



SOUTH CENTRAL RAILWAY

HYDERABAD DIVISION

MECHANICAL DEPARTMENT

TRAINSET MAINTENANCE DEPOT, MOULA-ALI

TENDER No:03-TSMD-MLY-26-27, dt: 29.04.2026

HYB DIV:TSMD/MLY: Provision of fault indication light for deflated air spring in EMUs



CHAPTER -1

Tender top sheet

अहस्तांतरणीय/NOT TRANSFERABLE

भारतसरकार/GOVERNMENT OF INDIA

रेलमंत्रालय/MINISTRY OF RAILWAYS

दक्षिणमध्यरेल्वे/SOUTH CENTRAL RAILWAY

हैदराबादमंडल, यांत्रिकविभाग/HYDERABAD DIVISION, MECHANICAL DEPARTMENT

TRAIN SET MAINTENANCE DEPOT

Name of the Work	HYB DIV:TSMD/MLY: Provision of fault indication light for deflated air spring in EMUs
Tender No.	03-TSMD-MLY-26-27, dt: 29.04.2026
Place of Work	Train Set Maintenance Depot Moula-ali, Hyderabad
Contract Period	12 months (Twelve months)
Tender value	Rs.41,85,494.28/- (Forty one lakh eighty five thousand four hundred and ninety four rupees twenty eight paise only , Including GST @18%)
Tender type	Open Tender
Validity period of the offer	60
E.M.D.	Rs. 83,700/-
Cost of Tender form	NIL
Completion Period	12 Months from the date of issue of the LOA.

The tender schedule and tender notice can be downloaded from the **Website**

"<http://www.ireps.gov.in/>"

CHAPTER – 2

GENERAL CONDITIONS OF CONTRACT

The General conditions of Contract governing the performance of the works covered by this tender are the "**General conditions of Contract (April - 2022)**" of the Engineering Department of the Railways **as amended from time to time up to date**. A copy of the book-let incorporating the above "General Conditions of Contract (**April - 2022**)" may be perused in the office of the DEE/TSMD/MLY/South Central Railway, Secunderabad - 500 025.

In submitting his tender, it would be deemed that the tenderer has kept him-self fully informed of the provision of the **General Conditions of Contract (April - 2022)** including all corrections and Amendments issued up to date and claim that he is not aware of any amendment or correction slip to the GCC shall not be entertained.

SIGNATURE OF THE
TENDERER / CONTRACTOR

CHAPTER – 3

Instructions for submission of Tender documents

- 1) "The General Conditions of Contract for Works 2022" governing the performance of the works covered by this Tender "Standard General Conditions of Contract in use in General in the South Central Railway" as amended from time to time. A copy of the book-let incorporating above General Conditions of the Contract may be had from the Office of the DEE/TSMD/MLY.
- 2) In submitting this letter it would be deemed that the Tenderer has kept himself fully informed of the provisions of the General Conditions of contract, including all corrections and amendments issued up to the date of Tender Notice.
- 3) Railway Board vide their letter No. 2022/CE-I/CT/GCC-2022/Policy dated 27.04.2022 has issued the Standard General Conditions of Contract (works contracts) is applicable to this contract.
- 4) The contract shall be governed by IRS conditions as applicable. All the terms and conditions in the tender are also equally applicable.
- 5) The bid shall be submitted in complete, before the bid closing date mentioned in "Notice Inviting tender". Only documents submitted through the website **<https://www.ireps.gov.in>** are accepted for evaluation.

CHAPTER – 4

NOTE TO TENDERER

- 1) The administration will not own any responsibility, if website is not opened for downloading / uploading the tender documents due to any technical snag.
- 2) Corrigendum Notice on IREPS: for the purpose of corrigendum in the tender, NIT period is splitted as under:
 - (a) **Advertisement period:** Time during which all information pertaining to tender shall be available but offers cannot be submitted.
 - (b) **Offer submission period:** Fifteen days prior to opening/closing of tender, during which tenderers can submit their offers.
- 3) The prospective tenderers are advised to visit website "**<http://www.ireps.gov.in>**" before the date of tender closing or offer submission period to note any changes/corrigenda for any tender. All corrigendum shall be through IREPS portal only.
- 4) The Railway reserves the right to cancel the tender without assigning any reason thereto.
- 5) The tenderers are required to submit their offer on line ONLY before tender closing time and date as mentioned in the NIT.
- 6) The tenders will be opened after closing date and time mentioned in the NIT.
- 7) **If the date of opening happens to be a holiday, the tenders will be opened on the next working day.**
- 8) **Warning: It is hereby brought to the notice of all prospective tenderers that if any change/additions/deletions/ alterations are found to be made by them and the same is subsequently detected / noticed at any stage even after award of the contract, all necessary action including banning of business would be taken. In addition, the tenderers are liable to be prosecuted under law.**

Visit our site at "<http://www.ireps.gov.in>"

CHAPTER – 5
REGULATIONS FOR TENDERS AND CONTRACTS
FOR THE GUIDANCE OF ENGINEERS & CONTRACTORS FOR WORKS CONTRACTS
MEANING OF TERMS

1.0 **Applicability:** These instructions and conditions of contract shall be applicable for all the tenders and contracts of railways for execution of 'Works' as defined in GFR 2017.

1.01 **Order of Precedence of Documents:** In a contract agreement, in case of any difference, contradiction, discrepancy, with regard to conditions of tender/contract, specifications, drawings, Bill(s) of Quantities etc., forming part of the tender/contract, the following shall be the order of precedence:

- i. Letter of Award/Acceptance (LOA)
- ii. Bill(s) of Quantities
- iii. Special Conditions of Contract
- iv. Technical Specifications as given in tender documents
- v. Drawings
- vi. Indian Railways Standard General Conditions of Contract updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.
- vii. Indian Railways Unified Standard Specification (IRUSS-2019) updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.
- viii. CPWD Specifications 2019 Vol I & II updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.
- ix. Indian Railways Unified Standard Specifications (Works and Material) 2010 updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.
- x. IR Specifications/Guidelines updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.
- xi. Relevant B.I.S. Codes updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.

1.1 **Interpretation:** These Instructions to Tenderers shall be read in conjunction with the Standard General Conditions of Contract which are referred to herein and shall be subject to modifications, additions or suppression by Special Conditions of Contract and/or Special Specifications, if any, annexed to the Tender Forms.

1.2 **Definition:** In these Instructions to Tenderers, the following terms shall have the meanings assigned hereunder except where the context otherwise requires:

(a) "Railway" shall mean the President of the Republic of India or the administrative officers of the Railway or Successor Railway authorized to deal with any matter, which these presents are concerned on his behalf.

(b) "General Manager" shall mean the Officer-in-Charge of the general superintendence and control of the Zonal Railway/Production Unit and shall also include Addl. General Manager, General Manager (Construction) and shall mean and include their successors of the Successor Railway.

(c) "Chief Engineer" shall mean the Officer-in-Charge of the Engineering Department of Railway and shall also include Chief Engineer (Construction), Chief Electrical Engineer, Chief Electrical Engineer (Construction), Chief Signal & Telecom Engineer, Chief Signal & Telecom Engineer (Construction), Chief Mechanical Engineer and shall mean and include their successors of the Successor Railway.

(d) "Divisional Railway Manager" shall mean the Officer-in-Charge of a Division of Zonal Railway and shall mean and include Divisional Railway Manager of the Successor Railway.

(e) "Engineer" shall mean the Divisional Engineer or Executive Engineer, Divisional Signal & Telecom Engineer, Divisional Electrical Engineer, Divisional Mechanical Engineer in executive charge of the works and shall include the superior officers, both Open Line and Construction Organisations, of Engineering, Signal & Telecom, Mechanical and Electrical Departments, i.e. the Senior Divisional Engineer/Deputy Chief Engineer, Senior Divisional Signal & Telecom Engineer / Dy. Chief Signal & Telecom Engineer, Senior Divisional Electrical Engineer / Deputy Chief Electrical Engineer, Senior Divisional Mechanical Engineer and shall mean & include the Engineers of the Successor Railway.

(f) "Tenderer" shall mean the person / firm / co-operative or company whether incorporated or not who tenders for the works with a view to execute the works on contract with the Railway and shall include their representatives, successors and permitted assigns.

(g) "Limited Tenders" shall mean tenders invited from all or some contractors on the approved or select list of contractors with the Railway.

(h) "Open Tenders" shall mean the tenders invited in open and public manner and with adequate notice.

(i) "Works" shall mean the works contemplated in the drawings and Bill(s) of Quantities set forth in the tender forms and required to be executed according to the specifications.

(j) "Specifications" shall mean the Specifications for Materials and Works of the Railway as specified under the authority of the Ministry of Railways or Chief Engineer or as amplified, added to or superseded by special specifications if any, appended to the Tender Forms.

(k) Standard Schedule of Rates (SSOR) shall mean the schedule of Rates adopted by the Railway, which includes-

1. "Unified Standard Schedule of Rates of the Railway (USSOR)" i.e. the Standard Schedule of Rates of the Railway issued under the authority of the Chief Engineer from time to time, updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents;
2. "Delhi Schedule Of Rates (DSR)" i.e. the Standard Schedule of Rates published by Director General/ Central Public Works Department, Government of India, New Delhi, as adopted and modified by the Railway under the authority of the Chief Engineer from time to time, updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.

