (as appearing on the Cheque book) in lieu of the bank certificate to be obtained as under,

please attach a blank cancelled cheque or a photocopy of a cheque or front page of your savings bank pass book issued by your bank for verification of the above particulars)

3. Date of effect

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge the responsibility expected of me as a participant under the scheme.

(.....)

Signature of the Investor/ Customer

Date

Certified that the particulars furnished above are correct as per our records.

Bank's Stamp

Annexure-K

GUIDELINES FOR PARTICIPATION OF JOINT VENTURE (JV) FIRMS

(THE JV firms are allowed to participate only in the tenders of value more than Rs.10 Crores).

1. Separate identity/name shall be given to the Joint Venture firm.
2. Number of members in a JV shall not be more than three, if the work involves only one department (say Civil or S&T or Electrical or Mechanical) and shall not be more than five, if the work involves more than one Department. One of the members of the JV shall be its Lead Member who shall have a majority (at least 51%) share of interest in the JV. The other members shall have a share of not less than 20% each in case of JV with upto three members and not less than 10% each in case of JV with more than three members. In case of JV with foreign member(s), the Lead Member has to be an Indian firm/company with a minimum share of 51%.
3. A member of JV firm shall not be permitted to participate either in individual capacity or as a member of another JV firm **in the same tender**.
4. The tender form shall be purchased and submitted only in the name of the JV and not in the name of any constituent member. The tender form can however be submitted by JV or any of its constituent member or any person authorized by JV through Power of Attorney to submit tender.
5. Bid Security shall be deposited by JV or authorized person of JV through e-payment gateway or as mentioned in tender document.
6. A copy of Memorandum of Understanding (MOU) duly executed by the JV members on a stamp paper shall be submitted by the JV firm along with the tender. The complete details of the members of the JV firm, their share and responsibility in the JV firm etc. particularly with reference to financial, technical and other obligations shall be furnished in the MOU. **(The MOU Format for this purpose is enclosed as Annexure K1).**
7. Once the tender is submitted, the MOU shall not be modified/altered/terminated during the validity of the tender. In case the tenderer fails to observe/comply with this stipulation, suitable action as per the relevant standard GCC shall be applicable.
8. Approval for change of constitution of JV shall be at the sole discretion of the Railway.
The constitution of the JV shall not be normally allowed to be modified after submission of the tender bid by the JV, except when modification becomes inevitable due to succession laws etc., provided further that there is no change in qualification of minimum eligibility criteria by JV after change of composition. However, the Lead Member shall continue to be the Lead Member of the JV. Failure to observe this requirement would render the offer invalid.
9. Similarly, after the contract is awarded, the constitution of JV firm shall not normally be allowed to be altered during the currency of contract except when modification become inevitable due to succession laws etc. and the minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract conditions.
10. On award of contract to a JV firm, a single Performance Guarantee shall be submitted by the JV Firm as per tender conditions. All the Guarantees like performance Guarantee, Bank Guarantee for Mobilization Advance, Machinery Advance etc shall be accepted only in the name of the JV Firm and no splitting of guarantees amongst the members of the JV Firm shall be permitted.
11. On issue of LOA (Letter of Acceptance), the JV entity to whom the work has been awarded, with the same shareholding pattern as was declared in the MOU/JV Agreement submitted along with the tender, shall be got registered before the Registrar of the Companies under 'The Companies Act - 2013' (in case of Company) or before the Registrar/Sub-Registrar under the 'The Indian Partnership Act, 1932' (in case of Partnership Firm) or under 'The LLP Act 2008' (in case of LLP). A separate PAN shall be obtained for this entity. The documents pertaining to this entity including its PAN shall

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

11.1 Joint And Several Liability: 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 conditions, ITT 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.

11.2 Duration of the Joint Venture Agreement: It shall be valid during the entire currency of the contract including the period of extension, if any, and the maintenance period after the work is completed.

11.3 Governing Laws: The Joint Venture agreement shall in all respect be governed by and interpreted in accordance with Indian Laws.

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

13. No member of the Joint Venture firm 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.

14. Documents to be enclosed by the JV firm along with the tender:

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

- (a) The Partnership Firm should be registered with Registrar of Firms on or before date of opening. Tenderer shall upload document(s) in support of registration of firm with registrar of firms viz. Certificate of registration and copy of Register of firm (Form No. may vary from State to State) (As Applicable) etc. issued by registrar of firms. Tenderer shall also upload notarized copy of Partnership Deed or a copy of the Partnership deed registered with the Registrar.
- (b) 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
- (c) A notarized or registered copy of Power of Attorney (duly registered as per prevailing law) in favour of the individual to sign the MOU/JV Agreement on behalf of the partnership firm and create liability against the firm.
- (d) 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.

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

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

14.3 In case one or more members is/are limited companies, the following documents shall be

submitted:

- (a) A copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement.
- (b) Copy of Memorandum and Articles of Association of the Company duly registered as per prevailing law.
- (c) 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
- (d) A copy of Certificate of Incorporation

14.4 In case one or more member(s) of JV firm is/are LLP firm(s) following document shall be submitted:

- (a) A notarised copy of certificate of incorporation and LLP agreement.
- (b) A notarised copy of resolution of the partners of LLP, permitting the LLP to enter into a JV agreement.
- (c) 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
- (d) 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.

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

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

14.5 All the members of the JV shall certify that they are not 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 on the date of opening of bids either in their individual capacity or as a member of the JV firm in which they were/are members.

15. Credentials & Qualifying criteria

Technical, financial eligibility and Bid capacity of the JV shall be adjudged based on satisfactory fulfillment of the following criteria:

15.1 Technical eligibility criteria ('a' or 'b' mentioned hereunder):

(a) For Works without composite components

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

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

(b) For works with composite components

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

	name & style' or 'any member of the JV'. Each other (non-lead) member(s) of JV, who is/ are not satisfying the technical eligibility for any component of the work as per para 10.1 above, shall have technical capacity of minimum 10% of the cost of any component of work mentioned in technical eligibility criteria. i.e., each other (non-lead) member of must have satisfactorily completed or substantially completed during the last 07 (seven) years, ending last day of month previous to the one in which tender is invited, one similar single work for a minimum of 10% of cost of any component of work mentioned in technical eligibility criteria. <u>.Note:</u> (a) The Major component of the work for this purpose shall be the component of work having highest value. In cases where value of two or more component of work is same, any one work can be classified as Major component of work. (b) Value of a completed work done by a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying his/her compliance to the above-mentioned technical eligibility criteria in the tender under consideration 15.2 Financial eligibility criteria: The JV shall satisfy the requirement of "Financial Eligibility" mentioned at para 2.3.2(A)(vi) above. The "financial capacity" of the lead partner of JV shall not be less than 51% of the financial eligibility criteria mentioned at para 2.3.2(A)(vi) above. The arithmetic sum of individual "financial capacity" of all the members shall be taken as JV's "financial capacity" to satisfy this requirement <u>NOTE:</u> Contractual payment received by a Member in an earlier JV firm shall be reckoned only to the extent of the concerned member's share in that JV firm for the purpose of satisfying compliance of the above-mentioned financial eligibility criteria in tender under consideration. 16. Bid Capacity The JV shall satisfy the requirement of "Bid Capacity" requirement mentioned at para 2.3.2(A)(xv) above. The arithmetic sum of individual "Bid capacity" of all the members shall be taken as JV's "Bid capacity" to satisfy this requirement.
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ANNEXURE-‘K-1’

FORMAT FOR JOINT VENTURE MEMORANDUM OF UNDERSTANDING/ AGREEMENT.

THIS JOINT VENTURE MEMORANDUM OF UNDERSTANDING (MOU) AGREEMENT EXECUTED AT on thisday of 20 between M/s Registered office atas the first party M/s Registered office at..... as the second party M/s Registered office at..... as the Third party (The expression and words of the first and second and third party shall mean and include their heirs 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.

WHEREAS the parties herein above mentioned are desirous of entering into a Joint Venture for carrying on Engineering and/or contract works in connection with and other works mentioned in Tender Notice No..... dated of or any other work or works, as mutually decided between the parties to this Joint Venture.

WHEREAS all the parties are desirous of recording the terms and conditions of this Joint Venture to avoid future disputes.

NOW THIS MOU/AGREEMENT WITNESSTH AS UNDER:

1. That in and under this Joint Venture agreement the work will be done jointly by the First party and Second party in the name and style of M/s
.....(Joint Venture of M/s M/s.....
..... and M/s)
2. That all the parties shall be legally liable, severally and or jointly responsible for the satisfactory/successful execution/completion of the work in all respects and in accordance with terms and conditions of the contract.
3. That the role of each constituent of the said Joint Venture in details shall be as under:
The first party shall be responsible for
The second party shall be responsible for
The third party shall be responsible for
4. The share of profit and loss of each constituent of the said Joint Venture shall be as under :
 1. Lead partner share = -----% (At least 51%)
 2. 2nd Joint Venture Partner share = -----%
 3. 3rd Joint Venture partner share = -----%
 4. 4th Joint Venture partner share = -----%] in case of
 5. 5th Joint Venture partner share = -----%] composite tender
5. That all the parties of this Joint Venture shall depute their experienced staff as committed

	commensurating with their role and responsibility and as required for the successful completion of the works in close consultation with each other. 6. That the investment required for the works under this Joint Venture shall be brought in by the parties as agreed to between them from time to time. 7. That all the Bank Guarantee shall be furnished jointly by the parties in the name of Joint Venture. 8. That the party number to this Joint Venture shall be the prime (lead) contractor and will be responsible for timely completion of work and to co-ordinate with the Railways to receive payments and also to make all correspondence on behalf of this Consortium/ Joint Venture. 9. That all the above noted parties i.e. not to make any change in the agreement without prior written consent of the Railway. NOW, the parties have joined hands to form this Joint Venture on this Day of two thousandwith reference to and in confirmation of their discussions and understanding brought on record on IN WITNESS THEREOF, all /both the above named parties have set their respective hands onthe day and year First above mentioned in the presence of the following witness: WITNESSES: 1. First party. 2. Second party
--	--

Annexure K-2

Guidelines for submitting tenders by Partnership Firms and their Eligibility Criteria

If the tender is uploaded on behalf of a “Partnership firm/concern”,

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

(ii)The partnership firm should have been in existence or should have been formed prior to submission of tender. Partnership firm should have either been registered with the Registrar or the partnership deed should have been notarized prior to date of tender opening as per the Indian Partnership Act.

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

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

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

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

(vi)The tender form shall be submitted only in the name of partnership firm.

(vii)One or more of the partners of the firm or any other person (s) shall be designated as the authorized person (s) on behalf of the firm, who will be authorized by all the partners to act on behalf of the firm through a “Power of Attorney”, specially authorizing him / them to submit & sign the tender, sign the agreement, receive payment, witness measurements, sign measurement books, make correspondences, compromise / settle / relinquish any claim (s) preferred by the firm, sign “No Claim Certificate”, refer all or any dispute to arbitration and to take similar such action in respect of the said tender / contract. Such “Power of Attorney” shall be notarized / registered and submitted along with the tender.

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

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

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

agreement.

(a) Joint and several liabilities:

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

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

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

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

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

(xi) 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.

(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. **(Standard Performa as per Annexure O-2)**

(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 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.

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 2.3.2A(v) and (vi) of eligibility criteria by the partnership firm.

Annexure-L(Standard Format)
COMPLETION CERTIFICATE

Work of "----- (Full name of the work) -----" has been
Completed with following details:-

1	Name & complete address of the contractor.	
2	Nature of entity (sole prop/ partnership firm/ company / JV etc.)	
3 (a)	In case of Sole proprietorship, the name of sole proprietor	
(b)	In case of partnership firm/JV, the names & shares of various partners/ members.	
4	Date of Acceptance/LOA	
5	Agreement No. & date	
6 i) ii)	Original Agreement Cost Final Agreement Cost	
7	Total payment made along with financial year-wise break-up	
8	Original date of completion (DOC)	
9	(a)Actual date of completion (b)Whether extension to DOC given with penalty or without penalty	
10	Brief description of nature & scope of work	
11	Performance of contractor (Satisfactory/unsatisfactory)	

It is certified that the above work has been completed successfully in accordance with provisions of contract.

(-----)

Name & Signature
Issuing authority with seal

Date of issue of certificate:-----

Case File No.:-----

Annexure-M

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

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

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

1. I/we the tenderer (s) am/are signing this document after carefully reading the contents.
2. I/We the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the tender documents from Indian Railway website www.ireps.gov.in. I/we have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e., evaluation of tenders, execution of work or final payment of the contract, the master copy available with the railway Administration shall be final and binding upon me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.

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

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

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

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

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

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

SEAL AND SIGNATURE
OF THE TENDERER

Place:

Dated:

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

This certificate is to be given by each member of JV or partners of partnership firm/LLP/etc..

Annexure-N

Break up of Maximum value of Contractual payment received in any one year during the last three years and current financial year under Government /Semi government/PSU

S. No.	Financial year	Cumulative contractual payment received	Breakup of individual values included in cumulative payment (col.3)	Supporting documents (16A, 26As, Employer certificate)	Placed at S. No.
1	2	3	4a	4b	4c
			1.		
			2.		
			3.		
			4.		

			Cumulative value		

Annexure-O-1

AFFIDAVIT BY 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.....S/o Shriaged aboutyears
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.....

DEPONENT

Verification:

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

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

Annexure-O-2

POWER-OF-ATTORNEY FOR SIGNING OF BID 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/oShri..... R/o.....
(2)..... S/oShri..... R/o.....
(3)..... S/o Shri..... R/o.....
(4)..... S/o Shri..... 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 for the work namely
“ ”

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 sign and submit Tender and participate in the aforesaid bid of the on behalf of the firm.
2. To sign and submit all the necessary papers, letters, forms, quotes, bids etc. on behalf of firm.
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 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.

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

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. 3. 4.
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 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.
4. The power of attorney should be duly registered as per prevailing law.

Annexure-O-3

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 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 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 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

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-O-4

CONSENT OF PARTNERS OF PARTNERSHIP FIRM FOR SIGNING JOINT VENTURE **(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)**

KNOW ALL MEN BY THESE PRESENTS: WHEREAS WE :

- (1)..... S/o Shri..... R/o.....
(2)..... S/oShri..... R/o.....
(3)..... S/o Shri..... R/o.....
(4)..... S/o Shri..... 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.....

AND WHEREAS it has come to our knowledge that NIT
No._____ has been issued byfor the work namely
“_____”

We all the above named partners on behalf of the above named firm hereby give our
consent to participate in the above tender in Joint Venture.

Further we all the above named partners on behalf of the above named firm hereby give our
consent to enter in to Joint Venture agreement, with M/S_____&

M/S_____ (name of other constituent(s) of joint venture) and to participate in tender as Joint Venture aforesaid.

Date:

Place:

Executants Partners

(Name) (Signature)

1.....	
2.....	
3.....	
4.....	

(seal and signature of Notary

Public)

Notes: 1. In this format space has been provided for entering details of four partners and two JV constituents 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-O-5

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.....
(3).....	S/o Shri.....	R/o.....
(4).....	S/o Shri.....	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 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 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

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 | Executants Partners | |
| Name: | (Name) | (|
| Address: | Signature) | |

- 1.....
- 2.....
- 3.....
- 4.....

