

Corrigendum no.3

Sub: Balance General Service works in connection with construction of station buildings, service buildings, New platforms, New FOBs, staff quarters etc for Panvel – Karjat suburban corridor project.-

- i) Tender Reference no: MRVC/W/EL/GS/PNVL-KJT/Balance works dated 28.05.2026.
- ii) Corrigendum no2 dated 13.06.2026.

In connection with above subject work, corrigendum is being issued for Special Limited Tender for change in the bid documents.

S.No	Earlier floated Bid documents	Revised Bid documents
1	(ONE-ENVELOPE TENDERING PROCESS with e Procurement) Asian Infrastructure Investment Bank	(Single packet Tendering system of Procurement of Works through E-Tendering)-Railway funded project



MUMBAI RAILWAY VIKAS CORPORATION LTD

Request for Tender

(Single packet Tendering system of Procurement of
Works through E- Tendering)

**Balance General service Electrical works of station
buildings, service buildings, New platforms, New
FOBs, staff quarters, etc. for Panvel-Karjat
suburban corridor**

IFB No. MRVC/W/EL/GS/PNVL-KJT/Balance works

**Mumbai Railway Vikas
Corporation Ltd. 2nd Floor,
Churchgate Station Building,
Churchgate, Mumbai
Tel. 022-22626075, Fax. 022-22096972**

Mumbai Railway Vikas Corporation Ltd.

INVITATION FOR BIDS (IFB) (Single Packet System – e-bid)

IFB No. MRVC/W/EL/GS/PNVL-KJT/Balance works

MUMBAI RAILWAY VIKAS CORPORATION LTD. (MRVC), having its corporate office at 2nd Floor Churchgate Station Building, Churchgate, Mumbai – 400020, India which is a Public Sector Undertaking of Government of India under Ministry of Railways (MoR) incorporated under Companies Act 1956, invites E- bids under :

S.no No	Name of Work	Tender Security (₹)	Period of Completion
1	Balance General service Electrical works in connection with construction of station buildings, service buildings, New platforms, New FOBs, staff quarters, etc. for Panvel-Karjat suburban corridor.	₹ 38,40,100/- (Rupees Thirty-Eight Lakhs Forty Thousand One Hundred only)	45 days

- ~~Bidders are advised to note the eligibility and minimum qualifying criteria specified in the Instruction to Bidders and Section 3 “Evaluation and Qualification Criteria” of bid document-~~
Not applicable.
- Bidder will be able to submit the original /revised bids up to closing date and time only. This being e-Tender, manual/physical submission of offer is not permitted. ~~Payments against this bid towards bidding document cost shall be made only through payment modes available on E-PROCUREMENT portal like net banking, Debit Card, Credit Card etc. Manual payments through Demand Draft, Banker Cheques, Deposit Receipts, FDR etc. are not allowed.~~
- Bidders are required to deposit ‘ Bid security’ as indicated in Section- 2, Bid data sheet.
- Bidding Documents and relevant details about this e-bid and for online participation in E-Bid are available on website <https://eprocure.gov.in>

~~Please note that if any drawings are referred in the bid document, the cost of such drawings shall be considered included in the cost of bidding documents. For viewing the drawings and to have a copy of the same, the tenderer can contact this office on any working day. It will be the responsibility of the bidder who is submitting the bid on downloaded bidding documents to check and see any addendum/Corrigendum issued in this regard from the website from time to time and ensure submission of bid along with all addendum/Corrigendum.”~~

- Tender document is also available for information on official website of MRVC www.mrvs.indianrailways.gov.in. However, Tenderer must submit the offer only on e-procurement website <https://eprocure.gov.in>. For submission of the Tender, the Tenderer is required to have Digital Signature Certificate (DSC) from one of the Certifying Authorities

(CAs), authorized by Government of India for issuing DSC. Tenderers can see the list of licensed CAs from the link (www.cca.gov.in). Aspiring Tenderers who have not obtained the user ID and password for participating in e-procurement in this Project, may obtain the same from the website: <https://eprocure.gov.in>.

- f. **Pre-bid Meeting:** Not applicable.
- g. **Make in India:** Shall apply as mentioned in bid documents.
- h. **Date of Receipt and opening of Bids:** The completed Bids shall be submitted electronically online on web site <https://eprocure.gov.in>. not later than **15:00 hrs** on **25/06/2026** and the Bids shall be opened at **15.30 hrs.** on the same day in the presence of Bidders who choose to be present at the address mentioned below at i.
- i. **Address for Communication:** Interested Bidders may obtain further information from the following address:

Chief Manager (Project-Electrical)

Mumbai Railway Vikas Corporation Limited
New Administrative Building, D N Road
CSMT, (opposite to Anjuman School) MAHARASHTRA 400001 , India.
Phone – 91 - 22 –22626252, Mob-7700938454 (Dy CEE).
Fax: - 91 – 22- 22096972
cmelectrical@mrvc.gov.in

Bank details of MRVC account for depositing Cost of Tender security:

- a. Name of Beneficiary : Mumbai Railway Vikas Corporation Limited
- b. A/C No. : 36038784315
- c. IFSC Code : SBIN0001821
- d. Name of Bank : State Bank of India
- e. Name of Branch : Churchgate, Mumbai
- f. MICR Code : 400002018
- g. Type of Account : Current



STANDARD BIDDING DOCUMENT

FOR

**Single Packet System
of
Procurement of Works through E-
Tendering**

Dated 19.06.2026

Mumbai Railway Vikas Corporation Ltd.

2nd Floor, Churchgate Station Building,

Churchgate, Mumbai

Tel: +91-22- 22014626, Fax : +91-22- 22195356

The Bidding Document consists of following sections:

PART I: Bidding Procedures

Section 1: Instructions to Bidders (ITB)

Section 2: Bid Data Sheet (BDS)

Section 3: Evaluation and Qualification Criteria (EQC)

Section 4: Bidding Forms (BDF)

PART II: Work's Requirements

Section 5: Work's Requirements (WRQ)

PART III: Conditions of Contract and Contract Forms

Section 6: General Conditions of Contract (GCC)

Section 7: Special Conditions of Contract (SCC)

Part A: Contract Data (CD)

Part B: Specific Provisions (SP)

Part C: Special Conditions (SC)

Section 8: Contract Forms (COF)

PART IV: Bill of Quantities (BOQ)

Section 9: Bill of Quantities (BOQ)

ACRONYMS

AIIB	Asian Infrastructure Investment Bank
CIF	Cost, Insurance and Freight
CORE	Central Organization for Railway Electrification
EDI	Electronic Data Interchange
EMU	Electrical Multiple Unit
ENAA	Engineering Advancement Association of India
EXW	Ex Works, or Ex Warehouse
FDR	Fixed Deposit Receipt
FIDIC	Federation International Des Ingenious Counsels (International Federation of Consulting Engineers)
FOB	Free On Board
FP	Feeding Post
IEC	International Electro Technical Commission
IDA	International Development Association
IS	Indian Specification
IR	Indian Railways
JV	Joint Venture
MRVC	Mumbai Railway Vikas Corporation
MUTP	Mumbai Urban Transport Project
OHE	Over Head Equipment
RDSO	Research Designs and Standards Organisation
SCADA	Supervisory Control and Data Acquisition
SFMS	Structure Financial Messaging System
SP	Sectioning Post
SSP	Sub Sectioning Post
RKM	Route Kilometre
TKM	Track Kilometre
T&P	Tools & Plants
TSS	Traction Sub Station
UNCITRAL	United Nations Commission on International Trade Law
UNDB	United Nations Development Business

Specific Procurement Notice (SPN)

Procurement of Works

(SINGLE-ENVELOPE TENDERING PROCESS)

Country: India
Employer: Mumbai Railway Vikas Corporation Ltd.
Project: Mumbai Urban Transport Project (MUTP)-III
Contract title: Balance General service Electrical works in connection with construction of station buildings, service buildings, New platforms, New FOBs, staff quarters, etc. for Panvel-Karjat suburban corridor.
Tender No: MRVC/W/EL/GS/PNVL-KJT/Balance works
Issued on: 13/06/2026

1. The Government of India has applied for financing from Asian Infrastructure Investment Bank (AIIB) toward the cost of the **Mumbai Urban Transport Project (MUTP)-III** and intends to apply part of the proceeds toward payments under the contract for “**Balance General service Electrical works in connection with construction of station buildings, service buildings, New platforms, New FOBs, staff quarters, etc. for Panvel-Karjat suburban corridor**”.
2. The Mumbai Railway Vikas Corporation (MRVC) Ltd. now invites sealed tenders from eligible Tenderers for “**Balance General service Electrical works in connection with construction of station buildings, service buildings, New platforms, New FOBs, staff quarters, etc. for Panvel-Karjat suburban corridor**” as detailed in the Table below.

S.No No	Name of the Work	Completion Period
1.	Balance General service Electrical works in connection with construction of station buildings, service buildings, New platforms, New FOBs, staff quarters, etc. for Panvel-Karjat suburban corridor	45 Days

3. Interested eligible Tenderers may obtain further information from Chief Manager (Project-Electrical), Mumbai Railway Vikas Corporation Ltd. (E-mail: cmelectrical@mrvc.gov.in) and inspect the Tender document during office hours from 10:00 to 17:00 hrs. at the address given below at Sr. No. 12.
4. The Tender Document in English is available online on <https://eprocure.gov.in> from **19-06-2026 to 25-06-2026** for interested eligible tenderers. Tenderers will be required to register on the website. The Tenderer would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated. Tender document is also available for information on official website of MRVC

www.mrv.c indianrailways.gov.in. However, Tenderer must submit the offer only on e-procurement website <https://eprocure.gov.in>.

5. Tenders must be delivered to the address below on or before 15.00 Hrs of 25-06-2026. Electronic tendering will be permitted. Late Tenders will be rejected. Tenders will be publicly opened in the presence of the Tenderers' designated representatives and anyone who chooses to attend at the address below.
6. All Tender must be accompanied by a Tender Security of the amount specified for the Work in the table below, drawn in favour of "Mumbai Railway Vikas Corporation Ltd." Tender security will have to be in any one of the forms as specified in the Tender document and shall have to be **valid for 45 days** beyond the validity of the Tender. (The original tender security documents in approved form shall be submitted as per the procedure described in paragraph 8 below).
7. The Tenderers are required to submit (a) original tender security in approved form, (b) original affidavit regarding correctness of information furnished with tender document and (c) Power of Attorney (POA) for Authorized Signatory, with Chief Manager (Project-Electrical), Mumbai Railway Vikas Corporation Limited, New Administrative Building, D N Road, CSMT, (opposite to Anjuman School) MAHARASHTRA 400001, India before the Tender opening deadline given above, either by registered post/speed post/courier or by hand in sealed cover, failing which such Tender will be declared non-responsive. The Employer, MRVC is not responsible for any delay in submission of the original document. Ensuring that these documents reach the concerned MRVC official in time is sole responsibility of the Tenderer.
8. A pre-tender meeting **shall not be held**.
9. Other details can be seen in the tender document. The Employer shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the Tenderers of any tender updates, the Employer shall not be liable for any information not received by the Tenderer. It is the Tenderers' responsibility to verify the website for the latest information related to this tender.
10. The address (es) referred to above is (are):

Chief Manager (Project-Electrical)

Mumbai Railway Vikas Corporation Limited
New Administrative Building, D N Road
CSMT, (opposite to Anjuman School) MAHARASHTRA 400001 , India.
Phone – 91 - 22 –22626252, Mob-7700938454 (Dy CEE).
Fax: - 91 – 22- 22096972
cmelectrical@mrv.c.gov.in
www.mrv.c.indianrailways.gov.in & <https://eprocure.gov.in>

TABLE

S.no No	Name of Work	Tender Security (₹)	Period of Completion
1	Balance General service Electrical works in connection with construction of station buildings, service buildings, New platforms, New FOBs, staff quarters, etc. for Panvel-Karjat suburban corridor. (RFT No. MRVC/W/EL/GS/PNVL-KJT/Balance works)	₹ 38,40,100/- (Rupees Thirty-Eight Lakhs Forty Thousand One Hundred only)	45 days

Bank details of MRVC account for depositing Tender Security:

- | | | |
|------------------------|---|--|
| a. Name of Beneficiary | : | Mumbai Railway Vikas Corporation Limited |
| b. A/C No. | : | 36038784315 |
| c. IFSC Code | : | SBIN0001821 |
| d. Name of Bank | : | State Bank of India |
| e. Name of Branch | : | Churchgate, Mumbai |
| f. MICR Code | : | 400002018 |
| g. Type of Account | : | Current |

Part I : Bidding Procedures

Section 1: Instructions to Bidders (ITB)

Section 1: Instructions to Bidders (ITB)

A. General

1. Scope of Bid

1.1 In connection with the Invitation for Bids indicated in the Bid Data Sheet (BDS), Mumbai Railway Vikas Corporation Limited (MRVC), a Government of India Undertaking, hereinafter referred to as the 'Employer', issues these Bidding Documents for Procurement of Works as specified in Section 5: Works Requirements. The name, identification, number of contract(s) for the National Competitive Bidding (NCB) are provided in the BDS

1.2 Throughout these Bidding Documents unless context requires otherwise, the terms used shall have the meaning as described herein below:

- i) the term 'in writing' means in written form
- ii) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular.
- iii) "day" means calendar day.
- iv) "Bid" , "tender", "offer", "quotation" or "proposal" in the context of bidding means an offer, to supply goods, services and/or of execution of works in accordance with the terms and conditions set out in a document/s inviting offers.
- v) "Bidder" , "tenderer", "consultant" or "service provider" as the case may be, means an eligible person or firm or company, including a consortium (that is an association of several persons, or firms or companies), participating in the bidding process of MRVC and shall include their legal representatives, successors and permitted assigns.
- vi) "(Standard) Bid(ding) documents" ("tender (enquiry) documents" or "Request for Proposal Documents" – RFP documents as the case may be, means a document issued by MRVC, including any amendment thereto, that sets out the terms and conditions of the given procurement and /or invitation to bid. A Standard (Model) Bidding Document is the standardized template to be used for preparing Bidding Documents after making suitable changes for specific procurements.
- vii) "Bidder enlistment document" means a document issued by MRVC, including any amendment thereto, that sets out the terms and conditions of the enlisting proceedings and includes 'Invitation to Enlist'.
- viii) "Bid security" (including the term "Earnest Money Deposit"(EMD), as the case may be) means a security required to be submitted by the

Bidder at the time of bidding against the withdrawal or modification of an offer within the validity of the bid, after the deadline for submission of such documents; failure to sign the contract or failure to provide the required security for the performance of the contract after an offer has been accepted; or failure to comply with any other condition precedent to signing the contract specified in the solicitation documents.

- ix) "Bill of Quantities" shall mean Schedule of Item(s) and Rates and Quantities' in execution of the Contract.
- x) "Central Public Sector Enterprise" means a body incorporated or established under any Act in which the Central Government or a Central enterprise owns more than 50 (fifty) per cent of the share capital.
- xi) "Central Purchase Organization" means a procuring entity which is authorized by the Government of India by an order, made in this behalf, to make procurement for one or more procuring entities or to enter into rate contracts or framework agreements for procurement by other procuring entities.
- xii) "Class-I local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, meet the minimum local content as prescribed for "Class-I local supplier" under the Public Procurement (Preference to Make in India), Order 2017.
- xiii) "Class-II local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'class-II local supplier' but less than that prescribed for 'class-I local supplier' under the public procurement (preference to make in india), order 2017.
- xiv) "Competent Authority" or the "Competent Financial Authority" means the officer (s) in whom the financial powers to approve the decision have been duly delgated.
- xv) "Constructional Plant" shall mean all appliances or things of whatsoever nature required for the execution, completion or maintenance of the works or temporary works (as hereinafter defined) but does not include materials or other things intended to form or forming part of the permanent work.
- xvi) "Consultancy services" (as defined under Rule 177 of GFR 2017) covers a range of services that are of an advisory or professional nature and are provided by consultants. These services typically involve providing expert or strategic advice e.g., management consultants, policy consultants or communications consultants, Advisory and project related Consultancy Services and include services such as: feasibility studies, project management, engineering services, architectural

services, finance and accounting services, training and development. It may include small works or supply of goods or non-Consultancy services which are incidental or consequential to such services.

- xvii) "Contract" shall mean and include the Agreement, the Work Order, the Bill(s) of Quantities or Chapter(s) of Standard Schedule of Rates (SSOR) of the Railway modified as the case may be by the tender percentage for items of works quantified, or not quantified, the Standard General Conditions of Contract, the Special Conditions of Contracts, if any; the Drawing, the Specifications, the Special Specifications, if any and documents forming the Tender process such as Notice Inviting Tender, Instructions to Tenderer etc. .
- xviii) "Contractor" shall mean the Person/Firm/LLP/Trust/Co-operative Society or Company whether incorporated or not who enters into a contract with MRVC and shall include their executors, administrators, successors and assigns if permitted under the respective contracts.
- xix) "Contractor's authorized Engineer" shall mean a graduate engineer or equivalent, having adequate experience as specified in the contract, in the relevant field of construction work involved in the contract, duly approved by the Engineer.
- xx) "Chairman & Managing Director" shall mean the Officer-in-Charge having overall control of the Mumbai Railway Vikas Corporation Limited and designated as the Chairman and Managing Director of MRVC.
- xxi) "Chief Engineer" shall mean the Officer-in-Charge of the respective technical Department of MRVC and shall also include CPM/GM of Engineering, S&T and electrical and shall mean and include their successors.
- xxii) "Date of Inviting Tender" shall be the date of publishing tender notice on e-Procurement websites <https://eprocure.gov.in>. In case the tender is not published on website the date of publication in newspaper shall be the date of inviting tender.
- xxiii) "Divisional Railway Manager" shall mean the Officer-in-Charge of a Division of Zonal Railway so designated and shall mean and include Divisional Railway Manager of the Successor Railway.
- xxiv) "Drawings" shall mean the maps, drawings, plans and tracings, or prints thereof added to Bidding/ Tender Document.
- xxv) "e-Procurement" means the use of information and communication technology (specially the internet) by MRVC in conducting its

procurement processes with bidders for the acquisition of goods (supplies), works and services.

xxvi) "Engineer" means the person nominated by the Employer to act as the Engineer for the purposes of the Contract and named in the Contract Data. The person nominated to act as an engineer may be an employee of Mumbai Railway Vikas Corporation Ltd (MRVC) or an employee of a Project Management Consultancy firm engaged by MRVC for project management or any other person as per the discretion of the Employer.

xxvii) "Engineer's Representative" shall mean the Assistant Engineer, Assistant Signal & Telecommunication Engineer and Assistant Electrical Engineer, Assistant Mechanical Engineer in direct charge of the works and shall include any Sr. Section/Junior Engineer of Civil Engineering/Signal and Telecommunication Engineering / Mechanical Engineering /Electrical Engineering Departments appointed by MRVC.

xxviii) "General Manager" shall mean Chairman and Managing Director of MRVC.

xxix) "Goods" (as defined under Rule 143 of GFR 2017) includes all articles, material, commodity, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, industrial plant, vehicles, aircrafts, ships, medicines, railway rolling stock, assemblies, sub-assemblies, accessories, a group of machineries comprising an integrated production process or such other categories of goods or intangible products like software, technology transfer, licenses, patents or other intellectual properties purchased or otherwise acquired for the use of Government but excludes books, publications, periodicals, etc., for a library. The term "goods" also includes works and services which are incidental or consequential to the supply of such goods, such as, transportation, insurance, installation, commissioning, training and maintenance.

xxx) "Inventory" means any material, component or product that is held for use at a later time.

xxxi) "Invitation to pre-qualify" means a document including any amendment thereto published by MRVC inviting offers for pre-qualification from prospective bidders.

xxxii) "Invitation to Enlist" means a document including any amendment thereto published by MRVC inviting offers for bidder enlistment from prospective bidders.

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

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- xxxiv) “Local Content” means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- xxxv) “Months” means any calendar month of the Gregorian calendar year.
- xxxvi) “Non-Local supplier” means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for “Class-II local supplier” under the Public Procurement (Preference to Make in India), Order 2017.
- xxxvii) “Notice inviting tenders” (including the term “Invitation to bid” or “request for proposals” in certain contexts) means a document and any amendment thereto published or notified by the MRVC, which informs the potential bidders that it intends to procure goods, services and/ or works.
- xxxviii) “Open Tenders” shall mean the tenders invited in open and competitive manner.
- xxxix) “Outsourcing of Services” means deployment of outside agencies on a sustained term (for one year or more) for performance of services such as Security Services, Horticultural Services, Janitor/ Cooking/ Catering/ Management Services for Hostels and Guest Houses, Cleaning/ Housekeeping Services, Errand/ Messenger Services, and so forth)., and also include procurement of short-term stand-alone services.
- xl) "Period of Maintenance" shall mean the specified period of maintenance from the date of completion of the works, as certified by the Engineer.
- xli) "Pre-qualification (bidding) procedure" means the procedure set out to identify, prior to inviting bids, the bidders that are qualified to participate in the procurement.
- xl ii) "Pre-qualification document" means the document including any amendment thereto issued by MRVC, which sets out the terms and conditions of the pre-qualification bidding and includes the invitation to pre-qualify.
- xl iii) "Procurement" or "public procurement" (or “Purchase”, or “Government Procurement/ Purchase” as the case may be) means acquisition by way of purchase, lease, license or otherwise, either using public funds or any other source of funds (e.g. grant, loans, gifts, private

investment etc.) of goods, works or services or any combination thereof, including award of Public Private Partnership projects, by MRVC, whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition of goods, works or services without consideration, and the term "procure" or "procured" shall be construed accordingly.

- xliv) "Procurement contract" (including a contract in the form of "Purchase Order" or "Supply Order" or "Withdrawal Order" or "Work Order" or "Works Contract" or "Consultancy Contract" or "Contract for Other Services" as the case may be, means a formal legal agreement in writing relating to the subject matter of procurement, entered into between MRVC and the contractor, service provider or contractor on mutually acceptable terms and conditions and which are in compliance with all the relevant provisions of the laws of the country. The term "contract" will also include "rate contract" and "framework contract".
- xlvi) "(Public) Procurement Guidelines" means guidelines applicable to Public Procurement consisting of, under relevant context, a set of – i) Statutory Provisions (The Constitution of India; Indian Contract Act, 1872; Sales of Goods Act, 1930; and other laws as relevant to the context); ii) Rules & Regulations (General Financial Rules, 2017; Delegation of Financial Power Rules and any other regulation so declared by the Government); iii) Manuals of Policies and Procedures for Procurement (of Goods; Works; Consultancy/ other services or any for other category) promulgated by the Ministry of Finance and iv) MRVC"s Documents relevant to the context (Codes, Policy letters, Manuals and Standard/ Model Bidding Documents).
- xlvi) "Procurement process" means the process of procurement extending from the assessment of need; issue of invitation to pre-qualify or to enlist or to bid, as the case may be; the award of the procurement contract; execution of contract till closure of the contract.
- xlvi) "Procuring Entity" (including Procuring Authority or Employer) means Mumbai Railway Vikas Corporation Limited (MRVC).
- xlvi) "Project" means one-time expenditure in execution resulting in creation of capital assets, which could yield financial or economic returns or both. A project may comprise one or more related but independent task-oriented "Works". Projects may either be approved as individual projects within an approved scheme envelope or on a stand-alone basis. They may be executed through budgetary, extra- budgetary resources, or a combination of both.
- xlix) "Prospective bidder" means anyone likely to be or desirous to be a bidder.

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- 1) "Public Private Partnership" means an arrangement between the Central, a statutory entity or any other government-owned entity, on one side, and a private sector entity, on the other, for the provision of public assets or public services or a combination thereof, through investments being made or management being undertaken by the private sector entity, for a specified period of time, where there is a predefined allocation of risk between the private sector and the public entity and the private entity receives performance-linked payments that conform (or are benchmarked) to specified and predetermined performance standards, deliverables or Service Level agreements measurable by the public entity or its representative.
- li) "Railway" in the context of contracts with MRVC means Indian Railways and the respective Zonal Railway.
"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.
It shall also include MRVC as the case may be as found appropriate .
- lii) "Registration" means simply registering the bidder/ supplier/ service provider/ contractor, without any verification, say on a website etc. (Please refer to enlistment to appreciate the differentiation).
- liii) "Reverse auction" (or the term "Electronic reverse auction" as the case may be) means an online real time purchasing technique utilized by MRVC to select the successful bid. It involves presentation by bidders of successively more favorable bids during a scheduled period of time and automatic evaluation of bids.
- liv) "Service" (as defined under Rule 177 of GFR 2017) is defined by exception as any subject matter of procurement other than goods or works, except those incidental or consequential to the service, and includes physical, maintenance, professional, intellectual, training, consultancy and advisory services or any other service classified or declared as such by MRVC but does not include appointment of an individual made under any law, rules, regulations or order issued in this behalf. It includes "Consultancy Services" and "Other (Non-consultancy) Services".
- lv) "Site" shall mean the lands and other places on, under, in or through which the works are to be carried out and any other lands or places provided by the Railway for the purpose of the contract.
- lvi) "Subject matter of procurement" means any item of procurement whether in the form of goods, services or works or a combination thereof.

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- lvii) “Subcontractor” means any person named in the Contract as a subcontractor, or any person permitted under the Contract to be appointed as a subcontractor, for a part of the Works; and the legal successors in title to each of these persons.
- lviii) “Specifications” shall mean the Specifications for Materials and Works of the Railway as specified under the authority of MRVC or Ministry of Railways or Engineer or as amplified, added to or superseded by special specifications if any, appended to the Bidding/Tender Document.
- lix) Standard Schedule of Rates (SSOR) shall mean the schedule of Rates adopted by MRVC/ Railways, 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. “CPWD 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.
- lx) "Temporary Works" shall mean all temporary works of every kind required for the execution completion and/or maintenance of the works.
- lxi) “Time Periods” Any reference to time period commencing “from” the specified day or date “till” or “until” a specified day shall include both such days. Any reference to “Time” shall be according to Indian Standard Time (IST).
- lxii) "Works" (as defined under Rule 130 of GFR 2017) refer to any activity, sufficient in itself to fulfill an economic or technical function, involving construction, fabrication, repair, overhaul, renovation, decoration, installation, erection, excavation, dredging, and so on, which make use of a combination of one or more of engineering design, architectural design, material and technology, labor, machinery and equipment. Supply of some materials or certain services may be incidental or consequential to and part of such works. The term “Works” includes (i) civil works for the purposes of roads, railway, airports, shipping-ports, bridges, buildings, irrigation systems, water supply, sewerage facilities, dams, tunnels and earthworks; and so on, and (ii) mechanical and electrical works involving fabrication, installation, erection, repair and maintenance of a mechanical or electrical nature relating to machinery and plants.

1.3 Interpretation: These instructions to Bidders shall be read in conjunction with the Indian Railway standard general condition of contract updated with correction slips issued up to date of inviting bid which are referred to herein at section :6 and shall be subject to modifications additions or suppressions by special condition of contract referred to herein at section:7.

1.4 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. Agreement
- iv. Special Conditions of Contract
- v. Standard General Conditions of Contract of MRVC
- vi. Technical Specifications as given in tender documents
- vii. Approved Drawings & designs
- viii. 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.
- ix. 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.
- x. 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.
- xi. 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.
- xii. IR Specifications/Guidelines updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.
- xiii. Relevant B.I.S. Codes updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.

2. Source of Funds

- 2.1 The required funds have been sourced by MRVC, unless otherwise specified in the BDS.

3. Corrupt Practice:

- 3.1 The Employer requires that bidders, suppliers, and contractors observe the highest standard of ethics during the procurement and execution of MRVC contracts. In pursuance of this policy, the Employer:
- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - i. “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of any thing of value to influence the action of any party in the procurement process or the execution of a contract;
 - ii. “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract
 - iii. “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
 - iv. “collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Employer, designed to influence the action of any party in a procurement process or the execution of a contract;
 - v. “coercive practice” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
 - b) will reject a bid for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract; and (the decision of the employer will be final and binding upon the Bidder)
 - c) will sanction a party or its successor, including declaring ineligible, either indefinitely or for a stated period of time, to participate in Employer’s activities, if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing a contract of the employer. (the decision of the employer will be final and binding upon the Bidder)

4. Eligible Bidders

- 4.1 A Bidder may be a natural person, a private entity, a government-owned entity, or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture (JV). JV firm shall be eligible for all works tenders of value more than ₹10 crore, unless otherwise mentioned specifically in Notice Inviting Tenders (NIT) and Section 2: BDS that JV firms shall not be eligible.

The bidder must ensure the following:

- (a) In case of Single Entity:

(i) Submit a Deed of 'Power of Attorney' appointing an authorized signatory of the bid in case signatory is not the proprietor.

(b) In case of Joint Venture:

- (i) Separate identity/name shall be given to the Joint Venture Firm, where a new JV is formed.
- (ii) Number of members in a JV Firm 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.
- (iii) A member of JV Firm shall not be permitted to participate either in individual capacity or as a member of another JV Firm in the same tender.
- (iv) The tender form shall be purchased and submitted only in the name of the JV Firm and not in the name of any constituent member.
- (v) Normally Bid Security shall be submitted only in the name of the JV Firm and not in the name of constituent member. However, in exceptional cases Bid Security in the name of Lead Member can be accepted subject to submission of specific letter from Lead Member stating the reasons for not submitting Bid Security in the name of JV Firm and giving written confirmation from each of the JV members to the effect that Bid Security submitted by the Lead Member may be deemed as Bid Security submitted by JV Firm.
- (vi) One of the members of the JV Firm shall be its Lead Member who shall have a majority (at least 51%) share of interest in the JV Firm. The other members shall have a share of not less than 20% each in case of JV Firms with upto three members and not less than 10% each in case of JV Firms with more than three members. In case of JV Firm with foreign member(s), the Lead Member has to be an Indian Firm with a minimum share of 51%.
- (vii) A copy of Memorandum of Understanding (MoU) (Form :BDF9 in Section 4: Bidding Forms) executed by the JV members shall be submitted by the JV Firm alongwith the tender. The complete details of the members of the JV Firm, their share and responsibility in the JV Firm etc. particularly with reference to financial, technical and other obligations shall be furnished in the MoU.

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- (viii) Once the tender is submitted, the MoU shall not be modified / altered / terminated during the validity of the tender. In case the tenderer fails to observe/comply with this stipulation, the full Bid Security shall be liable to be forfeited.
- (ix) Approval for change of constitution of JV Firm shall be at the sole discretion of the Employer (MRVC). The constitution of the JV Firm shall not be allowed to be modified after submission of the tender bid by the JV Firm, except when modification becomes inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. However, the Lead Member shall continue to be the Lead Member of the JV Firm. Failure to observe this requirement would render the offer invalid.
- (x) Similarly, after the contract is awarded, the constitution of JV Firm shall not be allowed to be altered during the currency of contract except when modification become inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract conditions.
- (xi) In case a Joint Venture is the successful bidder, on issue of LOA (Letter Of Acceptance), an agreement among the members of the JV Firm (to whom the work has been awarded) in terms of the MOU submitted with the tender, shall be executed and got registered before the Registrar of the Companies under Companies Act or before the Registrar/Sub-Registrar under the Registration Act, 1908. The duly signed Joint Venture Agreement should be submitted along with the Performance Security to the employer after notification of the award of contract within 28 days.. In case the tenderer fails to observe/comply with this stipulation, the full Bid Security shall be forfeited and other penal actions due shall be taken against partners of the JV and the JV. The draft format of this Joint Venture Agreement is available as BDF10 in Section 4: Bidding Forms and shall have, inter-alia, following Clauses :(xii to xiv)
- (xii) Joint And Several Liability - Notwithstanding and in addition to the JV Agreement mentioned in (xi), members of the JV Firm to which the contract is awarded, shall be jointly and severally liable to the Employer (MRVC) for execution of the project in accordance with General and Special Conditions of Contract. The JV members shall also be liable jointly and severally for the loss, damages caused to MRVC during the course of

execution of the contract or due to non-execution of the contract or part thereof.

- (xiii) Duration of the Joint Venture Agreement – The JV Agreement as per cl xi shall be deemed to be valid and binding upon the JV Partners during the entire currency of the contract including the period of extension, if any and the maintenance period after the work is completed.
- (xiv) Governing Laws - The Joint Venture Agreement shall in all respect be governed by and interpreted in accordance with Indian Laws.
- (xv) Authorized Member - Joint Venture members shall authorize one of the members on behalf of the Joint Venture Firm 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 actions in respect of the said tender/contract and execution of work. All notices/correspondences with respect to the contract would be sent only to this authorised member of the JV Firm.
- (xvi) No member of the Joint Venture Firm shall have the right to assign or transfer the interest, right or liability under the terms of the contract without written consent of each of the other members and that of the employer (MRVC).
- (xvii) Documents to be enclosed by the JV Firm alongwith the tender shall be : (xviii) to (xx)
- (xviii) In case one or more of the members of the JV Firm is/are partnership firm(s), following documents shall be Submitted :
 - (a) Notary certified copy of the Partnership Deed, or a copy of the Partnership deed registered with the Registrar.
 - (b) Consent of all the partners or individual to enter into the Joint Venture Agreement on a stamp paper of appropriate value (in original).
 - (c) Power of Attorney (duly registered as per prevailing law) in favour of one of the partners of the partnership firm to sign the JV Agreement on behalf of the partnership firm and create liability against the firm.
 - (d) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any

other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the bid ineligible or the contract shall be determined under Clause 62 of the Standard General Conditions of Contract.

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

(a) Affidavit on Stamp Paper of appropriate value declaring that his/her Concern is a Proprietary Concern and he/she is sole proprietor of the Concern OR he/she is in position of "KARTA" of Hindu Undivided Family (HUF) and he/she has the authority, power and consent given by other partners to act on behalf of HUF.

(xx) In case one or more members is/are limited companies, the following documents shall be submitted :

(a) Notary certified copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement, authorizing MD or one of the Directors or Managers of the Company to sign JV Agreement, such Other documents required to be signed on behalf of the Company and enter into liability against the company and/or do any other act on behalf of the company.

(b) Copy of Memorandum and Articles of Association of the Company.

(c) Power of Attorney (duly registered as per prevailing law) by company authorizing the person to do/act mentioned in the para (a) above.

(d) Certificate of Incorporation

(xxi) All the Members of JV shall certify that they are not disqualified as per provisions of clause ITB 4.4. either in their individual capacity or as a member of the JV Firm in which they were/are members.

(xxii) Credentials & Qualifying Criteria : Technical and financial eligibility of the JV Firm shall be adjudged based on satisfactory fulfillment of the Technical and Financial Eligibility Criteria as mentioned in section 3: EQC.

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- (xxiii) This is E- tender to be submitted online on <https://eprocure.gov.in> web portal. It is mandatory to register on web portal for participating in E-tender. Registration shall be in the name of firm which is participating in the tender. PAN number of firm is mandatory for registration.
- (xxiv) e-procurement website requires registered JV agreement and PAN of JV to register on <https://eprocure.gov.in> portal to submit their offer online.
- (xxv) Some firms may form new Joint Venture for this work and may register the Joint Venture (JV) only if it becomes successful bidder. However as stated above it is not possible to participate in bid without JV agreement and PAN of JV as per provision of e-procurement website. Considering this difficulty and keeping in view the provision under Clause No 4 of ITB Section 1 of Tender Document, participation as a combination of firms with a formal intent to enter into an agreement in the form of a Joint Venture (JV) is being permitted from the Lead member using its login details and digital signature subject to uploading following documents with their offer.

1. MOU as per Form in section 4
2. JV shall nominate Lead Member (Who is submitting offer in their name) as a Representative through Power of Attorney (Form given in Section 4) who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.
3. Power of Attorney by individual partners to lead partners as per Form given in Section 4 of tender document.
4. Letter (BDF6) stating that “we are participating in the tender as Joint Venture Firm (Please Specify name of JV and name of member firms), however JV will be registered only if we become successful bidder and work is allotted to us. Since, JV is not yet incorporated; we do not have the PAN of JV firm. Therefore, we are participating in the name of lead member. However, it may be treated as bidding from JV firm and we are enclosing/uploading herewith copies of necessary Power of Attorney in the name of lead member. We shall submit duly signed Joint Venture Agreement along with the Performance Security to the employer after notification of the award of contract within 28 days.”

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- c) Foreign Firm(s) should be covered under the grant of general permission to establish project offices in India (as per RBI Master Circular No.7/2015-16 updated up to the deadline for submission of bids) on securing the subject project or have already opened project office in India. In case of award of contract to a foreign firm such foreign firm has to submit proof of having opened project office in India before submitting any interim payment certificate.
- d) **Restrictions under Rule 144(xi) of the General Financial Rules(GFRs), 2017**

In terms of OM no. 6/18/2019-PPD dated 23rd July 2020 inserting Rule 144 (xi) in GFRs 2017, by Order (Public Procurement No.1), issued by Public Procurement Division, Department of Expenditure of Ministry of Finance and as amended; following clause shall be applicable for eligibility of a bidder in this tender:

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. The competent authority for registration will be the registration committee constituted by the department of promotion of industry and internal trade(DPIIT),GOI.
- III. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' as the case may be) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated herein before, including any agency branch or office controlled by such person, participating in a procurement process.
- IV. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country: or
 - d. An entity whose *beneficial owner* is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or

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- f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

V. *The beneficial owner* for the purpose of (IV) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

- a. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent. of shares or capital or company,
 - b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

VI. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

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- VII. *In tenders for Works contracts, including Turnkey and other contracts; the successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. A certificate to this effect is to be submitted by the bidder in all tenders involving possibility of subcontracting as follows:*

Certificate for Tenders for Works and others involving possibility of sub-contracting

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder *is not from such a country or, if from such a country, has been registered with the Competent Authority* (delete whichever not applicable) and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]”

- VIII. In all other tenders where subcontracting is not involved, following certificate to be obtained from the bidders:

Certificate for Tenders where subcontracting is not involved

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]”

- IX. Validity of registration

In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

- X. In terms of Order (Public Procurement No. 2) issued vide OM no. F.No.6/18/2019-PPD dated 23.07.2020, Exclusion from restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017. Issued by Public Procurement Division, Department of Expenditure of

Ministry of Finance, following changes are made in the Order (Public Procurement No. 1) dated 23rd July 2020:

(a) Notwithstanding anything contained therein, it is hereby clarified that the said Order will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects.

(b) Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs.

XI. Other provisions of the order issued vide OM no. 6/18/2019-PPD dated 23rd July 2020 inserting Rule 144 (xi) in GFRs 2017, by Order (Public Procurement No.1) and amended from time to time shall be applicable. Bidders are requested to go through the said order and amendment if any.

(e) Document to be submitted along with the 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 2.1 of Section 3: EQC of tender document.

(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 2.1 of Section 3: EQC of tender document.

(c) Partnership Firm:

All documents as mentioned in Para 2.1.7 of Section 3: EQC of tender document.

(d) Joint Venture (JV):

All documents as mentioned in above para 4.1 (b) (xvii).

(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 2.1 of Section 3: EQC of tender document.

4.2 A Bidder shall not have conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process, if, including but not limited to:

- a. they have controlling shareholders in common; or
- b. they receive or have received any direct or indirect subsidy from any of them; or
- c. they have the same legal representative for purposes of this bid; or
- d. they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or
- e. Any firm, either individually or in Joint Venture (JV), submits more than one offer irrespective of whether the firm is quoting for single lot or multiple lots against this bid. The bids submitted by two different bidders, having any common participant in JV formation or any common partner in partnership firms, or an individual whether in the same or different lots will be treated as having conflict of interest
- f. a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the party is

involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or

- g. a Bidder participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or
- h. a Bidder was affiliated for any period(s) during last two years before the date of issue of Invitation for Bids with a firm or entity that has been hired (or is proposed to be hired) by the Employer as Engineer for the contract.

4.3 The bidder shall be disqualified if:

- (a) The bidder or any of its constituents has been blacklisted/ banned business dealings:
 - (i) any of the Government Departments by Ministry of Commerce or
 - (ii) by Ministry of Railways or
 - (iii) by MRVC at any time till finalization of bids, except in cases where such blacklisting/banning has been withdrawn by the Competent Authority or has ceased to be operative, on the date of deadline for submission of the bids, for which satisfactory evidence is to be produced.
- (b) Any previous contract of the bidder or any of its constituents had been terminated for contractor's failure by MRVC at any time preceding 2 years before the deadline for submission of bids and upto one day before the date of opening of price bids;

Provided, however, there is no stay order or declaration by any Court against such termination of the Contract by MRVC or such termination of the Contract has not been revoked by MRVC.
- (c) The bidder or any of its constituents has been imposed delay damages of 5% or more of contract value by MRVC due to delay in the implementation of any previous contract within the period of last 2 years before the deadline for submission of bids (Period of 2 years shall be reckoned from the date on which the total accrued amount of Delay Damages has reached 5% or more of the contract price) or such accrued delay damages has not been fully recovered before the deadline for submission of bids on account of contractor's request for deferring recovery to maintain cash flow and MRVC has acceded to the same in the interest of the project.

(d) The bidder or any of its constituents has suffered bankruptcy/insolvency or it is in the process of winding-up or there is a case of insolvency pending before any Court on the deadline of submission of bids or thereafter till finalization of bids.

(e) The bidder is found ineligible by the Employer, in accordance with ITB-3.

(f) The bidder or any of its constituents has changed its name or created a new business entity as covered by the definition of “Allied Firm” under para 1102

(iii) of Chapter XI of Vigilance Manual of Indian Railways (available on website of Indian Railways), consequent to having been banned business dealings or suspended business dealings or having been declared poor performer.

The Bidder shall submit an affidavit stating that they are not liable to be disqualified as per this sub clause using the appropriate Proforma given in Section 4 (Form- BDF 3). A copy of the same should be uploaded along with the Bid on E-portal web site E-procurement and the original should be submitted before closing date and time of submission of Bids to MRVC office to the address mentioned in BDS ITB 7.1 either by registered post/speed post/courier or by hand, failing which such Bids will be summarily rejected and will not be opened .

4.4 Bidders shall immediately inform the Employer in case they cease to fulfill eligibility in terms of ITB 4.2 & 4.3 In case the bidder fails to inform the Employer or submits a false affidavit his bid shall be summarily rejected and bid security shall be forfeited. The bidder shall also be liable for being Banned from any Business dealings with MRVC for a period up to five years.

4.5 Bidders shall enter into Integrity Pact in the form as annexed. Violation of the same would entail disqualification of the Bidder and exclusion from future business dealings as specified in Integrity Pact.

5. Eligible

Materials, Equipment and Services

5.1 The materials, equipment and services to be supplied under the Contract Shall be from the approved sources wherever applicable as specified in Section 5: Works requirement .

Contents of Bidding Document

6.Sections of Bidding Document

6.1 The Bidding Document consists of Parts I, II and III and IV, which includes all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8.

PART I: Bidding Procedures

Section 1: Instructions to Bidders (ITB)

Section 2: Bid Data Sheet (BDS)

Section 3: Evaluation and Qualification Criteria (EQC)

Section 4: Bidding Forms (BDF)

PART II: Work's Requirements

Section 5: Work's Requirements (WRQ)

PART III: Conditions of Contract and Contract Forms

Section 6: General Conditions of Contract (GCC)

Section 7: Special Conditions of Contract (SCC)

Part A: Contract Data (CD)

Part B: Specific Provisions (SP)

Part C: Special Conditions (SC)

Section 8: Contract Forms (COF)

PART IV: Bill of Quantities(BOQ)

Section 9: Bill of Quantities(BOQ)

- 6.2 The Invitation for Bids (IFB) issued by the Employer is not part of the Bidding Document.
- 6.3 The Employer is not responsible for the completeness of the Bidding Document and their Addenda, if they were not obtained directly from the source stated by the Employer in the Invitation for Bids.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.
- 6.5 Tampering with the content(s) of bid document shall result in summarily rejection of submitted bid.
- 7.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Employer in writing at the Employer's address indicated in the BDS or raise his inquiries during the pre-bid meeting if provided for in accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received no later than twenty one (21) days prior to the deadline for submission of bids. The Employer shall forward copies of its response to all Bidders who have attended pre-bid meeting including a description of the inquiry but without identifying its source. Should the Employer deem it necessary to amend the Bidding Document as a result of a request for

7. Clarification of Bidding Document, Site Visit, Pre- Bid Meeting

clarification, it shall do so following the procedure under ITB 8 and ITB 22.2.

- 7.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
- 7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 7.4 The Bidder's designated representative is invited to attend a pre-bid meeting, if provided for in the BDS. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.5 The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Employer not later than one week before the meeting.
- 7.6 Minutes of the pre-bid meeting, including the text of the questions raised without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have attended the pre-bid meeting. Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting.
- 7.7 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

8. Amendment of Bidding Document

- 8.1 At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Document by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding Document and shall be uploaded on e-tendering portal <https://eprocure.gov.in>.

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- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 22.2

Preparation of Bids

9. Cost of Bidding

- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

10. Language of Bid

- 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in English. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English in which case, for purposes of interpretation of the Bid, such translation shall govern.

11. E-Tendering

- 11.1 It is two packet bid to be submitted Electronically on web portal <https://eprocure.gov.in>. The Bid shall comprise of the Technical Bid and the Price Bid. Both these Technical and Price bids are to be submitted online.
- 11.2 Bidder shall quote their rates only on line in “FIN. OFFER” tab of bidding page of subject work on portal <https://eprocure.gov.in> . Rates shall not be mentioned or indicated any where in bid documents directly or indirectly.
- 11.3 Offer/bid for the Tender is to be submitted online through E- Tender Portal <https://eprocure.gov.in> and details are to be entered by the tenderer online. It is advisable to download and study the Bid document before submitting their offers. Submission of Physical copy of the offers or Bid document is not permitted.
- 11.4 This bid is required to be submitted as per the bid/tender conditions in bid document through online portal <https://eprocure.gov.in> before the date and time stipulated in the Bid document. The tender details are available on E- Tender portal <https://eprocure.gov.in> and the same can be used while submitting the offer. Submission of online bid by the bidder implies that he has read and agree to the terms and conditions of the uploaded bidding document including all corrigendum issued. Tenderers will require a valid Class - III Digital Signature certificate to register and submit their offer through E – Tender mode. The cost of Bid Security as indicated on the website <https://eprocure.gov.in> will have to be paid/deposited by the tenderer. It is not feasible to submit online offer without deposit of Bid Security.

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- 11.5 Please refer “**User Manual for Contractors**” available on E-tender portal under E-tender (Works) on web address [https://https://eprocure.gov.in/html/helpdesk/learning_centre.html] for further details.
- 11.6 Tenderers are advised to register their firm well in advance on E- Tender portal of <https://eprocure.gov.in> and submit their offer through E-Tender before the stipulated date &time. It is responsibility of the tenderer to check any corrigendum published subsequently on website by visiting the website frequently and the same shall be taken into account while submitting the offer online. MRVC will not be responsible for any delay in submitting the offer through online portal <https://eprocure.gov.in>.
- 11.7 Details Bank account of Mumbai Railway Vikas Corporation Limited for Payment Bid Security are as under.
- a. Name of the Beneficiary :Mumbai Railway Vikas Corporation Limited
 - b. A/C No. : 36038784315
 - c. IFSC Code : SBIN0001821
 - d. Name of Bank : State Bank of India
 - e. Name of Branch : Churchgate, Mumbai
 - f. MICR Code : 400002018
 - g. Type of Account : Current
- 11.8 All details including Bidders detail, Bank details and detail about submission of Bid Security to be filled and uploaded in “Mandate Form” E-1 in Section 4.
- 11.9 Unless, otherwise mentioned in BDS, The tenderer/ s shall quote his/ their rate percentage above / below / at par under relevant column against specified schedules.
- 11.10 The required eligibility criteria have been prescribed in Clause No.2 (Qualification) of Section 3: Evaluation and Qualification Criteria of Bid Document. It is expected that the tenderer/s shall upload adequate documentary proof of having fulfilled those eligibility criteria.
- 11.11 Before submitting the offer, please read carefully instructions to Tenderers and all uploaded documents on the web site <https://eprocure.gov.in>.
- 11.12 Tenderer’s digital signature on the E-Tender form will be considered as his/their confirmation that he/they has/have read and accepted all the conditions laid down in the documents as well as schedule of tender.
- 11.13 No Manual Offers sent by Post/FAX or in person shall be accepted against such E-tenders, even if these are submitted on the firm’s letter

head and received in time. The manual offer uploaded as attached document shall not also be considered. All such manual offers shall be considered as invalid offers and shall be summarily rejected.

11.14 E-Tender is not transferable and the same is to be submitted with digital signature by the preauthorized personnel of the tenderer, already registered with the website <https://eprocure.gov.in>

11.15 The online bidding doesn't permit submission of offer after stipulated date and time of e-tender submission. Hence, there is no scope for late/delayed tenders.

11.16 Tender to be digitally signed by Authorized person:

a) If the tender is submitted on behalf of a partnership concern, he/they should upload the certified copy of the partnership deed and authorization to sign the tender on behalf of partnership firm. If copies of these documents are not enclosed along with tender, the tender will be treated as having been submitted by individual signing the tender.

b) The tenderer whether sole proprietor, a limited company or a partnership firm if they want to act through agent or individual partner(s) should upload along with the tender, a power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person specifically authorizing him/them to submit the tender, sign the agreement, receive money, witness measurements, sign measurement books, compromise, settle, relinquish any claim(s) preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration.

11.17 The Tenderer/s must fulfill/satisfy the following mandatory requirements failing which their offers shall be summarily rejected:

Mandatory Requirements:

(a) Regarding Technical and financial eligibility criteria mentioned in Section 3 of Bid Document, scanned copies of supportive documents/certificates from competent officials are to be uploaded along with their offer.

(b) Scanned copies of documents in support of formation/registration of the company/firm/legal authorization of the person to deal with the tender/notarized/ registered copies of the documents wherever required as per tender conditions are to be uploaded along with offer.

11.18 The copies of the various letters/documentary proof/statement etc. must be uploaded with e -tender and shall be properly indexed by indicating the Annexure numbers like Annexure-I, Annexure-2 etc. on the right hand side top corner of the same.

NOTE - The tenderer must keep all the original documents ready, copies of which have been uploaded by the tenderer along with the offer. The original documents will have to be produced as and when required by MRVC for verification purpose. All the documents uploaded shall be self-attested by the tenderer.

IMPORTANT NOTE: - The instructions given in this section regarding submission of online bid through web portal <https://eprocure.gov.in> are indicative only .The bidders are requested to go through User Manual for Contractors and latest relevant instructions available on web portal <https://eprocure.gov.in> before submitting the Bid.

12.1 The Bidder shall upload /submit all required information and documents concerning the Technical Bid and the Price Bid and other document based on User Manual for Contractors for E-Procurement provided on e-portal <https://eprocure.gov.in> and instruction given under ITB clause 11.

12.2 The Technical Bid: it shall contain the following :

- a. Letter of Technical Bid in accordance with ITB 16; (Original to be submitted before closing date and time of submission of documents as mentioned in BDS ITB 22.1.)
- b. Bid Security, in accordance with ITB Clause 19; (Original to be submitted before closing date and time of submission of documents as mentioned in BDS ITB 22.1.)
- c. written confirmation authorizing the signatory of the Bid to commit the Bidder;
- d. documentary evidence in accordance with ITB Clause 17 establishing the Bidder's qualifications to perform the contract; and
- e. other documents required in accordance with ITB clauses, EQC, BDS and completed Bidding Forms given in section 4 etc. Any other document as specified in Tender Document.
- f. JV Agreement/ MoU, in case of JV.
- g. Affidavit for correctness of document submitted. (Original to be submitted before closing date and time of submission of documents as mentioned in BDS ITB 22.1.)

**12. Bid Letters
and Price
Schedules and
document
comprising
the Bid**

12.3 The Price Bid: The Bidder shall quote their rates in Fin. Offer Tab of e-portal <https://eprocure.gov.in>, which will be their financial offer/ Price Bid. including the Letter of Price Bid and completed schedules as required including Bill of Quantities in accordance with ITB Clauses 12, and 14; etc. It shall contain the following:

- (a) Letter of Price Bid;
- (b) Priced BOQ – duly filled in; and
- (c) Any other document as specified in Tender Document.

12.4 Documents pertaining to Bid-Submission mentioned in para 12.2, only the hard copy of originals (i.e. Letter of Technical bid (BDF-1), Bid Security & Affidavit) shall be submitted before closing date and time of submission of documents as mentioned in BDS ITB 22.1. The Name & Address for submission of original documents is as under :

Name and Designation	V K Singh (Dy CEE/MRVC)
Address	Mumbai Railway Vikas Corporation Limited New Administrative Building, D N Road CSMT, (opposite to Anjuman School) MAHARASHTRA 400001 , India.
Mobile No	7700938454

In case of his absence, Shri Arumugam S M with mobile no 7710003549 shall be collecting the original documents. The Date and time of submission of originals shall be same as that for online submission of all bid documents.

13. Bid Prices and Discounts

13.1 The Bidder shall quote prices and discounts of their offer on e-portal <https://eprocure.gov.in>. The Bidder shall conform to the requirements specified below.

13.2 In the BOQ, quantity and unit rates and thereby the amount against each item have been indicated. From this, price of each schedule has been worked out and indicated in BOQ. The Bidder shall quote rates as single percentage above/below/at par in figures in Fin. Offer Tab of e-portal

13.3 The offer under price bid shall be based on the rates quoted in Financial Bid Tab on e-portal <https://eprocure.gov.in> .

13.4 Any discount offered by the bidder shall be unconditional discounts and the methodology of their application, should be quoted on prices quoted in the bid so that the discounts are taken into consideration in financial evaluation of the bids, to arrive at the net total price of the bid.

13.5 Unless otherwise provided in the BDS and the Contract, the rates and prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract. In such a case, the indices and weightings for the price adjustment formulae shall be as specified in the Tables of Adjustment Data included in Contract Data.

13.6 If so indicated in ITB 1.1, bids are being invited for individual contracts or for any combination of contracts (Lots). Bidders wishing to offer any price reduction for the award of more than one Contract shall specify in their bid the price reductions applicable to each Lot, or alternatively, to individual Contracts within the Lot. Price reductions or discounts shall be submitted in accordance with ITB 13.4, provided the bids for all contracts are submitted and opened at the same time.

13.7 All duties, taxes, and other statutory levies except GST payable by the Contractor under the Contract, or for any other cause (including standard specifications), as of the date 28 days prior to the deadline for submission of bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder. GST should be quoted separately.

13.8 The Tenderers will examine the various provisions of the Central Goods and Service 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) as notified by Central/State Govt and as amended from time to time 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.

MRVC shall not honour any claim arising out of any increase out of any statutory liability except GST. Tenderer should bear this fact in mind while submitting his/her offer. Statutory change, if any, on account of GST shall however be duly accounted for.

14. Currencies of Bid and Payment

14.1 The bidder shall quote the unit rates and the prices entirely in the Indian Rupees.

15. Alternative Bid

15.1 Alternative Bid is not Permitted.

**16. Documents
Comprising
the Technical
Bid**

16.1 The Bidder shall furnish a commitment in Letter of Technical Bid (LTB) for deployment of equipment and personnel as stipulated in Section 5: Work's Requirement.

16.2 The bidder shall furnish commitment in LTB for submitting construction method statement for all major activities of work and get the same approved from the engineer , prior to the commencement of work on such activity in case of award of contract.

17.1 To establish its qualifications to perform the Contract in accordance with Section 3: Evaluation and Qualification Criteria, the Bidder shall uploaded scanned copies of the relevant documents as a part of its technical bid in support of the information requested in the corresponding information sheets included in Section 4: Bidding Forms.

17.2 The tenderer shall upload alongwith the tender document, documents in support of his/their claim to fulfil the eligibility criteria. Each page of the copy of documents/certificates in support of credentials, submitted by the tenderer shall be attested/digitally signed by the tenderer or authorised representative of the tendering firm. Firm should mark these document and declare explicitly as “documents supporting the claim of qualifying the laid down eligibility criteria which will be considered for evaluating his/their tender”.

**17. Documents
Establishing
the
Qualifications
of the Bidder**

17.3 (i) The MRVC reserves the right to verify all statements, information and documents submitted by the bidder in his offer and the bidder shall when so required by the MRVC 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 MRVCMRVC shall not relieve the bidder of its obligations or liabilities here under nor will it affect any rights of the MRVC there under

(ii) In case any wrong information submitted by tenderer, the contract shall be terminated, entire Bid Security, Performance Security of contract forfeited and agency barred from doing business with MRVC for 5 (five) years.

18.1 Bids shall remain valid for a period as mentioned in section II Bid Data Sheet (BDS) after the bid submission deadline date prescribed by the employer. A bid valid for a shorter period shall be rejected by the employer as non responsive.

**18. Period of
Validity of
Bids**

18.2 In exceptional circumstances, the Employer may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with ITB 19, it shall also be extended upto the date mentioned in the letter of request for extension. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its bid.

**19. Bid
security/Cost of
Bidding
Document**

- 19.1 In order to promote wider participation and ease of bidding, no cost of tender document shall be charged for the tender invited through e-procurement portal. Unless otherwise specified in the BDS, the Bidder shall furnish as part of its bid, bid security in Indian Rupees as specified in the BDS. The Bid Security and Earnest Money Deposit (EMD) shall have same meaning wherever they are appearing.
- 19.2 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 bid security shall be valid upto the date as mentioned in the BDS, Or upto the date mentioned in the letter of request for extension, if any under ITB 18.2.

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 (E-PROCUREMENT) while applying to the tender.
- ii) If a Bid Security is specified pursuant to ITB 19.1, the Bid Security shall be in any of the following forms at the Bidder's option:

Mode of submission of Bid Security:

- (a) Bid Security for the Bid may be submitted by the Bidder either in cash through e-payment gateway (UTR to be enclosed) or submitted in the form of a Bank Guarantee issued by a nationalized/scheduled bank located in India in the form given in Section 4 (Bidding Forms BDF-5) Or Fixed Deposit Receipt or Demand Draft of any Scheduled Bank or Nationalized bank.
- (b) A copy of these instruments towards Bid Security should be uploaded along with the Bid on E-portal web site E-PROCUREMENT and the original instruments like Bank Guarantee/Fixed Deposit Receipt/Demand Draft /UTR details should be submitted before closing date and time of submission of Bids as per BDS ITB 22.1 to MRVC office to the address mentioned in BDS ITB 7.1 either by registered post/speed post/courier or by hand, failing , which such Bids will be summarily rejected and will not be opened. The employer, MRVC is not responsible for any delay in submission of the original document i.e. BG/FDR/DD/UTR.
- (c) Bidder may submit Bank Guarantee from a reputable banking institution located outside India provided, it shall have a corresponding Nationalised/Scheduled Bank located in India to make it enforceable.

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- (d) If any Bidders intends to submit FDR as Bid Security, the FDR submitted should be in original and in joint name of Mumbai Railway Vikas Corporation Ltd. and the Contractor/ Bidder and duly discharged by the contractor. e-FDR acknowledge copy shall not be accepted as a valid FDR.
- (e) The Bid Security shall be valid for Ninety (90) days beyond the original Bid validity period, or beyond any period of extension if requested under ITB 18.2.

The bid security shall be deposited online through web portal <https://eprocure.gov.in>, in following bank account of Mumbai Railway Vikas Corporation Ltd.

Details of Bank account of Mumbai Railway Vikas Corporation Limited for depositing Bid Security are as under:-

- | | | |
|----|---------------------|--|
| a. | Name of Beneficiary | : Mumbai Railway Vikas Corporation Limited |
| b. | A/C No. | : 36038784315 |
| c. | IFSC Code | : SBIN0001821 |
| d. | Name of Bank | : State Bank of India |
| e. | Name of Branch | : Churchgate, Mumbai |
| f. | MICR Code | : 400002018 |
| g. | Type of Account | : Current |
- iii) Non submission of scanned copy of Bank Guarantee with the bid on e-tendering portal (E-PROCUREMENT) and/or non submission of original Bank Guarantee within the specified period shall lead to summary rejection of bid.
- iv) 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.
- v) 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.
- vi) The envelope shall be addressed to the officer and address as mentioned in the tender document.
- vii) 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.

19.3 It is not possible to submit online Bid without deposit of Bid Security.

19.4 Bid securities of unsuccessful bidders during first stage i.e. technical evaluation etc. shall be returned immediately after declaration of result of first stage i.e. technical evaluation etc. Bid security of unsuccessful bidders after financial evaluation shall be returned immediately after issue of Letter of Acceptance to the successful bidder.

19.5 The bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.

19.6 The bid security may be forfeited:

(a) if a Bidder withdraws its bid during the period of bid validity specified by the

Bidder on the Letter of Bids, except as provided in ITB 18.2 or

(b) if a Bidder misrepresents or omits the facts in order to influence the procurement process;

(c) if the successful Bidder fails to:

(i) sign the Contract in accordance with ITB 40;

(ii) furnish a performance security in accordance with ITB 41;

(iii) If the bidder does not accept the correction of his bid price during evaluation required in case of . non-conformities between Figures and Words: Sometimes non- conformities/ errors are also observed in responsive tenders between the quoted prices in figures and in words. This situation normally does not arise in case of e-Procurement. This should be taken care of by defining the treatment of bids in the tender documents in the manner indicated below:

(a). If, in the price structure quoted for the requirements, there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity, or the total price is not worked out by bidder), the unit price shall prevail and the total price corrected accordingly;

(b). If there is an error in a total corresponding to the addition or subtraction of sub-totals, the subtotals shall prevail and the total shall be corrected; and

(c). If there is a discrepancy between words and figures, the amount in words shall prevail.

(d) if the undertaking of the affidavit submitted by the bidder or the latter's constituents in pursuance to ITB clause 4.3 or any of the declarations of Letter of Technical Bid or Letter of Price Bid submitted by the bidder

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- have been found to be false at any stage during the process of bid evaluation.
- 19.7 The Bid security of a JV shall be in the name of the JV that submit the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security shall be in the name of Lead Partner of JV named in the letter of intent mentioned in ITB 4.1.
- 19.8 For E-tenders, payment of Bid Security shall be made in accordance with stipulation laid down at E-PROCUREMENT.
- 20. Format and Signing of Bid**
- 20.1 The Bidder shall submit their offer electronically on e-portal <https://eprocure.gov.in> with their valid Class - III Digital Signature certificate.
- 20.2 The electronic offer shall be submitted by a person duly authorized on behalf of the Bidder. The written confirmation of authorization to submit the bid on behalf of the Bidder should be uploaded with the offer.
- Submission and Opening of Bids**
- 21. Sealing and Marking of Bids**
- 21.1 No details about price proposal shall be disclosed directly or indirectly in the technical proposal failing which the bid shall be rejected..
- 22.1 The bid shall be submitted electronically on portal <https://eprocure.gov.in>.
- 22. Deadline for Submission of Bids**
- Manual bid submission is not permitted.
- The deadline for bid submission is:**
- Date 25.06.2026**
- Time: 15.00 Hrs***
- 22.2 The Employer may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 23. Late Bids**
- 23.1 As it is e-bid and to be submitted on e-portal, it is not possible to submit delayed Bid or Late Bid.
- 24. Substitution, and Modification of Bids**
- 24.1 The bidder can again go to the My Tenders- Live folder on the Home page of portal <https://eprocure.gov.in> and click on the bidding icon in the action column, and the page that opens will show the bid ID and other relevant details of the bid submitted by the bidder. To submit revised bid the bidder has to click on Submit Revised Bid Button in the Action column. This will again open the Bidding interface, and the bidder has to follow the steps detailed in para 5.4.1 to 5.4.6 of User Manual for

Contractor available on learning centre of portal <https://eprocure.gov.in> to submit his revised bid. The revised bid submitted by the bidder supersedes the earlier bid.

24.2 Only the last bid submitted by the bidder shall be considered for evaluation and the all earlier bids shall be superceded by the system. Bidder can revised their offer number of times before last date and time for submissin of offer.

25.1 The Technical bid opening shall take place **online** at :- Mumbai Railway Vikas Corporation Limited Second floor, Churchgate Railway station, Mumbai, 400020.

25. Bid Opening

Bidder can see relevant details online immediately after opening of bid online.

Bid Opening:

Date: 25.06.2026

Time: 15.30 Hrs.

25.2 The Price Bids will remain unopened until the time of opening of the Price Bids. The date & time for online opening of Price Bids will be advised in writing by the Employer to all the bidders who have been determined qualified in technical evaluation..

25.3 Only Technical Bids shall be opened at a time online electronically. The technical comparative charts and the offers can be viewed/ downloaded by clicking on the respective icons for each tender.

25.4 At the end of the evaluation of the Technical Bids, the Employer will invite bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Price Bids. The date and time of the opening of Price Bids will be advised online

25.5 The Employer shall conduct the online opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids and who have been determined qualified as a result of technical evaluation, on line in the presence of Bidders' representatives who choose to attend at the address, date and time specified by the Employer. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance.

25.6 All Price Bids shall be opened at a time and e-portal will generate comparative statement immediatelly. No Bid shall be rejected at the opening of Price Bids.

Evaluation and Comparison of Bids

26. Confidentiality

26.1 Information relating to the examination, evaluation and comparison prequalification of bids and recommendation of contract award shall

not be disclosed to bidders or any other persons not officially concerned with such process until information on Intention to Award the Contract is transmitted to all Tenderers in accordance *with ITB 37.3*.

26.2 Any attempt by a Bidder to influence the Employer in the examination, evaluation & comparison and pre-qualification of the Bids or Contract award decisions may result in the rejection of its Bid.

26.3 Notwithstanding ITB Sub-Clause 26.2, from the time of opening the Technical Bids to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, bidder should do so in writing.

**27. Clarification
of Bids**

27.1 To assist in the examination, evaluation & comparison and pre-qualification of the Bids, the Employer 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 Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of errors discovered by the Employer in the evaluation of the Price Bids, in accordance with ITB Clause 32.

27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Employer's request for clarification, its bid may be rejected at the discretion of the Employer.

**28. Deviations,
Reservations,
and Omissions**

28.1 During the evaluation of bids, the following definitions apply:

- (a) "Deviation" is a departure from the requirements specified in the Bidding Document;
- (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
- (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.

**29. Determination
of
Responsiveness**

29.1 The Employer's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB12.

29.2 A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,

- (a) if accepted, would:
 - (i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
 - (ii) limit in any substantial way, inconsistent with the Bidding Document, the Employer's rights or the Bidder's obligations under the proposed

Contract; or

- (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.

29.3 The Employer shall examine the technical aspects of the bid submitted in accordance with ITB 16, Technical Bid, in particular, to confirm that all requirements of Section 5 (Works Requirements) have been met without any material deviation or reservation.

29.4 If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

30. Non conformities, Errors, and Omissions

30.1 Provided that a bid is substantially responsive, the Employer may waive any nonconformities in the bid that do not constitute a material deviation, reservation or omission.

30.2 Provided that a bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the bid. Failure of the Bidder to comply with the request may result in the rejection of its bid.

31. Pre-Qualification of the Bidder

31.1 The Employer shall determine to its satisfaction during the evaluation of Technical Bids whether Bidders are qualified to perform the Contract satisfactorily.

31.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 17, to clarifications in accordance with ITB Clause 27 and the qualification criteria indicated in Section 3, Evaluation and Qualification Criteria. Factors not included in Section 3, Evaluation and Qualification Criteria shall not be used in the evaluation of the Bidder's qualification.

An affirmative determination of technical bid shall be a prerequisite for the opening and evaluation of a Bidder's Price Bid. A negative determination shall result into the disqualification of the Bid, in which event the Employer shall return the unopened Price Proposal to the Bidder.

32. Summary Rejection of Bid

32.1 The Bid submitted by Bidders shall be summary rejected in the following condition included but not limited to:

- a) Non submission of affidavit by the bidder (Form-BDF 3) (ITB 4.3 (f))
- b) Failure to furnish all information or documentation required by the Bidding Document (ITB 6.4)

-
- c) Tampering with the content(s) of bid document (ITB 6.5)
 - d) Non submission of scanned copy of Bank Guarantee with the bid on e-tendering portal (E-PROCUREMENT) and/or non submission of original Bank Guarantee within the specified period (ITB 19.2 (iii))
 - e) Any attempt by a Bidder to influence the Employer in the examination, evaluation & comparison and pre-qualification of the Bids or Contract award decisions (ITB 26.2)
 - f) Failure of the Bidder to comply with the request of information or documentation related to non-conformities (ITB 30.2)
 - g) Bidders fails to immediately inform the Employer in case they cease to fulfill eligibility in terms of ITB 4.2 & 4.3. In case the bidder fails to inform the Employer or submits a false affidavit (ITB 4.4)
 - h) Violation of Integrity Pact by the Bidder (ITB 4.5)
 - i) Bidders fails to submit the required document as per Section 3:Evaluation and qualification criteria (EQC) and if submitted, found false at any point of time.

33. Conversion to Single Currency

33.1 For evaluation and comparison purposes the currencies of the bid shall be converted into Indian Rupees as stated in BDS..

34.1 General:

1. These tender conditions are incorporated in pursuance to the policy of the Govt. of India to promote manufacturing and production of goods and services in India and Public Procurement (Preference to Make in India), Order 2017; issued by Ministry of Commerce and Industry, Department of Industrial Policy and Promotion.

34.2 Definitions and Values:

34. Purchase Preference to Make in India

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

34.2.2 **‘Class-I -local supplier’** means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under this Order.

‘Class-II local supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Order.

‘Non - Local supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this Order.

34.2.3 ‘L1’: Means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

34.2.4 *‘Margin of purchase preference’* means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be 20%

34.2.5 Procuring Entity: Mumbai Railway Vikas Corporation Ltd.

34.3 Eligibility of ‘Class-I local supplier’/ ‘Class-II local supplier’/ ‘Non-local suppliers’ for different types of procurement

- (a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only ‘Class-I local supplier’, as defined under the Order, shall be eligible to bid irrespective of purchase value.
- (b) In procurement of all goods, services or works, not covered by sub-para (a) above, and with estimated value of purchases less than Rs. 200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Only ‘Class-I local supplier’ and ‘Class-II local supplier’, as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued.
- (c) In global tender enquiries, ‘Non-local suppliers’ shall also be eligible to bid along with ‘Class-I local suppliers’ and ‘Class-II local suppliers’.

34.3 A Purchase Preference:

- (a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to ‘Class-I local supplier’ in procurements undertaken by procuring entities in the manner specified here under.

(b) In the procurements of goods or works, which are covered by para 34.3(b) and 34.3 (c) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure.

i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.

ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

Or

(c) In the procurements of goods or works, which are covered by para 34.3(b) and 34.3 (c) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.

ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.

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- iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local suppliers' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

- (d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

34.4 Verification of Local contents:

- a. The 'Class-I local supplier'/'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- b. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content

34.5 Complaints and Debarment:

- (a) Fee for Complaints: Fee for filing a complaint under the order shall be Rs. 10,000/- per case. The complaint shall be filed to the office of CMD/MRVC. The fee shall be deposited through Demand Draft in favour of Financial Advisor and Chief Accounts Officer, in favour of MRVC payable at Mumbai.
- (b) For making false declaration or providing false information in respect of local content for participation in a tender process or to secure a contract, a bidder or the bidder's successors can be debarred for up to two years along with such other actions as may be permissible under law.
- (c) A supplier who has been debarred by any procuring entity for violation of this order shall not be eligible for preference under this order for procurement by any other procuring entity for the duration of the debarment. The list of debarred bidder/supplier alongwithalong with duration and reason of debarment shall be uploaded on public

website. Apart from this, this information will also be sent to Member-Convener of the Standing Committee in DIPP and Government e-Marketplace (GeM) & Central Public Procurement Portal (CPPP) for uploading such information on their portals. In respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on CPPP so as ongoing procurements are not disrupted.