(l) "Drawings" shall mean the maps, drawings, plans and tracings, or prints thereof annexed to the Tender Forms.

(m) "Contractor's authorized Engineer" shall mean a graduate engineer or equivalent, having more than 3 years experience in the relevant field of construction work involved in the contract, duly approved by the Engineer.

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

(o) "Bill of Quantities" shall mean Schedule of Item(s) included in the tender document along with respective quantities.

1.3 Words importing the singular number shall also include the plural and vice versa where the context requires.

TENDERS FOR WORKS

3. **Tender Form:** Tender Forms shall embody the contents of the contract documents either directly or by reference and shall be as per specimen form, Annexure-I. e-Tender Forms shall be issued free of cost to all tenderers.

4. **Omissions & Discrepancies:** Should a tenderer find discrepancies in or omissions from the drawings or any of the Tender Forms or should he be in doubt as to their meaning, he should at once notify the authority inviting tenders. The tender inviting authority may, if deemed necessary, clarify the same to all tenderers. It shall be understood that every endeavor has been made to avoid any error which can materially affect the basis of tender and successful tenderer shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.

5. **Bid Security:**

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

Value of the Work	Bid Security
For works estimated to cost up to ₹ 1 crore	2% of the estimated cost of the work
For works estimated to cost more than ₹ 1 crore	₹ 2 lakh plus ½% (half percent) of the excess of the estimated cost of work beyond ₹ 1 crore subject to a maximum of ₹ 1 crore

Note:

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

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

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

(2) The Bid Security shall be deposited either in cash through e-payment gateway or submitted as Bank Guarantee bond from a scheduled commercial bank of India or as mentioned in tender documents. The Bank Guarantee bond shall be as per **Annexure- VIA** and shall be valid for a period of 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.
- vii. The envelope shall be addressed to the officer and address as mentioned in the tender document.
- viii. If the envelope is not sealed and marked as instructed above, the Railway assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

6. Care in Submission of Tenders:

(a) (i) Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all inclusive to accord with the provisions in Clause-37 of the Standard General Conditions of Contract for the completion of works to the entire satisfaction of the Engineer.

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

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

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

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

(c) The Railway will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It

may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.

CONSIDERATION OF TENDERS

7. **Right of Railway to Deal with Tenders:** The Railway reserves the right of not to invite tenders for any of Railway work or works or to invite open or limited tenders and when tenders are called to accept a tender in whole or in part or reject any tender or all tenders without assigning reasons for any such action. In case if tender is accepted in part by Railway administration, Letter of Acceptance shall be issued as counter offer to the Tenderer, which shall be subject to acceptance by the Tenderer.

7A. Two Packets System of Tendering: With a view to assess the tenders technically without being influenced by the financial bids, 'Two Packets System of tendering' shall be adopted wherein tender documents provide for the same.

7B. Prebid Conference: Intenders having advertised value more than Rs 50 Crore or as mentioned in the tender document, Railway shall conduct Prebid Conference(s) with the prospective bidders.

7C. Make in India Policy: Provisions of Make in India Policy 2017 issued by Govt. of India, as amended from time to time, shall be followed for consideration of tenders.

7D. Permission to Bid for a bidder from a country which shares Land boundary with India: Any bidder from the countries sharing a land border with India will be eligible to bid in any procurement of works (including turnkey projects) only if the bidder is registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT), Government of India. For interpretation of this para, Department of Expenditure, Ministry of Finance, Government of India letter F.No.6/18/2019-PPD dated 23/07/2020 shall be referred.

7E. Clarification of Bids: To assist in the examination, evaluation & comparison and pre-qualification of the Tender, the Railway may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Railway shall not be entertained or considered. The Railway request for clarification and the response of the bidder in this regard shall be in writing.

However, if a Bidder does not provide clarification of its bid by the date and time communicated in the Railway request for clarification, the bid shall be evaluated as per the documents submitted along with the bid.

8. **Execution of Contract Document:** The Tenderer whose tender is accepted shall be required to appear in person at the office of General Manager/General Manager (Construction), Chief Administrative Officer (Construction), Divisional Railway Manager or concerned Engineer, as the case may be, or if tenderer is a firm or corporation, a duly authorized representative shall appear (there would be no need for appear in person if agreement is signed digitally) and execute the contract agreement within seven days of notice from Railways that the Contract Agreement is ready. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender. The Contract Agreement shall be entered into by Railway only after submission of valid Performance Guarantee by the Contractor. In such cases the Railway may determine that such tenderer has abandoned the contract and there upon his tender and acceptance thereof shall be treated as cancelled and the Railway shall be entitled to forfeit the full amount of the Bid Security and other

dues payable to the Contractor under this contract. The failed Contractor shall be debarred from participating in the re-tender for that work.

9. Form of Contract Document: Every contract shall be complete in respect of the document it shall so constitute. Not less than 2 copies of the contract document shall be signed by the competent authority and the Contractor and one copy given to the Contractor (there would be no need of signing two copies if agreement is signed digitally).

(a) For Zone Contracts, awarded on the basis of the percentage above or below the applicable chapter(s) of Standard Schedule of Rates (SSOR) for the whole or part of financial year, the contract agreement required to be executed by the tenderer whose tender is accepted shall be as per specimen form, Annexure-II. During the currency of the Zone Contract, work orders as per specimen form Annexures-III, for works not exceeding ₹ 5,00,000 each, shall be issued by the Divisional Railway Manager / Executive Engineer under the agreement for Zone Contract.

(b) For contracts for specific works, the contract document required to be executed by the tenderer whose tender is accepted shall be an agreement as per specimen form **Annexure- IV**.

CHAPTER – 4**TENDER FORM (Third Sheet)**

Name of the work : TSMD/MLY: Provision of fault indication light for deflated air spring in EMUs.

Price Schedule

Description of the work	Qty	Unit	RATE			Total cost		
			Supply	Labour	Total	Supply	Labor	Total
SUBWORK - I								
Erection/Installation, testing and commissioning of fault indication (LED indication) on failure of air spring in conventional EMU's.	66	Coach	0.00	15000.00	15000.00	0.00	990000.00	990000.00
Pressure switch to ICF spec. ICF/SK-10/2/602REV.01 Dt. 14.06.2017	264	Nos	5049.00	0.00	5049.00	1332936.00	0.00	1332936.00
Set of stainless steel double ferrule fittings for air suspension failure indication to Drg no. ICF/SK-3-3-5-046	66	Set	8065.00	0.00	8065.00	532290.00	0.00	532290.00
Hose connection 1/2" bore - 700m	528	Nos	115.00	0.00	115.00	60720.00	0.00	60720.00
LED indication in coach (1 no in each side of coach)	132	Nos	809.32	0.00	809.32	106830.51	0.00	106830.51
MCB 2.5A	66	No	180.51	0.00	180.51	11913.56	0.00	11913.56
MCB 1A	66	No	180.51	0.00	180.51	11913.56	0.00	11913.56
1.5sqmm Ebeam copper cable	9900	Mts	34.00	0.00	34.00	336600.00	0.00	336600.00
Flexible polyamide PVC 16 conduit pipe	4950	Mts	21.80	0.00	21.80	107893.22	0.00	107893.22
Miscellaneous items like diode, LED lamp for (indication in driver cab), Wago connectors, Pressure switch mounting plate and cable ties.	66	LS	847.46	0.00	847.46	55932.20	0.00	55932.20
Total			15303	15000	30303	2557029	990000	3547029
GST @18%			2754	2700	5454	460265	178200	638465
Total Including GST			18057.06	17700.00	35757.06	3017294.28	1168200.00	4185494.28
Detailed Estimate Cost								4185494.28

SOUTH CENTRAL RAILWAY

TENDER FORM (First Sheet)

Tender No.

Name of the work:

To
The President of India
Acting through the _____ Railway

1. I/We _____ have read the various conditions to tender attached hereto and agree to abide by the said conditions. I/We also agree to keep this 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 notice issued by the Railway that such documents are ready; and
 - (c) I/We do not commence the work within fifteen days after receipt of orders to that effect.
4. (a) I/We am/are a Startup firm registered by Department of Industrial Policy and Promotion (DIPP) and my registration number is valid upto..... (Copy enclosed) and hence exempted from submission of Bid Security.
5. We are a Labour Cooperative Society and our Registration No. is withand hence required to deposit only 50% of Bid Security.
6. Until a formal agreement is prepared and executed, acceptance of this tender shall

constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.

Signature of Witnesses:

(1)
(2) _____

Signature of Tenderer(s)
Date

Address of the Tenderer(s)

TENDER FORM (Second Sheet)

1. **Instructions to Tenderers and Conditions of Tender:** The following documents form part of Tender / Contract:

- (a) Tender Forms – First Sheet and Second Sheet
- (b) Special Conditions/Specifications (enclosed)
- (c) Bill(s) of quantities (enclosed)
- (d) Standard General Conditions of Contract and Standard Specifications (Works and Materials) of Indian Railways as amended/corrected upto latest correction slips, copies of which can be seen in the office of _____ or obtained from the office of the Chief Engineer,
_____ Railway on payment of prescribed charges.
- (e) Standard Schedule of Rates (SSOR) as amended / corrected upto latest correction slips, copies of which can be seen in the office of _____ or obtained from the office of the Chief Engineer, _____ Railway on payment of prescribed charges.
- (f) All general and detailed drawings pertaining to this work which will be issued by the Engineer or his representatives (from time to time) with all changes and modifications.