1. 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-O-6

AFFIDAVIT BY SOLE PROPRIETORSHIP FIRM 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 byfor 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 thisday 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-O-7

Board's Resolution of Company for entering into Joint Venture (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 byfor 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 in Joint Venture and for the purpose the company 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 Board authorizes, Mr./ Ms. _____ & Mr./ Ms. _____ (name and designation) of the company, 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 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 ofAt(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-O-8

POWER-OF-ATTORNEY BY A COMPANY (incorporated under companies Act) for entering into 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 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) has decided to participate in the tender No. _____ issued byfor the work namely “ _____ ”

in Joint Venture and for the purpose the company 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 company) duly authorized in this behalf by aforesaid resolution do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms. _____ (designation) _____ (address) & 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 enter into and execute and sign JOINT VENTURE agreement, draft of which has been approved by the company, on behalf of the company with above named constituents for participating in the aforesaid bid of the on behalf of the company.
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 company in connection with completion of aforesaid tender work and to enter into liability against the company.
4. 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

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.

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 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 constituents of the JV and two authorized persons/attorney holders 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-O-9

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 byfor the work namely
“

I.....(name and designation) the authorised 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 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 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

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.

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-O-10

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 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).

Annexure : O-11

POWER-OF-ATTORNEY FOR SIGNING OF BID (when Tenderer is LLP Firm incorporated under LLP 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 LLP Firm)

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..... (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) have decided to participate in the tender No. _____ issued by for the work namely " _____ "

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 sign and submit Tender and participate in the aforesaid bid of the on behalf of the LLP.
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 LLP in connection with completion of aforesaid tender work and to enter into liability against the LLP.
4. To sign, execute the contract with for and on behalf of the LLP.
5. 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

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(Executant):
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: 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 : O-12

**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) havingLLPIN_____ of 20..... (hereinafter referred to
as LLP) HELD ON (Date) _____ AT (Address)

Whereas the Board has been described about NIT
No. _____ issued by 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)

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).

Annexure : O-13

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 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 : O-14

POWER of ATTORNEY BY A LLP Firm (incorporated under LLP Act) for entering into 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 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. _____ (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 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

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:

Signatures of authorized representative
& Seal of LLP:

Address:

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)

Notes: 1. In this format space has been provided for entering details of two constituents of the JV and two authorized persons/attorney holders 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-P

LCDA No. (18 DIGIT IPAS GENERATED NO.)

Dated:_____

DOCUMENT OF AUTHORIZATION

Reference : (i) Works Contract/supply Contract No._____ Dated_____

(ii) Inland Letter of Credit No._____ Dated_____

This document is issued against contract No.....(FROM IREPS) ----- Dated---
---for supply/work of..... (DESCRIPTION OF
GOODS/WORKS FROM IREPS) -----

The beneficiary of the aforementioned Letter of Credit M/s..... (NAME AND
VENDOR CODE)..... (Vender Code..... as per IRPES.....) is
entitled to receive payment aggregating INR---\$\$\$----- (FROM ABSTRACT OF
BILL PASSED). Out of a total LC amount of INR..... (FROM MASTER TABLE
OF LC OPENED)..... Against the first/second* commercial Invoice

Tender No. SIG-WS-Contract-AGC-93A

No. (FROM IPAS)_____ dated _____FROM IPAS_____ for INR (FROM IPAS -
----- raised against the above contract from State Bank of India------(branch-
FROM LC MASTER TABLE)----- on the strength of this Certificate.

The details of payments already made to the beneficiary under this Letter of Credit
are as follows:

S.No.	Invoice No.	Invoice Date	Invoice Amount(INR)	LCDA No.	LCDA date	Amount paid (INR)
Total Paid						

THE PAYMENT: -INR_____ \$\$\$ _____

LC BALANCE AFTER THIS PAYMENT:_____ -

(Signature of authorised Railway
authority)Name

Designation
Official Seal

In case of any legal dispute, Jurisdiction of Courts in Agra, UP only shall be
applicable.

Signature of the Tenderer/s

Address_____

ANNEXURE-Q

Information and particulars in terms of clause 2.2.12 of Tender document

**1.Information& particulars regarding employed retired railway Engineer (s)/ Officer(s) of the
Gazetted rank:**

S. No	Name of Gazetted officer/ Engineer and Designation	Date of retirement	Details of obtained permission (where ever applicable

**2. Information & particulars regarding retired railway Engineer (s)/ Officer(s) of the Gazetted
rank being one of the partners in partnership firm/ JV/Registered society/ Registered firm/LLP
etc:**

S. No	Name of Gazetted officer/ Engineer and Designation	Date of retirement	Details of obtained permission (where ever applicable

3.Information& particulars regarding retired railway Engineer (s)/ Officer(s) of the Gazetted rank being director in the company:

S. No	Name of Gazetted officer/ Engineer and Designation	Date of retirement	Details of obtained permission (where ever applicable

Note:

- Details as per 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 by tenderer.
- Also submit the document of permission from the President of India or any officer, duly authorized by him on this behalf.

4. Information & particulars regarding family members employed in gazetted capacity on Indian Railway:

S. No	Name of Family member employed in Gazetted Capacity on Indian railway and Designation	Relation

Note: Details as per above format shall be furnished by the tenderer. The format should not be left blank. In case of there being no such family member, NIL to be furnished by tenderer.

Date:
signatory)
Place:
tendering firm

(Authorized

Name of the

ANNEXURE – R

Registered Acknowledgement Due

PROFORMA FOR TIME EXTENSION

No. _____ Dated: _____

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

(ii) Acceptance letter no. _____

(iii) Understanding/Agreement no. _____

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

Dear Sir,

1. The stipulated date for completion of the work mentioned above is _____.

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

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

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

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

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

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

Yours faithfully

For and on behalf of the President of India

ANNEXURE-S

_____ **RAILWAY**

CONTRACT AGREEMENT OF WORKS

CONTRACT AGREEMENT NO. _____ DATED _____

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

WHEREAS the Contractor has agreed with the Railway for performance of the works

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

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

Contractor _____ (Signature) Railway: Designation _____
Address _____ (For President of India)

Date _____ Date _____

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

ANNEXURE-T

Undertaking for non blacklisted

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/partner of the partnership firm /LLP/JV/Society/Trust. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.

(Signatures of each and every partner/member of Partnership/LLP/JV)

STATEMENT OF DEVIATIONS

PROFORMA FOR STATEMENT OF DEVIATIONS

1. The following are the particulars of deviations from requirement of the Special Conditions of Contract, Instructions to Tenderers, General Conditions of Contract.
- 1.1 Instructions to Tenderers & Condition of Tendering

CLAUSE	DEVIATION	REMARKS
(INCLUDING JUSTIFICATION)		

1.2 General Conditions of Contract

CLAUSE	DEVIATION	REMARKS
(INCLUDING JUSTIFICATION)		

1.3 Special Conditions of Contract

CLAUSE	DEVIATION	REMARKS
(INCLUDING JUSTIFICATION)		

2. The following are the particulars of deviations from requirement of the technical specifications:

(Separate Statement for each specification)

CLAUSE	DEVIATION	REMARKS
(INCLUDING JUSTIFICATION)		

Note: Where there is no deviation, the statement should be returned duly signed with an endorsement indicating no deviations.

Note: Submission of an un-signed 'Statement of Deviation' will be taken as 'No deviation'. If subsequently any item of deviation is raised by the contractor, after the opening of tender or after the award of tender, the deviation statement submitted shall not be entertained.

CERTIFICATE

Joint Inspection of Cable Trench & Protective Works

1. The cable trench/chase including ducts, pipes etc. arrangements enroute has been jointly inspected by us on the following sections and the work has been done according to the specifications. The laying of cable can be taken on these sections after the deficiencies noted below are rectified and offered for further check .

2.

Sl.No.	From KM.	To KM.	Remarks/Deficiency if any

3. The following Joints have been jointly supervised and provided as per manufacturer's instructions and it is confirmed that all the materials or kit have been used up.

Sl.No.	Type of Joint	Location (KM. No.)	Remarks/Deficiency if any

Signature of Contractor's
Purchaser's
Representative with
with
Designation

Signature of

Representative

Designation

ACKNOWLEDGEMENT

(FOR RECEIVING MATERIALS FROM RAILWAY)

Station:

Date:

Sub: - Receipt of Materials from Railway.

It is hereby acknowledged that the following material as detailed have been received in full and good condition by me on
..... at for the work coming under the Agreement No..... dated

Sl.No.	Description of Material	Quantity	
Remarks			if
any			

Witnessed by: -

-----	-----

(Signature of Purchaser's Contractor or Representative with 'Representative) Designation)	(Signature of Contractor

RECEIPT CERTIFICATE (FOR SUPPLY ONLY)

From: Sr. Section Engineer/Section Engineer (Signal/Telecom), North Central Railway/

No.

Date:

- 1 Contract No
- 2 Name of Work
- 3 Item No. As in Rate Schedule
- 4 Description of Item.
- 5 Material inspected by:
- 6 Dispatch particular & date
- 7 Qty as per dispatch particular
- 8 Qty received
- 9 Qty short received
- 10 Condition of Stores Received
- 11 Name of Firm & Address
- 12 Place of receipt
- 13 Date of receipt
- 14 Ledger No.
- 15 Name & designation of Stores In-charge

Charge

Signature of SSE/Sig.-in-

ELECTRONIC CLEARING SERVICE (CREDIT CLEARING)
(MODEL MANDATE FORM)

**(INVESTOR/CUSTOMER'S OPTION TO RECEIVE PAYMENTS THROUGH
CREDIT CLEARING MECHANISM)**
(Scheme name and the periodicity of payment)

1.	INVESTOR/CUSTOMER'S NAME	
2.	PARTICULARS OF BANK ACCOUNT	
A.	BANK NAME	
B.	BRANCH NAME	
	ADDRESS	
	TELEPHONE	
C.	9-DIGIT CODE NUMBER OF THE BANK & BRANCH (Appearing on the MICR cheque issued by the bank.)	
D.	ACCOUNT TYPE (S.B. Account/Current Account or Cash Credit with Code 10/11/13)	
E.	LEDGER NO./LEDGER FOLIO NO	
F.	ACCOUNT NUMBER (As appearing on the Cheque Book)	
G.	IFSC Code of the bank	
(In lieu of the bank certificate to be obtained as under, please attach a blank cancelled cheque, or photocopy of a cheque or front page of your savings bank passbook issued by your bank for verification of the above particulars.)		
3.	<u>DATE OF EFFECT.</u>	
I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the User institution responsible. I have read the option invitation letter and agree to discharge responsibility expected of me as a participant under the Scheme.		

Date: _____ (_____)
Signature of the Investor/Customer.

Certified that the particulars furnished above are correct as per our records

(_____)
Signature of the Authorized.

Official from the Bank

Annexure –VIA

Para 5 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,, (hereinafter called "The Railway")

having invited the bid for _____ through Notice inviting tender (NIT)

No.. _____, We have been informed that [Insert name of the Bidder]..... (hereinafter called "the Bidder") intends to submit its bid (hereinafter called "the Bid") .

WHEREAS, the Bidder is required to furnish Bid Security for the sum of [Insert required Value of

Bid Security], in the form of Bank Guarantee, according to conditions of Bid.

AND

WHEREAS,[Insert Name of the Bank], with its Branch[Insert Address] having its

Headquarters office at..... [Insert Address], hereinafter called the Bank,

acting through.....[Insert Name and Designation of the authorised persons of the Bank], have, at the request of the Bidder, agreed to give guarantee for Bid Security as hereinafter contained, in favour of the Railway:

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

2. The Bank undertakes to immediately pay on presentation of demand by the Railway any amount

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

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

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

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

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

7. The Bank Guarantee is unconditional and irrevocable.

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

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

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

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

STATE	MAHARASHTRA
BG ENABLED	YES

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

Date

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.

SPECIAL CONDITIONS OF CONTRACT

1 ENGAGEMENT OF QUALIFIED ENGINEER

(As per clause 26A of the Standard GCC, April 2022)

The Contractor/s shall employ the following technical staff during the execution of the work:

- a) One graduate Engineer when the cost of the work to be executed is Rs.200 Lakh and above.
- b) One Identified diploma holder when the cost of work to be executed is more than 50 Lakh but less than Rs.200 Lakh. Technical staff should be available at site whenever required by the Engineer- in-charge to take instructions.
- (c) If the geographical area under work is not manageable by one person or if the value of the work is much higher than 50 lakhs/200 lakhs, the contractor shall explore the option of engaging more than one qualified diploma holder/degree holder.
- (d) In case the Contractor/s fails/fail to employ the technical staff as aforesaid, he/they shall be liable to pay a reasonable amount not exceeding a sum of Rs.40,000/- (Rupees Forty thousand only) for each month of default in case of graduate engineer and Rs. 25000/- (Rs. Twenty-Five thousand only) for each month of default in case of Diploma Holder.
- (e) The decision of the Engineer-in-charge as to the period for which the required technical staff was not employed by the contractors and as to the reasonableness of the amount to be deducted on this account shall be final and binding on the Contractor.
- (f) **NOTE:** All the design documents proposed to be submitted by the contractor for approval of Railways should be certified/pre-approved by personnel holding a valid IRSTELO licence. Further details can be seen at <https://irstelicensing.org.in>
- (g) All the design/wiring documents proposed to be submitted by the contractor for approval of Railways should also be certified/pre-approved by a retired Railway officer of DSTE/Dy.CSTE level having minimum three years of experience in drawing and design.

1.1 The contractor shall submit a declaration in the following format:

I / We hereby declare that I / We shall engage and continue in service for the particular work for which tender is submitted, (one/two/...) Electrical/Electronics Engineering Degree holder(s) and (one/two/...) Electrical/Electronics Engineering Diploma holder(s). If they are without any experience of any kind, they will be taken under training by us for a period of 6 months.

The details of engaged personnel are attached as per Annexure-F.

None of engaged diploma holder/Engineer is related to me / us.

Date:

Signature of Tenderer/s

1.2 The Contractor should nominate a Competent Supervisor/Engineer as his representative on the works who will be authorized to receive and

acknowledge materials issued by the Railway and take all orders issued by the Inspecting Officer of the Railway.

- 1.3. Inspection Register and work site Register shall be maintained at the site of work by the Railway where in instructions regarding the working etc. shall be recorded by the Engineer or his executive subordinates. It is expected from the contractor or his representative at the site to note such instructions whenever asked upon to do so and take action accordingly.
- 1.4. No facility whatsoever e.g. provision of approach road and provision of temporary level crossing etc. will be provided by Railway for carting/carrying of materials. Approach roads within the Rly.limits can be used for carting/carrying of materials.
- 1.5. Technically it is considered that the work of cable laying should not be tackled under moist conditions. Hence, the work of cable laying should be stopped just before the onset of monsoon and the contractor shall have this in his mind while submitting his detailed time schedule.

2. **DEFAULT AND DELAY:**

The contractor shall execute the work with due diligence and expedition, keeping to the approved time schedule. Should he refuse or neglect to comply with any reasonable orders given to him in writing by the Purchaser's Engineers in connection with the work or contravene the provision of the contractor or the progress of work lags persistently behind the time schedule due to his negligence the purchaser shall; be at liberty to give seven days notice in writing to the contractor requiring him to make good the neglect on contravention complained of and should the contractor fail to comply with the requisitions made in the notice within seven days from the receipt thereof, it shall be lawful for the purchaser to take the work wholly or in part out of the contractor's hands without any further reference and get the work or any part thereof, as the case may be, completed by other agencies at the expenses of the contractor without prejudice to any other right or remedy of the purchaser.