35. Evaluation of Price Bids

- 35.1 The Employer shall evaluate Price Bids of each Bid for which the Technical Bids have been determined to be substantially responsive. The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.
- 35.2 To evaluate the price bid of a bid, the Employer shall consider the following:
- (a) the bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including Day Work items, where priced competitively;
 - (b) price adjustment due to discounts offered in accordance with ITB 13.4;
 - (c) application of all the evaluation factors indicated in Section 3 (Evaluation and Qualification Criteria).
- 35.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.
- 35.4 If this Bidding Document allows Bidders to quote separate prices for different contracts, and the award to a single Bidder of multiple contracts, the methodology to determine the lowest evaluated price of the contract combinations, including any discounts offered in the Letter of Price Bid, is specified in Section 3 (Evaluation and Qualification Criteria).
- 35.5 If the bid, which results in the lowest Evaluated Bid Price is seriously unbalanced in the opinion of the Employer as per criteria defined below, the Employer may require the bidder to submit additional performance security. If for any bill/ schedule of quantities % age above or below quoted by the bidder on the estimated price is beyond 10% below the overall % age difference between the quoted contract price and the engineers estimated price, then the price for that particular schedule shall be treated as seriously unbalanced and bidder shall be bound to furnish additional performance security for such unbalanced price.

Example below demonstrates the method of calculation to arrive at unbalanced price and additional performance security:

Suppose for the L1 bidder overall % age difference between quoted contract price and the engineers estimated price;
 $(\text{Overall contract price} - \text{Overall estimated price}) \times 100 \div \text{overall estimated price} = +4\%$

Maximum % age below permitted over estimated price of any bill / schedule in this case = $+4 - 10 = -6\%$

Suppose for the L1 bidder has quoted 20% below estimated price of schedule "A" then the pricing of the schedule A shall be treated as unbalanced and the bidder shall required to furnish additional performance security for an amount equal to $(20 - 6)\%$ of the estimated price of schedule A

36. Comparison of Bids

36.1 The Employer shall compare all substantially responsive bids to determine the lowest evaluated bid, in accordance with ITB 34 and 35.

37.1 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

37.2 Standstill Period

The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with **ITB 37.4 to 37.7 i.e, de-briefing with the employer**. The Standstill Period commences the day after the date the Employer has transmitted to each Bidder the Notification of Intention to Award the Contract. Where only one Bid is submitted, or if this contract is in response to an emergency situation recognized by the Employer, the Standstill Period shall not apply.

37. Employer's Right to Accept Any Bid, and to Reject Any or All Bids

37.3 Notification of Intention to Award

The Employer shall send to each Bidder the Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information:

- a. the name and address of the Bidder submitting the successful Bid;
- b. the Contract price of the successful Bid;
- c. the names of all Bidders who submitted Bid, and their Bid prices as readout, and as evaluated, and when rated criteria are used, the

evaluated technical and financial scores, and the combined total scores.

- d. a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notification is addressed) was unsuccessful, unless the price or score information in (c) above already reveals the reason;
- e. the expiry date of the Standstill Period; and
- f. instructions on how to request a debriefing and/or submit a complaint during the Standstill Period.

37.4 Debriefing by the Employer

On receipt of the Employer's Notification of Intention to Award referred to in **ITB 37.3**, an unsuccessful Bidders has three (3) Business Days to make a written request to the Employer for a debriefing. The Employer shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline.

37.5 Where a request for debriefing is received within the deadline, the Employer shall provide a debriefing within five (5) Business Days, unless the Employer decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the Standstill Period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Employer shall promptly inform, by the quickest means available, all Tenderers of the extended Standstill Period.

37.6 Where a request for debriefing is received by the Employer later than the three (3)-Business Day deadline, the Employer should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Contract Award Notice. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the Standstill Period.

37.7 Debriefings of unsuccessful Bidders may be done in writing or verbally. The Bidder shall bear its own costs of attending such a debriefing meeting.

B. Award of Contract

38. Award Criteria

38.1 The Employer shall award the Contract to the Bidder whose bid is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily and whose offer has been determined to be the lowest evaluated subject to ITB 38.2 below.

38.2 The Employer has the right to review at any time prior to award of contract that the qualification criteria as specified in Section 3: Evaluation and Qualification Criteria are still being met by the Bidder whose offer has been determined to be the lowest evaluated Bid. A Bid shall be rejected if the qualification criteria as specified in Section 3: Evaluation and Qualification Criteria are no longer met by the Bidder whose offer has been determined to be the lowest evaluated Bid. In this event the Employer shall proceed to the next lowest evaluated Bid to make a similar reassessment of that Bidder's capabilities to perform satisfactorily.

39.1 Prior to the expiry of the Bid Validity Period and upon expiry of the Standstill Period specified in ITB 37.2 or any extension thereof, and, upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification of award (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Employer will pay the Contractor in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price").

39.2 Within ten (10) Business Days after the date of transmission of the Letter of Acceptance, the Employer shall publish the Contract Award Notice which shall contain, at a minimum, the following information:

**39. Notification
of Award**

- (a) name and address of the Employer;
- (b) name and reference number of the contract being awarded, and the procurement method used;
- (c) names of all bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated, and when rated criteria are used, the evaluated tender scores;
- (d) names of all Bidders whose Bids were rejected either as nonresponsive or as not meeting qualification criteria, or were not evaluated, with the reasons therefor;
- (e) the name of the successful Bidders, the final total contract price, the contract duration and a summary of its scope; and

39.3 The Contract Award Notice shall be published on the Employer's website with free access if available.

39.4 Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract

**40. Signing of
Contract**

40.1 Promptly after notification, the Employer shall send the successful Bidder the Contract Agreement.

40.2 Within the specified period as given in the the successful Bidder shall sign, date, and return the contract agreement it to the Employer.

41. Performance Security	41.1 Within twenty-one (21) days of the receipt of notification of award from the Employer, the successful Bidder shall furnish the performance security in accordance with the conditions of contract, subject to ITB 35.5 and Cl 16.(4) of part II of Section 6: IR standard general condition of contract , using for that purpose the Performance Security Form included in Section 8: Contract Forms, or another form acceptable to the Employer. 41.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.
42. ESHS Requirement	The successful bidder shall submit a detailed and comprehensive contract specific Environmental,social welfare,occupational health and safety (ESHS) plan within 28 days of the notification of acceptance of the tender.Detailed instructions regarding the ESHS requirements shall be obtained from section 7: Special condition of contract.
43. Insurance policy	The successfull bidder shall be the insuring party for works and contarctor's equipments,against injury to persons and damage to property & contractor's personnel and provide the relevent evidences against the same within the specified period mentioned in the section 7: Special condition of contract.
44. Jurisdiction of Courts	The bidding process shall be governed by and construed in accordance with the laws of India and Indian Courts as indicated in Bid Data Sheet shall have exclusive jurisdiction over all the disputes/issues arising under, pursuant to and/ or in connection with the bidding process.

Section 2: Bid Data Sheet (BDS)

This section consists of provisions that are specific to each procurement and supplement the information or requirements included in Section I – Instructions to Bidders.

A. Introduction

ITB 1.1	The number of the Invitation for Bids is MRVC/W/EL/GS/PNVL-KJT/Balance works. <i>dated 19.06.2026.</i>
ITB 1.1	The Employer is: MUMBAI RAILWAY VIKAS CORPORATION LIMITED, MUMBAI
ITB 1.1	The name of the IFB is “ Balance General service Electrical works in connection with construction of station buildings, service buildings, new platforms, New FOBs, staff quarters, etc. for Panvel-Karjat suburban corridor ”
ITB 4.1	Joint Venture (JV) firm is <i>Eligible</i> to participate in this tender

B. Bidding Documents

ITB 7.1	For clarification purposes only, the Employer’s address is Chief Manager (Project-Electrical) Mumbai Railway Vikas Corporation Limited New Administrative Building, D N Road CSMT, (opposite to Anjuman School) MAHARASHTRA 400001 , India. Phone – 91 - 22 –22626252, Mob-7700938454 (Dy CEE). Fax: - 91 – 22- 22096972 cmelectrical@mrvc.gov.in
ITB 7.4	Not Applicable
ITB 7.2	Site visit is not proposed to be organized by the Employer. However, the bidders are advised to visit the site before pre-bid meeting.

C. Preparation of Bids

ITB 10.1	The language of the bid is: English
ITB 12	12.1 The Bidder shall upload /submit all required information and documents concerning the Technical Bid and the Price Bid and other document based on User Manual for Contractors for E-Procurement provided on e-portal https://eprocure.gov.in and instruction given under ITB clause 11. 12.2 The Technical Bid: it shall contain the following : h. Letter of Technical Bid in accordance with ITB 16; (Original to be submitted before closing date and time of submission of documents as mentioned in BDS ITB 22.1.)

	i. Bid Security, in accordance with ITB Clause 19; (Original to be submitted before closing date and time of submission of documents as mentioned in BDS ITB 22.1.) j. written confirmation authorizing the signatory of the Bid to commit the Bidder; k. documentary evidence in accordance with ITB Clause 17 establishing the Bidder's qualifications to perform the contract; and l. other documents required in accordance with ITB clauses, EQC, BDS and completed Bidding Forms given in section 4 etc. Any other document as specified in Tender Document. m. JV Agreement/ MoU, in case of JV. n. Affidavit for correctness of document submitted. (Original to be submitted before closing date and time of submission of documents as mentioned in BDS ITB 22.1.) 12.3 The Price Bid: The Bidder shall quote their rates in Fin. Offer Tab of e-portal https://eprocure.gov.in, which will be their financial offer/ Price Bid. including the Letter of Price Bid and completed schedules as required including Bill of Quantities in accordance with ITB Clauses 12, and 14; etc. It shall contain the following: (a) Letter of Price Bid; (b) Priced BOQ – duly filled in; and (c) Any other document as specified in Tender Document. 12.4 Documents pertaining to Bid-Submission mentioned in para 12.2, only the hard copy of originals (i.e. Letter of Technical bid (BDF-1), Bid Security & Affidavit) shall be submitted before closing date and time of submission of documents as mentioned in BDS ITB 22.1. The Name & Address for submission of original documents is as under : <table border="1" data-bbox="415 1289 1330 1509"> <tr> <td>Name and Designation</td><td>V K Singh (Dy CEE/MRVC)</td></tr> <tr> <td>Address</td><td>Mumbai Railway Vikas Corporation Limited New Administrative Building, D N Road CSMT, (opposite to Anjuman School) MAHARASHTRA 400001 , India.</td></tr> <tr> <td>Mobile No</td><td>7700938454</td></tr> </table> In case of his absence, Shri Arumugam S M with mobile no 7710003549 shall be collecting the original documents. The Date and time of submission of originals shall be same as that for online submission of all bid documents	Name and Designation	V K Singh (Dy CEE/MRVC)	Address	Mumbai Railway Vikas Corporation Limited New Administrative Building, D N Road CSMT, (opposite to Anjuman School) MAHARASHTRA 400001 , India.	Mobile No	7700938454
Name and Designation	V K Singh (Dy CEE/MRVC)						
Address	Mumbai Railway Vikas Corporation Limited New Administrative Building, D N Road CSMT, (opposite to Anjuman School) MAHARASHTRA 400001 , India.						
Mobile No	7700938454						
ITB 13.2	The price shall be quoted by the tenderer in: Indian Rupees. The currency(ies) of the Tender and the payment currency(ies) shall be in accordance with Alternative A as described below: Alternative A (Tenderers to quote entirely in local currency):						

	(a) The unit rates and the prices shall be quoted by the Tenderer in the Bill of Quantities, entirely in Indian Rupees (₹).				
ITB 13.5	The prices quoted by the Bidder shall be adjustable in accordance with the provisions relevant clause of section 6-GCC and Section 7-SCC.				
ITB 14.1	The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees (INR)				
ITB 18.1	The bid validity period shall be 60 days beyond the closing date of submission of bid.				
ITB 19.1	Bid security is to be deposited as under. Bids without Bid Security will be summarily rejected. <table border="1"> <thead> <tr> <th>S.No.</th><th>Amount in ₹</th></tr> </thead> <tbody> <tr> <td>1.</td><td>₹ 38,40,100/- (Rupees Thirty-Eight Lakhs Forty Thousand One Hundred only)</td></tr> </tbody> </table> Note: i) 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.	S.No.	Amount in ₹	1.	₹ 38,40,100/- (Rupees Thirty-Eight Lakhs Forty Thousand One Hundred only)
S.No.	Amount in ₹				
1.	₹ 38,40,100/- (Rupees Thirty-Eight Lakhs Forty Thousand One Hundred only)				
ITB 19.2 (ii)	If a Bid Security is specified pursuant to ITB 19.1, the Bid Security shall be in any of the following forms at the Bidder’s option: Mode of submission of Bid Security: (a) Bid Security for the Bid may be submitted by the Bidder either in cash through e-payment gateway (UTR to be enclosed) or submitted in the form of a Bank Guarantee issued by a nationalized/scheduled bank located in India in the form given in Section 4 (Bidding Forms BDF-5) Or Fixed Deposit Receipt or Demand Draft of any Scheduled Bank or Nationalized bank. (b) A copy of these instruments towards Bid Security should be uploaded along with the Bid on E-portal web site E-PROCUREMENT and the original instruments like Bank Guarantee/Fixed Deposit Receipt/Demand Draft /UTR details should be submitted before closing date and time of submission of Bids as per BDS ITB 22.1 to MRVC office to the address mentioned in BDS ITB 7.1 either by registered post/speed post/ courier or by hand, failing , which such Bids will be summarily rejected and will not be opened. The employer, MRVC is not responsible for any delay in submission of the original document i.e.				

	BG/FDR/DD/UTR. (c) Bidder may submit Bank Guarantee from a reputable banking institution located outside India provided, it shall have a corresponding Nationalised/Scheduled Bank located in India to make it enforceable. (d) If any Bidders intends to submit FDR as Bid Security, the FDR submitted should be in original and in joint name of Mumbai Railway Vikas Corporation Ltd. and the Contractor/ Bidder and dully discharged by the contractor. e-FDR acknowledge copy shall not be accepted as a valid FDR. (e) The Bid Security shall be valid for Ninety (90) days beyond the original Bid validity period, or beyond any period of extension if requested under ITB 18.2. The bid security shall be deposited online through web portal https://eprocure.gov.in following bank account of Mumbai Railway Vikas Corporation Ltd. Details of Bank account of Mumbai Railway Vikas Corporation Limited for depositing Bid Security are as under. a. Name of Beneficiary : Mumbai Railway Vikas Corporation Limited b. A/C No. : 36038784315 c. IFSC Code : SBIN0001821 d. Name of Bank : State Bank of India e. Name of Branch : Churchgate, Mumbai f. MICR Code : 400002018 g. Type of Account : Current
ITB 20.2	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: (a) In case of Companies, a Power of Attorney from the Director of the Company who has been authorized by the Board of Directors through resolution to sign on behalf of the Company (b) In case of firm, Power of Attorney by the Proprietors. (c) In case of JV, Power of Attorney by the JV partners.

D. Submission and Opening of Bids

ITB 22.1	The bid shall be submitted electronically on portal https://eprocure.gov.in . Manual bid submission is not permitted. The deadline for bid submission is: Date: 25.06.2026 Time: 15.00 Hrs
ITB 25.1	The Technical bid opening shall take place online at: Mumbai Railway Vikas Corporation Limited, Second Floor, Churchgate Railway station, Mumbai – 400020. <i>Bidder can see relevant details online immediately after opening of bid online.</i> <u>Bid Opening:</u> Date: 25.06.2026, Time: 15.30 Hrs.

ITB 26.1	Information relating to the examination, evaluation and comparison prequalification of bids and recommendation of contract award shall not be disclosed to bidders or any other persons not officially concerned with such process until information on Intention to Award the Contract is transmitted to all Tenderers in accordance with ITB 37.3 .
ITB 34	Purchase preference as per Make in India Policy shall be applicable.

E. Evaluation and Comparison of Bids

ITB 34.2	The minimum local content shall be 50%.
ITB 34.3	The clause 34.3(b) is applicable in the tender In procurement of all goods, services or works, not covered by sub-para (a) above, and with estimated value of purchases less than Rs. 200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued.
ITB 34.3A	Procurement under this tender is covered under para 34.3(c). Hence following clause shall apply: Procurement under this tender is not divisible in nature and hence clause 34.3A(c) shall be applicable for this tender.
ITB 37	37.1 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders. 37.2 Standstill Period The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with <u>ITB 37.4 to 37.7 i.e, de-briefing with the employer</u>. The Standstill Period commences the day after the date the Employer has transmitted to each Bidder the Notification of Intention to Award the Contract. Where only one Bid is submitted, or if this contract is in response to an emergency situation recognized by the Employer, the Standstill Period shall not apply. 37.3 Notification of Intention to Award The Employer shall send to each Bidder the Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information: - the name and address of the Bidder submitting the successful Bid; - the Contract price of the successful Bid; - the names of all Bidders who submitted Bid, and their Bid prices as readout, and as evaluated, and when rated criteria are used, the evaluated technical and financial scores, and the combined total scores.

	d. a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notification is addressed) was unsuccessful, unless the price or score information in (c) above already reveals the reason; e. the expiry date of the Standstill Period; and f. instructions on how to request a debriefing and/or submit a complaint during the Standstill Period. 37.4 Debriefing by the Employer On receipt of the Employer's Notification of Intention to Award referred to in ITB 37.3 , an unsuccessful Bidders has three (3) Business Days to make a written request to the Employer for a debriefing. The Employer shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline. 37.5 Where a request for debriefing is received within the deadline, the Employer shall provide a debriefing within five (5) Business Days, unless the Employer decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the Standstill Period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Employer shall promptly inform, by the quickest means available, all Tenderers of the extended Standstill Period. 37.6 Where a request for debriefing is received by the Employer later than the three (3)-Business Day deadline, the Employer should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Contract Award Notice. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the Standstill Period. 37.7 Debriefings of unsuccessful Bidders may be done in writing or verbally. The Bidder shall bear its own costs of attending such a debriefing meeting.
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F. Award of Contract

ITB 39	39.1 Prior to the expiry of the Bid Validity Period and upon expiry of the Standstill Period specified in ITB 37.2 or any extension thereof, and, upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification of award (hereinafter and in the Conditions of Contract and Contract Forms called the “Letter of Acceptance”) shall specify the sum that the Employer will pay the Contractor in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”). 39.2 Within ten (10) Business Days after the date of transmission of the Letter of Acceptance, the Employer shall publish the Contract Award Notice which shall contain, at a minimum, the following information: (a) name and address of the Employer; (b) name and reference number of the contract being awarded, and the procurement method used; (c) names of all bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated, and when rated criteria are used, the evaluated tender scores; (d) names of all Bidders whose Bids were rejected either as nonresponsive or as not meeting qualification criteria, or were not evaluated, with the reasons therefor; (e) the name of the successful Bidders, the final total contract price, the contract duration and a summary of its scope; and 39.3 The Contract Award Notice shall be published on the Employer’s website with free access if available. 39.4 Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract
ITB 40	Within 02 days after receipt of the contract agreement successful bidder shall sign, date and return it to the employer.
ITB 44	Mumbai

Annexure 1 to BDS

Resume of Shri G.R. Agarwal

Retired as **Additional Member Electrical, Railway Board** in November 2016. Worked with Indian Railways for more than 35 years in policy formulation, planning and implementation of Railway Electrification Projects, Electric Rolling Stock, Transmission Lines, Open Access and Traction Tariff.

PROFESSIONAL EXPERIENCE

Jan 2016– Nov 2016	Additional Member Electrical RAILWAY BOARD ▪ Overall in-charge of Electrical and Railway Electrification directorates in Railway Board dealing with more than 55% freight and passenger traffic of Indian Railways on an Electrified network of more than 28000 route Km (60000 track Km) with a fleet of more than 5300 electric locomotives. ▪ Formulation of Policy and strategy for Railway Electrification on Indian Railways; Planning, sanctioning and execution of projects. Finalization of Mission Electrification for electrification of identified 22000 route Km of tracks. ▪ Strategic planning of electric locomotives production, procurement and operation. Planning of maintenance facilities for electric locomotives and Traction network. ▪ Strategic planning for reduction in traction bill including open access management. ▪ Acquisition and manufacturing of 12000 HP, 3 –ph electric locomotives under PPP model in collaboration with M/S Alstom at electric locomotive factory Madhepura. ▪ Acquisition and management of Latest technology related with electric locomotives and electric multiple units.
Aug 2015 – Jan 2016	Secretary RAILWAY BOARD ▪ Overall, In-charge of Railway Board. Monitoring key agenda of Hon'ble Minister of Railways and coordination with all stakeholders. ▪ Coordination with Chairman Railway Board, Railway Board members and General Managers in all matters of strategy, planning, execution, and monitoring. ▪ Establishment Officer for all Group A officers of all Railway Services in all service matters viz. postings, selections, promotions, disciplinary and appeal matters, court cases. Coordination with DOPT (Department of Personnel and Training) and ACC (Appointments Committee of Cabinet). ▪ Nodal officer for all parliamentary questions and parliament meetings related with IR. ▪ Conducting Railway Board meetings.
Jul 2014 – Jul 2015 / Nov 2011 – Jul 2014	Chief Electrical Engineer Central Railway / South Central Railway ▪ Successfully commissioned an extremely complicated project of DC to AC conversion from Thane to CSTM in Mumbai suburban network in very tight timelines without affecting operations. ▪ Overall in-charge of electrical department, providing leadership to functional heads. ▪ Maintenance and operation of electric traction system comprising 5400 track Km on Central Railways/ 6500 track Km on South Central Railway.

	▪ Maintenance and operation of more than 620 electric locomotives in Central Railway /590 in SC Railways, as also periodic overhauling (POH), re-cabbling and assembly of 120 electric locomotives annually from all over Indian Railways. ▪ Maintenance and operation of more than 150 rakes of Electric multiple units for operating more than 1760 services on a daily basis on a very complex Central Railways' suburban network spanning approx. 300 Route Km. ▪ Planning and execution for up-gradation and creation of commensurate infrastructure for the maintenance of electric locomotives, electric multiple units and electric traction system in electric loco sheds, EMU sheds, OHE, PSI maintenance depots and remote control centre. ▪ Coordination with all stake holders for execution of Railway Electrification projects being executed in respective zonal railway. ▪ Managing electricity traction tariff, open access, coordination with electricity regulatory commissions.
Jul 2008 – Aug 2010	Divisional Railway Manager, Jaipur North Western Railway ▪ Responsible for overall business performance of Jaipur division. Overall in-charge of the division. Providing leadership to functional branch heads of the division. ▪ Major track works (gauge conversion on Rewari-Phulera section and doubling on Rewari-Jaipur-Ajmer section) and major remodelling of Rewari and Phulera yards were commissioned during that period. ▪ Unprecedented achievement on consolidation and improving non fare earnings (Advertisement earnings) and non- ticket window sales. ▪ Unprecedented improvement in passenger amenities.
Jan 1983 – Jun 2008 Aug 2010- Sep 2011	▪ Worked in various junior, middle and senior level positions at Northern Railway, Western Railway, Central railway, RDSO and Railway Board in the areas of design, maintenance and operation of electric locomotives and electric traction system and policy planning of Railway Electrification projects.

SUCCESS STORIES& AWARDS

Achievements	▪ Finalization of mission electrification for electrification of identified 22000 route Km for expeditious sanctioning of Railway Electrification projects on Indian Railways (Nov 2016) ▪ Involvement of other key partners viz Power Grid Corporation of India Ltd (PGCIL), Indian Railway Construction Organisation (IRCON) and (RITES) for the first time in execution of Railway Electrification projects (Nov 2016) ▪ Streamlined processes and expedited formation of promotional panels for all railway services in Railway Board (2015) ▪ Successfully commissioned an extremely complicated project of DC to AC conversion from Thane to CSTM in Mumbai suburban network of Central Railway in very tight timelines through steely resolve, rigorous monitoring and out of box solutions for complicated issues. (June 2015) ▪ Streamlined maintenance of 3-ph EMUs through finalization of long pending issue of appropriate outsourcing and creation of additional facilities in Central Railway, resulting into notable improvement in reliability (2014-2015) ▪ Successful trials, commissioning and introduction of first 3-ph EMUs with
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	electricians of M/S Siemens on Western Railway in tight timelines (2007-08).
Awards	▪ Energy efficiency awards of Bureau of Energy Efficiency for successive 3 years (2012-13 to 2014-15) as Chief Elect Engineer in South Central Railway and Central Railway. ▪ General Manager Shield for best division in 2010 as Divisional Railway Manager, Jaipur. ▪ General Manager Award in 1997 as Sr Divisional Electric Engineer, Delhi in Northern Railway.
Trainings	▪ “Advanced Professional Programme in Public Administration” at The Indian institute of Public Administration, New Delhi (Sep 2000 – Mar 2001) ▪ “Maintenance of 3 PH EMUs” at Siemens Manufacturing Facilities, Germany (Dec 2007) ▪ “Maintenance of 3 PH Electric Locomotives” at ABB Manufacturing Facilities, Switzerland (Jan 2000) ▪ “Electric Locos (Maintenance & Repair)” at British Rail, Derby, UK (Jan’93 –Mar’93)
Other Professional Affiliation	▪ Project Assessor of International Project Management Award, German (2005 – 2007) ▪ Member, The Institution of Engineering and Technology

EDUCATIONAL QUALIFICATIONS

2003 – 2005	Master of Science (Electrical Engineering)	University of Applied Sciences, Darmstadt, Germany
Mar 2001	Master's Diploma in Public Administration	The Indian institute of Public Administration, New Delhi
Dec 2000	MBA (Finance)	Indira Gandhi National Open University
1974 – 1978	Bachelor of Engineering (Electrical)	University of Roorkee

Section III - Evaluation and Qualification Criteria

This section contains all the criteria that the Employer shall use to evaluate Tender and qualify Tenderers. No other factors, methods or criteria shall be used other than those specified in this Tender document. The Tenderer shall provide all the information requested in the forms included in Section IV, Tender Forms.

Wherever a Tenderer is required to state a monetary amount, Tenderers should indicate in Indian Rupees (₹) only.

1. Evaluation-Not Applicable

1.1 Adequacy of Technical Bid

Evaluation of the Bidder's commitment to mobilize key equipment and personnel for the contract consistent with the requirements stipulated in Section 5: Works Requirements regarding work methods, scheduling, and material sourcing.

1.2. Multiple Lots/Contracts-Not Applicable.

1.3. Completion Time- Alternative Completion Time is not permitted.

1.4. Technical Alternatives

Technical alternatives are not permitted

1.5. Margin of Preference

1.5.1. Purchase Preference to Central Public Sector Enterprises (CPSEs)

Purchase Preference to CPSEs shall not apply.

1.5.2. Domestic Preference

Purchase preference as per Make in India Policy shall be applicable as specified in Clause 34 of ITB and BDS.

2. Qualification Criteria- Not Applicable

3. Contractor's Representative and Key Personnel

Note:

1. The Tenderers participating will have to submit key personnel details for.
2. Insert in the following table, the minimum key specialists required to execute the contract, taking into account the nature, scope, complexity and risks of the contract.

The Tenderer must demonstrate that it will have a suitably qualified Contractor's Representative and suitably qualified (and in adequate numbers) Key Personnel, as described in the table below.

The Tenderer shall provide details of the Contractor's Representative and Key Personnel and such other Key Personnel that the Tenderer considers appropriate to perform the Contract, together with their academic qualifications and work experience. The Tenderer shall complete the relevant Forms PER-1 and PER-2 in Section IV, Tender Forms.

The Contractor shall require the Employer's consent to substitute or replace the Contractor's Representative (reference General Conditions of Contract Sub Clause 4.3) and any of the Key Personnel (reference the Particular Conditions of Contract Sub Clause 1.1.2.7).

Key Personnel

Item No.	Position/ specialization	Relevant academic qualifications	Min. years of relevant work experience	No. of personnel
1.	Project Manager (Electrical)	Bachelor's degree in electrical engineering	Minimum 7 years' relevant work experience. Preferable Experience of Railway/Metro.	1
2.	Site Engineer (Electrical)	Bachelor's degree/Diploma in electrical engineering	Minimum 3/5 years' relevant work experience. Preferable Experience of Railway/Metro.	2
3.	Environment, Health and Safety Engineer	Graduate in Civil or Environmental Engineering with preference in specialization and/or additional qualification in Occupational Health and Safety	Minimum 05 Years as Environment, Health, and Safety Engineer	1

The list is indicative and not exhaustive. Tenderer shall deploy required Key Personnel as per site condition, progress of work & speed of construction required and it will be entirely his responsibility to deploy appropriate & adequate key Personnel to meet various milestones & time schedules. This is subject to compliance of minimum requirement.

However, non-deployment of Project Manager within 30 days of Notice to Proceed will attract penalty as mentioned in table below.

The penalty for Non deployment of above positioned experts within 30 days of commencement of work will attract penalty as under: -

Item No.	Position/ specialization	Penalty Per Month or part thereof	Remark
1	Project Manager	₹ 1,00,000/-	Within 07 days of Notice to Proceed
2	Environment, Health and Safety Engineer	₹ 80,000/-	Within 07 days of Notice to Proceed

The list is indicative and not exhaustive. Tenderer shall deploy required Key Personnel as per site condition, progress of work & speed of construction required and it will be entirely his responsibility to deploy appropriate & adequate key Personnel to meet various milestones & time schedules.

The Tenderer must not have in his employment:

[i] the near relations (defined as first blood relations, and their spouses, of the Tenderer or the Tenderer's spouse) of persons of the following Government Departments.

- Mumbai Railway Vikas Corporation Ltd.
- Indian Railways

[ii] without Government permission, any person who retired as gazetted officer within the last one year

Note:

The Managerial and Technical competence of a contractor is largely related to the key personnel on site. The extent to which the Tenderer should demonstrate having staff with extensive experience should be limited to those requiring critical operational or technical skills. The criteria should therefore refer to a limited number of such key personnel, for instance, the project or Contract Manager and others working under the Project Manager who will be responsible for major components (e.g., specialized in Railway electrification work of General Service, Environmental, Health and Safety issues as required for each particular project as required for each particular project). Criteria of acceptability should be based on:

- (a) a minimum number of years of experience in a similar position; and
- (b) a minimum number of years of experience and/or number of comparable projects carried out in a specified number of preceding years

5 Equipment
Not Applicable

6 Affidavit (FOR SPECIAL ATTENTION OF BIDDER):

The tenderers shall submit a notarized affidavit on a non-judicial stamp paper stating that they are not liable to be disqualified and all their statements / documents submitted along with bid are true and factual. Standard format of the affidavit to be submitted by the bidder is enclosed in Bidding form No. BDF3 Section: 4. A copy of the same should be uploaded along with the Bid on E-portal web site IREPS and the original should be submitted before closing date and time of submission of Bids to MRVC office to the address mentioned in BDS ITB 7.1 either by registered post/speed post/ courier or by hand. Non submission of an affidavit by the bidder shall result in summary rejection of his/their bid. And it shall be mandatorily incumbent upon the tenderer to identify, state and upload the supporting documents duly self attested by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document. It will not be obligatory on the part of Employer to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned.

7 Bid capacity-Not Applicable

Section 4 : Bidding Forms (BDF)

Section 4: Bidding Forms (BDF)

Section 4: Bidding Forms

This Section contains the forms which are to be completed by the Bidder and uploaded as part of his Bid .

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Letter of Technical Bid

Date:

Invitation for Bid No.:

To:

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) 8;
- (b) 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 Employer, 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.
- (c) 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 in the annexed Special Conditions/Specifications, Standard Schedule of Rates (SSOR) with all correction slips up-to-date for the present contract.
- (d) Bid Security
 - (i) A Bid Security of ₹_____has already been deposited online / submitted as Bank Guarantee bond/FDR(Fixed Deposit Receipt)/DD ((Demand Draft). Details are as follows :

(Please fill in the relevant details for the mode in which Bid Security has been submitted)

1.NEFT/RTGS (For e-payment i.e. cash Deposit)

Name of the Bank: _____
Branch : _____
UTR no. _____ date _____

2.Demand Draft (DD)

Name of the Bank: _____
Branch : _____
Demand draft no. : _____ date _____

3.Fixed Deposit Receipt (FDR)

Section 4: Bidding Forms (BDF)

Name of the Bank: _____
Branch : _____
FDR No : _____ date _____

4. Bank Guarantee (BG)

BG no. _____ date _____ valid upto _____
Bank name: _____
Branch _____

Note:- In case of BG/FD/DD , the original instrument to be handed over as per BDS ITB 12.4, and copy of the same to be uploaded in the bid and also indicate above in d(i). In case of cash transfer/ transaction like RTGS/NEFT/UTR details are to be shown above and the details to be submitted along with the originals as per Section I, ITB 12.4.

- (ii) 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;
- (e) We offer to execute the Works in conformity with the Bidding Documents ;
- (f) 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.
- (g) We are a Labour Cooperative Society and our Registration No. is.....withand hence required to deposit only 50% of Bid Security.
- (h) 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.
- (i) Our bid shall be valid for a period ofdays from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (j) If our bid is accepted, we commit to submit a performance security in accordance with the Bidding Documents;
- (k) If our bid is accepted, we commit to deploy key equipment and key personnel consistent with the requirements stipulated in Section 5: Works Requirements;

Section 4: Bidding Forms (BDF)

- (l) If our bid is accepted, we commit to submit work method statements for all major activities and get these approved from the engineer prior to commencing work on such activities. We also understand that the work shall be executed as per the approved method statements without any deviations;
- (m) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 4.2;
- (n) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.2,
- (o) We declare that we are not liable to be disqualified in Accordance with ITB 4.3 and we are enclosing the affidavit for the same as per the Performa given in the bid document.
- (p) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (q) We have not made any deviations from the requirement of the bidding document and we have also not made any tampering or changes in the bidding documents on which the bid is being submitted and if any tampering or changes are detected at any stage, we understand the bid will invite summary rejection and forfeiture of bid security/the contract will be liable to be terminated along with forfeiture of performance security, even if LOA has been issued.
- (r) We understand that we will be considered to be participating for all the lot(s) for which we have submitted the bid security(ies) and we will be considered for award of the following , subject to fulfilling the eligibility criteria as given in bidding document;
 - i. Such individual lot(s) for which we have submitted the bid security (ies); and
 - ii. All possible combinations of such individual lots except the following combination(s) of lots for which we are NOT willing to be considered for award;
 - a. -----
 - b. -----
- (s) We declare that the submission of this bid confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services or any other item of work related to the award and performance of this contract. We further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been, or will be, paid and that the bid price does not include any such amount. We acknowledge the right of the Employer, if he finds to the contrary, to declare our bid to be noncompliant and if the contract has been awarded to declare the contract null and void.
- (t) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Section 4: Bidding Forms (BDF)

- (u) We declare that our product and/or services offered for this tender meet the minimum prescribed local contents and requirement of Class-I Local Supplier/Class-II Local Supplier (choose one option) as per policy of Purchase Preference to Make in India.

Or

We declare that our product and/or services offered for this tender does not meet the minimum prescribed local contents and requirement of Class-I Local Supplier and Class-II Local Supplier as per policy of Purchase Preference to Make in India.

(Strike out whichever is not applicable)

- (v) As required under Eligibility clause ITB 4.1 (d), it is certified that:

Certificate for Tenders for Works and others involving possibility of sub-contracting

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority (delete whichever not applicable) and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]”

Or#

Certificate for Tenders where subcontracting is not involved

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]”

(#Strike out whichever not applicable)

Name

In the capacity of

Signed

Duly authorized to sign the Bid for and on behalf of

Date

Letter of Price Bid

Date:

Invitation for Bid No.:

To:

We, the undersigned, declare that:

We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) 8;

We offer to execute the Work in conformity with the Bidding Documents;

The total price of our Bid, shall be as per rates quoted by us in Financial Bid tab on e-portal <https://eprocure.gov.in>.

We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and

We have not made any deviations from the requirement of the bidding document and we have also not made any tampering or changes in the bidding documents on which the bid is being submitted and if any tampering or changes are detected at any stage, we understand the bid will invite summary rejection and forfeiture of bid security/the contract will be liable to be terminated along with forfeiture of performance security, even if LOA has been issued.

We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Name

In the capacity of

Signed

Duly authorized to sign the Bid for and on behalf of

Date

Note: The discounts, and the methodology of their application, should be quoted in Fin. Offer Tab of bid preparation and submission interface on e-portal <https://eprocure.gov.in> so that the discounts can be evaluated by simple arithmetic calculation during financial evaluation of the bids, to arrive at the net total price of the bid. If the net total price cannot be calculated after application of the methodology of the discount(s) quoted, the bid shall be considered as incomplete and will be rejected.

Please do not indicate your rates or total offer cost etc. directly or indirectly anywhere in documents uploaded by you.

**FORMAT FOR AFFIDAVIT TO BE SUBMITTED BY BIDDER ALONG WITH
THE BID**

(To be executed in presence of Public Notary on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act. The stamp paper has to be in the name of the bidder)**

I (Name and designation)**..... appointed as the attorney/authorized signatory of the bidder (including its constituents), M/s. _____ (hereinafter called the bidder) for the purpose of the Bid for the work of _____ as per the bid No. _____ of MRVC, do hereby solemnly affirm and state on behalf of the bidder including its constituents as under:

- 1 I/We the Bidder(s), am/are signing this document after carefully reading the contents.
- 2 I/We the Bidder(s) also accept all the conditions of the tender and have submitted the Bid and self attested documents in confirmation thereof.
- 3 I/We hereby declare that while submitting the bid, I/we have gone through the bidding document and all the corrigendum issued on Indian Railway website <https://eprocure.gov.in>.
- 4 That the bidder or any of its constituents has not been Blacklisted/ banned for business dealings(i) for all Government Departments by Ministry of Commerce or (ii) by Ministry of Railways or (ii) by MRVC at any time and/or no such blacklisting is in force as on the deadline for submission of bids.

*5 That none of the previous contracts of the bidder or any of its constituents had been terminated/rescinded for Contractor's failure by Mumbai Railway Vikas Corporation Ltd. during the period of last 2 years before the deadline for submission of bids.

(Add Proviso of Clause 4.3(b) (ITB suitably, if any Contract was so terminated).

- *6 The bidder or any of its constituents has not been imposed liquidated damages of 5% or more of contract value by MRVC due to delay in the implementation of any previous contract (either in the capacity of a single entity or as constituent of any other JV) within the period of last 2 years before the deadline for submission of bid [2 years shall be reckoned from the date on which imposed L.D. has exceeded 5% of the contract price] and there are no such accrued delay damages which has not been fully recovered before the deadline for submission of bids on account of contractor's request for deferring recovery to maintain cash flow and MRVC has acceded to the same in the interest of the project and the work under the previous contract in question has been completed before the deadline for submission of bid, unless imposition of such delay damages has been set aside by the Competent Authority.
7. That the Bidder or any of its constituents is neither Bankrupt/Insolvent nor is in the process of winding-up nor such a case is pending before any Court on the deadline of submission of the bid.
- *8 That the name of the Bidder or any of its constituents is not on the list of "Poor Performer" of MRVC as on the deadline for submission of bid.

Section 4: Bidding Forms (BDF)

9. I/ We declare that the bidder or any of its constituents have not either changed their name or created a new business entity as covered by the definition of “Allied Firm” under para 1102 (iii) of chapter XI of Vigilance manual of Indian Railways with latest amendments and corrections (available on website of Indian Railways), consequent to having been banned business dealings for specified period which is not over or suspended business dealings or having been declared as poor performer.

10. #I/We declare and certify that balance sheets for last three financial years including that for the latest concluded financial year are being submitted.

OR

I/We declare and certify that balance sheet for the latest concluded financial year has not been finalized till date and that is why we are furnishing financial data for last three financial years ignoring the latest concluded financial year.

(# - Delete whichever is not applicable)**.

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

12. 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.

13. I/We understand that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the Bid Security besides banning of business for two years on MRVC and entire Indian Railways. Further, I/we (insert name of the bidder)** _____ and all my/our constituents understand that my/our offer shall be summarily rejected.

14. I/We also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, alongwith forfeiture of Bid Security, Performance security deposit besides any other action provided in the contract including banning of business for two years by MRVC.

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

16. I/We understand that in case we cease to fulfill the requirements of qualifying and eligibility criteria at any time after opening of bids and till finalization of bids, it will be our bounden duty to inform the Employer of our changed status immediately and in case of our failure to do so, our bid shall be rejected and bid security shall be forfeited. In case such failure comes to the notice of Employer at any time after award of the contract, it will lead to termination of the contract and forfeiture of Bid or Performance Security. We shall also be liable for Banning of Business dealings upto a period of five years.

17. I/We understand that if the contents of the affidavit are found to be false at any stage during bid evaluation, it will lead to rejection of our bid and forfeiture of the bid security. Further,

Section 4: Bidding Forms (BDF)

we [insert name of the bidder]** _____ and all our constituents understand that we shall be liable for banning of business dealings upto a period of five years.

18. I/We also understand that if the contents of the affidavit are found to be false at any time after the award of the contract it will lead to termination of the contract, forfeiture of Bid or Performance Security and Banning of Business dealings of the Bidder and all its constituents for a period of upto five years.
19. I/We declare that the information and declaration submitted by us with reference to Local Content for Purchase Preference to Make In India Policy, are correct and we are fully responsible for the correctness of the information and documents, submitted by us.
20. 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 BIDDER

Verification:

Verified on _____ day of _____ at _____ that the contents of the above mentioned affidavit are true and correct and nothing material has been concealed there from.

SEAL AND SIGNATURE OF THE BIDDER

*Modify the contents wherever necessary, in terms of sub-clause 4.3 ITB.

** The contents in Italics are only for guidance purpose and details as appropriate, are to be filled in suitably by Bidder.

Attestation before Magistrate/Public Notary

Section 4: Bidding Forms (BDF)

Form: BDF 4 INTEGRITY PACT

General

This Agreement (hereinafter called the Integrity Pact) is made on Day of the month ofYear..., between MUMBAI RAILWAY VIKAS CORPORATION LTD, (hereinafter called MRVC), a government company under the Ministry of Railways, and (hereinafter called the “BIDDER”) Description of Bidder.

The expressions “MRVC “ and “BIDDER” shall mean and include their respective legal representatives, successors in interest, and assigns and shall collectively be referred to as “ the Parties” and individually as “ the Party”.

WHEREAS MRVC intends to award, under laid down organizational procedures, contract for (hereinafter referred to as the ‘Contract’).

WHEREAS MRVC necessarily requires full compliance with all relevant laws of the land, rules, and regulations, economic use of resources, and fairness/transparency in relations with its Bidder(s) and / or Contractor(s).

WHEAREAS In order to achieve these goals, MRVC has appointed Independent External Monitor (IEM), as detailed in Para 7 of this Pact, to monitor the entire tender process till the final completion of the contract for compliance with the Integrity Pact by all the parties concerned for all works covered in the Contract.

NOW, THEREFORE,

To Avoid all forms of corruption by following a system that is fair, transparent, and free from any influence/prejudiced dealings prior to, during, and subsequent to the currency of the contract to be entered into,:

To Enable MRVC to obtain the desired works/stores/equipment at a competitive price in conformity with defined specifications by avoiding high cost and distortionary impact of corruption on public procurement, and

To Enable BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that MRVC will commit to prevent corruption, in any form, by its officials by following transparent procedures.

Section 4: Bidding Forms (BDF)

THE PARTIES HERETO HEREBY AGREE TO ENTER INTO THIS INTEGRITY PACT
AND AGREE AS FOLLOWS:

1. **Scope**

The Integrity Pact, in respect of the said contract, would be operative from the stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the BIDDERS and exclusion from future business dealings as specified in this Integrity Pact.

1. **Commitments of MRVC**

- 2.1 No official of MRVC, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, any benefit, or any other advantage from the BIDDER, either for themselves or for any person, organization, or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting, or implementation process related to the contract.
- 2.2 MRVC will, during the entire tender process stage, treat all BIDDERS with equity and reason. It will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 2.3 MRVC shall obtain bids from only those party/parties who have been short-listed or pre-qualified or through a process of open advertisement/web publishing or a combination thereof.
- 2.4 In case any misconduct on the part of any official(s) of MRVC is reported by the BIDDER to the Chairman & Managing Director of MRVC with full and verifiable facts and the same is prima facie found to be correct by the Chairman & Managing Director of MRVC, necessary disciplinary proceedings, or any other action as deemed fit, may be initiated by MRVC and such a person shall be removed from further dealings related to the subject contract process. In such situations of misconduct, while an enquiry may stand initiated or may be going on, the progress of bidding, execution, etc. under the contract shall not be stalled.

3. **Commitments of BIDDERS**

- 3.1 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means, and illegal activities during any stage of bid including pre-contract, contract, or post-contract stage. In particular the BIDDER undertakes to abide by the measures given in the following paragraphs.
- 3.2 The BIDDER will not offer, directly or through intermediaries, any bribe, benefit, or any other advantage like commission, fees, brokerage or inducement to any official of MRVC, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting, and implementation of the contract.
- 3.3 The BIDDER has not given, offered, or promised to give, directly or indirectly, any bribe or any benefit or other advantage like commission, fees, brokerage, or inducement to any official of MRVC or their family members or otherwise in procuring the Contract or

Section 4: Bidding Forms (BDF)

- forbearing to do or having done any act in relation to the obtaining or execution of the contract.
- 3.4 The BIDDER will disclose the name and address of its agents and representatives, if any, in India and/or abroad.
- 3.5 The BIDDER will disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.6 The BIDDER further confirms and declares to MRVC that the BIDDER has not engaged any individual or firm or company, whether Indian or foreign, to intercede, facilitate, or in any way to recommend to MRVC or any of its functionaries, whether officially or unofficially, award of the contract to the BIDDER, not has any amount been paid, promised, or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation, or recommendation.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the competition, transparency, fairness, and progress of the bidding process, bid evaluation, contracting, and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means, and illegal activities.
- 3.9 The BIDDER will not use for purposes of competition or personal gain, or pass on to others, any information provided by MRVC as part of the business relationship, regarding plans, technical proposals, and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from making any complaint, directly or through any other manner, without supporting it with full and verifiable facts. If the Bidder submits frivolous or false complaint(s), it will be liable to attract sanctions as mentioned in Para 5 of this Pact.
- 3.11 The BIDDER will not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of MRVC, or alternatively, if any relative of an officer of MRVC has financial interest/stake in the BIDDER's firm, the same will be disclosed by BIDDER at the time of filing of tender.
- 3.13 The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956 or any amendment thereto.
- 3.14 The BIDDER will not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of MRVC.
- 3.15 All disclosures required under this Pact shall be included as Annexure/Appendices thereto as an integral part of this Pact.
- 3.16 If the BIDDER/Contractor is a partnership or a consortium, this Pact will be signed by all partners or consortium members.

4. Previous Transgression

- 4.1 The BIDDER declares that no previous transgression has occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process. (The date of such transgression, for the purpose of disclosure by

Section 4: Bidding Forms (BDF)

the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The period for which such transgression(s) is/are to be reported by the bidders shall be last three years to be reckoned from date of bid submission. The transgression(s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.)

- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject. BIDDER can be disqualified from the tender process or the contract and, if already awarded, can be liable to attract sanctions under this Pact.

5. Sanctions for Violations

- 5.1 Any breach of the provisions of this Pact by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle MRVC to take all or any one of the following actions, wherever required: -
- 5.1.1 To disqualify the BIDDER in pre-award stage without assigning any reason and without any compensation to the BIDDER. However, the proceedings with other BIDDER(s) would continue.
- 5.1.2 To take such actions/steps as per provisions made in the tender documents/contract, if contract already signed, without giving any compensation to the BIDDER.
- 5.1.3 To debar the BIDDER from participating in future bidding processes as per MRVC policy on "Suspension/Banning of Business Dealings" with Agencies".
- 5.1.4 To forfeit, either fully or partially, the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed), without assigning any reason therefore.
- 5.2 MRVC will also be entitled to take all or any of the actions mentioned under this Para 5 in the event of commission by the BIDDER, or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code. 1860, or Prevention of Corruption Act, 1988, or any other statute enacted for prevention of corruption.
- 5.3 The decision of MRVC to the effect that a breach of any provision of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER.
- 5.4 The BIDDER shall be liable to pay compensation for any loss or damage to MRVC in the event of any action under this Para 5 and MRVC shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

6. Fall Clause

- 6.1 In case of supply tenders, the BIDDER undertakes that it has not supplied/is not supplying stores of identical description at a price lower than that offered in the present bid to any other Customer/Ministry/Department of the Government of India or PSU. If it is found at any stage that similar stores of identical description was supplied by the BIDDER to any other Customer / Ministry/Department of the Government of India or PSU at a lower price during the currency of the contract, then that very price, with due allowance for elapsed time and applicable contract condition, will be applicable to the present case, and if the contract has already been concluded, the difference in the cost would be refunded by the BIDDER to MRVC.

7. Independent External Monitory (IEM)

Section 4: Bidding Forms (BDF)

- 7.1 MRVC has appointed Independent External Monitor (hereinafter referred to as IEM) for this Pact in consultation with the Central Vigilance Commission Names and Addresses of the IEM are given below:

Name: Dr. S. Srivastava, FA&CAO/W.Rly (Retd.),
Cell : 9869673623,
e-mail : ssrivastava27@yahoo.co.in

- 7.2 The task of IEMs shall be to review independently and objectively whether, and to what extent, the Parties comply with the obligations under this Pact.
- 7.3 The IEMs shall not be subject to instructions by the representatives of the Parties and perform their functions neutrally and independently.
- 7.4 Both the Parties accept that the IEMs would have a right to access, without restriction, to all Project documentation of MRVC and the BIDDER upon request and demonstration of a valid interest by the IEMs. The same is also applicable to sub-contractors of the BIDDER. The IEMs shall be under contractual obligation to treat the information and documents of all the parties with confidentiality.
- 7.5 In case of non-compliance of the provisions of the Integrity Pact, any complaint/non-compliance can be sent by an aggrieved party, giving specific details of non-compliance with supporting documents, to the designated Nodal Officer of MRVC appointed by the CMD. The Nodal Officer, after verification of the complaint, shall refer the complaint/non-compliance so received by him to the aforesaid IEM. Alternatively, as soon as the IEM notices a violation of this Pact, or has reason to believe that a violation has occurred, or had received a complaint, he will so inform the CMD of MRVC in the first instance.
- 7.6 The IEM would then examine all complaints, other than anonymous/pseudonymous complaints, received by them and give their written report to the CMD of MRVC within 6 weeks from the date of reference or intimation to him by MRVC/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

8. **Law and Place of Jurisdiction**

This Pact shall be applicable to all tenders invited and finalized in India. This Agreement is subject to Indian Law and the place and jurisdiction for resolving any issue shall be Mumbai.

9. **Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

10. **Validity**

- 10.1 The validity of this Integrity Pact shall be from the date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both MRVC and the BIDDER including Defect Liability/Warranty period, whichever is later. In case BIDDER(s) is (are) unsuccessful, this Integrity Pact shall cease to be valid on the expiry of two months from the date of award of the contract.

Section 4: Bidding Forms (BDF)

- 10.2 Should any provision of this Pact turn out to be invalid; the remaining parts of this Pact shall remain unaffected which shall be honoured and implemented by the Parties in its intent and spirit.
11. The Parties hereby sign this Integrity Pact at Mumbai, India on date.....

(Full name & Registered Office Address)

For and on Behalf of

**Mumbai Railway Vikas Corporation
Limited,
2nd Floor, Churchgate
Station Building,
Mumbai 40020**

For and on Behalf of

Contractor

Witness

1..... 1.

Witness

Bid Security of.....

Bank Guarantee

(On non-judicial stamp paper of the appropriate value in accordance with Stamp Act. The stamp paper should be in the name of the Executing Bank).

From:

[Insert Bank's Name, and Address of Issuing Branch or Office]

To:

The Chairman and Managing Director,
Mumbai railway Vikas Corporation Limited,
2nd Floor Churchgate
Mumbai 400020

Beneficiary: Mumbai Railway Vikas Corporation Limited (hereinafter called "the Employer")

Date:

Bid Security No.:

We have been informed that [Insert name of the Bidder]..... (hereinafter called "the Bidder") intends to submit to you its bid (hereinafter called "the Bid") for the execution of
.. [name of contract] under Invitation for Bids No. dated..... ("the IFB").

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

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 Employer full amount in the sum of ***[Insert Value of Bid Security required]*** as above stated.
2. The Bank undertakes to immediately pay on presentation of demand by the Employer any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Employer 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 Employer without any reference to the Bidder and without the Employer being required to show grounds or give reasons for its demand of the amount so demanded.

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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 Employer 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 Employer 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 bid validity date in the ITB]. 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 Employer 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 Employer. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.
10. The Guarantee shall be valid in addition to and without prejudice to any other security Guarantee (s) of Bidder in favour of the Employer. The Bank, under this Guarantee, shall be deemed as Principal Debtor of the Employer.

Date
Place.....

.....
Bank's Seal and authorized signature(s)
[Name in Block letters].....
[Designation].....
[P/Attorney] No.

Witness:

1 Signature
Name & Address & Seal

2 Signature
Name & address & Seal

Bank's Seal
P/Attorney] No.

Note:

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

**PRO-FORMA LETTER OF PARTICIPATION FROM EACH PARTNER OF JOINT
VENTURE (JV)
(On each Firm's Letter Head)**

No....

Dated

From:

.....
.....

To,
The Chairman and Managing Director,
Mumbai Railway Vikas Corporation Limited,
2nd Floor Churchgate
Mumbai 400020

Gentlemen,

Re: ...“*[Insert name of work]*.....”.

Ref: Your notice for Invitation for Bid (IFB)

1. We wish to confirm that our company/firm (delete as appropriate) has formed a Joint Venture by name of with for the purposes associated with IFB referred to above.

(Members who are not the lead partner of the JV should add the following paragraph).*

The JV is led by ... whom we hereby authorize to act on our behalf for the purposes of submission of Bid for and authorize to incur liabilities and receive instructions for and on behalf of any and all the partners or constituents of the Joint Venture.’

OR

*(Member(s) being the lead member of the group should add the following paragraph)**

In this group we acts as leader and, for applying for qualification, represents the Joint Venture.

2. #We are participating in the tender as Joint Venture Firm (Please Specify name of JV and name of member firms), however JV will be registered only if we become successful bidder and work is allotted to us. Since, JV is not yet incorporated; we do not have the PAN of JV firm. Therefore, we are participating in the name of lead member. However, it may be treated as bidding from JV firm and we are enclosing/uploading herewith copies of necessary Power of Attorney in the name of lead member. We shall submit duly signed Joint Venture Agreement along with the Performance Security to the employer within 21 days of issue of letter of acceptance.”

Section 4: Bidding Forms (BDF)

3. In the event of our group being awarded the contract, we agree to be jointly with (names of other members of our JV)..... and severally liable to the Mumbai Railway Vikas Corporation Limited, its successors and assigns for all obligations, duties and responsibilities arising from or imposed by the contract subsequently entered into between Mumbai Railway Vikas Corporation Limited and our JV.

4. *I/We, further agree that entire execution of the contract shall be carried out exclusively through the lead partner.

Yours faithfully,

(Signature)

(Name of Signatory).....

(Capacity of Signatory).....

Seal * Delete as applicable

This declaration is to be included when Joint Venture firm has yet not been registered and tender is being submitted online by Lead Member of the Joint venture (Ref. ITB 4.1)

FORMAT FOR POWER OF ATTORNEY FOR AUTHORISED SIGNATORY

POWER OF ATTORNEY*

(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act. The stamp paper to be in the name of the company who is issuing the power of Attorney)

Know all men by these presents, wedo hereby constitute, appoint and authorise Mr/Ms. who is presently employed with us and holding the position ofas our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the work ofIncluding signing and submission of all documents and providing information/responses to Mumbai railway Vikas Corporation Limited, representing us in all matters, dealing with Mumbai Railway Vikas Corporation Limited in all matters in connection with our bid for the said project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this the day of 20..

(Signature of authorized Signatory)

.....
(Signature and Name in Block letters of Signatory)
Seal of Company

Witness

Witness 1:
Name:
Address:
Occupation:

Witness 2:
Name:
Address:
Occupation:

*Notes:

- i) To be executed by all the partners individually, in case of a Joint Venture.
- ii) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

**FORMAT FOR POWER OF ATTORNEY TO
LEAD PARTNER OF JOINT VENTURE (JV)**

(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act. The stamp paper to be in the name of the company who is issuing the power of Attorney)

POWER OF ATTORNEY1

Whereas Mumbai railway Vikas Corporation Limited has invited Bids for the work of

Whereas, the members of the Joint Venture comprising of M/s. ..., M/s., and M/s. are interested in submission of bid for the work of ...[Insert name of work]... in accordance with the terms and conditions contained in the bidding documents.

Whereas, it is necessary for the members of the Joint Venture to designate one of them as the Lead Partner, with all necessary power and authority to do, for and on behalf of the Joint Venture, all acts, deeds and things as may be necessary in connection with the Joint Venture's bid for the project, as may be necessary in connection the Joint Venture's bid for the project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT:

We, M/s., hereby designate M/s., being one of the partners of the Joint Venture, as the lead partner of the Joint Venture, to do on behalf of the Joint Venture, all or any of the acts, deeds or things necessary or incidental to the Joint Venture's bid for the contract, including submission of bid, participating in conferences, responding to queries, submission of information/ documents and generally to represent the Joint Venture in all its dealings with the Railway or any other Government Agency or any person, in connection with the contract for the said work until culmination of the process of bidding till the contract agreement is entered into with the Mumbai railway Vikas Corporation Limited and thereafter till the expiry of the contract agreement.

We hereby agree to ratify all acts, deeds and things lawfully done by lead member, our said attorney, pursuant to this power of attorney and that all acts deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us/ Joint Venture.

Dated this the Day of

.....
(Signature)

.....

Section 4: Bidding Forms (BDF)

(Name in Block letters of Executants)

Seal of Company

Witness 1:

Name:

Address:

Occupation:

Witness 2:

Name:

Address:

Occupation:

Notes:

To be executed by all the Partners of the JV except the lead Partner.

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

For

JOINT VENTURE PARTICIPATION

BETWEEN

and

M/shaving its registered office at (hereinafter referred to as `.....') in the capacity of a Joint Partner of the other part.

The expressions of and shall wherever the context admits, mean and include their respective legal representatives, successors-in-interest and assigns and shall collectively be referred to as “the Parties” and individually as “the Party”

WHEREAS:

Mumbai railway Vikas Corporation Limited (MRVC) [hereinafter referred to as “Employer”] has invited bids for ... “[Insert name of work].....”

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

The following documents shall be deemed to form and be read and construed as an integral part of this MOU.

- i) Notice for Bid, and
ii) Bidding document
Any Addendum/Corrigendum issued
iv) The bid submitted on our behalf jointly by the Lead Partner.

The 'Parties' have studied the documents and have agreed to participate in submitting a 'bid' jointly in the name of-----.

M/sshall be the lead member of the JV for all intents and purpose and shall represent the Joint Venture in its dealing with the Employer. For the purpose of submission of bid proposals, the parties agree to nominate as the leader duly authorized to sign and submit all documents and subsequent clarifications, if any, to the Employer. However M/s shall not submit any such proposals, clarifications or commitments before securing the written clearance of the other partner which shall be expeditiously given by M/s.....to M/s.....

2In case of existing joint venture, the certified copy of JV Agreement be furnished.

Section 4: Bidding Forms (BDF)

The 'Parties' have resolved that the distribution of share and responsibilities between the JV partners (Bidder shall ensure that the assigned responsibilities are commensurate with the EQC requirement duly indicating the schedule/bill nos. of BOQ for such responsibilities, failing which the bid may be rejected) is as under:-

(a) Lead Partner share% ;

Responsibilities

(I) Key Activities

(i)

(ii)

(iii)

(II) BOQ Schedule/Bill No.

(i)

(ii)

(iii)

(b) Joint Venture Partner share% ;

Responsibilities

(I) Key Activities

(i)

(ii)

(iii)

(II) BOQ Schedule/Bill No.

(i)

(ii)

(iii)

(c) Joint Venture Partner share% ;

Responsibilities

(I) Key Activities

(i)

(ii)

(iii)

(II) BOQ Schedule/Bill No.

(i)

(ii)

(iii)

Note: In case any Bill or items of a Bill are proposed to be executed by more than one JV partner then indicate the breakup of that Item/Bill no. for each JV partner.

5. JOINT AND SEVERAL RESPONSIBILITY

The Parties undertake that they shall be jointly and severally liable to the Employer in the discharge of all the obligations and liabilities as per the contract with the Employer and for the performance of contract awarded to their JV.

6. ASSIGNMENT AND THIRD PARTIES

Section 4: Bidding Forms (BDF)

The parties shall co-operate throughout the entire period of this MOU on the basis of exclusivity and neither of the Parties shall make arrangement or enter into agreement either directly or indirectly with any other party or group of parties on matters relating to the Project except with prior written consent of the other party.

7. EXECUTIVE AUTHORITY

The said Joint Venture through its authorized representative shall receive instructions, payments from the Employer. The management structure for the project shall be prepared by mutual consultations to enable completion of project to quality requirements within permitted cost and time.

8. GUARANTEES AND BONDS

The Bid Security of a JV shall be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future partners through which JV is intended to be formed.

9. BID SUBMISSION

Each Party shall bear its own cost and expenses for preparation and submission of the bid and all costs until conclusion of a contract with the Employer for the Project. Common expenses shall be shared by both the parties in the ratio of their actual participation.

10. INDEMNITY

Each party hereto agrees to indemnify the other party against its respective parts in case of breach/default of the respective party of the contract works of any liabilities sustained by the Joint Venture.

11. For the execution of the respective portions of works, the parties shall make their own arrangements to bring the required finance, plants and equipment, materials, manpower and other resources.

12. DOCUMENTS & CONFIDENTIALITY

Each Party shall maintain in confidence and not use for any purpose related to the Project all commercial and technical information received or generated in the course of preparation and submission of the bid.

13. ARBITRATION

Any dispute, controversy or claim arising out of or relating to this MOU shall be settled in the first instance amicably between the parties. If an amicable settlement cannot be reached as above, it will be settled by arbitration in accordance with the Indian Arbitration and Conciliation Act 1996 or any amendments thereof. The venue of the arbitration shall be Mumbai.

14. VALIDITY

This MOU shall remain in force till the occurrence of the earliest to occur of the following, unless by mutual consent, the Parties agree in writing to extend the validity for a further period.

- a. The bid submitted by the Joint Venture is declared unsuccessful, or
- b. Cancellation/ shelving of the Project by the Employer for any reasons prior to award of work

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c. Execution of detailed JV agreement by the parties, setting out detailed terms after award of work by the Employer.

15. This MOU is drawn in number of copies with equal legal strength and status. One copy is held by M/s and the other by M/s.,M/s& M/s..... and a copy submitted with the bid.

16. This MOU shall be construed under the laws of India.

17. The shares and responsibilities as mentioned above in point 4, shall remain same in the detailed JV agreement executed by the parties, setting out detailed terms after award of work by the Employer. If any change in constitution of this MOU is inevitable during the Formation of detailed JV agreement, then prior approval of employer shall be obtained.

18. NOTICES BETWEEN JV PARTNERS

Notices shall be given in writing by fax confirmed by registered mail or commercial courier to the following fax numbers and addresses:

Lead Partner.

.....

.....

(Name & Address)

Other Partner

.....

.....

(Name & Address)

IN WITNESS WHEREOF THE PARTIES, have executed this MOU the day, month and year first before written.

M/s.....

.....

(Seal)

M/s.....

.....

(Seal)

Witness

1.....(Name & Address)

2..... (Name & Address)

DRAFT FORMAT OF JOINT VENTURE AGREEMENT

M/s having its registered office at (hereinafter referred to as) acting as the Lead Partner of the first part,

and

M/shaving its registered office at (hereinafter referred to as `.....') in the capacity of a Joint Partner of the other part.

The expressions of and shall wherever the context admits, mean and include their respective legal representatives, successors-in-interest and assigns and shall collectively be referred to as “ the Parties” and individually as “ the Party”

WHEREAS:

Mumbai Railway Vikas Corporation Limited (MRVC) [hereinafter referred to as “Employer”] has invited bids for ... “[Insert name of work].....” Vide LOA No.....awarded contract.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The following documents shall be deemed to form and be read and construed as an integral part of this AGREEMENT.

- i) Notice for Bid, and
- ii) Bidding document
- iii) Any Addendum/Corrigendum issued by Mumbai Railway Vikas Corporation Limited
- iv) The bid submitted on our behalf jointly by the Lead Partner.
- v) Letter of Acceptance issued by Mumbai Railway Vikas Corporation Ltd.

2. The ‘Parties’ have studied the documents and LOA issued to enter into Joint Venture as under and have agreed to participate.

3. M/sshall be the lead member of the JV for all intents and purpose and shall represent the Joint Venture in its dealing with the Employer. For the purpose of execution, the parties agree to nominate as the leader duly authorized to sign and submit all documents and enter into correspondence with the Employer.

4. The ‘Parties’ have resolved that the distribution of share and responsibilities between the JV partners (Bidder shall ensure that the assigned responsibilities are commensurate with the EQC requirement of key activities being met by the respective JV partners under Clause 2.1.6: Specific Construction Experience duly indicating the schedule/bill nos. of BOQ for such responsibilities, failing which the bid may be rejected) is as under:-

(a) Lead Partner share% ;

Responsibilities

.....

Section 4: Bidding Forms (BDF)

.....

.....

- (b) Joint Venture Partner share% ;
Responsibilities

.....

.....

.....

- (c) Joint Venture Partner share% ;
Responsibilities

.....

.....

.....

5. JOINT AND SEVERAL RESPONSIBILITY

The Parties undertake that they shall be jointly and severally liable to the Employer in the discharge of all the obligations and liabilities as per the contract with the Employer and for the performance of contract awarded to their JV.

6. ASSIGNMENT AND THIRD PARTIES

The parties shall co-operate throughout the entire period of this AGREEMENT on the basis of exclusivity and neither of the Parties shall make arrangement or enter into agreement either directly or indirectly with any other party or group of parties on matters relating to the Project except with prior written consent of the other party and the Employer.

7. EXECUTIVE AUTHORITY

The said Joint Venture through its authorized representative shall receive instructions, payments from the Employer. The management structure for the project shall be prepared by mutual consultations to enable completion of project to quality requirements within permitted cost and time.

8. GUARANTEES AND BONDS

The Performance Security and other Securities of a JV shall be in the name of the JV that submits the bid.

9. BID SUBMISSION

Each Party shall bear its own cost and expenses for preparation and submission of the bid and all costs until conclusion of a contract with the Employer for the Project. Common expenses shall be shared by both the parties in the ratio of their actual participation.

10. INDEMNITY

Section 4: Bidding Forms (BDF)

Each party hereto agrees to indemnify the other party against its respective parts in case of breach/default of the respective party of the contract works of any liabilities sustained by the Joint Venture.

11. For the execution of the respective portions of works, the parties shall make their own arrangements to bring the required finance, plants and equipment, materials, manpower and other resources.

12. DOCUMENTS & CONFIDENTIALITY

Each Party shall maintain in confidence and not use for any purpose related to the Project all commercial and technical information received or generated in the course of preparation and submission of the bid.

13. ARBITRATION

Any dispute, controversy or claim arising out of or relating to this agreement shall be settled in the first instance amicably between the parties. If an amicable settlement cannot be reached as above, it will be settled by arbitration in accordance with the Indian Arbitration and Conciliation Act 1996 or any amendments thereof. The venue of the arbitration shall be Mumbai.

14. VALIDITY

This Agreement shall remain in force till the defect liability period is over and Securities are released.

This AGREEMENT is drawn in number of copies with equal legal strength and status. One copy is held by M/s and the other by M/s. &M/s and a copy submitted with the Bid.

This AGREEMENT shall be construed under the laws of India.

NOTICES BETWEEN JV PARTNERS

Notices shall be given in writing by registered mail or commercial courier to the following email ids and addresses:

Lead Partner.

.....

.....

(Name & Address)

Other Partner

.....

.....

(Name & Address)

IN WITNESS WHEREOF THE PARTIES, have executed this AGREEMENT the day, month and year first before written.

M/s.....

.....

(Seal)

M/s.....

.....

(Seal)

Witness

1..... (Name & Address)

2..... (Name & Address)

Section 4: Bidding Forms (BDF)

Bidders Qualification

To establish its qualifications to perform the contract in accordance with Section 3 (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder.

Section 4: Bidding Forms (BDF)

Form BDF11 : Bidder's Information Sheet

Bidder's Information	
Bidder's legal name	
Bidder's country of constitution	
Bidder's year of constitution	
Bidder's legal address in country of constitution	
Bidder's authorized representative (name, address, telephone numbers, fax numbers, e-mail address)	

The bidder shall attach copies of the following with the form:

1. In case of single entity, articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1.
2. Authorization to represent the firm or JV named in above, in accordance with ITB 20.2.
3. In case of JV, MOU to form JV or JV agreement, in accordance with ITB 4.1.

Section 4: Bidding Forms (BDF)

Form BDF12: JV Information Sheet

Each member of a JV must fill in this form separately

JV / Specialist Subcontractor Information	
Bidder's legal name	
JV Partner's or Subcontractor's legal name	
JV Partner's or Subcontractor's country of constitution	
JV Partner's or Subcontractor's year of constitution	
JV Partner's or Subcontractor's legal address in country of constitution	
JV Partner's or Subcontractor's authorized representative information (name, address, telephone numbers, fax numbers, e-mail address)	

The bidder shall attach copies of the following with the form:

1. Articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1
2. Authorization to represent the firm named above, in accordance with ITB 20.2.

Section 4: Bidding Forms (BDF)

Form BDF13: Annual Contractual turnover data for the previous 3/4 Years

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

NAME OF BIDDER/JV PARTNER:

Annual Contractual turnover data for the previous 3/4 Years (Contractual payment only)			
Year	Amount Currency	Exchange Rate	Indian National Rupees Equivalent
Average Annual contractual turnover for last 3 years:			

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

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

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

SEAL AND SIGNATURE OF THE

BIDDER

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

(Signature of Chartered Accountant)

Name of CA:

Registration No _____

(Seal)

Section 4: Bidding Forms (BDF)

Form BDF14: Current Contract Commitments / Works in Progress

Bidders and each partner to a JV should provide information on their current commitments on all contract that have been awarded, or which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Contract Commitments

SN	Des- crip- tion of work	Contract No. & date	Name & address of Employer, Tel./Fax/ Email	Value of Con- tract in INR	Stipulated Period of completion	Value of Balanc e work	Anti- cipa- ted date of Compl e-tion
1							
2							
Total							

Note: Enclose Certificate(s) from Engineer(s) Incharge (not below the rank of Executive Engineer) for Value of outstanding work. In case it is not feasible to furnish certificate from all the units the bidder should record the following certificate on BDF14:

"Certified that current commitments on all the contracts that have been awarded or for which a letter of intent or acceptance has been received or for the works in progress or the works approaching completion, value of outstanding work has been indicated in the above table correctly. It is further certified that if later on the employer discovers that information provided in the table is incorrect then the employer will treat our bid invalid and it will be liable for rejection"

Section 4: Bidding Forms (BDF)

Form BDF15: Contract of similar work

Fill up one form per contract

Contract of single similar work			
Contract No.		Contract Identification	
Award Date		Completion Date	
Total Contract Amount	INR		
Role in Contract			
If partner in a JV or subcontractor, specify participation in total contract amount	Percent of Total:	Amount: INR	
Employer's Name, Current Address and Current Telephone/Fax Number, E-mail			
Description of the similarity in accordance with Criteria 2.3.1 of Section 3			

The bidder must upload relevant document in support of above in accordance with section 3 and notes below para 2.4.