2. **Drawings for the Work:** The Drawing for the work can be seen in the office of the _____ and / or Chief Engineer, _____ Railway at any time during the office hours. The drawings are only for the guidance of Tenderer(s). Detailed working drawings (if required) based generally on the drawing mentioned above, will be given by the Engineer or his representative from time to time.

3. The Tenderer(s) shall quote his / their rates as a percentage above or below the Standard Schedule of Rates (SSOR) of _____ Railway as applicable to _____ Division except where he/they are required to quote item rates and must tender for all the items shown in the Bill(s) of Quantities attached. The quantities shown in the attached Bill(s) of Quantities are given as a guide and are approximate only and are subject to variation according to the needs of the Railway. The Railway does not guarantee work under each item of the Bill(s) of Quantities. The tenderer(s) shall quote rates / rebates only at specified place in Tender Form supplied by Railway. Any revision of rates / rebates submitted (quoted) through a separate letter whether enclosed with the bid (Tender Form) or submitted separately or mentioned elsewhere in the document other than specified place shall be summarily ignored and will not be considered.

4. Tenders containing erasures and / or alterations of tender documents are liable to be rejected. Any correction made by tender(s) in his/their entries must be attested by him / them.

5. The works are required to be completed within a period of _____ months from the date of issue of acceptance letter.

6. Bid Security:

(a) Subject to exemptions provided under para 5(1) (a) of Part-1 (ITT) of this document, the tender must be accompanied by a Bid Security as mentioned in tender documents, failing which the tender shall be summarily rejected.

(b) The Tenderer(s) shall keep the offer open for a minimum period of 60 days (in case of two packet system of tendering 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,

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

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

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

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

7. Rights of the Railway to deal with Tender: The authority for the acceptance of the tender will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest tender or any other tender, and tenderer(s) shall neither demand any explanation for the cause of rejection of his/ their tender nor the Railway to assign reasons for declining to consider or reject any particular tender or tenders.

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

9. If any partner(s) of a partnership firm expires after the submission of its tender or after the acceptance of its tender, the Railway shall deem such tender as cancelled/contract as terminated under clause 61 of the Standard General Conditions of Contract, unless the firm retains its character as per partnership agreement. If a sole proprietor expires after the submission of tender or after the acceptance of tender, the Railway shall deem such tender as cancelled / contract as terminated under clause 61 of the Standard General Conditions of Contract

10. Eligibility Criteria:

10.1 Technical Eligibility Criteria: Exempted

Special Technical Eligibility Criteria:

No Technical and Financial credentials are required for tenders having advertised value up to Rs 50 lakh. **except valid 'B' grade license. "The individual / firm should have minimum valid "B" grade electrical license or above and should be on their own name/Firm name**

issued by the Electrical Inspectorate of the respective State Electrical Licensing Board". The License should have been issued on a date prior to the date of Tender opening. Clear scanned copy is to be submitted along with the tender. A copy of license should be uploaded through IREPS with their offer, failing which the tender will be summarily rejected.

10.2 Financial Eligibility Criteria: Exempted

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

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

11.Tenderer Credentials:

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

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

- (i) The list of personnel / organization on hand and proposed to be engaged for the tendered work. Similarly list of Plant & Machinery available on hand and proposed to be inducted and hired for the tendered work.
- (ii) The Railway reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the Railway, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Railway shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the Railway there under.
- (iii) (a) In case of any information submitted by tenderer is found to be false, forged or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender Bid Security besides banning of business for a period of upto five years.

(b) In case of any information submitted by tenderer is found to be false, forged or incorrect after the award of contract, the contract shall be terminated. Bid Security, Performance Guarantee and Security Deposit available with the railway shall be forfeited. In addition, other dues of the contractor, if any, under this contract shall be forfeited and agency shall be banned for doing business for a period of upto five years.

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

13. Execution of Contract Documents: The successful Tenderer(s) shall be required to execute an agreement with the President of India acting through the Railway for carrying out the work according to the Standard General Conditions of Contract, Special Conditions / Specifications annexed to the tender and Standard Specifications (Works and Materials) of Railway as amended/corrected upto latest correction slips, mentioned in tender form (First Sheet).

14. Documents to be Submitted Along with Tender

- (i) The tenderer shall clearly specify whether the tender is submitted on his own (Proprietary Firm) or on behalf of a Partnership Firm / Company / Joint Venture (JV) / Registered Society / Registered Trust / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. The

tenderer(s) shall enclose the attested copies of the constitution of their concern, and copy of PAN Card along with their tender. Tender Documents in such cases are to be signed by such persons as may be legally competent to sign them on behalf of the firm, company, association, trust or society, as the case may be.

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

(a) Sole Proprietorship Firm:

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

(b) HUF:

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

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

(c) Partnership Firm:

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

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

(e) Company registered under Companies Act 2013:

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

(ii) A copy of Certificate of Incorporation

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

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

(f) LLP (Limited Liability Partnership):

(i) A copy of LLP Agreement

(ii) A copy of Certificate of Incorporation

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

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

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

(g) Registered Society & Registered Trust:

(i) A copy of Certificate of Registration

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

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

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

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

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

(vii) After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm / Partnership Firm / Registered Company/ Registered Trust / Registered Society / HUF/LLP

etc. shall be neither asked nor considered, if submitted. Further, no such mention cognizance of any document available in public domain (i.e., on internet etc.) or in Railway's record/office files etc. will be taken for consideration of the tender, if no such mention is available in tender offer submitted.

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

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

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

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

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

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

(a) Should a tenderer

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

OR

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

gazetted officer working before his retirement,

OR

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

AND

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

THEN

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

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

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

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

JOINT VENTURE (JV) IN WORKS TENDERS

17. Participation of Joint Venture (JV) in Works Tender: This para shall be applicable for works tenders wherein tender documents provide for the same.

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

17,2 Number of members in a JV shall not be more than three, if the work involves only one department (say Civil or S&T or Electrical or Mechanical) and shall not be more than five, if the work involves more than one Department. One of the members of the JV shall be its Lead

Member who shall have a majority (at least 51%) share of interest in the JV. The other members shall have a share of not less than 20% each in case of JV with upto three members and not less than 10% each in case of JV with more than three members. In case of JV with foreign member(s), the Lead Member has to be an Indian firm/company with a minimum share of 51%.

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

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

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

- (i) Cash through e-payment gateway or as mentioned in tender document, or
- (ii) Bank Guarantee bond either in the name of JV, or in the name of all members of JV as per MOU irrespective of their share in the JV if the JV has not been constituted legally till the date of submission of tender.

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

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

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

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

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

17.11 On issue of LOA (Letter of Acceptance), the JV entity to whom the work has been awarded, with the same shareholding pattern as was declared in the MOU/JV Agreement

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

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

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

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

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

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

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

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

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

contract shall be determined under Clause 62 of the Standard General Conditions of Contract.

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

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

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

(i) A copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement,

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

(iii) A copy of Certificate of Incorporation

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

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

(i) A copy of LLP Agreement

(ii) A copy of Certificate of Incorporation of LLP

(iii) A copy of resolution passed by partners of LLP firm, permitting the Firm to enter into a JV agreement

(iv) A copy of Authorization /copy of Power of Attorney issued by the LLP firm (backed by resolution passed by the Partners) in favour of the individual, to sign the tender and/or sign the MOU/ JV agreement on behalf of the LLP and create liability against the LLP.

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

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

(i) A copy of Certificate of Registration

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

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

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

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

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

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 25% 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 25% of advertised value of the tender.

(b) For works with composite components

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

Each other (non-lead)member(s) of JV, who is/ are not satisfying the technical eligibility for any component of the work as per para 10.1 above, shall have technical capacity of minimum 25% of the cost of any component of work mentioned in technical eligibility criteria. i.e., each other (non-lead) member of must have satisfactorily completed or 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 25% of cost of any component of work mentioned in technical eligibility criteria.

Note for Para 17.15.1:

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

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

17.15.1 Bid Capacity

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

18. Participation of Partnership Firms in works tenders:

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

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

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

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

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

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

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

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

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

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

(a) Joint and several liabilities:

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

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

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

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

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

19 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:

(iii) A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar.

(iv) 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.

(v) 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.

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

20.0 Advances to Contractor –

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

(Signature)
(Designation)

Signature of Tenderer(s) _____
Railway Date _____
Date _____

SOUTH CENTRAL 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:

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

I.....(Name and designation)** appointed as the attorney/authorized signatory of the tenderer (including its constituents), M/s_____ (hereinafter called the tenderer) for the purpose of the Tender documents for the work of_____ as per the tender No.____ of (Railway)**, do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

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

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

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

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

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

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

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

8. I/we understand that if the contents of the **certificate** submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the Bid Security besides banning of business for a period of up **two years**. 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 upto **two years**

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 attorney/authorized signatory/each member of Partnership. firm/ Joint Venture (JV)/Hindu Undivided Family (HUF)/Limited Liability Partnership (LLP) etc.)