3. **OTHER RAILWAY STORES:**

If any material including in the list of materials to be supplied by the contractor is supplied by the Railway either at the contractor's request/or suomoto in order to prevent any possible delay in the execution of the work likely to occur due to the contractor's inability to make adequate arrangements for supply, as also his failure to return excess un-used material supplied by Railways, then recovery will be made from contractor's bill, if he fails to return the material taken on loan, at the book rate or the last purchase rate or the prevailing market rate whichever is higher plus 5% on Account of initial Freight 2% on Account of Incidental charges together with supervision charges at 12.5% of the total cost inclusive of material, freight incidental charges. Freight between the Railway sources of supply and the site of work shall be to the contractor's account. If, however, the material required by the contractor is not available in Railways stock or the Railway decides not to supply the same be that for whatever reasons, the Railway shall not be bound to arrange for the supply at the cost quoted above or at any other cost nor will this fact be accepted as an excuse for delay in execution of works.

4. **SUPPLY OF MATERIALS**

- 4.1 **Materials to be supplied by Railways: (IPS, Signaling or Telecomm cables, LED, UFSBI, Axle Counter etc.)** The material, as mentioned in the tender documents to be supplied by railways, shall be supplied free of cost. The quantities would be determined by Railways according to the quantum of work to be done. Contractor shall be responsible for checking before taking delivery, whether all the materials given to him are in good condition. Receipt of the material taken shall be given on prescribed Performa by the contractor or his representative, clearly mentioning the details of materials and the quantities received. The left out or unused material shall be returned to the stores by the contractor and no extra charges shall be paid by Railways. Transportation of materials from Railway stores to the site of work shall be arranged by the contractor. The contractor is entirely responsible and shall bear all expenses for loading, transportation, unloading, transit insurance of all materials, equipment, machines, tools and plants etc. from the stores of supply to the Railways stores depot. Equipment / materials required for installation will be issued to the contractor at the Railway stores depot. Loading and un-loading of the same to the site will be done by the contractor at his cost. The responsibility for damage to any equipment during transportation and till it is taken over by Railways after commissioning of the work shall be that of tenderer.
- 4.2 **Materials to be supplied by the contractor:** - The equipments/material as per RDSO specifications are to be procured from the RDSO approved sources only.
- 4.2.1 The materials to be supplied by the contractor as per schedule enclosed with the tender document will be procured from RDSO approved sources if the item appears in RDSO approved list. In case of items not appearing in RDSO approved list of material, the materials shall be procured from reputed suppliers or their authorized representatives, shall be of best quality and shall confirm to relevant specifications, design and drawings duly inspected by RITES/RDSO/Railway (as the case may be). The contractor may be required to produce test certificates from the manufacturers whenever called for by the Engineer in charge.
- 4.2.2 Before procuring the material to be supplied by contractor, the contractor shall submit the names and addresses of suppliers from whom it is proposed to procure the materials (if the supplier is not from RDSO approved suppliers) required to be supplied in the tender and shall take approval of railways for the same.
- 4.3 The list of the material to be supplied as per the schedule indicates the list of materials to be supplied by the contractor free of cost but not limited to, as required for completing the work as per standard plans, drawing etc. In addition to the above, if any other petty material, which may be considered necessary for execution of the work according to specification or drawing, is required, the same shall be supplied by the contractor free of cost.
- 4.4 No extra charges shall be paid to the contractor towards carriage, loading and un-loading and handling etc. of the above materials indicated above required for execution of the work and the rates quoted by the contractor shall be inclusive of all such charges.

- 4.5 The contractor shall be responsible for undertaking repairs, if any, to crates, cable drums packing cases etc. for safe transport of materials from Railways specified depot to the site of work. No extra payment will be made on this account.

5 DISPOSAL OF EMPTY CABLE DRUMS:

Empty cable drums, wooden crates and other packing materials used for supply of Railway's materials to the contractor shall be the property of the contractor excepting the cable drums having unused cable exceeding 25mtr/length. This cable will be rolled back in the same cable drum and handed over to the Railway Engineers. If otherwise the cable can be handed over loose, however all precautions to be taken so that the loose cable is handed properly bundled without any kinks, sharp bends etc. The cost of the cable drums shall be recovered at the rate of 800/- per empty drum from the running bills of the contractor. The Railway, however, reserve it's right to take empty drums that are in good condition and in such cases no recovery will be made for the drums so taken back.

- 5.1 Security of all materials in the section where the work is in progress shall be the contractor's responsibility and he shall arrange to guard the same from thefts by outsiders or his labour. In the event of any loss, the contractor shall be responsible to that effect and shall execute an indemnity bond for the materials that will remain in his custody, which has been supplied by the Railway. The stores lost, when under custody of the contractor, will be made good by the contractor.

6. STORAGE OF MATERIALS:

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

7. INDEMNITY BOND AND STANDING BANK GUARANTEE AGAINST MATERIALS SUPPLIED TO CONTRACTOR:

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, sub-contractors 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.

The contractor shall furnish a standing Indemnity Bond for materials supplied to him by Railways as per Clause-15 of the Standard GCC. The contractor

The value of the Standing Bank guarantee/FDR for the indemnity bond above should be judiciously decide by the Railway executive/competent authority.

and the contractor shall deliver to the Railway the materials to be used in execution of work and quantities finally reconciled.

Note- FDR should be with automatic renewal facility.

8. TESTS:

The contractor shall make such tests as may be necessary to demonstrate to the satisfaction of the Railway that the apparatus and the system as installed are in accordance with the specification and contract. The contractor shall provide such instrument and apparatus as may be necessary for conducting such tests. The responsibility of localization of the defective/faulty material or inoperative installation, during the execution and testing, restoration thereof, shall be that of the contractor. The contractor shall co-operate in conducting tests and trials and wherever defects/deficiencies are required to be attended to or made good, will be complied with promptly.

9. **INSPECTION OF MATERIALS/INSTALLATION:** In addition to what is indicated in General Conditions of Contract, following shall also be adhered to by Tenderer: -

- 9.1 Materials to be supplied by tenderer(s) shall be best in quality and shall conform to the relevant specification, designs and drawings. The tenderer(s) may be required to produce test certificate from the Manufacturer, wherever called for by the Engineer-in-charge.
- 9.2 **The equipments/materials as per RDSO specifications are to be procured from the RDSO approved sources only.** Equipment/material in the schedule as per IS specification shall be procured from BIS licensed firms only. In case there are no BIS licensed firms for the scheduled item, the equipment/ material are to be procured from manufacturers of repute/their authorized dealers after approval of Engineer- in-charge before supply.
- 9.3 Equipment/material in the schedule where RDSO/IS specification has not been stipulated, shall be procured from manufacturers of reputed/their authorized dealers approved by the engineer-in-charge before supply. Mechanical Signalling items are to be procured from valid recommended list of firms for manufacture and supply of mechanical signalling items, issued by RDSO Lucknow. Inspection of such Mechanical signalling items to be carried out by RITES, if the value of the item is more than Rs.5.0 Lakhs.
- 9.4 The following critical item will continue to be inspected by RDSO as per instruction contained in Board's letter No.74/RS(G)/379/2Pt. dated 4/3/91 and 18/6/91 and will have to be procured from RDSO approved firms only and will be supplied duly inspected by RDSO irrespective of the value:
 - i. All types of signalling relays;
 - ii. Block instruments;
 - iii. Axle counter equipments;
 - iv. Signal machines;
 - v. Point machines;
 - vi. Colour light signal transformers
 - vii. Electrical signal lamps;
 - viii. Voltage stabilisers and other power supply equipment.

- ix. Electric signal reversers;
 - x. Signal roundels and lenses;
 - xi. Electric lever lock and circuit controller.
 - xii. Circuit controller;
 - xiii. Electric key transmitter;
 - xiv. Fuses, Fuse Block & Terminal blocks (PBT Type)
 - xv. Electric Point and lock detector.
- 9.5 The Electrical Signaling materials, other than those included in the critical list mentioned above as per RDSO's specifications/drawings will have to be procured from RDSO approved firms only and will be supplied duly inspected by RDSO if the value of the item is **more than Rs.5.0 Lakhs.**
- 9.6 All materials which are to be inspected by RDSO/RITES should be offered by him/ them for RDSO's/ RITES inspection, well in time, so as not to delay the progress of work at any stage at any of the stations in any way on this account.
- 9.7 All other signaling items and items of general nature for which RDSO/IS specification is not stipulated shall be inspected by RITES if value is more than Rs.5.0 Lakhs and shall be inspected by consignee if value is less than Rs. 5.0 Lakhs.
- 9.8 In case of deviation in the inspecting agency due to any condition as per the total cost of the material/extant policy changes, approval of competent authority 9officer competent to sign the TC minutes) shall be obtained, giving full justification by the field unit. **This is to be resorted to in very rare cases.**
- 9.9 All equipment, materials, fittings and components in the RDSO/RITES approved list shall be subject to inspection by RDSO/RITES or his representative at the manufacturer's premises before dispatch and no materials shall be dispatched from the manufacturer's premises until these are inspected and approved. The materials may also be inspected by the RDSO/RITES or his representative at the contractor's depot at the purchaser's discretion. The RDSO/RITES or his representative shall have the right to be present during all stages of manufacture, and shall be afforded, free of charge all reasonable facilities for inspection and testing so as to satisfy himself that the materials are in accordance with specifications, approved drawing and designs.
- 9.10 **The inspection charges of the items in the schedule (RDSO/RITES) shall be borne by the Railways.** However, if the samples are found inferior when compared to stipulated

specification/drawing, the further/repeat test charges shall be borne by the contractor.

- 9.11 All materials that are not covered under the specification, designs and drawings of RDSO/TEC etc. shall be procured from the reputed manufacturers or their authorized dealers. **Such materials are to be approved by the purchaser's Engineer before being supplied to the consignee stores.** The Contractor may be required to produce test certificate from the manufacturer wherever called for by the Engineer.
- 9.12 During the execution of the contract, samples may be taken from all the materials employed for the purpose of test and/or analysis under the conditions laid down in specification; such samples to be prepared for testing and forwarded to the testing entity shall be free of all costs to the Railway.
- 9.13 The decision of the purchaser or his successor shall be final in respect of acceptability or otherwise of any material, equipment etc. required for the work.
- 9.14 All expenses of the purchasers/Railway representative shall be borne by the purchaser whether the inspected materials is utilized in the work or not.
- 9.15 In case any material is found to be not according to the standard specifications after delivery at site, the contractor shall immediately remove such materials within 48 hours from Railway premises at his own cost.
- 9.16 The contractor shall give the Railway or inspecting authority nominated by Railway clear 10 days' notice/or more if required for inspection of material so as to ensure that the progress of work is not delayed on this account in any manner. All the letters submitted to the inspecting authority shall be given to the Engineer in charge after due acknowledgement from the inspecting authority.

10. INSPECTING OFFICER – POWER OF REJECTION:

- 10.1 Before any stores or part thereof are submitted for inspection, to certify if they are not in accordance with the contract/owing to the adoption of any unsatisfactory method of manufacture.
- 10.2 To reject any stores submitted as not being in accordance with the particulars.
- 10.3 To reject the whole of the installment tendered for inspection if after inspection of such portion thereof, as he may in his discretion think fit, he is satisfied that the same is unsatisfactory.

- 10.4 To mark the rejected stores with a rejection mark, so that they may be easily identified if resubmitted.
- 10.5 The Inspecting officer's decision as regards the rejection shall be final and binding on the contractor.

11. CONSIGNEE'S RIGHT OF REJECTION:

- 11.1 **Notwithstanding any approval which the inspecting officer may have given in respect of the stores or any materials or the work or workmanship involved in the performance of the contract (whether with or without any test carried out by the contractor or the inspecting officer or under the direction of the Inspecting officer) and notwithstanding delivery of the stores where so provided to the **SSE/Tele/C/MTJ**. it shall be lawful for the **SSE/Tele/C/MTJ**, on behalf of the purchaser, to reject the stores or any part, portion of consignment thereof within a reasonable time after actual delivery thereof to him at the place or destination fixed in the contract if such stores or part, portion of consignment thereof is not in all respects in conformity with the terms and conditions of the contract whether on account of any loss, deterioration or damage before dispatch or delivery or during transit or otherwise how so ever.**

12. REJECTED STORES:

- 12.1 When any stores delivered at the **SSE/Tele/C/MTJ** depots are rejected, this shall be removed by the contractor within 14 days from the date of rejection. Such rejected stores shall lie at the contractor's risk from the date of rejection. If the stores are not removed by the contractor within this period, the purchaser or his nominee shall have the right to dispose of such stores, as deemed fit, at the contractor's risk and account.
- 12.2 The purchaser shall also be entitled to recover from the contractor, handling and ground rent / demurrage and any other charges for the period the rejected stores are not removed after the aforementioned period.
- 12.3 Stores that have been dispatched by rail and rejected after arrival at destination may be taken back by the contractor either at the station where they were rejected or at the station from which they were dispatched. If the contract is placed for delivery F.O.R. station of dispatch, the contractor shall pay the carriage charges on the rejected consignment at public traffic Rates from the station of dispatch to the station where they were rejected. If the contractor prefers to take back the goods at the station from which they were dispatched, the goods shall, in addition, be booked back to him, freight to pay at Public Traffic Rates and at owner's risk.

13. CONSEQUENCES OF REJECTION:

- 13.1 If on the stores being rejected by the Inspecting Officer or **SSE/Tele/C/MTJ** at the destination, the contractor fails to make satisfactory supplies within the stipulated period of delivery, the purchaser shall be at liberty to: -
- 13.2 Request the contractor to replace the rejected store forthwith but in any event not later than period of 14 days from the date of rejection and the contractor shall bear all the cost of such replacement, including freight, if any on such replacing and replaced stores but without being entitled to any extra payment on that or any other account.

- 13.3 Purchase or authorize the purchase of quantity of the stores, rejected or others of a similar description (when stores exactly complying with the particulars are not readily available in the opinion of the purchaser, which shall be final), without notice to the Contractor, at his risk and cost and without affecting the contractor's liability as regards to the supply of any further installment due under the contract or Cancel the contract and purchase or authorize the purchase of the stores or other of a similar description (when stores exactly complying with the particulars are not readily available, in the opinion of the purchaser, which shall be final) at the risk and cost of the contractor. In the event of action being taken under sub-clause above or this sub clause, the provisions relevant clauses of the General Conditions of contract, shall apply as far as applicable.
- 13.4 Where under a contract, the price payable is fixed on F.O.R. part of export or F.O.R. dispatching station, the contractor shall, if the stores are rejected at the destination by the **SSE/Tele/C/MTJ**, be liable in addition to his other liabilities including refund of price recoverable in respect of the stores so rejected, to reimburse to the purchase, the freight and all other expenses incurred by the purchase in this respect.

14. SPECIFICATION, DRAWING, REQUISITES AND REQUIREMENT:

- 14.1. Specifications, drawings, requisites and requirements referred to in the body of this specification form an essential part thereof. The sources from which the drawings and specifications referred to in this Tender can be obtained, are indicated in tender document.
- 14.2 The installation shall comply with the requirements of the Signal Engineering Manual, Telecomm, Manual & RE Manual and General and Subsidiary Rules as Applicable. It shall also conform to the Schedule of Dimensions and the Rules for Opening of Railways. Besides these, installation shall comply with requirements of Engineering Code, P-way works and way manual wherever applicable.
- 14.3 If, in the opinion of the tenderer, he is in a position to offer additional facilities and safeguards that have not been covered by these specifications, full and complete details of the facilities and the safeguards with their costs shown separately, must be furnished with the tender. However, Railways is not bound to pay for these additional facilities and safeguards.