Section 4: Bidding Forms (BDF)

Form BDF16: EQC FORM NO.1

Clause No & Clause heading	Details of value of work/quantity of activity and References (Folio No./Annexure no.) of Documents through which criteria against each item is being met.
2 Qualification	
2.1.1 Conflict of Interest	
2.1.2 Share of partners	
2.1.3 Disqualification of Bidder	
2.2 Minimum Eligibility Criteria (Financial): 2.2.1 Total Contractual amount Received	
2.3 Minimum Technical Eligibility Criteria (Experience) 2.3.1 Contracts of Similar Work(s) .	
2.4 Bid Capacity(As per Performa given in BDF20)	
2.5 Personnel Undertaking submitted (BDF1)	
2.6 Equipment Undertaking submitted (BDF1)	

Form BDF17:E-Tendering: MANDATE FORM

IFB No.

1. PARTICULAR OF THE BIDDER
 - a Name
 - b Address
 - c Phone/fax
 - d Mobile
 - e GSTIN
 - f I.Tax PAN No.
 - g E Mail
 - h Details of Bid Security Submitted
- 2 PARTICULAR OF BANK ACCOUNT
 - a Bank Name
 - b Branch
 - c Bank Address
 - d Bank Tel No./Fax No
 - e Bank MICR Code
 - f Bank IFS Code
 - g Bank Account No
Account Type
 - h (Saving)/Current/Cash(Credit)
 - i Ledger F/No.

I hereby, declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information MRVC will not be held responsible

Signature of Tenderer:

Name of Signatory_____

Designation/Authority.....

Section 4: Bidding Forms (BDF)

Form BDF: 18

Reference -Para 6.1 of IR GCC ITT

(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 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 country, have been registered with the competent authority. I/We hereby certify that I/We fulfil all the requirements in this regards 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:

Section 4: Bidding Forms (BDF)

Form BDF19: Invitation and Declaration for Negotiations

Invitation for Negotiations
(On letterhead of the procuring entity)

No:

Dt:

To M/sRegistered A/D

Sub: Tender No. opened on for the (Name of work)

Dear Sir,

The rates quoted in your tender are considered high. You are therefore, requested to come for negotiations of rates on (date) at (time) at (Venue).

You should however come for negotiations only in case you are prepared to furnish before such date the declaration appended herewith.

A copy of the form in which you may submit your revised offer after negotiations is enclosed.

Yours faithfully,
(Authorised Officer)

Enclosure:
1. Form of Declaration 2. Form of Revised offer.

FORM OF DECLARATION

Dt:

(To be signed and submitted before start of negotiations) (On company letter head)
No:

To

Sub: Tender No. opened on for the supply of

Dear Sir,

I duly authorised on behalf of M/s. do declare that in the event of failure of the contemplated negotiations relating to Tender no. opened on my original tender shall remain open for acceptance on its original terms and conditions.

Place: Date:

Yours faithfully, Signature of bidder

Form BDF20: Proforma for submitting details required for calculation of “Bid Capacity”

In accordance with Annexure-VI of GCC- April’ 2022 and Correction slip No.1 dated 14-07-2022, the proposed proforma of calculation of bid capacity i.e. Current contract commitments/works in progress is as under:-

S N	Descrip- tion of work	Contr- act No. & date	Name & address of Employ- er /Tel/Fax / Email	Value of contr- act in Rs.	Date of award of contra- ct	Date of comple- tion of contract	Stipulated Period of Completi- on in Year = (g-f)/ 365	Date of inviting tender of this (i.e. NIT of Prese- nt tender)	Balance period for Comple- tion of the work (in Year)= (g - i)/ 365	Value of balance work as on date of this tender (i.e. NIT of Prese- nt tender)	Proport- ionate Amount of contract to be executed in ‘N’ Years ** (For Calculation of B value) ‘B’ value of work
a	b	c	d	e	f	g	h	i	j	k	l
Total of all works under column ‘l’ =											
‘B’ Value =											

“Certified that current commitments on all the contracts that have been awarded or for which a letter of intent or acceptance has been received or for the works in progress or the works approaching completion, value of outstanding work has been indicated in the above table correctly.

Certified by Chartered Accountant

Signed by Tenderer/s

Name: Name:

Signature with seal: Signature with seal:

Notes:

** Note for column (l):

In case the balance period for completion of the work (assessed in Column j) is less than the period of completion of the present tender, full value of balance work as contained in column (k) shall be taken in column (l)

In case the balance period for completion of the work (assessed in Column j) is more than the period of completion of the present tender, proportionate amount to be filled in column l shall be calculated as:

Value of balance work as on date of inviting of this tender (i.e. NIT of Present tender) (Value in column k) x N
Balance period for completion (Value in column j)

‘N’ = Number of Years prescribed for completion of works for tender under consideration.

Other Notes:-

This statement should be submitted duly certified/issued by Chartered Accountant & duly signed by tenderer.

In case of no works in hand, a “Nil” statement should be furnished duly certified/issued by Chartered Accountant & signed by tenderer.

In case JV firm, the details of works with such member of JV is required to be submitted duly certified/issued by Chartered Accountant & signed by each member of JV.

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

‘N’ for column ‘I’: Number of years prescribed for completion of work for which bids has been invited.

‘B’ is the “Existing commitments and balance amount of ongoing works with the tenderer as per the prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to tenderer but yet not started up to the date of inviting of tender”.

Value of completed work/work is progress/work awarded but yet not started for a Member in an earlier JV shall be reckoned only to the extent of the concerned member’s share in that JV for the purpose of satisfying his/her compliance to the above mentioned technical eligibility criteria in the tender under consideration.

The arithmetic sum of individual “bid capacity” of all the members shall be taken as in JV’s “bid capacity”

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

Form PER -1**Key Personnel****Schedule**

Bidders should provide the names and details of the suitably qualified Key Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate.

Key Personnel

1.	Title of position:	
	Name of candidate:	
	Duration of appointment:	[insert the whole period (start and end dates) for which this position will be engaged]
	Time commitment: for this position:	[insert the number of days/week/months/ that has been scheduled for this position]
	Expected time schedule for this position:	[insert the expected time schedule for this position]
2.	Title of position: [Environmental Specialist]	
	Name of candidate:	
	Duration of appointment:	[insert the whole period (start and end dates) for which this position will be engaged]
	Time commitment: for this position:	[insert the number of days/week/months/ that has been scheduled for this position]
	Expected time schedule for this position:	[insert the expected time schedule for this position]
3.	Title of position: [Health and Safety Specialist]	
	Name of candidate:	
	Duration of appointment:	[insert the whole period (start and end dates) for which this position will be engaged]
	Time commitment: for this position:	[insert the number of days/week/months/ that has been scheduled for this position]
	Expected time schedule for this position:	[insert the expected time schedule for this position]
4.	Title of position: [Social Specialist]	
	Name of candidate:	
	Duration of appointment:	[insert the whole period (start and end dates) for which this position will be engaged]
	Time commitment: for this position:	[insert the number of days/week/months/ that has been scheduled for this position]
	Expected time schedule for this position:	[insert the expected time schedule for this position]
5.	Title of position: Sexual Exploitation, Abuse and Harassment Expert [Where a Project SEA risks are assessed to be substantial or high, Key Personnel shall include an expert with relevant experience in addressing sexual exploitation, sexual abuse and sexual harassment cases]	
	Name of candidate	

	Duration of appointment:	[insert the whole period (start and end dates) for which this position will be engaged]
	Time commitment: for this position:	[insert the number of days/week/months/ that has been scheduled for this position]
	Expected time schedule for this position:	[insert the expected time schedule for this position]
6.	Title of position: [insert title]	
	Name of candidate	
	Duration of appointment:	[insert the whole period (start and end dates) for which this position will be engaged]
	Time commitment: for this position:	[insert the number of days/week/months/ that has been scheduled for this position]
	Expected time schedule for this position:	[insert the expected time schedule for this position]

Form PER-2:

Resume and Declaration

Key Personnel

Name of Bidder		
Position [#1]: [title of position from Form PER-1]		
Personnel information	Name:	Date of birth:
	Address:	E-mail:
	Professional qualifications:	
	Academic qualifications:	
	Language proficiency:[language and levels of speaking, reading and writing skills]	
details	Address of employer:	
	Telephone:	Contact (manager / personnel officer):
	Fax:	
	Job title:	Years with present employer:

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

Project	Role	Duration of involvement	Relevant experience
[main project details]	[role and responsibilities on the project]	[time in role]	[describe the experience relevant to this position]

Declaration

I, the undersigned Key Personnel, certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Bid:

Commitment	Details
Commitment to duration of contract:	[insert period (start and end dates) for which this Key Personnel is available to work on this contract]
Time commitment:	[insert the number of days/week/months/ that this Key Personnel will be engaged]

I understand that any misrepresentation or omission in this Form may:
 be taken into consideration during Bid evaluation;
 my disqualification from participating in the Bid;
 my dismissal from the contract.

Name of Key Personnel: [insert name]

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Bidder:

Signature: _____

Date: (day month year): _____

Form – EQU-3**Equipment**

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III (Evaluation and Qualification Criteria). A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder. The Bidder shall provide all the information requested below, to the extent possible. Fields with asterisk (*) shall be used for evaluation.

Type of Equipment*	
Equipment Information	Name of manufacturer,
	Model and power rating
	Capacity*
	Year of manufacture*
Current Status	Current location
	Details of current commitments
Source	Indicate source of the equipment ☐ Owned ☐ Rented ☐ Leased ☐ Specially manufactured

The following information shall be provided only for equipment not owned by the Bidder.

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	Telex
Agreements	Details of rental / lease / manufacture agreements specific to the project	

Form of Key Activities – (Para 2.1.1-B (I) of Section-3 EQC)**Construction Experience in Key Activities**

Bidder's

LegalName:

Date:

Bidder's JV

MemberLegalName:

Sub-contractor's

LegalName3:

RFB No. and title: _____

Page _____ of _____ pages

Key activities must complete the information in this form and Section III, Evaluation and Qualification Criteria para 2.1.1-B (I).

Key Activity No One: _____ [insert brief description of the Activity, emphasizing its specificity]

Separate form should be submitted for separate contracts

	Information
Contract Identification	
Award date	

	Information			
Completion date				
Role in Contract [check the appropriate box]	Prime Contractor ☐	Member JV ☐	in Management Contractor ☐	Sub- contractor ☐
Total Contract Amount	[insert total contract amount in Rs. equivalent in millions]			
Quantity ⁴ (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year in the last [...] Years.	Total quantity in the contract (i)	Percentage participation (ii)	Actual Quantity Performed (i) x (ii)	
Qualifying Period (any 12 consecutive months in last 7 years as specified EQC				
Employer's Name:				
Address: Telephone/fax number E-mail:				

3 If applicable

4 Attach certificate from the Engineer-in-charge

PART II–Works’ Requirements

Section 5:

Works Requirements (WRQ)

Specifications

The Scope of work includes provision and electrification of platforms, Foot over bridges, Elevated decks, interconnection between Foot over bridges, Staircase/ramp, improving entry/ exit, Skywalks, new service buildings such as Huts, station buildings, booking office, public amenities, Escalators, Elevators, Electrical panel rooms Booking office, ATVM, Food Courts, Circulating area, Road/ Street lighting, Parking lots, Solar Power panels, laying of cables, Modification to existing power supply arrangement, Power augmentation/ New power supply connection, Temporary supply arrangement & removal of infringement for construction activity etc. The scope also includes Coordination with Power distribution companies and state government for allotment of power.

Technical Specification

PARTICULAR SPECIFICATIONS- Balance General service Electrical works in connection with construction of station buildings, service buildings, New platforms, New FOBs, staff quarters, etc. for Panvel-Karjat suburban corridor

GENERAL SPECIFICATION FOR ELECTRICAL WORKS

SPECIFIC NATURE AND SCOPE OF THE PRESENT TENDER:

The objective of the proposal is to provide a improvement with holistic planning, which allows substantial increase of station's quality of service, in terms of comfort, facilities and pedestrian fluidity including following:

- Fast and efficient passenger flow: To deal with the level of traffic, existing difficulties in managing passengers' movement and dispersal.
- Safety and Security: To mend the decrepit structures and provide fire safety, in the station area.
- Maximum Passenger Convenience: To make stations equipped in terms of services, commercial facilities, amenities and waiting premises.
- Flexible Interiors: To take care of the fast construction, it is important to adapt the flexible/modular interiors, so that in a short span of time, facilities can be provided.
- It is planned to general service electrical works in New FOBs, elevated decks, interconnection between deck/FOBs, skywalk, construction of station buildings Service/ Utility buildings, etc., circulating area, provision of green space, improvement in general lighting and general electrical services, staff quarters, etc. for Panvel-Karjat suburban corridor.
- The work involves the removal, relocation, shifting of existing electrical installation, fittings to facilitate the construction works, General Electrification work, smart lighting, Solar Energy in newly constructed service building, structures under New suburban Railway corridor between Panvel- Karjat (Double Line) on Central Railway. Along the proposed Station Improvements works, there are several electrical installations i.e., LT overhead poles /cables, HT 11/22/33 KV overhead poles/ underground cables may fall in the infringement area of the proposed work. These electrical installations may belong to Power distribution authorities i.e., BEST, Adani, MSSEDCL, Railways etc. which may infringe installations are required to be relocated as per the approved plan and scheme.
- The above list is preliminary and tentative. The successful Tenderer shall identify all electrical related infringements. The infringements and their location scheme shall be prepared, and approval of stake holder shall be taken. Necessary coordination with the respective agency shall be done by the successful Tenderer. MRVC officials shall extend necessary help in this exercise. Deposition of statutory supervision charges shall be done by MRVC to Power distribution authorities. However, co-ordination, follow up, filling up the necessary forms, complete the formalities, execution work of relocation/ removal of complete infringement as per stakeholder's specification

and requirement under the supervision/ inspection of MSEDCL stake holders shall be responsibility of the successful Tenderer. The area wise infringement plan and scheme shall be prepared for the approval of MRVC in coordination with Power distribution authorities and stake holder.

- The successful Tenderer shall also carry other electrical works, if any, in connection with the work of removal of infringement for the station improvement work.
- The work shall be executed as per the GCC, SCC, technical specifications, and explanatory notes as per the tender document.
- The broad scope of this work includes removal/shifting/relocation of infringement of electrical crossing/ fitting/ fans/ Equipment, power supply augmentation, laying of HT/LT cables/ Transmission lines, removal/shifting/diversion of HT/ LT transmission lines/ cable crossing of Railway supply / MSEDCL/Adani /Reliance/ BEST/TATA or others Local Power supply authorities' source to distribution and other electrical works in connection with the work. The scope will also include but not limited to modification in power distribution system Sub Stations from Railway supply /MSEDCL/ Adani/ Reliance/ BEST/ TATA/ Local Power supply authorities' source to control room /panel room / GS SS. This will also include electrification of various platforms/ FOBs/Subways, service buildings, surrounding areas, circulating areas, staff quarters etc. at various locations/stations.
- This chapter deals with technical details and specifications of the accessories that are to be used for this work. It is not the intention to specify completely herein all details and construction. However, the accessories to be supplied shall conform in all respects to high standards of engineering, design, workmanship and be capable of performing in continuous commercial operation in a manner acceptable to the Employer who will interpret the meaning of drawings and specification and shall have the power to reject any work on material which in his judgment is not full accordance therewith.
- The specification given below pertains to the entire electrical installations/ cable laying/equipment installation work to at Panel- Karjat Double Line on Mumbai suburban section of Central Railway in connection with the work of removal of infringement and General Electrical works for Station.

1.0 Special requirement of works:

The work is spread Panvel-Karjat double line in Mumbai Division between Panvel-Karjat section . Successful tenderer shall carryout survey of Station/locations/ sections, details of infringements, requirements, and methodology of execution of works in close co-ordination with power distribution authorities, work schedule, processing of various approvals for commissioning of installations including EIG, preparation of drawings for approval & as built drawings etc. as on date of issue of Letter of acceptance.

During the survey in any new/ additional/modification in infringement is noticed in the proposed layout, Successful tenderer shall carry out such additional work as per employer direction.

On submission of survey report, drawings, work plan and methodology etc, the employer shall convey approval within 60 days.

Disposal of released materials such as poles, conductors, cables, transformers, small steel parts etc.by Successful tenderer by their own labour and transport to designated place/ depot of power supply utility.

The Successful tenderer shall submit the following:

- Infringement of HT/LT transmission lines / cable crossing of Railway supply / MSEDCL / Adani / Reliance/ BEST/ TATA or others Local Power supply authorities of entire section.
- Detailed survey report of infringements, drawings, action plan location/ section/ installation wise.
- Methodology of execution of works including approvals for location/ section/ installation in PERT chart.
- Submission of pre-commission reports, sanctions and as built drawings.
- Approvals and EIG sanction

1.1 Point wiring is to be provided to all points in the rooms, passage, staircases, lobbies, toilet blocks, service building, quarters, and general areas. Besides all of the above, these tender covers providing outdoor lighting, earthing system and laying of cables.

1.2 To ensure satisfactory and reliable service, safety from all possible hazards from the use of electricity and to meet essential requirements and precautions regarding wiring of installations, code of practice for wiring as enumerated in IS:732-1989 or the latest amended shall be complied with.

1.3 Good workmanship is the essential requirement for the compliance with code of practice as per IS: 732-1989 or the latest amended, for electrical wiring installation.

1.4 The installation shall be carried out in conformity with requirement of the Indian Electricity Act of the year 2003 as latest amended and Indian Electricity Rules 1956 (Current edition 2005) or the latest amended, framed there-under and also the relevant Rules and Regulations of the Electric Supply Authority concerned.

1.5 All Equipment, fittings, accessories, materials, etc. to be procured for wiring the installations shall be of adequate rating and conform to the relevant latest Indian Standard/ International /CPWD/ Power supply distribution authorities' specification. Details of approved makes of such materials and specification number, which are to be followed, are mentioned in this specification. These are for guidance only. Usage of material for which no approved make is mentioned, may be got approved from client or competent authority. The specifications indicated are minimum requirement and contractor should supply, erect and commission the equipment/ system according to latest edition of applicable IEC/IS standards. All material shall be got approved/ inspected by the client or client authorized representative before supply.

1.6 Before commencing of the work, the contractor shall submit electrical lay out diagram. The same has to be got approved from the Client/Site Engineer MRVC/PMC.

1.7 Inspection, Testing and Commissioning of Installation:

The contractor/ Electrical sub-contractor or his licensed authorized wire man shall be available at all times during the execution of work and shall attend & assist to the client for routine inspection.

On completion of wiring, the general inspection will be carried by the client / consignee site engineer /PMC and the contractor in order to verify whether the provisions of the rules explained in this specification have been complied with, accessories, fittings, wires, cables used are of adequate rating, approved make and specification and the quality of workmanship, contractor shall make changes as suggested by client/consignee.

On completion of wiring work, the following tests shall be carried out with contractor's tools and materials before installation is energized and commissioned.

- (a) Insulation resistance
- (b) Earth continuity
- (c) Earth Resistance

On satisfactory completion of the work, joint inspection and attending to the defects and deficiencies pointed out, contractor shall furnish a completion certificate counter signed by a qualified electrical supervisor and counter signed by the contractor in the prescribed and approved form along with an "As erected Electrical Layout Plan".

1.8 Documentation of Works:

1.8.1 Site inspection register will be maintained by the Engineer-in-charge or his representative in which the contractor or his agent will be bound to sign day to day entries made by the Engineer-in-charge or his representative. The contractor is required to take note of the instructions given to him in site inspection register and should comply within a reasonable time. The contractor will also arrange to receive all the letters etc. issued to him at the site of work. The Contractor is deemed to have due and adequate notice of all the entries made in the Register by the Engineer in Charge or his Representative and failure on the part of the Contractor to counter sign the Register shall not exonerate the contractor from complying with the noting.

1.8.2 Contractor shall purchase at his own cost all the registers required at site for various purposes. All the registers required to be maintained at work sites for recording various measurements, daily activities or for other purposes, shall be authenticated by the Engineer-in-charge. Before making use of any register, Engineer-in-charge will authenticate the same by signing first and last page with his stamp. The Contractor shall ensure that all the pages have been machine numbered serially. The register(s) which have not been authenticated by Engineer-in-charge should not be used at site.

1.9 Priority of Documents and specifications:

1.9.1 The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents within the contract document shall be in accordance with the following sequence:

- i) The Agreement for the works.
- ii) The Letter of Acceptance.
- iii) Particular Condition of Contract.

- iv) General Conditions of Contract, including Appendices.
- v) Technical Specifications.
- vi) Drawings.
- vii) Bill of Quantities (BOQ)&
- viii) any other document listed in PCC.

1.9.2 If there are varying or conflicting provisions made in any documents forming part of the Contract or in the event of a conflicting view as to the interpretation of the contents thereof; the documents shall take priority in accordance with the list given in clause 1.9.1 above. When there is any conflict between the specifications given in this contract or specifications of any other body/Institution/ Authority as the case may be, the specifications given in this contract shall prevail over the other specifications. However, in case of any ambiguity, the decision of the Engineer-in-charge in this regard shall be final and binding.

1.10 Material Procurement:

After receiving of LOA, contractor has to submit quarterly work plan for entire work. The quantities of materials shall be operated as per site/work requirements after approval of Engineer-In-Charge. Before procuring or placing order for any materials, contractor has to submit details of technical specifications, drawing and make etc. for approval of Dy CEE/MRVC. Tenderer shall procure the material from the approved sources. The material shall confirm to laid down specifications. The contractor shall furnish requisite test certificates as per approved quality assurance plan/ inspection and testing plan.

1.11 Site Office for Railway:

The contractor should ensure that followings Equipment shall always be available in porta cabin provided:

1. Shock Treatment chart.
2. Stretcher – 2 Nos.
3. Fire extinguishers.
4. First Aid Box.
5. Rubber shoes, Gloves, Helmet and reflective jacket- 10 Nos.
6. Electrical toolbox.
7. Megger, Earth tester & other testing Equipment.
8. Multi-meter.
09. Metering Tape & other measuring equipment.
10. Any other item required as per safety norms & as directed by Engineer In charge.

1.12 Safety of Public

- i) The Contractor shall be responsible to take all precautions to ensure the safety of the Public whether on Public or Railway property and shall post such look out men as may in the opinion of the Engineer be required to comply with regulations pertaining to the work.

- ii) The Contractor shall provide effective barricading using G.I. corrugated sheets around foundation pits, trenches, erection sites, demolition sites etc., to prevent accidents and injuries to the public. He shall erect barricading duly leaving safe passage for the movement of the public as per the directions of Engineer.
- iii) No payment will be made for providing such barricading and the rates quoted by the Contractor shall be inclusive of such safety measures.

1.13 Security Measures

- i) Security arrangements for the work shall be in accordance with general requirements and the contractor shall conform to such requirements and shall be held responsible for the action or inaction on the part of his staff, employees and the staff and employees of his subcontractors.
- ii) Contractors as well as Sub Contractor's employees and representatives shall wear identification Badges (cards), uniforms, helmets, gum boots and other safety / protection gadgets / accessories provided by the Contractor. Badges shall identify the Contractor and show the employee's name and number and shall be worn at all times while at site.

2.0 Miniature Circuit Breaker (MCB):

- 2.1** 'C'/ 'D' curve series Miniature circuit breaker as per site requirement shall have minimum short circuit breaking capacity as indicated in the schedule of quantities. If breaking capacity is not specified, then it should not be less than 10 kA.

2.2 Distribution Boards:

- i) The complete board shall be OEM factory fabricated, assembled, wired and ready for installation at site and having two earthing terminals on side walls of the board shall be provided and shall be connected with main earthing using SWG copper wire.
- ii) The board shall be of wall mounted / cubical type construction with powder coated paint finish.
- iii) The board shall be complete with the following accessories:-
 - a) Copper bus bar(s).
 - b) Neutral link.
 - c) Common earth bar.
 - d) DIN bar for mounting MCBs.

The standard constructional features of manufacturer for Distribution Boards are acceptable. The same company DB's and MCB/RCBO/MCCB shall be used for better fitment.

- iv) Main and Sub-Distribution boards of IP 54 protection shall be of approved company make confirming to IS: 8828 or the latest amended suitable for single phase/ three phase 230V/415V 50 HZ AC supply system. The board shall be of wall mounted/ Cubicle type construction with coated paint finish and TP /DP/SP MCB/RCBO/ MCCB shall be installed in DIN type channels. The same

- company Main and Sub-Distribution boards and TP/DP/SP RCBO/MCB shall be used for better fitment.
- v) Distribution board shall be located as near as possible to the load centre. RCBO/MCCB and MCB's of adequate rating shall be provided on each circuit. There shall not be any break in continuity of the neutral circuit.
- vi) Caution boards shall be provided as per IS 2551 or latest amended.

3.0 LT Cables:

- 3.1 The specification covers the supply as per schedule of quantity, transportation to site, storing, multiple loading / unloading, installation / laying, testing and commissioning of various size of 1.1 kV grade XLPE insulated PVC sheathed, Extruded Aluminium / Copper stranded armoured conductor cable confirming to IS: 7098 part 1 with latest amendments on wall/cable duct/PVC pipe/in trench/ Cable trays as required with all the required accessories, terminating the cables in respective DBs / Switch boxes / Feeder pillar/MCB Bus ducting with clamps, termination/glands/lugs/joints and associated hardware etc. The cable shall be manufactured with triple extrusion process with CCV line technology.
- 3.2 The design, manufacture of performance of the cable should confirm to the latest applicable standards of Bureau of Indian Standards (IS: 1554, IS: 7098 Part I or latest amended)
- 3.3 All cables except which are used for point wiring shall be XLPE and shall comply with the necessary requirements.
- 3.4 Different category of cable (C1, C2) be provided as per their applicability to the environment description given in the standard IS : 7098.

3.5 Specifications for Installing L.T. Cables and Control Cables:

- 3.5.1 Cable laying work shall be as per standard practice and conform to IS 1255-1983 or the latest amended.
- 3.5.2 RCC/CI warning covers, RCC through & Cover, Cable identifying labels, CI cable route markers and CI Cable joint markers as per Railway specification & drawings.
- 3.5.3 Cables laid underground / In RCC pipes

The procedure stated as below, shall be followed. However, before laying all precautionary procedures shall be adopted by the Contractor.

After excavation of cable trench, 100 mm layer of cleaned earth, then cables, and then another 100mm layer of cleaned earth with RCC covers shall be put perpendicular to the cable (width wise perpendicular). The entire excavation shall be refilled, levelled, and neatly closed. Cables passing roads, culverts, drainages etc. shall be laid through concrete pipes of NP-4 class of suitable diameters of 2.0 m length as per IS:458 with latest amendments, cable markers to be cemented in ground indicating No. of cables, sizes, and sizes of pipe. All bends, entries through walls etc. shall be according to the maximum permissible bending limits as stated by the manufacturers. Each cable Entries through wall shall be separately entered and cable

shall be protected by means of heavy-duty PVC pipes (8mm thick) and in case of smaller sizes (below 35 sq.mm.) by means of galvanized pipe of 'B' Class only. The entire finished work of excavation shall necessary mean levelling of ground and all excess debris/ earth to be disposed off. C.I. Cable route marker shall be provided at end of straight length of cable route and at every change of direction of the route. The sample of cable route markers shall be got approved from the Architect/ PMC/ consignee prior to installation.

3.5.4 Cables fixed on walls/ columns/ ceiling:

If cables are to be fixed on walls etc. then the same shall be done by using GI spacers and G.I. saddles using screws etc. Drilling on walls should be neatly done with electric drills and the cable fixed on walls should be done in one straight line avoiding any bends, sagging and kinks. All cables fixed on walls shall necessary be done following fire insurance and other Electricity guidelines. The maximum allow able distance between two cable supports shall be as under:

Cable Size	Horizontal	Vertical
Upto10sqmm	350 mm	450 mm
16sqmm-70sqmm	450 mm	500 mm

3.5.5 Cable route markers as per approved drawing shall be provided for identification of cables buried in the ground at suitable distance and pipe shall be embedded in the concrete block of about 250x250x250mm. When the cable is to be run/ laid on the RCC/ brick wall, it shall be supported on GI 'J' hooks with bolts nuts by drilling holes on wall. J hooks to be supported by two nos. anchor fasteners of 6 inches length with GI lock Patti at an interval of one meter. The cable shall be run inside the two RCC half round pipes of 150 mm. dia. duly clamped together by GI clamp fabricated from 50x10 mm GI flat.

3.5.6 Cable identification labels on noncorrosive or synthetic material of 1.5 mm thickness indicating size of cable, route shall be punched and clipped with the cable.

3.5.7 Galvanized hot dip galvanized Cable trays of sizes as per schedule of quantities shall be of doubled bend channel design unless otherwise stated. Cable trays shall be fabricated from minimum 1.6 mm thick perforated sheet steel and shall be complete with tees, elbows, risers, and all necessary hardware. Cable trays shall be erected in perfect level and plumb and shall comply with the following:

Trays shall not have sharp edges, burrs, or projections injurious to cable insulation. Trays shall include fittings such as bends, risers etc. for changes in direction and elevation.

Trays shall be supported adequately at suitable distance from the building structure by means of painted/galvanized MS structural members secured to the structure by dash fasteners or by grouting. The entire cable tray system shall be rigid. Cost of support arrangement shall be included in the rates quoted for supply and installation of trays. Complete details of this support arrangement shall be

showing shop drawings to be prepared by the Contractors and submitted for EMPLOYER's approval before execution.

Each run of cable tray shall be completed before laying of cables.

Cable trays shall be exposed and accessible.

3.6 Cable Termination of Cables and Joints:

- i) For termination of cables of size 16 sq.mm. and above, suitable cable sockets / lugs of appropriate size and capacity shall be provided at terminal ends. This condition is applicable to single PVC insulated wires of 16 sq.mm. and above also.
- ii) Generally, Tubular sockets shall be used where grub screw/ clamp type fixing arrangement is available at the terminating end. Reducer / spade type sockets shall be used where bolt and nut arrangement are available at terminating end.
- iii) The cable socket shall generally be fixed to the cable cores by crimping process.
- iv) Irrespective of the size of the cable and the method of termination, the core end shall be cleaned and immediately covered with an oxide inhibiting/ corrosion inhibiting compound before termination.
- v) The tail end wires shall be finished in an appropriate colour coded sleeve.
- vi) Use bimetallic washer /strip wherever applicable.

3.7 The metal sheath, metal screen (if any) and armour of the cable should be efficiently bonded and earthed at both ends. All the metal pipes or conduits in which the cables have been installed should be efficiently bonded and earthed. Earthing and bonding shall be done as per IS: 3043 1987 or the latest amended.

3.8 On completion of work the contractor shall submit "As Erected" cable lay out plan showing the distance of cable joints, bends, etc. from the nearest electrical structure or any other landmark.

3.9 The contractor shall arrange for megger for insulation, continuity and earth testing before its commissioning or as required on site.

4.0 Point Wiring:

4.1 Scope:

The scope of this part comprises the supply of all material including wires, ceiling rose, holders, conduits etc. for point wiring as specified in the BOQ, delivery, storing, multiple loading/ unloading of material, erection, testing and commissioning of electrical wiring installation.

- i) **Conduit:** Conduit shall be Precision brand heavy duty PVC conduit ISI marked for Point wiring and in accordance with the requirement set out in the schedule. The minimum diameter of the conduit shall be 20mm.
- ii) **Accessories:** The conduit accessories shall comply with the relevant IS specifications and shall be compatible to the conduit used. The cover of accessories for outdoor use shall be made watertight in an approved manner. Normal bends / elbows of approved make can be used. Junction boxes used for suspension of fittings shall be secured to the ceiling, clamps, or spacers as the case may be Manufacturers standard MS (Galvanized

or painted) / HD Rigid fire-retardant PVC switch boxes shall be used where modular type switches are to be mounted. All the looping shall be done either in switches or in the fitting.

iii) Fixing of Conduit:

- a) Where conduit is to be laid on surface of ceiling/wall/column, the same shall be fixed to the structures by means of adequate numbers and appropriate size of GI saddles of minimum 18 gauge fixed on GI clamps or on GI spacers as specified and shall run throughout adjacent to either steel work, walls, or ceiling.
- b) Where the conduits or cables pass through the flooring the same shall be passed through a galvanized/ MS painted/ Precision brand heavy duty uPVC conduit fixed in the flooring so that conduits, cable, or wires can be renewed at any time without breaking the floor. The pipe shall extend 75mm above the flooring and shall be flush with ceiling surface on other side.
- c) Where the conduits are to be laid in concealed manner, at the time of casting of slabs/columns the contractor shall lay the conduits with adequate number of deep junction boxes for easy and safe pulling of wires through them & also for installation of fittings, fans etc. Conduit drops to DBs, and switch boxes too shall be made concealed in walls after chasing the walls. The chases made by the contractor shall be made good to surrounding surface finish by the contractor and cost of the same is deemed to have been included in the rate.

4.2 Conduit capacity:

The maximum capacity of a conduit for drawing PVC insulated unsheathed multi strand copper conductor single core flame retardant (FLRS) class 2 cable shall be in accordance with electricity rules.

4.3 Ceiling Rose:

- 4.3.1** Ceiling rose should not embody fuse terminal as an integral part of it.
- 4.3.2** The lead wire shall be of nominal cross section area of not less than 2.5 sq.mm. PVC insulated unsheathed multi strand copper conductor single core flame retardant (FLRS) class 2 cable of 1.1 kV grade confirming to IS: 694 or latest amended cover in flexible conduit shall be attached to the ceiling rose.
- 4.3.3** Ceiling rose confirming to IS: 3854/IS: 1293 or latest amended should be provided for all points such as fan, fixtures, Exhaust fan, heater, geyser etc.

4.4 Boards / Base blocks:

- 4.4.1** Suitable Company make Electro-plated MS / rigid PVC as specified in Bill of quantity switch boards shall be used for mounting modular type switches, plugs, socket & electronic regulators, etc. for conduit/ surface wiring.
- 4.4.2** Base blocks if provided for wall mounted fixtures shall be rounded and made of rigid PVC.
- 4.4.3** The chases made by the contractor shall be made good to surrounding surface finish by the contractor and cost of the same is deemed to have been included in the rate.

4.5 Point wiring (For light points, Fan, Exhaust Fan, sockets bell, Air circulators

etc.):

The wiring shall be of tree system. Connectors should not be used without specific prior approval. Loop in on the phase side shall be at the switches. All ceiling roses shall be 3-plate type. Every Light, fan point, and socket point shall have individual control switch unless stated otherwise. Light points may be group controlled by one switch as shown on drawings or as directed at site by the Architects/Consultants/Engineer. Such a group will be called a set and will consist of one to up to six light points. No joint in wiring (Phase, Neutral, Earth) shall be permitted. No bare conductor in Phase / Neutral will be allowed.

Earthing shall be provided for all points according to the specification of the tender. The number of points in any circuit shall not exceed 10 in any case (unless otherwise stated) with load not exceeding 800 watts.

- a) The point wiring in conduit consists of wiring from the switch board in conduit with insulated earthing and its ancillary work such as bends, couplers, junction boxes, PVC insulated unsheathed multi strand copper conductor single core flame retardant (FLRS) class 2 cable of 1.1 kV grade confirming to IS: 694 or latest amended up to the fixed terminals of ceiling roses, connectors of fixtures, etc. via switch whenever called for. The ceiling rose shall be provided for fittings, fan, exhaust fan, etc. Switches, lamp holder, ceiling rose etc. shall be confirming to IS: 3854/IS: 1293 or latest amended.
- b) For easy identification, wires with different colors shall be used (e.g. Red, Yellow and Blue - for Phases, Black for neutral and Green for Earth).
- c) The PVC cables for phases, neutral and earth shall be PVC insulated unsheathed multi strand copper conductor single core flame retardant (FLRS) class 2 cable of 1.1 kV grade confirming to IS: 694 or latest amended and cross sectional area specified in the schedule of quantities.

4.6 Lighting fixtures:

General requirements:

- 4.6.1** All Lighting Fittings shall be complete with Fixtures, Lamps / tubes, driver for LED lights and all the accessories necessary for installation whether so detailed under item description or not.
- 4.6.2** Fixtures shall be installed at mounting heights as instructed on site by the Architect/Consultants/ site Engineer/PMC.
- 4.6.3** The lead wire shall be of nominal cross section area of not less than 2.5 sq.mm. PVC insulated unsheathed multi strand copper conductor single core flame retardant (FLRS) class 2 cable of 1.1 kV grade confirming to IS: 694 or latest amended cover in flexible conduit.
- 4.6.4** Fixtures and/or fixture outlet boxes shall be provided with hangers to adequately support the complete weight of the fixture.

- 4.6.5** Pendant fixtures within the same room area shall be installed plumb and at a uniform height from the finished floor. Adjustment of height shall be made during installation as per instructions of Architects/Consultants/ site Engineer/PMC.
- 4.6.6** Fixture shall be completely wired and constructed to comply with the "regulations" and "Standards" for Electric Lighting fixtures, unless otherwise specified. Fixtures shall bear manufacturer's name and factory inspection label unless otherwise approved. The fixtures shall be supplied along with manufacturers guarantee certificate.
- 4.6.7** Wiring within the fixture and for connection to the branch circuit wiring shall be not less than 2.5 sq. mm. copper for 250 Volt applications. Wire insulation shall suit the temperature conditions inside the fixture.
- 4.6.8** Detailed catalogue for all fixtures or, if so required by the Architects/Consultants/site Engineer/PMC, sample fixtures shall be submitted for approval to the Architect/Consultants/site Engineer/PMC before orders for the fixtures are placed.
- 4.6.9** Recessed fixtures shall be constructed so that all components are replaceable without removing housing from the ceiling.
- LED Lamps/tubes etc. shall be supplied and installed in all lighting fixtures furnished under this contract and cost is inclusive in the Bill of quantity.
 - Cost of any modification in fall ceiling is included in Bill of quantity.
 - LED Lamps/tubes/lights shall be of wattage and type as indicated in Bill of Quantity shown. Where not shown, the details shall be ascertained from Architect/Consultants/Engineer/PMC before procurement.
 - Lamps/tubes/lights for permanent installation shall not be placed in the fixtures until so directed by the Architect/Consultants/Engineer/PMC and this shall be accomplished directly before the building portions are ready for occupation

4.7 Drivers/ Ballast for light fittings:

LED lighting fittings shall be with drivers and heat sink. The cost of LED fitting is inclusive of LED's lamps/ tubes and includes OEM's extended warranty of 3 years provided after warranty period of 2 years.

3.0 Ceiling fan:

- 3.1** Energy efficient 5 star and above prevailing at the time of supply confirming to IS: 374 or latest amended BLDC motor Ceiling fans of 1400mm/1200mm/600 sweeps of with noiseless 100W speed control of double module step electronic/remote regulator, capacitor, down rod, canopy, with three/four blades properly balanced, with two ball bearings to be provided. The suspension rod shall be of adequate strength having no joint including OEM's extended warranty of 3 years provided

after warranty period of 2 years

- 3.2 The lead wire shall be of nominal cross section area of not less than 2.5 sq.mm. PVC insulated unsheathed multi strand copper conductor single core flame retardant (FLRS) class 2 cable of 1.1 kV grade cover in flexible conduit.
- 3.3 Unless otherwise specified, the clearance between the bottom point of the ceiling fan and the room floor shall be not less than 2.4 m. The minimum clearance between the ceiling and the plane of the blade shall be not less than 300 mm.
- 3.4 12mm solid MS rod hooks in the roof shall be provided by the Electrical contractor for suspending the ceiling fans wherever required complete with accessories & safety device i. e. down rod, blades, canopies, rubber insulator, split pins & nut bolts having double lock nut with spring washers

1.0 20 Ft High Volume Low Speed Fans(HVLS)

The gearless PMSM motor HVLS fans shall be provided platforms, decks, concurrence etc. as per OEM installation guidelines under the supervision of OEM representative.

If the multi HVLS fans are provided at one location such as on platforms, decks, concurrence etc. The individual ON/OFF and speed control shall be at centralized place. Necessary panel/ equipment/ development of control system shall be developed by original manufacturer.

Contractor shall provide OEM's 3 years extended warranty for replacing any parts against defect after warranty period of 2 years

7.0 Specification Pumps:

7.1 General:

- i) Unless otherwise specified in the tender specification, the equipment's shall be suitable for operating on Three/ Single phase, $\pm 10\%$ volts, $50\pm 3\%$ Hz, earthed neutral 3 phase, 4 wire AC system.
- ii) All components' accessories, raw material and finished parts used in the manufacture shall comply with relevant Indian Standards amended up to date. Where Indian Standards do not exist, International Standards specification shall apply.
- iii) Contractor shall provide warranty for replacing any parts against defect after warranty period of 2 years.
- iv) Pumps shall be provided with Star-Delts starter, single phase preventer and dry run protection.

8.0 10HP Mono Pump Set:

Supply, installation, testing and commissioning of 2-stage 10 HP monoblock pump set comprising close-coupled centrifugal pump and TEFC squirrel cage induction motor mounted on common shaft, suitable for continuous duty operation on 415V, 3-phase, 50Hz AC supply. The pump casing and impeller shall be made of graded cast iron/bronze with stainless steel shaft, antifriction bearings and mechanical seal

arrangement for efficient and leak-proof performance. The pump set shall be complete with rigid MS fabricated base frame, PCC/foundation arrangement, anti-vibration pads, coupling, foundation bolts, suction and delivery connections, valves, pressure gauge, internal wiring, earthing and all necessary accessories required for complete installation, testing and satisfactory operation.

9.0 SPECIFICATION OF LED LUMINAIRES

Standard Technical Requirements of LED Luminaires

SN	Description	Specification
A	LEDs	
1	Make	Nichia, Osram, Seoul, Philips Lumileds, Cree and Lednium with LM 80 Certification from NABL accredited.
2	Efficacy	> 100 Lumens/Watt (upto 45 Watt) @ 350mA drive current > 120 Lumens/Watt (above 45 Watt) @ 350mA drive current LEDs of higher power ratings, drive current greater than 350mA.
3	Type	SMD type
4	Life Span	>50,000hours depreciation >30 % after 50000 Hrs.
5	CRI	≥ 65
B	Driver	
1	Minimum Efficiency	85% (for driver power output rating ≤ 100W) 90% (for driver power output rating > 100W)
2	Power factor	≥ 0.90
3	Input Voltage	140V 50Hz AC with inbuilt cut-off 100V(Low) & 277(High)
4	Protection	Short Circuits protection, Open load protection, Surge Protection (min. 3kV)
C	Luminaires	
1	System Efficacy	80 lm/W (luminaire system wattage ≤ 45) 90 lm/W (luminaire system wattage > 45)
2	Secondary lens / optics	The luminaire must have secondary lens/optics. The material of lens should preferably be PMMA / Poly carbonate cover.
3	Color Temperature	5665±355K
4	Housing protection	For Indoor IP-20 & For Outdoor IP66 or as specified in Explanatory note. Test certificate of NABL accredited laboratory is to be submitted for the luminaire & impact resistance IK-05.
5	Temperature rise test	≤ 85°C

D	Warranty	Specific certification shall be submitted by the tenderer at the time of tender from OEM that Luminaire are as per specification & are warranted for five years from the date of commissioning or 72 months from the date of supply, whichever is earlier.
E	Test certificate from NABL accredited laboratory in support of IP protection, LED Driver safety as per IEC:61347-2-13/EN:61347-2-13/IS:15885-2-13 & LED Driver Performance as per IEC:62384/IS:16104, LED luminaire safety compliance as per IEC:60598-1 /IS:10322: Part 1, IEC: 60598-2-3/ IS: 10322: Part 5: Sec 3, LM 79/ IS: 16106 reports in respect of the luminaire from NABL accredited laboratory and LM 80/ IS:16105 report with TM21 extrapolation in support of the LM79 reported life in respect of the LED used in the offered luminaire. The test certificate should cover / rating of the luminaires offered.	

10 Specification for Lighting Bus bar and Low Power Distribution (Bus bar trunking system):

10.1 Scope of Work:

The scope of the work covered by this tender is for:

- i) Design, manufacture, supply at site, installation, testing, commissioning in all respect lighting bus bar trunking system to be provided at suburban Railway Station for semi outdoor application with all associated equipment's & complying with the technical specification
- ii) Civil Engineering & other supporting engineering works as required & necessary will also have to be provided by the contractor/ manufacturer. The cost of all these works is included against the item in the BOQ.
- iii) Installation certification from OEM before commissioning.

10.2 Design Service of the Works:

The Contractor shall be responsible for the design service of the Works and shall satisfy himself that the sizes, ratings, and quantities of equipment as specified herein meet the functional and operational requirements.

Documentation:

The documentation to be delivered by the Contractor shall include, but not be limited to, the following items:

- Construction and Installation Plan;
- Factory Acceptance Test Plan for equipment;
- Operation and Maintenance Manuals;

10.3 Brief System Description

The lighting bus bar trunking shall be air-insulated, fire resistant and conform to the CEI EN 60439- 1/2 standards. The conductors, shall be made of copper with a minimum purity of 99.9%, are insulated along their entire length by a self-extinguishing sheath.

The casing should be made from hot dipped galvanized sheet steel or in extruded anodized aluminium and forms a rigid outer structure, which also serves as the protective conductor (PE).

The standard degree of protection of Bus Duct/ Rising Main system shall be IP55 (according to CEI EN 60529). Due to the rigidity of the installed system (including straight lengths, end feed units, tee joints and flexible joints), the system should tolerate possible overloads on the system of 1.4 times higher than the nominal current for a period of up to 15 minutes. Some misalignment of the bus bar trunking runs or vibration within the line can be tolerated when subjected to high mechanical loads such as the suspension of heavy luminaries. The normal recommended fixing centres for the bus bar trunking is one meters.

Straight lengths: The standard bus bar lengths of 3 meters should have 6/3 plug-in-hole points at equal distance with accessibility of Bus Duct/ Rising Main System. Plugs may be inserted or removed whilst the bus bar is live.

The jointing arrangement shall be of Monobloc jointing system with double nut torque bolt for fast and reliable connection.

End feed units and centre feed units: End feeds shall be with IP55 protection can be of right and left orientation according to the route of the line and are supplied with cable clamps and terminals suitable for up to 25 mm² cable.

End covers: End covers shall be fitted to the last element of the run to maintain the degree of protection.

Flexible joint: Flexible joint enables changes in the direction of a run up to 180°.

Tap-off units: The tap-off units shall be phase selectable, can be supplied either fused or un-fused and have IP65 protection. Each tap off unit comes complete with terminals suitable for 2.5 mm² cable. They are available up to ratings of 16A un-fused or fused.

The tap-off units shall be mechanically locked and can be plugged in & out from live Bus bars. Tap off outlets shall be with safety shutters to prevent access to live bus bars when not in use.

11 Supply, Transportation, Laying, Testing, Commissioning of Cable:

11.1 Scope

This section deals with general information and criteria for supply, transporting, storing, laying, jointing, testing and commissioning of 33/22/11/6.6/2.2 kV, three core, Aluminium conductor of different sizes, cross linked polyethylene (XLPE) Extruded insulated cable. Cables used for supplying transformer, panels etc also for replacing infringing overhead lines/underground cables of Central Railway/ Western Railway. The cable shall be manufactured with triple extrusion process with CCV line technology

This will also include all associated works of other electrical infringement removal. The scope of work also includes design, casting foundations, fabrication, and erection of mast & Dwarf Mast Anchor (DMA) for erection of 4/2 pole gantry structures, termination of Aerial lines.

11.2 Description of the system

The supply for General services sub-stations shall be taken from existing 33/22/11/2.2 kV power supply system.

11.3 XLPE Cable Specifications

11.3.1 The cables shall be of various grade sizes 3 core ISI marked XLPE Extruded cables, stranded compact circular aluminium conductor confirming to IS 7098 or the latest amended.

11.3.2 The Cable shall be supplied in standard wooden drum containing cable length of as per IS specification. These drums should be taken away from the sight after laying of the cables by the contractor. The cables supplied by MRVC shall be collected from nominated area/depot within Mumbai suburban cost of which is included in the schedule of quantity item.

11.3.3 The Cable shall be transported and stored in safe custody at site as per the scope.

11.4 Cable Accessories

The straight through joint kits and indoor / outdoor terminations shall be of heat shrinkable type (Raychem/RPG, REPL XICON). The jointing kits shall be provided with water logging proof jackets and boots. The termination and straight joints shall be supplied in kit form. The kit shall include all insulating and sealing materials apart from conductor fittings and consumable items. Necessary devices required for termination and joints shall be provided. An installation instruction as well as a list of kit contents shall be included in the kit / package. Only sealed / packed / certified kits from Original Equipment Manufacturer (OEM) will have to be used after inspection by the Employer.

11.5 Designs & drawings:

11.5.1 Standards for drawing

All designs, legends, notes on drawings and schedules of materials shall be in English and shall be prepared in the metric system.

The contractor shall coordinate with Civil Contractor and check architectural, structural, drawings, etc. to avoid possible installation conflicts. The contractor shall review the layout drawings as per site conditions. The contractor has to submit the conduit layout plan for approval.

11.5.2 Contractor's detailed drawings

Contractor shall submit following drawings.

11.5.2.1 Cable Route Plan.

The cable route plans are tentative and there may be modification in the cable route as per site conditions. The Contractor shall follow this route generally. He shall carry out a detailed cable route survey and satisfy himself that the route is feasible. If there are obstructions in some portions of the route due to which the route is to be altered, the Contractor shall suggest alternate route for approval of the Employer. He shall prepare a dimensioned cable route plan in Auto-CAD with all details to a scale of 1:1000 indicating the distance of the route from existing permanent structure of Railway i.e., OHE Structure, building, etc and submit the same. Modified 'As erected' lay out plan indicating overhead line /cable route shall be submitted

11.5.2.2 Cable joint and termination drawings

Cable joint and termination drawings complete in all respects along with technical literature, test certificates etc shall be supplied. Drawings should be as per RDSO standard and to the scale and should indicate overall dimensions and components.

11.5.2.3 Any other drawing required during Design/Execution.

11.6 Installation of cable and its accessories

11.6.1 Scope

This section deals with the method of laying of cables and installation of cable accessories.

11.6.2 Inspection

All installation work shall be subject to inspection by the Employer to ensure that the work is done in accordance with specifications, approved designs and drawings and is of the best quality suitable for the purpose.

11.6.3 Measurement

All measurements for length of the cable and location of cable accessories shall be made with the aid of steel tape.

11.6.4 Cable accessories

The installation of cable accessories shall be carried out strictly in accordance with the instructions issued by the Manufacturer. Cable joints and terminations shall be done by experienced & qualified cable jointer approved by Manufacturers/ MSEDCL/Power supply authorities/Manufacturers.

11.6.5 Laying of the cable

- i) For laying the cables the Contractor shall adopt the approved cable route plan. The cables shall be laid in RCC trunking in cable trench, in RCC NP-4 pipes, etc. as per BIS 1255 /1983 or the latest amended.
- ii) The cable trenches shall be made for laying the cable by excavating the ground earth to required depth and width. Insulation resistance of cable on each drum before laying and after laying shall be taken and recorded to ensure that the cable is healthy. Cable ends shall be sealed to protect from entry of moisture each time when it is opened for test. RCC trunking before laying the cable the trench shall be got inspected by the

Employer's representative. There may be some underground obstructions in the cable route. The contractor shall lay the Cable clear of such obstructions. Before laying the cable in the trench a bed of screened earth from the bottom of the trench, RCC trunking shall be laid. The cable shall be laid in the RCC trunking. Sufficient number of labour, rollers, drum pedestals and axle, cable stocking, etc shall be used to handle the cable of 250/500/1000-meter length. The cable shall be laid in the presence of representative of Employer and the Engineer of the Contractor. Screened earth shall be filled in the RCC trunking and trench up to a height of 100 mm over the top of the cable. Earth shall be refilled in the trench thereafter, so as to bring filled earth level to the surrounding earth level. The back filling shall be done in stages. For laying the cable under the ground, across the cement concreting / asphalted road, necessary permission shall be obtained by the contractor from the concerned authorities. After completion of the cable laying work, re-surfacing of the road with asphalt shall be done for the excavated portion of the road. Necessary groove shall be made by chiselling in the cement concrete foundation of the pole for laying underground cable along the pole. RCC covers shall be placed horizontally (across) in the excavated trench over the cable without spacing between two RCC covers.

- iii) In case the cable trench crosses Railway track, then the cable shall be crossed through RCCNP-4 pipes provided with collar on one side and of minimum internal diameter of 200 mm dia and 2 meters in length. These pipes shall be provided at a depth of 1 meter from the formation level. The RCC NP-4 pipes shall be jointed properly slopping downwards from centre of track to outer end so as to make them waterproof. It is desirable to leave a pilot wire inside the RCC NP-4 pipes for drawing the cables through the pipe. The Power and/ or Traffic block if required shall be arranged by the Employer. The cable entry and exit shall be provided with a bell mouth or padding. Each cable crossing shall be indicated by two cast iron cable markers, one on either end of the crossing. Provisions given in latest Track Crossing Regulations issued by Ministry of Railways will be observed. Ballast removed shall be restored.
- iv) In case the cable route passes through walls of substation / any building compound wall, then the cable shall be laid in RCC NP-4 pipe of 200 mm internal diameter provided in the wall and supported on both ends, if necessary. The RCC NP-4 pipe shall be laid at a depth of 1.5meters from the ground level. After drawing the cables, both ends of RCC NP-4 pipe shall be sealed properly.
- v) In case the cable route passes over a culvert, then the cable shall be laid inadequate number of RCC NP-4 pipes of internal dia. 200 mm. The RCC NP-4 pipes shall be jointed properly. These pipes shall be supported on an ISMC 400channel of suitable length and galvanized with zinc coating these channels shall be jointed together using galvanized batten plates as per BIS2062 & 800 or the latest amended fastened with 4 nos. of 16 mm dia. stainless steel bolts & nuts. The CONCRETE pipes will be fastened to the channel by GI clamps duly fabricated out of 50 x 10 mm GI flat. Both ends of the channel shall be embedded in cement concrete blocks over the top of the pier on the culvert.
- vi) Proposed cable route shall get approved from MRVC/CR/WR division officers. The following shall be ensured:
 - a) When cable crosses the roads / footpaths the crossing shall be carried out with RCC NP-4pipes of 200 mm internal diameter and in conformity with BIS 1255 /1983 or the latest amended. The RCCNP-4 pipes shall be laid at a depth of 1.0 meters from

- the ground level.
- b) The Contractor shall assist the Employer in getting the permission from the concerned authorities for laying the cables in the portion of road / footpath under the Municipal area or PWD land. He shall prepare the necessary application and drawings required in this connection for the signature of the Employer for submission to the authorities.
 - c) The Contractor shall coordinate with the civil authorities for the progress of the work.
 - d) Proper warning signal / lamps at night shall be provided by the Contractor along with power supply/ generator at such road crossings when the work is going on.
 - e) To maintain the site clean and to see that minimum possible inconvenience is caused to the public and to vehicular traffic, carrying out work like barricading the work area, providing warning signal at night, removal of earth from site, etc are mandatory and shall be the responsibility of the Contractor. Any failure on the part of the Contractor to do these works will be deemed a breach of contract. Any penalty imposed by road authority will be borne by the Contractor.
 - f) To arrange labour required, arranging machinery and other miscellaneous Equipment, water required for drilling as well as domestic use by labour, temporary accommodation, if any, required for labour etc., shall be the responsibility of the Contractor.
 - g) All requirements of Municipal / Road Development Authority / PWD / Traffic Police /Railways authority etc., have to be complied by the Contractor. Day to day liaison with them shall be arranged by the Contractor.
 - h) All problems / disputes, if any, in this regard shall be settled by the Contractor by mutual discussions. The Employer shall give assistance to the Contractor in these endeavours.
 - i) It shall be the responsibility of the Contractor to restore the roads / footpaths back to the original finish in coordination with the road / footpath owning authority after accomplishing the cable laying work at such locations.
- vii) When a cable is to be run/ laid on the RCC wall or brick wall, it shall be with adequate support. The work includes drilling of holes on RCC/ brick wall fixing of GI 'J' hooks with bolts nuts to support the cable at 1 meter interval. J hook sat an interval of one meter and to be supported by two nos anchor fasteners of 6 inches length with GI lock Patti. The cable shall be run inside the two RCC half round pipes of 150 mm. dia duly clamped together. By GI clamps fabricated from 50 x 10 mm GI flat. GI/ J hook arrangement shall be got approved from the purchaser
- viii) While laying the cable, it should be ensured that the cable is not bent to a sharp radius. Minimum bending radius to be adopted shall be 15 times the outer dia. of the cable or as specified by the ISS.
- ix) Cable joints / terminations (outdoor / straight through type) as per site condition shall be used. Care shall be taken to ensure that no joint comes in a road crossing, track crossing near pipe end or at the bend. When two or more cables are laid together, the joints are arranged to be staggered so as to reduce the width of trench and also to isolate the joints from each other and reduce the possibility of one joint failure affecting the other joints. Before joining the cables, insulation resistance test shall be conducted. After satisfactory results are obtained cable jointing and termination work

should commence. The jointing of straight through joints and terminations shall be done by the manufacturer's authorized jointer only. The method of jointing shall be as per manufacturers instructions. In case during the course of test any joint proves faulty, the Contractor shall redo the work at his own cost. The cable joint markers as per approved drawing shall be provided at the location of joints.

- x) Suitable locations for cable joints should be selected. As the width of the trench is limited, it may not be possible to provide extra cable length at the joint. However, at each of the joint, an extra length to the extent possible in inflated form of figure 'S' shall be provided.
- xi) Cable identification labels made of non-corrosive metal or synthetic material indicating the 22/11/2.2 kV feeder number, year of laying etc., shall be fixed on the cable at a spacing of 30meters.
- xii) Cable route markers as per approved drawing shall be provided on the cable route at a spacing of 30meters.
- xiii) The metal sheath, metal screen (if any) and armour of cable should be efficiently bonded and earthed at both ends. All metal pipes or conduits in which the cables have been installed should be efficiently bonded and earthed. Earthing and bonding shall be done as per BIS 3043/ 1966 or the latest amended.
- xiv) The released cable drums will be the property of the contractor and shall be removed from the premises.
- xv) Both ends of the spare pipes shall be sealed.
- xvi) Bellmouth/padding are provided at cable entry /exit.
- xvii) It will be responsibility of the contractor to obtain clearance/ license/ NOC from various local authorities/ corporation for carrying out the work. However, the purchaser will reimburse the official fees/ payment on submission of documentary proof of payment of such fees.

11.6.7 Micro tunnelling for cable Laying:

- i) Micro tunnelling is a process that uses a remote-controlled Micro tunnel Boring machine combined with the pipe jacking technique to directly install product pipes under the ground in a single pass. The micro tunnelling permits accurate monitoring and adjusting of the alignment and level (either manually or automatically) as the excavation proceeds.
- ii) The process of installing a pipeline by micro tunnelling and pipe jacking system comprises five parts:-
 - **Micro tunnel boring machine (Shields):** It is mechanized, steerable mini boring machine (or shield) equipped with suitable cutter head in front to excavate small diameter tunnels under controlled conditions in which the tunnel face and ground water pressure are continuously balanced as the shield excavates and moves forward. The operation and steering of the shield are remotely controlled with the aid of laser and or

CCTV system.

- **Automated spoil removal system:** This system conveys the excavated spoil from the tunnel face to the ground surface for disposal. The spoil removal rate and the speed of the shield are fully or semi-automatically controlled in such a way to achieve minimal heave or settlement. There are three systems available for the conveyance of the spoil and they are slurry system, augur system, and vacuum system.
- **Jacking system:** The jacking system comprise high thrust hydraulic jacks mounted in a jacking frame capable of exerting and required jacking force against a purpose- built thrust wall to push the pipe and the shield forward through the ground. The jacking force is transferred evenly to the jacking pipe through a push ring connected to the pipe.
- **Guidance system to guide and tunnel excavation:** The guidance system comprises a laser beam device or a theodolite with laser beam attachment. The device is installed in the jacking shaft and the beam is set to the desired level, gradient and alignment. Some machines have photo sensitive cells on the target panel located at the rear of the shield which converts the laser position into digital data. The data are then electronically transmitted to the operator's control panel where digital readout of the location can be made. Some modern shields have built-in capabilities to use the digital data and automatically make necessary steering adjustments to guide the machine to the true alignment and level. The contractor shall submit complete details of the guidance system he proposes to use and shall incorporate appropriate check points and hold points in the Quality Assurance Manual that the shall implement in the contract. The laser torch or theodolite shall be firmly supported in the jacking pit so that it is independent of any movement that may take place during the micro tunnelling operation.
- **Remote control system:** All micro tunnelling system relies on remote-control capability. The control system monitors and controls the steering of the shield, spoil removal system (slurry or augur or vacuum), jacking system and guidance system. The system operation varies from totally manual to fully automate. The remote-control system is usually housed in portable control cabin. The control cabin shall be located near to the jacking pit so that the operator can visually monitor the activities in the pit. Where it is not possible to locate the control cabin near to the pit due to space limitations, a CCTV camera system shall be set up in the pit to allow the operator to monitor the activities in the pit. For the manual operating system, the operator's skill is very crucial for a successful completion of the project. The operator shall monitor all the information and continuously feed into the control panel as necessary. He shall be alert at all times and shall observe the crew's activities and other site activities, evaluate the information and make appropriate operational decisions. The information relayed back to the operator shall be audible, tactile and visual as The MTBM shall have facility to transmit sounds and vibrations from the excavation face to the operators to enable him to make appropriate operational decisions. He shall monitor and keep record of line and grade of the machine, cutter head torque, jacking thrust, RPM, steering pressure, slurry flow rate, pressures of slurry system and rate of advancement. In full automated system, the machine acquires and evaluates the information and selects the operational steps for automatic steering of MTBM. The information collected shall be logged in a

microprocess or to obtain a printout as necessary. The contractor shall incorporate check points and hold points for the guidance control system in the Quality Assurance System that he shall implement in the contract.

- **Supplementary systems:** The supplementary system required for micro tunnelling and pipejacking operation shall include Muck disposal system. Pipe lubrication system, Grouting system, Guide rails, Entrance and Exit installations.

iii) The Scope of work includes:-

- Supply of 160/250mm ODPE-80, PN-06 HDPE pipe as per IS4984-2016.
- Mobilization & demobilization of all equipment, consumables, personnel and work force etc as required to work site and back.
- Geotechnical profile and geotechnical reports of site
- Excavation & making of Thrust pit& Receiving pit.
- Due expertise, supervision over contractors' operation.
- Storage & security for contractor's equipment & personnel.
- Medical coverage & insurance for contract or personnel.
- Provision of JCB & Hydra for excavation of thrust pit & receiving pit.
- Providing proper shoring & shuttering to avoid collapsing of the pit if required
- Barricading & safety provisions of proper site activities.
- Laying of HDPE 250 MM ODPE-80, PN- 06 pipes by micro tunnelling.
- All permits and permissions from Central Railway Division as required for performing the work will be given by MRVC.

iv) The Permanent Works under this contract shall also include but not be limited to the following:

- Design, manufacture and supply of HDPE jacking pipes or other suitable pipes as approved by the Engineer of various diameters.
- Design, procurement, and installation of HDPE pipes NP-6. Approval will be given by MRVC.
- The installations complete of HDPE pipes NP-6 or other pipe including fittings or specials as specified and as approved by the Engineer in the following distinct fronts under the contract.
- Testing under supervision of the Railways & MRVC representative and handing over to the department upon successful testing.
- The constructions of complete all the manholes, special chambers, drop arrangements pipes, vent shafts etc.
- Ancillary and incidental works and all necessary works required to complete the work successfully and to entire satisfaction to the Engineer.
- Cable laying inside HDPE pipe.

v) General information on submittals:

To ensure compliance with the requirements of micro tunnelling, the contractor/ Agency shall make a number of submittals as described in the following clauses for approval. The contractor/Agency shall ensure that the submittals prepared are of

good professional standard, comply with all the requirements specified and complete with all details and information to enable the Engineer to evaluate and approve the submission. It shall be clearly understood by the contractor that he shall not commence any work without the approval of the submittals by the Engineer.

- Method of construction
- Geotechnical profile and geotechnical reports along the pipeline route.
- Jacking pipes design.
- Micro tunnelling system
- Site layout
- Existing pipe levels ,location of shafts and new pipe line alignment
- Jacking and receiving shaft design
- Obtaining approval from authorities
- Buried services and obstructions
- Monitoring of ground settlement and upheaval
- Safety
- Quality assurance/ control plan
- Remedial measures to be adopted by the Contractor
- Experience and performance certificate for last five years

11.6.8 Special tools

Special tools and equipment required for laying of the cable, installation, testing and commissioning of cable & its accessories shall be made available and used by the Contractor at his cost.

Note:

- a) Cable markers/ Cable Joint Markers/ Cable Identification Labels shall be provided as per extant rules at the time of refilling of the cable trenches. The price includes their supply and erection cost.
- b) If site condition does not permit excavation of envisaged size of cable trench, proportionate payment will be made as per actual excavation as approved by client. However maximum payment shall be as per the design even if the sizes are increased above the designed.
- c) MRVC engineer shall clarify where use of chisel and hammer or blasting has been necessary.

11.7 Inspection and testing

11.7.1 Scope

This section deals with the inspection and testing of cables, cable accessories, laid cable and complete power supply arrangement.

11.7.2 General

In all cases where inspections and tests are required whether at the works of the contractor or of any sub-contractor's work or at laboratory or at site, the contractor shall provide free of charge all facilities such as labour, material, electricity, fuel, water,

stores, test bed, tools, apparatus and instruments etc, as may be required to effectively carryout tests in accordance with the contract. A set of relevant approved drawings with the approved marking of the Employer, a copy of the specification to which the tests are to be carried out and copies of type test reports shall also be made available by the contractor to the Employer for reference during inspection and testing.

The Inspecting Authority shall be the Employer/PWD/MSEDCL or his authorized representative. In case prototype tests are to be carried out, then the inspecting authority shall be nominated by the Employer and assistance of RDSO may also be taken. The Employer shall advise the Contractor the specific inspecting authority each time.

The Employer or his authorized representative shall be allowed access at all working hours to all those areas in Contractor's workshop or sub-contractor's workshop where the materials covered by this contract are manufactured for purposes of inspection and to obtain information on the progress of work.

The tests at work shall include electrical and mechanical in accordance with the appropriate clauses of statutory regulation, relevant codes, standards and approved drawings / specifications to ensure that the materials being supplied fulfils the requirement of the specifications.

All instruments used for measuring performance parameters; instruments for precision dimension measurements shall have valid calibration certificates of national standards.

All equipment, fittings and accessories, material etc., selected for wiring installations/ cable laying/ equipment installation shall conform to the relevant & latest ISS and should be purchased from authorized dealers/ sub-dealers and the proof of purchased should be submitted to client. All material shall be got inspected before supply through RITES/Client/PMC its authorized representatives. Inspection charges for items requiring RITES inspection will be paid directly to RITES by MRVC/PMC.

No material will be used with out prior inspection & approval of authorized representative of client.

11.7.3 Type-tests

The type test reports will have to be submitted by the tenderer.

11.7.4 Routine tests

Routine tests shall comprise of visual inspection of the item and all the routine tests as per the relevant specification. Employer reserves the right to witness routine test.

For joint and terminations visual inspection and check of the availability of all components in required quantities in each kit shall be carried by Employer's representative.

Visual inspection and dimensional check shall be carried out by the Employer on cable joint marker, cable route marker, cable identification label to ensure that they are as per the approved drawing.

11.7.5 Responsibility of contractor

All defects detected as a result of testing / inspection shall be rectified by the manufacturer at his own expense and shall be documented and corrected prior to shipment. If in the opinion of Employer, a repeat of the test is required after such rectification, this shall also be carried out at the expense of the Contractor.

No cable accessory shall be supplied until Employer has inspected the same to his satisfaction and accepted. However, such inspection and/or acceptance certificate shall not relieve the Contractor of his responsibility for furnishing the cable accessories conforming to the requirements of the contract nor prejudice any claim, right or privilege which the Employer may have because of the use of defective or unsatisfactory items. Should the Employer waive the right to inspect any item, such waiver shall be obtained by the Contractor from the Employer in writing and such a waiver shall not relieve the Contractor in anyway from his obligation under the contract.

11.7.6 Inspection of erection work

All erection work will be subject to inspection by the Employer or his representative to ensure that the work is done in accordance with the specification and approved drawing.

11.7.7 Inspection and tests of completely laid cable

General

As soon as the work is completed and ready for inspection and testing, the Contractor shall advise the Employer in writing. Tests will be carried out by the Employer jointly with the Contractor. Testing Equipment and staff required for the tests shall be provided by the Contractor free of charge. The equipment indicated below shall form apart of the Equipment being provided by the Contractor for carrying out the tests.

- i) 2500 V motorised insulation resistance tester (meggar) for HT cables and 500V megger for LT cables
- ii) Resistance Bridge.
- iii) Capacitance Bridge.
- iv) High voltage testing kit.

The contractor shall take full responsibility for these tests inter alia his other responsibilities.

Specific Tests for the facility as a whole:

The following specific tests shall be conducted on a completed cable installation as per BIS 1255 or the latest amended before commissioning the cable.

i) Visual Inspection and Continuity Test

Visual inspection shall include check for satisfactory workmanship and bonding. Continuity Test shall be carried out on the cable to ensure that the cable is continuous.

ii) Insulation Resistance

The test for insulation resistance of the cable as a whole with the metal screen connected to earth shall be measured by a portable resistance measuring bridge.

iii) Conductor Resistance (DC)

The resistance of conductor shall be measured by a suitable bridge.

iv) Capacitance

The capacitance is measured between the conductor and screen using a capacitance bridge.

v) High Voltage Test

Cable shall be subjected to DC high voltage test. The leakage current shall be measured and recorded. The cable must be discharged on completion of DC High Voltage Test and the cable shall be kept earthed until it is put into service. The cost of arranging equipment for test and conducting the test shall be borne by the contractor.

11.8 Commissioning

11.8.1 Clearances

Before commissioning of a cable/ Substation it is necessary to obtain:

- 11.8.1.1 Clearance from EIG (Railways)/MSEDCL/PWD
- 11.8.1.2 (EIG stands for Electrical Inspector to Government)

The EIG for Railways is the Chief Electrical Engineer of the particular Zonal Railway.

The successful tenderer shall prepare and submit an application from the Employer to the above authorities with necessary data / drawings / certificates and obtain the clearance certificate. It is the responsibility of the Contractor to obtain the clearances from the concerned authorities for commissioning the cable. The Contractor will be guided by the Employer in respect of the procedure to be followed by him in this connection.

11.8.2 Commissioning procedure.

The cable/Sub Station shall be ready for commissioning once all the inspection/tests conducted are satisfactory and the clearance from EIG (Railways)/MSEDCL/PWD is obtained before commissioning.

12.0 Technical Specification for Diesel Generator Sets:

12.1 Intent of Specification

This specification covers the supply, installation, testing and commissioning of Diesel Gen-Sets, complete in all respects with all equipment, fitting and accessories for efficient and trouble-free operation as specified hereunder.