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

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

**SEAL AND SIGNATURE
OF THE CONSTITUENT FIRM/CONSTITUENT PARTNER**

Place:

Dated:

ANNEXURE – VI

Reference -Para 10.3 & 17.15.3 of Tender Form (Second Sheet) of Annexure I of ITT

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 present that I/We the undersigned **[Insert name(s) of authorized representatives of the Bank]**, being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay to the Railway full amount in the sum of **[Insert required Value of Bid Security]** as above stated.
2. The Bank undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway on the Bank shall be final, conclusive and binding, absolute and unequivocal on the Bank notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Bidder or Bank.
3. The Bank shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the Bidder and without the Railway being required to show grounds or give reasons for its demand of the amount so demanded.
4. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.
5. The Bank agrees that no change, addition, modifications to the terms of the Bid document or to any documents, which have been or may be made between the Railway and the Bidder, will in any way absolve the Bank from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification made by Railway at any time.
6. This guarantee will remain valid and effective from.....**[insert date of issue]**till**[insert date, which should be minimum 90 days beyond the expiry of**

validity of Bid]. Any demand in respect of this Guarantee should reach the Bank within the validity period of Bid Security.

7. The Bank Guarantee is unconditional and irrevocable.

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

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

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

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

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

Date

.....

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
Seal

Bank's

*[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.

PERFORMANCE GUARANTEE BOND

1. In consideration of the President of India (hereinafter called "the Government") having agreed to exempt----- (hereinafter called " the said Contractor(s)") from the demand, under the terms and conditions of an Agreement dated ----- made between ----- and ----- for ----- (hereinafter called "the said Agreement"), of Security deposit for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs------(Rupees-----only). We

----- (indicate the name of the Bank) (hereinafter referred to as the Bank) at the request of ----- (Contractor(s) do hereby undertake to pay to the Government an amount not exceeding Rs----- against any loss / damage caused to or suffered or would be caused to or suffered by the Government by reasons of any breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We ------(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs_____.

3. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suite or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the contractor(s) / supplier(s) shall have no claim against us for making such payment.

4. We, ------(indicate the name of 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 Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till -----Office/Department) Ministry of ----- certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the ----- we shall be discharged from all liability under this guarantee thereafter.

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

6. This guarantee will not be discharged due to the change in the constitution of the bank or the Contractor(s) / Supplier(s).

7. We, ----- (indicate the name of the bank) lastly under take not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Dated: The----- day of ----- 2022
For -----
(indicate the name of the bank)

FORM-16

INDEMNITY BOND FOR 'ON ACCOUNT' PAYMENTS AND FOR RAILWAY SUPPLY MATERIALS

We, M/s _____ here by undertake that we held at our stores Depot/ at _____ on behalf of the President of India, acting in the premises through DEE/TSMD/MLY/S.C.Railway, Hyderabad (here in after referred to as "the purchaser) and his property in trust for him all materials listed in tender schedule fo which 'On Account' payment have been made to not exceeding Rs._____. Against _____ , _____ , _____ of South Central Railway . Vide _____ and the materials handed over to us by the Purchaser as per Contract for the purpose of execution of the said Contract, until such time the materials are duly erected or otherwise handed over to him.

We shall be entirely responsible for the safe custody and protection of the said materials against all risk till they are duly delivered as erected equipment to the Purchaser, or as he may direct otherwise and shall indemnify the Purchaser against any loss damage, or deterioration whatsoever in respects of the said materials while on our possession and against disposal of surplus materials. The said materials shall at all tmes be open to inspection by any officer authorised by the Chief Electrical Engineer, in charge of the Electrical (Department) South Central Railway.

Should any loss, damage or deterioration of materials occur or surplus materials disposed off and a refund becomes due, and the Purchaser shall be entitled to recover from us the full cost as per prices included in Scheduled items to the contract and in respect of other materials, and also compensation for such loss or damage, or deterioration, if any along with the amount to be refunded, without prejudice to any other remedies available to him by deduction from any sum which at any time here after becomes due to us under the said or any other Contracts.

In the event of any loss, damages or deterioration as above said, the assessment of such loss or damages and the assessment of such compensation therefore would be made by the President of India or his authorized nominees and the said assessment shall be final and binding upon us.

Dated this _____ day of _____ 2022
For and on behalf of Messer's _____ (Contractor)

Signature of Witness:

Name of Witness IN BLOCK LETTERS

Address:

FORM 16 (A)

**GURANTEE BOND FOR INDEMNIFICATION OF RAILWAY MATERIALS
(FOR GIVING RAILWAY MATERIALS FOR POH, REPAIRS ETC AT CONTRACTOR'S
FACTORY)**

Against General Manager/South Central Railway/Hyderabad agreement No. _____ dated _____, a contract for _____ (Nature of work) _____ entered into between president of India acting through _____ (hereinafter called contractor), We _____ Bank are holding most in favour and on behalf of Government of India the amount of Rs. _____ (Rs. _____ only) being the security towards cost of raw materials namely _____ at the contractor's factory exclusively for the _____ under the said contract. We _____ Bank hereby undertake to indemnify and keep indemnified the President of India acting through _____ against any loss or damage that may be caused or suffered by the President of India (Government) by reason of any breach by the contractor of any of the terms and conditions of the said contract and performance thereof. We _____ bank agree that the decision of the president of the India whether any breach of the terms and conditions of the said contract or in the performance thereof has been committed by the contractor and the amount of loss/or damage that has been caused or suffered by the president of India (govt.of India) shall be final and binding on us and the amount of said loss or damage shall be paid by us forthwith on demand and without demur to the President of India.

We _____ bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said contract by the contractor till _____ (Date) _____ and that if any claim accrues or arises against us by virtue of this guarantee before the said date, the same shall be enforceable against us the _____ (Name of the Bank), notwithstanding the fact that the same is enforced within six months after the said date provided that notice of any such claim has been given to us _____ Bank) _____ by the President of India before the said date, payment under this letter of guarantee shall be made promptly upon receipt of notice to that effect from the President of India.

It is fully understand that the guarantee is effective from _____ and that we _____ Bank undertake not to revoke this guarantee during its currency without the consent of the President of India (Government) in writing.

We _____ Bank further agree that the President of India shall have fullest liberty without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said contractor and to forebear or enforce any of the terms and conditions relating to the said contract and we _____ bank shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said contractor for any forbearance and or omission on the part of the President of India or any indulgence by the President of India to the said contractors or by any other matter or thing whatsoever which under the law relating to sureties, would but for this provision, have the effect of so releasing us from our liability under this guarantee.

We _____ bank further agree that the guarantee herein contained shall not be affected by any change in the constitution of the Bank or the said contractor.

Dated:

**Seal of the bank &
Signature of the bank Authority**

Witnesses (with address)

1).

2).

SOUTH CENTRAL RAILWAY**Name of the work:****Tender No.****NEFT MANDATE FORM**

To
 SENIOR DIVISIONAL FINANCE MANAGER
 S.C. RAILWAY
 HYDERABAD

Sir,

We prefer to the National Electronic Fund Transfer (NEFT) being followed by South Central Railway (Con) for remittance of our payments using RBI's NEFT scheme. In Confirmation to this, I/We agree to receive our payments being made through the above scheme to our under noted Account.

Sl. No	Details to provide by Tenderer	Details to be filled up by the Tenderer
1	Name of Tenderer	
2	Full postal Address with PIN Code	
3	Email Address of Tenderer	
4	PAN number of Tenderer	
5	Bank's Name & Branch	
6	Full Address of Bank	
7	Name of City	
8	Bank Code No.	
9	Bank Telephone/Fax No. & Email	
10	Bank's IFSC Code for NEFT	
11	Bank's IFSC Code for RTGS	
12	Bank's MICR Code	
13	Tenderer Bank Account Number	
14	Type of Bank Account	
15	Tenderer Name as per Bank Account	
16	Telephone Nos. of Tenderer BSNL/Landline Mobile/Cell Phone Fax Number	

(Tenderer should note that the above particulars are necessarily to be provided for return of EMD, SD & Other payments due, to the tenderer during execution and on Completion of work).

Certified that the above bank particulars of tenderer are correct as per Bank records.