15 DRAWINGS

- 15.1 Adherence to specifications and drawings: - The work shall be carried out according to the drawings approved by the RDSO/RITES/Railway (as the case may be) and shall conform to the provisions of the "Signal Engineering Manual" and "Schedule of Dimensions" as modified from time to time unless deviation, if any, are specifically approved by the Engineer. The contractor shall be solely responsible for proper execution of the work as per the said drawings and specifications.

The whole of the works shall be executed in perfect conformity with the specifications and drawings of the contract. If contractor performs any works in a manner contrary to the specifications or drawings or any of them and without such reference to the Engineer, he shall bear all the costs arising or ensuing therefore and shall be responsible for all loss to the Railway.

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

Ownership of drawings and specifications: - All drawings and specifications and copies thereof furnished by the Railway to the contractor are deemed to be the property of the Railway. They shall not be used on other works and with the exception of the signed contract set, shall be returned by the contractor to the Railway on completion of the work or termination of the contract.

- 15.2 Material and workmanship shall be first class/top quality in every respect.
- 15.3 Any damage to Railway structure caused during the execution of work for e.g. damage to Flooring, wall, painting etc. be got rectified by the Contractor with his own materials and labour.
- 15.4 Material shall be in accordance with specifications and drawings specified or approved by the Railway.

16. FINAL PAYMENT:

On the basis of completion certificate issued by the Engineer for all the works covered in the contract, the final bill for the balance payment shall be submitted by the contractor along with "NO CLAIM CERTIFICATE". The completion certificate shall be issued by Railway Engineer only when: -

- (i) He has accepted the work wholly.
- (ii) All the released materials are handed over by the contractor correctly and stocked as indicated.
- (iv) Material reconciliation done and all the unused Railway materials returned to consignee Railway Stores in good condition.

17. SUBMISSION OF BILLS:

The supplier /contractor should insert the following clause in the bill while claiming payments for supplies: -

"We certify that no additional duty set off, on the goods supplied by us have accrued under the MODVAT Scheme in force on the date of supply after we submitted our quotations and submitted the present bill".

- 18. LIEN IN RESPECT OF OTHER CONTRACTS:** Any sum of money due and payable to the Contractor (including the security deposit, any sum or sums of money due and payable returnable to him) under the contract may be withheld or retained by way of lien, by the purchaser against any claim of this or any other Railways or any other department of the Central Government in respect of payment of a sum of money arising out of or under this or of any other contract of Railway or any other department of the Central Government.

19. MAINTENANCE/OBSERVATION OF INSTALLED GEARS:

- 19.1 **Maintenance:** - After successful commissioning and completion of the complete work, 12 months period shall be taken as maintenance period during which a responsible and knowledgeable supervisor of the contractor should

be available to assist Railway maintenance staff to rectify defects and during this period the contractor shall be responsible for replacement of defective parts at his own cost. Should any dispute arise as to the correctness of the defects pointed out, the Engineer's decision in this regard shall be final and binding. No separate charges shall be paid for maintenance supervision and tenderers should note this while quoting rates.

20. GUARANTEE:

In addition to the provisions in this regard listed in General Conditions of contractor, following shall apply: -

- 20.1. The contractor shall guarantee satisfactory working of the equipment supplied (and not required to be installed) by him in respect of installation for a period of 12 months beginning from the date of receipt of last supply. Similarly, the contractor shall guarantee satisfactory working of the equipment supplied and installed by him for a period of 12 calendar months beginning from the date of commissioning and completion of the full scope of work.
- 20.2 During this period, the contractor shall keep all the equipment, material and tools readily available and shall carryout at his own expense all modification, addition or substitution that may be considered necessary for the satisfactory working of the equipment supplied or work executed. Final decision in respect of unsatisfactory working of the equipment/work executed or faulty use of designs, workmanship etc. shall rest with the Engineer-in charge, and the same shall be binding on the contractor.
- 20.3 During the aforesaid period of guarantee, the contractor shall be liable at his own cost for all repairs or replacement or any parts that may be found defective in the construction or equipment, irrespective of whether any defect arose as result of faulty design, materials, workmanship installation or otherwise provided that such defective parts which are not repairable at site, are promptly removed to the contractors works for repairs if so required by him, and such defective parts should be replaced by him, by new ones in order to remove the defects at his own expenses. In case minor repairs are carried out by the Railway at site, the cost of such repairs plus departmental charges shall be borne by the contractor.
- 20.4 **INDEMNIFYING RAILWAY AGAINST LOSSES INCURRED:**
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.
- 20.5 All inspections, adjustments, replacements or renewals carried out by the contractor during the maintenance period shall be subject to the same conditions of the contract.

21. ARBITRATIONS:

The provision of Clauses – 63 and 64 to the General Conditions of Contract will be applicable.

22. SETTLEMENT OF DISPUTES

The provision of Clauses – 63 and 64 to the General Conditions of Contract will be applicable.

23. DETERMINATION OF CONTRACT

The provision of Clauses – 61 and 62 to the General Conditions of Contract will be applicable.

24. ERRORS, OMISSIONS & DISCREPANCIES

The Contractor shall not take any advantage of any misinterpretation of the condition due to typing or any other error and if in doubt shall bring it to notice of the Engineer without delay, maximum up to 30 days of the award of the tender. In case of any contradiction only the printed rules, manuals and books should be followed and claim for the misinterpretation shall not be entertained.

25.0 SUPPLY

25.1 The supply of materials shall be as per schedule of work.

25.2 SERVICES

Installation, testing and commissioning of signaling system including transportation of all the equipments to site of installation from Store of **SSE/Tele/C/MTJ**.

The scope of work might also include minor Civil Engineering works. The tenderer should therefore, ascertain the type of topography by conducting survey as no extra cost shall be allowed on this account subsequent to the award of contract. No material would be supplied by the Railways for any of the above

- a) Training of Railway personnel at manufacturers' premises in India or Abroad, as applicable.
- b) Complete documentation as per detail given in tender notice, ITT and schedule of works.
- c) Maintenance supervision of indoor /Outdoor installation for 12 months after commissioning under the charge of the Railway's personnel, as per clause 29 of Special Conditions of Contract.
- d) For maintenance rendered by the contractor beyond warranty period, payment will be made after full satisfaction of Railway Administration on Pro-forma invoice duly certified by Railway Engineer, as per applicable AMC clause (if any).

26 DOCUMENTATIONS:

The contractor shall undertake to supply all necessary documents as per the schedule of work and as per applicable Railway's requirement.

27 TRAINING:

27.1 The contractor shall provide adequate training to Railway personnel in

planning, design, installation, operation and maintenance of the equipment and system supplied under the contract.

27.2 The contractor shall at every stage of testing and commissioning provide all facilities for adequate training to Railway personnel who may be deputed to work on the project.

27.3 Installation, testing and commissioning: The installation will be done by the contractor in the Railway premises. Testing and commissioning of S&T systems will be done by the Contractor and OEM engineers jointly with Railway Engineer at site. The Contractor shall depute competent Engineer / qualified staff for the same. The Contractor shall submit a detailed installation and commissioning Test Schedule for Railway's approval and full record of tests conducted shall be maintained by the Contractor and handed over to the Railway along with the installation.

27.7 Work not to be done by the Contractor:

Arrangement for suitable space / room for installation of the equipments, power supply, etc. for installation.

Only single-phase 230V AC mains supply (Un stabilized) and IPS/SMPS system with LMLA/VRLA batteries shall be provided by Railway for powering the S&T equipment and installation.

27.8 Work to be done by the Railways:

- i) Making available railway personnel for inspection and joint testing, installation & commissioning.

27.9 The tenderer shall undertake study / survey of signalling systems / practices used in North Central Railway and make his own arrangement of the work involved in integration of the indoor equipment with outdoor equipment so as to make the entire system successful / functional. Any equipment / design / component needed will be supplied by the contractor without any extra cost.

27.10 The contractor shall undertake to train Railway personnel nominated by Railway in different aspects of equipment design, functioning, field installation, testing, commissioning, operation, maintenance and repair, covering both hardware and software as relevant. 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 and repair of all equipment. The course should, apart from formal classroom training, include hands on practical experience and visits to working installation of the S&T System offered in present Tender Case.

27.11 The contractor shall make all necessary arrangement lodging/boarding/transportation for the same as mentioned in the items related to training covered in the tender schedule. The place of training shall be at the manufacturer's premises or its authorized/certified training institute in India or abroad, as applicable.

28 SYSTEM REQUIREMENT

The time schedule for the entire work is of utmost importance. The entire work is required to be fully commissioned within period mentioned in tender document from date of issue of Letter of Acceptance (LOA).

NOTE:

However, the contractor shall submit the detailed PERT chart / time-plan of activities/work to achieve.

- 100 % progress shall be achieved after the warranty period is over with satisfactory maintenance of the installation.
- Details of phased manufacturing programme indicating indigenous content at each stage may be submitted along with the tender.

The contractor shall depute adequate no. of competent Engineers / qualified staff to install test and commission the equipment at site. The entire work including supply should be commissioned within 08 months of the issue of the letter of Acceptance.

29 MAINTENANCE PERIOD:

- (i) After the equipment has been installed and commissioned, the contractor shall be responsible for proper maintenance & supervision of the equipment for a period of 12months from the date of commissioning. For this purpose, he shall prepare a maintenance plan and make available maintenance Engineer who will guide and supervise the work of Railways maintenance staff. During this period of maintenance supervision if any lacuna is noticed in the functioning as a result of any defect in design or manufacture, the same will be rectified by the contractor at his cost. During such rectification if any faulty equipment / modules need replacement or repair, they shall be provided by the contractor at his cost. The contractor shall bring to the site of installation a set of equipment or modules in addition to all the materials to be supplied against this contract as spares during commissioning to circumvent any delay in commissioning on this account.
- (ii) A skilled engineer (degree holder) preferably of OEM shall be deployed for supervision and maintenance for 12 months after commissioning (if applicable in case of high-tech items like EI, Axle Counter, IPS etc.) Further, one engineer and one artisan staff shall be deputed at site of installation for assisting in maintenance of other equipment's after commissioning.
- (iii) Tenderer shall submit detailed calculations, whenever asked in regard to the following:
 - a) Availability of system in terms of percentage.
 - b) Probability of wrong side failure.
 - c) Safety calculations.

30.0 WARRANTY

- 30.1 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.

- 30.2 This warranty shall start from the date of acceptance of commissioning by railways of individual station/Relay hut/Telecomm hut/LC gate/any S&T sub system, and shall expire 1 year (12 months) after there of. The Contractor shall be responsible for the proper functioning of the system during the period of warranty.
- 30.3 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.
- 30.4 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.
- 30.5 All inspections, replacements or renewals carried out by the Contractor during the warranty period shall be subjected to the same conditions of the contract.
- 30.6 All replacement and repairs 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.
- 30.7 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.
- 30.8 Due to analysis of failures, if any design deficiency is pointed out by the Railway, the contractor shall rectify it promptly at his own cost.

31. INSPECTION AND TEST

- 31.1 Inspection and test shall be carried out at the place of production, destination and at site of installation by the Railways authorized representative (RDSO/RITES/Consignee) (Inspecting officer) to ensure that all the requirement of tender specifications are complied during manufacture, supplying, installation and commissioning in accordance with Technical Specifications and General Condition of Contract. The Inspecting Officers shall be nominated by the North Central Railway.

31.2 FACILITIES FOR TEST AND EXAMINATION:

The contractor shall, at his own cost make available to the inspecting officer all reasonable facilities as may be necessary for satisfying himself, that the materials have been manufactured in accordance with the Specification and conditions laid down. The Inspecting officer shall have full and free access

at any time during the execution of the contract to the Contractor's workshop for the purchase aforesaid, and he may require the Contractor to make arrangements for inspection of the materials or any part thereof or any material at their premises.

31.3 COST OF TEST:

The Contractor shall provide, at his cost, all materials, tools, labour and assistance of every kind, which the Inspecting officer may demand for any test, and examination, which he shall require to be made on the Contractor's premises. If the Contractor fails to meet with the conditions aforesaid, the inspecting officer shall, in his sole judgment, be entitled to remove the test and examination all or any of the stores manufactured by the Contractor to any premises other than his Contractor's) and in all such cases the Contractor shall bear the cost of transport and/or carrying out such test elsewhere. A certificate in writing from the Inspecting officer, which the Contractor has failed to provide the facilities and the means for test examination, shall be final. If the Contractor has been permitted to employ the services of a sub- contractor, he shall in his contract with the sub-contractor, reserve to the Inspecting officer a similar right.

31.4 Inspection Charges:
As per para 9.2 above.

31.5 Delivery of Materials for Test:

The Contractor shall also provide and deliver for test, at his cost, at such place other than his premises as the Railway may specify. The premises for testing other than manufacturer's premises shall be mutually decided by Railway and the Contractor.

31.6 Acceptance Test Procedure

The contractor shall submit detailed Test Procedure for each equipment, sub-system and system as a whole to the Railway. The Railway shall discuss with the contractor and modify the same as may be required to ensure that the requirements of Tender Specifications are complied. The finalized Acceptance Test Procedure / Schedule shall, only be a broad guideline and Railway shall be free to carry out any other test/(s) that may be considered essential. The Test Procedure shall give details of all equipment, test and measuring instruments required to perform the test.

31.7 The Inspecting officer shall have the right to put all the stores of materials forming part of the same or any part there to such tests as he may think fit and proper. The contractor shall not be titled to object on any ground whatsoever to the method of testing adopted by the Inspecting officer.

31.8 The contractor shall provide the facilities of inspection and testing at the final stage of production, assembly and testing in the manufacturer's premises in India/ Abroad.

32 RELIABILITY/AVAILABILITY/MAINTAINABILITY:

Hitech equipments like Electronic Interlocking/Axle Counter/Audio Frequency Track circuit etc. are being installed over high-density high-speed routes and high reliability/availability/maintainability is of paramount importance. System

failure report and MTBF will be submitted to RDSO every month in initial 06 months after commissioning.

33 RESPONSIBILITY OF THE CONTRACTOR FOR EXECUTING THE CONTRACT.

33.1 Risks in the Stores:

The contractor shall perform the contract in all respect in accordance with the terms and conditions thereof. The materials and every constituent part thereof, whether in the possession or control of the Contractor, his agents or servants or a carrier or in the joint possession of the contractor, his agents or servants and the Purchaser, shall remain in every respect at the risk of the contractor, until their actual delivery to the **SSE/Tele/C/MTJ** at the stipulated place or destination or location as provided in the Contract Agreement.

The contractor shall be responsible for all losses, destruction, damage or deterioration of the stores/ materials from any cause whatsoever while the materials after approval by the inspecting officer are awaiting dispatch or delivery or are in the course of transit from the Contractor to the Consignee.

The contractor shall alone be entitled and responsible to make claims against transporting carrier in respect of non-delivery, short delivery, miss-delivery, loss, destruction, damage or deterioration of the goods entrusted to such carrier by the contractor for transmission to the Consignee.

34. PACKING AND FORWARDING

- 34.1 The contractor shall pack at his own cost the stores sufficiently and properly for transit by rail/road, air and/or sea as provided in the contract to ensure their being free from loss or damage on arrival at their destination.
- 34.2 All containers (including packing cases, boxes, tins, drums and wrappings) in which the stores are supplied by the contractor shall be considered as non-returnable and their cost as deemed to have been included in the contract price.
- 34.3 Each bale or package delivered under the contract shall be marked by the Contractor at his own expense. Such marking shall be distinct (all previous irrelevant marking being carefully obliterated) and shall clearly indicate the description and quantity of the stores, the name and address of the **SSE/Tele/C/MTJ**, the gross weight of the package and the name of the contractor with a distinctive number of mark sufficient for the purpose of identification. All markings shall be carried out with such material as may be found satisfactory by the inspecting officer as regard quickness of drying, fastness and indelibility
- 34.4 Materials & Equipment meant for each station/location shall be packed in separate boxes and marked with the name of station **SSE/Tele/C/MTJ** and railway.
- 34.5 The inspecting officer may reject the stores if the stores are not packed and/or marked as previously mentioned and in case where the packing materials are separately prescribed, if such materials are not in accordance with the terms of the contract. Such rejection of the stores by the Inspecting Officer shall be binding on the Contractor.