12.2 Scope of Work

General Scope of work shall include supply, installation, testing and commissioning of the following:

- a) Silent Diesel Generator Set complete with all accessories, an Alternator directly coupled to the engine through flexible/ rigid coupling complete with all accessories for starting, regulation and control, soundproof, weatherproof enclosure, base frame, foundation bolts etc. interconnecting piping and accessories, power and control cable glands and lugs. DG Set shall meet the requirements of environmental protection rules, 1986 as laid down by Ministry of Environmental & Forest read with GSR 371(E) dated 17.05.2002, GSR 520 (E) dated 01.07.2003 & GSR 448(E) dated 12.07.2004, vide GSR 804(E.) dated 3-Nov-2022, amended up to date, in respect of "emission norms" for the engine and in respect of "noise norms" for DG sets. All turbocharged engines shall conform to IS:13018/1990{reaffirmed2005) and IS:10,000 series or the latest amended.
- b) Diesel Local control panel (AMF Panel) including control cables, power cables between DG alternator, local control panel and main LT Panel.
- c) Equipment necessary for engine cooling system, Radiator, Fan, valves, interconnecting pipes etc.
- d) Equipment necessary for one day storage of fuel and distribution like day oil tank inter connecting piping, valves, level gauge etc.
- e) Flexible connections and residential type silencer of exhaust system, including thermal lagging on exhaust piping.
- f) Batteries with wooden battery stand and battery charging equipment, including their connections as necessary.
- g) Anti Vibration Mountings, etc.
- h) Preparing all related shop drawings for approval from client and statutory bodies.
- i) Obtaining approval of the installation of Diesel Generators by the Electrical Inspector and Pollution Control bodies and any other statutory bodies. (As required)
- j) Civil works like DG Set foundations, chasing, grouting etc. is included in the scope.
- k) Carrying out performance and guarantee test as per clause 1.9

12.3 Codes And Standards

- 12.3.1 The equipment furnish under this specification shall conform to the following latest standard or the latest amended, except where modified or supplemented by this specification:

BS:5514 : Specification for reciprocating internal combustion

		Engine.
BS:5000	:	Rotating electrical machines of particular type or for particular applications.
IS:1239	:	Mild steel tubes and fittings.(Part-I& II)
IS:1651	:	Stationary cells and batteries lead acid type (with tubular positive plates).
IS:9224	:	Specification of low voltage fuses, General Purpose.
IS:4540	:	Mono-crystal line semi-conductor rectifier assemblies and equipment.
IS:4722	:	Rotating electrical machines
IS:1248	:	Specification for electrical indicating instruments.
IS:10000	:	Methods of tests for internal combustion engines.
IS:10002	:	Specifications for performance requirements for constant Speed compression ignition (Diesel) engine for general Purposes (above 20 KW).
IS:2147	:	Degree of protection provided by enclosure for low voltage switchgear and control gear.
IS:1600	:	Code for type testing of constant speed IC engines for General purposes.
IS:1601	:	Performance of constant speed IC engines for general purposes.
ASME Power	:	Internal Combustion engines.
ISO8528 part10	:	Sound level
Test Code PTC-17	:	Codes of Diesel Engine Manufacturer's Association U.S.A.

12.3.2 Installation

The installation work shall conform to Indian Electricity act and Indian Electricity Rules as amended upto the date of installation on floor or truck/ van etc.

12.3.3 Period of Operation/ Duty Cycle

The sets are intended to supply power only during an emergency for essential services and may be idle for long periods except for periodic routine tests once in a week. When there is a total failure of main power supply, the sets shall be required to operate continuously at full load for a period which at times may exceed even 24 hours.

12.4 Engine

The turbocharged Diesel Engine shall be water cooled, electric start developing required BHP at 1500 RPM with class A-2 or better governing to deliver specified continuous KVA output at 0.8 Power Factor Lag at NTP conditions. The Diesel engine should be capable of providing 10% overload for one hour in every 12 hours continuous running at full load. The turbocharged Diesel engine shall conform to IS:13018/1990 (reaffirmed 2005) and IS:10,000 series or the latest amended. Specific fuel consumption (SFC) shall be as per IS specification.

The Turbocharged Diesel engine shall be complete with the following accessories:

- (a) Fuel tank with air breather, drain plug with capacity for 8 hours of continuous running at full load or 990 litres capacity, whichever is lesser.
- (b) Engine instrument panel consisting of starting switch with key, lube oil temperature and pressure gauges, RPM indicator and hour meter with additional feature of auto start/ remote start and auto stop.
- (c) Safety control to shutdown the engine in the event of over speed, low lube oil pressure and high engine water temperature.
- (d) Exhaust silencer residential type.
- (e) 12V or 24V starting system complete charging alternator or dynamo and cut out.
- (f) Lead Acid/ semi-maintenance free batteries of suitable ratings with connecting cables. The batteries shall conform to relevant IS. The batteries shall be supplied fully filled and first charged ready to use.
- (g) The battery shall be provided with good quality teakwood stand painted with acid proof black paint with min 3mm thick rubber mat below the battery.

For each battery system following accessories shall be provided:

- 1. PVC Funnel -1 No.
- 2. Small PVC mugs with handle -2 Nos.
- 3. Hydrometer syringe type with float calibrated (not with zero markings only) with one spare float.
- 4. Centre zero voltmeter good quality with 3V-0-3V scale.
- 5. PVC Jerry - can white colour with tested quality distilled water, with can clearly marked with engraved PVC inscription plate "Distilled Water".
- 6. One tin of petroleum jelly(500gms)
- (h) Anti-Vibration mountings for complete DG set in case of flexible coupling and for turbocharged engine in case of direct coupling.
The fuel level should be indicated with the help of fuel gauge meter.
- (j) There should be provision for filling the fuel from outside (as in case of automobiles) with locking arrangement.

12.5 Alternator

The alternator shall be self excited and self regulated of specified KVA rating in three phase at 415Volts, 50 Hz, 1500 RPM & 0.8 PF and shall conform to IS: 13364 (Part 2) /1992 (reaffirmed 2008). The alternator shall be of brushless type only with VG-2 Grade of voltage regulation. The alternators shall be screen protected, drip proof with IP-21 or better degree of protection as per IS: 4691/85 (reaffirmed 2004) or the latest amended. The alternator should be suitable to take unbalanced load as per IS: 13364 (Part-2)/1992(reaffirmed 2008) or the latest amended.

The alternator shall comply with the following specifications:

Rating	-	100/125/250KVA (Shall be capable of 10% over loading at the rated speed for one hour of 12 hours continuous running).
Voltage	-	415 V

Speed	-	1500 RPM
Frequency	-	50Hz.
P.F.	-	0.8lag
Enclosure	-	IP:23
Insulation	-	Minimum 'F'
Excitation	-	Self excited, self regulated with brushless system and static voltage control unit suitably compounded for voltage and current to maintain terminal voltage constant at $\pm 5\%$ at all load for p.f. not less than 0.8.
Terminal Box-		Cable box suitable for incoming PVC cable size

12.6 Silent Type (Acoustic) Enclosure

The DG Set shall be mounted in a sheet metal fabricated enclosure for reducing the noise level and to serve as weather proof housing. The Generator Set shall be a integral part of acoustic enclosure made of multi-fold sheet channels and ISMC sections. Enclosure shall be modular in construction and provided with doors for meeting service requirements and lockable handles.

The Acoustic enclosure should consist of following:

- (a) The enclosure should be fabricated out of CRCA sheet of minimum 1.6 mm thick.
- (b) The sheet metal components should be suitably pre-treated and should be powder coated to have long life of enclosure.
- (c) The battery should be accommodated in a separate tray in the enclosure.
- (d) There should be provision of drain plugs for draining lube oil and diesel.
- (e) The doors should be casketed with quality gaskets to avoid leakage of sound.
- (f) The door handle should be lockable type.
- (g) Soundproofing of enclosures should be done with high quality rock wool / mineral wool/ foam/ fibre glass wool.
- (h) The rock, mineral, fiberglass wool is further covered with fiberglass cloth and perforated powder coated sheet.
- (i) A special residential silencer should be provided along with the enclosure to control exhaust noise.
- (j) Specially designed louvers should be provided to control sound at air entry to the container and exit from the container.
- (k) It should have Type approval certificate and also COP certificate (if applicable) from certification agencies mentioning MOEF notification No.371(E) dated 17.05.2002 or as amended and applicable at the time of supply.
- (l) Ambient temperature limit inside the canopy should be specified.
- (m) There shall be provision for emergency STOP from outside the enclosure.
- (n) Acoustic Enclosure shall conform to pollution noise norms stipulated in notification GSR371(E)dated 17.05.2002, amended up to date.

12.7 AMF Panel

AMF control panel shall be able to start up the DG set and transfer the load to DG set on the Mains failure without requiring any human intervention. Similarly on restoration of the Mains supply it shall be able to transfer the load to Mains supply and switch off the DG Set automatically.

The AMF control panel shall be fabricated from steel sheet of 2.0 mm thickness minimum duly pre treated and aesthetically finished. The control panel shall be totally enclosed, dust and vermin proof, floor mounted type with degree of protection IP-53 as per IS/IEC: 60947(part-1)/2004.

The AMF control panel shall consists of following instruments of which any of the items can be supplied in a combined relay/meter also.

- (a) Micro process or based N~Frelay.
- (b) AC voltmeter(s) of class 1.5 accuracy, 0-500 volts with selectors witch. Separate voltmeter shall be provided for Mains and Alternator.
- (c) AC Ammeter(s) of class 1.5 accuracy and of suitable range, with selector switch.
- (d) Mode selector switch for setting the panel on any one position such as off or auto or manual or test.
- (e) Engine ON-OFF switch (push button type).
- (f) HRC fuses of suitable ratings.
- (g) Rectangular Aluminium bus bars (1 No. for each phase, neutral and earthing terminal) of adequate rating duly colour coded with head shrinkable PVC sleeves.
- (h) Two nos. power contactor (one for Mains and one for generator) up to 360 KVA & EDO breaker for DG sets above 360 KVA, ACB will be complete with O/L, U/V release, short circuit protection.
- (i) Under voltage relay for mains.
- (j) Three attempt engine start/ engine cranking relay.
- (k) On delay timer for load changeover.
- (l) On delay timer for engine shutoff.
- (m) Pilot lamps three nos. in case of three phase DG sets.
- (n) Battery charger complete with voltage regulator, float or booster selector switch, ON-OFF switch, Voltmeter and Ammeter for charging the battery from Mains. This will be in addition to the battery charging alternator fitted on the engine.
- (o) Instruments and control fuses 06 (Six) nos. power fuses of suitable rating.
- (p) Five nos. indicating lamps to indicate Mains Low Voltage, Load On Mains, DG Set running, Load on set and Battery charger ON.
- (q) Audio Visual alarm for Low Lubricating Oil Pressure, High water temperature, Start failure and DGO/L.
- (r) Over current relay protection.

12.7.1 General

12.7.1.1 The AMF panel shall be sheet steel enclosed and shall be dust, weather and vermin proof providing a degree of protection of IP-53. Sheet steel used shall be cold rolled and at least 2.0mm thick and properly braced and stiffened.

12.7.1.2 AMF panel shall be provided with hidden hinged door(s) with pad locking arrangement and suitable brackets /channels shall be provided for floor mounting.

12.7.1.3 All doors, removable covers and plates shall be gasketed all around with neoprene gaskets. All accessible live connections shall be shrouded, and it shall be possible to change individual switches, fuses, MCCB Switch out danger of contact with live metal.

- 12.7.1.4 All live parts shall be provided with at least phase to phase and phase to earth clearances in air of 32 mm and 26 mm respectively.
- 12.7.1.5 Adequate interior cabling space and suitable removable cable gland plate shall be provided. Necessary number of cable glands shall be supplied and fitted on to this gland plate. Cable glands shall be screwed on type and made of brass.
- 12.7.1.6 Two number of earthing terminals shall be provided.
- 12.7.1.7 All sheet steel work shall be degreased, pickled, and powder coated.

12.8 Tests

- 12.8.1 Supplier/ Manufacturer shall provide the testing facilities for the following tests in their works at the time of inspection to authorized Inspecting Engineer.
 - (1) The testing of diesel generating sets of all ratings shall be done with a load of 0.8pf lag.
 - (2) The sample size shall be 100% of the offered quantity of DG sets for conducting acceptance tests.
 - (3) The facility for checking of alignment of DG set before subjecting to load test for which tolerance is 0.01 mm in case of flexible coupled DG set and not applicable for direct coupled.
 - (4) Voltage regulation test at 0.8pf lag.
 - (5) Full load test for 4 hours at rated KW at 0.8 pf lag.
 - (6) After 4 hours full load test, 10% overload test shall be conducted for one hour at 0.8 pf lag. DG set should be capable of running at full-load test for one hour, after the overload test. The parameters should meet the requirements at full load, conducted after the over-load test.
 - (7) High voltage test at 1.6KV for one minute after the load test.
 - (8) Insulation resistance test.
 - (9) Checking for the trouble free starting and oil leakage.
 - (10) High voltage and insulation resistance tests should be conducted on alternator as well as control panel after the load test.
 - (11) The control panel will be checked for functional requirements and completeness as per specification.
 - (12) Vibration test: Vibration below AVM's should not exceed 100 microns.
- 12.8.2 Supplier/ Manufacturer shall also provide following documents to authorized Inspecting Engineer at the time of inspection.
 - (1) DG Sets manufacturers shall furnish invoices and OEM's test certificates for turbocharged engine/alternators used, at the time of inspection from the original manufacturer. The Invoice should have been billed directly to DG sets manufacturer. Original will be shown to the visiting inspector for verification during inspection.
 - (2) Valid Calibration certificates of all the testing meters from any Govt. Lab.
 - (3) Complete & satisfactory Type test certificate (TTC) for turbocharged engines,

alternators complete with enclosure to be used by them for EACH rating of DG sets clearly identifying make, model and ratings of the DG sets tested to the concerned authorized Inspecting Engineer at the time of pre dispatch inspection. The TTC of three phase alternators shall cover unbalanced load test as per cl.24 of IS: 13364 (part 2)/1992 (reaffirmed 2008) as applicable or the latest amended. The TTC shall be from any Govt. Lab. Type testing witnessed by the representative of concerned DQA at the firm's premises shall also be acceptable.

- (4) Type approval certificate for "emission norms" certification agency as per notification No. GSR371(E) dated 17.05.2002 or the latest amended for engine from date.
- (5) Type approval certificate of DG set for "noise norms" with turbo engine model combination from certification agency.
- (6) Type test certificate from any Govt Lab for IP-53 degree of protection for manual as well as AMF panel
- (7) Routine Test certificate of engine, alternator and control panel under supply.
- (8) DG Sets should be self –contained units supplied with the acoustic enclosure. Therefore, supplier shall have to furnish the foundation details along with the DG Set to facilitate the process of installation & erection of DG set.
- (9) While dispatching the DG Sets to the consignee, the supplier shall issue letters to respected Engine /alternator manufacturer whose engine /alternator have been used in their DG Set supplied, informing them about the consignee's details including Name, Location so as to take care of the maintenance requirement in future at consignee's end.

Simultaneously, Consignees will also be informed about the above details of service centre i.e., Name, mailing address, e-mail address, telephone Nos. and name of the contact person etc. of the turbo engine/alternator manufacturer who may be contacted for obtaining the service support & due maintenance. This requirement is in addition to the contractual obligation of the DG Set suppliers.

- 12.8.3 Supplier/ Manufacturer shall confirm that DG set shall meet the requirements of Environmental (Protection) rules 1986 as laid down by Ministry of Environment and Forest read with GSR 371(E) dated 17.05.2002, GSR 520(E) dated 01.07.2003 and GSR 448(E) dated 12.07.2004, vide GSR 804(E.) dated 3-Nov-2022 in respect of emission norms for engine & noise norms for DG Sets. The latest amendments to above GSRs shall be applicable.
- 12.8.4 DG set shall also meet all the other statutory requirements as notified by the Government from time to time. Tenderers shall give complete details in this regard for each item quoted.
- 12.9 Erection, Testing, Commissioning and Performance & Guarantee Tests/ Procedure at Site

The responsibility for installing and commissioning of DG sets shall be that of the Supplier/ Manufacturer/ Contactor.

The scope of installation and commissioning shall be as follows:

1. Foundation:

Foundation shall be of PCC type with the ratio of 4:2:1. The length and breadth of the foundation shall be 300 mm more from the respective length and breadth of the DG set. The height of the foundation shall be 400 mm i.e. 200 mm below and 200 mm above the ground level.

2. Cable:

Armoured PVC sheathed Aluminium cable and its necessary laying and termination shall be done by firm. For 3-phase DG sets, 4 core or higher core cables shall be used. The current rating of the cables shall be as per table attached. Total length of the cable shall be within 20 meters for DG sets with manual control panel and within 40 meters for DG sets with AMF control panel.

3. Earthing:

Building suitable earthing station and necessary connections shall be done by firm. In case of 3phase DG sets, the total number of earthing pits/stations shall be 4 i.e. 2 for neutral and 2 for body-earthing. In case of single phase DG sets, the total number of earthing station shall be 2 and it shall be used for body-earthing. The consignee should choose installation site in such a way that the earthing stations can be made within 20 meters of the DG set. Earthing station shall be typically built as per prevalent standard practices.

4. Installation of Fuel tank, battery charging, and battery connection.
5. Supply and installation of a change-over of suitable rating for DG set with AMF control panel.
6. Unloading and placement of DG set on foundation.
7. First fill of lube oil and all filters shall be provided by the firm. The firm shall also provide 50 litres of Diesel for DG sets of rating upto 125 KVA
8. The consumable provided by the firm cover the trial run of DG set as well. The firm shall conduct trial run of the DG set with the available electrical load at site. The trial run shall be for ONE hour. The available electrical load shall be less than or equal to the rated capacity of the DG set.
9. Exhaust piping, extra civil work, distribution board shall be provided by the consignee/ user.
10. Note: Necessary approvals, if any, shall be obtained by the consignees and the cost of obtaining is included in the item
11. Firm shall declare SFC
12. Commissioning checks and test recommended by the manufacturer shall be conducted by contractor at site at his own cost.

13.0 List of Approved Manufacturers/ Accepted Brands of Major Equipment/ Fitting/ Accessories/ Cables/ Luminaries

Sr. No.	Description of Item	Manufacturer's Name
1	Drinking Water cooler	BlueStar, Voltas, Fedders Llyods, Usha (Shriram), Eureka Forbes(Aqua guard)
2	Luminaries & Lamps	Bajaj, Crompton Greaves, Philips, Havells, Jaquar, Surya, Wattera
3	Cables - Copper/AL XLPE insulated (HT/LT)	Fort Gloster, KEI, Polycab, TORRENT, Havells, RPG, Universal, Finolex, Kenter, Ravin, Rotoplast.
4	ACB/MCCB/MCB/RCBO /ELCB/ATS	L&T, Siemens, Legrand, GE, CGL, HAVELLS, ABB, Goldmedal.
5	PVC Pipes	Voles, Ashoka, Precision or Modi, Falcon, Astral, Anchor.
6	GI Pipes	Tata, Zenith, Jindal, Prakash, BEC, VIMCO.
7	FRP Cable Looping Boxes	Sintex, Ercon, Bravo, Hensel.
8	Air conditioners (Window/ Split type)	Voltas, Carrier, Fedder Lloyds, Samsung, Hitachi, LG, Panasonic, Daikin, Mitsubishi, Ogeneral.
9	CT, PT, Voltmeter, Ammeter, Energy Meter (Flush mounting type)	Automatic Electric, CGL, L&T, MECO, IMP, Jaipur Meter, Motwani, Ruttonsha, Hitachi, Havells, Nippen, Megger, Secure.
10.	Electronic Energy meter	L&T,MECO, Siemens, Jaipur Meter, Enercon, Schneider, ABB, Secure, HPL
11.	Water Heater/Geyser	Venus, Bajaj, Sphere hot, Recold, Almonard, Crompton Greaves, USHA.
12.	Copper/AL Cable – PVC/ZHFR insulated	CCI, Fort Gloster, Indian Cables ,NICCO, Finolex, Polycab, Universal, TORRENT, Havell's, Standard, KEI, Kenter.
13.	Fuses/HRC fuses and fuse holder	Siemens, L&T, GE Power Control, ABB,CGL, Havells, Indoasian.
14.	TPN Switches complete with HRC fuse(FSU)	Siemens, L&T, GE Power Control, ABB, BCH, CGL, Havells, Legrand
15.	Ceiling fan/ Bracket fan/ Exhaust fans /Air Circulator /Padestal Fan	Bajaj, CGL, Orient, Havell's, Anchor, Almonard, Polycab, Atomberg
16.	Ceiling fan 5step two module electronic regulator	Rider, Anchor, Philips, Leader, Havells, Usha Legrand, Roma, Indoasian (Elvira), Elleys (Hi-Fi).
17.	H.T. Panel	Alsthom, Siemens, ABB, Schnieder Electric, CGL, Kirloskar, Tricolite, Legrand, Hindustan Electrics
18.	Distribution Boards	Anchor, ABB, Tricolite, Havell's, L&T, Legrand, Hensel.

Sr. No.	Description of Item	Manufacturer's Name
19.	Heat shrinkable end terminations, Straight through joints	Raychem, RPG, XICON brand of CCI(REPL), M-Seal of Mahindra Engg. & Chem, 3M
20.	PVC conduit and other accessories	Precision, Modi Gold, Hensel, Anchor, BEC.
21.	Cable sockets(Lugs)	Dowells, Jainson, Mho, Universal, Comet.
22.	Brass Glands	Siemens, Comet, Dowel.
23.	Modular switch, DP Switch, universal plug socket with safety shutter, 3pin/5 pin of 6 Amps / 16 Amps fuse cutout, ceiling rose, holders –flush mounting/ Modular type, Piano switch made out of non-ignitable moulded insulating material	Precision, Anchor, Roma, Legrand, L&T, Polycab, Indoasian (Elvira), Elleys (Hi-Fi), Kolors, Gold metal, Almanac.
24.	Modular Socket with MCB	Roma, Anchor, Legrand, L&T, Kolors, Anchor, Almanac, Gold metal.
25.	PVC Casing and Caping	Presto Plast, Asian, Precision, Modi, Volex
26.	Power& distribution Transformers	BHEL, ABB, GEC, Siemens, CGL, Kirloskar, Tesla, Ames Impex Electricals Pvt, Kotsons, RDSO approved make.
27.	Pump Motor set	Kirloskar Brothers, CGL ,Siemens, KSB pumps, Mother& Platt
28.	Motor Starter	L&T, Kirloskar, Havells, GE, Siemens, CGL, BCH, Havells, Legrand
29.	High Mast	Bajaj, Philips, CGL, Valmont, Surya Trans rail.
30.	Maintenance free/ Standard Lead Acid Batteries	Amar Raja, Exide, Panasonic ,Hitachi, Enertech, RDSO approved make.
31.	UPS	Su-Kam, Emerson(Siemens), Numeric Power System Ltd., Luminous Power Technologies Pvt. Ltd., RDSO approved make
32.	Flex / Venyl/ Poly carbonate solid sheets for Glow Sign Boards	3M, Bayer, Tilara, Metamark, Avery
33.	Auto/Manual changeover Switch	L&T, Havells, GEC, Indo Asian, Siemens, KayCee, Seton, Switchon
34.	(a) DG Engine	Cummins, Cater pillar, Greaves cotton, Crompton, Perkins, Tata, Mahindra.
	(b) Alternator	Crompton, KEC, KEL, Stamford, Mahindra
	(C) Batteries	Exide, Tata Green, Amron, Amco ,Tudor, Cummins-Pulse lite, Prestolite and Standard Furukuwa
35.	Solar Panel Unit	Tata Power, Su-Kam, Waaree.
36.	Make of LED	Nichia, Philips, Lumi leds, Avago, Seoul Semiconductor, Osram ,CREE,

Sr. No.	Description of Item	Manufacturer's Name
		Bridgelux(U.S.A)
37.	GI Cable Trays	Omkar Gratings, Sharda Gratings, Elcon Cable trays, Bravo Cable Trays, Sankalp Engg (P) ltd.
38.	Bus Duct	C& S, Legrand, EAE Electric, Ajmera Electro tech LLP.
39.	Maintenance Free Earth	JMV, Dehn, True Power Ltd, Erico, Signet Engineers.
40.	LED Glow Sign Boards	Signage & Graphics, Prolite, Penaflex, LG, 3M, Illumination.

NOTE:-

- Above brands are for guidance only and the Employer reserves the rights to select any other equivalent brand. The tenderer shall submit the details of documents for supply of material/equipment to public mass transport authority/ public authority/CPWD in last five years and have proven performance certificate.
- The specifications indicated are minimum requirement only. The contractor should supply, erect and commission the Equipment/ system according to latest editions of IEC and IS Standards.
- Bill of quantity, tender drawings and specification are complimentary to each other. However, in case of conflict, the order in which they will be interpreted is Bill of quantity, tender drawings and Specification.

EXPLANATORY NOTES OF ELECTRICAL ITEMS FOR BILL OF QUANTITIES

SCOPE OF WORK:

The specification given below pertains to the entire electrical installation work to be carried out for General Service Electrical Works in connection with construction of Station buildings, service buildings, New Platforms, New FOBs, Staff quarters, Tower wagon shed, OHE Depot, Extension of existing platforms, existing FOBs and dismantling of existing structures at various stations between Panvel (Including) and yet to be constructed Karjat Suburban station (including) on Central Railway. The Detailed scope of this work includes:

- 1) Supply of cables, transportation to site, temporary storage, laying, cutting, jointing, diversion & commissioning of 33kV/22kV/11kV/ 2.2kV /1.1kV grade cables & transmission lines laid underground / over the ground, crossings, on platform, below the tracks, Foot over Bridge (FOB)/ subways/ skywalks, from the railway supply /MSEDCL / Reliance / BEST / TATA / Local Power supply authorities' source to Traction Substations/ General service Substation/ Electric room and LT panel to various installations.
- 2) Preparation of existing and proposed HT/LT cable / transmission line route plan, supply, transportation, laying, jointing, testing & commissioning of cables.
- 3) Electrification of platforms, Decks, FOBs, Pathways, service buildings, circulating area etc.
- 4) Supply and provision of independent earthing system for transformers, HT/LT panel, Feeder, earth stations etc. as per the provision of relevant latest specification & IE rules.
- 5) Supply of pumps, suitable starters, panels, provision of earthing for supply of water from Overhead tank / underground tank and connecting to suction and delivery system.
- 6) Dismantling & shifting of released material to nominated sites/ depots with contractor own labour and transportation.
- 7) Temporary shifting & modification to existing power supply network, fittings, fans, electrical Equipment etc. infringing civil construction work under the project/contract.
- 8) Supply, erection, testing and commissioning of transformers, HT/LT panels of latest relevant specification.
- 9) Temporary lighting arrangement during night for engineering /Electrical working with contractor light fittings and labour.
- 10) Supplies of materials as per approved brands/ manufacturers indicated in technical specification and are for guidance only. However, employer reserves the rights to select any other equivalent brand. The contractor shall submit the details of documents for supply of material/ equipment to public mass transport authority/ public authority /CPWD in last five years and have proven performance certificate.
- 11) The cable route for HT/LT cables if available with Railways shall be provided purely as guidance to the tenderer/ contractor. After awarding contract, the contractor has to survey the entire area where the HT/LT cables / transmission lines are to be laid along with client's engineers/ Railway representatives to assess the actual quantum of work, prepare his own constructional drawings/plans and submit the same for approval before the commencement of any work.

EXPLANATORY NOTES–

1. Explanatory notes for various items of work are given below in this chapter.
 - a) The basic quantities of components and materials required to make up a unit of work for selected items are indicated and for guidance only. In estimating the prices for various items of work, provision for loss and wastage in transit and erection should be provided for over and above the basic quantities of components and materials required to make up a unit of work (Assembly), indicated herein, except where otherwise specified for materials supplied by the Client.
 - b) In the explanatory notes given in this section, the term "bimetallic connection" is mean to cover any connection between a copper conductor and an Aluminium conductor. The clamps used for such connections shall be made of a suitable Aluminium alloy or copper alloy and the copper / Aluminium conductor shall be wrapped with a bimetallic (Aluminium/copper) strip to prevent direct contact between Aluminium and copper.

Special notes for measurements are included in this section under various items wherever necessary. Reconciliation of released materials shall be as follows:

All the released materials shall be properly recorded under joint signature of Client's & contractor's Engineer. The contractor is responsible for proper handling and safe storing till the final disposal of the released material. The released material shall be disposed of in the contractor's transport and manpower up to the venue of disposal which will be advised in due course. Employer would be advise the nominated place /store for handing over the released material. The location would be within the MMR (Mumbai Metropolitan region) area. The transportation cost and loading / unloading is included in the schedule of quantities.

- i) In the case of wires / conductors / cables / transmission lines etc. the prices for erection shall include any assembly work to be done in the Contractor depot prior to erection at site, such as cleats, brackets etc. to the shapes and sizes required. All MS members shall be painted with two coats of red oxide and final coat of enamel paint as per site requirement and final coat of enamel coat at site after erection. The cost of such work, MS member including wastage is deemed to have been included in the scope of schedule item of BOQ until or otherwise specified.
- ii) The whole work shall be carried out as per latest RDSO/CORE/CEE/Sr DEE's Central Railway drawings, specifications / Power supply distribution authorities' specification and as per instructions of ENGINEER- IN- CHARGE / Site Supervisor and their decision is final. And all the components given in drawings/ specifications of assembly / sub assembly / fittings / GAD etc. are deemed to have been included in the scope of schedule item of BOQ until or otherwise specified.
- iii) An acceptable storage facility for the equipment and materials (Railway Supply & Contractor supply both) of all kinds intended for use in carrying out the works for incorporation into the works shall be made available, if available. The required area for temporary storage will be provided free of cost from Railway, if available and

- not binding on employer.
- iv) The contractor/ Electrical sub-contractor or his licensed authorized wireman shall be available at all times during the execution of work and shall attend & assist to the client for routine inspection/ construction work and will work on instruction of project engineer.
 - v) Warranty / Guarantee certificate to be submitted to MRVC before accepting / claiming commissioning amount.
 - vi) All equipment / item wherever applicable operating manuals to be provided before accepting / claiming commissioning amount.
 - vii) Supplier challan to be submitted with supply of item with contractor challan.
 - viii) All material to be inspected before installation.

Item no.1: Wiring and Sub main wiring in conduit / Capping casing

Item no. 1.1: Supplying all materials including wires, multiple loading / unloading, storing, handling, fixing, laying, wiring and testing of one light, ceiling / exhaust / bracket fan / call bell on Angular / vertical holder / PVC blocks / clamps in concealed/ capping casing starting from the switch board to the point terminated in ceiling rose with earth connection as detailed below, flush type MS Boxes of required modules, electronic fan regulator/ bell (Supply cost of fan regulator/ bell is not covered in this item but erection & commissioning on switch board is included), together with wiring accessories such as 6A modular flush type switches in manufacturer's boxes of suitable sizes with wrap around front plates, modular doorbell push button near entrance in separate flush type MS boxes including circuit wiring with 2 x 2.5 sq.mm 1100 volts grade PVC insulated unsheathed multi strand copper conductor single core flame retardant (FRLS) class 2 wire along with one run of 2.5 sq.mm PVC insulated (green colour) stranded FRLS class 2 earth wire complete as per IS: 694/ IS 3043 with latest amendment with earthing of fixtures, sockets, ceiling roses and boxes PVC bushes for conduits ends, screws, complete in all respects as per standard specifications. The phase & Neutral wires may be terminated in a ceiling rose near the location of fan/ fitting. The wiring includes the submain wiring of 4 sq.mm. Wiring from DB to 6/16 A universal Socket with safety shutter on separate switch board only will be considered as full point. Additional 6/16 A universal Socket with safety shutter on same switch board shall be considered as half point. Wiring from switch board to light/ fan / exhaust fan/ bracket fan etc. shall be in PVC conduit / flexible conduit with joints bends, capping casing as required to complete the wiring including all material required for fixing arrangement wherever required cost of which is included in this item. The cost also includes making surface as original after inserting pipes in wall / ceiling etc.

Item no. A3: The price shall include the cost of supplying all materials including wires, multiple loading / unloading, storing, handling, laying, testing & commissioning and wiring for 250 volts single phase and neutral 15/16 amps SP switch & 6 pin universal modular socket outlet with 2x4+ 1x2.5 sq.mm. 1100 volts PVC insulated unsheathed multi strand copper conductor single core flame retardant (FRLS) class 2 wire as per IS: 694 with latest amendment from distribution boards, in concealed Precision brand heavy duty uPVC conduit, conduit accessories including providing and fixing of 15/16

amps switch & universal modular sockets with safety shutter (with manufacturer MS boxes & wrap around front plates) of approved make and design & earthing the third pin of the socket outlet 2.5 Sq.mm earth wire (one socket outlet shall be connected with one circuit from MCB DB). The cost of wiring to other switch boards and outdoor lights from DB will be paid under this item on flat rate basis. Looping amongst switch Board will not be paid separately. The cost also includes making surface as original after inserting pipes in wall / ceiling, etc-

Itemno. 3: Bus duct trunking system

The price shall include the Supply of all material, multiple loading / unloading, storing, handling, installation, testing & commissioning of bus duct trunking system of 40A (4+2)/25A (3+1) conductors, 3ph, 4 wire with all required accessories such as minimum 2 nos. Centre / end feed unit and additionally 1 no. Centre/ end feed as per site requirement for every 100 meter or part there off with ELCB bus duct supplied, straight lengths 3 mtrs with 3 outlets (One outlet per meter), end covers, 16A tap off box, Plug in boxes with covers, DP selection plugs suitable for 10A/16A glass fuse (10% extra glass fuses), 1 no. flexible bends / joint as per site requirement for every 50 meters or part there off bus duct supplied for joining two different alignments of busduct trunking, connectors, ceiling bracket holder, suspension clamp, nut, bolts, flexible lead wires, all bracket, suspension hook, snap clamp etc. to complete the installation, the cost of which is included in the item. All suspension accessories shall be either Galvanized, or powder coated required for installation is included in this item. The cost shall also include manufacturers extended warranty for 3 years after warranty of 2 years for replacing part against any defects. These items are required to installed on platform, FOB, staircase, etc.

The cost also includes the installation inspection & certification from OEM before commissioning.

Item no. 4: Wiring from Junction box/ Plug in Box/ Tap of box of bus trunking system to Light / Fanpoints

The price shall include the Supply of all material, multiple loading/unloading, storing, handling, Wiring, installation, testing & commissioning from Junction box/ Plug in Box/Tap of box of bus trunking system to Light/Fan points with 2x2.5 sq.mm PVC insulated unsheathed multi strand copper conductor single core flame retardant (FRLS) class 2 wire as per IS:694 with latest amendment wire plus earth wire of 2.5 sq.mm in surface PVC conduit / flexible conduit with joints bends as required to complete the wiring including all material required for fixing arrangement. The PVC conduit / flexible conduit shall be run aesthetically, and cost of all material required for completing the wiring for fixing arrangement wherever required is included in this item including PVC conduit/ flexible conduit.

Item no. 5: LT Cable Works

Item no. 5.1 : Supply of various sizes of 1.1 kV grade XLPE Aluminium Cables

The price shall include the cost of Supplying, multiple loading/unloading, storing various sizes 1.1 kV grade ISI marked cable cross linked, Inner sheath Extruded polyethylene XLPE insulated, PVC outer sheathed as per IS:5831/1984 or the latest amended (Reaffirmed 2006), armoured with galvanized round steel/ strip as per IS: 8130/1984 or the latest amended (Reaffirmed 2006) with Aluminium cable / conductor suitable for rated voltage at 1.1 kV grade and confirming to IS 7098 (Part -I) 1988 or the latest amended (Reaffirmed 2005) in drums confirming to IS:10418/1982 (reaffirmed 2006) with thermoplastic inner sheath. The cable should confirm to latest amended IS specification. The cable shall be manufactured with triple extrusion process with CCV line technology.

The cables shall be tested at each stage like, initially on receipt, jointing and commissioning before burial. The price shall also include all testing stated in the relevant specification, HV testing of cable. After every stage HV testing, the ends of the cable shall be properly sealed with heat shrinkable cap. Arranging equipment for HV testing is the sole responsibility of the contractor and the cost included in the item.

The cost shall also include manufacturer's warranty of 2 years for replacing the cable against any manufacturing defects.

The payment shall be released on submission of Inspection report of inspecting authority as per approved QAP and test reports.

NOTES FOR CABLE LAYING:

- 1) In Mumbai suburban section, there is a maze of power cables of M/s BEST, M/s RELIANCE, M/s TATA, power supply distribution authorities, Railways own HT/LT and Signalling & Telecommunication Cables network of Central Railway. The underground construction activities are therefore fraught with serious consequences if not carried out with due care. Contractors are, therefore required to carry out the underground excavation work, etc. with utmost care. In case, a cable is hit because of the construction work under this contract, the contractor shall be required to make good / repair at his own cost. All expenses direct / indirect financial implications on account of such failure will be on contractor account.
- 2) The price also include for track/ road/ platform etc. be restored to the original condition after laying the pipes/cables such as back refilling, ramming, removing and disposal of surplus excavate material out of Railways boundaries. The price shall includes the cost of restoring ballast back to original conditions and disposing off the extra earth /muck or working under power /traffic block during night or day. All surfaces / ballast shall be restored to original.
- 3) If site condition does not permit excavation of envisaged size of cable trench proportionate payment will be made as per actual excavation as approved by client. However maximum actual payment shall be as per the schedule of quantities even if the sizes of trench are more than specified.
- 4) Whenever there is crossing of cable under roads / tracks/ culvert etc., cables shall be laid in full/half round RCC/GI pipes through out such length. If cable is supported on wall two half round pipes shall be used. Two half round will be considered as one full

- length pipe for the purpose of payment. Every 1m length pipe shall be suitably supported as per size of cable.
- 5) Cable laid in trenches shall be covered by RCC warming covers.
 - 6) Cost of drilling, supply and erection of GI strip / angle, J hooks, bolts and clamps are included in the cost of erection on flat rate basis wherever required.

Item no. 6: Laying of PE-80 PN-6 HDPE pipe in all type of soil including hard rock by microtunneling

The price shall include the cost of excavation and laying of cable 3 M below formation level for laying HT/LT cable by inserting 160/250 mm PE-80 PN-6 HDPE pipe in all type of soil including the rock, hard soil, platform, concrete, under track (with or without power block), on asphalted road/RCC/Basalt Rock, etc. by micro tunnelling as required for cable laying and described in technical specification. Arrangement of any equipment required for excavation is the responsibility of contractor and cost is included in this item. The Dia and depth of micro tunnelling shall be as per relevant IS or with latest amended/ site conditions for cable laying as per schedule of quantities / or as per direction of site engineer. The price also includes for material required to restored to the original condition track/ road/ platform etc. be after laying the pipes/cables such as back refilling, ramming, removing and disposal of surplus excavate material out of Railways boundaries. The cost of transportation for disposal of excavate material is included in the item. The price shall include the cost of restoring ballast back to original conditions and disposing off the extra earth / muck or working under power /traffic block during night or day. All surfaces / ballast shall be restored to original.

Item no. 7 : RCC NP-4 pipes size 100 / 150 / 200 mm dia. (Each 2.00 Mtr. Long)

The price shall include supply, multiple loading/ unloading , storing, placing, fixing and laying of 100 / 150 / 200 mm diameter 2.0 m long RCC Hume pipe as per latest IS specification with collars jointed with cement mortar and making good the same complete as required. The pipe shall be buried such that top of the pipe shall be 1000 mm below ground level / track formation level. Whenever there is crossing of other cable / roads /tracks/ culvert etc. cables shall be laid in full round RCC pipes through out such length. If cable is supported on wall two half round pipes will be used. Two half round will be considered as one full length pipe for the purpose of payment. Every 2m length pipe shall be suitably supported with two heavy duty clamps / supports GI strip / angle, J hooks, bolts / anchor fastener.

NOTE: Cost of drilling, supply and erection of GI strip/angle, J hooks, bolts GI strip/ angle, J hooks, bolts anchor fastener and heavy duty clamps are included in the cost of erection on flat rate basis wherever required.

After laying of RCC pipe, excavated trench shall be made to the original level similar to the existing road surface. After laying the cables through pipe on the structure, the gap between cables and pipe shall be covered with wooden bushing. The wooden cleats provided on the structure for fixing HT cable shall be painted.

Item no. 8: Cable route markers at 30 M spacing and at bends, ends and joints.

The price shall include supply, placing and grouting of cast iron cable route markers per approved drawing at 30 M spacing at bends, ends with cement concrete foundation as per direction of engineer-in-charge. The cost of preparing cable marker by the contractor is included in the item.

Item no. 9: Copper pipe:

Supply erection testing and commissioning of copper pipe size 1 1/8 & 7/8 of 16 SWG gauge.

Item no. 10: High Ambient & High sensible space maker cooling unit (2+2 TR, 1 PH) Variable set point 43 Deg Ambient

The price shall include cost of Supplying all materials, multiple loading /unloading, storing, handling, installation, testing & commissioning of High Ambient & High sensible space maker cooling unit (2+2 TR , 1 PH) Variable set point 43 Deg Ambient, erection of copper pipe with insulation 5/8 & 3/8 copper pipe 5/8 & 3/8 insulation sliver black, 3 core cable 2.5 Sq. mm copper with flexible cable with normal costing, Erection of 25 mm PVC Drain pipe, fabrication of IDU- ODU Stand with civil work along with commissioning of Kit.

Item no. 11: Panel Boards

The price shall include the cost of Design, fabrication, Supply, multiple loading/unloading, storing, installation, fixing, testing & commissioning of free standing/ wall mounted on painted stand/ frame Panel/ Distribution Boards/ Feeder Pillar/ Timer Panel having approved RCBO/MCCB/MCB mounted on Din rail, ATS, High conductivity copper Bus bars, Neutral Bus bars rated to carry 100% of phase current, 2 nos. of earth terminals, phase separation barriers as per schedule of quantity. Panel fabricator should be ISO certified or having certificate from CPRI for panel built in their works with all testing facilities as per relevant specification. The Internal wiring shall be with PVC insulated unsheathed multi strand copper conductor single core (FRLS) cable of 1.1 kV grade confirming to IS: 694 or latest amended of not less than 2.5 sq.mm size. The connection shall be made with proper size of pin type crimping sockets, glands and knockouts as per requirements and size of cable used, The cost also includes the supply & fixing of suitable Painted MS stand minimum 1 feet above ground level including foundation/ grouting. Design of panel, material and electrical equipment shall be got approved by consignee before supply. Guaranteed Technical Particulars (GTP) and Quality Assurance Plan (QAP) of approved Panel/ ATS/TPN/Distribution Boards shall be submitted for approval before inspection & bulk supply of materials.

Item no. 12 : HDGI Channel, Angles, Flats

The price shall include the cost of Supply, multiple loading/ unloading, storing, installation / erection, testing & commissioning of various sizes HDGI Channel, Angles, Flats as per power supply utility's Specification. The cost includes the nuts,

check nuts, washers necessary hardware etc., for fixing various electrical equipment, Channel, angles.

Channel 100x50x6mm	9.2Kgs/
Channel 75x40x6mm	7.1Kgs/
Angle 50x50x6mm	4.1Kgs/
Flat 50x10mm	4.0Kgs/
Flat 50x6mm	2.5Kgs/
Flat 25x3mm	0.6Kgs/

Item no. 13: Danger Board

The price shall include the cost of Supply, multiple loading/ unloading, storing, Installation / erection, testing & commissioning of Danger Board 11kV/22 KV/33kV along with fixing arrangement including nuts, check nuts, washers necessary hardware etc., as per power supply utility's Specification. Price shall be inclusive of Sales tax, Excise duty, Freight etc. Boards shall require to be installed on a steel structure/Rail post/wall of a building therefore mode of erection shall be as per requirement of the site. Message to be written on all Boards shall be done in 3 languages Marathi, Hindi, English

Item no. 14: 150 Sq mm single core PVC Cu cable

The price shall cover supply, laying, testing and commissioning of 150 Sq.mm single core PVC insulated, PVC sheathed, stranded copper conductor cable , 1100V grade, conforming to IS 694/IS 1554 complete with glands, lugs and termination.

Item no. 15: Kit/brass compression gland & Ring type Cu. Lugs

The price shall cover supply and fixing of heavy-duty compression brass cable gland and copper ring type cable lug suitable for 1C x 150 Sq. mm PVC insulated copper conductor LT cable, complete with brass -check nut, earth tag, PVC shroud, washers and all accessories required for termination.

Item no. 16: Floor panel

The price shall cover supply, erection and commissioning of floor panel suitable for 415V, 3 phase, 4 wire AC supply complete with copper busbar, internal wiring, earthing and accessories as gland plate, danger notice and powder coated painting.

Item no. 17: Emergency panel

The price shall cover transportation, supply, erection of emergency panel fabricated out of CRCA sheet steel, dust and vermin proof, suitable for 415V, 3 phase, 4 wire , 50 Hz AC supply, complete with copper busbars of suitable capacity, interconnections, gland plate, earthing terminals, danger notice plate, powder coated painting and all standard accessories. The price shall cover the cost of all other accessories required for erection and commissioning of the same.

Item no. 18-21: Wiring for circuit/submain wiring along with earth wire

Wiring for circuit/submain wiring along with earth wire with the following sizes i.e. 2x6 sq.mm + 1x6 sq. mm earth wire, 4x6 sq.mm + 2x6 sq. mm earth wire , 2x10 sq.mm + 1x6 sq. mm earth wire , 4x10 sq.mm + 2x6 sq. mm earth wire of PVC insulated unsheathed multi stranded copper conductor, single core cable flame retardant (FRLS) in surface/recessed medium class PVC conduit as required.

Item no. 22: ACSR DOG conductor connection to overhead line

The price shall cover transportation , supply, stringing and tensioning of ACSR DOG conductor to 11/22 kV overhead line with binding, jointing, jumpering. The price shall cover the cost for erection and commissioning of the same.

Item no. 23: Strain hardware -ACSR DOG/WOLF conductor.

The price shall cover transportation, supply, erection, of strain hardware for ACSR DOG/WOLF conductor, required for shifting/dismantling of 22kV transmission line of MSEB at various location in the section. The required material shall be Railway / MSEB's approved make as per site requirement. The price shall also cover the cost of all other accessories required for erection and commissioning the same.

Item no. 24: 22kV pin insulator

The price shall cover transportation, supply, erection, of 11/22/33kv pin insulator including pin and nut bolt, check nuts, etc.

Item no. 25: 22kV/11kV, 45 KN disc insulator

The price shall cover transportation, supply, erection , of 11/22/33kV, 45 KN, disc insulator to from strings for 11/22/33 kV line anchoring. The insulator shall be as per MSEB's approved make only. The price shall also cover the cost of all other accessories required for erection and commissioning of the same.

Item no. 26: Lightning arrester 22kV

The price shall cover transportation supply, erection of lightning arresters 22kV HT supply with mounting arrangement as per MSEB specification. The required lightning arrester for 22kV HT.

Item no. 27: 11/22kV 300/240 Sq.mm XLPE Cable on H pole structures

The price shall cover transportation, supply of materials and raising of 11/22 kV, 240/300 sq mm XLPE cable on H pole structures/mast and erection anchor fastener & parmali cleat of suitable size with bolt & clamping arrangement. The price shall cover supply of parmali cleat (as required for each cable), their fastener, clamps, nut bolt washer etc, for holding the cable.

Item no. 28: Wooden Parmali wooden cleats as per suitable rating

The price shall cover supply and installation of wooden parmali wooden cleats with fasteners as per suitable rating.

Item no. 29: 22kV 3 phase AB switch 200A

The price shall cover transportation, supply, erection of 22kV 3 phase AB switch 200A capacity along with GOD operating assembly inclusive insulator & flexible jumpers. The price shall also cover the cost of all other accessories required for erection and commissioning the same.

Item no. 30: Indoor Touch Proof Cable

The price shall cover transportation, supply of heat shrinkable indoor touch proof type cable suitable for 11/ 22kV, 3 core, 300 sq mm XLPE insulated power cable, complete with stress control tube, anti-tracking tube, sealing materials. The price shall also cover cost of earthing accessories and all necessary materials required for safe and satisfactory termination suitable for indoor application.

Item no. 31 : Diesel generating set

Item no. 31.1 & 31.2: Silent Green Diesel Generator Set

The price shall include the cost of Supply, multiple loading/unloading erection, testing and commissioning of various capacity (125/250 kVA) as per schedule of quantity Silent Green Diesel Generator Set 3 phase 415 volts 50 cycle per second, 1500 RPM, engine complying with the requirements of IS:13018/1990 (reaffirmed 2005) or the latest amended and IS:10000 series or latest amended, directly coupled to Green AC generator set with 12/24 volt batteries of compatible capacity. The alternator shall be self-excited, self-regulated, brushless, meeting the requirement of IS:13364 (Part2) /1992 (reaffirmed 2008) or the latest amended, 3 phase 415 volts 50 cycle and shall be provided with static excitation unit and AMF (Auto Mains Failure) control panel. Alternator insulation shall withstand tropical conditions and including one day fuel tank. DG set shall be designed to meet Exhaust & Sound emission norms as per latest amendment of MOEF/ CPCB-IV/latest. The price also includes the cost of the Diesel Generator Set to be provided in a soundproof and weatherproof enclosure by the manufacturer. Adequate arrangements shall be made for ventilation including openings for inflow of radiator inlet air and discharge of radiator outlet air so as to avoid any hot pockets around the Engine. The cost shall also include enclosure shall have doors for maintenance with specially designed hinges and servicing and lockable handles. The brand/ make should be got approved by MRVC Competent authority/ Engineer before supply. The cost shall also include manufacturer's warranty of 2 years for replacing equipment against any manufacturing defects.

Guaranteed Technical Particulars (GTP) and Quality Assurance Plan (QAP) of approved fixture shall be submitted for approval before inspection & bulk supply of material.

The cost also includes pre-commissioning tests as per technical specification carried out before commissioning of DG sets in presence of OEM representative.

The payment shall be released on submission of Inspection report of inspecting authority as per approved QAP and test reports.

Item no. 32: Auto Change Over Panel (300A)

The price shall include the cost of Supply, transportation, multiple loading/unloading, storing, installation, testing and commissioning of three phase various capacity auto changeover power panel for signalling supply in single phase 25kV AC 50Hz traction system, . General arrangement & scheme to be in line with RDSO specification with latest amendments and as approved by Engineer in charge. The cost shall include all accessories such as fixing clamps, saddles, gland, gland plate, GI nut, bolt, hardware material/painted MS angle, channel/ bracket, lugs, washers, clamps etc. required for fixing/ installation. The brand/ make should be got approved by MRVC Competent authority/ Engineer before supply. Guaranteed Technical Particulars (GTP) and Quality Assurance Plan (QAP) of approved fixture shall be submitted for approval before inspection & bulk supply of material. The cost also includes pre-commissioning tests as per technical specification carried out before commissioning of transformers in presence of OEM representative. The payment shall be released on submission of Inspection report of inspecting authority as per approved QAP and test reports.

Item no. 33: HVLS Fan (20 ft)

The price shall cover cost of supply, loading, transportation and unloading to site, erection, testing and commissioning of single phase, 50 Hz, 230 V, gearless HVLS fan complete with structural support, GI channel, clamp, nut bolts, wiring / cabling, suitable capacity of voltage stabilizer, down rod of suitable length & strength etc. complete with all accessories for fixing arrangement as per site requirements. The price shall also cover the cost of supply, erection and termination of 4 core 6 sq. mm copper PVC armored cable from distribution board to HVLS fan. The cost shall also include manufacturers extended warranty for 2 years after warranty of 3 years for replacing part against any defects from the date of commissioning.

Item no. 34: Air circulator (BLDC) wall mounted 24" sweep fan

The price shall cover the cost of supply, loading, transportation and unloading to site, erection, testing and commissioning of heavy duty 3 blade 24 inch sweep BLDC Air circulator with inbuilt oscillation mechanism, copper Wound BLDC motor, air delivery min. 270 mm, speed 1300-1400 rpm (min), with speed regulator, with protection of over voltage, short circuit & blocked blade protection, with vertical tilting adjustment, SS wire guard/fan guard & fixing arrangement to work on 230±10% Volt, wall/pole mounted type with base plate, GI clamps, nut & bolts complete with connection with existing nearby power supply. The fan shall be confirming to IS 2997/1964 or latest. The cost shall also cover the wiring from existing nearby power supply point to air circulators by 1.5 sq.mm flexible cable of 3 core PVC insulated multistrands copper conductor with suitable size flexible PVC conduit and fixing arrangement as per site condition. Each fan should be provided with 10 A DP MCB with metal enclosure for

individual controls. The air circulator fan shall have the warranty for a period of three years. The contractor shall submit original Guarantee certificates of offered fan from Manufacturers. The contractor shall submit test report from Govt Lab/NABL/ILAC as per IS 2997/1964 with latest amendments.

Item no. 35: Decorative pole with four arm brackets

The price shall cover transportation, supply, installation of 6 meters long decorative platform lighting pole made of hot dip galvanised GI tubular confirming to IS 1239 with base plate FE250 confirming to IS 2062 and four arm bracket arrangement suitable for mounting of LED luminaries, complete with foundation bolts, pole cap, junction box, internal wiring, earthing provision, necessary hardware and accessories manufactured for outdoor lighting application.

Item no. 36: Decorative LED light fitting 150W

The price shall cover transportation, supply, installation of decorative LED light fitting of 150W capacity suitable for 230V AC supply, pressure die cast aluminium housing with high efficiency LED module, toughened glass diffuser, IP65 protection, energy efficient driver with surge protection, suitable for mounting on decorative pole/four arm bracket, complete with all fixing accessories, hardware and wiring connections for outdoor lighting applications. These fixtures are to be installed on decorative four arm bracket pole with all necessary accessories such as angular pipe, clamps, nut, bolts and internal wiring of suitable sizes of copper FRLS wire. The cost shall also include manufacturers extended warranty for 3 years after warranty of 2 years for replacing complete assembly/part against any defects.

Item no. 37: Single Arm Bracket on wall for LED light fitting

The price shall cover transportation, supply, installation and fixing of single arm wall mounting bracket suitable for 150W LED light fitting, fabricated from GI pipe with necessary clamps, base plate, nuts, bolts and anti-corrosive paint/hot dip galvanizing, complete with all fixing accessories for outdoor lighting applications.

Item no. 38: Fibre/PVC /MS junction box

The price shall cover transportation, supply and fixing of weather proof junction box made of fibre/PVC/ Mild Steel(MS) construction, suitable for outdoor electrical installations, complete with hinged cover, gasket, terminal strip, cable entry glands, mounting arrangement, earthing terminal (for MS box), nuts, bolts and all accessories required for safe termination and cable jointing.

Item no. 39: 100 LPH water purifier

The price shall cover transportation, supply, installation and commissioning of 100 LPH capacity water purifier system having Front body SS304 grade & rest in pre coated steel suitable for purification of drinking water, comprising multi-stage filtration with sediment filter, activated carbon filter, RO membrane, UV/UF purification system, SS/PVC storage tank, booster pump, pressure gauges, flow meter, inlet/outlet piping, valves, fittings and all necessary accessories having two outlet Tap.

The cost shall also include manufacturer's warranty of 1 years for replacing complete assembly/part against any defects

Item no. 40: microcellular closed cell elastomeric Nitrile rubber insulation

The price shall cover transportation, supply , installation and commissioning of 25mm thick microcellular closed cell elastomeric nitrile rubber under deck insulation in sheet form for VRF air conditioning system installed in Railway RRI/Relay Room, having closed cell structure with fire retardant, anti-condensation, thermal and acoustic insulation properties, suitable for maintaining controlled temperature and humidity for signalling equipment ,complete with approved adhesive, vapour barrier sealing, aluminium/GI support framework and all fixing accessories.

Item no 41: Controller/Timer panel

The price shall cover cost of supply, loading, transportation and unloading of material at site, erection, fixing, testing and commissioning of AC controller's timer energy saving device, operated on 230 V 50 Hz AC power supply complete with wall mounting (or as per site condition) metal body enclosure. The AC controller device shall be suitable for controlling of 02 nos. 2.0 TR split / window AC unit with temperature based digital LCD Display, delay time, temperature calibration, low temperature alarm, automatic override, 2 nos. 30 Amps heavy duty relay output for ACs load, Auto / Manual facility, potential free contact for high temperature alarm, temperature sensing range (0°C - 55°C), auto programmable and intelligent microcontroller based technology system as per Railway's requirement. The price shall also cover the cost of cabling / wiring from DB to timer by suitable size of cable as per standard and timer to individual AC unit by 3 core 2.5 sq. mm multistrands copper conductor flexible cable with suitable size of PVC conduit / casing capping and fixing arrangement as per site condition.

Item no. 42: 5HP Vacuum pump

Supply, storing, erection, testing and commissioning of 5 HP vacuum pump set suitable for Railway general service applications, consisting of heavy duty rotary type vacuum pump directly coupled with TEFC squirrel cage induction motor suitable for 415V, 3 phase, 50 Hz AC supply, mounted on rigid fabricated MS base frame with anti-vibration pads, complete with suction and discharge manifolds, isolation valves, non-return valve, flexible connection, vacuum gauge, pressure gauge, oil lubrication arrangement, coupling guard, starter/control panel, cabling, earthing and all accessories required for satisfactory operation.

The pump body shall be of close-grained cast-iron construction with dynamically balanced rotating parts, hardened steel shaft and suitable bearings for continuous duty operation. Motor shall be of high efficiency continuous rating with Class-F insulation and IP55 protection.

The complete installation shall include foundation bolts, grouting, alignment, internal wiring, testing and commissioning, suitable for continuous Railway service conditions and conforming to relevant IS/IEC standards.

Item no. 43: Breaking of foundation

The price shall cover breaking of cement concrete foundations up to 200 mm below track formation for dismantling of steel structures or otherwise and clearing the site as per instruction of consignee.

Item no 44:VRF

Supply , Lifting Shifting, Erection, Installation, Testing and Commissioning of 22 HP Outdoor Units of VRF system with Air-cooled condenser suitable for operation at ambient temperature up to 56°C, high pressure Scroll Compressors with hermetic motor, assembled and wired in a single package complete, starting controls, safety controls, operating controls and with full feature microcomputer based controller with programming/diagnosis facility. One/All Compressors shall be inverter type based on manufacturer's technology. The system should deliver rated capacity at ambient up to 43°C DB.

The price shall cover the cost of Supply, unloading, shifting positioning, erection, testing & commissioning of the above fully factory assembled VRF/VRV Outdoor Unit (ODU) compiling minimum Type –IV Standards. The unit shall be complete with the following specifications: M S stands, Vibration Isolator Rubber Pads, Cowl piece for hot air exhaust if required, necessary pressure testing, flushing, vacuuming, refrigerant/oil charging cost should be included in the rate a) 22 HP outdoor units with modular type having vertical hot air discharge. b) Cooling capacity not less than 211200 BTU/Hr c) Hermetically sealed scroll DC inverter driven compressors, both Compressors to be 100% controlled by Inverter Technology. Microprocessor based starter/ control panel with suitable rain protection covers. d) Built in oil separator, accumulator & oil receiver, suitable for longer piping length up to 1000 meter suitable to work on 3 phase 415 volts 50Hz AC supply, complete with necessary R410A Refrigerant Gas Charging as per the site condition for satisfactory operation of entire system, complete with testing for leakages as per OEM Specification / Check list. e) Air cooled condenser coil-Square shaped heat exchanger to increase heat transfer area, high COP & lower power consumption with fan, motor and starter. Air cooled condenser fan motor should be Brushless DC type. Controls comprising of HP / LP cutout, cooling thermostats etc. constructed from powder coated sheet metal housing ODU mounted on Provided MS Powder coated Base frame with anti-vibration mounts as per site condition.

Item no 45: Air High static type Air handling unit

The price shall include the cost of supplying all materials, multiple loading/unloading, storing, handling, installation, testing & commissioning of floor/Ceiling mounted type Air High Static Type Air Handling unit having sheet metal sectionalized cabinet type having inner skin 24(0.6mm) gauge plain sheet and outer skin 24(0.6mm) gauge thick preprinted sheet. AHU double skin 25mm thick construction fabricated from Aluminium extruded section frame structure. Prefilter Section with flange type washable Prefilter of 10-micron EU4 grade. DX type cooling coil section with 4/6 row deep DX coil. Drain pans in SS 304, Blower section with DIDW type blower with

suitable static pressure. Limit Switch & marine light in fan section. complete unit shall be suitable for tonnage of (CFM as per design and Temp & RH to be maintain as per ISHTRAE). (d) 6800 CFM AHU/12TR.

Item no. 46: 1.9 Ton inverter split AC

The price shall include the cost of Supplying all materials, multiple loading/unloading, storing, installation, fixing, testing & commissioning of 1.9 ton Minimum Energy Efficiency Ratio 4.5 inverter technology split air Conditioner of approved make with Copper Coiling, including connecting Copper piping with thermal insulation & insulated drain piping, core cutting & 2.5sq.mm x 3 core multistranded FRLS copper cable for indoor to outdoor & supply cable. The cost also included required length of connecting copper pipe anti corrosion treated with sleeve, drainpipe 3 core copper cable and outdoor condenser 'L' type stand/ painted bracket/cage if required as per site condition with all accessories/ GI nut, bolt, hardware, material required for fixing, HD PVC/ Flexible pipe etc. The cost shall also include manufacturer's warranty of 2 years for replacing part against any defects.

The cost also included supply & erection of the following material: a) 3C X 2.5sq.mm. Copper multistranded FRLS cable- up to10 Meters. b) Suitable size connecting copper pipe anti corrosion treated with sleeve- up to10 Meters c) Drainpipe- up to10 Meters d) Outdoor condenser 'L' type stand/ painted enclosure as per site

Facade lighting

Item no 47:

Supply, installation, testing and commissioning of Linear Pixel Flex Top Bend LED lighting system suitable for façade, architectural and decorative Railway lighting applications, having power consumption 14 W per metre, RGBW programmable colour configuration, cross section size 16 mm × 16 mm, minimum IP67 protection, flexible silicone encapsulated top bend construction suitable for vertical bending applications and operation on 24V DC supply.

The Linear Pixel Flex shall be manufactured using high brightness SMD LEDs mounted on flexible PCB with individually addressable pixel control arrangement compatible with DMX512/programmable lighting controller system for dynamic colour changing, chasing and animation effects. The housing shall be made of UV resistant, flame retardant, anti-yellowing silicone material with fully diffused dot-free illumination suitable for indoor and outdoor installation.

The fixture shall have factory sealed IP67 construction with weatherproof end caps, suitable for continuous outdoor operation . The strip shall be capable of top bending/vertical bending for curved architectural profiles, signage, façade edges and contour lighting applications.

The work shall include suitable constant voltage LED driver/power supply unit, DMX decoder/controller, signal amplifier wherever required, mounting clips/channels, aluminium profile/support arrangement, waterproof connectors, interconnecting FRLS

copper cabling, junction boxes, fixing hardware and all accessories required for complete installation.

Item no 48 anodized rigid profile

Supply of aluminium anodized rigid profile of size 16 mm (W) × 17 mm (H) suitable for mounting/supporting LED strip, pixel flex or architectural lighting fixtures, manufactured from extruded aluminium section with anodized finish for corrosion resistance and heat dissipation, complete with end caps, diffuser/cover wherever required, fixing clips, mounting hardware and all accessories suitable for indoor/outdoor Railway decorative lighting applications.

Item no :49 200W Mean well power supply

Supply of 200 W Mean Well make LED power supply/SMPS suitable for operation on 230V AC input and regulated DC output suitable for LED lighting applications, having high efficiency, overload/short circuit/over voltage protection, aluminium metal enclosure with adequate ventilation, IP rated construction wherever required, complete with terminal connections and mounting arrangement, conforming to relevant IEC/IS standards for Railway decorative and architectural lighting applications.

Item no 50: Spotlight 15W

Supply of Florentina make round LED projector spotlight, 15 W capacity, AC operated suitable for 230V, 50 Hz supply, colour temperature 3000K (Warm White – 830), narrow beam angle 12° (12DRH), suitable for precise architectural highlighting and façade illumination in Railway installations.

The luminaire shall be of robust construction with die-cast aluminium housing with high thermal conductivity for effective heat dissipation, finished with corrosion resistant powder coating suitable for outdoor service conditions. The optical system shall consist of high efficiency LED chip array with precision reflector lens system providing uniform focused beam output with minimal glare. For the 15W Florentina LED projector spotlight (Railway specification), these parameters are typically added as:

Efficacy (Luminous efficacy): ≥ 80 lm/W (minimum as per high quality outdoor LED fittings), CRI (Colour Rendering Index): ≥ 80 and SDCM (Standard Deviation of Colour Matching): ≤ 5, IP-66 ON-OFF with Hood.

Item no 51: 3 pin interconnection

Supply and fixing of 3 pin interconnection/starter cable of 1 metre length suitable for LED lighting fixtures, drivers, controllers and starter/power supply connections, consisting of multi-strand annealed copper conductor with PVC insulation and outer sheath, flexible type, flame retardant and suitable for indoor/outdoor applications.

The cable shall comprise 3 cores of suitable size with colour coded insulation, rated for operation on 230V AC/DC working voltage, having high conductivity copper conductors for low voltage drop and reliable signal/power transmission. Outer sheath shall be UV resistant, moisture resistant and suitable for continuous service conditions.

The cable shall be complete with factory fitted moulded/waterproof connectors at both ends suitable for quick plug-in connection with LED drivers/controllers/lighting fixtures. Connector housing shall be made of fire-retardant engineering plastic with nickel plated/brass contacts ensuring secure electrical continuity and protection against loose contact.

Item no 52: Main controller:

Supply, installation, testing and commissioning of main lighting/controller unit suitable for control and synchronization of RGB/RGBW façade, architectural and decorative lighting system in Railway applications, complete with programmable master controller, DMX512/Art-Net signal processing unit, Ethernet/USB communication interface, memory storage, synchronization module, output drivers and control software for dynamic lighting effects, colour changing, dimming, chasing and animation control.

The controller shall be housed in heavy gauge powder coated CRCA sheet steel/aluminium enclosure with dust and vermin proof construction suitable for indoor installation. The unit shall comprise industrial grade PCB with microprocessor-based architecture, short circuit and overload protection, auto reset function, surge protection and status indication LEDs.

The controller shall support multiple programmable zones/universes and shall be compatible with linear pixel flex, LED façade lighting, spot lights, wall washers and DMX addressable fixtures .

The unit shall operate on 230V AC input supply with suitable SMPS/power supply arrangement and shall include terminal connectors, communication ports, signal isolators, mounting accessories, internal wiring and all hardware required for complete installation.

Item no 53: Port sub controller

Supply of 8 port sub controller shall be microprocessor based industrial grade unit capable of controlling minimum 8 independent output ports/universes for operation of linear pixel flex, LED pixel modules, wall washers, spot lights and other programmable lighting fixtures. The controller shall support dynamic lighting effects such as dimming, colour changing, chasing, animation and synchronized scene operation.

The housing/enclosure shall be fabricated from heavy gauge powder coated CRCA sheet steel/aluminium with dust and vermin proof construction suitable for indoor panel mounting/wall mounting applications. Enclosure shall be provided with ventilation arrangement, DIN rail/base mounting provision, cable entry arrangement, terminal connectors and locking arrangement wherever required.

The internal circuitry shall consist of industrial grade PCB with high speed processor, signal amplification circuitry, communication module, memory storage, input/output isolation and auto addressing capability. The controller shall include communication interfaces such as Ethernet/RJ45/RS485/USB as applicable for integration with main lighting controller and centralized lighting management system.

Each output port shall be protected against short circuit, overload and surge conditions with status indication LEDs for power, signal and fault monitoring. The unit shall

support stable high speed data transmission with minimum signal loss over long distance Railway façade lighting networks.

The controller shall operate on 230V AC input supply through inbuilt/external SMPS power supply arrangement and shall include power terminals, earthing terminal, fuse/MCB protection and all internal wiring required for safe operation.

Item no 54: 4 Channel DMX Splitter

Supply, installation, testing and commissioning of 4-channel DMX splitter suitable for DMX-512 lighting control system, having 1 No. DMX input and 4 Nos. optically isolated DMX outputs with signal regeneration, amplification and distribution facility, complete with industrial-grade FR4 PCB, RS-485 communication interface, high-speed opto-isolation, inbuilt SMPS power supply, surge and short-circuit protection, LED status indications, 3-pin/5-pin XLR connectors, galvanic isolation between input and outputs, powder-coated CRCA/metallic enclosure, mounting accessories, internal FRLS copper wiring, earthing, hardware and all necessary accessories as required for complete installation and satisfactory operation. Suitable for operation on 230V AC, 50Hz supply.

Item no 55 XLR Connector-Male:

Supply, installation, testing and commissioning of XLR male (M) connector suitable for DMX-512 and professional audio signal applications, comprising rugged die-cast zinc alloy/metallic housing with nickel-plated or powder-coated surface finish for mechanical strength, corrosion resistance and long service life. The connector shall consist of precision-machined protruding male pins made of high-conductivity brass/phosphor bronze material with nickel or gold plating ensuring excellent electrical conductivity, low signal loss and reliable contact performance. The internal insulation assembly shall be made from flame-retardant high-impact thermoplastic material with accurate pin positioning and high dielectric strength. Connector shall be available in 3-pin or 5-pin configuration suitable for balanced data transmission systems. The assembly shall include cable clamping arrangement, strain relief mechanism, rubber gland, locking system and shield continuity provision for secure cable retention and protection against mechanical stress. The connector shall be suitable for solder/crimp type terminations and compatible with standard shielded DMX communication cable. Complete with internal FRLS copper wiring, ferruling, mounting hardware, testing and commissioning for satisfactory performance

Item no 56 XLR Connector- Female:

Supply, installation, testing and commissioning of XLR female (F) connector suitable for DMX-512 and professional audio signal applications, comprising heavy-duty die-cast zinc alloy/metallic body with corrosion-resistant nickel or black powder-coated finish, designed for rugged industrial and stage lighting applications. The connector shall consist of recessed female socket contacts made of high-conductivity phosphor bronze/brass material with nickel or gold plating for low contact resistance, reliable signal transmission and corrosion protection. The insulating carrier shall be manufactured from high-grade flame-retardant thermoplastic material providing

excellent dielectric strength and mechanical durability. Connector shall be provided with 3-pin or 5-pin configuration as per DMX standard, complete with precision-moulded contact alignment arrangement, cable strain relief clamp, rubber bush, locking latch mechanism and shield termination facility for secure and vibration-resistant connection. The connector shall support solder/crimp type cable termination and shall be compatible with shielded twisted pair DMX cable. Complete with internal FRLS insulated copper termination, ferruling, mounting accessories, testing and commissioning for proper operation.

Item no .57 Programming charges

The price shall include for configuration, addressing, integration, scene setting, scheduling, DMX mapping, functional testing and complete operation of lighting/control system, including software setup, controller programming, system synchronization, trial run and all necessary tools, accessories and technical support as required for satisfactory performance/output.

Item no. 58-60: Supply of various sizes of 1.1 kV grade Copper flexible cables

The price shall include the cost of Supplying, multiple loading / unloading, storing of various sizes 1.1 kV grade ISI marked FR-LSH insulated flexible copper cables as per IS 694 or the latest amended. The cable should confirm to latest amended IS specification. The price shall also include all testing stated in the relevant specification. Different category of cable (C1-C2) shall be provided as per their applicability to the environment description given in the Standard IS: 7098.

Item no 61: DMX cable

Supply, installation, testing and commissioning of Belden 9842 DMX communication cable comprising 2 pair shielded twisted pair stranded tinned copper conductors with polyethylene/PVC insulation, overall aluminium foil/polyester shield with tinned copper drain wire, FRLS/PVC outer sheath, suitable for RS-485 and DMX-512 signal transmission applications, complete with laying, dressing, termination, ferruling, testing and all necessary accessories for reliable and interference-free communication performance.

Item no 62: PVC conduit

Supply, installation, testing and commissioning of 25 mm PVC conduit pipe made of heavy-duty rigid PVC, FRLS, moisture and corrosion resistant, suitable for cable routing and wiring protection applications, complete with bends, couplers, junction boxes, saddles, inspection boxes, adaptors, bushings, clamps, fixing hardware and all necessary accessories, including laying, fixing, testing and commissioning for complete installation and satisfactory operation.

Item no 63: Flexible pipe

Supply, installation, testing and commissioning of 25 mm / 32 mm flexible conduit pipe made of heavy-duty PVC material, flame-retardant, moisture and corrosion

resistant, suitable for cable protection and wiring applications, complete with laying, bending, saddles, couplers, bends, junction accessories, fixing hardware, testing and all necessary materials for complete installation and satisfactory operation.