Name & Signature of Bank Official

PROFORMA*1. PLANT & MACHINERY AVAILABLE ON HAND.*

Sl. No.	Particulars of machinery, Plant & equipment	No. of Units	Kind and make	Capacity	Age and Condition	Approx. cost in Rs. in lakhs	Purchase Bill No. & Date and Registration particulars
01	02	03	04	05	06	07	08
A							
B							
C							
Z							

2. PLANT & MACHINERY PROPOSED TO BE INDUCTED FROM OUTSIDE.

Sl. No.	Particulars of machinery, Plant & equipment	No. of Units	Kind and make	Capacity	Age and Condition	Approx. cost in Rs. in lakhs	If to be purchased give likely date of receipt and supplier's Name.
01	02	03	04	05	06	07	08
A							
B							
C							
Z							

SIGNATURE OF THE TENDERER (S):
NAME OF THE TENDERER(S):

LIST OF WORKS ON HAND WITH THE TENDERER

Sl. No.	Name of work	Agreement No. and date	Designation and address of agreement signing authority	Agreement value in lakhs	Bill amount paid so far in lakhs	Due date of completion	Number of extensions taken
Railway works							
A							
B							
C							
D							
E							
Z							
State Govt. Works							
A							
B							
C							
D							
E							
Z							
Public Sector Undertaking Works							
A							
B							
C							
D							
E							
Z							

SIGNATURE OF THE TENDERER:

NAME OF THE TENDERER:

IDENTITY CARD

IDENTITY CARD No.:

DATE OF ISSUE:

CONTRACT AGREEMENT No.:

Space for photo

NAME OF THE CONTRACTOR:

& ADDRESS:

PARTICULARS OF PERSONNEL

- i) Name of the Personnel:
- ii) Date of Birth/Age:
- iii) Personal Identification Mark:
- iv) Permanent Address:

(Signature/Thumb Impression of personnel)

(Signature of Contractor)

(The person who signed the original Tender document or the contract Agreement)

Request letter from Executive branch to Accounts office for Opening of LC

Office Of
DEE/TSMD/MLY,
South Central Railway

Dated: _____

No. _____
The PFA/Sr.DFM/Dy.FA
HQ/Division/Workshop/cost

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

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

- (i) Name of the Contractor/Supplier
- (ii) Vendor Code
- (iii) Address
- (iv) Tender No
- (v) Contract Agreement No
- (vi) Description of Goods/Service
- (vii) Value of Contract
- (viii) Stages of payment
- (ix) Expected payment within 6 months (LC Amount)
- (x) Beneficiary Bank details
 - (a) Bank Name
 - (b) Address
 - (c) Account No
 - (d) IFSC Code

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

(Signature)
Name:
Designation:
(Office Seal)

DOCUMENT OF AUTHORIZATION

Reference: (i) Works contract/Supply Contract

No._____dt_____

(ii) Inland Letter of Credit

No._____dt_____

This document is issued against contract No._____ (FROM IREPS)
_____dt_____ for Supply/work of (Description of GOODS/Work FROM
IREPS)_____.

The beneficiary of the aforementioned Letter of Credit M/s(Name and Vendor Code) _
(vendor code...as per IREPS) is entitled to receive payment. Aggregating
INR.....SSS.....(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 No.(FROM IPAS)_ dt___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						

THIS PAYMENT : _SSS_

LC BALANCE AFTER THIS PAYMENT: _____

(Signature of Authorized Railway Authority)

Name:

Designation:

Office Seal

Annexure –G

The tenderer/Bidder shall fill up the following pro-forma, sign and submit along with the offer or else the offer will not be considered.

TENDERER'S INFORMATION

1.	Name of the contractor, Age, Father's Name & full Address (with proof of address) (copy of the voter's card or house hold card or Aadhar card should be enclosed)	
2.	Electrical Contractor's license No.	
i.	Grade	
ii.	Issuing Authority	
iii.	Validity of license	
3.	For Contact purpose:	
i.	Mobile phone No.	
ii.	Land phone: - Office	
iii.	Fax -No.	
iv.	E-mail address	
4.	Banker's details:	
i.	Bank Account No.	
ii.	Name of the Bank with address	
iii.	Code of the Bank (to arrange contractual payments through electronic fund transfer system)	
5.	PAN No.	
	VAT No.	
6.	Partnership deed should be enclosed if it is not a proprietary firm.	
7.	i. License No. under Contract Labour (Regulation and abolition Act 1970 or building and other construction works Act (BOCW) from Ministry of Labour, if applicable. (copy should be enclosed)	
8	EPF code No. (Copy of registration to be enclosed)	

I hereby declare that I have read the tender conditions and fully conversant with the Rules and regulations issued from time to time by Ministry of Labour Government of India and Government of Andhra Pradesh and I will follow them scrupulously.

Station:
Date :
contractor

Signature of the

CHAPTER – 6

SPECIAL CONDITIONS OF CONTRACT

1.1 GOODS AND SERVICE TAX (GST)

1.1.1 GST would replace taxes currently levied and collected by Centre like Central Excise Duty, Service tax, cess and surcharge so far as they are related to supply of Goods and Services. GST would also replace State Taxes that is within GST like state VAT, Central Sales Tax, Entry tax and State cess and surcharge so far as they are related to supply of Goods and Services. However, seignorage charges, building and other worker welfare cess, IT and IT related cess etc., will continue.

1.1.2 All the bidders/tenderers should ensure that they are GST complaint and their quoted tax structure/rates as per GST Law.

1.2 The responsibility for remitting the service tax/GST lies with the contractor/service provider. In Exceptional cases for certain cases for certain service under reverse charge mechanism may have to be dealt separately by railways.

1.3 Procedure for payment of contractual bills in Railways is as follows (Railway board Lr. No.2016/CE- I/ CT/12/GST/Pt.I, dt: 29.06.17)

(i) With GST act in force, it will be the responsibility of service providers (i.e. contractors) to submit the invoice (bill) on his letter head duly segregating the "Amount of work executed excluding GST amount" and "GST amount" along with Invoice No. (bill No.) and all other details required under GST act.

(ii) In case contractor is registered under GST Act, Railway shall pay to the contractor 'Gross amount of work executed duly deducting all other leviabale taxes like I/Tax, labour cess, royalty etc., as applicable. Contractor shall be liable to pay 'GST amount' to respective authority himself.

(iii) In case contractor is not liable to be registered under GST Act, contractor shall be paid " Amount of work executed excluding GST amount" duly deducting all other leviabale taxes like I/Tax, labourcess, royalty etc., as applicable. Railway shall deposit "GST amount" as well as all other taxes deducted to concerned authorities.

1.4 **TAXES** (Ref: PCE's Lr. No.W.44/B/ Vol. VII dtd 06.12.2017)

(i) The tenderer shall quote the rate by taking into account all the statutory duties/taxes/ GST applicable to the work up to the date of opening of tender.

(ii) Any new impost or revision in the duties/taxes/cess during the original currency of the contract will be to the Railway's account subject to production of Govt. notification and documentary evidence. This will also be applicable for the work done during the extended period, if such extension is on Railway's account.

(iii) However, if the extension of contract period is on account of failure of contractor, no compensation shall be made towards upward revision or imposition of any new taxes.

(iv) Any benefit on account of downward revision of duty either in original contract period or during the extended contract period shall be passed on by the contractor to the Railways.

2.0 WARRANTY:

Supply of items and workmanship as per the IRS, GCC 2022 for works along with corrigendum, Board letter and HQ letters.

During the period of guarantee the contractor shall replace free of cost any parts which may be found defective in the equipment whether such equipment's be of his own manufacture or of his contractors, whether arising from faulty design, material and workmanship. The contractor shall bear the cost of repairs carried out on his behalf by the purchaser at site. In such case, the contractor will be informed in advance of the works proposed to be carried out by the purchaser.

3.0 The contractor shall have to take all precautions to prevent possible accidents due to proximity of adjacent live OHE always in live condition, unless otherwise a power block is granted on the adjacent line, the contractor shall also take all precautions to protect his staff working on running of trains on the working lines/adjacent lines.

4.0 If there is any conflict between special conditions and the general conditions of the contract, the conditions laid down in special conditions will be sustained.

5.0 QUALITY OF MATERIALS AND QUALITY CONTROL:

5.1 All materials used in the execution of the contract shall be of the best quality and of the class most suited for the purpose specified. Components, assemblies and equipments to be obtained from sub-contractors should be from proven source, chosen from the approved list based on RDSO/CORE approved suppliers. The work shall also conform to the following acts, rules, and standard codes of practices.

i) I.S.S.

ii) RDSO specification and Drgs.

All the equipment's/materials covered by this contract shall comply with the Technical specifications and relevant I.S.S. as referred to therein in all respects and shall be adequate to perform the duties for which they are designed.

5.2 Contractor shall not supply any material and equipment more than 15% of agreement quantity from PART- II (Development sources). Minimum 85% of the agreement quantity shall be supplied from PART- I source only.

5.3 All provisions of work shall be of the best quality to the entire satisfaction of the Railway. The contractor shall ensure that the equipment's and services under the scope of this contract, whether manufactured or assembled within the contractor's premises or at his sub-contractor's premises or at the Railway's site or at any other place, are strictly in accordance with the provisions of this contract. For this purpose, the contractor shall adopt necessary quality assurance programme to control such activities at all states. Sr

6.0 INSPECTION:

a. The contractor shall arrange RITES/RDSO inspection requirements for the supply items worth more than Rs.5.0 Lakhs on par with stores supply. The payment for RITES inspection will be done by Sr.DFM/HYB.

b. For consignee inspection, the contractor should take prior approval of the DEE/TSMD/MLY for the brand and supply of material.