- 34.6 Each bale or package shall contain note specifying the name and address of the Contractor the number and date of the acceptance of tender and the designation of the Controlling officer.

35. SUPPLY AND CUSTODY OF MATERIAL

- 35.1 All materials shall be supplied by the contractor at the stores **SSE/Tele/C/MTJ** The transportation of all material from the **SSE/Tele/C/MTJ** stores to site (station) for installation and commissioning shall also be the responsibility of the contractor at his own cost.
- 35.2 The contractor shall be entirely responsible and shall bear all expenses towards loading, transport, handling and unloading for all materials equipment, machines, tools and plants etc. from the source of supply to the store of **SSE/Tele/C/MTJ**. The responsibility for damage to any equipment during transportation and till it is taken over by Railways shall be that of the contractor. The correct functioning of the equipment for installation shall, however, is governed by the warranty clause of the contract.

36. 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 and up to the maintenance period/warranty period (whichever is later). 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.

37 SPARES

37.1 The following materials will be considered as essential spares:

All Units, which may include, circuit packs / boards, modules, terminals, power supply, ancillary equipment, interconnecting couplers / connectors/ cables of each type, Relays etc. which may be lowest level of field replaceable module / assembly/device - 10% of the quantities used in the equipment subject to a minimum of one.

For any other essential spare / module / assembly / device needed, but not included by the contractor, the supply of the same will made by the contractor, at his own cost to the Railway.

- 37.2 The contractor shall include in his tender the details of essential spares, their quantity and unit prices as per Schedule of works. Detailed explanation to confirm that quantity of spares quoted as per requirement of this clause shall be furnished. The total cost of essential spares based on the unit prices quoted by the contractor shall be included in the tender evaluation.

38.- Nil

39. LONG TERM AVAILABILITY OF SPARES AND SYSTEM SUPPORT

- 39.1 The tenderer shall give an undertaking to supply on payment all maintenance spares and tools required for the equipment for a minimum period of 10 years. He shall also undertake to supply additional equipment required for replacement or expansion of the network that may become necessary due to additional traffic requirements. The pricing formula adopted in evaluating the

cost of such maintenance spares and additional supply that may be ordered in future shall be provided by mutual discussions and written order.

- 39.2 **At least one-year notice shall be given to the Railways before any equipment or components are discontinued or phased out from the manufacturing plans.** This will enable the Railways to assess the lifetime requirement of spares needed and order in sufficient quantity prior to stoppage of the manufacture.

- 39.3 That the successful tenderer shall further guarantee that in case if he goes out of production of spare parts, he shall supply the full manufacturing drawings/details along with the specifications of the materials at no cost to the Railway, if and when required for the equipment to be fabricated or procured from other sources by the Railway.

40. QUALITY ASSURANCE & SOFTWARE VALIDATION

- 40.1 Quality assurance control, inspection plan including in-house quality assurance, procedure and documentation should be ensured. During the manufacturing process, proper record should be maintained for the inspection and tests carried out according to this plan.
- 40.2 All the details of test, certification and validation done to ensure full safety of the system for use at stations for operation of passenger train services, as per the Technical Specification, should be ensured by OEM.

41. COMMISSIONING AND FINAL ACCEPTANCE TEST

- 41.1 Railway shall carry out all tests as per the Technical Specifications and the Acceptance Test Schedule as furnished by the contractor and approved after consultation by the Railway. The test schedule furnished by the contractor will be modified by mutual discussions between the contractor and the Railway before finalization. Any component, modules, sub-assemblies or equipment failing during the commissioning test shall be replaced / repaired free of cost by the contractor.
- 41.2 All tests and measuring instruments and other arrangements required for final Test shall be provided by the contractor at his cost.
- 41.3 The completion certificate in accordance with General Conditions of Contract, Technical Specifications and Special Condition of Contract shall only be issued by the Railway Engineer after the installation is satisfactorily commissioned.

42. PAYMENT TERMS: The payment to the contractor would be made through EFT/ECS/LC.

- 42.1 Payment to contractor will be made through EFT/ECS. All bills shall be submitted to the **Railways**. The Contractor will be entitled to be paid from time to time by way of 'on account payment' for supply of goods and 'progress payment' for works as in the opinion of the Engineer he has executed in terms of Contract.

42.2 ONACCOUNT PAYMENT:

"On Account Payment" will be made for supply and receipt of material in good condition at the Stores of nominated consignee SSE and installation of equipment and material at site, as indicated in the schedule of work.

42.3 PAYMENT TERMS:

Subject to any deduction or recovery which the Railway may be entitled to make under the contract, 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 Engineer, has been executed by him in terms of contract.

"ON ACCOUNT" payment shall be made separately for each item/sub item of work given in the Schedule of work. The bill shall be submitted by the contractor for each item of work which has been executed by him.

The on-account payment are to be made as per the measurements recorded in the Measurement book as under: -

42.3.1 Payment for purely Supply items:

(I) 85% payment at the accepted rate for the quantity inspected, passed and supplied shall be made on submission of following documents:

- (a) On receipt of materials at Consignees depot.
- (b) Original Inspection certificate issued by Inspecting Officer that the materials are in accordance with the specification of the contract.
- (c) Manufacturer's test certificate that the materials are in accordance with the specification of the contract.
- (d) Invoice with detailed packing List in duplicate.
- (e) A certificate that the materials supplied are as per the contract and the amount claimed in the invoice is correct as per terms of the contract.

NOTE: Balance 15% payment against supply of material shall be paid after issue of Operational Acceptance Certificate of the full scope of work/short closure of the work, as per the contract agreement.

42.3.2 Payment for purely Installation/testing/commissioning items:

I) 90% payment at the accepted rate for the quantity shall be made after completion of installation and testing duly verified by authorised engineer of Railway for individual item.

II) 10% payment at the accepted rate for the quantity shall be paid on successful commissioning and issue of Operation Acceptance Certificate after testing and commissioning of the S&T system and rectification of deficiencies, if any, duly certified by authorized engineer of Railways.

42.3.3 For drawing & design items following payments will be done: -

- a) 50% on approval
- b) 20% after availability of site copies and commissioning
- c) 20% after submission of final/as made documents
- d) 5 % after issue of Operational Acceptance Certificate
- e) **NOTE: Suitable penalty, as per the relevant GCC clauses, shall be imposed if in case of installation of new EI or modification of existing EI, unacceptably large no. of logic errors are encountered during FAT/SAT/commissioning. The decision of the Railway executive in this regard shall be deemed final.**

42.3.4 Payment for Composite items involving both supply and installation:

On certification by the authorized engineer of Railways the contractor against such items shall be paid as under:

- i) 80% cost of such schedule item will be paid to the contractor on production of documents as per clause 42.3.1 (I) (as applicable for purely supply items).
- ii) 15% cost of items against 42.3.4 above shall be paid after successful erection/installation of the materials/equipments duly certified by the authorized engineer of Railways.
- iii) 05% cost of supplied & installed items against 42.3.4 above, shall be paid after issue of Operation Acceptance Certificate after testing and commissioning of the S&T system and rectification of deficiencies, if any, duly certified by authorized engineer of Railways.
- iv) Note: In case the items as per para 42.3.4 above are not installed due to any reason whatsoever, only 80% payment shall be released.

42.4 No additional charges will be paid to the contractor for transporting, to and from stores depot of Railway to the site of work including Railway material, if any.

42.5 Necessary RDSO, IRS/TEC/DOT specification/drawing, if any required shall be obtained by the tenderer at his own cost.

43 FINAL PAYMENT:

On the basis of operational acceptance certificate issued by the Engineer for all the works covered in this contract for all the stations as per schedule of works, the final bill for the balance payment shall be submitted by the contractor along with “**NO CLAIM CERTIFICATE**”. The operational acceptance certificate shall be issued by Engineer only when: -

- I. He has accepted the work wholly.
- II. All the released materials are handed over by the contractor correctly and stacked as indicated.
- III. Material reconciliation done and all the unused Railway materials returned to Railway Stores in good condition.

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

44. ADDITIONAL INFORMATION WITH REFERENCE TO TECHNICAL SPECIFICATIONS

44.1 **DC-DC Converter:** DC-DC converters shall be provided in N+1 configuration.

44.2 **EARTHING SCHEME:** All the earthing installations (Maintenance free or non-maintenance free) shall be as per latest RDSO guidelines.

45. WORK TO BE DONE BY RAILWAY

- i. **Supply of materials like Cables, IPS, Battery back up, LEDs of various types, which is not in the scope of contractor's work.**
- ii. **Supervision of work.**
- iii. **Make adequate space available for installation of equipment.**

46. COMPLETION PERIOD:

Time is the essence of the contract. The entire work under the tender shall be completed within 09 **months** from the date of issue of acceptance letter. Item/location wise priority for the work to be executed by the contractor may be finalized in consultation with the Railway Engineer- in-charge or his representative. The respective milestones for achieving various targets shall be maintained by the contractor.

47. COMMUNICATION: -

The supervisor of contractor nominated for the work shall report to the railway representative on daily basis for the progress of the work. Necessary communication equipment.(Good Quality Smartphone equipped with a SIM from reliable service provider preferably Jio/AirTel etc.) for this purpose shall be provided by the contractor at his own cost. The contractor should also provide an official e-mail id, Fax no. etc. on which official correspondence can be exchanged with Railways.

48. RAILWAY OFFICES AND ADDRESS: -

The list of addresses to which correspondence and document relating to the contract should be sent are as under: -

- (i) **FOR ALL POLICY CONTRACTUAL AND COMMERCIAL MATTERS: -**
 - (a) **Prior to award of the contract: -Dy. CSTE/C/AGC**
 - (b) **After the award of the contract: Dy. CSTE/C/AGC**
- (ii) **For matters relating to approval of design of the system: Dy. CSTE/C/AGC**
- (i) **Matter relating to progress of field work: Dy. CSTE/C/AGC**
- (ii) **Matter relating to bill: Dy. CSTE/C/AGC**
- (iii) **For receipt and issue of material: Sr. Sec.Engineer/Stores (Consignee incharge).**

EXECUTION OF WORKS

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

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

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

50. Operational Acceptance Certificate: -

The Operation Acceptance Certificate for works executed, after opening of traffic, as per scope of works given in Schedule of rate and tender document, may be issued if that part of the Works is taken in possession or used by the Railway in accordance with provisions of the Contract prior to completion of whole works. If for any work, commissioning is done in Phase manner, then certificate issued after completion of last phase will be considered as Operation Acceptance Certificate for that work and Warranty Period shall start after the last Phase of completion date. When such certificate is issued, such part of Works shall be considered as completed and warranty Period for such part shall commence from the date of Completion mentioned in such Certificate, provided that issue of such a certificate shall not be deemed to certify completion of any work or part thereof which requires repair/replacement.

51. INSURANCE:

51.1 The Contractor shall take out and keep in force a policy or policies of insurance against all liabilities of the Contractor or the Purchaser at common law or under any statute in respect of accidents to persons who shall be employed by the contractor in or about the site for the purpose of carrying out the works on the site. The Contractor shall also take out and keep in force a policy or policies of Insurance against all recognized risks to their offices and depots. Such insurance shall in all respects be to the approval of the Purchaser and if he so requires in his name and from Insurance companies recognized/approved by IRDA.

51.2 INSURANCE OF MATERIALS & INSTALLATIONS:

The Contractor shall take out and keep in force a policy or policies of Insurance for all materials including Railway supply materials equipment irrespective of whether used up in the portion of work already done or kept for the use in the balance portion of the work until such works are provisionally handed over to the Railways. For this purpose, the works are

deemed to have been provisionally handed over when Operational Acceptance Certificate is issued for the Sub-section as per para 50 of SCC.

- 51.3 The Contractor shall not be liable for losses/damages to the materials either used up in the portion of work done or his material kept for use at site, in consequence of mutiny, or other similar causes over which the Contractor has no control and which cannot be insured. Such losses or damages shall be the liability of the Purchaser and if required by the Purchaser, be made good by the contractor, at the cost of the Purchaser.
- 51.4 The Contractor should, however, ensure the stores brought to site, against risks in consequence of war and invasion, as required under the Emergency Risk (Goods) Insurance Act in force from time to time.
- 51.5 It may be noted that the beneficiary of the insurance policy should be Railways or the policies should be pledged in favour of Railway. The contractor shall keep the policy/policies current till the installations are provisionally handed over to the Purchaser. It may also be noted that in the event of contractor's failure to keep the policy current and alive, renewal of the policy will be done by the purchaser for which the cost of the premium plus 20% of premium shall be recovered from the contractor.
- 51.6 For purpose of enabling the contractor to take the insurance cover in connection with this contract, the purchaser's engineer will advise the approximate price of all the Railway supply materials to the contractor.
- 51.7 The Contractor shall take out all Insurance covers in connection with this contract with Insurance Companies recognized/approved by IRDA.
- 52.0 Force Majeure :** 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.

LIST OF SOURCES FOR SPECIFICATIONS/DRAWINGS

1. IRS Drawings and Specification - Director General, R.D.S.O., Lucknow
 2. TEC Drawings & specifications - Telecommunications Engineering Centre, Kurshid Lal Bhawan, Janpath, New Delhi - 110 001.
 3. Standard Specifications (BSS & ISS, etc.) - Indian Standard Institution, 9, Mathura Road, New Delhi.
 4. Railway Publications such as Railway Rules, Codes and Practices, etc. - Government of India, Ministry of Railways, Rail Bhawan, New-Delhi.
 5. North Central Railway Drawings –Office of PCSTE/NC Rly. /PRYJ
 6. Central Government Laws and Acts - Government of India, Ministry of Information, Publications Division, Tilak Road, New-Delhi.
 7. Manual of Instructions for Installation of S&T Equipment 25 KV 50 C/S single phase Electrified section - Director General, R.D.S.O. Lucknow.
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NOTE

1. All the equipments to be supplied should be of standard make.
2. All the materials will be inspected by consignee before installation.
3. Work is to be executed with contractor's own tools and plants.
4. Any other sundry item required for commissioning has to be supplied by the contractor.

TECHNICAL SPECIFICATIONS

NOTE: Technical Specifications have been detailed below. Railway executive, depending on the type/nature of work shall include them in the tender document

A. GENERAL

The work shall be carried out according to the drawings approved by the Railways/RDSO and shall conform to the provisions of the "Telecom Manual" and "Schedule of Dimensions" as modified from time to time unless deviation, if any, are specifically approved by the Engineer. The contractor shall be solely responsible for proper execution of the work as per the said drawings and specifications.