Item no. 64: Distribution Box as per site requirements.

The price shall include the cost of Design, fabrication, Supply, multiple loading/unloading, storing, installation, fixing, testing & commissioning of free standing/ wall mounted on painted stand/ frame Distribution Boards having approved RCBO/MCCB/MCB mounted on Din rail, ATS, High conductivity copper Bus bars, Neutral Bus bars rated to carry 100% of phase current, 2 nos. of earth terminals, phase separation barriers as per schedule of quantity. Panel fabricator should be ISO certified or having certificate from CPRI for panel built in their works with all testing facilities as per relevant specification. The Internal wiring shall be with PVC insulated unsheathed multi strand copper conductor single core (FRLS) cable of 1.1 kV grade confirming to IS: 694 or latest amended of not less than 2.5 sq.mm size. The connection shall be made with proper size of pin type crimping sockets, glands and knockouts as per requirements and size of cable used, the cost also includes the supply & fixing of suitable Painted MS stand minimum 1 feet above ground level including foundation/grouting. Design of panel, material and electrical equipment shall be got approved by consignee before supply. Guaranteed Technical Particulars (GTP) and Quality Assurance Plan (QAP) of approved Distribution Boards shall be submitted for approval before inspection & bulk supply of material.

Item no. 65: Façade Panel

Supply, installation, testing and commissioning of façade lighting control panel made of heavy-duty CRCA sheet steel, outdoor type, floor mounted, free standing, totally enclosed, extensible and air insulated construction, suitable for operation on 415V, 3-phase, 50Hz AC supply, fabricated from minimum 1.6/2.0 mm thick CRCA sheet with rigid welded construction and weather-resistant powder-coated finish. The panel shall be dust, moisture and vermin proof with gasketed doors, canopy, locking arrangement and adequate ventilation. The panel shall comprise copper busbars with heat shrink insulation, MCCB/MCB incomer and outgoing feeders, contactors, relays, timers/controllers, neutral link, earth bar, terminal blocks, LED indications, selector switches and complete internal FRLS copper wiring with ferruled terminations. Panel shall include removable gland plates, cable alleys, base frame/channel, earthing arrangement and all mounting accessories suitable for outdoor façade lighting applications, complete with testing and commissioning for satisfactory operation

Item no 66: weather proof junction box

Supply, installation, testing and commissioning of weatherproof junction box made of heavy-duty FRP/Polycarbonate/CRCA sheet steel construction with IP65/IP66 protection, suitable for outdoor electrical.

Item no 67: Earthing wire

Supply, installation, testing and commissioning of 1C x 4 sq.mm earthing wire comprising multi-strand annealed high-conductivity copper conductor with green PVC/FRLS insulation, suitable for grounding and bonding applications, complete with laying, dressing, termination, lugs, ferruling, saddles, clamps, hardware, testing and all necessary accessories for complete earthing installation and satisfactory operation.

Item no 68: Protective cage

Supply, installation, testing and commissioning of protective cage for spotlights fabricated from heavy-duty GI wire mesh and steel frame construction with powder-coated/hot dip galvanized corrosion-resistant finish, suitable for protection of spotlights against mechanical damage, vandalism and accidental impact. The cage shall be designed with adequate ventilation for heat dissipation and provision for easy maintenance and fixture accessibility, complete with mounting brackets, clamps, nuts, bolts, fastening hardware and all necessary accessories for secure installation and satisfactory operation.

Item no. 69: Man lifter

Provision of gondola/man lifter suitable for façade lighting and maintenance works, comprising motorized/manual suspended platform/aerial lifting arrangement with high-strength steel/aluminium working platform, safety harness attachment points, wire rope suspension system, control panel, emergency stop facility, overload protection, braking system and all necessary safety devices. The equipment shall be suitable for safe lifting of manpower, tools and materials for installation and maintenance activities at height, complete with operating accessories, testing, certification and commissioning as required.

Item no. 70: 200 Watts LED High Bay light luminaries.

The price shall cover cost of supply, loading, transportation and unloading to site, erection, testing and commissioning of 200 Watt LED High bay light fitting with high lumen LED, secondary lens optics, IP65, IK06, efficacy 120 lm/W including suitable potted constant current driver with built in surge protection internal 4kV and external 4kV, under voltage, short circuit, reverses polarity, over temperature protection. The housing shall be made of powder coated pressure die cast aluminium with heat resistant protective complete with all accessories with I-bolt, GI bracket/clamp made of min. 3mm thick GI strip, stainless steel hardware like screw, washer, nut bolts etc. as per site condition. Luminaire shall have name of the manufacturer embossed on the luminaire. The cost shall also cover the wiring from ceiling rose / junction box / overhead wire to luminaries by 1.5 sq.mm cable of 3 core PVC insulated multistrands copper conductor with suitable size of flexible heavy duty PVC conduit with PVC gland and fixing arrangement with SS hardware i.e. clamps, brackets, nut-bolts etc.

Item no. 71: LED signange board.

Design, manufacture, Supply, Erection & Installation of wall/ hanging/ floor mounting/ pole mounting type LED illuminated sign/direction boards in Openable full parabolic (E3 & E5), Openable half parabolic (E4), full elliptical (E1), half elliptical (E2), four sided elliptical (E6) shape as per specific station requirement (as per "Signages at CSMT & "Guidelines on Standard Signages at Stations on Indian Railways, 2023 or latest"). The LED glow sign beard shall have uniform illumination with 4-6 W/ sq. ft and with brightness more than ambient light, average 1400 lux on white display sheet surface. The text / graphics matter visibility shall be 360° for Four-Sided Cubical Elliptical & not less than 160° for other types. The frame structure shall be anodised extruded aluminium profiles. Hollow aluminium anodised extruded extendable heat sink having 3 internal fins per side and dovetailed flat corners, with LED ribbon lights, shall be centrally push fitted on moulded nylon brackets designed to hold it at 0° and 45° orientations, to emit light in 360° with multiple reflection. The display sheet shall be high impact resistant Optical Bright Opal White UV protected polycarbonate sheet of 1.8mm to 3mm thickness with 40% -60% translucency. The approved colour text/graphics matter shall be printed/plotter cut on translucent polymeric calendared vinyl of 80-micron thickness and shall be firmly pasted on display sheets. The signage shall have the integral adjustable mounting arrangements with sturdy structural frame. ACP cover on the back side for half parabolic and half elliptical signage. Moulded UV protected polycarbonate end caps of minimum 2 mm wall thickness for size up to 24" and SS 1.2 mm thick end caps for sizes above 24" shall be provided. Mandatory Signage (Toilets & Drinking Water) shall be manufactured using hidden fitting and equipped with Cue Beam

Item no 72: Earth tester:**Scope**

- Supply installation & Commissioning of Digital Earth Tester
- Resistance using auxiliary electrodes,
- Earth resistance using auxiliary electrodes and clamp (for measurements of multiple earth pit
- Resistance measurement using two clamp method
- Ground resistivity (Wenner method),
- Measurement of continuity of equipotential bondings and protective conductors (Meeting the requirements of IEC 60364-6-61:2000 section 6.12.2) with auto-zero function-

Additionally:

- Measurement of resistance of auxiliary electrodes,
- Measurement of interference voltage,
- Measurement of interference frequency,
- Measurement in the presence of interference voltage in power network with frequency 50Hz
- Selection of maximum measuring voltage (25 V and 50 V)
- Introducing the distance between the electrodes for the resistivity in meters (m).

- Memory of 100 measurements
- Calibration of clamp used,
- Real time clock (RTC),
- Data transmission to the computer (USB, wireless),
- Indication of battery state.

Electric security:

- Type of insulation: double, according to EN 61010-1 and IEC 61557
- Measurement category: CAT IV 300 V acc. to EN 61010-1
- Protection class acc. to EN 60529: IP54

Rated operational conditions:

- Operation temperature: -10...+50°C
- Storage temperature: -20...+70°C
- Humidity: 20...80%

Other technical data:

- LCD display: Graphic, back lighted
- Interface: USB, wireless
- Number of measurements carried out of set of batteries: > 500
- Measurement of interference voltage up to 100Volt
- signaling overvoltage 24 V or 40 V rms
- measurement for DC and AC 45...65 Hz,
- Measurement of earth resistance (method 3-and 4-pole)
- Measurement range to IEC61557-5:0, 30 0... 19, 9 K Ω
- Measurement current: under short circuit >200 mA,
- Voltage on open terminals: selectable <25 V AC or <50 V AC,
- Frequency of measurement current: 125 (for networks 50 Hz) or 150 Hz (for 60 Hz),
- Measurement of ground resistivity on display.
- Protection Class IP 54
- Measurement category CAT IV 300V acc. to EN 61010-1

Item no. 73: LT 4 way feeder pillar.

Supply, installation, testing and commissioning of LT 4-way feeder pillar fabricated from heavy-duty CRCA sheet steel with outdoor type, floor-mounted, free-standing, totally enclosed, dust and vermin-proof construction having weather-resistant powder-coated finish, suitable for operation on 415V, 3-phase, 50Hz AC supply. The feeder pillar shall be provided with 630A TPN MCCB incomer with adjustable thermal magnetic protection and 3 Nos. 400A HRC fuse base and kit kat fuses, outgoing feeders complete with copper busbar arrangement, neutral link, earth bar, cable alley, removable gland plate, hinged lockable doors, internal FRLS copper wiring, danger notice plate, insulation shrouding, mounting hardware and earthing arrangement. Complete with all accessories, testing and commissioning for satisfactory operation.

Item no 74: Monoblock pump set

Supply, installation, testing and commissioning of 2-stage 10 HP monoblock pump set comprising close-coupled centrifugal pump and TEFC squirrel cage induction motor

mounted on common shaft, suitable for continuous duty operation on 415V, 3-phase, 50Hz AC supply. The pump casing and impeller shall be made of graded cast iron/bronze with stainless steel shaft, antifriction bearings and mechanical seal arrangement for efficient and leak-proof performance. The pump set shall be complete with rigid MS fabricated base frame, PCC/foundation arrangement, anti-vibration pads, coupling, foundation bolts, suction and delivery connections, valves, pressure gauge, internal wiring, earthing and all necessary accessories required for complete installation, testing and satisfactory operation.

Item no: 75: FASD starter:

Supply, installation, testing and commissioning of FASD starter panel board suitable for 10 HP pump set, fabricated from heavy-duty CRCA sheet steel with powder-coated finish, dust and vermin-proof construction, suitable for operation on 415V, 3-phase, 50Hz AC supply. The panel shall comprise DOL/Star-Delta starter arrangement with MCCB/MCB incomer, contactors, thermal overload relay, single phasing preventer, auto/manual selector switch, push buttons, indication lamps, control transformer, timer, terminal blocks, copper busbars, neutral link and earth bar complete with internal FRLS copper wiring, cable termination arrangement, gland plate, earthing and all necessary control and protection accessories for safe starting, operation and protection of 10 HP pump motor, complete with testing and commissioning for satisfactory performance.

Safety, Health and Environmental requirements

Please refer Volume II.

Section 6:
General Conditions of Contract
(GCC)



Government of India
Ministry Of Railways
(Railway Board)

**Indian Railways
Standard
General Conditions of Contract**

GCC April 2022

(Updated up to ACS-10 Date 04.03.2025)

New Delhi

Engineering Department



भारत सरकार Government of India
रेल मंत्रालय Ministry of Railways
(रेलवे बोर्ड Railway Board)



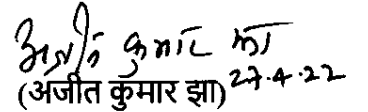
No.2022/CE-I/CT/GCC-2022/POLICY

New Delhi, Dated 27.04.2022

As per list attached

Sub:- Indian Railways Standard General Conditions of Contract, April-2022

1. Railway Board had issued Indian Railways Standard General Conditions of Contract, July 2020 vide letter No. 2020/CE-I/CT/3E/GCC/Policy, dated 16.07.2020.
2. On receipt of a number of suggestions from Railways, the latest version of Indian Railways Standard General Conditions of contract (GCC), issued on 16.07.2020, was examined and reviewed to expedite finalization of tenders and execution of works.
3. Board (MI, MF) has approved new Indian Railways Standard General Conditions of Contract, April 2022 (GCC, April 2022).
4. The GCC, April 2022 has been uploaded on Railway Board's website. It may be accessed through the path: www.indianrailways.gov.in/railwayboard >> "About Indian Railways" >> "Railway Board Directorates" >> "Civil Engineering" >> "IR General Conditions of Contracts" >> IR General Condition of Contracts- 2022.
5. The GCC, April 2022 shall be applicable to works contracts on Indian Railways with prospective effect.
6. This issues with the concurrence of Finance Directorate of Ministry of Railways.


(अजीत कुमार झा) 27.4.22

कार्यपालक निदेशक/सिविल इंजी.(जी)/रेलवे बोर्ड
[Phone: 030-44803: Rly: 011-23383379:MTNL]
e-mail address : edceg2022@gmail.com

No.2022/CE-I/CT/GCC-2022/POLICY

New Delhi, Dated 27.04.2022

Copy forwarded for information to:

1. The PFAs, All Indian Railways.
2. Dy. Comptroller and Auditor General of India (Railways), Room No. 224, Rail Bhawan, New Delhi



For Member Finance

LIST FOR DISTRIBUTION (No.2022/CE-I/CT/GCC-2022/POLICY, Dated 27.04.2022)

1. General Managers, All Indian Railways & Production Units
2. General Manager (Con), N.F. Railway, Guwahati
3. General Manager /CORE, Allahabad.
4. Chief Administrative Officers (Con), All Indian Railways (Except N.F. Railway)
5. Principal Chief Engineers, All Indian Railways
6. PFAs, All Indian Railways
7. THE Deputy Controller & Auditor General of India (Railways), Room No. 224, Rail Bhawan, New Delhi

(A)

1. CAO, COFMOW, Tilak Bridge, New Delhi
2. Principal CAO, Diesel Loco Modernization Works, Patiala (Punjab)
3. CAO (Workshop Projects), Chamber Bhawan, Judge's Court Road, Anta Ghat, Patna-800001, Bihar

(B)

1. Director General, RDSO, Manak Nagar, Lucknow
2. Director General, NAIR, Vadodara
3. Director, IRICEN, Pune - 411 001 (Maharashtra)
4. Director, IRIEEN, PB No.-233, Nasik Road-422101 (Maharashtra)
5. Director, IRISSET, Taa Naka Road, Lalla Guda, Secunderabad-500017
6. Director, IRIMEE, Jamalpur Distt-Jamalpur, PIN-811214 (Bihar).
7. Director, IRITM, Sarswati Residential Estate, IRITM Campus, Manak Nagar, Lucknow

(C)

1. MD, CONCOR, Concor Bhawan, C-3, Mathura Road, Opp. Apollo Hospital, New Delhi- 110076.
2. IRCON International Limited, C-4, District Centre, Saket, New Delhi- 110017
3. MD, RITES Ltd., RITES Bhawan, Plot No.1, Sector-29, Gurgaon.
4. CMD, RVNL, August Kranti Bhawan, Plot No.25, 1st Floor, Bhikaji Cama Place, New Delhi.
5. MD, MRVC Ltd., Churchgate Station Bldg, Mumbai- 400020
6. CMD, KONKAN Railway Corporation Ltd, Rail Bhawan, New Delhi-110001.
7. MD, DFCCIL, 5th Floor, Pragati Maidan Metro Station Building Complex, New Delhi-110001
8. MD, RLDA, Near Safdarjung Railway Station, Moti Bagh, Phase-I, New Delhi- 110021
9. MD, CRIS, Chanakyapur, New Delhi.
10. CMD, RailTel Corporation of India Ltd. Plot No. 143, Institutional Area, Sector-44, Gurgaon - 122003.
11. CME, IROAF, 12th Floor, Core-1, Scope Minar, Distt. Centre, Laxmi Nagar, Delhi- 110092
12. Managing Director, IRFC Limited, UG Floor, East Tower, NBCC Place, Bhisham Pitamah Marg, Lodhi Road, Pragati Vihar, New Delhi.
13. CMD, IRCTC Ltd., B-148, 11th Floor, Statesman House, Barakhamba Road, New Delhi 110001
14. CMD, Braithwaite & Co. limited, 5 Hide Road Kolkata 700043.

Copy to:

(A)

1. General Secretary, IRCA, DRM Office, New Delhi.
2. General Secretary, AIRF, Rail Bhawan, New Delhi
3. General Secretary, NFIR, Rail Bhawan, New Delhi
4. General Secretary, IRPOF, Rail Bhawan, New Delhi
5. General Secretary, FROA, Rail Bhawan, New Delhi
6. General Secretary, AIRPA, Rail Bhawan, New Delhi
7. General Secretary, AISC & STREA, Rail Bhawan, New Delhi
8. The Secretary, RBSS, Group (A) Offices Association, Rail Bhawan
9. The Secretary, RBSS, Group (B) Offices Association, Rail Bhawan
10. General Secretary, RBSSS Association, Rail Bhawan
11. The Secretary, RBMSA, Rail Bhawan
12. The Secretary, Railway, Group (D) Employees Association, Rail Bhawan

(B)

1. Concerned PSO for kind information of Chairman cum CEO, M/Infra, M/T&RS M/O&BD, M/Finance, Railway Board
2. Chief Vigilance Officers, All Indian Railways.
3. DG(RHS), DG(RPF), AM(CE), AM(Works), AM(B), AM(Elec.), AM(RS), AM(ME), AM/Tele, AM/C&IS, AM/Sig., AM(Plg.), PED(B&S), PED(Vigilance), PEDCE(P), EDCE(G), EDTK(M&MC), EDCE(B&S), EDF(X)-I, EDF(X)-II, ED(Works), EDW(Plg.), ED/Project(Mon.), ED(L&A), ED(PSU), EDVE, ED(Safety), ED(Sig. Dev.), ED(Tele), EDRS(G), EDRE, EDEE(G), EDFE, EDE(N), ED(Accounts), ED/T&MPP, EDME(Chg.), EDME(Frt.), ED/Plg., JS(conf), JS(P), JS(G), JS(D), Vigilance-III, Vig(Conf) of Railway Board.

Indian Railways

STANDARD GENERAL CONDITIONS OF CONTRACT I N D E X

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PART I

Instructions to Tenderers (ITT)

PART I

Instructions to Tenderers (ITT)

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.

CREDENTIALS OF CONTRACTORS

2. Application for Registration and Approved list of contractors:

2.1 Works of construction and of supply of material shall be entrusted for execution to contractors whose capabilities and financial status have been investigated and approved to the satisfaction of the Railway. A list of approved contractors may also be maintained by the Railway. The said list be revised periodically once in a year or so by giving wide publicity through advertisements etc. For registration, the contractor including a contractor who is already on the approved list shall apply to the concerned General Manager (Construction) / Chief Administrative Officer (Construction) / Principal Chief Engineer / Principal Chief Signal & Telecommunication Engineer / Principal Chief Mechanical Engineer / Principal Chief Electrical Engineer/ Divisional Railway Manager, furnishing particulars regarding:

(a) his position as an independent contractor specifying engineering organization available with details of partners / staff / engineers employed with qualifications and experience;

(b) his capacity to undertake and carry out works satisfactorily as vouched for by a responsible official or firm; details about the transport equipments, construction tools and plants etc. required for the work, maintained by him;

(c) his previous experience of works similar to that to be contracted for, in proof of which original certificates or testimonials may be called for and their genuineness verified, if needs be, by reference to the signatories thereof;

(d) his knowledge from actual personal investigation of the resources of the area/zone or zones in which he offers to work;

(e) his ability to supervise the work personally or by competent and duly authorized agent;

(f) his financial position;

2.2 An applicant shall clearly state the categories of works and the area/zone/division(s)/district(s) in which he desires registration in the list of approved contractors.

2.3 The selection of contractors for enlistment in the approved list would be done by a committee for different value of slabs as notified by Railway.

2.4 An annual fee as prescribed by the Railway from time to time would be charged from such approved contractors to cover the cost of sending notices to them and clerkage for tenders etc. Notices shall be sent to them on registered e-mail address and registered postal address.

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 endeavour 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 90 days beyond the bid validity period.
- (3) **In case, submission of Bid Security in the form of Bank Guarantee, following shall be ensured:**
- i. A scanned copy of the Bank Guarantee shall be uploaded on e-Procurement Portal (IREPS) while applying to the tender.
 - ii. The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document ~~within 5 working days of deadline of submission~~ **before closing date for submission** of bids **(i.e. excluding the last date of submission of bids).**
- ACS No.2 Dt.13-12-2022ACS No.5 Dt.20-10-2023
- iii. Non submission of scanned copy of Bank Guarantee with the bid on e-tendering portal (IREPS) and/or non submission of original Bank Guarantee within the specified period shall lead to summary rejection of bid.
 - iv. The Tender Security shall remain valid for a period of 90 days beyond the validity period for the Tender.

- v. The details of the BG, physically submitted should match with the details available in the scanned copy and the data entered during bid submission time, failing which the bid will be rejected
- vi. The Bank Guarantee shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification “**Bid for the ***** Project**” and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of the envelope.
- vii. The envelope shall be addressed to the officer and address as mentioned in the tender document.
- viii. If the envelope is not sealed and marked as instructed above, the Railway assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

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.

(a) (v) contractor shall be liable to pay/refund the amount collected as GST to the Indian Railways along with interest and penalties, if any imposed by the authorities, in case GST input tax credit of Indian Railways is denied/rejected by the tax authorities due to reasons mentioned below but not limited to:

Wrong/incorrect invoices issued by contractor;

No-filing of GST returns;

Non-payment of GST collected from Indian Railways to the authorities;

Any other non-compliance done by contractor;

General Indemnity: Contractor hereby agrees to indemnify and hold harmless the Indian railways from and against any and all losses, including loss on account of Input Tax credit and all losses incurred by the Indian Railways relating to or arising out of or in connection with any actual or threatened claim, legal action, proceedings, prosecution or inquiry by or against the Indian railways arising out, directly or indirectly, of failure by the contractor to comply with the provisions of GST and related laws, or based upon or arising from any failure by the contractor.

Retention Money: Any payment liable to be paid by Indian Railways to contractor against the goods or services or both supplied by such contractor to Indian railways shall be kept on hold in case supplier makes any non-compliance of any of the GST law provisions including non-reporting of invoices in GST returns. Such payment shall be released after proper verification of records and availability of ITC to Indian Railways as per provisions of GST law.

New Para as per ACS No. 6 Dt. 21.12.2023.

- (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.

6.1 The tenderers shall submit a copy of certificate stating that all their statements/documents submitted along with bid are true and factual. Standard format of certificate to be submitted by the bidder is enclosed as **Annexure-V**. **In addition to Annexure-V, in case of other than Company/Proprietary firm, Annexure V-(A) shall also be submitted by the each member of a Partnership Firm/Joint venture (JV)/ Hindu Undivided Family (HUF)/ Limited Liability Partnership (LLP) etc. as the case may be.** Non submission of above certificate by the bidder shall result in **summarily** rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested/digitally signed by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document.

ACS No. 2 of 13.12.2022

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

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.

_____ RAILWAY
TENDER FORM (First Sheet)

Tender No. _____

Name of Work _____

To

The President of India

Acting through the _____ Railway

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 with and hence required to deposit only 50% of Bid Security.

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

Signature of Witnesses:

(1) _____

Signature of Tenderer(s)

(2) _____

Date _____

Address of the Tenderer(s)

ACS -7 dated 25.09.2024

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:

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

- (i) Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, or
- (ii) Two similar works each costing not less than the amount equal to 40% of advertised value of the tender, or
- (iii) One similar work costing not less than the amount equal to 60% of advertised value of the tender.

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

- (i) Three similar works each costing not less than the amount equal to 30% of advertised value of each component of tender, or
- (ii) Two similar works each costing not less than the amount equal to 40% of advertised value of each component of tender, or
- (iii) One similar work each costing not less than the amount equal to 60% of advertised value of each component of tender.

Note for b(1): Separate completed works of minimum required values shall also be considered for fulfillment of technical eligibility criteria for different components.

(b)(2) In such cases, what constitutes a component in a composite work shall be clearly pre-defined with estimated tender cost of it, as part of the tender documents without any ambiguity.

(b)(3) To evaluate the technical eligibility of tenderer, only components of work as stipulated in tender documents for evaluation of technical eligibility, shall be considered. The scope of work covered in other remaining components shall be either executed by tenderer himself if he has work experience as mentioned in clause 7 of the Standard General Conditions of Contractor through subcontractor fulfilling the requirements as per clause 7 of the Standard General Conditions of Contract or jointly i.e., partly himself and remaining through subcontractor, with prior approval of Chief Engineer in writing.

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

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

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

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

Note for Item 10.1:

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

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

10.2. Financial Eligibility Criteria: The tenderer must have minimum average annual contractual turnover of $1.5 \frac{V}{N}$ crores; **V/N or 'V' whichever is less;** where

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V= Advertised value of the tender in crores of Rupees

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

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

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

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.

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

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

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

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

1. *Substantially Completed Work means an ongoing work in which payment equal to or more than 90% of the present contract value (excluding the payment made for adjustment of Price variation (PVC), if any) has been made to the contractor in that ongoing contract and no proceedings of termination of contract on Contractor's default has been initiated. The credential certificate in this regard should have been issued not prior to 60 days of date of invitation of present tender.*
2. *In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfillment of credentials.*
3. *If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfillment of credentials*
4. *In case of completed work, the value of final bill (gross amount) including the PVC amount (if paid) shall be considered as the completion cost of work. In case final bill is pending, only the total gross amount already paid including the PVC amount (if paid) shall be considered as the completion cost of work.*
In case of substantially completed work, the total gross amount already paid including the PVC amount (if paid), as mentioned in the certificate, shall be considered as the cost of substantially completed work.
5. *If a bidder has successfully completed a work as subcontractor and the work experience certificate has been issued for such work to the subcontractor by a Govt. Organization or public listed company as defined in Note for Item 10.1 Para 10 of the Tender Form (Second Sheet), the same shall be considered for the purpose of fulfillment of credentials.*
6. *In case a work is considered similar in nature for fulfillment of technical credentials, the overall cost including the PVC amount (if paid) of that completed work or substantially completed work, shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.*
7. *In case of newly formed partnership firm, the credentials of individual partners from previous propriety firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution / split and their share in newly formed partnership firm. For example, a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of $0.3 \times 0.2 \times \text{value of the work done in the previous entity}$. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.*
8. *In case of existing partnership firm, if any one or more partners quit the partnership firm, the credentials of remaining partnership firm shall be re-worked out i.e., the quitting partner(s) shall*

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

9. *In case of existing partnership firm if any new partner(s) joins the firm without any modification in the name and PAN/TAN no. of the firm, the credentials of partnership firm shall get enhanced to the extent of credentials of newly added partner(s) on the same principles as mentioned in item 6 above. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deeds, dissolution/splitting deeds and proof of surrender of PAN No.(s) in case of dissolution of partnership firm etc.*
10. *Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., In a partnership firm of A&B partners, A or B partner cannot use credentials of partnership firm of A&B partners in any other partnership firm or propriety firm without leaving partnership firm of A&B partners.*
11. *In case a partner in a partnership firm is replaced due to succession as per succession law, the proportion of credentials of the previous partner will be passed on to the successor.*
12. *If the percentage share among partners of a partnership firm is changed, but the partners remain the same, the credentials of the firm before such modification in the share will continue to be considered for the firm as it is without any change in their value. Further, in case a partner of partnership firm retires without taking away any credentials from the firm, the credentials of partnership firm shall remain the same as it is without any change in their value.*
13. *In a partnership firm "AB" of A&B partners, in case A also works as propriety firm "P" or partner in some other partnership firm "AX", credentials of A in propriety firm "P" or in other partnership firm "AX" earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB.*
14. *In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm.*
15. *In case company A is merged with company B, then company B would get the credentials of company A also.]*

11. Tenderer Credentials:

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

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

- (i) Certificates and testimonials regarding contracting experience for the type of job for which tender is invited with list of works carried out in the past.
- (ii) Audited Balance Sheet duly certified by the Chartered Accountant regarding contractual payments received in the past.

- (iii) The list of personnel / organization on hand and proposed to be engaged for the tendered work. Similarly list of Plant & Machinery available on hand and proposed to be inducted and hired for the tendered work.
- (iv) A copy of certificate stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the certificate to be submitted by the bidder is enclosed as Annexure-V. **In addition to Annexure-V, in case of other than Company/Proprietary firm, Annexure V-(A) shall also be submitted by the each member of a Partnership Firm/Joint venture (JV)/ Hindu Undivided Family (HUF)/ Limited Liability Partnership (LLP) etc. as the case may be.** Non submission of a copy of certificate by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self-attested / digitally signed by which they/he are/is qualifying the Qualifying Criteria mentioned in the Tender Document. **ACS No. 2 of 13.12.2022**
- (v) The Railway reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the Railway, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Railway shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the Railway there under.
- (vi) (a) In case of any information submitted by tenderer is found to be false, forged or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender Bid Security besides banning of business for a period of upto ~~five~~ **two** years. . **ACS No. 3 of 26.04.23**
- (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~~ **two** years. . **ACS No. 3 of 26.04.23**

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.

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

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

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

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

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

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

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

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

(a) Should a tenderer

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

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

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

AND

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

THEN

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

- b) In case, upon successful award of contract, should a tenderer depute for execution of the works under or to deal matters related with this contract, any retired Engineer of gazette rank or retired gazetted officer working before his retirement in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, and now in his employment, then the tenderer will ensure that retired Engineer or retired gazetted officer had retired from government service at least 1 year prior to the date of his employment with tenderer and in case he had retired from service within a year then he possesses the requisite permission from the President of India or any officer, duly authorized by him in this behalf, to get associated with the tenderer.
- c) Should a tenderer or Contractor being an individual, have member(s) of his family or in the case of partnership firm/ company / joint venture (JV) / registered society / registered trust etc. one or more of his partner(s)/shareholder(s) or member(s) of the family of partner(s)/shareholder(s) having share of more than 1% in the tendering entity employed in gazetted capacity in the Engineering or any other department of the railway, then the tenderer at the time of submission of tender, will inform the authority inviting tenders the details of such persons.

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

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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 contract, 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 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.

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

ACS No. 3 of 26.04.23

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

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

(a) For Works without composite components

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

Each other (non-lead) member(s) of JV, who is/ are not satisfying the technical eligibility for the work as per para 10.1 above, shall have technical capacity of minimum 25% 10 % of the cost of work i.e., each non-lead member of JV member must have satisfactorily completed or substantially completed during the last 07 (seven) years, ending last day of month previous to the one in which tender is invited, one similar single work for a minimum of 25% 10 % of advertised value of the tender.

ACS No. 1 of 14.07.2022

(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% 10 % of the cost of any component of work mentioned in technical eligibility criteria. i.e., each other (non-lead) member of must have satisfactorily completed or substantially completed during the last 07 (seven) years, ending last day of month previous to the one in which tender is invited, one similar single work for a minimum of 25% 10 % of cost of any component of work mentioned in technical eligibility criteria.

ACS No. 1 of 14.07.2022

Note for Para 17.15.1:

- a) *The Major component of the work for this purpose shall be the component of work having highest value. In cases where value of two or more component of work is same, any one work can be classified as Major component of work.*
- b) *Value of a completed work done by a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying his/her compliance to the above mentioned technical eligibility criteria in the tender under consideration.*

17.15.2 Financial Eligibility Criteria

The JV shall satisfy the requirement of "Financial Eligibility" mentioned at para 10.2 above. The

“financial capacity” of the lead member of JV shall not be less than 51% of the financial eligibility criteria mentioned at para 10.2 above.

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

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

17.15.3 Bid Capacity

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

18. Participation of Partnership Firms in works tenders:

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

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

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

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

- (ii) A notarized or registered copy of Power of Attorney in favour of the individual to tender for the work, sign the agreement etc. and create liability against the firm.
- (iii) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the bid ineligible or the contract shall be determined under Clause 62 of the Standard General Conditions of Contract.
- (iv) All other documents in terms of Para 10 of the Tender Form (Second Sheet) above.

18.11 Evaluation of eligibility of a partnership firm:

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

19.0 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 _____

TENDER FORM (Third Sheet)**Name of Work:** _____**BILL OF QUANTITIES****1. Standard Schedule of Rates (SSOR) Items:**

SL	Item No. of SSOR	Description of Item of Work	Approximate Quantity	Unit	Rates in Figures and Words to be filled by tenderer (₹)	Amount (₹)
1	2	3	4	5	6	7

2. Non Standard Schedule of Rates (SSOR) Items:

SL	Item No.	Description of Item of Work	Approximate Quantity	Unit	Rates in Figures and Words to be filled by tenderer (₹)	Amount (₹)
1	2	3	4	5	6	7

The quantities shown in above Bill of Quantities 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.

I/We undertake to do the work at _____% above/below the Standard Schedule of Rates (SSOR) of the _____ Railway as applicable to _____ Division or at the rates quoted above for each item.

Dated _____

Signature of the Tenderer(s)

Note: Columns 1 to 5 shall be filled by the office of the Authority inviting tender. Columns 6 & 7 shall be filled by the Tenderer(s) only when percentage tenders are not invited.

AGREEMENT FOR ZONE CONTRACT

CONTRACT AGREEMENT No. _____ DATED _____. ARTICLES OF AGREEMENT made this _____ day of _____ between the President of India acting through the _____, _____ Railway hereinafter called the "Railway" of the one part and _____ hereinafter called the "Contractor" of the other part.

WHEREAS the Contractor has agreed with the Railway during the period of _____ months from _____ to _____ for the performance of:

- (a) New Works, additions and alterations to existing structures, special repair works and supply of building materials subject to the contract value for such works not exceeding ₹ _____.
- (b) All ordinary repair and maintenance works at any site between kilometer _____ and kilometre _____ as will be set forth in the work orders (which work orders shall be deemed and taken to be part of this contract) that will be issued during the said period at _____ % above/below the Standard Schedule of Rates (SSOR) of the _____ Railway, corrected up to the latest correction slips and Standard Specifications of the _____ Railway corrected upto latest correction slips and the Special Conditions and Special Specifications, if any in conformity with the drawings (if any) that will be issued with the work order, aforesaid AND WHEREAS the performance of the said work is an act in which the public are interested.

NOW THIS INDENTURE PRESENTS WITNESSETH That in consideration of the payment to be made by the Railway, the Contractor will duly perform the works set forth in the said Work Order 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 on or before the respective dates specified therein in accordance with the said specifications and said drawings (if any) and said conditions of contract 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 had been duly set forth herein), AND the Railway both here-by agree that if the Contractor shall duly perform the said work 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 completion thereof the amount due in respect thereof at the rates specified above.

Contractor _____

Designation _____

Address _____

Railway _____

(For President of India)

Witnesses (to signature of Contractor):

Signature of witnesses with address _____

Date _____

Signature of witnesses with address _____

Date _____

ANNEXURE - III

WORK ORDER UNDER ZONE CONTRACT

WORK ORDER NO. _____, DATED _____ UNDER CONTRACT AGREEMENT

NO. _____, DATED _____.

Name of Work _____ (SITE) _____

Schedule of Drawings _____

Authority _____ Allocation _____

The Contractor(s) _____ is / are hereby ordered to carry out the following works at _____% above/below the 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 under Zone Contract Agreement here-in-before referred to:

SL	Item No.	Description of Item of Work	Approximate Quantity	Unit	Rates in Figures and Words (₹)	Amount (₹)
1	2	3	4	5	6	7
Total Approximate Value of Work = ₹ _____						

The works herein mentioned are required to be completed on or before _____ (Date). The quantities provided herein are approximate and subject to variation under Clause 42 of 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.

Divisional Railway Manager/Divisional _____ Engineer

_____ Division

_____ Railway

Date _____

for President of India

I agree to complete the works herein set forth on or before the date specified under the Zone Contract Agreement herein before referred to in conformity with the drawings hereto annexed and in accordance with the General and Special (if any) Conditions of Contract updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents and the Standard Specifications of _____ Railway updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents .

I also agree to maintain such works for the period specified below from the date of completion:

- (a) Repair and maintenance work including white/color washing: three calendar months from date of completion.
- (b) All new works except earth work: Six calendar months from date of completion.

Contractor _____(Signature) Railway: Designation _____

Address _____

For President of India)

Date _____

Date _____

Signature of Witnesses (to Signature of Contractor) with address

1. _____

2. _____

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~~), ACS No. 2 of 13.12.2022

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. ACS No. 1 of 14.07.2022
8. I/we understand that if the contents of the ~~affidavit~~ **certificate** submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the Bid Security **and may also lead to any other action provided in the contract including besides** banning of business for a period of upto ~~five~~ **two** year. Further, I/we (insert name of the tenderer) ** _____ and all my/our constituents understand that my/our offer shall be summarily rejected. ACS No. 4 of 7.08.2023 ACS No. 3 of 26.04.23

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

ACS No. 4 of 7.08.2023

ACS No. 3 of 26.04.23

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 affidavit~~ **certificate ~~is to be given by each member of JV, or partners of Partnership firm /LLP/etc.~~**

ACS No. 1 of 14.07.2022

ACS No. 2 of 13.12.2022

Note : -

"On IREPS Module, a facility has already been created for online submission of Annexure-V. Therefore, the provision of downloading of Annexure-V of GCC & uploading of physically signed Annexure-V by the tenderer had been discontinued on IREPS."

(Reference Railway board Letter no. 2022/CE-I/CT/GCC Correspondence dt : 14/05/2024.)

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

ACS No. 2 of 13.12.2022

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

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

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

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

Place:
Dated:

ACS No. 2 of 13.12.2022

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

TENDERER'S CREDENTIALS (BID CAPACITY)

RAILWAY

For tenders having advertised value more than Rs 20 crore wherein eligibility criteria includes bid capacity also, the tenderer will be qualified only if its available bid capacity is equal to or more than the total bid value of the present tender. The available bid capacity shall be calculated as under:

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

Where,

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

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

~~B = Value of existing commitments and balance amount of ongoing works with the tenderer as on date one month prior to the tender closing date to be completed in next 'N' years.~~

B = Existing commitments and balance amount of ongoing works with tenderer as per the prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to tenderer but yet not started upto the date of inviting of tender. ACS No. 1 of 14.07.2022

Note:

- (a) The Tenderer(s) shall furnish the details of -
 - (i) Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender) for calculating A, and
 - (ii) Existing commitments and balance amount of ongoing works with tenderer as per the prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to tenderer but yet not started upto the date of inviting of tender for calculating B. In case of no works in hand, a 'NIL' statement should be furnished.

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

- (b) In case if a bidder is JV, the tenderer(s) must furnish the details of
 - (i) Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender) by each member of JV for calculating A, and
 - (ii) Existing commitments and balance amount of ongoing works with each member of JV either in individual capacity or as a member of other JV as per the prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to each member of JV either in individual capacity or as a member of other JV but yet not started upto the date of inviting of tender for calculating B. In case of no works in hand, a 'NIL' statement should be furnished.

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

- (c) Value of a completed work/work in progress/work awarded but yet not started for a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying his/her compliance to the above mentioned bid capacity in the tender under consideration.
- (d) The arithmetic sum of individual “bid capacity” of all the members shall be taken as JV’s “bid capacity”.
- (e) In case, the tenderer/s failed to submit the above statement along with offer, their/his offer shall be considered as incomplete and will be rejected **summarily**.
- (f) The available bid capacity of tenderer shall be assessed based on the details submitted by the tenderer. In case, the available bid capacity is lesser than estimated cost of work put to tender, his offer shall not be considered even if he has been found eligible in other eligibility criteria/tender requirement.

Annexure –VIA

Para 5 of the Instructions to Tenderers

(Bid Security)

Bank Guarantee Bond from any scheduled commercial bank of India

*(On non-judicial stamp paper, which should be in the name of the Executing Bank).***Name of the Bank: -----**

President of India,

Acting through,

..... Railway,

Beneficiary..... Railway

Date:.....

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

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

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

AND

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

1. KNOW ALL MEN that by these 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

Bank's Seal

*[P/Attorney]*No.

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

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

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

NAME OF BIDDER/JV PARTNER:

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

1. The average annual contractual turnover shall be calculated as an average of “total contractual payments” in the previous three financial years. However, in case balance sheet of the previous year is yet to be prepared/ audited, the audited balance sheet of the fourth previous year shall be considered for calculating average annual contractual turnover.
2. The information supplied shall be substantiated by data in the audited balance sheets and profit and loss accounts for the relevant years in respect of the bidder or all members constituting the bidder.
3. Contents of this form should be certified by a Chartered Accountant duly supported by Audited Balance Sheet duly certified by the Chartered Accountant.

SEAL AND SIGNATURE OF THE BIDDER

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

(Signature of Chartered Accountant)

Name of CA: _____

Registration No: _____

(Seal)

Part II

STANDARD GENERAL CONDITIONS OF CONTRACT

1. (1) Definitions: In these Standard General Conditions of Contract, the following terms shall have the meaning 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 of the Successor Railway authorized to deal with any matters 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 Railway and shall also include Addl. General Manager, the 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 Signal & Telecommunication Engineer, Chief Signal & Telecommunication Engineer (Construction), Chief Electrical Engineer, Chief Electrical Engineer (Construction), Chief Mechanical Engineer and shall mean & include their successors, of the Successor Railway.
- (d) "Divisional Railway Manager" shall mean the Officer in-charge of a Division of the Railway and shall mean and include the Divisional Railway Manager of the Successor Railway.
- (e) "Engineer" shall mean the Divisional Engineer or the Executive Engineer, Divisional Signal & Telecom Engineer, Divisional Electrical Engineer, Divisional Mechanical Engineer in executive charge of the works and shall include the superior officers of Open Line and Construction organisations on the Railway of the Engineering, Signal & Telecom, Electrical and Mechanical 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 Successors Railway.
- (f) "Engineer's Representative" shall mean the Assistant Engineer, Assistant Signal & Telecommunication Engineer and Assistant Electrical Engineer, Assistant Mechanical Engineer in direct charge of the works and shall include any Sr. Section/Junior Engineer of Civil Engineering/Signal and Telecommunication Engineering/Mechanical Engineering/Electrical Engineering Departments appointed by the Railway and shall mean and include the Engineer's Representative of the Successor Railway.
- (g) "Contractor" shall mean the Person/Firm/LLP/Trust/Co-operative Society or Company whether incorporated or not who enters into the contract with the Railway and shall include their executors, administrators, successors and permitted assigns.
- (h) "Contract" shall mean and include the Agreement, the Work Order, the accepted Bill(s) of Quantities or Chapter(s) of Standard Schedule of Rates (SSOR) of the Railway modified by the tender percentage for items of works quantified, or not quantified, the Standard General Conditions of Contract, the Special Conditions of Contracts, if any; the Drawing, the Specifications, the Special Specifications, if any and Tender Forms, if any.

- (i) "Works" shall mean the works to be executed in accordance with the contract.
- (j) "Specifications" shall mean the Standard Specifications for Materials & Works of Railway as specified by Railway under the authority of the Chief Engineer or as amplified, added to or superseded by Special Specifications, if any.
- (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) "Drawing" shall mean the maps, drawings, plans and tracings or prints there of annexed to the contract and shall include any modifications of such drawings and further drawings as may be issued by the Engineer from time to time.
- (m) "Constructional Plant" shall mean all appliances or things of whatsoever nature required for the execution, completion or maintenance of the works or temporary works (as hereinafter defined) but does not include materials or other things intended to form or forming part of the permanent work.
- (n) "Temporary Works" shall mean all temporary works of every kind required for the execution completion and/or maintenance of the works.
- (o) "Site" shall mean the lands and other places on, under, in or through which the works are to be carried out and any other lands or places provided by the Railway for the purpose of the contract.
- (p) "Period of Maintenance" shall mean the specified period of maintenance from the date of completion of the works, as certified by the Engineer.
- (q) '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 Engineer.
- (r) 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.
- (s) "Bill of Quantities" shall mean Schedule of Item(s) included in the tender document along with respective quantities and rates, accepted by the Railway.

1. (2) Singular and Plural: Words importing the singular number shall also include the plural and vice versa where the context requires.

1.(3) Headings and Marginal Headings: The headings and marginal headings in these Standard General Conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof the contract.

GENERAL OBLIGATIONS

2. (1) Execution Co-Relation and Intent of Contract Documents: The contract documents shall be signed in triplicate by the Railway and the Contractor. The contract documents are complementary and what is called for by anyone shall be as binding as if called for by all, the intention of the documents is to include all labour and materials, equipments and transportation necessary for proper execution of work. Materials or works not covered by or properly inferable from any heading or class of the specifications shall not be supplied by the Railway to the Contractors unless distinctly specified in the contract documents. Materials or works described in words which so applied have a well-known technical or trade meaning, shall be held to refer to such recognized standards.

2.(2) If a work is transferred from the jurisdiction of one Railway to another Railway or to a Project authority or vice versa while contract is in subsistence, the contract shall be binding on the Contractor and the Successor Railway/Project in the same manner & take effect in all respects as if the Contractor and the Successor Railway/Project were parties thereto from the inception and the corresponding officer or the Competent Authority in the Successor Railway/Project will exercise the same powers and enjoy the same authority as conferred to the Predecessor Railway/Project under the original contract/agreement entered into.

2. (3) If for administrative or other reasons the contract is transferred to the Successor Railway, the contract shall, notwithstanding any things contained herein contrary there to, be binding on the Contractor and the Successor Railway in the same manner and take effect in all respects as if the Contractor and the Successor Railway had been parties thereto from the date of this contract.

3. (1) Law Governing the Contract: The contract shall be governed by the law for the time being in force in the Republic of India.

3.(2) Compliance to Regulations and Bye-Laws: The Contractor shall conform to the provision of any statute relating to the works and regulations and bye-laws of any local authority and of any water and lighting companies or undertakings, with whose system the work is proposed to be connected and shall before making any variation from the drawings or the specifications that may be necessitated by so confirming give to the Engineer notice specifying the variation proposed to be made and the reason for making the variation and shall not carry out such variation until he has received instructions from the Engineer in respect thereof. The Contractor shall be bound to give all notices required by statute, regulations or bye-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

3.(3) Environmental and Forest clearances:

The Railway represents and warrants that the environmental and forest clearances pertaining to the work commensurate with the progress of work/agreed programme, will be obtained by Engineer. In

the event of any delay in securing respective clearances leading to delay in execution of work, the Contractor shall be entitled to Extension of Time for the period of such delay in accordance with the provisions of Clause-17A(ii).

4. Communications to be in Writing: All notices, communications, reference and complaints made by the Railway or the Engineer or the Engineer's Representative or the Contractor inter-se concerning the works shall be in writing or *e-mail* on registered *e-mail* IDs i.e. the *e-mail* id provided for correspondence in the contract agreement, otherwise *e-mail* id registered with IREPS and no notice, communication, reference or complaint not in writing or through *e-mail*, shall be recognized.

5. Service of Notices on Contractors: The Contractor shall furnish to the Engineer the name, designation and address of his authorized agent and all complaints, notices, communications and references shall be deemed to have been duly given to the Contractor, if delivered to the Contractor or his authorized agent or left at or posted to the address so given and shall be deemed to have been so given in the case of posting on day on which they would have reached such address in the ordinary course of post/ *e-mail* or on the day on which they were so delivered or left. In the case of contract by partners, any change in the constitution of the firm shall be forthwith notified by the Contractor to the Engineer.

6. Occupation and Use of Land: No land belonging to or in the possession of the Railway shall be occupied by the Contractor without the permission of the Railway. The Contractor shall not use, or allow to be used the site for any purposes other than that of executing the works. Whenever non-railway bodies/persons are permitted to use railway premises with competent authority's approval, conservancy charges as applicable from time to time may be levied.

7. Assignment or Subletting of Contract: The Contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein in any manner whatsoever without the special permission in writing of the Chief Engineer, save as provided below. Any breach of this condition shall entitle the Railway to rescind the contract under Clause 62 of these Conditions and also render the Contractor liable for payment to the Railway in respect of any loss or damage arising or ensuing from such cancellation; provided always that execution of the details of the work by petty Contractor under the direct and personal supervision of the Contractor or his agent shall not be deemed to be sub-letting under this clause.

In case Contractor intends to subcontract part of work, he shall submit a proposal in writing seeking permission of Chief Engineer for the same. While submitting the proposal to railway, Contractor shall ensure the following:

- (a) (i) Total value of work to be assigned to sub-contractor(s) shall not be more than 50% of total contract value.
- (ii) The subcontractor shall have successfully completed at least one work similar to work proposed for subcontract in last 5 years, ending date of submission of proposal by Contractor to Railway, costing not less than 35% value of work to be subletted, through a works contract. For fulfilment of above, Work Experience Certificate issued by a Govt. Department/Organisation shall be considered. Further, Work Experience Certificate issued by a Public listed company shall be considered provided the company is having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, registered at least 5 years back from the date of

submission of proposal by Contractor to Railway and work experience certificate issued by a person authorised by the Public Listed Company to issue such certificates.

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

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

- (iii) There is no banning of business with the sub-contractor in force over IR.
- (b) The Contractor shall provide to the Engineer a copy of the agreement to be entered into by Contractor with subcontractor. No subcontractor shall be permitted without a formal agreement between Contractor and subcontractor. This agreement shall clearly define the scope of work to be carried out by subcontractor and the terms of payment in clear & unambiguous manner.
- (c) On receipt of approval from Chief Engineer, Contractor shall enter into a formal agreement legally enforceable in Court of Law with subcontractor and submit a copy of the same to the Engineer.
- (d) The Contractor shall intimate to the Engineer not less than 7 days in advance, the intended date of commencement of subcontractor's work.
- (e) Once having entered into above arrangement, Contractor shall discontinue such arrangement, if he intends to do so at his own or on the instructions of Railway, with prior intimation to Chief Engineer.
- (f) The Contractor shall indemnify railway against any claim of subcontractor.
- (g) The Contractor shall release payment to the Sub-contractor(s) promptly and shall endeavour to resolve all issues amicably and speedily with the Sub-contractor(s), so that the execution of work is not affected in any manner whatsoever.
- (h) In addition to issuance of work experience certificate to Contractor, the Engineer, when, based on documents, is satisfied that subcontracted work has been carried out by subcontractor, shall issue work experience certificate to the subcontractor also for the portion of work subcontracted and successfully completed by the sub-contractor.

*Note: Work Experience Certificate to the subcontractor shall be issued only when the contractor's work is complete and contractor is entitled for the issuance of Work Experience Certificate. However, in the same contract, when the Chief Engineer, based on documents, is satisfied that the subcontractor has successfully carried out subletted work; without issuance of work experience certificate to subcontractor at this stage, the Chief Engineer can, **only once**, consider the successfully completed subletted work for the fulfilment of eligibility for further subletting of work to the subcontractor in the same contract. When the contractor's work is complete and contractor is entitled for the issuance of work experience certificate, the subcontractor shall be issued one Work Experience Certificate for the total scope of work executed by the subcontractor in the contract.*

- (i) The responsibility of successful completion of work by subcontractor shall lie with Contractor. Subcontracting will in no way relieve the Contractor to execute the work as per terms of the Contract.
- (j) Further, in case Engineer is of the view that subcontractor's performance is not satisfactory, he may instruct the Contractor to remove the subcontractor from the work and Contractor has to comply with the above instructions with due promptness. Contractor shall intimate the actual date of discontinuation of subcontract to Engineer. No claim of Contractor whatsoever on this account shall be entertained by the Railway and this shall be deemed as 'excepted matter' (matter not arbitrable).
- (k) The permitted subcontracting of work by the Contractor shall not establish any contractual relationship between the sub-contractor and the Railway and shall not relieve the Contractor of any responsibility under the Contract.

8. Assistance by Railway for the Stores to be obtained by the Contractor: Owing to difficulty in obtaining certain materials (including Tools & Plant) in the market, the Railway may have agreed without any liability therefore to endeavour to obtain or assist the Contractor in obtaining the required quantities of such materials as may be specified in the Tender. In the event of delay or failure in obtaining the required quantities of the aforesaid material, the Contractor shall not be deemed absolved of his own responsibility and shall keep in touch with the day to day position regarding their availability and accordingly adjust progress of works including employment of labour and the Railway shall not in any way be liable for the supply of materials or for the non-supply thereof for any reasons whatsoever nor for any loss or damage arising in consequence of such delay or non-supply.

9. Railway Passes: No free railway passes shall be issued by the Railway to the Contractor or any of his employee/worker.

10. Carriage of Materials: No forwarding orders shall be issued by the Railway for the conveyance of Contractor's materials, tools and plant by train which may be required for use in the works and the Contractor shall pay full freight charges at public tariff rates therefor.

11. Use of Ballast Trains: The Railway may agree to allow the Contractor use of the ballast or material trains under such conditions as shall be specially prescribed, provided that the Contractor shall pay for the use thereof charges calculated at public tariff rates on the marked carrying capacity of each vehicle subject to specified minimum charge per day or part of day and provided further that the Contractor shall indemnify the Railway against any claims or damages arising out of the use or misuse thereof and against any liabilities under the Workmen's Compensation Act, 1923 or any statutory amendments thereto.

12. Representation on Works: The Contractor shall, when he is not personally present on the site of the works place, keep a responsible agent at the works during working hours who shall on receiving reasonable notice, present himself to the Engineer and orders given by the Engineer or the Engineer's representative to the agent shall be deemed to have the same force as if they had been given to the Contractor. Before absenting himself, the Contractor shall furnish the name and address of his agent for the purpose of this clause and failure on the part of the Contractor to comply with this

provision at any time will entitle the Railway to rescind the contract under Clause 62 of these Conditions.

13. Relics and Treasures: All gold, silver, oil, other minerals of any description, all precious stones, coins, treasures relics antiquities and other similar things which shall be found in or upon the site shall be the property of the Railway and the Contractor shall duly preserve the same to the satisfaction of the Railway and shall from time to time deliver the same to such person or persons as the Railway may appoint to receive the same.

14. Excavated Material: The Contractor shall not sell or otherwise dispose of or remove except for the purpose of this contract, the sand, stone, clay ballast, earth, trees, rock or other substances or materials which may be obtained from any excavation made for the purpose of the works or any building or produced upon the site at the time of delivery of the possession thereof but all the substances, materials, buildings and produce shall be the property of the Railway provided that the Contractor may, with the permission of the Engineer, use the same for the purpose of the works either free of cost or pay the cost of the same at such rates as may be determined by the Engineer.

15. Indemnity by Contractors: The Contractor shall indemnify and save harmless the Railway from and against all actions, suit, proceedings, losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the Railways by reason of any act or omission of the Contractor, his agents or employees, in the execution of the works or in his guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

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

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

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

Note: Security Deposit deposited in cash by the Contractor or recovered from the running bills of a Contractor or submitted by contractor as Term Deposit Receipt(s) can be refunded/returned to the

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

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

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

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

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

16.(4) Performance Guarantee

The procedure for obtaining Performance Guarantee is outlined below:

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

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

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

- (b) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 5% of the original contract value:-
 - (i) A deposit of Cash;
 - (ii) Irrevocable Bank Guarantee;
 - (iii) **Insurance Surety Bond as per Annexure-XVII**

Note:

1. The provision of Insurance Surety Bond shall be for all contracts having DOC within 36 months only.

2. In case DOC extends beyond 36 months, fresh Insurance Surety Bond or any other form of Performance Guarantee prescribed in GCC for the balance amount shall be submitted by agency, otherwise necessary action will be taken as per terms of agreement.

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

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

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

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

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

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

- (i) Failure by the Contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.
- (ii) Failure by the Contractor to pay President of India any amount due, either as agreed by the Contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer.
- (iii) The Contract being determined or rescinded under clause 62 of these conditions.

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

shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.

17A Extension of Time in Contracts: Subject to any requirement in the contract as to completion of any portion or portions of the works before completion of the whole, the Contractor shall fully and finally complete the whole of the works comprised in the contract (with such modifications as may be directed under conditions of this contract) by the date entered in the contract or extended date in terms of the following clauses:

- (i) **Extension due to Modification:** If any modifications have been ordered which in the opinion of the Engineer have materially increased the magnitude of the work, then such extension of the contracted date of completion may be granted as shall appear to the Engineer to be reasonable in the circumstances, provided moreover that the Contractor shall be responsible for requesting such extension of the date as may be considered necessary as soon as the cause thereof shall arise.
- (ii) **Extension for Delay not due to Railway or Contractor:** If in the opinion of the Engineer, the progress of work has any time been delayed by any act or neglect of Railway's employees or by other Contractor employed by the Railway under Sub-Clause (4) of Clause 20 of these Conditions or in executing the work not forming part of the contract but on which Contractor's performance necessarily depends or by reason of proceeding taken or threatened by or dispute with adjoining or to neighbouring owners or public authority arising otherwise through the Contractor's own default etc. or by the delay authorized by the Engineer pending arbitration or in consequences of the Contractor not having received in due time necessary instructions from the Railway for which he shall have specially applied in writing to the Engineer or his authorized representative then upon happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer within 15 days of such happening, but shall nevertheless make constantly his best endeavours to bring down or make good the delay and shall do all that may be reasonably required of him to the satisfaction of the Engineer to proceed with the works. The Contractor may also indicate the period for which the work is likely to be delayed and shall be bound to ask for necessary extension of time.
- (iii) **Extension for Delay due to Railways:** In the event of any failure or delay by the Railway to hand over the Contractor possession of the lands necessary for the execution of the works or to give the necessary notice to commence the works or to provide the necessary drawings or instructions or any other delay caused by the Railway due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the contract or alter the character thereof or entitle the Contractor to damages or compensation therefor, but in any such case, the Railway may grant such extension or extensions of the completion date as may be considered reasonable.

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

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The non-submission of request for extension or submission of request within less than ~~one month~~ **15 days** before the expiry of the date fixed for completion of the works, shall make him ineligible for extension under these sub clauses, subject to final decision of Engineer. ACS No. 1 of 14.07.2022

17B Extension of Time with Liquidated Damages (LD) for delay due to Contractor: The time for the execution of the work or part of the works specified in the contract documents shall be deemed to be the essence of the contract and the works must be completed not later than the date(s) as specified in the contract. If the Contractor fails to complete the works within the time as specified in the contract for the reasons other than the reasons specified in Clause 17 and 17A, the Railway may, if satisfied that the works can be completed by the Contractor within reasonable short time thereafter, allow the Contractor for further extension of time (Proforma at Annexure-VII) as the Engineer may decide. On such extension the Railway will be entitled without prejudice to any other right and remedy available on that behalf, to recover from the Contractor as agreed damages and not by way of penalty for each week or part of the week, a sum calculated at the ~~following rates of the contract value of the works.~~ **rate of Liquidated Damages as decided by Engineer between 0.05 % to 0.30 % of the contract value of the works for each week or part of the week.** ACS No. 1 of 14.07.2022

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

S.No.	Duration of extension of time under Clause 17B	Rate of Liquidated Damages
(i)	Up to Twenty Five percent of original period of completion including period of extension of time granted under Section 17A(i)	As decided by Engineer, between 0.01% to 0.05% of contract value for each week or part of the week
(ii)	Above Twenty Five percent but upto Fifty percent of original period of completion including period of extension of time granted under Section 17A(i)	0.10 % of contract value for each week or part of the week
(iii)	Above Fifty percent of original period of completion including period of extension of time granted under Section 17A(i)	0.30 % of contract value for each week or part of the week

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

NOTE:

In a contract, where extension(s) of time have been allowed once under clause 17B, further request(s)

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

17C Bonus for Early Completion of Work: In open tenders having advertised value more than Rs.50 crore and original period of completion 12 months or more, when there is no reduction in original scope of work by more than 10%, and no extension granted on either railway or Contractor's account, Contractor shall be entitled for a bonus of 1% for each 30 days early completion of work. The period of less than 30 days shall be ignored while working out bonus. The maximum bonus shall be limited to 5% of original contract value. The completion date shall be reckoned as the date of issuance of completion certificate by Engineer.

18.(1) Illegal Gratification: Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or his partner or agent or servant or anyone on his behalf, to any officer or employee of the Railway or to any person on his behalf in relation to obtaining or execution of this or any other contract with the Railway shall, in addition to any criminal liability which he may incur, subject Contractor to the rescission of the contract and all other contracts with the Railway and to the payment of any loss or damage resulting from such decision and the Railway shall be entitled to deduct the amounts so payable from the Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India.

18.(2) The Contractor shall not lend or borrow from or have or enter into any monetary dealings or transactions either directly or indirectly with any employee of the Railway and if he shall do so, the Railway shall be entitled forthwith to rescind the contract and all other contracts with the Railway. Any question or dispute as to the commission of any such offence or compensation payable to the Railway under this Clause shall be settled by the General Manager of the Railway, in such a manner as he shall consider fit & sufficient and his decision shall be final & conclusive. In the event of rescission of the contract under this Clause, the Contractor will not be paid any compensation whatsoever except payments for the work done upto the date of rescission.

EXECUTION OF WORKS

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

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

19.(3) Accepted Programme of Work: The Contractor who has been awarded the work shall as soon as possible but not later than 30 days after the date of receipt of the acceptance letter in respect

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

In Contracts for works of New Line/Gauge Conversion/Doubling/Railway Electrification, finalized through Tenders having advertised value more than ~~Rs.50 crores~~ **Rs.100 crores**, the Contractor shall submit a detailed time programme to the Engineer within 30 days after issue of LOA. The program shall include the physical and Financial Progress vis-à-vis program and forecast cash flow adopting Project Management Software such as **Primavera/Sure Track/MS Project etc.** The program must identify the milestones, interface requirements and program reporting elements. The Contractor shall supply, free of cost one set of authorized software to the Engineer and the soft copy of structured program for the project. This shall be updated every month. The Contractor shall also submit a revised programme whenever the previous programme is inconsistent with actual progress. Each programme shall include:

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

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

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

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

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

19.(4) Setting out of Works: The Contractor shall be responsible for the correct setting out of all works in relation to original points, lines and levels of reference at his cost. The Contractor shall execute the work true to alignment, grade, levels and dimensions as shown in the drawing and as

directed by the Engineer's representative and check these at frequent intervals. The Contractor shall provide all facilities like labour and instruments and shall co-operate with the Engineer's representative for checking of all alignment, grades, levels and dimensions. If, at any time, during the progress of the works any error appear or arise in any part of the work, the Contractor, on being required so to do by the Engineer's representative shall, at his own cost rectify such errors, to the satisfaction of the Engineer's representative.

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

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

20.(2) Alterations to be Authorized: No alterations in or additions to or omissions or abandonment of any part of the works shall be deemed authorised, except under written instructions from the Engineer.

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

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

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

- (a) Failure of the Engineer's representative to disapprove any work or materials shall not prejudice the power of the Engineer thereafter to disapprove such work or material and to order the removal or breaking up thereof.
- (b) If the Contractor shall be dissatisfied by reason of any decision of the Engineer's representative, he shall be entitled to refer the matter to the Engineer who shall there upon confirm or vary such decision.

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

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

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

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

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

23. Working during Night: The Contractor shall not carry out any work between sun-set and sun-rise without the previous permission of the Engineer. However, if the Engineer is satisfied that the work is not likely to be completed in time except by resorting to night work, he may order the same without confirming any right on the Contractor for claiming any extra payment for the same.

24. Damage to Railway Property or Private Life and Property: The Contractor shall be responsible for all risk to the work and for trespass and shall make good at his own expense all loss or damage whether to the works themselves or to any other property of the Railway or the lives, persons or property of others from whatsoever cause in connection with the works until they are taken over by the Railway, although all reasonable and proper precautions may have been taken by the Contractor. In case the Railway shall be called upon to make good any costs, loss or damages, or to pay any compensation, including that payable under the provisions of the Workmen's Compensation Act or any statutory amendments thereof to any person or persons sustaining damages as aforesaid by reason of any act, or any negligence or omissions on the part of the Contractor; the amount of any costs or charges including costs and charges in connection with legal proceedings, which the Railway may incur in reference thereto, shall be charged to the Contractor. The Railway

shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings or in anticipation of legal proceedings being instituted consequent on the action or default of the Contractor, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to Contractor, as aforesaid; any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defence or compromise, and the incurring of any such expenses shall not be called in question by the Contractor.

25. Sheds, Storehouses and Yards: The Contractor shall at his own expense provide himself with sheds, storehouses and yards in such situations and in such numbers as in the opinion of the Engineer is requisite for carrying on the works and the Contractor shall keep at each such sheds, storehouses and yards a sufficient quantity of materials and plant in stock as not to delay the carrying out of the works with due expedition and the Engineer and the Engineer's representative shall have free access to the said sheds, store houses and yards at any time for the purpose of inspecting the stock of materials or plant so kept in hand, and any materials or plant which the Engineer may object to shall not be brought upon or used in the works, but shall be forthwith removed from the sheds, storehouses or yards by the Contractor. The Contractor shall at his own expenses provide and maintain suitable mortar mills, soaking vats or any other equipments necessary for the execution of the works.

26. Provision of Efficient and Competent Staff at Work Sites by the Contractor:

26.1 The Contractor shall place and keep on the works at all times efficient and competent staff to give the necessary directions to his workmen and to see that they execute their work in sound & proper manner and shall employ only such supervisors, workmen & labourers in or about the execution of any of these works as are careful and skilled in the various trades.

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

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

26A. Deployment of Qualified Engineers at Work Sites by the Contractor:

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

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

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

27.(1) Workmanship and Testing: The whole of the works and/or supply of materials specified and provided in the contract or that may be necessary to be done in order to form and complete any part thereof shall be executed in the best and most substantial workman like manner with materials of the best and most approved quality of their respective kinds, agreeable to the particulars contained in or implied by the specifications and as referred to in and represented by the drawings or in such other additional particulars, instructions and drawings given during the carrying on of the works and to the entire satisfaction of the Engineer according to the instructions and directions which the Contractors may from time to time receive from the Engineer. The materials may be subjected to tests by means of such machines, instruments and appliances as the Engineer may direct and wholly at the expense of the Contractor.

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

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

(b) The substitution of proper and suitable materials, and

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

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

28. Facilities for Inspection: The Contractor shall afford the Engineer and the Engineer's Representative every facility for entering in and upon every portion of the work at all hours for the purpose of inspection or otherwise and shall provide all labour, materials, planks, ladders, pumps, appliances and things of every kind required for the purpose and the Engineer and the Engineer's Representative shall at all times have free access to every part of the works and to all places at which materials for the works are stored or being prepared.

29. Examination of Work before Covering Up: The Contractor shall give 7 days' notice to the Engineer or the Engineer's Representative whenever any work or materials are intended to be covered up in the earth, in bodies or walls or otherwise to be placed beyond the reach of measurements in order that the work may be inspected or that correct dimensions may be taken before being so covered, placed beyond the reach of measurement in default whereof, the same shall at the option of

the Engineer or the Engineer's Representative be uncovered and measured at the Contractor's expense or no allowance shall be made for such work or materials.

30. Temporary Works: All temporary works necessary for the proper execution of the works shall be provided and maintained by the Contractor and subject to the consent of the Engineer shall be removed by him at his expenses when they are no longer required and in such manner as the Engineer shall direct. In the event of failure on the part of the Contractor to remove the temporary works, the Engineer will cause them to be removed and cost as increased by supervision and other incidental charges shall be recovered from the Contractor. If temporary huts are provided by the Contractor on the Railway land for labour engaged by him for the execution of works, the Contractor shall arrange for handing over vacant possession of the said land after the work is completed; if the Contractor's labour refuse to vacate, and have to be evicted by the Railway, necessary expenses incurred by the Railway in connection therewith shall be borne by the Contractor.

31.(1) Contractor to Supply Water for Works: Unless otherwise provided in the Contract, the Contractor shall be responsible for the arrangements to obtain supply of water necessary for the works.

31.(2) Water Supply from Railway System: The Railway may supply to the Contractor part or whole of the quantity of the water required for the execution of works from the Railway's existing water supply system at or near the site of works on specified terms and conditions and at such charges as shall be determined by the Railway and payable by the Contractor, provided that the Contractor shall arrange, at his own expense, to effect the connections and lay additional pipelines and accessories on the site and that the Contractor shall not be entitled to any compensation for interruption or failure of the water supply.

31.(3) Water Supply by Railway Transport: In the event of the Railway arranging supply of water to the Contractor at or near the site of works by travelling water tanks or other means, the freight and other charges incurred thereby, including demurrage charges that may be levied, shall be paid by the Contractor in addition to the charges referred to in Sub-Clause (2) of the Clause provided that the Contractor shall not be entitled to any compensation for interruption or failure of the water supply.

31.(4)(a) Contractor to Arrange Supply of Electric Power for Works: Unless otherwise provided in the contract, the Contractor shall be responsible for arrangements to obtain supply of Electric Power for the works.

(b) Electric Supply from the Railway System: The Railway may supply to the Contractor part or whole of the electric power wherever available and possible, required for execution of works from the Railway's existing electric supply systems at or near the site of works on specified terms and conditions and such charges as shall be determined by the Railway and payable by the Contractor provided the cost of arranging necessary connections to the Railway's Electric Supply systems and laying of underground/overhead conductor, circuit protection, electric power meters, transmission structure, shall be borne by the Contractor and that the Contractor shall not be entitled to any compensation for interruption or failure of the Electric supply system.

32. Property in Materials and Plant: The materials and plant brought by the Contractor upon the site or on the land occupied by the Contractor in connection with the works and intended to be

used for the execution thereof shall immediately be deemed to be the property of the Railway. Such of them as during the progress of the works are rejected by the Engineer under Clause 25 of these conditions or are declared by him not to be needed for the execution of the works or such as on the grant of the certificate of completion remain unused shall immediately on such rejection, declaration or grant cease to be deemed the property of the Railway and the Contractor may then (but not before) remove them from the site or the said land. This clause shall not in any way diminish the liability of the Contractor nor shall the Railway be in any way answerable for any loss or damage which may happen to or in respect of any such materials or plant either by the same being lost, stolen, injured or destroyed by fire, tempest or otherwise.

33.(1) Tools, Plant and Materials Supplied by Railway: The Contractor shall take all reasonable care of all tools, plant and materials or other property whether of a like description or not belonging to the Railway and committed to his charge for the purpose of the works and shall be responsible for all damage or loss caused by him, his agents, permitted sub-contractor, or his workmen or others while they are in his charge. The Contractors shall sign accountable receipts for tools, plants and materials made over to him by the Engineer and on completion of the works shall hand over the unused balance of the same to the Engineer in good order and repair, fair wear and tear excepted, and shall be responsible for any failure to account for the same or any damage done thereto.

33.(2) Hire of Railway's Plant: The Railway may hire to the Contractor such plant as concrete mixers, compressors and portable engines for use during execution of the works on such terms as may be specified in the special conditions or in a separate agreement for Hire of Plant.

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

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

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

34.(4) Safety of Public: The Contractor shall be responsible to take all precautions to ensure the safety of the public whether on public or railway property and shall post such look out men as may,

in the opinion of the Engineer, be required to comply with regulations appertaining to the work. Contractor shall ensure placement of barricading / partitions at the place of work to ensure safety of habitants of adjacent area, failing which Engineer may advise stoppage of work as per his discretion.

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

35. Use of Explosives: Explosives shall not be used on the works or on the site by the Contractor without the permission of the Engineer and then also only in the manner and to the extent to which such permission is given. Where explosives are required for the works, they shall be stored in a special magazine to be provided by and at the cost of the Contractor in accordance with the Explosive Rules. The Contractor shall obtain the necessary license for the storage and the use of explosives. All operations in which or for which explosives are employed shall be at the sole risk and responsibility of the Contractor and the Contractor shall indemnify the Railway in respect thereof.