6.1 All the equipment's, materials, fittings etc. shall be subjected to inspection by DEE/TSMD/MLY other than items worth more than Rs.5.0 Lakhs on par with stores supply . The inspection officer(s) for this contract shall be nominated by the Railway. The consignee can further check the items after receipt at his depot in spite of RITES inspection.

6.2 The contractor shall provide, without any extra cost to the Railway all materials, equipments, tools, labour and maintenance of every kind with necessary testing facilities which the Railway or the Inspecting Officer may consider necessary for any test and examination to be made at the contractor's or sub-contractor's premises and at site and shall pay all costs attended thereon.

Vide Rly. Board letter No. 2000/RS(G)/379/2 Dt : 6-9-2017 and CEE/SCs letter No. E.29/P/Vol. XIDt. 27-09-2017 the following Two clauses are included.

7.0 In all matters of dispute the decision of the Divisional Railway Manager, Hyderabad division shall be final and binding.

8.0 PROVISIONAL ACCEPTANCE:

(a) Immediately after completion of works, the Contractor shall certify and advise the Purchaser in writing that the section is (i) complete (ii) ready for satisfactory commercial service and (iii) ready to be handed over. He will also place at the disposal of the Purchaser the required staff for checking it and putting it into operation.

(b) As per the specification excluding power collection tests which would be carried out subsequently in connection with the taking over by the Purchaser of the equipment and installations shall be carried out jointly by the Purchaser and the Contractor within a month after the receipt of the Contractor's notifications, as stated in sub para above.

(c) After inspection and satisfactory conclusion of tests and when the Purchaser is satisfied with the satisfactory working of the installations he will issue a provisional acceptance certificate which would be signed by both the parties. The provisional acceptance certificate will not be withheld for any minor defects.

(d) Should the result/s of inspection and the test/s be not satisfactory, and extension of one month will be granted to the Contractor to make good the defects and deficiencies, pointed out by the Purchaser, fresh inspection and test will then be carried out after the Contractor has attended to the defects and deficiencies. If these tests are also not satisfactory, the Purchaser may proceed at the Contractor's expenses by all means deemed expedient, to have the installation made satisfactory until they comply with the specifications, and approved drawings and designs.

(e) In such a case, or in case of delay in completing the work under this contract within the time limit the Purchaser reserves the right if he deems it possible to use in a reasonable manner any section or any part of the section even if some installations of the sections are not completely erected, the Purchaser will give to the Contractor for this purpose seven days previous notice.

(f) The Contractor shall then take at his own expense all necessary steps to complete the works in accordance with the provisions of the contract. In case it becomes impossible to proceed with the above mentioned taking over tests, for reasons other than for which the Contractor is responsible, the " Provisional Acceptance Certificate " shall be issued at or within a mutually agreed reasonable period not exceeding three months after completion of the relevant section as indicated in sub para/s above.

NOTE:

(1) Provincial Acceptance Certificate for the work will be issued immediately after all tests (excluding power collection tests) are completed to the satisfaction of the Purchaser. Should the Purchaser be unable to complete the tests and energisation of the line within a reasonable time which shall not exceed one month from the date of Contractor's notification, the issue of provisional acceptance certificate shall not be delayed and shall be issued within a maximum time of two months after notification has been given. The power collection tests shall normally be carried out for the entire Section within two months of the date of energisation of the siding.

(2) The issue of Provisional Acceptance Certificate shall not be withheld for rectification of minor defects, which may reasonably be considered not essential for Energisation, and operation of installation. In such cases, only the value of materials and cost of rectification of minor defects shall be withheld from the payments of Provisional Acceptance until rectification is completed.

9.0 FINAL ACCEPTANCE:

(a) The final acceptance of the entire equipment installed on the group shall take effect from the date of expiry of the period of guarantee. The expiry of the last of the respective periods of guarantee of

various sections for which provisional acceptance certificates are issued or brought into commercial operation, provided in any case that the Contractor has complied fully with his obligations.

(b) If on the other hand the Contractor has not so completed with his obligation, the Purchaser may either extend the period of guarantee in respect of the section until the necessary works are carried out by the Contractor or carry out those works or being them carried out sumoto on behalf of the Contractor at the Contractor's expenses.

After expiry of the period of guarantee for each section, a certificate of final acceptance for the section shall be issued by the Purchaser and the last of such certificate will be called the last and final acceptance certificate. The contract shall not be considered as completed until the issue of final acceptance certificate by the Purchaser.

© The Purchaser shall not be liable to the Contractor for any matter arising out of or in connection with the contract or execution of the work unless the Contractor shall have made a claim in writing the respect there of before the issue of final acceptance certificate under this clause.

(d).Not withstanding the issue of final acceptance certificate, the Contractor and the Purchaser (subject to sub-clause as above) shall remain liable for fulfillment of any obligation

incurred under the provision of the contract prior to the issue of final acceptance certificate which remains unperformed at the time such certificate is issued and for determining the nature and extent of such obligation the contract shall be deemed to remain in force between the parties here to.

10.0 DEDUCTION OF INCOME TAX AT SOURCE:

In terms of new Section 194-C inserted by the Finance Act 1972, in the income tax Act 1961 the Railway shall at the time of arranging payments to the contractor and/or sub contractor (in the case of sub contractor only when the Railway is responsible for payment of consideration to him under the contract) for carrying out any work (including supply of labour for carrying out any work) under the contract be entitled to deduct income tax at source on Income comprised in the sum of such payments. The deduction towards income tax to be made at source from the payments due to non-residents shall continue to be governed by Section 195 of the Income Tax Act 1961.

No Income Tax will be deducted by the Railway on payments made for supply of materials where such value of supply portion is distinct and ascertainable such as supply of Timber, tiles, bricks, ballast including track/ballast etc. The deductions towards Income Tax to be made at source from the payment due to non/residents shall continue to be governed by Section 195 of the Income Tax Act 1961.

11.0 Levy of conservancy cess charges will be recovered from the contractor bills for the labour engaged as per GM/Medical Ir.No.MD/120/2/8 of 13.8.99 communicated by Dy. Director (Engg. Rly. Bd No. F (X/1/95/1/1/New Delhi dt.1.10.99).

12.0 IMPLEMENTATION OF LABOUR LAWS:

The contractors should obtain license under contract labour (regulation and abolition) Act for 20 or more workers and under BOCW Act for less than 20 workers. Payments for the works executed shall be done only on submission of requisite labour license from Asst. labour commissioner/Hyderabad.

13.1 IMPLEMENTATION OF THE BUILDING AND OTHER CONSTRUCTION WORKERS (RECS) ACT,1996 AND THE BUILDING AND OTHER CONSTRUCTION WORKERS WELFARE CESS ACT, 1996 IN RAILWAY CONTRACTS.

The tenderer for carrying out any construction work in AP must get themselves registered from the registering officer under section-7 of the building and other construction workers Act, 1996 and rules made there to by the AP Govt. and submit certificate of Registration issued from the registering officer of the AP (labour department). For enhancement of this Act, the tenderer shall be required to pay cessat 1% of cost of construction of to be deducted from each bill. Cost of material shall be outside the purview of cess, when supplied under a separate schedule item.

13.2 ISSUE OF IDENTITY CARDS BY CONTRACTOR:

13.2.1 The contractor should issue identity card to each and every person employed by him and deployed for execution of the subject contract work to this tender/ contract. Failure on the part of the contractor to issue identity cards to their employees will be treated as breach of contract conditions therefore, will be dealt as per relevant clause of GCC.

13.2.2 It is mandatory on the part of every person deployed by the contractors to keep in his possession the identity card issued by the contractor throughout the execution of the work. Failure to possess such Identity Card will be treated as unauthorized presence in the Railway premises.

13.2.3 It is mandatory for the contractor, to submit the list of the persons issued with the identity cards and deployed for execution of the contract to the Railway's Engineer at site before commencement of the work and also for any subsequent change made during the execution of the work.

13.2.4 No claims, whatsoever arising out of implementation of special conditions pertaining to issue of identity cards shall be admissible.

13.3 UNIFORM:

The contractor should provide Proper Uniform including Helmet and Safety shoes to his personnel who are working for the above subject work for easy identification. They should wear perforated Retro Reflective Jackets as decided by DEE/TSM/MLY/SCR.

14.0 SAFETY PRECAUTIONS:

14.1 The contractor shall remain fully responsible for ensuring safety and in case of any accident, shall bear full cost of all damages to the equipment and men and also all damages direct or indirect, to Railway and its passengers and for detention of trains.

14.2 The contractor shall abide by all instructions issued by the Railways from time to time in connection with protection/safety of track/railway installations/personal as well as quality control. The contractor should not leave the excavated pits unfilled overnight. Due to any reason if it becomes necessary to leave the pit unfilled over night, it should be filled back effectively with sand bags to the satisfaction of the purchaser's representative.

15.0 MODIFICATION TO CLAUSE 63 & 64 OF GENERAL CONDITIONS OF CONTRACT

15.1 The Provision of Clause 63 and 64 of the General Conditions of Contract will be applicable only for settlement of claims/disputes, for values less than or equal to 20% of the original value (excluding the cost of materials supplied free by Railway) of the contract or 20% of the actual value of work done (excluding the value of the work rejected) under the contract, whichever is less. When claims/disputes are of value more than 20% of the value of original contract or 20% of the value of actual work done under the contract, whichever is less, the contractor will not be entitled to seek such disputes/claims for reference to arbitration and the provisions of Clause No. 63 & 64 of the General Conditions of Contract will not be applicable for referring the disputes to be settled through arbitration.