- a. The position of foundations of apparatus cases, junction boxes, cable termination boxes etc. as required, will be indicated and jointly signed between Railways and Contractor, conforming to the cable plan and other plan by the engineer's representative at site before commencement of the work at the station/section.
- b. The excavation of pits for various types of foundations shall be done as per approved drawings 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. In case a drawing is not available, Railways shall provide a written approval for carrying out the work as per instructions of supervisor incharge.
- c. Cable openings in apparatus cases, junction boxes, location huts and in relay rooms should be covered by sand. Top should be plastered with cement for apparatus cases and junction boxes all with contractor's material.
- d. Cables should be properly terminated in the terminal boards/ racks. Cables terminated inside apparatus cases, junction boxes and in relay room should be fixed by the clamp or by any other method indicated by Engineer- in -charge. Name of the circuits carried by different cores shall be displayed by the side of every termination by painting or any other means approved by Engineer- in-charge.
- e. Wires shall be terminated properly on terminals.
- f. Wires should be done in a neat manner and wires neatly bunched and tied unless they are drawn on troughs or cable ladders.
- g. No joints are permitted in the connecting wires.
- h. Provision of insulation, wherever required, should follow standard approved Railway practice for the purpose.
- i. No work on a **working installation**, e.g.MUX, STM etc. should be undertaken without permission and presence of authorized representative of Engineer- in-charge.
- j. All materials and equipment to be supplied and used in execution of the work should be to IRS/RDSO/TEC specifications with latest amendments or specification wherever applicable. The other details are given in Para 9 of Special conditions of contract. In case the drawing or specifications of a material gets changed or amendment is issued subsequent to the tender opening, the latest amendments or specification for that material shall apply.

- k. The fixing of control panel, cable termination and relay racks at the respective places shall have to be done. Wiring of relay racks and control panels shall be carried out as per circuit diagram approved by the Railways. Interconnection arrangements between the racks and control panels are to be made as required.
- l. The equipment are to be wired in Relay Room, Control panel, power supply arrangement, apparatus case, Cable Termination box, battery Box and in other locations.
- m. Rodding require to cross the platform shall be taken in suitable ducts having removable RCC slab covers.
- n. All drawings shall be read with latest alterations.
- o. The contractor's Engineer shall sign all the test reports.
- p. Operating manuals supplied with equipment by the manufacturers shall be handed over by the contractor to Engineer- in-charge.
- q. Potential free contacts on Tag blocks / Terminals to be provided on CT racks/tag blocks as per instruction of the Engineer- in – charge, for wiring of Data-loggers.
- r. Contractor shall use good quality resin core solder of 60/40 grade (Tin/Lead ratio), as required of the approved make (Philco/Khosla or similar) and as directed by Engineer-In charge.
- s. Site order register, Technical register and Site work Registers etc. shall be provided by contractor for keeping various records of the work being executed by contractor, the instructions given to him vis-à-vis complied and the decision taken/deficiencies pointed out during inspections by various officials.
- t. Safety is the responsibility of the Contractor and his staff / employees/ workmen engaged/ deployed for execution of work under the Contract, individually and collectively. For this purpose, the Contractor staff means and includes all his associates and sub-contractors / vendors/ sub-vendors and their staff/ employees/ workmen deployed for execution of the work covered under the contract. The Contractor shall ensure that his workmen participate in the safety awareness, health care and safety training programmes whenever such programmes are organised by the employer or the Contractor. The Contractor shall take suitable measures like use of Flags/Banner etc. while working in the vicinity of Railway track and use all possible means to ensure the smooth movement of train and various instructions issued by Ministry of Railway time to time in this regard shall be followed by the Contractor.

1. FOUNDATIONS FOR LOCATION BOXES/APPARATUS CASES.

- a. Threads of anchor bolts shall not be embedded in concrete foundation and shall be so positioned that two nuts and one washer 5mm thick can be inserted over the Location box/signal base.
- b. Contractor shall fix up location of each foundation for signal and location boxes / apparatus cases, as per demarcation given by Engineer's representative at site.
- c. The approved drawing for Signal foundation shall be as per NCR drg.No. TYP/013/14/SIG FOUND. dtd 12.11.2014 (total 2 sheets of drawing) issued vide NCR Letter no. S&T/NCR/DRG/TYP dated 13.11.2014. The approved drawing for Position light Shunt signal shall be as per Drg.No.NR/S&T/Const/2.2/97.
- d. Foundations shall be rigid, level and parallel to track.

- e. Dimensions, elevation and distance of foundations from track shall be in accordance with the "Schedule of dimensions" for Indian Railways published by Govt. of India and approved drawings provided by Railways.
- f. Concrete foundations shall be allowed to set before mounting signal base etc. Foundation surfaces shall be neatly plastered.
- g. Foundations shall be cast in the presence of Railway's representative and shall be inspected by Signal Inspector-in-charge of the works before refilling of earth around them is done.
- h. The Engineer and contractor shall jointly decide when deviation from specified drawings is necessitated by site conditions.
- i. Care shall be taken to mark the site for location foundation in such a way that the apparatus case/location box does not infringe with the schedule of dimensions even when its door is open. To ensure this generally the locations shall be erected perpendicular to track, so that door in fully open condition is parallel to track. The apparatus case shall generally be on the same side of the track as the cable run and shall be placed just ahead of the signal it serves so that aspects of the signal are seen while testing the location equipment.
- j. One channel shall be made inside the concrete foundation for leading in cables to the Signal unit inside the signal post. The pipe etc. required for this shall be supplied by contractor.

2. Excavation of Cable trench and laying of all types of Signalling, Telecommunication and Power Cable.

- a. Excavation of cable trench of the size as per schedule and as directed by Engineer In-charge shall be done and non-compliance will be treated as work being incomplete.
- b. The trench shall be dug as per approved cable route plan in straight line (as far as possible), circuitous and zigzag route shall not be followed and such trench is liable to be rejected.
- c. In case water comes out in the trench during digging or cable laying or otherwise, it shall be evacuated by contractor using exhaust pumps to throw water outside the trench, so that work is not effected on this account. All machinery for doing this shall be arranged by contractor at his/her cost.
- d. Cable shall be laid as per approved cable plan.
- e. Surface of the road, buildings and platforms shall be restored to original condition after road crossing.
- f. The DWC /GI pipes laid/fitted exposed shall be perforated suitably and bitumen poured over it to avoid theft. The DWC/GI pipe should be fixed on the culverts/ bridges through M.S. Iron clamps .
- g. In case of concrete girder Bridges where the use of MS Clamps is not feasible, the pipe is to be run on the bridge with concrete grouting at suitable intervals.
- h. DWC /GI pipes on bridges shall be laid/fitted with suitable clamps all material for this supplied by contractor and cable trench shall also be dug at normal ground level for laying the pipes on slopes in approaches of bridges. It shall be further protected by bitumen/concrete. The laying and fixing to be done as per RDSO drawings no. SDO/cable laying/011 and SDO/cable laying/012, issued vide RDSO document no. RDSO/SI/G/2010 Version 1.1 dated 04.02.2014, or latest.

- i. DWC /GI pipes shall be joined with couplers socket or T and GI pipes with coupler sockets as required.
- j. All cable entry points at station building, Relay room, battery cum generator room, location huts, apparatus cases, junction boxes etc. must be closed by the contractor with suitable masonry works with all contractor's material and the pit must be covered with sand, closed with concrete slabs and plastered to avoid entry of snakes/rats/water.
- k. Labels shall be provided on each cable of coloured plastic adhesive tapes or any other identifiable marker material to give the cable number at each termination point all with contractor's complete material.
- n. All U/G Signalling/Telecom cables are to be meggered as per Manual once before laying and again before terminations. Both the cable meggering report are to be prepared 3 in copies separately for each cable laid. If the insulation of the cable is found below permissible limit, observed after refilling the cable trench and also during the transportation of the U/G cable, the said cable has to be replaced or repaired by the contractor at his own cost.
- o. The trenching work shall not be started unless approved cable route plan is available. However, under the exigencies of the local conditions or for any other considerations, 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 in chalk or lime at site. The trench shall be dug and cable laid only along this route.
- p. The contractor or his/her representative shall be present at the time of marking the route of the cable and 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.
- q. Cable laying shall be done only after the depth and quality of the cable trenches, chases, quantity of bricks, laying of pipes and arrangement for tamped filling etc. are inspected and approved by the Engineer's representative and jointly signed the record.
- r. Cable drum shall be mounted on jacks and cable taken out by turning the drum. **In no case cable shall be pulled out.** Cable so unwound shall be laid out by carrying on labourer's shoulder. Sufficient number of persons shall be deployed for this purpose.
- s. The unnecessary cutting of cable from full cable drum shall be avoided. To ensure this for laying cables of length shorter than full cable drum length, loose pieces or cable from residual drums shall be laid.
- t. Trenching of track crossing and laying of cable across the track should be done only in the presence of the Engineer's representative after taking all precautions.
- u. The pipe shall be laid under track or road for crossing shall protrude equally on both sides and a GI wire/rope shall be put inside for pulling the cables inside to facilitate cable laying.
- v. Cable shall not be normally taken over the running track at the time of cable laying by the contractor, as this is likely to cause accident to train and damage of cable. If at any time, the cable has to be taken across the track, it shall be done only in the presence of Engineer's representative and after due safety precautions have been taken.
- w. Power cable carrying 230V AC should be laid in a separate trench.

- x. When the power cable is laid for carrying 230V AC for block section gate, it should be first terminated at location hut of the station from where the power is drawn and then finally at the LC gate equipment room. Cable should be joined through L.T. power cable jointing kit.
- y. If the terrain is in tunnels and normal dimension of trench cannot be ensured, in such cases a chase to be cut as per instruction of Engineer-in-charge of the work. Sharp edges on the sides must be smoothened out and bottom of the chase should be levelled.

3. INSTALLATION OF APPARATUS CASES & JUNCTION BOXES/ CABLE TERMINATION BOXES

- a. Sealing of cable entry inside the location box / apparatus cases has to be ensured by filling with sand.
- b. The wiring of all terminal boards in the apparatus cases, junction boxes and relay room with terminals and fuses shall be done as per approved termination diagrams given in location plans and circuit diagrams.
- c. The terminal boards will be of Hylam Sheet, as per the size given in the schedule. However it may be cut to required size to suit the particular location, as per the instructions of Engineer In-charge at site. After fixing the terminals and fuses etc. holes to be drilled by the side of terminals for wiring from the backside. Outdoor cables shall be generally kept tied and dressed at the backside of the terminal board, supported on suitable string rod, which shall be supplied by contractor.
- d. Junction box shall be fixed on suitable angle iron as per instruction of Engineer-in-charge of the work. Angle iron is to be supplied by the contractor.
- e. The apparatus cases, junction boxes, and cable termination boxes shall be vertical and plumb.
- f. Locations boxes/Apparatus cases should be installed after applying bitumen at the bottom surface and also pouring over bolts to avoid corrosion.
- g. Foundation surfaces shall be neatly plastered for the broken portion after erection of location boxes / apparatus cases.

4. TERMINATION OF CABLES

- a. Both end of every core of underground cable (used or spare) shall be terminated in the respective terminal boards provided in SM's room, Relay room, Battery cum Generator room, Location huts, Apparatus cases, Junction boxes, Boot legs and also at the functions as per approved termination diagrams and circuit diagrams.
- b. Self-locking type identification tags/ferrules/tape with letters and numbers for cables shall be supplied and provided by contractor in connection with cable termination activity work.
- c. Each core of every cable, terminated as above shall be provided with identification tags/ferrules/tapes with letters and numbers embossed/ printed on them to indicate name of the circuit, which the particular core carries.
- d. Each core of every cable shall be further provided with identification mark by painting the name of the circuit against each core on the respective terminal board including indication for spare cores.
- e. Power cable carrying 230V AC, if required to be terminated In location huts, should be on a separate termination board other than the Relay-cum-cable termination rack, in Apparatus cases on the back side of the Termination Board

and in junction boxes on separate junction boxes which has no termination of signaling/Telecom cable or 110V power cable.

- f. If any junction box is having termination of Power Cable carrying 230 V AC, the junction box should be provided with 440V AC Danger mark.

5. SUPPLY AND INSTALLATION OF RELAY RACKS, FUSES AND TERMINALS

- a. Relay racks shall be first powder coated with Biscuit Mat colour and thereafter shall be painted with Siemens Grey colour (Sigma) enameled paint. Stage inspection shall be got done from Engineer-in-charge after powder coating but before painting with enameled paint.
- b. Each frame shall be adequate to accommodate three relay racks.
- c. The top of the relay rack is fixed through support of an angle iron, one side of which is fixed on adjoining walls. The contractor shall do complete related masonry works and relay racks fixed on ground/walls by drilling holes, walls/floor shall not be broken. Fixing of relay rack with frame shall be done as per instruction of Engineer-in-charge of the work.
- d. Relay racks should be fitted with relay base plates. Inter rack wiring should be arranged directly from rack to rack or IDF depending up on the type of arrangement.
- e. Bunch of wires connected to relays etc. shall be kept together using cable ties.
- f. All the cables and wires in relay room, power equipment room, battery room, location huts etc. shall be run on ladder/ in PVC slotted trunking having removable covers.
- g. Bends in cables shall have a radius of not less than twenty times the diameter of the cables.
- h. Other than relay bases, all multi-strand wires shall be terminated using proper lugs and crimping tools.
- i. Not more than two wires shall be connected to one terminal/tag.
- j. At least ten percent spare cores shall be kept in the cable run from CT rack to other functions.
- k. All relays shall be provided with description names painted as indicated by Engineer-in-charge.
- l. 16/0.2mm size flexible single core indoor cable to IRS : S- 76/89 (Amndt.3) or latest shall be used for wiring Q series relays.
- m. The contractor shall make available one spare contact of every track relay, ECR and point indicator relay and other relays as required for data logger input and terminate the same on separate Terminal Blocks on CT rack/Tag blocks.
- n. Capacitors, resistors, diodes etc. shall be supplied and wired by the contractor using PCBs, which in turn shall be fixed on relay racks using suitable nuts & bolts. Alternatively these may be wired on both side laminated and fiber based hylam boards fitted on relay racks. In no case they shall be wired hanging behind relays.
- o. Relay Racks shall be mounted in the Relay Room as per the position indicated by the Engineer-in-charge, in such a way that front side of relays shall face entrance.
- p. Fuses shall be fixed on the relay racks as per instruction of Engineer-in-charge of the work.

- q. Fuses or circuit breakers shall be installed according to standard practice with prior approval of the Railway.
- r. Terminals shall be so mounted that they cannot be turned in the base of frame on which they are fixed. They shall be properly insulated from each other and other metallic parts.
- s. Terminals shall be installed in an accessible position and neatly arranged on terminal boards in housings.
- t. The relays shall be mounted on anodized bars.
- u. Wiring diagram shall be planned in such a way to comply the existing policy of paralleling of spare contacts with used contacts of vital relays or in case of relays whose contacts are used in vital circuits. The contractor shall get the contact analysis chart and wiring diagram approved by competent authority prior to commencement of wiring at site.

6. INDOOR WIRING

The scope of the work also includes installation of indoor cables between block Instrument, SM's diagram board & relay room as instructed by Engineer-in-charge of the work. It includes related masonry work. Wiring of Potential free contacts of relays to tag blocks, required in connection with data-logger, should also be done through 16/0.2mm size flexible/0.6 sq. mm. single core indoor cable as per instruction of Engineer-in-charge of the work.

- a. Condensers, resistances etc. shall be suitable installed as per wiring diagram, wires to be neatly dressed with threads.
- b. The wiring shall not be done without approved wiring diagram from Railways.
- c. The description of circuits on base plates, relays, power equipment, fuses, terminals etc. shall be written with a suitable colour paints as per standard practice and diagrams.