36.(1) Suspension of Works: The Contractor shall on the order of the Engineer, suspend the progress of the works or any part thereof for such time or times and in such manner as the Engineer may consider necessary and shall during such suspension properly protect and secure the work so far as is necessary in the opinion of the Engineer. If such suspension is:

- (a) Provided for in the contract, or
- (b) Necessary for the proper execution of the works or by the reason of weather conditions or by some default on the part of the Contractor, and or
- (c) Necessary for the safety of the works or any part thereof, or
- (d) Necessary for the safety of adjoining public or other property or safety of the public or workmen or those who have to be at the site, or
- (e) Necessary to avoid disruption of traffic and utilities, as also to permit fast repair and restoration of any damaged utilities, or
- (f) Due to instruction of The National Green Tribunal or any other statutory authority due to high level of pollution in the city of worksite.

36.(2) The Contractor shall not be entitled to the extra costs, if any, incurred by him during the period of suspension of the works, but in the event of any suspension ordered by the Engineer for reasons other than aforementioned and when each such period of suspension exceeds 14 days, the Contractor shall be entitled to such extension of time for completion of the works as the Engineer may consider proper having regard to the period or periods of such suspensions and to such compensations as the Engineer may consider reasonable in respect of salaries or wages paid by the Contractor to his employees during the periods of such suspension.

36.(3) Suspension Lasting More than 3 Months: If the progress of the works or any part thereof is suspended on the order of the Engineer for more than three months at a time, the Contractor may serve a written notice on the Engineer requiring permission within 15 days from the receipt thereof to proceed with the works or that part thereof in regard to which progress is suspended and if such permission is not granted within that time the Contractor by further written notice so served may, but is not bound to, elect to treat the suspension where it affects part only of the works as an omission of such part or where it affects the whole of the works, as an abandonment of the contract by the Railway.

37. Rates for Items of Works:

(i) The rates, entered in the accepted Bill(s) of Quantities of the Contract are intended to provide for works duly and properly completed in accordance with the General and Special (if any) Conditions of the Contract and the Specifications and drawings together with such enlargements, extensions, diminutions, reductions, alterations or additions as may be ordered in terms of Clause 42 of these conditions and without prejudice to the generality thereof and shall be deemed to include and cover superintendence and labour, supply, including full freight of materials, stores, patterns, profiles, moulds, fittings, centerings, scaffolding, shoring props, timber, machinery, barracks, tackle, roads, pegs, posts, tools and all apparatus and plant required on the works, except such tools, plant or materials as may be specified in the contract to be supplied to the Contractor by the Railway, the erection, maintenance and removal of all temporary works and buildings, all watching, lighting, bailing, pumping and draining, all prevention of or compensation for trespass, all barriers and arrangements for the safety of the public or of employees during the execution of works, all sanitary and medical arrangements for labour camps as may be prescribed by the Railway, the setting of all work and of the construction, repair and upkeep of all center lines, bench marks and level pegs thereon, site clearance, all fees duties, royalties, rent and compensation to owners for surface damage or taxes and impositions payable to local authorities in respect of land, structures and all material supplied for the work or other duties or expenses for which the Contractor may become liable or may be put to under any provision of law for the purpose of or in connection with the execution of the contract and all such other incidental charges or contingencies as may have been specially provided for in the Specifications.

However, if rates of existing GST or cess on GST for Works Contract is increased or any new tax /cess on Works Contract is imposed by Statute after the date of opening of tender but within the original date of completion/date of completion extended under clause 17 & 17A and the Contractor thereupon properly pays such taxes/cess, the Contractor shall be reimbursed the amount so paid.

Further, if rates of existing GST or cess on GST for Works Contract is decreased or any tax/cess on Works Contract is decreased / removed by Statute after the date of opening of tender, the reduction in tax amount shall be recovered from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India.

38. Demurrage and Wharfage Dues: Demurrage charges calculated in accordance with the scale in force for the time being on the Railway and incurred by the Contractor failing to load or unload any goods or materials within the time allowed by the Railway for loading as also wharfage charges, of materials not removed in time, as also charges due on consignments booked by or to him shall be paid by the Contractor, failing which such charges shall be debited to the Contractor's

account in the hands of the Railway and shall be deducted from any sums which may become due to him in terms of the contracts.

39.(1) Rates for Extra Item(s) of Works:

(a) Standard Schedule of Rates (SSOR) Items: Any item of work carried out by the Contractor on the instructions of the Engineer which is not included in the accepted Bill(s) of Quantities but figures in the Standard Schedule of Rates (SSOR), shall be executed at the rates set forth in the "Standard Schedule of Rates (SSOR)" modified by the tender percentage as accepted in the contract for that chapter of Standard Schedule of Rates (SSOR). ~~However, the cumulative value of all such extra item(s) together (modified by the respective tender percentage) shall not exceed 10 % of the original contract value.~~ CS
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For item(s) not covered in this sub clause, the rate shall be decided as agreed upon between the Engineer and the Contractor before the execution of such items of work as per sub clause (b).

(b) Other Items: For any item of work to be carried out by the Contractor but not included in the accepted Bill(s) of Quantities and also not covered under sub clause (a) above, the Contractor shall be bound to notify the Engineer at least seven days before the necessity arises for the execution of such items of works that the accepted Bill(s) of Quantities does not include rate or rates for such extra work involved. The rates payable for such items shall be decided at the meeting to be held between the Engineer and Contractor, in as short a period as possible after the need for the special item has come to the notice. In case the Contractor fails to attend the meeting after being notified to do so or in the event of no settlement being arrived at, the Railway shall be entitled to execute the extra works by other means and the Contractor shall have no claim for loss or damage that may result from such procedure.

The assessment of rates for extra item(s) shall be arrived at based on the prevailing market rates of labour, machinery & materials and by taking guidance from the following documents in order of priority:

- i. Analysis of Rates for "Unified Standard Schedule of Rates of Indian Railways (USSOR)"
- ii. Analysis of Rates for "Delhi Schedule of Rates issued by CPWD (DSR)"
- iii. Market Analysis

.39.(2) Provided that if the Contractor commences work or incurs any expenditure in regard thereto before the rates as determined and agreed upon as lastly hereuntofore-mentioned, then and in such a case the Contractor shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of determination of the rates as aforesaid according to the rates as shall be fixed by the Engineer. However, if the Contractor is not satisfied with the decision of the Engineer in this respect, he may appeal to the Chief Engineer within 30 days of getting the decision of the Engineer, supported by analysis of the rates claimed. The Chief Engineer's decision after hearing both the parties in the matter would be final and binding on the Contractor and the Railway.

40. (1) Handing over of Works: The Contractor shall be bound to hand over the works executed under the contract to the Railway complete in all respects to the satisfaction of the Engineer. The Engineer shall determine the date on which the work is considered to have been completed, in support of which his certificate shall be regarded as sufficient evidence for all purposes. The Engineer shall determine from time to time, the date on which any particular section of the work shall

have been completed, and the Contractor shall be bound to observe any such determination of the Engineer.

40.(2) Clearance of Site on Completion: On completion of the works, the Contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and works clean and in a workman like condition to the satisfaction of the Engineer. No final payment in settlement of the accounts for the works shall be paid, held to be due or shall be made to the, Contractor till, in addition to any other condition necessary for final payment, site clearance shall have been affected by him, and such clearance may be made by the Engineer at the expense of the Contractor in the event of his failure to comply with this provision within 7 days after receiving notice to that effect. Should it become necessary for the Engineer to have the site cleared at the expenses of the Contractor, the Railway shall not be held liable for any loss or damage to such of the Contractor's property as may be on the site and due to such removal there from which removal may be affected by means of public sales of such materials and property or in such a way as deemed fit and convenient to the Engineer.

40A Offloading of Part(s) of Work: At the final stage of completion/ commissioning of work, in case the contractor fails to complete the final part(s) of the work and the value of such part(s) of the work is limited to 5% of the original contract value, the Engineer may allow/decide for offloading of such part(s) of works, either after the Contractor's request in writing to do so or after serving a 14 (Fourteen) days suo-moto notice (as per annexure- VIIA), if the Engineer is of the opinion that :-

- (i) Such Offloading of works (up to 5% of original contract value) would enable successful completion of contract/work,
- (ii) Termination/ Part termination of the contract at this stage is not be in the interest of the Railway/work;, and
- (iii) The anticipated additional cost for execution of such works through other mode would not be substantial and can be recovered from the pending dues of the contractor;

The Contractor shall be informed, in due course, by the Engineer of the mode and cost of execution of such offloaded work through other agency(ies) (as per annexure- VIIB). The extra expenditure so incurred in execution of the offloaded work, shall be recovered from subsequent Bill(s) or any other dues of the Contractor, but not exceeding the value of Performance Guarantee available in the contract. There shall be no other repercussion of such offloading on execution of the balance contract. The Contractor shall have no claim on account of above mentioned offloading of works.

VARIATIONS IN EXTENT OF CONTRACT

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

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

42.(2) (i) Unless otherwise specified in the special conditions of the contract, the accepted variation in quantity of each individual item of the contract would be upto 25% of the quantity originally contracted, except in case of foundation work (in which no variation limit shall apply). However, the rates for the increased quantities shall be as per sub- para (iii) below.

(ii) The Contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever upto the limit of 25% variation in quantity of individual item of works.

(iii) In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, then same shall be executed at following rates

- a. Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender;
- b. Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;
- c. Variation in quantities of individual items beyond 150% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.
- d. Variation to quantities of Minor Value Item:
The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1 % of the total original contract value.
 - d.(i) Quantities operated upto and including 100% of the agreement quantity of the concerned minor value item, shall be paid at the rate awarded for that item in that particular tender;
 - d.(ii) Quantities operated in excess of 100% but upto 200% of the agreement quantity of the concerned minor value item, shall be paid at 98% of the rate awarded for that item in that particular tender;
 - d.(iii) Variation in quantities of individual minor value item beyond 200% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.

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

(v) As far as Standard Schedule of Rates (SSOR) items are concerned, the variation limit of 25% would apply to the value of SSOR schedule(s) as a whole and not on individual SSOR items. However, in case of Non Standard Schedule of Rates (SSOR) items, the limit of 25% would apply on

the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).

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

CLAIMS

43.(1) Quarterly Statement of Claims: The Contractor shall prepare and furnish to the Engineer once in every quarter commencing from the month following the month of issue of Letter of Acceptance, an account giving full and detailed particulars of all claims for any additional expenses to which the Contractor may consider himself entitled to and of all extra or additional works ordered by the Engineer which he has executed during the preceding quarter and no claim for payment for such work will be considered which has not been included in such particulars.

43.(2) Signing of "No Claim" Certificate : The Contractor shall not be entitled to make any claim whatsoever against the Railway under or by virtue of or arising out of this contract, nor shall the Railway entertain or consider any such claim, if made by the Contractor, after he shall have signed a "No Claim" Certificate in favour of the Railway in such form as shall be required by the Railway after the works are finally measured up. The Contractor shall be debarred from disputing the correctness of the items covered by "No Claim" Certificate or demanding a clearance to arbitration in respect thereof.

MEASUREMENTS, CERTIFICATES AND PAYMENTS

44. Quantities in Bill(s) of Quantities Annexed to Contract: The quantities set out in the accepted Bill(s) of Quantities with items of works quantified are the estimated quantities of the works and they shall not be taken as the actual and correct quantities of the work to be executed by the Contractor in fulfillment of his obligations under the contract.

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

to the Contractor who shall be present at the site and shall sign the results of the measurements (which shall also be signed by the Engineer or the Engineer's representative) recorded in the official measurements book as an acknowledgement of his acceptance of the accuracy of the measurements. Failing the Contractor's attendance, the work may be measured up in his absence and such measurements shall, notwithstanding such absence, be binding upon the Contractor whether or not he shall have signed the measurement books provided always that any objection made by him to measurement shall be duly investigated and considered in the manner set out below:

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

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

45(ii). Measurement of Works by Contractor's Authorized Representative (in case the contract provides for the same):

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

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

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

(b) Incorrect measurement, actions to be taken: If in case during test check or otherwise, it is detected by the Engineer that agency has claimed any exaggerated measurement or has claimed any false measurement for the works which have not been executed; amounting to variation of 5% or more of claimed gross bill amount, action shall be taken as following:

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

46.(1) "On-Account " Payments: The Contractor shall be entitled to be paid from time to time by way of "On-Account" payment only for such works as in the opinion of the Engineer he has executed in terms of the contract. All payments due on the Engineer's/Engineer's Representative's certificates of measurements or Engineer's certified "Contractor's authorized Engineer's measurements" shall be subject to any deductions which may be made under these presents and shall further be subject to, unless otherwise required by Clause 16 of these Conditions, a retention of six percent by way of Security Deposits, until the amount of Security Deposit by way of such retentions shall amount to 5% of the total value of the contract provided always that the Engineer may by any certificate make any correction or modification in any previous certificate which shall have been issued by him and that the Engineer may withhold any certificate, if the works or any part thereof are not being carried out to his satisfaction.

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

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

46.(4) If payment(s) of Advances are applicable in the contract, as mentioned in the Tender Documents, Railway shall make payment(s) of Interest bearing advances, on the request of contractor. The payment and recovery of such Advances shall be made as under:

(a): Mobilisation Advance –

This shall be limited to 10% of the Contract value and shall be paid in 2 stages :

Stage 1– 5% of Contract Value on signing of the contract agreement.

Stage 2 – 5% on mobilization of site-establishment, setting up offices, bringing in equipment and actual commencement of work.

The stage 1 of advance shall be payable immediately after signing of contract agreement.

The stage 2 of advance shall be payable at the time of mobilisation, only after submission of an utilization certificate by the contractor that the Stage 1 advance has been properly utilized in the contract.

These Advances shall be payable against irrevocable guarantee (Bank Guarantee, FDRs) from a scheduled commercial bank of India of at least 110% of the value of the sanctioned advance amount (covering principal plus interest).

(b): Advance Against Machinery and Equipment –

This advance shall be limited to a maximum of 10% of the contract value against new Machinery & Equipment, involving substantial outlay, brought to site and essentially required for the work. This advance shall not exceed 75% of the purchase price of such Equipment and shall be payable when Equipment is hypothecated to the President of India by a suitable bond or alternatively covered by an irrevocable Bank Guarantee from a scheduled commercial bank of India for full cost of the Plant & Equipment in a form acceptable to Railways. The Plant & Equipment shall be insured for the full value and for the entire period, they are required for the work. This Plant & Equipment shall not be removed from the site of work without prior written permission of the Engineer. No advance should be given against old Plant & Machinery.

The advances under sub clause (a) and (b) above, are subject to the following conditions -

(i) The full amount of Advances shall be recovered from contractor dues. The recovery shall commence when the value of contract executed reaches 15% of original contract value and shall be completed when the value of work executed reaches 85% of the original contract value. The installments on each "on account bill" will be on pro-rata basis.

Interest shall be recovered on the advance outstanding for the period commencing from the date of payment of advance till date of particular on-account bill (through which recovery of principal is effected) and adjusted fully against on-account bill along with pro-rata principal recovery. In the event of any short-fall, the same shall be carried forward to the next on-account bill and shall attract interest.

(ii) The advances shall be used by the Contractor for the purpose of the Contract, and for the purpose for which they are paid. Under no circumstances, shall the advances be diverted for other purposes. Any such diversion shall be construed as a breach of the Contract and the Contractor shall be asked to return the advance at once and pay interest at 15% per annum till the advance is recovered back from him. The Contractor shall return the advance and pay the interest in one go without demur. The Contractor, if required by the Engineer shall provide the details of utilisation of Mobilisation advance.

(iii) If the Contractor is found to have contravened the provision, it will constitute a breach of contract and Railway shall be entitled to terminate the contract and forfeit his Performance Guarantee as well as Security Deposit.

(iv) In cases, where the Contract is rescinded as per clause 62 of the contract or short closed under any other condition(s) of the contract, without making full recovery of advances and accrued interest thereon, by the Railway, such balance of advances and accrued interest thereon shall immediately become due and payable by the Contractor to the Railway. The same shall be recovered from any due of Contractor with the Government of India.

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

46A. Price Variation Clause (PVC):

46A.1 Applicability: Price Variation Clause (PVC) shall be applicable only in tender having advertised value above **Rs. 2 Crores** ~~and having completion period above 12 months~~. Provided further that, in a contract where PVC is applicable, following shall be outside the purview of price adjustments (i.e. shall be excluded from the gross value of the work for the purpose of price variation) :

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- a) Materials supplied by Railway to the Contractors, either free or at fixed rate;
- b) Any extra item(s) included in subsequent variation falling outside the purview of the Bill(s) of Quantities of tender, under clause 39. (1)(b) of these Standard General Conditions, unless applicability of PVC and 'Base Month' has been specially agreed, while fixing the rates of such extra item(s).

46A.2 Base Month: The Base Month for 'Price Variation Clause' shall be taken as the one month prior to closing of tender, unless otherwise stated elsewhere. The quarter for applicability of PVC shall commence from the month following the Base month. The Price Variation shall be based on the average Price Index of the quarter under consideration.

46A.3 Validity:

Rates accepted by Railway Administration shall hold good till completion of work and no additional individual claim shall be admissible except:

- (a) Payment/recovery for increase/decrease in GST on works contract or imposition/removal of any tax/cess on Works Contract as per Clause 37,
- (b) Payment/recovery for overall market situation as per Price Variation Clause given hereunder.

46A.4 Components of various items in a contract on which variation in prices be admissible, shall be steel, cement, ferrous material, non-ferrous material, insulators, zinc and other materials, labour, plant & machinery, fuel, explosives, detonators etc. Adjustment for variation in prices of these items shall be determined in the manner prescribed.

46A.5 No price variation shall be admissible for fixed components.

46A.6 The percentages of various components in various type of works shall be as specified for all item (s)/ Bill(s) of Quantities in tender document and the same shall be fixed as per table & classifications given below:

(I). For Civil Engineering Works

S N	Classification		1A, 2 & 3A	4A	5A	6A	7	8A	9A	1B, 3B, 4B, 5B, 6B 8B & 9B	1C, 3C, 4C, 5C, 6C, 8C & 9C	3D, 4D, 5D, 6D, 8D & 9D	3E, 4E, 5E, 6E, 8E & 9E
	Components												
1	Fixed	*	15	15	15	15	15	15	15	15	15	15	15
2	Labour	L _c	15 20	20 25	25 30	15 20	15 50	15 20	20	5 0	5 0	10	25
3	Steel	S _c	0	0	20 0	0	0	0	0	75 85	0	50	0
4	Cement	C _c	0	0	15	0	0	0	0	0	75 85	0	0
5	Plant Machinery & Spares	PM _c	35 30	15	0 5	20	20 15	20	30	0	0	10	30
6	Fuel & Lubricants	F _c	25	15	10 5	35 15	35 15	35 20	15	5 0	5 0	10	20
7	Other materials	M _c	10	15	15 30	15 30	15 5	15 25	20	0	0	5	10
8	Detonators & Explosive	E _c	0	20 15	0	0	0	0	0	0	0	0	0
Total			100	100	100	100	100	100	100	100	100	100	100

* It shall not be considered for any price variation.

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The classification mentioned in the table above represents following type of item(s) in the work(s) –

1 Earthwork in Formation

1A All Item(s) excluding 1B or/and 1C

1B Item(s) for supply of Steel

1C Item(s) for supply of Cement

2 Ballast Supply Works

3 Tunnelling Works (Without Explosives)

3A All Item(s) excluding 3B or/and 3C or/and 3D or/and 3E

3B Item(s) for supply of Steel

3C Item(s) for supply of Cement or/and Grout

3D Item(s) for Fabrication & Erection of Structures including supply of Steel

3E Item(s) for Fabrication & Erection of Structures excluding supply of Steel.

4 Tunnelling Works (With explosives)

4A All Item(s) excluding 4B or/and 4C or/and 4D or/and 4E

4B Item(s) for supply of Steel

4C Item(s) for supply of Cement or/and Grout

4D Item(s) for Fabrication & Erection of Structures including supply of Steel

4E Item(s) for Fabrication & Erection of Structures excluding supply of Steel.

5 Building Works

- 5A All Item(s) excluding 5B or/and 5C or/and 5D or/and 5E
- 5B Item(s) for supply of Steel
- 5C Item(s) for supply of Cement
- 5D Item(s) for Fabrication & Erection of Structures including supply of Steel
- 5E Item(s) for Fabrication & Erection of Structures excluding supply of Steel.

6. Bridges & Protection work

- 6A All Item(s) excluding 6B or/and 6C or/and 6D or/and 6E
- 6B Item(s) for supply of Steel
- 6C Item(s) for supply of Cement
- 6D Item(s) for Fabrication, Assembly, Erection & Launching of Girders including supply of Steel
- 6E Item(s) for Fabrication, Assembly, Erection & Launching of Girders excluding supply of Steel

Permanent Way linking

Platform, Passenger Amenities

- 8A All Item(s) excluding 8B or/and 8C or/and 8D or/and 8E
- 8B Item(s) for supply of Steel item/fittings
- 8C Item(s) for supply of Cement Item
- 8D Item(s) for Fabrication & Erection of Structures including supply of Steel
- 8E Item(s) for Fabrication & Erection of Structures excluding supply of Steel

Any Other Works not covered in Classification 1 to 8

- 9A All Item(s) excluding 9B or/and 9C or/and 9D or/and 9E
- 9B Item(s) for supply of Steel
- 9C Item(s) for supply of Cement or/and Grout
- 9D Item(s) for Fabrication & Erection of Structures including supply of Steel
- 9E Item(s) for Fabrication & Erection of Structures excluding supply of Steel

46A.7 Formulae: The Amount of variation in prices in various components (labour, material etc.) shall be worked out by the following formulae:

$$(i) \quad L = \frac{(W \text{ or } W_S \text{ or } W_C \text{ or } W_{SF} \text{ or } W_E \text{ or } W_{SFL} \text{ or } W_{FL}) \times (L_Q - L_B) \times L_C}{L_B \times 100}$$

$$L = \frac{(W \text{ or } W_{SF} \text{ or } W_F \text{ or } W_{SFL} \text{ or } W_{FL}) \times (L_Q - L_B) \times L_C}{L_B \times 100}$$

$$(ii) \quad M = \frac{(W \text{ or } W_{SF} \text{ or } W_F \text{ or } W_{SFL} \text{ or } W_{FL}) \times (M_Q - M_B) \times M_C}{M_B \times 100}$$

$$(iii) \quad F = \frac{(W \text{ or } W_S \text{ or } W_C \text{ or } W_{SF} \text{ or } W_E \text{ or } W_{SFL} \text{ or } W_{FL}) \times (F_Q - F_B) \times F_C}{F_B \times 100}$$

$$F = \frac{(W \text{ or } W_{SF} \text{ or } W_F \text{ or } W_{SFL} \text{ or } W_{FL}) \times (F_Q - F_B) \times F_C}{F_B \times 100}$$

$$(iv) \quad E = \frac{(W \text{ or } W_S \text{ or } W_C \text{ or } W_{SF} \text{ or } W_E \text{ or } W_{SFL} \text{ or } W_{FL}) \times (E_Q - E_B) \times E_C}{E_B \times 100}$$

$$E = \frac{(W) \times (E_Q - E_B) \times E_C}{E_B \times 100}$$

$$(v) \quad PM = \frac{(W \text{ or } W_S \text{ or } W_C \text{ or } W_{SF} \text{ or } W_E \text{ or } W_{SFL} \text{ or } W_{FL}) \times (PM_Q - PM_B) \times PM_C}{PM_B \times 100}$$

$$PM = \frac{(W \text{ or } W_{SF} \text{ or } W_F \text{ or } W_{SFL} \text{ or } W_{FL}) \times (PM_Q - PM_B) \times PM_C}{PM_B \times 100}$$

$$(vi) \quad S = \frac{(W \text{ or } W_S \text{ or } W_{SF}) \times (S_Q - S_B) \times S_C}{S_B \times 100}$$

$$(vii) \quad C = \frac{(W \text{ or } W_C) \times (C_Q - C_B) \times C_C}{C_B \times 100}$$

(II) For Railway Electrification Works:

- (viii) $T = [0.4136x(C_Q - C_B) / C_B] \times 85$
- (ix) $R = [0.94x(R_T - R_O) / R_O + 0.06x(Z_T - Z_O) / Z_O] \times 85$
- (x) $N = [(P_T - P_O) / P_O] \times 85$
- (xi) $I = [(I_T - I_O) / I_O] \times 85$
- (xii) $G = [(M_Q - M_B) / M_B] \times 85$
- (xiii) $Er = [(L_Q - L_B) / L_B] \times 85$

Where,

L	Amount of price variation in Labour
M	Amount of price variation in Materials
F	Amount of price variation in Fuel
E	Amount of price variation in Explosives
PM	Amount of price variation in Plant, Machinery and Spares
S	Amount of price variation in Steel Supply Item
C	Amount of price variation in Cement Supply Item
T	Percentage variation payable on the gross value of bill of Concreting (Bill(s) of Quantities for concrete items)
R	Percentage variation payable on the gross value of bill of Ferrous Items (Bill(s) of Quantities for ferrous items)
N	Percentage variation payable on the gross value of bill of Non-Ferrous Items (Bill(s) of Quantities for non-ferrous items)
I	Percentage variation payable on the gross value of bill of Insulator (Bill(s) of Quantities for Insulator items)
G	Percentage variation payable on the gross value of bill of General Works (Bill(s) of Quantities for General items)
Er	Percentage variation payable on the gross value of erection (Bill(s) of Quantities for Erection Item)
L _C	% of Labour Component in the item(s)
M _C	% of Material Component in the item(s)
F _C	% of Fuel Component in the item(s)
E _C	% of Explosive Component in the item(s)
PM _C	% of Plant, Machinery and Spares Component in the item(s)
S _C	% of Steel Supply item Component in the item(s)
C _C	% of Cement Supply item Component in the item(s)
W	Gross value of work done by Contractor as per on-account bill(s) excluding the Gross value of work under W _S or/and W _C or/and W _{SF} or/and W _F or/and W _{SFL} or/and W _{FL} and cost of materials supplied by Railway either free or at fixed rate,

W _S	Gross value of work done by Contractor for item(s) of supply of steel.
W _C	Gross value of work done by Contractor for item(s) of supply of cement and /or supply of grout material.
W _{SF}	Gross value of work done by Contractor for item(s) of Fabrication & Erection of Structures including supply of Steel.
W _F	Gross value of work done by Contractor for Fabrication & Erection of Structures excluding supply of Steel.
W _{SFL}	Gross value of work done by Contractor for item(s) of Fabrication, Assembly, Erection / Launching of Girders including supply of Steel.
W _{FL}	Gross value of work done by Contractor for item(s) of Fabrication, Assembly, Erection / Launching of Girders excluding supply of Steel.
L _B	Consumer Price Index for Industrial Workers - All India: Published in R.B.I. Bulletin for the base period
L _Q	Consumer Price Index for Industrial Workers - All India: Published in R.B.I. Bulletin for the average price index of the 3 months of the quarter under consideration
M _B	Wholesale Price Index: All commodities – as published in the R.B.I. Bulletin for the base period
M _Q	Wholesale Price Index: All commodities – as published in the R.B.I. Bulletin for the average price index of the 3 months of the quarter under consideration
F _B	The average of official prices of Diesel available on the official website of 'Petroleum Planning and Analysis cell' under Ministry of Petroleum and Natural Gas for Delhi, Kolkata, Mumbai & Chennai, for the base period
F _Q	The average of official prices of Diesel available on the official website of 'Petroleum Planning and Analysis cell' under Ministry of Petroleum and Natural Gas for Delhi, Kolkata, Mumbai & Chennai, for the 3 months of the quarter under consideration
E _B	Index number of Monthly Whole Sale Price Index for the category 'Explosive' of (g). Manufacture of other chemical products under (J) MANUFACTURE OF CHEMICALS AND CHEMICAL PRODUCTS, published by Office of Economic Adviser, Govt. of India, Ministry of Commerce & Industry, Department of Industrial Policy & Promotion (DIPP), for the base period.
E _Q	Index number of Monthly Whole Sale Price Index for the category 'Explosive' of (g). Manufacture of other chemical products under (J) MANUFACTURE OF CHEMICALS AND CHEMICAL PRODUCTS, published by Office of Economic Adviser, Govt. of India, Govt. of India, Ministry of Commerce & Industry, Department of Industrial Policy & Promotion (DIPP), for the average price index of 3 months of the quarter under consideration.
PM _B	Index Number of Wholesale Prices in India by Groups and Sub Groups (Averages) for 'Manufacture of machinery for mining, quarrying and construction' – published in RBI (Reserve Bank of India) Bulletin, for the base period.
PM _Q	Index Number of Wholesale Prices in India by Groups and Sub Groups (Averages) for 'Manufacture of machinery for mining, quarrying and construction' – published in RBI (Reserve Bank of India) Bulletin, for the average price index of 3 months of

the quarter under consideration.

S _B	The average rate provided by the Joint Plant Committee for the relevant category of steel item as mentioned in Clause 46A.9; for the base period.
S _Q	The average rate provided by the Joint Plant Committee for the relevant category of steel item as mentioned in Clause 46A.9; for the 3 months of the quarter under consideration.
C _B	Index No. of Wholesale Price Index of sub-group Cement, Lime & Plaster as published in RBI Bulletin for the base period
C _Q	No. of Wholesale Price Index of sub-group Cement, Lime & Plaster as published in RBI Bulletin for the average price index of the 3 months of the quarter under consideration
R _T	IEEMA price index for Steel Blooms (size 150mmx150mm) for the month which is two months prior to date of inspection of material.
R _O	IEEMA price index for Steel Blooms (size 150mmx150mm) for the month which is one month prior to date of opening of tender.
P _T	IEEMA price index for Copper wire rods for the month which is two months prior to date of inspection of material.
P _O	IEEMA price index for Copper wire rods for the month which is one month prior to date of opening of tender.
Z _T	IEEMA price index for Zinc for the month which is two months prior to date of inspection of material
Z _O	IEEMA price index for Zinc for the month which is one month prior to date of opening of tender
I _T	RBI wholesale price index for the sub-group “Insulators” for the month which is two months prior to date of inspection of material
I _O	RBI wholesale price index for the sub-group “Insulators” for the month which is one month prior to date of opening of tender

(III) SIGNALING & TELECOMMUNICATION WORKS:

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

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

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

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

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

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

works of the Railway Project.

- (b) Price adjustment for changes in cost of signalling works and telecommunication works shall be paid in accordance with the following formula:
- (i)
$$\text{VSIGWK} = 0.85 \text{ SIGWK} \times [\text{PELEX} \times (\text{ELEX}_i - \text{ELEX}_o) / \text{ELEX}_o + \text{POFC} \times (\text{OFC}_i - \text{OFC}_o) / \text{OFC}_o + \text{PLB} \times (\text{LB}_i - \text{LB}_o) / \text{LB}_o + \text{POTH} \times (\text{OTH}_i - \text{OTH}_o) / \text{OTH}_o + \text{S30C} \times (\text{P30C}_i - \text{P30C}_o) / \text{P30C}_o + \text{S24C} \times (\text{P24C}_i - \text{P24C}_o) / \text{P24C}_o + \text{S19C} \times (\text{P19C}_i - \text{P19C}_o) / \text{P19C}_o + \text{S12C} \times (\text{P12C}_i - \text{P12C}_o) / \text{P12C}_o + \text{S9C} \times (\text{P9C}_i - \text{P9C}_o) / \text{P9C}_o + \text{S6C} \times (\text{P6C}_i - \text{P6C}_o) / \text{P6C}_o + \text{S4C} \times (\text{P4C}_i - \text{P4C}_o) / \text{P4C}_o + \text{S2C} \times (\text{P2C}_i - \text{P2C}_o) / \text{P2C}_o + \text{S12C2.5} \times (\text{P12C2.5}_i - \text{P12C2.5}_o) / \text{P12C2.5}_o + \text{S2C2.5} \times (\text{P2C2.5}_i - \text{P2C2.5}_o) / \text{P2C2.5}_o + \text{S2C25} \times (\text{P2C25}_i - \text{P2C25}_o) / \text{P2C25}_o + \text{QC} \times (\text{PQC}_i - \text{PQC}_o) / \text{PQC}_o];$$
 - (ii)
$$\text{VINVSIG} = 0.85 \text{ SIGWK} \times [\text{PELEX} \times (\text{ELEX}_i - \text{ELEX}_o) / \text{ELEX}_o + \text{POTH} \times (\text{OTH}_i - \text{OTH}_o) / \text{OTH}_o];$$
 - (iii)
$$\text{VINTGTESTSIG} = 0.85 \text{ INTGTESTSIG} \times [\text{PLB} \times (\text{LB}_i - \text{LB}_o) / \text{LB}_o + \text{POTH} \times (\text{OTH}_i - \text{OTH}_o) / \text{OTH}_o];$$
 - (iv)
$$\text{VCOMWK} = 0.85 \text{ COMWK} \times [\text{PELEX} \times (\text{ELEX}_i - \text{ELEX}_o) / \text{ELEX}_o + \text{POFC} \times (\text{OFC}_i - \text{OFC}_o) / \text{OFC}_o + \text{PLB} \times (\text{LB}_i - \text{LB}_o) / \text{LB}_o + \text{POTH} \times (\text{OTH}_i - \text{OTH}_o) / \text{OTH}_o + \text{S30C} \times (\text{P30C}_i - \text{P30C}_o) / \text{P30C}_o + \text{S24C} \times (\text{P24C}_i - \text{P24C}_o) / \text{P24C}_o + \text{S19C} \times (\text{P19C}_i - \text{P19C}_o) / \text{P19C}_o + \text{S12C} \times (\text{P12C}_i - \text{P12C}_o) / \text{P12C}_o + \text{S9C} \times (\text{P9C}_i - \text{P9C}_o) / \text{P9C}_o + \text{S6C} \times (\text{P6C}_i - \text{P6C}_o) / \text{P6C}_o + \text{S4C} \times (\text{P4C}_i - \text{P4C}_o) / \text{P4C}_o + \text{S2C} \times (\text{P2C}_i - \text{P2C}_o) / \text{P2C}_o + \text{S12C2.5} \times (\text{P12C2.5}_i - \text{P12C2.5}_o) / \text{P12C2.5}_o + \text{S2C2.5} \times (\text{P2C2.5}_i - \text{P2C2.5}_o) / \text{P2C2.5}_o + \text{S2C25} \times (\text{P2C25}_i - \text{P2C25}_o) / \text{P2C25}_o + \text{QC} \times (\text{PQC}_i - \text{PQC}_o) / \text{PQC}_o + \text{PCEQP} \times (\text{CEQP}_i - \text{CEQP}_o) / \text{CEQP}_o];$$
 - (v)
$$\text{VINVCOM} = 0.85 \text{ SIGWK} \times [\text{PELEX} \times (\text{ELEX}_i - \text{ELEX}_o) / \text{ELEX}_o + \text{PCEQP} \times (\text{CEQP}_i - \text{CEQP}_o) / \text{CEQP}_o + \text{POTH} \times (\text{OTH}_i - \text{OTH}_o) / \text{OTH}_o]; \text{ and}$$
 - (vi)
$$\text{VINTGTESTCOM} = 0.85 \text{ INTGTESTCOM} \times [\text{PLB} \times (\text{LB}_i - \text{LB}_o) / \text{LB}_o + \text{POTH} \times (\text{OTH}_i - \text{OTH}_o) / \text{OTH}_o].$$

Where

VSIGWK = Increase or decrease in the cost of signalling works during the period under consideration due to changes in the rates for relevant components as specified in sub-paragraph (h);

VINVSIG = Increase or decrease in the cost of inventory for signalling during the period under consideration due to changes in the rates for relevant components as specified in sub-paragraph (h);

VINTGTESTSIG = Increase or decrease in the cost of integrated testing and commissioning of signalling works of the Railway Project during the period under consideration due to changes in the rates for relevant components as specified in sub-paragraph (h);

VCOMWK = Increase or decrease in the cost of communication works during the period under consideration due to changes in the rates for relevant components as specified in sub-paragraph (h);

during the period under consideration due to changes in the rates for relevant components as specified in sub-paragraph (h);

VINTGTESTCOM = Increase or decrease in the cost of integrated testing and commissioning of telecommunication works of the Railway Project during the period under consideration due to changes in the rates for relevant components as specified in sub-paragraph (h);

PCEQP, PELEX, PIC, PLB, POFC, and POTH are the percentages of communication equipment, electronics, PVC insulated cables, labour, optical fibre cables, and other materials respectively;

CEQP₀ = The wholesale price index as published by the Ministry of Commerce and Industry, Government of India (hereinafter called “WPI”) for communication equipment for the month of the Base Month;

CEQP_i = The WPI for communication equipment for the average price index of the 3 months of the quarter under consideration;

ELEX₀ = The WPI for electronics for the month of the Base Month;

ELEX_i = The WPI for electronics for the average price index of the 3 months of the quarter under consideration;

P30C_i = Price payable per Km as adjusted in accordance with price variation Clause for size 30C x 1.5 sq mm signalling cable

P30C₀ = Price per Km of cable as per purchase order/ Contract agreement.

S30C = Percentage of size 30C x 1.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

P24C_i = Price payable per Km as adjusted in accordance with price variation Clause for size 24C x 1.5 sq mm signalling cable

P24C₀ = Price per Km of cable as per purchase order/ Contract agreement.

S24C = Percentage of size 24C x 1.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

P19C_i = Price payable per Km as adjusted in accordance with price variation Clause for size 19C x 1.5 sq mm signalling cable

P19C₀ = Price per Km of cable as per purchase order/ Contract agreement.

S19C = Percentage of size 19C x 1.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

P12C_i = Price payable per Km as adjusted in accordance with price variation Clause for size 12C x 1.5 sq mm signalling cable

P12C₀ = Price per Km of cable as per purchase order/ Contract agreement.

S12C = Percentage of size 12C x 1.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

P9C_i = Price payable per Km as adjusted in accordance with price variation Clause for size 9C x 1.5 sq mm signalling cable

$P9C_o$ = Price per Km of cable as per purchase order/ Contract agreement.

$S9C$ = Percentage of size 9C x 1.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

$P6C_i$ = Price payable per Km as adjusted in accordance with price variation Clause for size 6C x 1.5 sq mm signalling cable

$P6C_o$ = Price per Km of cable as per purchase order/ Contract agreement.

$S6C$ = Percentage of size 6C x 1.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

$P4C_i$ = Price payable per Km as adjusted in accordance with price variation Clause for size 4C x 1.5 sq mm signalling cable

$P4C_o$ = Price per Km of cable as per purchase order/ Contract agreement.

$S4C$ = Percentage of size 4C x 1.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

$P2C_i$ = Price payable per Km as adjusted in accordance with price variation Clause for size 2C x 1.5 sq mm signalling cable

$P2C_o$ = Price per Km of cable as per purchase order/ Contract agreement.

$S2C$ = Percentage of size 2C x 1.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

$P12C2.5_i$ = Price payable per Km as adjusted in accordance with price variation Clause for size 12C x 2.5 sq mm signalling cable

$P12C2.5_o$ = Price per Km of cable as per purchase order/ Contract agreement.

$S12C2.5$ = Percentage of size 12C x 2.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

$P2C2.5_i$ = Price payable per Km as adjusted in accordance with price variation Clause for size 2C x 2.5 sq mm signalling cable

$P2C2.5_o$ = Price per Km of cable as per purchase order/ Contract agreement.

$S2C2.5$ = Percentage of size 2C x 2.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

$P2C25_i$ = Price payable per Km as adjusted in accordance with price variation Clause for size 2C x 25 sq mm signalling cable

$P2C25_o$ = Price per Km of cable as per purchase order/ Contract agreement.

$S2C25$ = Percentage of size 2C x 25 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

PQC_i = Price payable per Km as adjusted in accordance with price variation Clause for size 0.9mm dia, 6 Quad cable.

PQC_o = Price per Km of cable as per purchase order/ Contract agreement.

QC = Percentage of size 0.9mm dia, 6 Quad cable shall govern the price.

LBo = The consumer price index for industrial workers – All India, published by Labour Bureau, Ministry of Labour, Government of India, (hereinafter called “CPI”) for the month of the Base Month;

LBi = The CPI for industrial workers – All India for the average price index of the 3 months of the quarter under consideration;

OFCo = The WPI for fibre cables for the month of the Base Month;

OFCi = The WPI for fibre cables for the average price index of the 3 months of the quarter under consideration;

OTHo = The WPI for all commodities for the month of the Base Month; and

OTHi = The WPI for all commodities for the average price index of the 3 months of the quarter under consideration.

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

Works Component	Signalling			Telecommunication		
	Signalling Works	Signalling inventory	Integrated testing and Commissioning	Telecommunication Works	Telecomm inventory	Integrated testing and Commissioning
Electronics (PELEX)	****%	****%	—	****%	****%	—
Communication Equipment (PCEQP)	—	—	—	****%	****%	—
Optical Fibre Cable (POFC)	****%	—	—	****%	—	—
30C x 1.5 sq mm signalling cable(S30C)	****%	—	—	****%	—	—
24C x 1.5 sq mm signalling cable (S24C)	****%	—	—	****%	—	—
19Cx 1.5 sq mm signalling cable (S19C)	****%	—	—	****%	—	—
12C x 1.5 sq mm signalling cable (S12C)	****%	—	—	****%	—	—
9C x 1.5 sq mm signalling cable (S9C)	****%	—	—	****%	—	—
6C x 1.5 sq mm signalling cable (S6C)	****%	—	—	****%	—	—
4C x 1.5 sq mm signalling cable (S4C)	****%	—	—	****%	—	—

2C x 1.5 sq mm signalling cable (S2C)	***%	—	—	***%	—	—
12C x 2.5 sq mm signalling cable (S12C2.5)	***%	—	—	***%	—	—
2C x 2.5 sq mm signalling cable (S2C2.5)	***%	—	—	***%	—	—
2C x 25 sq mm signalling cable (S2C25)	***%	—	—	***%	—	—
0.9 mm dia, 6Quad cable (QC)	***%	—	—	***%	—	—
Labour (PLB)	***%	—	***%	***%	***%	***%
Other materials	***%	***%	***%	***%	***%	***%
Total	100%	100%	100%	100%	100%	100%

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

FORMULAE FOR SIGNALING & TELECOM CABLE

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

For Signalling Copper Cables:

$$P_i = P_o + CuF (Cu - Cu_o) + CCF_{Cu}(CC - CC_o) + FeF (Fe - Fe_o)$$

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

$$P_i = P_o + CuF (Cu - Cu_o) + AlF_{Cu}(Al - Al_o) + CCF_{Cu} (CC - Cc_o) + FeF (Fe - Fe_o)$$

For Aluminium Power Cables:

$$P_i = P_o + AlF (Al - Al_o) + CCFAI(CC - CC_o) + FeF (Fe - Fe_o)$$

Where,

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

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

CuF = Variation factor for Copper

Cu_o = Price of copper Rod in Rs. Per MT

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

CCo = Price of PVC Compound in Rs. Per MT

AlF = Variation factor for Aluminium

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

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

FeF = Variation factor for Steel

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

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

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

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

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

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

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

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

Underground Railway Signalling Cable unscreened and armoured copper conductor

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

$$P30C_i = P30C_o + 0.391(Cu - C_{uo}) + 0.557(CC - C_{Co}) + 0.425(Fe - Fe_o)$$

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

- (ii) Size 24C x 1.5 sq.mm

$$P24C_i = P24C_o + 0.313(Cu - C_{uo}) + 0.481(CC - C_{Co}) + 0.398(Fe - Fe_o)$$

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

- (iii) Size 19C x 1.5 sq.mm

$$P19C_i = P19C_o + 0.248(Cu - C_{uo}) + 0.395(CC - C_{Co}) + 0.343(Fe - Fe_o)$$

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

- (iv) Size 12C x 1.5 sq.mm

$$P12C_i = P12C_o + 0.157(Cu - C_{uo}) + 0.277(CC - C_{Cu}) + 0.289(Fe - Fe_o)$$

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

- (v) Size 9C x 1.5 sq.mm

$$P9C_i = P9C_o + 0.117(Cu - C_{uo}) + 0.241(CC - C_{Cu}) + 0.383(Fe - Fe_o)$$

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

- (vi) Size 6C x 1.5 sq.mm

$$P6C_i = P6C_o + 0.078(Cu - C_{uo}) + 0.199(CC - CC_o) + 0.329(Fe - Fe_o)$$

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

(vii) Size 4C x 1.5 sq.mm

$$P4C_i = P4C_o + 0.052(Cu - C_{uo}) + 0.152(CC - CC_o) + 0.277(Fe - Fe_o)$$

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

(viii) Size 2C x 4 sq.mm(multistrand)

$$P2C_i = P2C_o + 0.073(Cu - C_{uo}) + 0.156(CC - CC_o) + 0.3(Fe - Fe_o)$$

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

(ix) Size 12C x 2.5 sq.mm

$$P12C2.5_i = P12C2.5_o + 0.282(Cu - C_{uo}) + 0.371(CC - CC_o) + 0.342(Fe - Fe_o)$$

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

(x) Size 2C x 2.5 sq.mm

$$P2C2.5_i = P2C2.5_o + 0.047(Cu - C_{uo}) + 0.139(CC - CC_o) + 0.277(Fe - Fe_o)$$

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

(xi) Size 2C x 25 sq.mm PVC insulated, armoured, Aluminium power cable

$$P2C25_i = P2C25_o + 0.146(Al - Al_o) + 0.303(CC - CC_o) + 0.306(Fe - Fe_o)$$

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

(xii) For Jelly filled, 0.9mm dia, 6 quad cable

$$PQC_i = PQC_o + 0.135(Al - Al_o) + 0.139(Cu - C_{uo}) + 0.515(CC - C_{co}) + 0.693(Fe - Fe_o)$$

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

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

46A.9: (1) Relevant categories of steel for the purpose of operating Price Variation formula as mentioned in this Clause shall be as under:

SL	Classification	Rates to be used for calculating S _Q or S _B
1.	Reinforcement bars and other rounds	Average of per tonne rates of 10mm dia TMT & 25mm dia TMT; confirming IS1786; Fe 500
2.	All types and sizes of angles, channels and joists	Average of per tonne rates of 'Angle 75x75x6mm, Mild Steel Plate 10mm thickness and Channel 150x75mm; confirming IS2062, E250 Gr "A"
3.	All types and sizes of plates	Average of per tonne rates of 'MS Plates 10mm thickness and 25mm thickness; confirming IS2062, E250 Gr "A"

4.	Any other section of steel not covered in the above categories	Average of price for the 3 categories covered under SL 1, 2 & 3 in this table.
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(2). Relevant city for referring “JPC (Joint Plant Committee)” rates of steel items (SQ /SB) in different Zonal Railways shall be as under :

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

46A.10 Price Variation during Extended Period of Contract

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

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

47. Maintenance of Works: The Contractor shall at all times during the progress and continuance of the works and also for the period of maintenance specified in the Tender Form after the date of issue of the certificate of completion by the Engineer or any other earlier date subsequent to the completion of the works that may be fixed by the Engineer, be responsible for and effectively maintain and uphold in good substantial, sound and perfect condition all and every part of the works and shall make good from time to time and at all times as often as the Engineer shall require, any damage or defect that may during the above period arise in or be discovered or be in any way connected with the works, provided that such damage or defect is not directly caused by errors in the contract documents, act of providence or insurrection or civil riot, and the Contractor shall be liable for and shall pay and make good to the Railway or other persons legally entitled thereto whenever required by the Engineer so to do, all losses, damages, costs and expenses they or any of them may incur or be put or be liable to by reasons or in consequence of the operations of the Contractor or of his failure in any respect.

48.(1) Certificate of Completion of Works: As soon as in the opinion of the Engineer, the work has been completed and has satisfactorily passed any final test or tests that may be prescribed, the

Engineer shall issue a certificate of completion duly indicating the date of completion in respect of the work and the period of maintenance of the work shall commence from the date of completion mentioned in such certificate. The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the Contractor and that there is no due from the Contractor to Railways against the contract concerned.

The Engineer may also issue such a certificate indicating date of completion with respect to any part of the work (before the completion of the whole of work), which has been both completed to the satisfaction of the Engineer and occupied or used by the Railway. When any such certificate is given in respect of part of a work, such part shall be considered as completed and the period of maintenance of such part shall commence from the date of completion mentioned in the completion certificate issued for that part of the work.

48.(2) Contractor not Absolved by Completion Certificate: The Certificate of Completion in respect of the works referred to in Sub-Clause (1) of this Clause shall not absolve the Contractor from his liability to make good any defects imperfections, shrinkages or faults which may appear during the period of maintenance specified in the tender arising in the opinion of the Engineer from materials or workmanship not in accordance with the drawings or specifications or instruction of the Engineer, which defects, imperfections, shrinkages or faults shall upon the direction in writing of the Engineer be amended and made good by the Contractor at his own cost; and in case of default on the part of Contractor, the Engineer may employ labour and materials or appoint another Contractor to amend and make good such defects, imperfections, shrinkages and faults and all expenses consequent thereon and incidental thereto shall be borne by the Contractor and shall be recoverable from any moneys due to him under the contract.

48(3) Final Supplementary Agreement: After the work is completed or otherwise concluded by the parties with mutual consent, and taken over by the Railway as per terms and conditions of the contract agreement, and there is unequivocal no claim on either side under the Contract other than as mentioned in item 4 of Annexure XIV, the parties shall execute the Final Supplementary Agreement as per Annexure XIV.

49. Approval only by Maintenance Certificate: No certificate other than Maintenance Certificate, if applicable, referred to in Clause 50 of the Conditions shall be deemed to constitute approval of any work or other matter in respect of which it is issued or shall be taken as an admission of the due performance of the contract or any part thereof.

50.(1) Maintenance Certificate: The Contract shall not be considered as completed until a Maintenance Certificate, if applicable, shall have been signed by the Engineer stating that the works have been completed and maintained to his satisfaction. The Maintenance Certificate shall be given by the Engineer upon the expiration of the period of maintenance or as soon thereafter as any works ordered during such period pursuant to Sub Clause (2) to Clause 48 of these Conditions shall have been completed to the satisfaction of the Engineer, and full effect shall be given to this Clause notwithstanding the taking possession of or using the works or any part thereof by the Railway.

The Competent Authority to issue above Maintenance Certificate shall normally be the authority who is competent to sign the contract. If this Competent Authority is of the rank lower than JA Grade, then a JA Grade Officer (concerned with the work) should issue the Certificate. The Certificate, inter

alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the Contractor and that there is no due from the Contractor to Railways against the contract concerned

50.(2) Cessation of Railway's Liability: The Railway shall not be liable to the Contractor for any matter arising out of or in connection with the contract for execution of the works unless the Contractor has made a claim in writing in respect thereof before the issue of the Maintenance Certificate under this clause.

50.(3) Unfulfilled Obligations: Notwithstanding the issue of the Maintenance Certificate the Contractor and (subject to Sub-Clause (2) of this Clause) the Railway shall remain liable for the fulfillment of any obligation incurred under the provision of the contract prior to the issue of the Maintenance Certificate which remains unperformed at the time such Certificate is issued and for the purposes of determining the nature and extent of any such obligations, the contract shall be deemed to remain in force between the parties thereto.

51.(1) Final Payment: On the Engineer's certificate of completion in respect of the works, adjustment shall be made and the balance of account based on the Engineer or the Engineer's representative's certified measurements or Engineer's certified "contractor's authorized engineer's measurements" of the total quantity of work executed by the Contractor upto the date of completion and on the rates accepted in Bill(s) of Quantities and for extra works on rates determined under Clause 39 of these Conditions shall be paid to the Contractor subject always to any deduction which may be made under these presents and further subject to the Contractor having signed delivered to the Engineer enclosing either a full account in detail of all claims he may have on the Railway in respect of the works or having delivered No Claim Certificate and the Engineer having after the receipt of such account given a certificate in writing that such claims are not covered under excepted matter i.e. Clauses 7(j), 8, 18, 22(5), 39.1, 39.2, 40A, 43(2), 45(i)(a), 55, 55-A(5), 57, 57A, 61(1), 61(2) and 62(1), 63(iv) and 63.2.11 of the Standard General Conditions of Contract or in any Clause (stated as excepted matter) of the Special Conditions of the Contract, that the whole of the works to be done under the provisions of the Contracts have been completed, that they have been inspected by him since their completion and found to be in good and substantial order, that all properties, works and things, removed, disturbed or injured in consequence of the works have been properly replaced and made good and all expenses and demands incurred by or made upon the Railway for or in the respect of damage or loss by from or in consequence of the works, have been satisfied agreeably and in conformity with the contract.

51.(2) Post Payment Audit: It is an agreed term of contract that the Railway reserves to itself the right to carry out a post-payment audit and/ or technical examination of the works and the Final Bill including all supporting vouchers, abstracts etc. and to make a claim on the Contractor for the refund of any excess amount paid to him till the release of security deposit or settlement of claims, whichever is later, if as a result of such examination any over-payment to him is discovered to have been made in respect of any works done or alleged to have been done by him under the contract.

51-A. Production of Vouchers etc. by the Contractor:

- (i) For a contract of more than one crore of rupees, the Contractor shall, whenever required, produce or cause to be produced for examination by the Engineer any quotation, invoice, cost

or other account, book of accounts, voucher, receipt, letter, memorandum, paper of writing or any copy of or extract from any such document and also furnish information and returns verified in such manner as may be required in any way relating to the execution of this contract or relevant for verifying or ascertaining cost of execution of this contract (the decision of the Engineer on the question of relevancy of any documents, information or return being final and binding in the parties). The Contractor shall similarly produce vouchers etc., if required to prove to the Engineer, that materials supplied by him, are in accordance with the specifications laid down in the contract.

- (ii) If any portion of the work in a contract of value more than one crore of rupees be carried out by a sub-contractor or any subsidiary or allied firm or company (as per Clause 7 of the Standard General Conditions of Contract), the Engineer shall have power to secure the books of such sub-contract or any subsidiary or allied firm or company, through the Contractor, and such books shall be open to his inspection.
- (iii) The obligations imposed by Sub Clause (i) & (ii) above is without prejudice to the obligations of the Contractor under any statute rules or orders binding on the Contractor.

52. Withholding and Lien in Respect of Sums Claimed: Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the Contractor, the Railway shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any, deposited by the Contractor and for the purpose aforesaid, the Railway shall be entitled to withhold the said cash Security Deposit or the Security if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Contractor, the Railway shall be entitled to withhold and have a lien to the extent of the such claimed amount or amounts referred to supra, from any sum or sums found payable or which at any time thereafter may become payable to the Contractor under the same contract or any other contract with this or any other Railway or any Department of the Central Government pending finalization or adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above, by the Railway will be kept withheld or retained as such by the Railways till the claim arising out of or under the contract is determined by the arbitrator (if the contract governed by the Arbitration Clause) or by the competent court as the case may be and that the Contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to supra and duly notified as such to the Contractor. For the purpose of this clause, where the Contractor is a partnership firm or a company, the Railway shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner / company, as the case may be whether in his individual capacity or otherwise.

52-A Lien in Respect of Claims in other Contracts:

- (i) Any sum of money due and payable to the Contractor (including the Security Deposit returnable to him) under the contract may be withheld or retained by way of lien by the Railway, against any claim of this or any other Railway or any other Department of the Central

Government in respect of payment of a sum of money arising out of or under any other contract made by the Contractor with this or any other Department of the Central Government.

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

53. Signature on Receipts for Amounts: Every receipt for money which may become payable or for any security which may become transferable to the Contractors under these presents, shall, if signed in the partnership name by anyone of the partners of a Contractor's firm be a good and sufficient discharge to the Railway in respect of the moneys or security purported to be acknowledged thereby and in the event of death of any of the Contractor, partners during the pendency of the contract, it is hereby expressly agreed that every receipt by anyone of the surviving Contractor partners shall if so signed as aforesaid be good and sufficient discharge as aforesaid provided that nothing in this Clause contained shall be deemed to prejudice or effect any claim which the Railway may hereafter have against the legal representative of any Contractor partner so dying for or in respect to any breach of any of the conditions of the contract, provided also that nothing in this clause contained shall be deemed to prejudice or effect the respective rights or obligations of the Contractor partners and of the legal representatives of any deceased Contractor partners interse.

LABOUR

54. Wages to Labour: The Contractor shall be responsible to ensure compliance with the provision of the Minimum Wages Act, 1948 (hereinafter referred to as the "said Act") and the Rules made thereunder in respect of any employees directly or through petty Contractors or sub-contractors employed by him for the purpose of carrying out this contract.

If, in compliance with the terms of the contract, the Contractor supplied any labour to be used wholly or partly under the direct orders and control of the Railways whether in connection with any work being executed by the Contractor or otherwise for the purpose of the Railway such labour shall, for the purpose of this Clause, still be deemed to be persons employed by the Contractor.

If any moneys shall, as a result of any claim or application made under the said Act be directed to be paid by the Railway, such money shall be deemed to be moneys payable to the Railway by the Contractor and on failure by the Contractor to repay the Railway any moneys paid by it as aforesaid within seven days after the same shall have been demanded, the Railways shall be entitled to recover the same from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India.

54-A. Apprentices Act: The Contractor shall be responsible to ensure compliance with the provisions of the Apprentices Act, 1961 and the Rules and Orders issued thereunder from time to time in respect of apprentices directly or through petty Contractors or sub-contractors employed by him for the purpose of carrying out the Contract.

If the Contractor directly or through petty Contractors or sub-contractors fails to do so, his failure will be a breach of the contract and the Railway may, in its discretion, rescind the contract. The Contractor shall also be liable for any pecuniary liability arising on account of any violation of the provisions of the Act.

55. Provisions of Payments of Wages Act: The Contractor shall comply with the provisions of the Payment of Wages Act, 1936 and the rules made thereunder in respect of all employees employed by him either directly or through petty Contractors or sub-contractors in the works. If in compliance with the terms of the contract, the Contractor directly or through petty Contractors or sub-contractors shall supply any labour to be used wholly or partly under the direct orders and control of the Engineer whether in connection with the works to be executed hereunder or otherwise for the purpose of the Engineer, such labour shall nevertheless be deemed to comprise persons employed by the Contractor and any moneys which may be ordered to be paid by the Engineer shall be deemed to be moneys payable by the Engineer on behalf of the Contractor and the Engineer may on failure of the Contractor to repay such money to the Railways deduct the same from any moneys due to the Contractor in terms of the contract. The Railway shall be entitled to recover the same from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India all moneys paid or payable by the Railway by way of compensation of aforesaid or for costs of expenses in connection with any claim thereto and the decision of the Engineer upon any question arising out of the effect or force of this Clause shall be final and binding upon the Contractor.

55-A. Provisions of Contract Labour (Regulation and Abolition) Act, 1970:

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

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

55-A.(3) The Contractor shall pay to the labour employed by him directly or through sub-contractors the wages as per provision of the aforesaid Act and the Rules wherever applicable. The

Contractor shall notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to labour, indirectly engaged on the works including any engaged by sub-contractors in connection with the said work, as if the labour had been immediately employed by him.

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

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

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

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

- (a) Contractor shall apply for onetime registration of his company/firm etc. in the Shramikkalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration in the portal within 7 days of receipt of such request.
- (b) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all Letter of Acceptances (LoAs) issued in his favour.
- (c) The contractor once registered on the portal, shall provide details of his Letter of Acceptances (LoAs) / Contract Agreements on shramikkalyan portal within 15 days of issue

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

- (d) After approval of LoA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramikkalyan portal on monthly basis.
- (e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.

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

55-D. Provisions of "The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996" and "The Building and Other Construction Workers' Welfare Cess Act, 1996":

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

56. Reporting of Accidents: The Contractor shall be responsible for the safety of all employees directly or through petty Contractors or sub-contractor employed by him on the works and shall report serious accidents to any of them however and wherever occurring on the works to the Engineer or the Engineers Representative and shall make every arrangement to render all possible assistance.

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

57-A. Provision of Mines Act: The Contractor shall observe and perform all the provisions of the Mines Act, 1952 or any statutory modifications or re-enactment thereof for the time being in force

and any rules and regulations made thereunder in respect of all the persons directly or through the petty Contractors or sub-contractors employed by him under this contract and shall indemnify the Railway from and against any claims under the Mines Act, or the rules and regulations framed thereunder, by or on behalf of any persons employed by him or otherwise.

58. Railway not to Provide Quarters for Contractors: No quarters shall normally be provided by the Railway for the accommodation of the Contractor or any of his staff employed on the work. In exceptional cases where accommodation is provided to the Contractor at the Railway's discretion, recoveries shall be made at such rates as may be fixed by the Railway for the full rent of the buildings and equipments therein as well as charges for electric current, water supply and conservancy.

59.(1) Labour Camps: The Contractor shall at his own expense make adequate arrangements for the housing, supply of drinking water and provision of latrines and urinals for his staff and workmen, directly or through the petty Contractors or sub-contractors and for temporary creche (Bal-Mandir) where 50 or more women are employed at a time. Suitable sites on Railway land, if available, may be allotted to the Contractor for the erection of labour camps, either free of charge or on such terms and conditions that may be prescribed by the Railway. All camp sites shall be maintained in clean and sanitary conditions by the Contractor at his own cost.

59.(2) Compliance to Rules for Employment of Labour: The Contractor(s) shall conform to all laws, bye-laws rules and regulations for the time being in force pertaining to the employment of local or imported labour and shall take all necessary precautions to ensure and preserve the health and safety of all staff employed directly or through petty contractors or sub-contractors on the works.

59.(3) Preservation of Peace: The Contractor shall take requisite precautions and use his best endeavours to

(i) Prevent any riotous or unlawful behaviour by or amongst his workmen and other employed directly or through the petty Contractors or sub-contractors on the works and for the preservation of peace and protection of the inhabitants and

(ii) Security of property in the neighbourhood of the works. In the event of the Railway requiring the maintenance of a Special Police Force at or in the vicinity of the site during the tenure of works, the expenses thereof shall be borne by the Contractor and if paid by the Railway shall be recoverable from the Contractor.

59.(4) Sanitary Arrangements: The Contractor shall obey all sanitary rules and carry out all sanitary measures that may from time to time be prescribed by the Railway Medical Authority and permit inspection of all sanitary arrangements at all times by the Engineer, the Engineer's Representative or the Medical Staff of the Railway. Should the Contractor fail to make the adequate sanitary arrangements, these will be provided by the Railway and the cost thereof recovered from the Contractor.

59.(5) Outbreak of Infectious Disease: The Contractor shall remove from his camp such labour and their families as refuse protective inoculation and vaccination when called upon to do so by the Engineer or the Engineer's Representative on the advice of the Railway Medical Authority. Should cholera, plague, or other infectious disease break out, the Contractor shall burn the huts, beddings,

clothes and other belongings of or used by the infected parties and promptly erect new huts on healthy sites as required by the Engineer, failing which within the time specified in the Engineer's requisition, the work may be done by the Railway and the cost thereof recovered from the Contractor.

59.(6) Treatment of Contractor's Staff in Railway Hospitals: The Contractor and his staff, other than labourers and their families requiring medical aid from the railway hospital and dispensaries will be treated as private patients and charged accordingly. The Contractors' labourers and their Families will be granted free treatment in railway hospitals and dispensaries where no other hospitals or dispensaries are available provided the Contractor pays the cost of medicines, dressing and diet money according to the normal scale and additional charges for special examinations such as pathological and bacteriological examination, X-Ray, etc. and for surgical operation.

59. (7) Medical Facilities at Site: The Contractor shall provide medical facilities at the site as may be prescribed by the Engineer on the advice of the Railway Medical Authority in relation to the strength of the Contractor's resident staff and workmen.

59. (8) Use of Intoxicants: The sale of ardent spirits or other intoxicating beverages upon the work or in any of the buildings, encampments or tenements owned, occupied by or within the control of the Contractor or any of his employees shall be forbidden and the Contractor shall exercise his influence and authority to the utmost extent to secure strict compliance with this condition.

59.(9) Restrictions on the Employment of Retired Engineers of Railway Services Within One Year of their Retirement: The Contractor shall not, if he is a retired Government Engineer of Gazetted rank, himself engage in or employ or associate a retired Government Engineer of Gazetted rank, who has not completed one year from the date of retirement, in connection with this contract in any manner whatsoever without obtaining prior permission of the President and if the Contractor is found to have contravened this provision it will constitute a breach of contract and administration will be entitled to terminate the contract and forfeit his Performance Guarantee as well as Security Deposit.

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

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

60.(3) Period of Validity of Medical Fitness Certificate: A certificate of fitness granted or renewed for the above said purposes shall be valid only for a period of one year at a time. The

certifying surgeon shall revoke a certificate granted or renewed if in his opinion the holder of it, is no longer fit for work in the capacity stated therein. Where a certifying surgeon refuses to grant or renew a certificate or revoke a certificate, he shall, if so required by the person concerned, state his reasons in writing for doing so.

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

EXPLANATIONS:

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

DETERMINATION OF CONTRACT

61.(1) Right of Railway to Determine the Contract: The Railway shall be entitled to determine and terminate the contract at any time should, in the Railway's opinion, the cessation of work becomes necessary owing to paucity of funds or from any other cause whatever, in which case the value of approved materials at site and of work done to date by the Contractor will be paid for in full at the rate specified in the contract. Notice in writing from the Railway of such determination and the reasons therefor shall be conclusive evidence thereof.

61.(2) Payment on Determination of Contract: Should the contract be determined under sub clause (1) of this clause and the Contractor claims payment for expenditure incurred by him in the expectation of completing the whole of the work, the Railways shall admit and consider such claims as are deemed reasonable and are supported by vouchers to the satisfaction of the Engineer. The Railway's decision on the necessity and propriety of such expenditure shall be final and conclusive.

61.(3) The Contractor shall have no claim to any payment of compensation or otherwise, howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of determination of contract.

62.(1) Determination of Contract owing to Default of Contractor:

If the Contractor should:

- (i) Becomes bankrupt or insolvent, or

- (ii) Make an arrangement for assignment in favour of his creditors, or agree to carry out the contract under a Committee of Inspection of his creditors, or
- (iii) Being a Company or Corporation, go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or
- (iv) Have an execution levied on his goods or property on the works, or
- (v) Assign the contract or any part thereof otherwise than as provided in Clause 7 of these Conditions, or
- (vi) Abandon the contract, or
- (vii) Persistently disregard the instructions of the Engineer, or contravene any provision of the contract, or
- (viii) Fail to adhere to the agreed programme of work by a margin of 10% of the stipulated period, or
- (ix) Fail to Execute the contract documents in terms of Para 8 of the Instructions to Tenderers.
- (x) Fail to submit the documents pertaining to identity of JV and PAN in terms of Para 17.11 of Tender Form (Second Sheet) of Annexure I available in the Instructions to Tenderers.
- (xi) Fail to remove materials from the site or to pull down and replace work after receiving from the Engineer notice to the effect that the said materials or works have been condemned or rejected under Clause 25 and 27 of these Conditions, or
- (xii) Fail to take steps to employ competent or additional staff and labour as required under Clause 26 of these Conditions, or
- (xiii) Fail to afford the Engineer or Engineer's representative proper facilities for inspecting the works or any part thereof as required under Clause 28 of these Conditions, or
- (xiv) Promise, offer or give any bribe, commission, gift or advantage either himself or through his partner, agent or servant to any officer or employee of the Railway or to any person on his or on their behalf in relation to the execution of this or any other contract with this Railway.
- (xv) Fail to adhere to the provisions of Para 16 of Tender Form (Second Sheet) of Annexure I of the Instructions to Tenderers, or provision Clause 59(9) of these Conditions.
- (xvi) Submits copy of fake documents / certificates in support of credentials, submitted by the tenderer

Then and in any of the **said Clause**, the Engineer on behalf of the Railway may serve the Contractor with a notice (Proforma at Annexure-IX) in writing to that effect and if the Contractor does not within seven days after the delivery to him of such notice proceed to make good his default in so far as the same is capable of being made good and carry on the work or comply with such directions as aforesaid of the entire satisfaction of the Engineer, the Railway shall be entitled after giving 48 hours' notice (Proforma at Annexure-X or XII, as the case may be) in writing under the hand of the Engineer to rescind the contract as a whole or in part or parts (as may be specified in such notice) and after expiry of 48 hours' notice, a final termination notice (Proforma at Annexure-XI or XIII, as the case may be) should be issued.

Note: Engineer at his discretion may resort to the part termination of contract with notices (Proforma at Annexure- IX, XII and XIII), only in cases where progress of work is more than or equal to 80% of the original scope of work.

62.(2) Right of Railway after Rescission of Contract owing to Default of Contractor: In the event of any or several of the courses, referred to in Sub-Clause (1) of this Clause, being adopted:

(a) The Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any commitments or made any advances on account of or with a view to the execution of the works or the performance of the contract and Contractor shall not be entitled to recover or be paid any sum for any work thereto for actually performed under the contract unless and until the Engineer shall have certified the performance of such work and the value payable in respect thereof and the Contractor shall only be entitled to be paid the value so certified.

(b) In the contract which has been rescinded as a whole, the Security Deposit already with railways under the contract shall be encashed/ forfeited and the Performance Guarantee already submitted for the contract shall be encashed. The balance work shall be got done independently without risk & cost of the failed Contractor. The failed Contractor shall be debarred from participating in the tender for executing the balance work. If the failed Contractor is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm.

Further the authorized representative of failed Contractor cannot be accepted as authorized representative in new contract.

(c) In the contract rescinded in part or parts,

(i) The full Performance Guarantee available for the contract shall be recovered. No additional Performance Guarantee shall be required for balance of work being executed through the part terminated contract. The contract value of part terminated contract stands reduced to the balance value of work under the contract.

(ii) The Security Deposit of part terminated contract shall be dealt as per clause 16(2) of these Conditions.

(iii) The defaulting Contractor shall not be issued any completion certificate for the contract.

(iv) The balance work shall be got done independently without risk & cost of the failed Contractor. The failed Contractor shall be debarred from participating in the tender for executing the balance work. If the failed Contractor is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm.

(v) Further the authorized representative of failed Contractor will not be accepted as authorized representative in new contract.

(d) The Engineer or the Engineer's Representative shall be entitled to take possession of any materials, tools, implements, machinery and buildings on the works or on the property on which these are being or ought to have been executed, and to retain and employ the same in the further execution of the works or any part thereof until the completion of the works without the Contractor being entitled to any compensation for the use and employment thereof or for wear and tear or destruction thereof.

(e) The Engineer shall as soon as may be practicable after removal of the Contractor fix and determine ex-parte or by or after reference to the parties or after such investigation or enquiries as he may consider fit to make or institute and shall certify what amount (if any) had at the time of rescission of the contract been reasonably earned by or would reasonably accrue to the Contractor in respect of the work then actually done by him under the contract and what was the value of any unused, or partially used materials, any constructional plant and any temporary works upon the site. The legitimate amount due to the Contractor after making necessary deductions and certified by the Engineer should be released expeditiously.

SETTLEMENT OF DISPUTES – INDIAN RAILWAY ARBITRATION AND CONCILIATION RULES

63. Conciliation of Disputes:

- (i) This clause is applicable in the tender having advertised value less than or equal to Rs 50 Crore.
- (ii) All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the Contractor to the "Chief Engineer" or "Divisional Railway Manager" through "Notice of Dispute" provided that no such notice shall be served later than 30 days after the date of issue of Completion Certificate by the Engineer. Chief Engineer or Divisional Railway Manager shall, within 30 days after receipt of the Contractor's "Notice of Dispute", notify the name of conciliator(s) to the Contractor.
- (iii) The Conciliator(s) shall assist the parties to reach an amicable settlement in an independent and impartial manner within the terms of contract.
- (iv) If the parties reach agreement on a settlement of the dispute, they shall draw up and sign a written settlement agreement duly signed by Engineer In-charge, Contractor and conciliator(s). When the parties sign the settlement agreement, it shall be final and binding on the parties.
- (v) The parties shall not initiate, during the conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings.
- (vi) The conciliation proceedings shall be terminated as per Section 76 of 'The Arbitration and Conciliation Act, 1996.