15.2 The Contractor shall furnish his quarterly statement of claims as per Clause 43(1) of General Conditions of Contract. But the Contractor should seek reference to arbitration to settle the disputes only once, subject to the conditions as per para above.

15.3 These Special Conditions shall prevail over the existing Clause 63 & 64 of general Conditions of Contract.

15.4 This tender/contract is governed by the general conditions of the contract- 2022 of Railway amended from time to time up to date

16.0 RAILWAY SUPPLY:

If any material not included in the schedule/supply in contractual portion/quantum of work which is required for execution will be supplied by Railways at the nearest depot.

17.0 CERTIFICATE OF INSPECTION AND APPROVAL:

- a) No equipment/ stores will be considered ready for erection until the Railway or the Inspecting Officer nominated by it, shall have certified in writing that they have been inspected and approved by him. Proof loading of all the components coming under tension will be done before erection by the inspecting official.
- b) The Inspecting Officer or his authorized representative shall have, at all reasonable time, access to the contractor's premises and shall have power to:
 - i. Inspect and examine the materials and workmanship of the work, at any time during the manufacture at the manufacture's premises or in the premises of the contractor or sub-contractor or at the site of erection.
 - ii. Certify before any equipment's is submitted for inspection that it cannot be in accordance with the contract owing to unsatisfactory method employed.
 - iii. Reject any part of the work submitted by the contractor as not being in accordance with the contract.
 - iv. Reject the whole of the work including equipment tendered for inspection, if after the inspection of such portion as he may, in his discretion, think fit, he is satisfied that the same is unsatisfactory.
 - v. Mark rejected equipment with rejection mark so that the same may be easily identified.
 - vi. Re-inspect at the time of erection, at site any equipment both previously inspected and approved by the inspecting officer at the contractor's or Sub-contractor's premises not with-standing any approval given earlier, the contractor shall make good such rejections made, based on such re-inspection at site to the satisfaction of the Engineer. The ultimate responsibility for correct supply/execution of work shall rest with the contractor unless the Railway insists an option of his designs in spite of the contractor not being agreeable to it.

18. PRICES AND PAYMENT

1. SCOPE:

This Chapter deals with prices to be paid for various items of work or for supplies and other amounts payable in accordance with accepted schedules of prices and rates and terms and conditions of payment mentioned herein. This is a works contract. The total prices for the completed items of work are the actual prices payable to the Contractor as per the terms and condition of the Contract.

PAYMENT TERMS:

- 1. 60% of the payment shall be made on the proper DMTR of the supplied items by the consignee SSE/Incharge.**
- 2. 30% of the payment shall be made after successful commencement of the installation.**
- 3. 10% of the payment shall be made after a period of 24 months of the date of commissioning on completion of the warranty period.**

2. SCHEDULE OF PRICES:

- I. Prices for the items covered in schedule of prices are based on rates specified as Schedule items. The tenderers have to quote a percentage at par/ Below /Above the prices of items in Schedule.
- II. All prices shall be firm irrespective of minor variations in basic quantities and use of alternative types approved by the purchaser. Minor changes in basic designs shall not affect unit prices as long as such changes are mutually agreed to by purchaser and the contractor. The contractor shall carefully note the items of materials, equipment's, fittings and components which will be supplied by Railways.
- III. The prices shall include provision for wastage in transit and erection. The prices shall include all incidental charges for transport, loading, un-loading and handling of materials. The prices shall include insurance premia under the emergency risks, all taxes, duties, levies etc.

3. ON ACCOUNT AND PROGRESS PAYMENTS:

- a) 80% payment will be made on supply portion of materials in full quantity against item wise in price shedule.
- b) 94% payment will be made on completed portion of work against erection portion of scheduled items.
- c) The balance payment which was deducted from each bill will be made as final bill after completion of entire work and after reconciliation of materials.
- d) The security deposit and performance guarantee will be released as per General Conditions of the Contract.

4. Payment through Letter of Credit (LC) in IREPS:

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

- (n) Any number of bills can be dealt within one LC, provided the sum total of payments to contractor is within the amount for which LC has been opened.
- (o) The LC shall be closed after the release of final payment including PVC amount, if any, to the contractor.
- (p) The release of Performance Guarantee or security deposit shall be dealt directly by railway with the contractor i.e., not through LC.

vi. For opening of LC, executive department shall make a request letter to concerned Accounts Department on a format, places as **Annexure – E**.

d) Condition in Payment of wages & Minimum wages Act:

An application has been developed and hosted on website www.shramikkalyan.indianrailways.gov.in. Contractor shall register his firm/company etc, and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/updation of portal shall be done as under:

- a) Contractor shall apply for 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 on the portal within 7 days of receipt of such request.
- b) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all LOAs issued in his favour.
- c) The contractor once registered on the portal, shall provide details of his Letter of Acceptance (LOA)/Contractors Agreements on shramik kalyan 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 the contractor within 7 days of receipt of such request.
- d) After approval of LOA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramik kalyan portal on monthly basis.
- e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period. While processing payment of any "On account bill" or 'final bill' or release of 'Advances or performance Guarantee/Security deposit', contractor shall submit a certificate to the Engineer or Engineer's representative that " I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramik kalyan portal at www.shramikkalyan.indianrailways.gov.in 'till _____ Month _____ Year".

{Authority: Rly. Board Lr.No.2018/CE-1/CT/4, dt:17.10.2018.}

SPECIAL CONDITIONS

1. Every effort has been made by the Railways to cover all the items required for executing the work. These items might have either been covered explicitly or implicitly in the specification, scope of work and tender schedules, the tenderer shall however, provide free of cost all such items that may be required for proper execution, commissioning and performance of the equipment supplied and wiring installations carried out by them whether they are mentioned explicitly or implicitly in the specification or not. No extra claim whatsoever will be entertained by the Railways for such items provided by the contractor for proper execution or for ensuring satisfactory performance of the installations provided by them under this contract.

2. The scope and specifications of all items to be supplied have been covered in this tender document. However, if the specification of any item is not specifically covered in the tender schedule, the decision of the DEE/TSMD/MLY shall be final and binding. The rates for such items shall be reasonable and comparable with the latest accepted rates or the rates prevailing in the market, duly verified through official portals or other sources suggested by the Railway Administration.

Agreement: The tenderer should note that they have to execute an agreement embodying all the terms and conditions immediately from the date of receipt of Letter of acceptance. The tenderer has to submit 6 agreement copies duly signed by him to DEE/TSMD/MLY office. A specimen copy will be supplied to the successful contractor on payment of P.G.

Note:

- a. The contractor shall submit proof of purchase with manufacturer's guarantee if any for the items supplied by them.
- b. **Validity of Tender is 60 Days.**

Completion Period: *The works are required to be completed within a period of **12 (Twelve) Months** from the date of issue of acceptance letter.*

CHAPTER – 6.
SCOPE OF WORK AND TECHNICAL SPECIFICATION

MODIFICATION SHEET No. RDSO/PE/MS/EMU/002, 2024 (Rev-01)

1. TITLE:

Modification sheet for fault indication (LED indication) on failure of Air Spring in conventional EMU/MEMUs

2. OBJECTIVE: The contractor in any case should not deviate from the Modification and safety instructions given by RDSO if any must take the prior approval of the DEE/TSMD/MLY.

- a) In the event of failure of air spring assembly, an emergency rubber spring provided in the air spring assembly acts as suspension element and carries the affected vehicle for a certain distance without suffering any self-damage or any further damage to the air spring which will make them unfit for further use. This situation is likely to arise occasionally in the service life of the coaches.
- b) In order to identify this type of situation going unnoticed leading to permanent damage to the air spring (being a costly item) and to inform the driver to reduce the train speed as per instructions for failure of air spring, air spring failure indication system is required to be provided. This is achieved by the provision of a Pressure switch for sensing air spring failure and indicating the same to the driver by an LED lamp on the desk. Also LED lamps on each coach will help the driver identify the fault location, thereby reducing checking time by the driver/guard.
- c) At present, there is no fault indication (LED indication) on failure of Air Springs in conventional AC EMUs/MEMUs to alert the crew. Hence, to arrest this issue, a fault indication (LED indication) on failure of Air Spring is required.

AIR SYSTEM:

Compressed air supply to the air spring assemblies in all coaches is provided through the main reservoir (MR) pipe which is supplied from main compressor provided in the motor coach. To maintain continuous supply of compressed air, an auxiliary air reservoir is provided. A levelling valve is provided for each air spring to regulate the supply of air at a pressure of 2.5 kg/cm² approx. (depending upon coach weight and load). Two air springs of the same bogie are connected through a duplex check valve set to act at a pressure differential of 1.5 kg/cm².