7. CHARGING & INSTALLATION OF LEAD ACID CELLS

- a. The secondary cells shall be given initial charging as per procedure prescribed by the manufacturer (OEM) and approved by the Railway, which shall include suitable no. of charging/discharging cycles, boost/trickle, as applicable.
- b. Engineer-in-charge shall inspect acid, distilled water, solution before filling in batteries and approve the charging procedure while the batteries are on charge and discharge. The authorised representative of Engineer-in-charge will witness actual charging, as necessary.
- c. A record of time of commencement of charging, rate of charge and discharge, specific gravity, voltage etc. shall be maintained at the charging center for inspection by the Engineer-in-charge. The supervisors of the Railway and the contractor shall jointly sign this record. This will be treated as essential document for releasing payment for this item.
- d. After the charging is over, specific gravity and voltage shall be measured by Engineer-in-charge. He will also subject the batteries to VA capacity test.
- e. Charged batteries shall be interconnected by means of connectors (copper/lead) and good quality nuts & bolts supplied by the manufacturer.
- f. Acid proof corrosion resistant foam of approved type shall be applied by spraying on the terminals of charged batteries after installation.

- g. It should be ensured that the charging is carried out in a centralised location where continuous power supply is available.

8. **INSTALLATION OF EARTH ELECTRODE**

- a. The earth pit shall be made out, earth electrode installed and concrete enclosure provided as per drawing.S&T/CONST/6.4/97.
- b. The scope also includes fixing of earth electrode, laying of earth wire and earthing of equipment including Block Instruments and of cable armouring in equipment room, Relay room/Station room/Gate, Location Huts, Apparatus cases, preparation of concrete enclosure, measurement and painting of measured earth resistance value..
- c. GI wire 4 SWGsupported on MS flat size 5mm x 40mm, soft to be used for connecting earth electrode to the equipment.
- d. The earth pipes should be provided near SM's building and in both the location huts separately for Generator, Relay racks and all the block instruments.
- e. Value of earth resistance measured shall be well below 10 ohms.
- f. Measured value of earth resistance shall be painted on earth enclosure.
- g. Maintenance Free Earthing:Supply of basic material to construct unit maintenance free earth as per RDSO Specs. No RDSO/SPN/197 Ver. 1.0 or latest to achieve a resistance less than 1 ohm. It consist of following:
 - (a) Copper bonded steel electrode of 3.0 m long, 17.2 mm dia with copper bonding thickness of minimum macrons and UL listed and marked = 1 no.
 - (b) Earth enhancement material supplied in sealed bags of minimum 10 kg = 3 nos.
 - (c) Copper strip of 150x25x6 mm, to terminate earth rod = 1 no.
 - (d) Copper strip of 300x25x6 mm (MEEB) = 1 no.
 - (e) Copper strip of 150x25x6mm (SEEB) = 1 no.
 - (ii) Supply of 35 sq. mm multi strand single core PVC insulated copper cable as per IS: 694 for connecting main earth electrode to MEEB in the equipment room in duplicate.(minimum 10 meter)
 - (iii) Supply of 16 sq. mm multi strand single core PVC insulated copper cable as per IS: 694 for connecting MEEB to SEEB and SPD to MEEB (minimum 10 meter)
 - (iv) Supply of 10 sq. mm multi strand single core PVC insulated copper cable as per IS: 694 for connecting various equipments to SEEB
 - (v) Supply of copper lug sleeve for 3/16 cable

Note: The installation of this item shall be carried out by the contractor as per RDSO Specn.No.RDSO/SPN/ 197 Ver. 1.0 or latest.Typical RDSO approved drawings referred in the RDSO specification document are : (i) SDO/RDSO/E&B/001 for typical installation of Earth, (ii) SDO/RDSO/E&B/002 for typical bonding and earthing connections, (iii) SDO/RDSO/E&B/003 for typical arrangement for earth resistance measurements.

9. **INSTALLATION OF DTMF BASED PARTY LINE MAGNETO TELEPHONE**

- a. DTMF based party line magneto telephone to be installed at different places should be done as per advise of Engineer-in-charge of the work.

- b. The scope of the work includes termination of signaling cables at location huts, apparatus cases, ASM's room and LC gates, as applicable, including supply of battery box suitable to keep the battery for the same and interconnection wiring of these batteries with DTMF phone.

10. PAINTING OF S&T GEARS

- a. This includes painting of signal posts and fittings, apparatus cases, point machines, junction boxes, signal ladders, guards, rail posts etc. complete as per provisions of Signal Engg. Manual.
- b. Booms of LC gates shall also be provided with luminous reflective strips.
- c. This also includes varnishing and letter writing on terminal boxes and other details as per SEM and instructions of Engineer at site.
- d. Surfaces shall be thoroughly cleaned before painting. At least two coats of paint shall be applied besides primary coat of lead oxide.
- e. Paints and varnishes conforming to standard specification(Asian/Dulux/Berger or similar) shall be used.
- f. Signal numbers, A, P, C and G makers etc. shall be photo luminous/retro-reflective.

11. TESTING & COMMISSIONING

(i) General :

Contractor's nominated Engineer shall be available at site for all tests and during commissioning. The contractor shall carry out such tests as may be necessary to demonstrate to the satisfaction of the Railway that all types of equipment and the system installed are in accordance with the specifications and contract. The contractor shall provide pressure meter, air blower, shuttle & sponge and all instruments and apparatus as may be necessary for conducting DIT and other such tests. The contractor can take away all these items after the testing is over. The following tests shall be made on the equipment and the installation:

- a. Service test to determine that protective devices function as intended.
- b. Service test to determine that control system function as intended.
- c. Checking every contact selection electrically to determine that all circuits conform to approved circuits.
- d. Test of all electrically operated devices to determine that electrical operating characteristics are in accordance with specifications designated by the Railway.
- e. Test of insulation resistance of each complete circuit in accordance with the Railway practice. The insulation resistance shall not be less than 10 Meg ohms between the full circuit length of the conductor and ground unless a higher insulation is specified elsewhere
- f. The responsibility for fault localisation of the defective or inoperative installation during testing and restoration thereof shall be that of the contractor.
- g. Test to determine that voltage available on all apparatus is in accordance with manufacture's specification.

(iii) DUCT INTEGRITY TEST (DIT):

"To ensure proper laying of OFC, DIT should be conducted before OFC Blowing. OFC to be laid only through Blowing method except in small patches where Blowing is not

feasible duly certified by Site Engineer, Before OFC Blowing, Duct Integrity Test(DIT) needs to be ensured.”

1.0 Duct Integrity Test (DIT) is to be carried before OFC cable blowing. The Purpose of duct integrity Test is to ascertain and ensure the suitability of the duct for cable installation through jetting. It is first necessary to ensure that the duct into which cable is to be installed is continuous over the length of the duct. Some reasons for lack of continuity are:

- Missing Sections of Duct.
- Couplers not connected.
- Over lapping of Ducts.

1.1 The Air Test establishes the duct continuity. Air is introduced from one end of the duct. If air comes out from the other end of the duct, then it is established that the duct is continuous. If no air emerges, then the fault is to be identified and corrected before proceeding further. Duct overlap can lead to potentially very dangerous situation and should be corrected promptly.

1.2 Second step in the DIT Test is to establish that there is a clear passage for the cable to go through the duct. Possible reasons for lack of clear passageway are:

- Kink in the Duct.
- Blockage in the Duct.

1.3 These deficiencies are to be corrected before proceeding further. Kink in the duct maybe caused at the duct laying stage when back filling may have been done without taking care to keep boulders out of the way and out of the trench. A fallen boulder on top of a laid duct can cause the problem. The kink may also have been caused at the de-coiling stage, when this is attempted without use of a de-coiler.

1.4 The kink in the buried duct is located through the shuttle Test. A suitable shuttle is first passed through the duct. The shuttle will get stuck at the point where the duct is either kinked or blocked. Next a transmitter is passed through the duct. It gets stuck behind the shuttle. The path of the duct is then tracked with a receiver. As the receiver passes over the transmitter, the signal from the transmitter is heard loud and clear. In this way the transmitter, and just a head the shuttle, and just ahead the kink are located. The spot is marked and the trench has to be dug up again. The boulder responsible for the kink is removed. The portion of the damaged pipe is cut and replaced with good duct of equal length. Joint with laid duct is made with push-fit coupler.

1.5 Cable installation through jetting can be carried out successfully only under a pressure of 10 bar. Before cable installation is attempted it is necessary to verify that the duct can hold this pressure. This is the major purpose of the pressure Test.

1.6 Possible reasons for failure of DIT pressure test are:

- Leakage at Couplers.
- Puncture in Duct.

1.7 Coupler leakage is caused by improper installation of coupler. A puncture in the duct can result from improper handling of the duct. A sharp-edged boulder if it should come to rest on top of the buried duct can also puncture the duct. Air leakage from the leaking coupler or the punctured duct is the tale sign of the problem which can then be rectified.

1.8 Thus, in summary, the DIT Test is conducted prior to cable blowing/pulling with a view to check and if necessary rectify so it is made suitable for cable blowing/pulling. The possible duct faults that may show up during the DIT Test process are:

- Missing sections of duct.
- Couplers not connected.
- Overlapping of Ducts.
- Kink in the Duct.
- Blockage in the Duct.
- Leaking at Couplers.
- Puncture in Duct.

1.9 These faults are to be corrected before proceeding further. The DIT Test consists of the following 4 important steps:

1) Air blowing purpose is to ensure that there are no discontinuities (or missing sections) in the duct.

2) Shuttle of a diameter 80% of the duct inside diameter and of 150 mm length is passed through the duct. Purpose is to check for bends, kinks, crush and deformity in the duct.

3) Sponge of a diameter two times the duct inside diameter, and length of 100 mm is blown through the duct. Purpose of passing, the sponge through the duct is to clean the duct.

4) Pressure test is conducted at 5 bar pressure for 30 Minutes with maximum permissible drop of 0.5 bar.

1.10 Air blowing:

Air is introduced into the duct and a check is made at the end of the 2 Km section of duct. Possibilities are:

- Normal flow of air is perceived at the other end. So far, so good, proceed further with the DIT Test.
- No flow of air at the other end of the duct. Trouble is indicated, Leakage at couplers, puncture in duct, missing duct, duct overlap, blockage in the duct.

- Less than normal flow of air. Leakage at couplers, puncture in duct.

If there is no flow of air at the other end, check the pressure at the point where air is introduced into the duct. If the pressure is less than normal this would rule out blockage in the duct. It would indicate leakage from the duct or at a coupler location. Higher than normal pressure, would indicate in the duct.

The problem can be localized by opening the coupler at the 1 Km point and introducing air once again through the duct. This will help identify whether the problem exists in the first kilometer of the duct under check or in the second kilometer.

1.11 Shuttle Test:

Once the air test has been successfully concluded, a shuttle of a diameter 80% of duct inside diameter and of 150 mm length is passed through the duct. Purpose is to check for bends, kinks, crush and deformity in the duct. If the shuttle passes through successfully this confirms that the bends in the duct are gradual and there are no kinks or deformity that would hinder the progress of the cable during the installation process. The shuttle should pass through the 2 Km of duct length in a space of three minutes.

In case there is a problem and the shuttle does not emerge from the other end of the duct even after 5 to 6 minutes, then a transmitter is to be blown through the duct to identify where the shuttle is stuck. A receiver at the 1 km point will pick up the signal from the transmitter as it goes by, and in this way it will be known that the shuttle is stuck in the second kilometer of duct. If no signal is picked up then the problem would have been localized as existing in the first kilometer, shuttle, and the kink in the duct would be identified, and the duct can be suitably rectified.

Oftentimes the shuttle gets stuck due to a minor kink, and when the transmitter is blown the shuttle and transmitter both come out the same time.

1.12 Sponge Blowing:

Purpose of blowing sponge through the duct is to clean it. A sponge of a diameter twice the inside diameter of the

duct, and 100 mm in length, is blown through the duct. The time required for the sponge to pass through the 2 Km duct length is three minutes.

1.13 Pressure Test:

The pressure test is conducted at 5 bar pressure. Over a 30 minutes period the pressure loss should not exceed 0.5 bar. Once this pressure test passed, the duct is pronounced ready and fit for cable blowing/pulling.

(iii) Simulation Test: (For new installations)

The circuit shall be checked from the control panel with the help of simulation panel consisting of two position switches which shall locally operate the point indication relays, track circuit relays, slot relays etc. All the signal aspects including route shall also be displayed by the side of simulation panel with 110V lamps connected directly from cable termination rack. Every route shall be set one by one and following tests conducted.

- a. Controlling point detection relays should be dropped one by one and see that signal goes back to danger every time.
- b. Controlling track relays should be dropped one by one and see that signal goes back to danger every time.
- c. Operation of points should be checked with controlling track circuits occupied one by one and see that point operation does not start.
- d. Back locking should be checked by dropping concerned track relays one by one to see that it is not possible to release the route.
- e. Automatic route release with sequential occupation and release of track circuits as per approved circuit diagram should be checked.
- f. One slot one train should be checked.
- g. LSS control should be checked with & without line clear.
- h. Block release circuit should be checked with sequential occupation and release of track circuits as per circuit diagram.
- i. All time delay circuits e.g. emergency route release, overlap release, calling-on clearance etc. should be tested.
- j. When any one signal is OFF, it should not be possible to set route for or clear any conflicting signal.
- k. All the alarms and counters shall be tested for their working as per circuit diagram.

(vi) Functional test:

- a. All functional and safety aspects shall be checked from the operating panel after connecting all the field gears and disconnecting the simulation arrangements. The correct response and correspondence between field gears and indications with commands from panel should be checked.
- b. All the above tests though carried out by the contractor initially, shall also be demonstrated to the Engineer at site and he may carry out the tests to satisfy himself as per Railway Manuals, Codes, Rules & specification and shall then commission the installation.

18. DISMANTLING OF S&T GEARS

- a. A joint survey shall be conducted by representatives of Engineer-in-charge and the contractor **before** dismantling the existing S&T gears
- b. The released materials shall be neatly stacked at a location indicated by the Engineer's representative. These released materials shall be transported to signal/store consignee depot as already defined in contract agreement.
- c. The contractor at his own cost shall arrange Labour and vehicle for transportation. All released materials shall be tallied with the joint survey list. If any materials is lost or damaged during dismantling or in transit, cost of the same will be borne by the contractor.
- d. Existing signal foundations may be dismantled up to ground level with the approval of Engineer-in-charge.

19. Design, preparation and supply of SignallingCircuits Route setting type and Plans/Documents.

- 19.1 Design preparation and supply of all "AS PLANNED" and "AS MADE" (Completion) drawings, and documents shall be prepared in licensed software i.e. Auto CAD (Latest Release) or on the software specified by the Railways.
- 19.2 Drawings submitted shall be of size as per extant practice of the Railway. As per the current practice and instructions, Circuit Diagrams and other Diagrams shall be prepared and submitted in A-3 (297mm x 420mm) size of tracings and Cable route plan and Cable Distribution plan in A-2 (420mm x 594 mm) size of tracing.
- 19.3 The design shall be conforming to the extant Railway's instructions & practices, General and Subsidiary rules, Signal Engineering Manual, Telecommunication manual, Block Working Manual, Schedule of Dimensions, other relevant rule books, the guidelines provided by RDSO and as per the latest rules & guide lines prescribed by the Railway.
- 19.4 Drawings and documents for stations shall be prepared considering Running lines as well as Sidings, L.C. Gates etc. and other features within the station yard as per approved Signalling Plan.
- 19.5 Alteration column should be shown on every sheet and sufficient space should be left for further alteration on each sheet.
- 19.6 The drawings for checking by the Railway authorities shall supplied by the contractor on polyester tracing film/sheets of Lacquered single matte, 75 micron thick Garware brand of similar of size mentioned in Para 41.7 specification No.IRS:S-36/87.
- 19.7 Working/Commissioning/testing sets of wiring documents will be the property of Railways and shall be kept by Railways for safe custody.
- 19.8 **NOTE:** All the design documents proposed to be submitted by the contractor for approval of Railways should be certified/pre-approved by personnel holding a valid IRSTELO licence. Furthur details can be seen at<https://irstelicensing.org.in>
- 19.9 All the design/wiring documents proposed to be submitted by the contractor for approval of Railways should also be certified/pre-approved by a retired Railway officer of DSTE/DyCSTE level having **minimum five years** of experience in drawing and design.