63.1 Matters Finally Determined by the Railway: All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the Contractor to the GM and the GM shall, within 120 days after receipt of the Contractor's representation, make and notify decisions on all matters referred to by the Contractor in writing provided that matters for which provision has been made in Clauses 7(j), 8, 18, 22(5), 39.1, 39.2, 40A, 43(2), 45(i)(a), 55, 55-A(5), 57, 57A, 61(1), 61(2), 62(1), 63(iv) and 63.2.11 of the Standard General Conditions of Contract or in any Clause (stated as excepted matter) of the Special Conditions of the Contract, shall be deemed as 'excepted matters' (matters not arbitrable) and

decisions of the Railway authority, thereon shall be final and binding on the Contractor; provided further that 'excepted matters' shall stand specifically excluded from the purview of the Dispute Adjudication Board (DAB) and Arbitration.

63.2 Dispute Adjudication Board (DAB): This clause is applicable in the tender having advertised value more than Rs 50 Crore.

63.2.1 Any dispute/s if not settled with the Engineer, shall be referred to DAB.

The DAB shall consist of a panel of three Retired Railway Officers, retired not below senior administrative grade (SAG). The DAB shall be formed within 90 days of signing of Contract Agreement. For this purpose, a panel of DAB members shall be maintained in the General Manager's office. The complete panel, which shall not be less than five members, shall be sent by Chief Engineer to the Contractor to nominate one member of the DAB from the panel as Contractor's nominee within two weeks of receipt of the panel. On receipt of Contractor's nominee, the Chief Engineer shall nominate one member from the same panel as Railway nominee for the DAB. Both above nominees shall jointly select presiding member of the DAB from the same panel.

63.2.2 The appointment of DAB shall be effectuated by way of a tri-partite agreement among the Railway, Contractor and the respective DAB members. The terms of the remuneration of each member shall be as fixed by Ministry of Railways from time to time. Each party shall be responsible for paying one-half of this remuneration.

63.2.3 If one or more of the members appointed refuses to act as DAB member, or is unable or unwilling to perform his functions as DAB member for any reason whatsoever or dies or in the opinion of the Chief Engineer fails to act without undue delay, the parties shall terminate the mandate of such DAB member and thereupon new DAB member shall be appointed in the same manner, as the outgoing DAB member had been appointed.

63.2.4 The appointment of any member may be terminated by mutual agreement of both Parties, but not by the Railway or the Contractor acting alone. Unless otherwise agreed by both the Parties, the appointment of the DAB (including each member) shall expire upon expiry of this Contract Agreement.

63.2.5 Before start of DAB proceedings, each DAB member shall give the following certificate to the Railway and the Contractor:

"I have no any past or present relationship in relation to the subject matter in dispute, whether financial, business, professional or other kind. Further, I have no any past or present relationship with or interest in any of the parties whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to my independence or impartiality."

63.2.6 DAB proceedings shall be conducted as decided by the DAB. The DAB shall give its decision within 90 days of a Dispute referred to it by any of the Parties, duly recording the reasons before arriving at the decision. The DAB shall decide the issue within terms and conditions of the contract. This time limit shall be extendable subject to the Parties mutual agreement.

63.2.7 The DAB decision shall not be binding on both the Parties. In case any party is not satisfied by the decision of DAB, then the aggrieved party may approach Arbitral Tribunal for arbitration proceedings.

63.2.8 No dispute shall be referred to Arbitral Tribunal unless the same has been referred to DAB for adjudication. However, in case DAB is not formed due to any reason, the disputes can be directly referred to Arbitral Tribunal to adjudicate the dispute.

63.2.9 In the specific cases of any misconduct by any of the members of the DAB, the parties shall have the right to specifically bring it to the notice of the DAB such conduct, through a statement filed with necessary documents in proof of such misconduct and the DAB, after taking NOTICE of such conduct initiate the replacement of the member concerned, in the same manner the member to be replaced was appointed.

63.2.10 Once the decision is given by DAB, DAB cannot review the decision at its own or on the request of one party, unless both parties agree for review of decision by DAB.

63.2.11 In case DAB decision is not challenged by either party within 180 days of receipt of decision of DAB, the decision shall be considered as final and parties would be barred for referring the same to Arbitral Tribunal for adjudication.

63.2.12 The obligation of the Railway and the Contactor shall not be altered by reasons of issue being or under reference to DAB.

63.2.13 The DAB shall conduct the proceedings at any convenient venue which shall be decided by DAB in consultations with parties.

63.2.14 It is a term of this contract that the Parties shall not approach any Court of Law for settlement of such disputes or differences unless an attempt has first been made by the parties to settle such disputes or differences through DAB and Arbitral Tribunal.

64.(1) : Demand for Arbitration:

64.(1)(i)(a): In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question, dispute or difference on any account or as to the withholding by the Railway of any certificate to which the Contractor may claim to be entitled to, or if the Railway fails to make a decision within 120 days, then and in any such case, but except in any of the "excepted matters" referred to in Clause 63.1 of these Conditions, the Contractor, after 120 days but within 180 days of his presenting his final claim on disputed matters shall demand in writing that the dispute or difference be referred to arbitration.

64.(1)(i)(b): Arbitration as a method of dispute resolution should not be routinely or automatically included in procurement contracts/tenders, especially in large contracts.

64.(1)(i)(c): As a norm, arbitration as a method of dispute resolution may be restricted to disputes with a value less than Rs. 10 crore. This figure is with reference to the value of the dispute (not the value of the contract, which may be much higher).

64.(1) (i)(d): Inclusion of arbitration clauses covering disputes with a value exceeding Rs. 10 crore, should be based on careful application of mind and recording of reasons and with the approval of an officer not below the rank of Senior Administrative Grade (SAG) or the Accepting Authority of the tender whichever is higher.

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64.(1)(ii)(a): The demand for arbitration shall specify the matters which are in question, or subject of the dispute or difference as also the amount of claim item-wise. Only such dispute or difference, in respect of which the demand has been made, together with counter claims or set off, given by the Railway, shall be referred to arbitration and other matters shall not be included in the reference.

64.(1)(ii)(b): The parties may waive off the applicability of Sub-Section 12(5) of Arbitration and Conciliation (Amendment) Act 2015, if they agree for such waiver in writing, after dispute having arisen between them, in the format given under Annexure XV of these conditions.

64.(1)(iii)(a): The Arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by the Railway.

64.(1)(iii)(b): The claimant shall submit his claims stating the facts supporting the claims along with all the relevant documents and the relief or remedy sought against each claim within a period of 30 days from the date of appointment of the Arbitral Tribunal.

64.(1)(iii)(c): The Railway shall submit its defence statement and counter claim(s), if any, within a period of 60 days of receipt of copy of claims from Tribunal, unless otherwise extension has been granted by Tribunal.

64.(1)(iii)(d): Place of Arbitration: The place of arbitration would be within the geographical limits of the Division of the Railway where the cause of action arose or the Headquarters of the concerned Railway or any other place with the written consent of both the parties.

64.(1)(iv): No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defense thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.

64.(1)(v): If the Contractor(s) does/do not prefer his/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the Railways that the final bill is ready for payment, he/they will be deemed to have waived his/their claim(s) and the Railway shall be discharged and released of all liabilities under the contract in respect of these claims.

64.(2): Obligation During Pendency of Arbitration: Work under the contract shall, unless otherwise directed by the Engineer, continue during the arbitration proceedings, and no payment due or payable by the Railway shall be withheld on account of such proceedings, provided, however, it shall be open for Arbitral Tribunal to consider and decide whether or not such work should continue during arbitration proceedings.

64.(3) : Appointment of Arbitrator:

~~64.(3)(a) : Appointment of Arbitrator where applicability of section 12 (5) of Arbitration and Conciliation Act has been waived off:~~

64.(3)(a): The Arbitral Tribunal shall consist of a panel of three arbitrators. General Manager/Additional General Manager will appoint two arbitrators, one railway nominee and other from among the contractor's nominee. Contractor can recommend his nominee either from approved panel of Railways or from approved panel of Indian Council of Arbitration (ICA) within 30 days from the date of dispatch of approval of written and valid acceptance of demand for arbitration by the General Manager/Additional General Manager.

~~64.(3)(a)(i): In cases where the total value of all claims in question added together does not exceed ₹ 1,00,00,000/- (Rupees One Crore), the Arbitral Tribunal shall consist of a Sole Arbitrator who shall be a Gazetted Officer of Railway not below Junior Administrative Grade, nominated by the General Manager. The sole arbitrator shall be appointed within 60 days from the day when a written and valid demand for arbitration is received by General Manager~~

64.(3)(a)(i): If contractor wants to choose his nominee from Railway panel, the Railway will send a panel of at least four (4) names of retired Railway Officers empanelled to work as Arbitrator within 30 days from the day when a written and valid demand for arbitration is received by the General Manager/Additional General Manager. Contractor will be asked to suggest to General Manager/Additional General Manager at least 2 names out of the panel for appointment as Contractor's nominee within 30 days from the date of dispatch of the request by Railway. The General Manager/Additional General Manager shall appoint at least one out of them as the Contractor's nominee within 30 days from the receipt of the names of Contractor's nominees. The railway panel shall be provided free of cost to the contractor.

~~64.(3)(a)(ii): In cases not covered by the Clause 64(3)(a)(i), the Arbitral Tribunal shall consist of a panel of three Gazetted Railway Officers not below Junior Administrative Grade or 2 Railway Gazetted Officers not below Junior Administrative Grade and a retired Railway Officer, retired not below the rank of Senior Administrative Grade Officer, as the arbitrators. For this purpose, the Railway will send a panel of at least four (4) names of Gazetted Railway Officers of one or more departments of the Railway which may also include the name(s) of retired Railway Officer(s) empanelled to work as Railway Arbitrator to the Contractor within 60 days from the day when a written and valid demand for arbitration is received by the General Manager.~~

~~Contractor will be asked to suggest to General Manager at least 2 names out of the panel for appointment as Contractor's nominee within 30 days from the date of dispatch of the request by Railway. The General Manager shall appoint at least one out of them as the Contractor's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the 'presiding arbitrator' from amongst the 3 arbitrators so appointed. General Manager shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of Contractor's nominees. While nominating the arbitrators, it will be necessary to ensure that one of them is from the Accounts Department. An officer of Selection Grade of the Accounts Department shall be considered of equal status to the officers in Senior Administrative Grade of other departments of the Railway for the purpose of appointment of arbitrator~~

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64.(3)(a)(ii): If contractor wants to choose his nominee from Indian Council of Arbitration panel, Contractor will send at least 2 names of Arbitrators from the ICA panel for appointment as Contactor's nominee within 30 days from the date of dispatch of the request by Railway. The General Manager/Additional General Manager shall appoint at least one out of them as the Contactor's nominee within 30 days from the receipt of the names of Contractor's nominees. Nomination and appointment of arbitrators from ICA panel shall be as per the ICA Rules for Domestic Commercial Arbitration and amended from time to time.

Some general guidelines of ICA Rules for Domestic Commercial Arbitration are as under:-

- i. Contractor may access the ICA's panel of arbitration through ICA's official webpage:
<https://icaindia.co.in/pdf/Engineers.pdf>.
- ii. A formal request for nomination shall be submitted to ICA, accompanied by:
 - a. A brief Statement of Claim outlining the nature and quantum of the disputes.
 - b. A copy of the relevant contract and any supporting documents.
 - c. A copy of the notice intimating the other party of the initiation of arbitration proceedings, with proof of delivery (if any).
- iii. Ad-hoc appointment fees for the nomination and appointment of arbitrators shall be as per the ICA Rules for Domestic Commercial Arbitration and revised from time to time and shall be submitted along with the request.

64.3.(a).iii: The serving railway officer working in arbitral tribunal in the ongoing arbitration cases as per clause 64.(3)(a)(i) and clause 64.(3)(a)(ii) above, can continue as arbitrator in the tribunal even after his retirement.

~~64.(3)(b): Appointment of Arbitrator where applicability of Section 12 (5) of Arbitration and Conciliation Act has not been waived off:~~

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64.(3)(b): Two selected arbitrators are free to select presiding arbitrator (3rd arbitrator) within thirty (30) days from the date of their appointment. The presiding arbitrator may be selected from approved panel of Railways or approved panel of Indian Council of Arbitration (as per mutual agreement), which will be approved by General Manager/Additional General Manager. General Manager/Additional General Manager shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of all the three arbitrators.

(i) In cases where the total value of all claims in question added together does not exceed ₹ 50,00,000/- (Rupees Fifty Lakh), the Arbitral Tribunal shall consist of a Retired Railway Officer, retired not below the rank of Senior Administrative Grade Officer, as the arbitrator. For this purpose, the Railway will send a panel of at least four (4) names of retired Railway Officer(s) empanelled to work as Railway Arbitrator duly indicating their retirement dates to the Contractor within 60 days from the day when a written and valid demand for arbitration is received by the General Manager.

Contractor will be asked to suggest to General Manager at least 2 names out of the panel for appointment as arbitrator within 30 days from the date of dispatch of the request by Railway. The

General Manager shall appoint at least one out of them as the arbitrator within 30 days from the receipt of the names of Contractor's nominees.

(ii) In cases where the total value of all claims in question added together exceed ₹ 50,00,000/- (Rupees Fifty Lakh), the Arbitral Tribunal shall consist of a Panel of three (3) retired Railway Officer, retired not below the rank of Senior Administrative Grade Officer, as the arbitrators. For this purpose, the Railway will send a panel of at least four (4) names of retired Railway Officer(s) empanelled to work as Railway Arbitrator duly indicating their retirement date to the Contractor within 60 days from the day when a written and valid demand for arbitration is received by the General Manager.

Contractor will be asked to suggest to General Manager at least 2 names out of the panel for appointment as Contractor's nominee within 30 days from the date of dispatch of the request by Railway. The General Manager shall appoint at least one out of them as the Contractor's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the 'Presiding Arbitrator' from amongst the 3 arbitrators so appointed. General Manager shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of Contractor's nominees. While nominating the arbitrators, it will be necessary to ensure that one of them has served in the Accounts Department.

64.(3)(c)(i): If one or more of the arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator, or vacates his/their office/offices or is/are unable or unwilling to perform his functions as arbitrator for any reason whatsoever or dies or in the opinion of the General Manager/**Additional General Manager** fails to act without undue delay, the General Manager/**Additional General Manager** shall appoint new arbitrator/arbitrators to act in his/their place in the same manner in which the earlier arbitrator/arbitrators had been appointed. Such re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator (s).

64.(3) (c) (ii): (a) The Arbitral Tribunal shall have power to call for such evidence by way of affidavits or otherwise as the Arbitral Tribunal shall think proper, and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitral Tribunal to make the award without any delay. The proceedings shall normally be conducted on the basis of documents and written statements.

(b) Before proceeding into the merits of any dispute, the Arbitral Tribunal shall first decide and pass its orders over any plea submitted/objections raised by any party, if any, regarding appointment of Arbitral Tribunal, validity of arbitration agreement, jurisdiction and scope of the Tribunal to deal with the dispute (s) submitted to arbitration, applicability of time 'limitation' to any dispute, any violation of agreed procedure regarding conduct of the arbitral proceedings or plea for interim measures of protection and record its orders in day to day proceedings. A copy of the proceedings duly signed by all the members of tribunal should be provided to both the parties.

64.3(c)(iii): (i) Qualification of Arbitrator (s):

~~(a) Serving Gazetted Railway Officers of not below JA Grade level.~~

~~(b) Retired Railway Officers not below SA Grade level, one year after his date of retirement.~~

~~(c) Age of arbitrator at the time of appointment shall be below 70 years.~~

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64.3 (c)(iii): (i) Qualification of Railway Empanelled Arbitrator (s):

- (a) Retired Railway Officers not below SA Grade level, one year after his date of retirement.
- (b) Age of arbitrator at the time of appointment shall be below 70 years.
- (c) Persons not involved in any current vigilance/CBI cases or against whom disciplinary or prosecution proceedings are not in process.
- (d) Persons who had not been imposed a major penalty or two or more minor penalties or against whom administrative action has not been taken three times or more or
- (e) Persons who have not been imposed one minor Penalty and against whom two administrative actions have not been taken as a result of vigilance/CBI action while in service on Railways

(ii) An arbitrator may be appointed notwithstanding the total number of arbitration cases in which he has been appointed in the past.

(iii) While appointing arbitrator(s) under Sub-Clause 64(3)(a), 64.(3)(a)(i), 64.(3)(a)(ii) & 64.(3)(b) above, due care shall be taken that he/they is/are not the one/those who had an opportunity to deal with the matters to which the contract relates or who in the course of his/their duties as Railway servant(s) expressed views on all or any of the matters under dispute or differences. A certification to this effect as per annexure- XVI shall be taken from Arbitrators also. The proceedings of the Arbitral tribunal or the award made by such Tribunal will, however, not be invalid merely for the reason that one or more arbitrator had, in the course of his service, opportunity to deal with the matters to which the contract relates or who in the course of his/their duties expressed views on all or any of the matters under dispute.

64.(3)(d)(i): The arbitral award shall state item wise, the sum and reasons upon which it is based. The analysis and reasons shall be detailed enough so that the award could be inferred therefrom.

64.(3)(d)(ii): A party may apply for corrections of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award of a Tribunal and interpretation of a specific point of award to Tribunal within 60 days of receipt of the award.

64.(3)(d)(iii): A party may apply to Tribunal within 60 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.

~~64.(4): In case of the Tribunal, comprising of three members, any ruling on award shall be made by a majority of members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.~~

~~64.(4): Any ruling on award shall be made by a majority of members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.~~

64.(5): Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.

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~~64. (6)- The cost of arbitration shall be borne by the respective parties. The cost shall inter-alia include fee of the arbitrator(s), as per the rates fixed by Railway Board from time to time and the fee shall be borne equally by both the parties, provided parties sign an agreement in the format given at Annexure XV to these conditions after/ while referring these disputes to Arbitration. Further, the fee payable to the arbitrator(s) would be governed by the instructions issued on the subject by Railway Board from time to time irrespective of the fact whether the arbitrator(s) is/are appointed by the Railway Administration or by the court of law unless specifically directed by Hon'ble court otherwise on the matter.~~

64.(6): The cost of arbitration shall be bore by the respective parties. If all the three arbitrators are selected from the Railway Panel, the fee of the arbitrators shall be determined as per the rates fixed/revised by Railway Board from time to time and the fee shall be borne equally by both the parties, provided parties sign an agreement in the format given at Annexure XV to these conditions after/ while referring these disputes to Arbitration. However, if any of the three arbitrators is selected from the Panel of Indian Council of Arbitration (ICA), the fee of the arbitrators shall be determined as per the rates fixed/revised by the Indian Council of Arbitration from time to time and the fee shall be borne equally by both the parties, provided parties sign an agreement in the format given at Annexure XV to these conditions after/ while referring these disputes to Arbitration.

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64.(7) Subject to the provisions of the aforesaid Arbitration and Conciliation Act 1996 and the rules thereunder and relevant para of the Standard General Conditions of Contract and any statutory modifications thereof shall apply to the appointment of arbitrators and arbitration proceedings under this Clause.

64.(8) In case arbitration award is challenged by a party in the Court of Law, 75% of award amount, pending adjudication by Court of Law, shall be made by party to other party. In case payment is to be made by Railway to Contractor, the terms & conditions as incorporated in the Ministry of Railways letter No. 2016/CE(I)/CT/ARB/3(NITI Aayog)/Pt. dated 08th Mar,2017 as amended from time to time, shall be followed. In case Contractor has to pay to the Railway, then 75% of the award amount shall be deducted by the Railway from the Contractor's bills, Performance Guarantee/ Security Deposit or any other dues of Contractor with the Government of India.

PART-II ANNEXURES

ANNEXURE – VII

Reference Para 17B

Registered Acknowledgement Due

PROFORMA FOR TIME EXTENSION

No. _____

Dated: _____

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

(ii) Acceptance letter no. _____

(iii) Understanding/Agreement no. _____

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

Dear Sir,

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

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

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

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

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

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

Yours faithfully

For and on behalf of the President of India

**PROFORMA OF 14 DAYS NOTICE FOR OFFLOADING OF PART OF CONTRACT
WORK**

_____ **RAILWAY**
(Without Prejudice)

To

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

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

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

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

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

Kindly acknowledge receipt.

Yours faithfully
For and on behalf of the President of India

ANNEXURE – VIIB

(Reference Clause 40(A))

Registered Acknowledgement Due

NOTICE FOR PART OF CONTRACT WORK OFFLOADED

_____ **RAILWAY**

(Without Prejudice)

To

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

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

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

Or,

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

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

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

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

4. The additional cost in execution of offloaded work through mode(s) mentioned in para (1) above is determined as Rs. _____, over& above the cost of execution under this contract (including the

PVC amount payable as per contract, as on the date of issue of this notice). This additional cost shall be recovered from your next on account bill(s) or any other dues payable to you under contract.

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

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

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

ANNEXURE – VIII

Reference Para 60.(2)

CERTIFICATE OF FITNESS

1. (a) Serial Number _____
(b) Date _____
2. Name of person examined _____
3. Father's Name: son/daughter of _____
Residing at _____
4. Sex _____
5. Residence: _____
6. Physical fitness _____
7. Identification marks _____
8. Date of birth, if available, and/or certified age _____
I certify that I have personally examined (name) _____ who is desirous of being employed in a factory or on a work requiring manual labour and that his/her age as nearly as can be ascertained from my examination, is _____ years.

I certify that he/she is fit for employment in a factory or on a work requiring manual labour as an adult/child.
9. Reasons for :
(a) Refusal to grant certificate, or _____
(b) Revoking the certificate _____

Signature or left hand

Thumb impression of the person examined.

Signature of Certifying Surgeon

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

ANNEXURE – IX

(Reference Clause 62. (1))

Registered Acknowledgement Due

PROFORMA OF 7 DAYS NOTICE FOR WORKS AS A WHOLE/ IN PARTS

(DETAILS OF PART OF WORK TO BE MENTIONED)

_____ **RAILWAY**

(Without Prejudice)

To

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

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

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

3. As you have failed to abide by the instructions issued to commence the work /to show adequate progress of work you are hereby given 7 days' notice in accordance with Clause 62 of the Standard General Conditions of Contract to commence works / to make good the progress, failing which further action as provided in Clause 62 of the Standard General Conditions of Contract viz. to terminate your Contract and complete the balance work without your participation will be taken.

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

ANNEXURE – X

Reference Para 62(1)

Registered Acknowledgement Due

PROFORMA OF 48 HRS. NOTICE FOR WHOLE WORK

_____ **RAILWAY**

(Without Prejudice)

To

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

Seven days' notice under Clause 62 of the Standard General Conditions of Contract was given to you under this office letter of even no., dated _____; but you have taken no action to commence the work/show adequate progress of the work.

2. You are hereby given 48 hours' notice in terms of Clause 62 of the Standard General Conditions of Contract to commence works / to make good the progress of works, failing which and on expiry of this period your above contract will be rescinded and the work under this contract will be carried out independently without your participation and your Security Deposit shall be forfeited and Performance Guarantee shall also be encashed and any other consequences which may please be noted.

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

Registered Acknowledgement Due/Standard Correspondence through IR-WCMS/Email on
registered IREPS Email

PROFORMA OF TERMINATION NOTICE

_____ RAILWAY

(Without Prejudice)

No. _____

Dated

To

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

Forty eight hours (48 hrs.) notice was given to you under this office letter of even no., dated _____; but you have taken no action to commence the work/show adequate progress of the work.

Since the period of 48 hours' notice has already expired, the above contract stands rescinded in terms of Clause 62 of the Standard General Conditions of Contract and the balance work under this contract will be carried out independently without your participation. Your participation as well as participation of every member/partner in any manner as an individual or a partnership firm/JV is hereby debarred from participation in the tender for executing the balance work and your Security Deposit shall be forfeited and Performance Guarantee shall also be encashed.

The Final measurements of work executed by you against the said contract will be taken/started on _____ at _____ hrs. at site. The measurement will be continued till all the measurement are taken. You are advised to be present at site on the above mentioned date and time to witness the measurements, otherwise measurements will be taken ex-parte and thereafter, variation (addendum & corrigendum) & final bill of work executed till date of termination based on ex-parte final measurements shall also be processed ex-parte.

~~Kindly acknowledge receipt.~~

Yours faithfully

ACS 8 Dt.20/12/2024

For and on behalf of the President of India

ANNEXURE – XII

Reference Para 62.(1)

Registered Acknowledgement Due

PROFORMA OF 48 HRS. NOTICE FOR PART OF THE WORK.....

(DETAILS OF PART OF WORK TO BE MENTIONED)

_____ **RAILWAY**

(Without Prejudice)

To

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

1. Seven days' notice under Clause 62 of the Standard General Conditions of Contract was given to you under this office letter of even no., dated _____; but you have taken no action to commence the work/show adequate progress of the part of work... (details of part to be mentioned).

2. You are hereby given 48 hours' notice in terms of Clause 62 of the Standard General Conditions of Contract to commence works / to make good the progress of works, failing which and on expiry of this period your above part of work (Details of part to be mentioned) in contract will be rescinded and the work will be carried out independently without your participation.

3. Your full Performance Guarantee for the contract shall be forfeited and you shall not be issued any completion certificate for the contract. However, no additional Performance Guarantee shall be required for balance of work being executed through the part terminated contract.

4. The contract value of part terminated contract shall stands reduced to

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

ANNEXURE – XIII

Reference Para 62.(1)

Registered Acknowledgement Due

**PROFORMA OF TERMINATION NOTICE FOR PART OF THE WORK.....
(DETAILS OF PART OF WORK TO BE MENTIONED)**

_____ **RAILWAY**

(Without Prejudice)

No. _____

Dated _____

To

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

1. Forty eight hours (48 hrs.) notice was given to you under this office letter of even no., dated _____; but you have taken no action to commence the work/show adequate progress of the part of work... ..(details of part to be mentioned).
2. Your above part of work in contract (details of part to be mentioned) stands rescinded in terms of Clause 62 of the Standard General Conditions of Contract and the same will be carried out independently without your participation. Your participation as well as participation of every member/partner in any manner as an individual or a partnership firm/JV is hereby debarred from participation in the tender for executing the balance work
3. Your full Performance Guarantee for the contract shall be forfeited and you shall not be issued any completion certificate for the contract. However, no additional Performance Guarantee shall be required for balance of work being executed through the part terminated contract.
4. The contract value of part terminated contract stands reduced to

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

ANNEXURE – XIV

Reference Para 48.(3)

FINAL SUPPLEMENTARY AGREEMENT

1. Articles of agreement made this day _____ in the year _____ between the President of India, acting through the _____ Railway Administration having his office at _____ herein after called the Railway of the one part and _____ of the second part.
2. Whereas the party hereto of the second part executed an agreement with the party hereto of the first part being agreement Number _____ dated ____ for the performance _____ herein after called the 'Principal Agreement'.
3. And whereas it was agreed by and between the parties hereto that the works would be completed by the party hereto of the second part on _____ date last extended and whereas the party hereto of the second part has executed the work to the entire satisfaction of the party hereto of the first part.
4. And whereas the party hereto of the first part already made payment to the party hereto of the second part diverse sums from time to time aggregating to ₹ _____ including the Final Bill bearing voucher No. _____ dated _____ of value _____ duly adjusted as per price variation clause, if applicable (the receipt of which is hereby acknowledged by the party hereto of the second part in full and final settlement of all his /its claims under the principal agreement.

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

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

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

Or

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

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

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

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

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

Signature of the Contractor/s

for and on behalf of the President of India

Witnesses

ADDRESS: _____

ANNEXURE-XV

Reference Para 64.3 & 64.6

Agreement towards Waiver under Section 12(5) and Section 31A (5) of Arbitration and Conciliation (Amendment) Act

I/we..... (Name of agency/Contractor) with reference to agreement no.raise disputes as to the construction and operation of this contract, or the respective rights and liabilities, withholding of certificate and demand arbitration in respect of following claims :

Brief of claim:

- (i) Claim 1- Detailed at Annexure-
- (ii) Claim 2 –
- (iii) Claim 3 –

I/we..... (post of Engineer) with reference to agreement no..... hereby raise disputes as to the construction and operation of this contract, or the respective rights and liabilities, withholding of certificate and demand arbitration in respect of following claims:

I/we..... do/do not agree to waive off applicability of section 12(5) of Arbitration and Conciliation (Amendment) Act.

Signature of Claimant_____Signature of Respondent _____

Agreement under Section 31(5)

I/we..... (Name of claimant) with reference to agreement no..... hereby waive off the applicability of sub section 31-A (2) to 31-A (4) of the Arbitration and Conciliation (Amendment) Act. We further agree that the cost of arbitration will be shared by the parties as per Clause 64(6) of the Standard General Conditions of Contract.

.

Signature of Claimant_____Signature of Respondent_____

*Strike out whichever not applicable.

Certification by Arbitrators appointed under Clause 63 & 64 of Indian Railways General Conditions of Contract

1. Name:
2. Contact Details:
3. Prior experience (Including Experience with Arbitrations):
4. **I do not have more than ten on-going Arbitration cases with me.**
5. I hereby certify that I have retired from Railways w.e.f. ____ and empanelled as Railway Arbitrator as per 'The Arbitration and Conciliation Act- 1996'.
6. I have no any past or present relationship in relation to the subject matter in dispute, whether financial, business, professional or other kind.
Or
I have past or present relationship in relation to the subject matter in dispute, whether financial, business, professional or other kind. The list of such interests is as under:
7. I have no any past or present relationship with or interest in any of the parties whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to my independence or impartiality in terms of The Arbitration and Conciliation Act-1996.
Or
I have past or present relationship with or interest in any of the parties whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to my independence or impartiality in terms of The Arbitration and Conciliation Act-1996. The details of such relationship or interests are as under:
8. There are no concurrent Circumstances which are likely to affect my ability to devote sufficient time to the arbitration and in particular to finish the entire arbitration within twelve months.

Or

There are Circumstances which are likely to affect my ability to devote sufficient time to the arbitration and in particular to finish the entire arbitration within twelve months. The list of such circumstances is as under:

B. New Annexure –XVII, Part-II of GCC -2022 shall be read as under:-

Annexure –XVII

Reference Para 16.(4)

Insurance Surety Bond for Performance Security

Name of the issuer of surety bond:

President of India,

Acting

through.....,

.....

Railway.

Date:.....

.....

Surety Bond No:.....

Issue Date :.....

Amount of Bond:.....

Expiry Date:.....

WHEREAS, In consideration of the President of India acting through
.....(Designation & address of contract signing
authority),.....Railway,....., (hereinafter called “The Railway”) having
accepted the bid of M/S XXXXX hereinafter called the contractor, for the work of XXX” under
invitation of bids No XXXX Dated XXXXX, vide Letter of Acceptance No.....

AND

WHEREEAS, the contractor is required to furnish Performance Security for the sum of ₹.XXXX
(Rupees XXXX Only), in the form of Surety Bond, being a condition precedent to the signing
of the contract agreement.

SB No:

Date:

WHEREAS, we, _____, (Name of insurance company) hereinafter called the Surety, acting through [Designation(s) of the authorised person of the Surety], have, at the request of the M/s. **XXXX** contractor, agreed to give Bond for performance security/ additional performance security as hereinafter contained:

1. KNOW ALL MEN by these present that I/We, the undersigned [*Insert name(s) of autohized representatives of the Surety*], being fully authorized to sign and incur obligations for and on behalf of the Surety, confirm that the Surety, hereby, unconditionally and irrevocably Bond to pay the Railway the full amount in the sum of **XXXX**(**Rupees XXXX Only**) as above stated.
2. The Surety 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 Surety shall be final, conclusive and binding, absolute and unequivocal notwithstanding any disputes raised/pending before any Court tribunal, arbitration or any authority or any threatened litigation by the Bidder or Bank.
3. On payment of any amount less than aforementioned full amount, as per demand of the Railway, the Bond shall remain valid for the balance amount i.e. the aforementioned full amount less the payment made to the Railway.
4. The Surety shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the contractor and without the Railway being required to show grounds or give reasons for its demand or the amount demanded.
5. The Surety Bond shall be unconditional and irrevocable.
6. The Bond hereinbefore shall not be affected by any change in the constitution of the Surety or in the constitution of the Contractor.
7. The Surety agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the Railway and the Contractor, will in any way release us from the liability under this Bond; and the Surety, hereby, waives any requirement for notice of any such change, addition or modification to the Surety.
8. This Bond is valid and effective from the date of its issue, which is [insert date of issue]. The Bond and our obligations under it will expire on **XXXX** (Expiry Date). All demands for payment under the Bond must be received by us on or before that date.
9. The Surety agrees that the Railways right to demand payment of aforementioned full amount in one instance or demand payments in parts totalling up to the aforementioned full amount in several instances wilt be valid until either the aforementioned full amount is paid to the Railway or the Bond is released by Railway before the Expiry date.
10. The Surety agrees that its obligation to pay any amount demanded by the Railway before the expiry of this Bond will continue until the amount demanded has been paid in full.
11. The expressions Surety and Railway hereinbefore used shall include their respective successors, administrators and assigns.

12. The Surety hereby undertakes not to revoke the Bond during its currency, except with the previous consent in writing of the Railway. This Bond is subject to the Uniform Rules for Demand Bonds, ICC Publication No. 758.
13. We, the Surety Insurer, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, tribunal, arbitrator or any other authority.
14. The Bond shall be in addition to and without prejudice to any other security Bond (s) of the contractor in favour of the Railway available with the Railway. The Surety, under this Bond, shall be deemed as Principal Debtor of the Railway.

Notwithstanding anything to the contrary contained in these presents,

- a. Our liability under this Surety Bond shall not exceed **XXXX (Rupees XXXX Only)**.
- b. This Surety Bond shall be valid up to **XXXX** (being the date of expiry);
- c. Unless the bank is served a written claim or demand on or before XXXX [date of expiry] all rights under this Bond shall be forfeited and the Surety shall be relieved and discharged from all liabilities under this Bond irrespective of whether or not the original Surety bond is returned to the Surety.

Dated the day of 2024

15. The Insurance Surety Bond shall be verified by sending mail to [customer.care@sbigeneral.in].

Place.....

Bank's Seal and authorized signature(s)

[Name in Block letters].....

[Designation with Code No.].....

[P/Attorney] No.

Witness

- 1.
- 2.

[Note : All italicized texts are for guidance on how to prepare this Insurance Surety Bond and shall be deleted from the final document.]

ACS 9 Dt.09.01.2025



भारत सरकार Government of India
रेल मंत्रालय Ministry of Railways
(रेलवे बोर्ड Railway Board)



International Year
of Cooperatives

Cooperatives Build
a Better World

No. 2022/CE-I/CT/GCC-2022/POLICY/Pt.I (E-3320424)

New Delhi, Dated 13.03.2026

To,

As per list attached

Sub: Indian Railways Standard General Conditions of Contract, April 2022 (Advance Correction Slip No.11).

Ref:- Railway Board's letter No.2022/CE-I/CT/GCC-2022/POLICY/Pt-I, dated 27.04.2022.

Please find enclosed herewith Advance Correction Slip No.11 to Indian Railways Standard General Conditions of Contract, April-2022

2. This shall be applicable to Works Contract of Indian Railways with prospective effect.
3. This issues with the concurrence of the Finance Directorate & approval of Board (Chairman & CEO).

DA: As Above

(किशन रावत)
निदेशक सिविल इंजीनियरिंग (जी)
रेलवे बोर्ड

[Rly No. 030-47598, MTNL No. 011-23047598]
e-mail address: padcegrb@gmail.com, dceg@rb.railnet.gov.in

No. 2022/CE-I/CT/GCC-2022/POLICY/Pt.I (E-3320424)

New Delhi, Dated 13.03.2026

Copy forwarded for information to:

1. The PFAs, All Indian Railways.
2. Dy. Comptroller and Auditor General of India (Railways), Room No. 224, Rail Bhawan, New Delhi

For Member Finance

LIST FOR DISTRIBUTION (2022/CE-I/CT/GCC-2022/POLICY/Pt.I (E-3320424), Dated .03.2026)

1. General Managers, All Indian Railways & Production Units
2. General Manager (Con), N.F. Railway, Guwahati
3. General Manager /CORE, Allahabad.
4. Chief Administrative Officers (Con), All Indian Railways (Except N.F. Railway)
5. Principal Chief Engineers, All Indian Railways

(A)

1. CAO, COFMOW, Tilak Bridge, New Delhi
2. Principal CAO, Diesel Loco Modernization Works, Patiala (Punjab)
3. CAO (Workshop Projects), Chamber Bhawan, Judge's Court Road, Anta Ghat, Patna-800001, Bihar

(B)

1. Director General, RDSO, Manak Nagar, Lucknow
2. Director General, NAIR, Vadodara
3. Director, IRICEN, Pune – 411 001 (Maharashtra)
4. Director, IRIEN, PB No.-233, Nasik Road-422101 (Maharashtra)
5. Director, IRISSET, Taa Naka Road, Lalla Guda, Secunderabad-500017
6. Director, IRIMEE, Jamalpur Distt-Jamalpur, PIN-811214 (Bihar).
7. Director, IRITM, Sarswati Residential Estate, IRITM Campus, Manak Nagar, Lucknow

(C)

1. MD, CONCOR, Concor Bhawan, C-3, Mathura Road, Opp. Apollo Hospital, New Delhi- 110076.
2. IRCON International Limited, C-4, District Centre, Saket, New Delhi- 110017
3. MD, RITES Ltd., RITES Bhawan, Plot No.1, Sector-29, Gurgaon.
4. CMD, RVNL, August Kranti Bhawan, Plot No.25, 1st Floor, Bhikaji Cama Place, New Delhi.
5. MD, MRVC Ltd., Churchgate Station Bldg, Mumbai- 400020
6. CMD, KONKAN Railway Corporation Ltd, Rail Bhawan, New Delhi-110001.
7. MD, DFCCIL, 5th Floor, Pragati Maidan Metro Station Building Complex, New Delhi-110001
8. MD, RLDA, Near Safdarjung Railway Station, Moti Bagh, Phase-I, New Delhi- 110021
9. MD, CRIS, Chanakyapur, New Delhi.
10. CMD, RailTel Corporation of India Ltd. Plot No. 143, Institutional Area, Sector-44, Gurgaon – 122003.
11. CME, IROAF, 12th Floor, Core-1, Scope Minar, Distt. Centre, Laxmi Nagar, Delhi- 110092
12. Managing Director, IRFC Limited, UG Floor, East Tower, NBCC Place, Bhisham Pitamah Marg, Lodhi Road, Pragati Vihar, New Delhi.
13. CMD, IRCTC Ltd., B-148, 11th Floor, Statesman House, Barakhamba Road, New Delhi 110001
14. CMD, Braithwaite & Co. limited, 5 Hide Road Kolkata 700043.

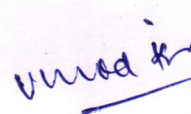
Copy to:

(A)

1. General Secretary, IRCA, DRM Office, New Delhi.
2. General Secretary, AIRF, Rail Bhawan, New Delhi
3. General Secretary, NFIR, Rail Bhawan, New Delhi
4. General Secretary, IRPOF, Rail Bhawan, New Delhi
5. General Secretary, FROA, Rail Bhawan, New Delhi
6. General Secretary, AIRPA, Rail Bhawan, New Delhi
7. General Secretary, AISC & STREA, Rail Bhawan, New Delhi
8. The Secretary, RBSS, Group (A) Offices Association, Rail Bhawan
9. The Secretary, RBSS, Group (B) Offices Association, Rail Bhawan
10. General Secretary, RBSSS Association, Rail Bhawan
11. The Secretary, RBMSA, Rail Bhawan
12. The Secretary, Railway, Group (D) Employees Association, Rail Bhawan

(B)

1. Concerned PSO for kind information of Chairman cum CEO, M/Infra, M/T&RS M/O&BD, M/Finance, Railway Board
2. Adv./MR, EDPG/MR, OSD/MR, OSR(Co-ord)/MR
3. Chief Vigilance Officers, All Indian Railways.
4. DG(RHS), DG(RPF), AM(CE), AM(Works), AM(B), AM(Elec.), AM(RS), AM(ME), AM/Tele, AM/C&IS, AM/Sig., AM(Plg.), PED(B&S), PED(Vigilance), PEDCE(P), PED/Gati Shakti, EDCE(G), EDTK(M&MC), EDCE(B&S), EDF(X), ED/GS(Civil-I), ED/GS(Civil-II), ED/GS(Elect.), ED/GS(S&T), EDW(Plg.), ED(L&A), ED(PSU), EDVE, ED(Safety), ED(Sig. Dev.), ED(Tele), EDRS(G), EDEE(G), EDFE, EDE(N), ED(Accounts), ED/T&MPP, EDME(Chg.), EDME(Frt.), ED/Plg., JS(conf), JS(P), JS(G), JS(D), Vigilance-III, Vig(Conf) of Railway Board.

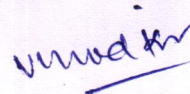
Advance Correction Slip No.11 to Indian Railways Standard General Conditions of Contract, April-2022

S.N.	Para	Existing Provision of GCC-2022	Modified Provision for GCC-2022										
1.	Para 5 (1) (a) of Part-I of GCC'22	5 (1) (a) The tenderer shall be required to submit the Bid Security with the tender for the due performance with the stipulation to keep the offer open till such date as specified in the tender, under the conditions of tender. The Bid Security shall be as under: <table><tr><th>Value of the Work</th><th>Bid Security</th></tr><tr><td>For works estimated to cost up to ₹ 1 crore</td><td>2% of the estimated cost of the work</td></tr><tr><td>For works estimated to cost more than ₹ 1 crore</td><td>₹ 2 lakh plus ½% (half percent) of the excess of the estimated cost of work beyond ₹ 1 crore subject to a maximum of ₹ 1 crore</td></tr></table> Note: (i) The Bid Security shall be rounded off to the nearest ₹100. This Bid Security shall be applicable for all modes of tendering. (ii) Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of Bid Security detailed above. (iii) Labour Cooperative Societies shall submit only 50% of above Bid Security detailed above.	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	5 (1) (a) The tenderer shall be required to submit the Bid Security with the tender for the due performance with the stipulation to keep the offer open till such date as specified in the tender, under the conditions of tender. The Bid Security shall be as under: <table><tr><th>Value of the Work</th><th>Bid Security</th></tr><tr><td>For all works</td><td>2% of the estimated cost of the work</td></tr></table> Note: (i) The Bid Security shall be rounded off to the nearest ₹100. This Bid Security shall be applicable for all modes of tendering. (ii) Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of Bid Security detailed above. (iii) Labour Cooperative Societies shall submit only 50% of above Bid Security detailed above.	Value of the Work	Bid Security	For all works	2% of the estimated cost of the work
Value of the Work	Bid Security												
For works estimated to cost up to ₹ 1 crore	2% of the estimated cost of the work												
For works estimated to cost more than ₹ 1 crore	₹ 2 lakh plus ½% (half percent) of the excess of the estimated cost of work beyond ₹ 1 crore subject to a maximum of ₹ 1 crore												
Value of the Work	Bid Security												
For all works	2% of the estimated cost of the work												
2.	Para 7 (a) (i) of Part-II of GCC'22	7(a)(i) Total value of work to be assigned to sub-contractor(s) shall not be more than 50% of total contract value.	The Contractor shall not sub- contract the Works comprising more than 40% (forty per cent) of the Contract Price and shall carry out Works for at least 60% (sixty per cent) of the total Contract Price directly under its own supervision and through its own personnel. The Parties expressly agree that for the purposes of computing the value of sub-contracts under this Clause 3.2.1, the Contract Price shall exclude any sub-contract for the procurement of goods and equipment like [rails, sleepers and track fittings, signaling and telecommunication & Power supply										

S.N.	Para	Existing Provision of GCC-2022	Modified Provision for GCC-2022
			equipment]. The Parties agree that all obligations and liabilities under this Agreement for the entire Railway Project shall at all time remain with the Contractor. {The Parties agree that works equal to at least 30% (thirty per cent) of the Contract Price shall be discharged solely by the Lead Member.} \$ Procurement of material, hire of equipment or engagement of labour by prime contractor or procuring entity will not mean sub-contracting. \$ May be deleted if the Contractor is not a Consortium/Joint Venture.
3.	Para 16 (4) (b) of Part-II of GCC'22	16(4) Performance Guarantee (b) The successful bidder shall submit the Performance Guarantee (PC) in any of the following forms, amounting to 5% of the original contract value: (i) A deposit of Cash; (ii) Irrevocable Bank Guarantee; (iii) Insurance Surety Bond as per Annexure-XVII Note: 1. The provision of Insurance Surety Bond shall be for all contracts having DOC within 36 months only. 2. In case DOC extends beyond 36 months, fresh Insurance Surety Bond or any other form of Performance Guarantee prescribed in GCC for the balance amount shall be submitted by agency, otherwise necessary action will be taken as per terms of Agreement. (iv) Government Securities including State Loan Bonds at 5% below the market value; (v) Pay Orders and Demand Drafts tendered by any Scheduled Commercial Bank of India; (vi) Guarantee Bonds executed or Deposits Receipts tendered by any Scheduled Commercial Bank of India; (vii) Deposit in the Post Office Saving	16(4) Performance Guarantee: (b) The successful bidder shall submit the Performance Guarantee (PG) amounting to 5% of the original contract value and Additional Performance Guarantee as per clause 16(4)(h) in any of the following forms i) A deposit of Cash; (ii) Irrevocable Bank Guarantee; (iii) Insurance Surety Bond as per Annexure-XVII Note:- In case of extension of Date of Completion, selected bidder needs to submit extended Insurance Surety Bond/Fresh Insurance Surety Bond/fresh Performance Security, in any form as given above, before expiry of existing Insurance Surety Bond. iv) Government Securities including State Loan Bonds at 5% below the market value; (v) Pay Orders and Demand Drafts tendered by any Scheduled Commercial Bank of India; (vi) Guarantee Bonds executed or Deposits Receipts tendered by any Scheduled Commercial Bank of India; (vii) Deposit in the Post Office Saving Bank; (viii) Deposit in the National Savings

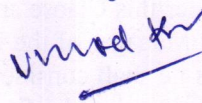
S.N.	Para	Existing Provision of GCC-2022	Modified Provision for GCC-2022						
		Bank; (viii) Deposit in the National Savings Certificates; (ix) Twelve years National Defence Certificates; (x) Ten years Defence Deposits; (xi) National Defence Bonds and (xii) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of FA&CAO (free from any encumbrance) may be accepted.	Certificates; (ix) Twelve years National Defence Certificates; (x) Ten years Defence Deposits; (xi) National Defence Bonds and (xii) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of FA&CAO (free from any encumbrance) may be accepted.						
4.	New Para 16(4) (h) of Part-II of GCC'22		(h) If a tender is accepted on the quoted rates of bidder which is below the advertised tender value, an additional performance security shall be submitted by the bidder as below: <table><tr><th>Bid quoted in % of advertised cost</th><th>Additional Performance Guarantee (%)</th></tr><tr><td>Below 0 - 5% (inclusive)</td><td>Nil</td></tr><tr><td>Below 5%</td><td>5%</td></tr></table>	Bid quoted in % of advertised cost	Additional Performance Guarantee (%)	Below 0 - 5% (inclusive)	Nil	Below 5%	5%
Bid quoted in % of advertised cost	Additional Performance Guarantee (%)								
Below 0 - 5% (inclusive)	Nil								
Below 5%	5%								
5.	Annexure VI of GCC'22	For tenders having advertised value more than Rs 20 crore wherein eligibility criteria include Bid Capacity also, the tenderer will be qualified only if its available bid capacity is equal to or more than the total bid value of the present tender.	For tenders having advertised value more than Rs 10 crore wherein eligibility criteria include Bid Capacity also, the tenderer will be qualified only if its available bid capacity is equal to or more than the total bid value of the present tender.						
6.	Para 18.(1) of Part-II of GCC'22	Illegal Gratification: Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or his partner or agent or servant or anyone on his behalf, to any officer or employee of the Railway or to any person on his behalf in relation to obtaining or execution of this or any other contract with the Railway shall, in addition to any criminal liability which he may incur, subject Contractor to the rescission of the contract and all other contracts with the Railway and to the payment of any loss or damage resulting from such decision and the Railway shall be entitled to deduct the amounts so payable from the Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India.	Illegal Gratification: Procuring authorities as well as bidders, contractors and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts: i) "Corrupt practice": making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution; ii) "Fraudulent practice": any omission or misrepresentation that may mislead or						

S.N.	Para	Existing Provision of GCC-2022	Modified Provision for GCC-2022
			attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract; iii) "Anti-competitive practice": any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the procuring entity, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels; iv) "Coercive practice": any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process or affect the execution of a contract; v) "Conflict of interest" (COI): any personal, financial, or business relationship between the bidder and any personnel of the procuring entity who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of the procuring entity directly or indirectly; vi) "Undue Advantage": improper use of information obtained by the bidder from the procuring entity with an intent to gain an unfair advantage in the procurement process or for personal gain. This also includes if the bidder (or his allied firm) provided services for the need assessment/ procurement planning of the tender process in which he is participating; vii) "Obstructive practice": materially impede the procuring entity's investigation of a procurement process either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to such investigation or from pursuing the investigation; or by impeding the procuring entity's rights of audit or access to information;

S.N.	Para	Existing Provision of GCC-2022	Modified Provision for GCC-2022
7.	Para 18.(2) of Part-II of GCC'22	The Contractor shall not lend or borrow from or have or enter into any monetary dealings or transactions either directly or indirectly with any employee of the Railway and if he shall do so, the Railway shall be entitled forthwith to rescind the contract and all other contracts with the Railway. Any question or dispute as to the commission of any such offence or compensation payable to the Railway under this Clause shall be settled by the General Manager of the Railway, in such a manner as he shall consider fit & sufficient and his decision shall be final & conclusive. In the event of rescission of the contract under this Clause, the Contractor will not be paid any compensation whatsoever except payments for the work done upto the date of rescission.	Punitive Provisions: Without prejudice to and in addition to the rights of the procuring entity to other penal provisions as per the bid documents or contract, if the procuring entity comes to a conclusion that a (prospective) bidder/contractor directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the procuring entity may take appropriate measures including one or more of the following: i) If his bids are under consideration in any procurement a) Forfeiture or encashment of bid security; b) calling off of any pre-contract negotiations; and c) rejection and exclusion of the bidder from the procurement process ii) If a contract has already been awarded a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity; b) Forfeiture or encashment of any other security or bond relating to the procurement; c) Recovery of payments including advance payments, if any, made by the procuring entity along with interest thereon at the prevailing rate; iii) Provisions in addition to above: a) Removal from the list of enlisted contractors and banning/ debarment of the bidder from participation in future procurements of the procuring entity for a period not less than one year; b) In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India; c) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible. Any question or dispute as to the commission of any such offence or

S.N.	Para	Existing Provision of GCC-2022	Modified Provision for GCC-2022
			compensation payable to the Railway under this Clause shall be settled by the General Manager of the Railway, in such a manner as he shall consider fit & sufficient and his decision shall be final & conclusive.

Section 7: Special Conditions of Contract (SCC)

Section 7 - Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC

Part A - Contract Data

Conditions	Reference to GCC	Data	
Employer's name and address	Para 5.(3)(vii), Part-I Para 4, part-II	Mumbai Railway Vikas Corporation Ltd. (A Government of India Undertaking), New Administrative Building, D N Road CSMT, (opposite to Anjuman School) MAHARASHTRA 400001, India. Phone – 91 - 22 –22626252, Mob-7700938454 (Dy CEE). Fax: - 91 – 22- 22096972 cmelectrical@mrvc.gov.in	
Employer's Representative	Para 1.(1) (f), part-II	Chief Manager (Project-Electrical)	
		Floor/Room No. Street Address City Pin Code Country Tel. No. Fax: E – Mail	Ground Floor, Mumbai Railway Vikas Corporation, New Administrative Building, D N Road CSMT, (opposite to Anjuman School) MAHARASHTRA 400 001 Indian Republic 7700938454 (Dy CEE) +91 22 22195356 cmelectrical@mrvc.gov.in
Engineer's name and address	Para 1.2.(e), part-I Para 1.(1) (e), part-II	Shri Shiv Ram Mumbai Railway Vikas Corporation Limited New Administrative Building, D N Road CSMT, (opposite to Anjuman School) MAHARASHTRA 400001, India. Phone – 91 - 22 –22626252, Mob-7700938454 (Dy CEE). Fax: - 91 – 22- 22096972	
Maintenance Period	Para 50.(1), part-II	365 days.	
Time for completion	Para 10.2, part-I Para 17B, part-II	The completion period shall be 45 days	
Address for Communication to Employer	Para 4, part-II	Deputy Chief Electrical Engineer	
		Floor/Room No. Street Address City Pin Code Country	Ground Floor, Mumbai Railway Vikas Corporation, New Administrative Building, D N Road CSMT, (opposite to Anjuman School) MAHARASHTRA 400 001 Indian Republic

Conditions	Reference to GCC	Data	
		Tel. No. Fax: E – Mail	7700938454 (Dy CEE) +91 22 22195356 Dyceemu@mrvc.gov.in
Governing Law	Para 17.11.3, part-I	The Laws of Republic of India	
Time for access to Site (The Employer shall give the Contractor right of access to, and possession of, all parts of the Site within the time (or times))	Para 6, part-II	Immediate	
	Para 7 (a) (i) of part-II of GCC'22	The Contractor shall not sub- contract the Works comprising more than 40% (forty percent) of the Contract Price and shall carry out Works for at least 60% (sixty percent) of the total Contract Price directly under its own supervision and through its own personnel. The Parties expressly agree that for the purposes of computing the value of sub-contracts under this Clause 3.2.1, the Contract Price shall exclude any sub-contract for the procurement of goods and equipment like [rails, sleepers and track fittings, signaling and telecommunication & Power supply equipment]. The Parties agree that all obligations and liabilities under this Agreement for the entire Railway Project shall at all time remain with the Contractor. {The Parties agree that works equal to at least 30% (thirty per cent) of the Contract Price shall be discharged solely by the Lead Member.}\$ Procurement of material, hire of equipment or engagement of labour by prime contractor or procuring entity will not mean sub-contracting. \$ May be deleted if the Contractor is not a Consortium/Joint Venture	
Performance Security	Para 16.(4), part-II	The Performance Security shall be for an amount of 5 % (Five percent) of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract amount in the prescribed form for the stated amount valid for a period of 60 days beyond stipulated date of completion. In case, the time for completion of works gets extended, the contractor shall get the validity of performance security extended to cover such extended time for completion of work plus 60 days. Additional Performance Security, if any, shall be for an amount as determined by Employer in terms of ITB 35.5 and informed through letter of award and in the same currency(ies) of the Accepted Contract amount in the prescribed form valid for a period of 60 days beyond stipulated date of completion. In	

Conditions	Reference to GCC	Data
		case, the time for completion of works gets extended, the contractor shall get the validity of additional performance security extended to cover such extended time for completion of work plus 60 days.
Performance Security	Para 16.(4)(b), part-II	16(4) Performance Guarantee: (b) The successful bidder shall submit the Performance Guarantee (PG) amounting to 5% of the original contract value and Additional Performance Guarantee as per clause 16(4)(h) in any of the following forms i) A deposit of Cash; (ii) Irrevocable Bank Guarantee; (iii) Insurance Surety Bond as per Annexure-XVII Note:- In case of extension of Date of Completion, selected bidder needs to submit extended Insurance Surety Bond/Fresh Insurance Surety Bond/fresh Performance Security, in any form as given above, before expiry of existing Insurance Surety Bond. iv) Government Securities including State Loan Bonds at 5% below the market value; v) Pay Orders and Demand Drafts tendered by any Scheduled Commercial Bank of India; vi) Guarantee Bonds executed or Deposits Receipts tendered by any Scheduled Commercial Bank of India; vii) Deposit in the Post Office Saving Bank; viii) Deposit in the National Savings certificates; ix) Twelve years National Defence Certificates; x) Ten years Defence Deposits; xi) National Defence Bonds and xii) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of MRVC (free from any encumbrance) may be accepted.
Commencement of works	Para 19.(2), part-II	The Contractor shall commence the works within 07 days from the date of issue of LOA and shall proceed with the same with due expedition and without delay
Extension of Time in Contracts:	Para 17A, part-II	Extension of time in contracts shall only be allowed if the contractor shall get the validity of performance security and insurances extended to cover such extended time for completion of work plus 60 days.
Liquidated damages for the Works	Para 17B, part-II	Not Applicable
Maximum amount of Liquidated damages	Para 17B, part-II	5% (five percent) of the Contract Price or of the total value of the item or groups of items of work for which a separate distinct completion period is specified in the contract.
On-Account Payments	Para 46.(1) (Part-II)	Add Sub-clause 46.1 a): 46.1 a] "On account payment":-

Conditions	Reference to GCC	Data
		The Contractor shall be entitled for payment from time to time by way of “On account” or progress ‘payment’ only for such works in the opinion of the Engineer, the contractor has executed in terms of the Contract conditions. Normally payments shall be made on a monthly basis for the works executed up to the last day of the calendar month. Payment shall be made through Electronic Clearance System (ECS). Contractor should give the details of bank account, as given below. Name of Bank: Address of Bank: Title of Bank Account: Bank Account Number: Bank Telephone Number: Bank’s ECS code (IFSC/RTGS): (i) Unit Prices for material: The unit prices indicated in the BOQ is inclusive of the prices for supplying of materials required under the particular item of schedule, multiple loading/ unloading, storing, handling, erection testing and commissioning of installation in conformity of specification, Latest Indian Electricity Act and rules. The unit price is also inclusive of all incidental charges for transport, loading/unloading and handling of materials, commission for arranging dispatch direct from manufacturer’s factory/ authorized dealer/ supplier and completing all necessary formalities in this respect, such as submission of forwarding notes, all insurance premium, bankers charges for bank guarantee, indemnity bonds inclusive of cost of stamps, etc. The unit prices shall include all incidental charges duties and levies except GST (As applicable) for works contract for Railways which notified by Govt. of India @18% at present will be paid by MRVC on production of Tax invoice. (ii) Unit Prices for erection: The unit indicated in the Explanatory Note or as per electrical technical specification given in the tender papers and also cover all cost of administration of the contract, insurance premium, banker’s charges for guarantees, cost of stamps, cost of storage, loading and unloading and handling of materials and for any road transport which the Contractor may use for carrying materials between his depot/s and site of work. The unit price includes cost of works and adjustments necessary to be done by the Contractor during or after the tests carried out. Prices for erection indicated in the BOQ are inclusive of cost of erection material, labour during day or night, welding, testing etc. to be done by the Contractor to the extent as per site requirement for successful

Conditions	Reference to GCC	Data
		erection. The unit prices shall include all incidental charges duties and levies on except GST (As applicable) for works contract for Railways which notified by Govt. of India @18% at present will be paid by MRVC on production of Tax invoice. For distribution boards, panel, meter box, the complete set as indicated in the particular item of schedule and with quantities required for erection, Testing & commissioning based on its approved design/ drawing and not in piecemeal shall be considered for payment. In case if the assets are not charged due to delay in EIG sanction or due to any other unforeseen reasons, the security of the assets shall be the responsibility of the contractor till these assets are finally commissioned. (iii) Stages of payment for Electrical General Services: (a) Supply: 70% on supply of materials (70% of the accepted cost of the supply items of the schedule duly inspected by the nominated Inspection Authority) will be paid on receipt of the equipment/material by the consignee. The payment will be made after arrival of material at site and receipt of the invoice & other documents mentioned below and their verification. Since the materials will be in the possession of the contractor, the contractor shall arrange irrevocable indemnity bond for the payment. 1. Contractor's certificate that all material has been supplied against schedule. 2. Supplier's Challan and manufacturer's challan. 3. Inspection certificate including test reports certified by Inspection agency as per approved Quality Assurance Plan (QAP) granted by MRVC/Client representative. 4. Certificate of receipt of materials in good condition at Contractor's depot/s duly accepted by the Client's Engineer. 5. Comprehensive Insurance on supply. 6. Indemnity Bond. (Copy enclosed) 20% on successful erection (20% of the accepted cost of the supply items). Alternatively, 20% supply payment will be released on completion of one year from the date of 70% payment of particular item of schedule against equivalent amount fresh B.G. against this payment, issued by a Schedule bank valid till the date of commissioning of project. Balance 10% of cost of supply on provisional acceptance/ handing over of installation to zonal railways/ Power supply authorities. (a) Erection:

Conditions	Reference to GCC	Data	
		90% of erection charges on successful erection of various items. Balance 10% of cost of erection on provisional acceptance by handing over of installation to zonal railways/ Power supply authorities. The payment on erection will be made after submission of Item wise Daily Progress Report duly signed by contractor and MRVC site in-charge. (b) Final Settlement: On Successful completion of defects liability period and issue of certificate of final acceptance of entire installations, the performance security will be refunded /returned to the contractor after adjustment of any dues payable by the contractor to the client. Inspection charges for the items, requiring inspections will be paid directly to inspection agency by MRVC. Inspection call shall be given 10 days in advance from the date of inspection date.	
Total advance payment	Para 46.(4), part-II	Not Applicable	
	Para 46.(4) (a), part II	Mobilization Advance	Installments
		As per request of the Contractor subject to a maximum of 10% of contract value	Two equal
	Para 46.(4) (b), part II	Advance against machinery and equipment	Installments
		As per request of the contractor subject to maximum of 10% of the contract value against new machinery & equipment, involving substantial outlay, brought to site and essentially required for the work. This advance shall not exceed 75% of the purchase price of such Equipment.	One

Conditions	Reference to GCC	Data
Timing of Advance Payment	Para 46.(4) (a), part II	First Installment shall be payable immediately after signing of contract agreement. Second Installment shall be payable at the time of mobilisation, only after submission of an utilization certificate by the contractor that the Stage 1 advance has been properly utilized in the contract. These Advances shall be payable against irrevocable guarantee (Bank Guarantee, FDRs) from a scheduled commercial bank of India of at least 110% of the value of the sanctioned advance amount (covering principal plus interest)
	Para 46.(4) (b), part II	Shall be payable when Equipment is hypothecated to the MRVC by a suitable bond or alternatively covered by an irrevocable Bank Guarantee from a scheduled commercial bank of India for full cost of the Plant & Equipment in a form acceptable to Railways.
Interest on Advance Payment	Para 46.(4) (a),(b), part II	At the rate of — % (Per cent) (Insert the rate as per Railway board guidelines) simple interest per annum on reducing balances.
Repayment rate of Advance payment:		The recovery shall commence when the value of contract executed reaches 15% of original contract value and shall be completed when the value of work executed reaches 85% of the original contract value. The installments on each "on account bill" will be on pro-rata basis.
Mobilisation Advance Advance against Plant & Machinery	Para 46.(4) (a), part II Para 46.(4) (b), part II	Not Applicable
Percentage of Security deposit	Para 16.(1), part-II	6% of Each Bill Amount
Limit of Security deposit	Para 16.(1), part-II	5% of Contract Value
Dispute Adjudication board (DAB)	Para 63.2 of part II	DAB for the purpose of this document shall be substituted with sole adjudicator. Name of the adjudicator will be decided jointly by applicant and respondent from the panel available with MRVC. Name of Adjudicator.....
Bid Security	Para 5, part-I	Bid Security amount and modes of submission is as per provisions given in the section 2: Bid data sheet ITB 19.1 & 19.2.
Price Variation Clause	Para-46A.6, Part-II,	Not applicable

Conditions	Reference to GCC	Data
Demand of Arbitration	Para 64.(1), Part-II	The Dispute Resolution shall be governed by “MRVC POLICY ON MEDIATION AND ARBITRATION” issued vide note dt. 14.01.2025 which is uploaded on website of MRVC under the heading “About Us”.

All italicized text is for guidance and shall be deleted from the final document.

SECTION – 7**PART B: Specific Provisions (SP) of Contract**

Whenever there is a conflict or inconsistency between the provisions of the Particular Conditions of Contract–Section 7 PART B and the General Conditions of Contract–Section 6, the provisions stipulated in Particular Conditions of Contract–Section 7 PART B shall prevail and supersede those appearing in the General Conditions of Contract–Section 6.

Table of Clauses

Clause/Condition	Reference to GCC	Data/Amendment
Refund of Bid security	Para 5 (1) (c),part-I Para 6.(1), part-II	Bid securities of unsuccessful bidders shall be returned as promptly as possible upon the successful Tenderer's signing the Contract and furnishing the Performance Security pursuant to ITT 49 . The bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.
Evaluation and Qualification Criteria	Para 10,17.15 & 18.11 of Part I	Not Applicable

Section 7

PART C : Special Conditions (SC)

This section contains Special Conditions specific to contract and will become part of the tender. Whenever there is a conflict or inconsistency between the provisions of the PART C : Special Conditions (SC) and the General Conditions of Contract–Section 6, the provisions stipulated in this section (Section 7 PART C: Special Conditions (SC)) shall prevail and supersede those appearing in the General Conditions of Contract–Section 6.

1. Language for communications for the purpose of this tender is english.
2. Ruling language for the purpose of this tender shall be english.
3. ~~Minimum Amount of Interim Payment Certificates: INR $\left[0.25 \left\{ \frac{(0.75 \times V)}{T} \right\} \right]$ (V = Contract Value , T = Time in month)] for first three months of the Time of completion and INR $\left[\frac{(0.75 \times V)}{T} \right]$ (V = Contract Value , T = Time in month)] for rest of the period.~~
4. Maximum Total Liability of the Contractor is Accepted Contract Amount.
5. Jurisdiction of court: Mumbai
6. Bidding forms (BDF) of section 4 duly filled by bidder shall be enclosed with the bid.
7. Any Form given in GCC need not to be submitted by the bidder with the bid.

8. Environmental social welfare, occupational health & safety (ESHS) requirements (refer ITB 42): The contractors shall follow the ESHS requirements as described in the section 5: Works requirements of the tender document. In case contractors fails to abide with the ESHS requirement as stipulated, then penalty shall be imposed on the contractors as described below:

Charges to be recovered from contractor for unsafe act or violation of condition:

MRVC aims to build an image of one of the best safety conscious organizations. Any reportable accident (fatality/injury) results in not only loss of life and/or property damage but also damages the reputation of the organization. Most of the accidents are avoidable and caused primarily due to contractor's negligence. Hence MRVC shall recover the cost of damages from the contractors for every reportable incident (fatality /injury).

In addition, every MRVC work site is exposed to public scrutiny as the work is executed just on the right-of-way. Any unsafe act/unsafe condition observed by public further damages MRVC reputation.

The following table indicates the Safety, Health and Environment violations (unsafe act/unsafe condition) that will warrant charges to be recovered from contractors. *Penalties shall not be applied for the first instance of violation except for sl. No. 2&3(safety) below but will be applied to the contractor following repetitive failure to comply with the SHE manual or employer's direct instructions.* Where awarded by the employer, penalties shall be deducted from the contractor's running bill.

Sl. No.	Topic of Violation	Deductible Amount
1.	SHE Policy & Plan; SHE Organization; SHE Committees; ID card; SHE Submittals; SHE committee and its meetings	Rs. 1,00,000 for one instance of any violation, Rs. 2,00,000 for repeat violation
2.	Safety: Injury and fatality Incidence	Rs. 500000 for first fatality/grievous injury and Rs. 1000000 for every subsequent fatality/grievous injury.
3.	Safety at worksite: Track barricading, working infringing SOD, electrical safety, fire safety, welding, gas cutting, working at heights, launching, lifting, etc.	Rs. 200000 for the first violation and Rs. 500000 for the subsequent violations
4.	Occupational Health- labour camps and required facilities for workers	Rs. 100000 for first violation and Rs. 200000 for subsequent violations.
5	Environmental Management	Rs. 50000 for first violation and Rs. 100000 for subsequent violations

Without limiting to the unsafe acts and or conditions mentioned above the Employer shall have the right to deduct charges for any other unsafe act and or condition depending upon the gravity of the situation on a case-to-case basis.

9. Insurance (Refer ITB 43):

9.1 General Requirements for Insurances: In this Clause, “insuring Party” means, for each type of insurance, the Party responsible for effecting and maintaining the insurance specified in the relevant Sub-Clause.

Wherever the Contractor is the insuring Party, each insurance shall be effected with insurers and in terms approved by the Employer. These terms shall be consistent with any terms agreed by both Parties before the date of the Letter of Acceptance. This agreement of terms shall take precedence over the provisions of this Clause.

Wherever the Employer is the insuring Party, each insurance shall be effected with insurers and in terms consistent with the details annexed to the Special Conditions of Contract.

If a policy is required to indemnify joint insured, the cover shall apply separately to each insured as though a separate policy had been issued for each of the joint insured. If a policy indemnifies additional joint insured, namely in addition to the insured specified in this Clause, (i) the Contractor shall act under the policy on behalf of these additional joint insured except that the Employer shall act for Employer’s Personnel, (ii) additional joint insured shall not be entitled to receive payments directly from the insurer or to have any other direct dealings with the insurer, and (iii) the insuring Party shall require all additional joint insured to comply with the conditions stipulated in the policy.

Each policy insuring against loss or damage shall provide for payments to be made in the currencies required to rectify the loss or damage. Payments received from insurers shall be used for the rectification of the loss or damage.

The relevant insuring Party shall, within the respective periods stated in the Contract Data (calculated from the Commencement Date), submit to the other Party:

- (a) evidence that the insurances described in this Clause have been effected within 14 days, and copies of the policies for the insurances described in Sub-Clause 9.2 [Insurance for Works and Contractor's Equipment] and Sub-Clause 9.3 [Insurance against Injury to Persons and Damage to Property] within 28 days.

When each premium is paid, the insuring Party shall submit evidence of payment to the other Party. Whenever evidence or policies are submitted, the insuring Party shall also give notice to the Engineer.

Each Party shall comply with the conditions stipulated in each of the insurance policies. The insuring Party shall keep the insurers informed of any relevant changes to the execution of the Works and ensure that insurance is maintained in accordance with this Clause.

Neither Party shall make any material alteration to the terms of any insurance without the prior approval of the other Party. If an insurer makes (or attempts to make) any alteration, the Party first notified by the insurer shall promptly give notice to the other Party.

If the insuring Party fails to effect and keep in force any of the insurances it is required to effect and maintain under the Contract, or fails to provide satisfactory evidence and copies of policies in accordance with this Sub-Clause, the other Party may (at its option and without prejudice to any other right or remedy) effect insurance for the relevant coverage and pay the premiums due. The insuring Party shall pay the amount of these premiums to the other Party, and the Contract Price shall be adjusted accordingly.

Nothing in this Clause limits the obligations, liabilities or responsibilities of the Contractor or the Employer, under the other terms of the Contract or otherwise. Any amounts not insured or not recovered from the insurers shall be borne by the Contractor and/or the Employer in accordance with these obligations, liabilities or responsibilities. However, if the insuring Party fails to effect and keep in force an insurance which is available and which it is required to effect and maintain under the Contract, and the other Party neither approves the omission nor effects insurance for the coverage relevant to this default, any moneys which should have been recoverable under this insurance shall be paid by the insuring Party.

The Contractor shall be entitled to place all insurance relating to the Contract (including, but not limited to the insurance referred to Clause 9) with insurers from any eligible source country.

9.2 Insurance for Works and Contractor's Equipment:

The Contractor shall insure the Works, Plant, Materials, including those issued by the Employer and Contractor's Documents for not less than the full reinstatement cost including the costs of demolition, removal of debris and professional fees and profit, subject to a maximum value indicated in Contract Data.. This insurance shall be effective from the date by which the evidence is to be submitted under sub-paragraph (a) of Sub-Clause 9.1 [General Requirements for Insurances], until the date of issue of the Taking-Over Certificate for the Works.

The insuring Party shall maintain this insurance to provide cover until the date of issue of the Performance Certificate, for loss or damage for which the Contractor is liable arising from a cause occurring prior to the issue of the Taking-Over Certificate, and for loss or damage caused by the Contractor in the course of any other operations (including those under Defects Liability).

The insuring Party shall insure the Contractor's Equipment for not less than the full replacement value, including delivery to Site. For each item of Contractor's Equipment, the insurance shall be effective while it is being transported to the Site and until it is no longer required as Contractor's Equipment.