PROPOSED ELECTRICAL SYSTEM:

Pressure switches are to be connected to pneumatic pipeline feeding each air spring. Control supply of 110 VDC (wire no. 14) is to be fed to the NO contact of Pressure switch through fault indication MCB and driver's key switch. In the event of failure of any one or more of the air springs in any coach, reduced pressure existing out of self-damage leads to deflation of the air spring. This lower pressure is sensed by the Pressure switch mounted near the air spring. The corresponding Pressure switch closes and the air spring failure indication lamp (LED-Red) in driver's desk as well as the LEDs on the coaches glow.

energizing once will glow with both driver's key switch and fault indication MCB in ON condition.

PRESSURE FOR INDICATING FAULT OF AIR SPRING:

The pressure value for air spring failure indication system for identifying the air spring failure is kept as 1.1 (± 0.1) kg/cm² or lower.

DESCRIPTION OF SYSTEM OPERATION:

INITIAL OPERATION:

If the air springs are in deflated condition for any maintenance purpose (handling preparation of the train for service), air pressure in the air spring is to be built to a value of 2.5 kg/cm². In this time gap, the air spring failure indication lamp in driver's desk may glow temporarily due to closing of pressure switch because of reduced pressure in the air spring.

The air spring is inflated by supply of required amount of compressed air through leveling valve. The air spring failure indication lamp in driver's desk shall become OFF due to operation of the pressure switch when once the air pressure in air spring reaches about 2.0 kg/cm².

However, if the air spring failure indication lamp in driver's desk continues to glow even when the pressure value reaches > 2.0 kg/cm², it indicates failure of air spring fault indication system. Accordingly, reason for glowing the failure indication lamp is to be explored and suitable action to be taken for readiness of Air Spring Deflation Indicator System before putting the rake in service.

NORMAL OPERATION:

The air spring failure indication lamp does not glow since the pressure switch is open, thus indicating normal working condition.

FAILURE OPERATION:

When the pressure in any one of the air springs drops to 1.1 (± 0.1) kg/cm² or lower (either on account of leakage or disruption in air supply), the pressure switch of the corresponding air spring closes.

The air spring failure indication lamp (LED – Red) in driver's desk glows due to closing of pressure switch. Also LED lamps of the corresponding coach will glow.

The indication system provided in cab is general for failure of any one or more air spring in the rake and not for any particular air spring. However, location & positioning of the failed air springs may be traced/identified manually with the help of failure indication lamps provided on the respective coaches.

ACTION REQUIRED BY CREW IN THE EVENT OF FAILURE OF AIR SPRING ASSEMBLY:

After noticing the fault indication (indication lamp on driver's desk), following activities need to be performed by crew member:

a) Train speed to be reduced to predetermined restricted speed as per latest instruction of

restricted speed after failure of air spring.

- b) All concerned should be informed.
- c) Failure of air spring to be logged in log book.
- d) Issued operating instructions during air spring failure to be followed.

ACTION REQUIRED BY CREW IN THE CASE OF MALFUNCTIONING, SHORT CIRCUIT/SYSTEM FAULT OF "AIR SPRING DEFLATION INDICATION SYSTEM":

- a) If after inspection of rake, no air spring is found in deflated condition and the air spring failure indication LED continuously glows, crew member should isolate the air spring deflation indication circuit through 2.5 Amp MCB (OFF).
- b) All concerned should be informed.
- c) Malfunctioning, short circuit/system fault of air spring deflation indication system to be logged in log book.

3. WORK TO BE CARRIED OUT:

The pressure switch is to be mounted near the air spring.

- a) 04 nos. Pressure switches per coach are to be provided which are to be physically mounted on bogie/bogie, pneumatically connected to air pressure of air spring and electrically connected as per the diagram enclosed.

(The actual mounting arrangement of a pressure switch and associated pneumatic connection is enclosed as Annexure-II (Drawing no. ICF/SK3-3-5-046). Any variation in the existing pneumatic layout may be taken care of at the workshop/shed level without changing the logic of pneumatic layout. No welding works is to be done for fixing the pressure switch; a fixture is to be provided for fixing the pressure switch so that it can easily be replaced if required.)

- b) Positive feedback via C-5 train line wire is to be provided to the pressure switch and return feedback goes through C-15 train line wire or any other spare train line wiring feed to indication lamp.
- c) In both side driving cabs, existing spare LED indications are to be utilized for fault indication in case of air spring fault detection.
- d) On both sides of each coach, indication LED is to be provided for easy identification of faulty air spring, whose connection is to be done as per enclosed schematic diagram.
- e) Proper cable bunching and numbering of the cable which is required in the fault indication circuit is to be done. As during rake formation motor coaches get interchanged, cable numbering is required for easy troubleshooting and detection of cable.
- f) Earth fault protection system is to be provided using MCBs of rating as mentioned in circuit diagram in driver's cab as well as each coach so that circuit can be isolated in case of any earth fault in the air spring fault detection system.

Note:

2.5 Amp MCB is for the isolation of air spring indication circuit from driving cab where spare train line wire is available for its insertion. Switching off of 2.5

In EMU/MEMU where spare train line wire for 2.5 amp MCB is not available, the 2.5 A MCB may be omitted. The optional circuit is indicated within the dotted lines in the circuit

enclosed as Annexure-I. However, in this case, air spring indication circuit can be isolated through 1 amp MCB of each coach.

g) Cable routing for failure indication lamps on driver desk is to be done.

4. APPLICATION:

This modification shall be carried out in all coaches of conventional AC EMUs/MEMUs.

5. MATERIAL REQUIRED:

a) Pressure Switch broadly conforms to following:

Cut in: 1.1 ± 0.1 bar

With display with adjusting screw

1 SPDT (1NO + 1NC) Micro switch

Range: 0 – 6 bar (set points adjustable throughout the range)

Switching Differential: 0.20 bar or adjustable

Process Connection: Suitable adapter to connect pneumatic hose as per ICF Drawing no. ICF/SK3-3-5-046 enclosed as Annexure

Direct Mounting

Cable Gland: PG13.5 or similar

Sensor: SS316L Bellows with SS316L (or similar) wetted parts (where applicable)

Repeatability: $\pm 0.5\%$ FSR

Scale Accuracy: $\pm 1.0\%$ FSR

Over Pressure: 12 bar (minimum)

Burst Pressure: 25 bar (minimum)

Enclosure Protection: Weather Proof IP-66 (minimum)

Shock and vibration test as per IEC 61373

Accessories: adapter, cable gland, enclosure, pin socket & plug connectors etc.

b) LED Lamp indication in driver's cab

c) Total 2 Nos. LED indication lamp in each coach (1 no. in each side of coach) of IP-65 protection, red colour

d) MCB 2.5 Amp, MCB 1.0 Amp

e) 1 No. Diode of suitable rating in each coach

f) Associated wires & connectors

g) Associated pneumatic connections

6. MATERIAL RENDERED SURPLUS: Nil

7. REFERENCES:

(i) Railway Board's letter no. 2020/Elect(G)/113/1 dated 21.09.2023

- (ii) Carriage dte note no. MC/EMU/Mainline dated 08.12.2023
- (iii) SCR letter no. E.21/MOVE/EMU/MEMU/MI/IV dated 30.07.24
- iv) Letter no. ECT/10th Engg. meet held on 07.08.2024 issued vide no. ECR/EMU/256 dated 30.08.2024

8. MODIFICATION DRAWINGS:

All are attached RDSO schematic diagram as Annexure-I & Drawing no. ICF/SK3-3-5-046 as Annexure-II.

9. AGENCY OF IMPLEMENTATION:

All Conventional AC EMU/MEMU Workshops/Sheds during POH.

10. DISTRIBUTION: As per the Mailing List.

Note: Unit Rate all are inclusive of all taxes

NOTE:1	
1	All the tenderers are requested to verify the specifications and Drawings in DEE/TSM/MLY office during working hours in all working days. (if any)
2	The rates quoted shall be NET and FIRM inclusive of all taxes, duties, transport charges etc.,
3	The rates shall also be inclusive of accessories, fittings.
4	All the released materials should be handed over to Railways Section Engineer in charge safely at his Stores/Depot.
5	The tenderers are requested to inspect the site before quoting.
6	The contractors are requested to visit the site before procurement of cables to asses the exact requirements of cables.
7	Tenderers must specifically mention the brands offered and relevant technical details, specifications, catalogues and leaflets etc., wherever applicable should invariably be enclosed so as to evaluate their offers.
8	The exact location of the work will be shown by the Engineer at site.
9	All damages during the work shall be made good by the contractor at his own cost.
10	All the fittings/equipments should be approved makes only as per approved list, if not mentioned for any item in approved list, prior approval of DEE/TSM/MLY should be obtained before procurement.
11	All the wiring work, Wood work, Tools supply, Audio system work, Materials supply portion should be carried out as per specifications given.
12	The RITES inspection fee as charged shall be borne by contractor. (wherever applicable)
13	We agree to abide by the extent rules and regulations of Railways stipulated under item 1 to 40 of general conditions of the contract and also the rules laid down in the special conditions of the contract.
14	The quantities shown in above Schedule are approximate and are as a guide to give the tenderer(s) an idea of quantum of work involved. The Railway reserves the right to increase/ decrease and/or delete or include any of the quantities given above and no extra rate will be allowed on this account.
15	If required Change of location will be decided by Tender Accepting authority.