In compliance to the para 10.1 and 10.2 of the RDSO spec. RDSO/SPN/192/2019 (Ver.2.0) or latest, the following technical documents need to be supplied:

- (i) Fuse Particulars.
- (ii) Telecom equipment and Power Supply Layout diagrams for Control Panel Room and all other S&T rooms.
- (iii) Power Supply Diagram.
- (iv) Cable Termination rack Particulars (Field Cables and panel cables)
- (v) Cable Route Plan with Location placement diagram over yard layout.
- (vi) Cable Core Plan/ Location / JBs Particulars.
- (vii) Location huts/End Goomties wiring Diagram
- (viii) Location wiring Diagram.
- (ix) Earthing Particulars.

Documents to be supplied by Railways

- (i) Layout plan of S&T service building.
- (ii) Standard Guidelines issued by the Railway from time to time.
- (iii) Contractor shall be responsible for collection of any other drawings/ documents for guidance as deemed necessary to carry out the work.
- (iv) One set of drawing for similar works as guideline (on request).

Note: All the above plans/diagrams should be supplied as follows: (i) One set in soft copy (in editable AUTOCAD format) in Pen drive. (ii) One set of original tracings (iii) Six sets of final 'As Made' completion plans/diagrams in proper bounded form.

22. INSTALLATION OF 'E' TYPE LOCK

'E' type lock shall be installed on the door of each location hut and at other places, wherever required, as per instruction of Engineer-in-charge of the work.

23. GENERAL TECHNICAL REQUIREMENT

- a. The Railway representative and contractor will visit each site of the work and jointly decide on the location of equipment to be installed looking to the site conditions before commencement of the work. The decision of Railway representative shall be final and binding on the contractor.
- b. After completion, each site will be jointly inspected and contractor will be required to complete the deficiencies and variation from the agreement, if any.

24. INSTALLATION OF MODEM AND FEP

- 1. The modems shall be installed with data loggers and connected to OFC/Quad cable channel for establishing Network Management System.
- 2. The FEP shall be installed in the central place/end place/mid point as required and identified by the Engineer In-charge.
- 3. Modem and FEP shall be configured to form the Network Management System.
- 4. The data loggers of all or any of the stations shall be accessible from the central monitoring point through Network Management System.

5. The modem shall transfer on real time basis all the logical reports and events to CMU.
6. The Network Management System shall be capable of generating exceptional reports for all or any of the station on real time basis and give alarms.

26. APPARATUS CASE

- a. Apparatus case (Full) shall be as per RDSO drawing no. RDSO/S-11500 or latest and as per technical specifications along with E-type lock and key. Apparatus case (Half) shall be as per RDSO drawing no. RDSO/S-11507 or latest and as per technical specifications along with E-type lock and key.
- b. Ward nos. of the 'E' type locks of Apparatus cases (both Full and Half) shall be of same number for a particular station.
- c. Apparatus cases shall be of iron/steel (as applicable), weather proof and of ample size to properly house, without crowding the equipment and wiring contained therein. Doors shall be suitably arranged in front and in rear for convenience and ready access to equipment. There shall be a ledge over the floor to prevent leakage of rainwater from the joint between the door and the case when the door is closed. Doors shall close against the gasket fitted to the case. Hasps with staples suitable for Railway locks shall be provided for rigidly securing and locking doors of apparatus cases.
- d. A pocket box shall be provided inside case for keeping records and diagrams.

27. Installation and commissioning procedure for maintenance free earthing as per RDSO specifications no. RDSO/SPN/197 Ver. 1.0 or latest

- 27.1 The installation of this item shall be carried out by the contractor as per RDSO Specn.No.RDSO/SPN/197 Ver. 1.0 or latest. Typical RDSO approved drawings referred in the RDSO specification document are : (i) SDO/RDSO/E&B/001 for typical installation of Earth, (ii) SDO/RDSO/E&B/002 for typical bonding and earthing connections, (iii) SDO/RDSO/E&B/003 for typical arrangement for earth resistance measurements.
- 27.2 Whenever it is not possible to drive two rods in a single pit due to rock or hardness of soil, the second rod may be driven in a separate pit and both the electrodes shall be connected using specified cable and exothermic welding.
- 27.3 **Horizontal Earthing** - Whenever it is not possible to go deeper, a trench of sufficient length shall be dig to a depth of not less than 3-4 feet. Copper bonded electrodes of min 17 mm dia shall be placed horizontally at a depth of at least 3-4feet and shall be interconnected using copper cable of 25sqmm mm or better. All the electrodes shall be connected to this cable using exothermic welding and shall be covered with earth enhancing material. One of the electrodes shall be connected to the equi potential bus bar using specified cable.

28. Detailed specifications

1- 55 Inch LED Ultra HD (4K) TV

- | | | |
|-----|---------------------------|--|
| 1. | Display Size: | 55 inch |
| 2. | Screen Type: | LED |
| 3. | Smart TV: | YES |
| 4. | Resolution Standard: | 4K |
| 5. | Resolution (pixels): | 3840x2160 |
| 6. | No of HDMI Port: | 3 or more |
| 7. | No of USB Port: | 3 latest or more |
| 8. | Built In Wi-Fi: | YES |
| 9. | Ethernet (RJ45): | 1 or more |
| 10. | Analog Audio Input: | YES |
| 11. | Number of Speakers: | 2 |
| 12. | Speaker Output RMS: | 20 W or higher |
| 13. | Power Consumption: | 172 W, 0.5 W (Standby) or less |
| 14. | Remote: | YES |
| 15. | Supported App-YouTube: | YES |
| 16. | Supported App -Netflix: | YES |
| 17. | Operating System Present: | Android |
| 18. | Screen Mirroring: | YES |
| 19. | Supported Video Formats: | MPEG1/MPEG2TS/AVCHD/MP4/AVI/WMV/LPCM/MP3/WMA/JPEG or any other |
| 20. | Refresh Rate (Hz): | 50 |

2- FDMS and Accessories Fiber

Distribution Management

System (FDMS) 24 F

The FMS should be confirming to RDSO specification No.RDSO/SPN/TC/37/2020 revision 4 or latest. However, the FMS should have the following:

- a. It should be mountable in standard 19" rack and of slider type.
- b. There should be an arrangement of termination of 48/24/12/6 Nos. of fibres (as per SOR).
- c. It should be supplied with 48/24/12/6 Nos. of pigtails of respective type of connector of minimum 3-meter length.
- d. Colour coded pigtails shall be provided for easy identification.
- e. The FMS should be supplied with arrangement of required Nos. of adapters (as per SOR).
- f. The adaptors shall be fixed in such a way that these shall be easily accessible protecting the eye from direct exposure to laser.
- g. There should be no trays or as per site requirement for the provision of termination of the fibers & sufficient space for routing of the fibers in the trays.
- h. Trays shall be numbered bottom to top (tray no. 1 is lower most).
- i. Pigtails shall follow tray numbering.
- j. Pigtails shall be labeled through colour coding/ferruling.

- k. Adaptors shall be numbered Bottom to Top or Left to Right in ascending order.
- m. All adaptors shall be provided with dust protection caps.
- n. Important Do's and Don'ts about the operation of the FMS shall be clearly indicated at a convenient place on the FMS.
- o. Insertion Loss: ≤ 0.3 dB or less
- p. Return Loss: ≤ 45 dB or less
- q. The FMS shall be manufactured as per latest state of art technology.
- r. The FMS shall be protected against the entry of dust and insects, rodents etc.
- s. Body should be of MS steel; powder coating painting shall be provided with rust resistance paint.
- t. Marking: The marking on the system shall be indelible and following minimum information shall be provided by way of engraving or Laser printing method:
 - i. "SWR" should be written on each FDMS to be visible from front.
 - ii. Manufacturer's name & date/ year of production.
 - iii. Model No./Batch No./ Serial No.
 - iv. Capacity i.e. No. of cables and the fibers.
 - v. Identification details/ cables/ Fiber/ labelling facility.
 - u. Preferred type of connector is SC/APC for all connectors.

3- OFC Patch Cords:

The Patch cords should be 3-meter length, conforming to TEC NO: TEC/GR/TX OFJ- 01/05/NOV-09 or latest with all amendments. However, the Patch cords should have the following:

S. N	Parameter	Value
A	Operating Temperature	-40°C to +85°C
B	Insertion Loss:	
1	Insertion Loss of complete patch cord including adapter when tested from each direction in all conditions of operations	≤ 0.3 dB
2	Insertion Loss of Adaptors	≤ 0.1 dB
C	Return Loss for each connector of patch cord:	
1	Type-I FC-PC	≥ 50 dB
2	Type-II SC-PC	≥ 50 dB
3	Type-III SC-APC	≥ 65 dB
4	Type-IV LC	≥ 50 dB
5	E2K/APC	≥ 60 dB
D	The length and type of connector of each Patch Cord	As per SOR.
E	The connectors must be make of reputed OEMs 3M, Huber-Shuner, R&M, TE Connectivity/Raychem any other CACT approved Manufacturer/s having a valid approval against Specification number TEC/GR/TX/OFJ-01-NOV.09 for the tendered connected type.	
F	Connector Body	
1	FC-PC	Ni plated brass body (Ni plating shall be as per BIS Standards)
2		Engineering thermoplastic (Glass

	SC-PC & SC-APC	filled PBT:Polybutylene Terephthalate)
3	LC	PEI (Polyetherimide)/ PPS (Polyphenylene Sulphide)
G	Colour of connector body	
1	FC-PC connector	Ni plated Brass
2	SC-PC connector	Blue
3	SC-APC connector	Green
4	LC connector	Blue
H	Radius of curvature	
1	FC-PC	10 to 25 mm
2	SC-PC	10 to 25 mm
3	SC-APC	5 to 12 mm
4	LC	10 to 25 mm

4- 19"42 U 600mm width X 600 mm Depth Rack

SN	Item	Description
1	Dimension	It should be 600mm width and 600MM Depth
2	Side panels	To be provided across the whole height of the rack should be openable with a latching arrangement at top and bottom. With key & lock arrangement.
3	Front door	Rack should have front door tough and transparent glass fitted on S/CRCA sheet on sides with Lock and key.
4	Rear side	Shall be perforated for appropriate levels as per industry standard.
5	Top & Bottom	Rack top and bottom should be MS/CRCA steel made with cable entry provision with glands at both sides.
6	Fan module	Compact fan module of 90CFM working on AC power supply 4 Nos each rack properly fitted at top of rack.
7	Earthing Provision	Rack Should have earthing provisions.
8	Cable manager	2 nos. horizontal and 2 nos. vertical cable managers with cable loops to be provided with each rack with plastic loop.
9	Power Distribution Unit (PDU)	Adequate and Redundant power distribution units with electronically controlled circuits for surge and spike protection, MCBs isolated input to ground and output to ground.
10	Material used	CRCA/MS with Thickness varying from 1.6 Mm to 2.0 mm
11	The rack should be fitted with one modem tray 19", Rack should be 42U (1U = 44.45 mm) in Height.	
12	The earthing kit consisting of copper bus bar with dimensions 20-inch length, 1.0-inch breadth & 5mm thickness (min.) having appropriate number of M6 tapped holes and 3 brass nut bolts and washers for fixing of earthing cables shall be fixed near the bottom of the rack.	
13	The good quality powder coating light grey in colour shall be used for painting the rack	

14	The rack should be fitted with a dual source power supply distribution board.
15	“INDIAN RAILWAYS Logo along with Year” in bold and easily recog- nizable fonts should be written at the front top of the rack preferably in black or blue color.
16	OEM should have a valid ISO 9001 certification on the date of opening of bid.
17	Rack should be minimum IP20 certified. Rack should also comply with EIA 310/DIN 41494 standards.
18	Two Exhaust fans, one Horizontal Tray, One AC Multiple (4 Nos of 5A Sockets) Earthing Strip (copper)-1 with fasteners-2 pack, Rack Mountable DCDB Panel with one Common Copper Strip and 4 Nos MCB 6 Amps.Including all fittings for housing Router and other Equipment including Supply & Laying of Power Cable, Tray & Connectivity to Earthing, Connectivity to MDF using Krone module with Integrated Protection Module of 100 Pairs and Supply of other Accessories.

5- Specifications for 19" 12 U 600 X 600mm Depth Rack (Wall/Pole Mounted)

SN	Specification	Description
1	Type	Closed Telecom Rack Wall/Pole mounted
2	Dimension	12 U 600mm (Width)X 600 mm (Depth)
3	Mounting	Rack should have Wall/Channel/Beam mounting with heavy brackets and fasteners of required shape and size as per site condition. It shall be insulated from the wall/ channel/beam/ shelter through insulators
4	Front door	Rack should have front door tough and transparent glass fitted on MS/CRCA sheet on sides with Lock and key.
5	Rear door	MS/CRCA Door Plain having ventilation holes bottom side with dust filters.
6	Top & Bottom	Rack top and bottom should be MS/CRCA steel made with cable entry provision with glands at both sides.
7	Fan module	Compact Fan Module of 90 CFM working on 230VAC 2 Nos. with each Rack properly fitted at top of rack.
8	Earthing Provision	Rack Should have earthing provisions. All the required materials for earthing is to be supplied with Rack.
9	Cable manager	1 No. horizontal and 1No.vertical cable manager with cable loops to be provided with each rack.
10	Power Distribution Unit (PDU)	PDU is of 6 Sockets of branded make such as Havells or equivalent with 6 Amp MCB.
11	Materials used	CRCA/MS with Thickness varying from 1.6 Mm to 2.0 mm
12	The rack should be fitted with one modem tray ¹⁹ . Back side of the rack should be closed with a removable panel.	
13	The good quality powder coating light grey in colour shall be used for painting of the rack.	
14	“INDIAN RAILWAYS LOGO along with Year” in bold and easily recognizable fonts should be written at the front top of the rack preferably in black or blue color.	
15	OEM should have a valid ISO 9001 certification on the date of opening of bid.	
16	Rack should be minimum IP54 certified. Rack should also comply with EIA 310/DIN 41494	

	standards.
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6- 1 Gbps Ethernet & E1 to Fiber Managed Media Convertor

It should meet the requirements as per clause option 2 and 3 RDSO Specification no. RDSO/SPN/TC/103/2013, Rev 2.0 or latest with all amendments.

- Single channel triple speed, standalone media converter
- Complies to IEEE, IEEE802.3z
- Media Conversion from 100/1000 Base-T to 1000Base-FX
- Auto MDI-I/MDI-X copper Ethernet port
- RJ-45 connector for 1000Base-T port
- E1 Interface as per ITU-T G.703, G.704, Line rate 2048 kbps, Impedance 120 ohms balanced, RJ-45 connector.
- SC connector for 1000Base-X fiber port
- Supports upto 10K jumbo frame @1000Base-T
- Transparent Pass through Tagged & untagged data traffic
- Supports Copper FEF Indication.
- Supports Fiber FEF Indication.
- DIP switch configuration for enabling LFP
- Link/ Activity, LFP/FEF LED indications
- Single fiber support
- LFP (Link Fault Pass through) allows the fiber failure to be propagated to the copper port and vice-versa