Insurances under this Sub-Clause:

- (a) shall be effected and maintained by the Contractor as insuring Party,
- (b) shall be in the joint names of the Parties, who shall be jointly entitled to receive payments from the insurers, payments being held or allocated between the Parties for the sole purpose of rectifying the loss or damage,
- (c) shall cover all loss and damage from any cause except cause related to Employer's Risks,
- (d) shall also cover loss or damage to a part of the Works which is attributable to the use or occupation by the Employer of another part of the Works, excluding (in each case) risks which are not insurable at commercially reasonable terms, with deductibles per occurrence of not more than the amount stated in the Contract Data (if an amount is not so stated, this sub-paragraph (d) shall not apply). Maximum amount of deductibles for the purpose of this Para is Nil. and
- (e) may however exclude loss of, damage to, and reinstatement of:
 - i) part of the Works which is in a defective condition due to a defect in its design, materials or workmanship (but cover shall include any other parts which are lost or damaged as a direct result of this defective condition and not as described in sub-paragraph (ii) below),
 - ii) a part of the Works which is lost or damaged in order to reinstate any other part of the Works if this other part is in a defective condition due to a defect in its design, materials or workmanship
 - iii) a part of the Works which has been taken over by the Employer, except to the extent that the Contractor is liable for the loss or damage, and
 - iv) Goods while they are not in the Country.

If, more than one year after the Base Date, the cover described in sub-paragraph (d) above ceases to be available at commercially reasonable terms, the Contractor shall (as insuring Party) give notice to the Employer, with supporting particulars. The Employer shall then (i) be entitled subject to payment of an amount equivalent to such commercially reasonable terms as the Contractor should have expected to have paid for such cover, and (ii) be deemed, unless he obtains the cover at commercially reasonable terms, to have approved the omission under Sub-Clause 9.1 [General Requirements for Insurances].

Minimum amount of insurance by the contractor for works and contractor's plant and material including loss or damage to equipment for the purpose of this Para is 100(hundred) percent of the contract price.

9.3 Insurance against Injury to Persons and Damage to Property:

The insuring Party shall insure against each Party's liability for any loss, damage, death or bodily injury which may occur to any physical property (except things insured under Sub-Clause 9.2 [Insurance for Works and Contractor's Equipment]) or to any person (except persons insured under Sub-Clause 9.4 [Insurance for Contractor's Personnel]), which may arise out of the Contractor's performance of the Contract and occurring before the issue of the Performance Certificate.

This insurance shall be for a limit per occurrence of not less than the amount stated in the Contract Data, with no limit on the number of occurrences. If an amount is not stated in the Contract Data, this Sub-Clause shall not apply.

The insurances specified in this Sub-Clause:

- (a) shall be effected and maintained by the Contractor as insuring Party,

- (b) shall be in the joint names of the Parties,
- (c) shall be extended to cover liability for all loss and damage to the Employer's property including Railways Property (except things insured under Sub-Clause 9.2) arising out of the Contractor's performance of the Contract, and
- (d) may however exclude liability to the extent that it arises from:
 - (i) the Employer's right to have the Permanent Works executed on, over, under, in or through any land, and to occupy this land for the Permanent Works,
 - (ii) damage which is an unavoidable result of the Contractor's obligations to execute the Works and remedy any defects, and
 - (iii) a cause listed in Employer's Risks, except to the extent that cover is available at commercially reasonable terms.

Minimum amount of insurance by the contractor for third party insurance including damage to the other property and personal injury or death insurance for (a) For other people, and (b) for contractor's employees is Rs. 2(two) crores per occurrence without any limit for number of occurrences separately for each contract package.

9.4 Insurance for Contractor's Personnel: The Contractor shall effect and maintain insurance against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor's Personnel.

The Employer and the Engineer shall also be indemnified under the policy of insurance, except that this insurance may exclude losses and claims to the extent that they arise from any act or neglect of the Employer or of the Employer's Personnel.

The insurance shall be maintained in full force and effect during the whole time that these personnel are assisting in the execution of the Works. For a Subcontractor's employees, the insurance may be effected by the Subcontractor, but the Contractor shall be responsible for compliance with this Clause.

Note: Contractor may propose a combined comprehensive car policy of minimum amount of 110% of the contract value for fulfilling the requirement against clause 9.2 ,9.3 & 9.4. Alternatively, contractor may also propose the minimum 100% insurance cover against clause 9.2 and as per actual requirement against the clause 9.3 & 9.4.

10. Liquidated damages: The contractor shall complete the works in accordance with the milestones set forth. In the event that the contractor fails to achieve any Milestone on the date set forth for such Milestone in the time for completion, unless such failure has occurred due to force Majeure or for reasons solely attributable to the employer, % of contract amount as indicated in the Part A: Contract data of section 7: Special Condition of Contract will be withheld.

Provided further that amount withheld under this sub clause would be released by the employer if

- (a) Amount withheld as a result of delay in achieving of MS-1 in case of being offset by achievement of MS-2 in time.
- (b) Amount withheld as a result of delay in achieving of MS-1 and MS-2 in case of being offset by achievement of MS-3 in time.

If contractor failed to achieve MS-3 in time, then total withheld proportion of contract amount as a part of Liquidated damage due to failure to adherence with the timeline of earlier milestone(s) including MS-3 will be forfeited. Thereafter, for each week of delay or part thereof in achieving the MS-3 further liquidated damage of *(0.05% to 0.3% of contract value to be decided by engineer duly*

recording the reason for the same) shall be levied subjected to maximum cumulative liquidated damage of 5% of contract value.

The employer shall notify the contractor of its decision to withhold/forfeit the amount in pursuance with the provision of this sub-clause. Further, the total amount withheld under this sub clause shall not be more than 5% (five percent) of the Contract Price.

Section 8:

Contract Forms (COF)

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

All italicized text is for guidance how to prepare the various forms and shall be deleted from the final documents.

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Form:COF1

Letter of Acceptance [on letterhead paper of the Employer]

By Register Post A/D & E-mail

No. MRVC/W/ (RFT No. with year)/ LOA

.....date.....

[Name and address of the Contractor]

.....
.....

Subject: Letter of Acceptance for the work of(Name of work)"

Ref: (i) Request for Tender (RFT) No..... Dated:.....

ii) Your Technical Bid opened on (Insert Date] and Financial Bid opened on [Insert Date] respectively.

1. This is to notify you that your Bid dated.... [Insert Date]... for execution of the..... [name of the contract and RFT number, as given in the Contract Data]for the Accepted Contract Amount of the equivalent of INR... [Insert amount in numbers and words] + applicable GST, as corrected and modified in accordance with the Instructions to Bidders, is hereby accepted by Competent Authority of MRVC.
2. The Schedule wise accepted rates for execution of the Contract is annexed as "Annexure..." (Optional)
3. Deploy the following Key Personnel as per BDF Form 21 in your offer for the execution of the work. [insert Table of listed Key Personnel as per BDF form 21).
4. The work is to be completed within months from issuance of Notice to Proceed/LOA (select the appropriate option and delete the other).
5. A sum of Rs..... (Insert Bid Security amount) deposited as Bid Security shall be dealt in accordance with SCC/GCC clause 16.1 Part II with latest amendments.
6. You are requested to furnish the Performance Guarantee (PG) and an Environmental, Social, Health and Safety Performance Security [Delete ESHS Performance Security if it is not required under the contract) for Rs..... [Insert amount in numbers and words) and Rs..... [Insert amount in numbers and words), respectively within 21 days from the date of issue of Letter of Acceptance (LOA) in accordance with GCC and SCC clause 16.4, in the format given in Form COF 4. Extension of time for submission of P3 beyond 21 (Twenty-one) days and up to 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal Interest of 12% per annum shall be charged for the delay beyond 21 (Twenty one) days, i.e. from 22nd day after the date of issue LOA. Further, If the 60th day happens to be a declared holiday in the office of MRVC, submission of PG can be accepted on the next working day. [Delete reference to the ESHS Performance Security Form if it is not required under the contract).

In all other cases, if the Contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated. In case contract is terminated MRVC

shall be entitled to forfeit Bid Security and other dues payable to the contractor against that particular contract, subject to maximum of PG amount.

In case a tenderer has not submitted Bid Security on the strength of their registration as a Startup recognized by Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect.

7. GSTIN of MRVC in the State of Maharashtra is 27AACCM1284BIZU.
8. PVC is applicable/Not applicable (Select the correct option) for this tender. If PVC applicable the Base Date for PVC calculation is.... [Insert Date].... as per GCC/SCC clause 46A.2.
9. The Defect Liability Period/Maintenance Period as per GCC/SCC clause 50 (1) part 11 is.... [insert Days]... in the subject Contract.
10. Mobilization Advance is applicable/Not Applicable (select the appropriate option and delete the other) as per GCC/SCC clause 46. (4) part 11.
11. We noted that as per your offer, you have accepted the appointment of Shri /Smt (select the appropriate option and delete the other)..... [Insert Name]..... as the Adjudicator for the subject work.
12. You are requested to submit the Insurance Policy as per SCC Part C clause 9 within 21 days of issuance of LOA or before signing of contract agreement, whichever is earlier.
13. Whether any additional conditions have been recommended by the TEC and accepted by the accepting authority & accepted by successful bidder [Yes/No]. If yes, the same to be incorporated in the LOA.
14. You shall execute the formal Contract Agreement within 15 days after receipt of the contract agreement from the employer. This LOA shall constitute a binding contract between us, until the formal agreement is executed.

You are required to return one copy duly signed by the Authorized Representative and stamped on all pages of this Letter of Acceptance as a token of your unconditional acceptance within 07 days from the date of issue/receipt of this letter.

All other terms and conditions as stipulated in the Tender Document shall be applicable.

Kindly acknowledge the receipt.

DA: As above

Signature
Name
Designation

Copy:

1. Insert the designations of TEC Members
 2. Chief Manager (Finance)/FA&CAO
 3. Insert the designation of Concerned SG/JA Grade officer
 4. Insert the Designation and address of Concerned Assistant Labour Commissioner
 5. Insert the Designation and address of the Concerned Labour Enforcement Officer
- Note: - All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

Form: COF2

Contract Agreement

CONTRACT AGREEMENT NO. _____

DATED _____

THIS AGREEMENT made on the day of , between [*Name of the Employer*. (hereinafter “the Employer”), of the one part, and [*name of the Contractor*].¹ (hereinafter “the Contractor”), of the other part:

WHEREAS the *Employer* desires that the Works known as [*name of the Contract*]. . . . should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein.

The Employer and the Contractor agree as follows:

In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.

the Letter of Acceptance

the Letter of Technical Bid

the Letter of Price Bid/financial offer

the Addenda Nos. [***insert addenda numbers if any***].

the Special Conditions of Contract

Part A : Contract Data

Part B : Specific Provisions

Part C: Special conditions

the General Conditions of Contract;

the Specification

the Drawings;

the Work's Requirements

the completed Schedules including (priced Bill of Quantities)

Any other documents

¹*In case Contractor is a Joint Venture the ‘name of the contractor’ shall be inserted as under : “the Joint Venture under the name and title of, comprising of[Lead Partner];,; and”*

In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of [*name of the borrowing country*].
. . . .on the day, month and year indicated above.

Signed by

for and on behalf of the Employer
in the presence of

Witness, Name, Signature, Address, Date

Signed by

for and on behalf the Contractor
in the presence of

Witness, Name, Signature,
Address, Date

Form: COF3

FORM OF CONTRACT PERFORMANCE SECURITY

(BANK GUARANTEE)

[Refer Clause 41 of Instructions to Bidders]

(On non-judicial stamp paper of the appropriate value in accordance with stamp Act. The stamp paper to be in the name of Executing Bank).

From:

Name and Address of the Bank.....

.....

To:

The Chairman and Managing Director,
Mumbai Railway Vikas Corporation,
2nd Floor, Churchgate station building,
Churchgate,
Mumbai-400020.

WHEREAS, Mumbai Railway Vikas Corporation Ltd., hereinafter called the **Employer**, acting through **[Insert Designation and address of the Employer's Representative]**, has accepted the bid of **[Insert Name and address of the Contractor]**, hereinafter called the **Contractor**, for the work of **[Insert Name of Work]**, vide Notification of Award No. **[Insert Notification of Award No.]**.

AND

WHEREAS, the contractor is required to furnish Performance Security for the sum of **[Insert Value of Performance Security required]**, in the form of bank guarantee, being a condition precedent to the signing of the contract agreement.

WHEREAS, **[Insert Name of the Bank]**, with its Branch **[Address]** having its Headquarters office at **[Address]**, hereinafter called the **Bank**, acting through **[Designation(s) of the authorised person of the Bank]**, have, at the request of the **[Insert name of the JV partner]**, a JV partner on behalf of the contractor, agreed to give guarantee for performance security and additional performance security as hereinafter contained:

1. KNOW ALL MEN 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 the Employer the full amount in the sum of **[Insert Value of Performance Security required]** as above stated.
2. The Bank undertakes to immediately pay on presentation of demand by the Employer any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Employer on the Bank shall be final, conclusive and binding, absolute and unequivocal notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Employer of Bank..
3. On payment of any amount less than aforementioned full amount, as per demand of the Employer, the guarantee shall remain valid for the balance amount i.e. the aforementioned full amount less the payment made to the Employer.

4. The Bank shall pay the amount as demanded immediately on presentation of the demand by Employer without any reference to the contractor and without the Employer being required to show grounds or give reasons for its demand or the amount demanded.
5. The Bank Guarantee shall be unconditional and irrevocable.
6. The guarantee herein before shall not be affected by any change in the constitution of the Bank or in the constitution of the Contractor.
7. The Bank agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the Employer and the Contractor, will in any way release us from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification to the Bank.
8. This guarantee is valid and effective from the date of its issue, which is [insert date of issue]. The guarantee and our obligations under it will expire on [Insert the date sixty days beyond expected date of completion]. All demands for payment under the guarantee must be received by us on or before that date.
9. The Bank agrees that the Employers right to demand payment of aforementioned full amount in one instance or demand payments in parts totaling up to the aforementioned full amount in several instances will be valid until either the aforementioned full amount is paid to the Employer or the guarantee is released by Employer before the Expiry date.
10. The Bank agrees that its obligation to pay any amount demanded by the Employer before the expiry of this guarantee will continue until the amount demanded has been paid in full.
11. The expressions Bank and Employer herein before used shall include their respective successors and assigns.
12. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the employer. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.
13. The Guarantee shall be in addition to and without prejudice to any other security Guarantee (s) of the contractor in favour of the Employer available with the Employer. The Bank, under this Guarantee, shall be deemed as Principal Debtor of the Employer.

Date

Place.....

.....
[Signature of Authorised person of Bank]

.....
[Name in Block letters]

.....
[Designation]

.....
[P/Attorney] No.

.....

Bank's Seal

[P/Attorney] No.....

Witness:

1. *Signature*
 Name & Address & Seal
2. *Signature*
 Name & address & Seal

Note :

- 1 *All italicized text is for guidance on how to prepare this bank guarantee and shall be deleted from the final document.*
- 2 *In case the guarantee is issued by a foreign Bank, which does not have operations in India, the said bank shall have to provide a counter-guarantee by State Bank of India.*
- 3, *The Bank Guarantee should be duly attested by Notary public with notarial stamp of appropriate value affixed thereon.*
4. *In case the Contractor is a JV, the Performance Security is required to be furnished on behalf of the JV in favour of the Employer by the JV Partners in proportion of their respective percentage share specified in the JV Agreement. The percentage share of M/s **[Insert Name of the JV Partner]** in the JV is [**Fill share % in the JV**] percent. All the Bank Guarantee of JV Partners are liable to be encashed cumulatively.*

Form: COF4

**FORM OF ADDITIONAL PERFORMANCE SECURITY
(BANK GUARANTEE)**

[Refer Clause 35.5 of Instructions to Bidders]

***(On non-judicial stamp paper of the appropriate value in accordance with
stamp Act. The stamp paper to be in the name of Executing
Bank)***

From:

Name and Address of the Bank.....

.....

To:

The Chief Engineer,
Mumbai Railway Vikas Corporation,
2nd Floor, Churchgate Station Building,
Churchgate,
Mumbai-400020.

WHEREAS, Mumbai Railway Vikas Corporation, hereinafter called the **Employer**, acting through *[Insert Designation and address of the Employer's Representative]*, has accepted the bid of *[Insert Name and address of the Contractor]*, hereinafter called the **Contractor**, for the work of *[Insert Name of Work]*, vide Notification of Award No. *[Insert Notification of Award No.]*.

AND

WHEREAS, the contractor is required to furnish additional Performance Security for the sum of *[Insert Value of additional Performance Security required]*, in the form of bank guarantee, being a condition precedent to the signing of the contract agreement.

WHEREAS, *[Insert Name of the Bank]*, with its Branch *[Address]* having its Headquarters office at *[Address]*, hereinafter called the **Bank**, acting through *[Designation(s) of the authorised person of the Bank]*, have, at the request of the *[Insert name of the JV partner]*, a JV partner on behalf of the contractor, agreed to give guarantee for additional performance security as hereinafter contained:

1 KNOW ALL MEN 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 the Employer the full amount in the sum of *[Insert Value of additional Performance Security required]* as above stated.

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

3 On payment of any amount less than aforementioned full amount, as per demand of the Employer, the guarantee shall remain valid for the balance amount i.e. the aforementioned full amount less the payment made to the Employer.

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

5 The Bank Guarantee shall be unconditional and irrevocable.

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

7 The Bank agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the Employer and the Contractor, will in any way release us from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification to the Bank.

8 This guarantee is valid and effective from the date of its issue, which is *[insertdate of issue]*. The guarantee and our obligations under it will expire on *[Insert the date sixty days beyond expected date of completion]*. All demands for payment under the guarantee must be received by us on or before that date.

9 The Bank agrees that the Employers right to demand payment of aforementioned full amount in one instance or demand payments in parts totaling up to the aforementioned full amount in several instances will be valid until either the aforementioned full amount is paid to the Employer or the guarantee is released by Employer before the Expiry date.

10 The Bank agrees that its obligation to pay any amount demanded by the Employer before the expiry of this guarantee will continue until the amount demanded has been paid in full.

11 The expressions Bank and Employer herein before used shall include their respective successors and assigns.

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

13 The Guarantee shall be in addition to and without prejudice to any other security Guarantee(s) of the contractor in favour of the Employer available with the Employer. The Bank, under this Guarantee, shall be deemed as Principal Debtor of the Employer.

Date

Place.....

.....
[Signature of Authorised person of Bank]

.....
[Name in Block letters]

[Designation]

.....
[P/Attorney] No.

.....
Bank's Seal
[P/Attorney] No.....

Witness:

1. Signature
Name & Address & Seal
2. Signature
Name & address & Seal

Note :

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

2 In case the guarantee is issued by a foreign Bank, which does not have operations in India, the said bank shall have to provide a counter-guarantee by State Bank of India.

3 The Bank Guarantee should be duly attested by Notary public with notarial stamp of appropriate value affixed thereon.

4 In case the Contractor is a JV, the additional Performance Security is required to be furnished on behalf of the JV in favour of the Employer by the JV Partner(s) who is responsible for execution of schedule(s) (as per JV agreement) against which additional Performance Security is required to be submitted in terms of ITB 35.5. All the Bank Guarantee of JV Partners are liable to be encashed cumulatively.

Form: COF5

Advance Payment Security

[Refer Clause 46.(4) of IR GCC]

(On non-judicial stamp paper of appropriate value in accordance with stamp Act. The stamp paper to be in the name of Executing Bank)

From

[Name and Address of the Bank]

To

The Chief Engineer,
Mumbai Railway Vikas Corporation,
2nd Floor, Churchgate Station Building,
Churchgate,
Mumbai-400020.

Beneficiary: Mumbai Railway Vikas Corporation.

Guarantee No.: *[.....reference number of the guarantee....]* **Dated:** *[.....]*

WHEREAS, Mumbai Railway Vikas Corporation Ltd. **(hereinafter called the Employer)** has entered into Contract No. *[.....reference number of the Contract....]* dated *[.....]* for the execution of *[name of the contract]* **(hereinafter called the Contract)** with *[.....name of the Contractor....]* **(hereinafter called the Contractor)**.

WHEREAS, according to the Conditions of the Contract, an advance payment is admissible to the contractor against submission of bank guarantee(s).

At the request of the Contractor, we *[.....name of the Bank....]* with our branch at *[.....address....]*, having our Head Office at *[.....address....]* **(hereinafter called the Bank)** have, at the request of *[.....Insert name of the JV partner.....]*, a JV partner on behalf of the Contractor, agreed to give the said guarantee as hereinafter contained:

1. KNOW ALL MEN by these present that I/We the undersigned *[.....Insert name(s) of authorized representative(s) 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 guarantees to pay the Employer the sum of Rs. *[.....value in figure....]* (Rupees *[.....value in words....]*) **only (hereinafter called the Full Amount)**.
2. The Bank undertakes to immediately pay to the Employer, without any demur, reservation or recourse, any amount up to and including aforementioned full amount upon first written demand/demands from the Employer.

3. On payment of any amount less than aforementioned full amount, as per demand of the Employer, the guarantee shall remain valid for the balance amount i.e. the aforementioned full amount less the payment made to the Employer.
4. The Bank shall pay the amount so demanded without any reference to the contractor and without the Employer being required to show grounds or give reasons for its demand or the amount demanded.
5. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank, the Contractor or the Employer.
6. The Bank agrees that no change, addition, modification to the terms of the Contract Agreement or to any document, which have been or may be made between the Employer and the Contractor, will in any way release us from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification to the Bank.
7. This guarantee is valid and effective from the date of its issue, which is.....[....date of issue....]. The guarantee and our obligations under it will expire on dated All demands for payment under the guarantee must be received by us on or before that date.
8. The Bank agrees that the Employer's right to demand payment of aforementioned full amount in one instance or demand payments in parts totaling up to the aforementioned full amount in several instances will continue until either the aforementioned full amount is paid to the Employer or the guarantee validity period expires.
9. The Bank agrees that its obligation to pay any amount demanded by the Employer before the expiry of this guarantee will continue until the amount demanded has been paid in full.
10. The expressions Bank and Employer herein before used shall include their respective successors and assigns.
11. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the employer. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

Dated[.....]

...

Place[.....]

...

.....
(Signature of the Authorized Person of the Bank)

.....
(Name in Block Letters)

.....
(Designation)

.....
(Bank's Seal)

.....
(Authorization No.)

Witness:

1.
Signature, Name & Address

2.
Signature, Name & Address

Note:

1. All italicized text in brackets [...text...] is for guidance on how to prepare this bank guarantee and shall be deleted from the final document.

2. In case the guarantee is issued by a foreign Bank, the said bank shall have operations in India and should be issued by Indian operations branch of the said bank.

3. The Bank Guarantee should be duly attested by Notary Public with notarial stamps of appropriate value affixed thereon.

Form: COF6**FORM OF BANK GUARANTEE FOR RELEASE OF BALANCE SECURITY DEPOSIT**

(On non-judicial stamp paper of the appropriate value in accordance with stamp Act. The stamp paper to be in the name of Executing Bank).

From:

Name and Address of the Bank.....

To:

Mumbai Railway Vikas Corporation,
 2nd Floor, Churchgate Station Building,
 Churchgate,
 Mumbai-400020.

- a) WHEREAS, Mumbai Railway Vikas Corporation Limited, (hereinafter called the **Employer**), acting through **[Insert Designation and address of the Employer's Representative]**, has entered into a contract with **[Insert Name and address of the Contractor's Representative]**, (hereinafter called the **Contractor**), for the work of **[Insert Name of Work]**, vide Notification of Award No. **[Insert Notification of Award No.]**.
- b) WHEREAS as per conditions of contract Employer has deducted an amount of RS **[Insert Amount deducted as retention money]** towards security deposit till date, and WHEREAS now the contractor has requested the Employer for releasing the said amount on submission of a bank guarantee of equivalent amount which has been accepted by the Employer. ****

OR

WHEREAS as per conditions of contract Employer has deducted an amount of RS _____ **[Insert Amount deducted as retention money]** towards security deposit till date, out of a total amount of Rs _____ **[Insert total Amount of security deposit deductible as specified in the contract]** which is due to be deducted as security deposit as per Contract agreement and WHEREAS now the Contractor has requested the Employer to accept a bank guarantee of the equivalent amount of the total security deposit due as per contract agreement so that the amount already deducted may be released in favour of the contractor and that no further deduction towards security deposit will be made in future which has been accepted by the Employer ****

- c) WHEREAS, **[Insert Name of the Bank]**, with its Branch **[Address]** having its Headquarters office at **[Address]**, hereinafter called the **Bank**, acting through **[Designation(s) of the authorised person of the Bank]**, have, at the request of the contractor, agreed to give guarantee as hereinafter contained

1. KNOW ALL MEN 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 the Employer to pay the full amount in the sum of **[Insert Value of the Bank Guarantee being submitted]** as above stated.

2. The Bank undertakes to immediately pay to the Employer any amount up to and including aforementioned full amount upon written order/orders from the Employer without any demur, reservation or recourse.

3. On payment of any amount less than aforementioned full amount, as per demand of the Employer, the guarantee shall remain valid for the balance amount i.e. the aforementioned full amount less the payment made to the Employer.

4. The Bank shall pay the amount so demanded without any reference to the contractor and without the Employer being required to show grounds or give reasons for its demand or the amount demanded.

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

6. The Bank agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the Employer and the Contractor, will in any way release us from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification to the Bank.

4

7. This guarantee is valid and effective from the date of its issue, which is.....***[insert date of issue]***. The guarantee and our obligations under it will expire on ***[Insert the date sixty days after the expected end of maintenance period.]***. All demands for payment under the guarantee must be received by us on or before that date.

8. The Bank agrees that the Employers right to demand payment of aforementioned full amount in one instance or demand payments in parts totaling up to the aforementioned full amount in several instances will continue until either the aforementioned full amount is paid to the employer or the guarantee expires.

9. The Bank agrees that its obligation to pay any amount demanded by the Employer before the expiry of this guarantee will continue until the amount demanded has been paid in full.

9. The expressions Bank and Employer herein before used shall include their respective successors and assigns.

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

Date

Place.....

.....
[Signature of Authorised person of Bank]

.....
[Name in Block letters]

.....
[Designation]

.....
.....[Address].....

.....

Witness :

1. Signature

Name & Address & Seal

2. Signature

Bank's Seal

Name & address & Seal

Authorisation No.....

Note :

- 1) *All italicized text is for guidance on how to prepare this bank guarantee and shall be deleted from the final document.*
- 2) *In case the guarantee is issued by a foreign Bank, the said bank shall have operations in India and should be countersigned by Indian operations branch of the said bank.*
- 3) *The Bank Guarantee should be duly attested by Notary public with notarial stamps of appropriate value affixed thereon.*
- 4) ***** strike out whichever is not applicable.*

Form: COF7
Reference Para 17B of part II of GCC

PROFORMA FOR TIME EXTENSION

No. _____ Dated: _____

Sub: (i) _____ (*name of work*).
 (ii) Acceptance letter no. _____
 (iii) Understanding/Agreement no. _____

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

Dear Sir,

1. The stipulated date for completion of the work mentioned above is _____. From the progress made so far and the present rate of progress, it is unlikely that the work will be completed by the above date (or 'However, the work was not completed on this date').
2. Expecting that you may be able to complete the work if some more time is given, the competent authority, although not bound to do so, hereby extends the time for completion from _____ to _____.
3. Please note that an amount equal to the liquidated damages for delay in the completion of the work after the expiry of _____ (*give here the stipulated date for completion with/without any liquidated damage fixed earlier*) will be recovered from you as mentioned in Clause 17B of the Standard General Conditions of Contract for the extended period, notwithstanding the grant of this extension. You may proceed with the work accordingly.
4. The above extension of the completion date will also be subject to the further condition that no increase in rates on any account will be payable to you.
5. Please intimate within a week of the receipt of this letter your acceptance of the extension of the conditions stated above.
6. Please note that in the event of your declining to accept the extension on the above said conditions or in the event of your failure after accepting or acting upto this extension to complete the work by _____ (*here mention the extended date*), further action will be taken in terms of Clause 62 of the Standard General Conditions of Contract.

Yours faithfully

For and on behalf of the MRVC

Form: COF8
(Refer Clause 40(A) of part II of IR GCC)
Registered Acknowledgement Due

**PROFORMA OF 14 DAYS NOTICE FOR OFFLOADING OF PART OF CONTRACT
WORK**

(Without Prejudice)

To

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

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

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

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

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

Kindly acknowledge
receipt.

Yours faithfully

For and on behalf of the MRVC

Form: COF9

(Reference GCC part II Clause 40(A))
Registered Acknowledgement Due

NOTICE FOR PART OF CONTRACT WORK OFFLOADED
(Without Prejudice)

To

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

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

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

Or,

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

*(List of Part(s) of work offloaded, Details of mode of execution of such offloaded work
alongwith approximate cost thereof to be mentioned)*

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

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

The additional cost in execution of offloaded work through mode(s) mentioned in para (1) above is determined as Rs. _____, over & above the cost of execution under this contract (including the

PVC amount payable as per contract, as on the date of issue of this notice). This additional cost shall be _____ recovered from your next on account bill(s) or any other dues payable to you under contract.

The Contract value gets reduced to Rs.:

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

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the MRVC

Form: COF10

Reference Para 60.(2)

CERTIFICATE OF FITNESS

(a) Serial Number _____

(b) Date _

Name of person examined _____

Father's Name: son/daughter of _____

Residing at _____

Sex _____

Residence:

Physical fitness

Identification marks _____

Date of birth, if available, and/or certified age _____

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

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

Reasons for :

Refusal to grant certificate, or _____

Revoking the certificate _____

Signature or left hand Thumb impression of the person examined.

Signature of Certifying Surgeon

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

Form: COF11

(Reference Clause 62. (1))

Registered Acknowledgement Due

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

(Without Prejudice)

To

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

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

Your attention is invited to this office/Chief Engineer's office letter no. _
____, dated____in reference to your representation, dated_____.

As you have failed to abide by the instructions issued to commence the work /to show adequate progress of work you are hereby given 7 days' notice in accordance with Clause 62 of the Standard General Conditions of Contract to commence works / to make good the progress, failing which further action as provided in Clause 62 of the Standard General Conditions of Contract viz. to terminate your Contract and complete the balance work without your participation will be taken.

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the MRVC

Form: COF12

Reference Para 62(1)

Registered Acknowledgement Due
PROFORMA OF 48 HRS. NOTICE FOR WHOLE WORK
(Without Prejudice)

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

Seven days' notice under Clause 62 of the Standard General Conditions of Contract was given to you under this office letter of even no., dated____; but you have taken no action to commence the work/show adequate progress of the work.

2. You are hereby given 48 hours' notice in terms of Clause 62 of the Standard General Conditions of Contract to commence works / to make good the progress of works, failing which and on expiry of this period your above contract will be rescinded and the work under this contract will be carried out independently without your participation and your Security Deposit shall be forfeited and Performance Guarantee shall also be encashed and any other consequences which may please be noted.

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the MRVC

Form: COF13

Reference Para 62.(1)

Registered Acknowledgement Due
PROFORMA OF TERMINATION NOTICE

(Without Prejudice)

No. _____

To

Dated ____

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

Forty eight hours (48 hrs.) notice was given to you under this office letter of even no., dated

____; but you have taken no action to commence the work/show adequate progress of the work.

Since the period of 48 hours' notice has already expired, the above contract stands rescinded in terms of Clause 62 of the Standard General Conditions of Contract and the balance work under this contract will be carried out independently without your participation. Your participation as well as participation of every member/partner in any manner as an individual or a partnership firm/JV is hereby debarred from participation in the tender for executing the balance work and your Security Deposit shall be forfeited and Performance Guarantee shall also be encashed.

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the MRVC

Form: COF14

Reference Para 62.(1)

Registered Acknowledgement Due
PROFORMA OF 48 HRS. NOTICE FOR PART OF THE WORK.....

(DETAILS OF PART OF WORK TO BE MENTIONED)

(Without Prejudice)

To

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

Seven days' notice under Clause 62 of the Standard General Conditions of Contract was given to you under this office letter of even no., dated _____; but you have taken no action to commence the work/show adequate progress of the part of work (details of part to be mentioned).

You are hereby given 48 hours' notice in terms of Clause 62 of the Standard General Conditions of Contract to commence works / to make good the progress of works, failing which and on expiry of this period your above part of work (Details of part to be mentioned) in contract will be rescinded and the work will be carried out independently without your participation.

Your full Performance Guarantee for the contract shall be forfeited and you shall not be issued any completion certificate for the contract. However, no additional Performance Guarantee shall be required for balance of work being executed through the part terminated contract.

The contract value of part terminated contract shall stands reduced to

Kindly acknowledge receipt.

Yours faithfully

] For and on behalf of the MRVC

Form: COF15

Reference Para 62.(1)
Registered Acknowledgement Due

**PROFORMA OF TERMINATION NOTICE FOR PART OF THE
WORK.....
(DETAILS OF PART OF WORK TO BE MENTIONED)
(Without Prejudice)**

No. _____

To

Dated ____

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

Forty eight hours (48 hrs.) notice was given to you under this office letter of even no., dated _; but you have taken no action to commence the work/show adequate progress of the part of work (details of part to be mentioned).

Your above part of work in contract (details of part to be mentioned) stands rescinded in terms of Clause 62 of the Standard General Conditions of Contract and the same will be carried out independently without your participation. Your participation as well as participation of every member/partner in any manner as an individual or a partnership firm/JV is hereby debarred from participation in the tender for executing the balance work

Your full Performance Guarantee for the contract shall be forfeited and you shall not be issued any completion certificate for the contract. However, no additional Performance Guarantee shall be required for balance of work being executed through the part terminated contract.

The contract value of part terminated contract stands reduced to

.....

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the MRVC

Form: COF16

Reference Para 48.(3)

FINAL SUPPLEMENTARY AGREEMENT

Articles of agreement made this day ____ in the year __ between (Name of Employer), having his office at _____ herein after called the employer of the one part and _____ of the second part.

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

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

And whereas the party hereto of the first part already made payment to the party hereto of the second part diverse sums from time to time aggregating to ₹ including the Final Bill

bearing voucher No. _____
dated _____ of value _____
duly

adjusted as per price variation clause, if applicable (the receipt of which is hereby acknowledged by the party hereto of the second part in full and final settlement of all his /its claims under the principal agreement.

And whereas the party hereto of the second part have received sum of ₹ _____ through the

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

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

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

Or

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

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

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

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

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

Signature of the Contractor/s for and on behalf of the MRVC

ADDRESS:_____

Form: COF17

Reference Para 64.3 & 64.6

Agreement towards Waiver under Section 12(5) and Section 31A (5) of Arbitration and Conciliation (Amendment) Act

I/we..... (Name of agency/Contractor) with reference to agreement no
raise
disputes as to the construction and operation of this contract, or the respective
rights and liabilities, withholding of certificate and demand arbitration in respect
of following claims :

Brief of claim:

Claim 1-

Claim 2 –

Claim 3 –

I/we..... (post of Engineer) with reference to agreement no..... hereby
raise disputes as to the construction and operation of this contract, or the
respective rights and liabilities, withholding of certificate and demand arbitration
in respect of following claims:

I/we do/do not agree to waive off applicability of section 12(5) of
Arbitration and
Conciliation (Amendment) Act.

Signature of Claimant__Signature of Respondent __

Agreement under Section 31(5)

I/we..... (Name of claimant) with reference to agreement no hereby waive
off the
applicability of sub section 31-A (2) to 31-A (4) of the Arbitration and Conciliation
(Amendment Act. We further agree that the cost of arbitration will be shared by
the parties as per Clause 64(6) of the Standard General Conditions of Contract.

.

Signature of Claimant__Signature of Respondent__

*Strike out whichever not applicable.

Form: COF18

Reference Para 64.(3)

Certification by Arbitrators appointed under Clause 63 & 64 of Indian Railways General Conditions of Contract

Name:

Contact Details:

Prior experience (Including Experience with Arbitrations):

I do not have more than ten on-going Arbitration cases with me.

I hereby certify that I have retired from Railways w.e.f. and empanelled as Railway Arbitrator as per 'The Arbitration and Conciliation Act- 1996'.

I have no any past or present relationship in relation to the subject matter in dispute, whether financial, business, professional or other kind.

Or

I have past or present relationship in relation to the subject matter in dispute, whether financial, business, professional or other kind. The list of such interests is as under:

I have no any past or present relationship with or interest in any of the parties whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to my independence or impartiality in terms of The Arbitration and Conciliation Act-1996.

Or

I have past or present relationship with or interest in any of the parties whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to my independence or impartiality in terms of The Arbitration and Conciliation Act-1996. The details of such relationship or interests are as under:

There are no concurrent Circumstances which are likely to affect my ability to devote sufficient time to the arbitration and in particular to finish the entire arbitration within twelve months.

Or

There are Circumstances which are likely to affect my ability to devote sufficient time to the arbitration and in particular to finish the entire arbitration within twelve months. The list of such circumstances is as under:

Form: COF19

No.....
 .dd/mm/yyyy

Date:

WORK COMPLETION / PART COMPLETION CERTIFICATE

This is to certify that M/s. (Put name of contractor/JV with full address – As per CA) have completed/partly complete the following work as per details below.

1.	Name of the work as per CA	:	
2.	Contract Agreement No. & Date	:	
3.	Contract Amount(showing GST)	:	
4.	Date of Commencement	:	
5.	Date of Completion (Extended/ Actual)	:	
6.	Defect liability period	:	Put period of "Defect liability", if completed give remarks.
7.	Revised/ Completion Contract Cost (This cost shall include amount of PVC paid)	:	
8.	Payments made till date showing GST	:	
9.	Penalties/ Liquidated damages	:	Put details as per record.
10.	Payments made year wise	:	Put details as per record for each financial year.
11.	Remarks	:	Give remarks in short for performance or percentage completion.
12.	Technical details of work/ Key activities	:	Put details of quantities of main items executed (year wise/ total)

This certificate is issued as per the contractor's request.

(Name of issuing officer)
 Designation

Form: COF 20

Notification of Intention to Award

[This Notification of Intention to Award shall be sent to each Tenderer that submitted a Tender.]

[Send this Notification to the Tenderer's Authorized Representative named in the Tenderer Information Form]

For the attention of Tenderer's Authorized Representative Name: *[insert Authorized Representative's name]* Address: *[insert Authorized Representative's Address]* Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*

Email Address: *[insert Authorized Representative's email address]*

[IMPORTANT: insert below the date that this Notification is transmitted to Tenderers. The Notification must be sent to all Tenderers simultaneously. This means on the same date and as close to the same time as possible.]

DATE OF TRANSMISSION: This Notification is sent by: *[email/fax]* on *[date]* (local time)

Notification of Intention to Award

Employer: *[insert the name of the*

Employer] **Project:** *[insert name*

of project]

Tender No: *[insert Tender reference number from Procurement Plan]*

Contract Title: *[insert the name of the contract]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

request a debriefing in relation to the evaluation of your Tender, and/or

submit a Procurement-Related Complaint in relation to the decision to award the contract.

The successful Tenderer

Name:	[insert name of successful Tenderer]
Address:	[insert address of the successful Tenderer]
Contract Price:	[insert contract price of the successful Tender]

List of all Tenderers *[INSTRUCTIONS: insert names of all Tenderers that submitted a Tender including the successful Tenderer, together with the corresponding Tender price as read out at tender opening and the evaluated Tender price (when rated criteria are not used).]*

Name of Tenderer	Tender Price	Evaluated Tender Price (if applicable)
[insert name]	[insert Tender price]	[insert evaluated price]
[insert name]	[insert Tender price]	[insert evaluated price]
[insert name]	[insert Tender price]	[insert evaluated price]
[insert name]	[insert Tender price]	[insert evaluated price]
[insert name]	[insert Tender price]	[insert evaluated price]

Or

List of all Tenderers *[INSTRUCTIONS: insert names of all Tenderers that submitted a Tender including the successful Tenderer, together with the corresponding Tender price as read out at tender opening and the evaluated Tender price, respective technical and financial scores, combined technical and financial score (when rated criteria are used).]*

Name of Tenderer	Tender Price	Evaluated Tender Price	Technical Score	Financial Score	Combined Score
-----------------------------	-------------------------	-----------------------------------	----------------------------	----------------------------	---------------------------

<i>[insert name]</i>	<i>[insert Tender price]</i>	<i>[insert evaluated price]</i>			
<i>[insert name]</i>	<i>[insert Tender price]</i>	<i>[insert evaluated price]</i>			
<i>[insert name]</i>	<i>[insert Tender price]</i>	<i>[insert evaluated price]</i>			
<i>[insert name]</i>	<i>[insert Tender price]</i>	<i>[insert evaluated price]</i>			
<i>[insert name]</i>	<i>[insert Tender price]</i>	<i>[insert evaluated price]</i>			

Reason/s why your Tender was unsuccessful

How to request a debriefing

DEADLINE: The deadline to request a debriefing expires at midnight on *[insert date]* (local time).

You may request a debriefing in relation to the results of the evaluation of your Tender. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Tenderer, contact details; and address the request for debriefing as follows:

Attention: *[insert full name of person, if applicable]*

Title/position: *[insert*

title/position] **Agency:**

[insert name of Employer]

Email address: *[insert email address]*

Fax number: *[insert fax number]* **delete if not used**

If your request for a debriefing is received within the three (3)-Business Day deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

How to make a complaint

Standstill Period

If you have any questions regarding this Notification, please do not hesitate to contact us. For and on behalf of the Employer:

Signature:-

Name:

Title/Position:

Telephone:

Email:

Section 9:

Bill of Quantities (BOQ)

Tender Inviting Authority: MUMBAI RAILWAY VIKAS CORPORATION LTD.

Name of Work:

“Balance General service Electrical works in connection with construction of station buildings, service buildings, New platforms, New FOBs, staff quarters, etc. for Panvel-Karjat suburban corridor”

RFT No: - MRVC/W/EL/GS/PNVL-KJT/Balance works.

NOTE :

- A. Tenderers are advised to go through the explanatory notes enclosed in this Tender before quoting the rates in this schedule.
- B. All rates offered by the Tenderers shall be exclusive of GST (Goods & Services Tax). Comparative statement generated by web site after opening of price Tender online will have totals as under :-
 - 1. Total without Tax As rates are exclusive of GST, figures in both columns will be same. Please note that both totals will be considered as Total without GST.
- C. Rates to be quoted in Excel sheet only.

Sl. No.	Item Description	Quantity	Units	Unit Rate (Rs)	Total Amount (Rs)
1	Supplying all materials including wires, multiple loading/unloading, storing, handling, fixing, laying, wiring and testing of One light, ceiling/ exhaust/ bracket fan/call bell point controlled by one 6 A modular flush type switch in PVC conduit / flexible conduit with joints bends etc. and run from switch board to light/ fan/ exhaust fan/bracket fan etc. including all material required for fixing arrangement on Angular/vertical holder/PVC blocks/clamps in concealed/conduit/capping casing starting from the switch board to the point terminated in ceiling rose with earth connection as detailed below, flush type MS Boxes of required modules, electronic fan regulator/ bell (Supply cost of fan regulator/ bell is not covered in this item but erection & commissioning on switch board is included), together with wiring accessories such as 6A modular flush type switches in manufacturer's boxes of suitable sizes with wrap around front plates, modular doorbell push button near entrance in separate flush type MS boxes including circuit wiring with 2 x 2.5 sq.mm 1100 volts grade PVC insulated unsheathed multi strand copper conductor single core flame retardant (FRLS) class 2 wire along with one run of 2.5 sq.mm PVC insulated (green colour) stranded FRLS class 2 earth wire complete as per IS: 694/ IS 3043 with latest amended with earthing of fixtures, sockets, ceiling roses and boxes PVC bushes for conduits ends, screws, complete in all respects as per standard specifications. The phase & Neutral wires may be terminated in a ceiling rose near the location of fan/ fitting.				
1.1	Supply	1500.00	Nos.		

Sl. No.	Item Description	Quantity	Units	Unit Rate (Rs)	Total Amount (Rs)
2	Supplying all materials, multiple loading/ unloading, storing, handling, laying, testing & commissioning and wiring for 250 volts single phase and neutral 16 amps switch & universal socket outlet with 2x4 + 1x2.5 sq.mm. 1100 volts PVC insulated unsheathed multi strand copper conductor single core flame retardant (FRLS) class 2 wire as per IS: 694/ IS 3043 with latest amended with latest amendment from distribution boards, in concealed heavy duty PVC conduit, conduit accessories including providing and fixing of 6/16 amps switch & universal sockets with safety shutter of modular type (with manufacturer MS boxes & wrap around front plates) of approved make and design & earthing the third pin of the socket outlet with 2.5 Sq.mm PVC insulated copper stranded conductor FRLS wire (one socket outlet shall be connected with one circuit from MCB DB). The cost of wiring other switch boards and outdoor lights from DB will be paid under this item on flat rate basis. Looping amongst switch Board will not be paid separately. (Supply, Erection & Commissioning)		.		
2.1	Supply	300.00	Nos.		

Sl. No.	Item Description	Quantity	Units	Unit Rate (Rs)	Total Amount (Rs)
3	Supply of all material, multiple loading/ unloading, storing, handling, installation, testing & commissioning of following sizes bus duct trucking system with minimum 2 nos. Center / end feed unit and after that 1 no. Center/ end feed as per site requirement for every 100 meter or part there off with ELCB, straight lengths 3 mtrs with 3 outlets (One outlet per meter), end covers, 16A tap off box, Plug in boxes, 10A DP selection plugs suitable with glass fuse (10% extra glass fuses), 1 no. flexible bends/joint as per site requirement for every 50 meters or part there off, connectors, ceiling bracket holder, suspension clamp, nut, bolts, flexible lead wires, all bracket, suspension hook, snap clamp etc. All suspension accessories shall be either Galvanized or powder coated. The cost shall also include manufacturers extended warranty for 3 years after warranty of 2 years for replacing part against any defects.				
3.1	Supply of 40A (4+2) conductors, 3ph, 4 wire	2950.00	Mtrs.		
3.2	Supply of 25A (3+1) conductors, 3ph, 4 wire	4010.00	Mtrs.		
4	Supply of all material, multiple loading/ unloading, storing, storing, handling, Wiring, installation, testing & commissioning from Junction box/ Plug in Box/ Tap of box of bus trunking system to Light/Fan points with 2x2.5+1x2.5 sq.mm 1100 grade PVC insulated unsheathed multi strand copper conductor single core flame retardant (FRLS) Class 2 wire as per IS: 694/ IS 3043 on surface/ PVC conduit / flexible conduit with joints bends as required to complete the wiring including all material required for fixing arrangement. (Supply, Erection & Commissioning)				
4.1	Supply	1800.00	Nos.		

Sl. No.	Item Description	Quantity	Units	Unit Rate (Rs)	Total Amount (Rs)
5	Supplying, multiple loading/ unloading, storing of following sizes ISI marked FRLS aluminium conductor, cross linked, HR PVC Inner sheath Extruded polyethylene. XLPE insulated. HR PVC outer sheathed, armoured with galvanised round steel wire/steel strip, suitable for rated voltage 1.1 kV grade with thermoplastic inner sheath and confirming to IS 7098 (Part I) 1988 with latest amendment of following sizes:				
5.1	4 core 300 sq. mm. Al. Cable (Supply)	500.00	Mtrs.		
6	Laying of 160mm OD PE-80 PN-6 HDPE pipe in all type of soil including hard rock by micro tunnelling for lying underground cable across track below 3Mtrs from the ground level. (Supply, Erection & Commissioning)				
6.1	Erection	700.00	Mtrs		
7	Extra for Supply, multiple loading/ unloading, storing, placing, fixing and laying of following sizes RCC NP-4 class concrete pipe as per IS: 458 with latest amendment under roads, pathway, tracks (With or without power block) etc. and collar jointed with cement mortar (Two Half round, if provided, will be considered as one full pipe) as per site requirement				
7.1	100/150 mm diameter 2.0 m (Supply, Erection & Commissioning)	900.00	Nos.		
8	Supply, placing and grouting of cable route markers at 30 M spacing, at bends, ends and joints (Supply, Erection & Commissioning)	100.00	Nos.		

Sl. No.	Item Description	Quantity	Units	Unit Rate (Rs)	Total Amount (Rs)
9	Supply erection testing and commissioning of copper pipe size 1 1/8 & 7/8 of 16 SWG gauge				
9.1	a) Supply	350.00	Mtrs.		
10	Supply of High Ambient & High Sensible Cooling unit (2+2TR, 1 PH) Variable set point, 43 Deg Ambient	10.00	Nos.		
11	Supply, multiple loading/ unloading, storing of 250A 4P MCCB Microprocessor release breaking capacity 50 kA- 2Nos. as incoming, Automatic Changeover Switch: 250A with inbuilt Time delay, primary protection against single phasing, over voltage- 1 No. Busbar: 250A Outgoing: 125A 4P MCCB breaking capacity 36 kA each thermal magnetic release- 5 Nos. 16-63A 4P MCCB breaking capacity 16 kA each thermal magnetic release- 6 Nos, 6A-32A 4P MCB breaking capacity 10 kA - 4 Nos., 6A-32A DP MCB breaking capacity 10 kA - 18 Nos. 32A Power connector and timer for lighting load -8 Nos.				
11.1	a) Supply	3.00	Nos.		
12	Supply, multiple loading/ unloading, storing, installation/ erection, testing & commissioning of various sizes HDGI Channel, Angles, Flats as per power supply utility's Specification. (Channel 100x50x6mm=9.2Kgs/m, Channel 75x40x6mm=7.1Kgs/m, Angle 50x50x6mm=4.1Kgs/m, Flat 50x10mm=4.0Kgs/m, Flat 50x6mm=2.5Kgs/m, Flat 25x3mm=0.6Kgs/m)				
12.1	a) Supply	18.00	MT		
12.2	b) Erection	16.00	MT.		

Sl. No.	Item Description	Quantity	Units	Unit Rate (Rs)	Total Amount (Rs)
13	Supply, multiple loading/ unloading, storing, installation/ erection, testing & commissioning of Danger Board 11kV/22 KV/33kV along with fixing arrangement including nuts, check nuts, washers necessary hardware etc., as per power supply utility's Specification. (Erection)				
13.1	a)Supply	32.00	Nos.		
13.2	b)Erection	32.00	Nos.		
14	Supply , erection, testing and commissioning of 150 Sq mm single Core PVC Cu. Cable				
14.1	a)Supply	120.00	Mtrs.		
14.2	b)Erection	120.00	Mtrs.		
15	Supply & erection of end termination kit/ brass compression gland & Ring Type Cu. Lugs For 150 Sq mm single Core PVC Cu. Cable of 1.1 kV grade.				
15.1	a) Supply	60.00	Nos.		
15.2	b) Erection & Commissioning	60.00	Nos.		
16	Supply , erection, testing and commissioning of Floor Panel Incomer: 100A 4P MCCB 2 Nos. Outgoing: 63A 4P MCB 3 Nos. & 63 2P MCB 3 Nos.				
16.1	a) Supply	8.00	Set		
16.2	b) Erection & Commissioning	8.00	Set		

Sl. No.	Item Description	Quantity	Units	Unit Rate (Rs)	Total Amount (Rs)
17	Supply , erection, testing and commissioning of Emergency Panel Incomer: 200A 4P MCCB 1 No. Outgoing: 100A 4P MCCB 6 Nos. & 250A busbar 1 No.				
17.1	a) Supply	2.00	Set		
17.2	b) Erection & Commissioning	2.00	Set		
18	Supply , erection, testing and commissioning of Main circuit wiring with One line PVC Conduit & 2 x 6.0 sqmm 1100 volts grade PVC insulated unsheathed multi strand copper conductor single core flame retardant (FRLS) wire along with one run of 1 X 6.0 sq.mm PVC insulated (green colour) stranded FRLS earth wire complete				
18.1	a) Supply	4000.00	Mtrs.		
18.2	b) Erection	4000.00	Mtrs.		
19	Supply , erection, testing and commissioning of Main circuit wiring with two-line PVC Conduit & 4 x 6.0 sqmm 1100 volts grade PVC insulated unsheathed multi strand copper conductor single core flame retardant (FRLS) wire along with one run of 2X6.0 sq.mm PVC insulated (green colour) stranded FRLS earth wire complete				
19.1	a) Supply	1200.00	Mtrs.		
19.2	b) Erection	1200.00	Mtrs.		

Sl. No.	Item Description	Quantity	Units	Unit Rate (Rs)	Total Amount (Rs)
20	Supply , erection, testing and commissioning of Main circuit wiring with two-line PVC Conduit & PVC Conduit & 2 x 10.0 sqmm 1100 volts grade PVC insulated unsheathed multi strand copper conductor single core flame retardant (FRLS) wire along with one run of 1 X 6.0 sq.mm PVC insulated (green colour) stranded FRLS earth wire complete				
20.1	a) Supply	1500.00	Mtrs.		
20.2	b) Erection	1500.00	Mtrs.		
21	Supply , erection, testing and commissioning of Main circuit wiring with two-line PVC Conduit & 4 x 10.0 sqmm 1100 volts grade PVC insulated unsheathed multi strand copper conductor single core flame retardant (FRLS) wire along with one run of 2X6.0 sq.mm PVC insulated (green colour) stranded FRLS earth wire complete				
21.1	a) Supply	600.00	Mtrs.		
21.2	b) Erection	600.00	Mtrs.		
22	Supply & Stringing of ACSR DOG conductor, connecting to the 11/22kv overhead line and commissioning of the line.				
22.1	a) Supply	240.00	Mtrs.		
22.2	b) Erection	240.00	Mtrs.		
23	Supply & erection of strain hardware for ACSR DOG/WOLF conductor				
23.1	a) Supply	33.00	Set		
23.2	b) Erection	33.00	Set		

Sl. No.	Item Description	Quantity	Units	Unit Rate (Rs)	Total Amount (Rs)
24	Supply, erection of 22kv pin insulator including pin and nut bolt, check nuts, etc.				
24.1	a) Supply	75.00	Set		
24.2	b) Erection	75.00	Set		
25	Supply, erection of 22kv,45KN, disc insulator to from strings for 22/33kv line anchoring.				
25.1	a) Supply	33.00	Set		
25.2	b) Erection	33.00	Set		
26	Supply & erection of 22 KV lightning arrestor				
26.1	a) Supply	24.00	Nos.		
26.2	b) Erection	24.00	Nos.		
27	Supply of material and raising of 11/22kv 300/240 Sq.mm XLPE Cable on H pole structures/mast and erection with fastener and permali cleat of suitable size with bolt and clamping arrangement.				
27.1	a) Supply	112.00	Mtrs.		
27.2	b) Erection	112.00	Mtrs.		
28	Supply & erection of wooden cleats with fasteners				
28.1	a) Supply	40.00	Nos.		
28.2	b) Erection & Commissioning	40.00	Nos.		
29	Supply, erection of 22kv 3 phase AB switch 200A capacity along with GOD operating assembly inclusive insulator & flexible jumpers.				

Sl. No.	Item Description	Quantity	Units	Unit Rate (Rs)	Total Amount (Rs)
29.1	a) Supply	6.00	Set		
29.2	b) Erection	6.00	Set		
30	Supply & erection of Indoor Touch Proof cable end termination for 22 KV 3core, 95-300 Sq.mm, XLPE cable				
30.1	a) Supply	15.00	Set		
30.2	b) Erection	15.00	Set		
31	Supply, transportation, multiple loading/unloading, storing, installation, testing and commissioning of following capacity Silent Green Diesel Generator Set 3 phase 415 volts 50 cycle per second complete with air cooled turbo charged Diesel Engine, Alternator with AMF panel. The cost shall include all accessories such as fixing clamps, saddles, gland, gland plate, GI nut, bolt, hardware material lugs, washers, clamps, connection to main supply system, rectification/ modification civil work to existing foundation/ Pedestal etc. required for fixing/ installation.				
31.1	250KVA (Supply)	2.00	Nos.		
31.2	125KVA (Supply)	3.00	Nos.		

Sl. No.	Item Description	Quantity	Units	Unit Rate (Rs)	Total Amount (Rs)
32	Supply, transportation, multiple loading/unloading, storing, installation, testing and commissioning of factory built and assembled three phase following capacity auto changeover power panel for signalling supply in single phase 25kV AC 50Hz traction system, . General arrangement & scheme to be in line with RDSO specification with latest amendments and as approved by Engineer in charge. The cost shall includes all accessories such as fixing clamps, saddles, gland, gland plate, GI nut, bolt, hardware material/painted MS angle, channel/ bracket, lugs, washers, clamps etc. required for fixing/ installation.				
	300A auto changeover power panel (CLS) (Suitable for 50/100 KVA AT)				
32.1	a) Supply	2.00	Nos.		
32.2	b) Erection	2.00	Nos.		
33	Supply, multiple loading/ unloading, storing, installation, testing & commissioning of gearless PMSM motor following HVLS fans with regulator, roof mounting type complete with MS brackets suitable for operation with 230 V, 50 Hz. The location for fixing shall as per direction of site in charge. The cost includes all fixing accessories/guy wires/ turn buckles material/painted MS angle, channel for bracket as per roof design, welding/ GI nut, bolt, hardware required for fixing, including cable/wires from regulator to fan connection, scaffolding for installation etc. for mounting of HVLS fans. Make of HVLS fan shall be got approved before supply. The cost shall also include manufacturers extended warranty for 2 years after warranty of 3 years for replacing part against any defects. HVLS fans				

Sl. No.	Item Description	Quantity	Units	Unit Rate (Rs)	Total Amount (Rs)
	size (20 ft.) ceiling Mounted , Diameter 20 feet dia / 5 AERO BLADES/ Speed 68 RPM Variable speed/ Sound <48db / Max power 1.1 KW, 1 Phase 230 V / Weight 126 Kg/ intelligent controlled Safety cable for blades & Guy ropes & suitable down rod.				
33.1	a) Supply	30.00	Nos.		
33.2	b) Erection	30.00	Nos.		
34	Supply, multiple loading/ unloading, storing, installation, testing & commissioning of following sizes 1 phase 24" (600mm) BLDC wall Mounted Fan Power-130W RPM-1300 With swing W-11.5kg. With 3Speed control , db-60 filly Metallic , Smoke proof indoor type motor exhaust fan with louver wall mounting type complete				
34.1	Erection	200.00	Nos.		
34.2	b) Erection	200.00	Nos.		
35	Supply, transportation, multiple loading/unloading, storing, installation, testing and commissioning of Decorative Pole With four Arm Bracket 6 Mtrs Long Make Jaquar/Bajaj				
35.1	a) Supply	72.00	Nos.		
35.2	b) Erection	72.00	Nos.		
36	Supply, transportation, multiple loading/unloading, storing, installation, testing and commissioning of Decorative LED Light Fitting 150W Make Jaquar/Bajaj				
36.1	a) Supply	588.00	Nos.		
36.2	b) Erection	588.00	Nos.		

Sl. No.	Item Description	Quantity	Units	Unit Rate (Rs)	Total Amount (Rs)
37	Supply, transportation, multiple loading/unloading, storing, installation, testing and commissioning of Singler Arm Bracket on wall for LED Light Fitting 150W Make Jaquar/Bajaj				
37.1	a) Supply	300.00	Nos.		
37.2	b) Erection	300.00	Nos.		
38	Supplying all materials, multiple loading/ unloading, storing, handling, installation, testing & commissioning of Fibre/PVC /MS junction box (cable pulling Box 250 MM x 300 mm x 60mm)				
38.1	a) Supply	90.00	Nos.		
39	Supplying all materials, multiple loading/ unloading, storing, handling, installation, testing & commissioning on Water purifier 100 LPH				
39.1	a) Supply	4.00	Nos.		
39.2	b) Erection	4.00	Nos.		
40	Supply & installation of 25mm Thickness Mocrocellular closed cell elastomeric Nitrile Rubber insulation (under deck insulation)				
40.1	a) Supply	10000.00	Sq.Ft		
40.2	b) Erection	10000.00	Sq.Ft		
41	Supply installation, testing and commissioning of Controller/Timer				
41.1	a) Supply	35.00	Nos.		
41.2	b) Erection	35.00	Nos.		
42	Supply, transportation, multiple loading/unloading, storing & Erection of 5 HP Vacuum pump				

Sl. No.	Item Description	Quantity	Units	Unit Rate (Rs)	Total Amount (Rs)
42.1	a) Supply	4.00	Nos.		
42.2	b) Erection	4.00	Nos.		
43	Breaking of foundation up to 200mm below track formation				
43.1	Erection	160.00	Cum		
44	Supplying all materials, multiple loading/ unloading, storing, handling, installation, testing & commissioning of condensing unit of 22 HP VRF the system shall comprise of Outdoor units with Air- cooled condenser suitable for operation at ambient temperature up to 56 deg. centigrade delivering rated capacity at 43 deg without duration, complete with compressor, condenser, condenser fan as per Railway's requirement. (supply & Erection)				
44.1	a) Supply	2.00	Nos.		
44.2	b) Erection	2.00	Nos.		
45	Supplying all materials, multiple loading/ unloading, storing, handling, installation, testing & commissioning of floor/Ceiling mounted type Air High Static Type Air Handling unit having sheet metal sectionalized cabinet type having inner skin 24(0.6mm) gauge plain sheet and outer skin 24(0.6mm) gauge thick preprinted sheet. AHU double skin 25mm thick construction fabricated from Aluminium extruded section frame structure. Prefilter Section with flange type washable Prefilter of 10-micron EU4 grade. DX type cooling coil section with 4/6 row deep DX coil. Drain pans in SS 304, Blower section with DIDW type blower with suitable static pressure. Limit Switch & arine light in fan section. complete unit shall be suitable for				

Sl. No.	Item Description	Quantity	Units	Unit Rate (Rs)	Total Amount (Rs)
	tonnage of (CFM as per design and Temp & RH to be maintain as per ISHTRAE). (d) 6800 CFM AHU/12TR.				
45.1	a) Supply	2.00	Nos.		
45.2	b) Erection	2.00	Nos.		
46	Supplying all materials, multiple loading/ unloading, storing, handling, installation, testing & commissioning of 1.9 ton capacity inverter Split AC, with Minimum Energy Efficiency Ratio 4.5 inverter technology split air Conditioner of approved make with Copper Coiling, including connecting Copper piping with insulation & insulated drain piping, & 2.5sq.mm x 3 core copper cable for indoor to outdoor & supply cable. The cost also included required length of connecting copper pipe , drainpipe 3 core copper cable and outdoor condenser 'L' type stand/ painted bracket/cage if required as per site condition with all accessories/ GI nut, bolt, hardware, material required for fixing, HD PVC/ Flexible pipe etc. The cost shall also include manufacturer's warranty of 2 years for replacing part against any defects.				
46.1	a) Supply	41.00	Nos.		
46.2	b) Erection & Commissioning	41.00	Nos.		
47	Supplying all materials, multiple loading/ unloading, storing, handling, installation, testing & commissioning of LINEAR PIXEL FLEX TOP BEND 14W/MTR RGBW(W=3000K) 16X16MM IP67 10MTR DC24V DMX512				
47.1	a) Supply	154.00	Roll		
47.2	b) Erection & Commissioning	154.00	Roll		

Sl. No.	Item Description	Quantity	Units	Unit Rate (Rs)	Total Amount (Rs)
48	Supplying all materials, multiple loading/ unloading, storing, handling, installation, testing & commissioning of ALUMINIUM ANODIZED RIGID PROFILE W16XH17				
48.1	a) Supply	1540.00	Mtr.		
48.2	b) Erection & Commissioning	1540.00	Mtr.		
49	Supplying all materials, multiple loading/ unloading, storing, handling, installation, testing & commissioning of 200W MEAN WELL POWER SUPPLY				
49.1	a) Supply	160.00	Nos.		
49.2	b) Erection & Commissioning	160.00	Nos.		
50	Supplying all materials, multiple loading/ unloading, storing, handling, installation, testing & commissioning of Spot light 15W with hood , CCT 3000K , CRI >80 , SDCM <5 , Efficacy : >80 lm/W , IP 66 , IK06 , Beam angle - 12deg , AC 220V , Control : On off FLORENTINA PROJECTOR SPOT ROUND 15W AC 830 12DEG. IP66 ON-OFF WITH HOOD				
50.1	a) Supply	24.00	Mtr.		
50.2	b) Erection & Commissioning	24.00	Mtr.		
51	Supplying all materials, multiple loading/ unloading, storing, handling, installation, testing & commissioning of Interconnection cable 3 pin 1Mtr/ starter cable				
51.1	a) Supply	24.00	Nos.		
51.2	b) Erection & Commissioning	24.00	Nos.		

Sl. No.	Item Description	Quantity	Units	Unit Rate (Rs)	Total Amount (Rs)
52	Supplying all materials, multiple loading/ unloading, storing, handling, installation, testing & commissioning of Main Controller				
52.1	a) Supply	2.00	Nos.		
52.2	b) Erection & Commissioning	2.00	Nos.		
53	Supplying all materials, multiple loading/ unloading, storing, handling, installation, testing & commissioning of 8 Port Sub controller				
53.1	a) Supply	12.00	Nos.		
53.2	b) Erection & Commissioning	12.00	Nos.		
54	Supplying all materials, multiple loading/ unloading, storing, handling, installation, testing & commissioning of 4 channel DMX Splitter				
54.1	a) Supply	12.00	Nos.		
54.2	b) Erection & Commissioning	12.00	Nos.		
55	Supplying all materials, multiple loading/ unloading, storing, handling, installation, testing & commissioning of XLR connector (M)				
55.1	a) Supply	48.00	Nos.		
55.2	b) Erection & Commissioning	48.00	Nos.		
56	Supplying all materials, multiple loading/ unloading, storing, handling, installation, testing & commissioning of XLR connector (F)				
56.1	a) Supply	12.00	Nos.		

Sl. No.	Item Description	Quantity	Units	Unit Rate (Rs)	Total Amount (Rs)
56.2	b) Erection & Commissioning	12.00	Nos.		
57	Supplying all materials, multiple loading/ unloading, storing, handling, installation, testing & commissioning of Programming Charges				
57.1	a) Supply	2.00	job.		
58	Supplying all materials, multiple loading/ unloading, storing, handling, installation, testing & commissioning of 4C × 4 SQ.MM copper flexible cable				
58.1	a) Supply	800.00	Mtrs.		
59	Supplying all materials, multiple loading/ unloading, storing, handling, installation, testing & commissioning of 3C×2.5 SQ.MM copper flexible cable		.		
59.1	a) Supply	1400.00	Mtrs.		
60	Supplying all materials, multiple loading/ unloading, storing, handling, installation, testing & commissioning of 2C×2.5 SQ.MM copper flexible cable				
60.1	a) Supply	900.00	Mtrs.		
61	Supplying all materials, multiple loading/ unloading, storing, handling, installation, testing & commissioning of Belden 9842 DMX cable				
61.1	a) Supply	1400.00	Mtrs		
62	Supplying all materials, multiple loading/ unloading, storing, handling, installation, testing & commissioning of 25 mm PVC conduit with accessories				
62.1	a) Supply	4000.00	Mtrs		

Sl. No.	Item Description	Quantity	Units	Unit Rate (Rs)	Total Amount (Rs)
63	Supplying all materials, multiple loading/ unloading, storing, handling, installation, testing & commissioning of 25mm /32 mm flexible pipe				
63.1	a) Supply	200.00	Mtrs		
64	Supplying all materials, multiple loading/ unloading, storing, handling, installation, testing & commissioning of Distribution Box with terminals suitable for 3 phase supply and with all accessories etc.				
64.1	a) Supply	12.00	Nos.		
65	Design, Supply, Installation, Testing & Commissioning of Facade Panel shall be made out of CRCA sheet steel outdoor type, floor mounted, free standing, totally enclosed, extensible type, air insulated type for use on 415 Volts, 3 phase				
65.1	a) Supply	2.00	Nos.		
66	Supplying all materials, multiple loading/ unloading, storing, handling, installation, testing & commissioning of Weather-proof junction boxes with accessories for components like MCB ,din rail ,connectors, drivers, decoders, splitters etc.				
66.1	a) Supply	80.00	Nos.		
67	Supplying all materials, multiple loading/ unloading, storing, handling, installation, testing & commissioning of 1C×4sq.mm Earthing wire with all required accessories				
67.1	a) Supply	800.00	Mtrs.		
68	Supplying all materials, multiple loading/ unloading, storing, handling, installation, testing & commissioning of Protective cage for spotlights				

Sl. No.	Item Description	Quantity	Units	Unit Rate (Rs)	Total Amount (Rs)
68.1	a) Supply	24.00	Nos.		
69	Provision of Gandola/Man lifter				
69.1	a) Erection & Commissioning	2.00	job.		
70	Supply, erection, testing and commissioning of 200 Watts LED Highboy light luminaries complete with fixing arrangements.				
70.1	a) Supply	450.00	Nos.		
70.2	b) Erection & Commissioning	450.00	Nos.		
71	Design, manufacture, Supply, Erection & Installation of wall/ hanging/ floor mounting/ pole mounting type LED illuminated sign/direction boards in Openable full parabolic (E3 & E5), Openable half parabolic (E4), full elliptical (E1), half elliptical (E2), four sided elliptical (E6) shape as per specific station requirement (as per "Signages at CSMT & "Guidelines on Standard Signages at Stations on Indian Railways, 2023 or latest"). The LED glow sign board shall have uniform illumination with 4-6 W/ sq. ft and with brightness more than ambient light, average 1400 lux on white display sheet surface. The text / graphics matter visibility shall be 360° for Four-Sided Cubical Elliptical & not less than 160° for other types. The frame structure shall be anodised extruded aluminium profiles. Hollow aluminium anodised extruded extendable heat sink having 3 internal fins per side and dovetailed flat corners, with LED ribbon lights, shall be centrally push fitted on moulded nylon brackets designed to hold it at 0° and 45° orientations, to emit light in 360° with multiple reflection. The display sheet shall be high impact resistant Optical Bright Opal White UV protected polycarbonate sheet of 1.8mm to 3mm thickness with 40% -60% translucency. The approved				

Sl. No.	Item Description	Quantity	Units	Unit Rate (Rs)	Total Amount (Rs)
	colour text/graphics matter shall be printed/plotter cut on translucent polymeric calendared vinyl of 80-micron thickness and shall be firmly pasted on display sheets. The signage shall have the integral adjustable mounting arrangements with sturdy structural frame. ACP cover on the back side for half parabolic and half elliptical signage. Moulded UV protected polycarbonate end caps of minimum 2 mm wall thickness for size up to 24" and SS 1.2 mm thick end caps for sizes above 24" shall be provided. Mandatory Signage (Toilets & Drinking Water) shall be manufactured using hidden fitting and equipped with Cue Beam				
71.1	a) Supply	1000.00	sq.ft		
71.2	b) Erection & Commissioning	1000.00	sq.ft		
72	Supply of Digital earth tester stake less and stake measurement meter along with accessories.				
72.1	a) Supply	1.00	Nos.		
73	Supply, erection, testing and commissioning of LT 4-way feeder pillar with 630 A MCCB as incoming and 3 nos. 400 A HRC fuse base with fuse link, etc. complete with base frame, etc.				
73.1	a) Supply	4.00	Nos.		
73.2	b) Erection & Commissioning	4.00	Nos.		
74	Supply, erection, testing and commissioning of 2 stage 10 HP monoblock pump set complete with foundation, base frame, etc.				
74.1	a) Supply	2.00	Set		
74.2	b) Erection & Commissioning	2.00	Set		

Sl. No.	Item Description	Quantity	Units	Unit Rate (Rs)	Total Amount (Rs)
75	Supply, erection, testing and commissioning of FASD starter panel board for 10 HP pump set				
75.1	a) Supply	2.00	Nos.		
75.2	b) Erection & Commissioning	2.00	Nos.		
Quoted rate in figures					
Quoted rates in words					

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