



IRPMU

INDIAN RAILWAYS PROJECT MANAGEMENT UNIT

Local office: Office of Deputy Chief Signal & Telecommunication Engineer-project,
Near Jhakarkatti bus stand, GT road, Kanpur

Head Office: Chief Administrative Officer, Shivaji Bridge (IRCOT Complex), Behind
Shankar Market, New Delhi – 110 001

TENDER DOCUMENT

for

" Design, Supply, Installation, Alteration, Testing and Commissioning of Electronic Interlocking in
Connection with provision of Additional loop at Govindpuri and doubling between Juhi-BZM".

Tender No. IRPMU/S&T/ Kanpur/Project/GOY/Indoor/Tender-17 Dt. 21.11.2011.

Copy No.

Sold to M/s

Price Rs. 10000/-

By Post Rs. 10500/-

TOP SHEET

1) Tender Notice No: IRPMU/S&T/ Kanpur/Project/GOY/Indoor/Tender-17 Dt. 21.11.2011.

2) Name of Work: " Design, Supply, Installation, **Alteration**, Testing and Commissioning of Electronic Interlocking in Connection with provision of Additional loop at Govidpuri and doubling between Juhi-BZM".

3) Approximate Cost :Rs. 1.89 Crore

4) Completion period :Five months.

5) Earnest Money :Rs. .380000/-

6) Date of opening : 26Th Dec,2011 at 15.00 Hrs. in **Office of Deputy Chief Signal & Telecommunication Engineer-project, Near Jhakarkatti bus stand, GT road, Kanpur**

7) Cost of Tender document : Rs. 10000/- (Rs. 10500/- if reqd. by post).

8) Sold to : M/S:_____

9) Details of deposit of cost of :

Tender document M.R./BD No.Dt.....

Rs.

Issued by

Signatures of Issuing official

Signatures of Contractor

INDEX

SECTION	CHAPTER	SUBJECT
I	1	Tender Notice
	2	General condition of tender
	3	General condition of contract
II	1	Special conditions of contract
	2	Instructions to tenderer
	3	Special conditions of contract for EI Alteration
	4	Technical Specification and Installation Practices
III	1	Tender Forms
	2	Schedule of Rates

Section – I

Chapter – 1

Tender Notice

INDIAN RAILWAY PROJECT MANAGEMENT UNIT

NORTH CENTRAL RAILWAY

TENDER NOTICE

Dy. Chief Signal & Telecom Engineer/ Project/IRPMU/ N.C. Railway, Kanpur for and on behalf of President of India, invites sealed open tender on the prescribed forms for the under noted work:-

1.	Tender Notice No.	IRPMU/S&T/ Kanpur/Project/GOY/Indoor/Tender-17 Dt. 21.11.2011.
2.	Name of work.	Design, Supply, installation, alteration, testing & commissioning of electronic interlocking in connection with provision of Additional Loop at Govindpuri and doubling between JUHI – BZM.
3.	Approx. cost	Rs. 1.89 Crore (One Crore Eighty Nine Lacs only).(Approx.)
4.	Earnest money.	Rs.380000/- (Rs. Three Lacs & Eighty thousand only)
5.	Completion period.	5 (Five) months from the issue of Letter of acceptance.
6.	Last date and time of Submission & opening of tender.	26.12.11 up to 14:00 hours and will be opened at 15:00 hours on same day.
7.	Sale of Tender documents.	10.12.2011 to 25.12.11 from 10:30 hours and 16:00 hours on every working day and upto 12.00 hrs on 26.12.2011.
8.	Address for SN 6 & 7	Office of Dy. Chief Signal & Telecom Engineer/ Project/ IRPMU/ N.C. Railway, Near Jhakarkati Bus Stand, G.T. Road, Kanpur
9.	Validity of offer	90 Days

NOTE : other details are available on web site.

E.S.T.E./IRPMU/KANPUR.

For Dy Chief Signal & Telecom Engineer/Project/IRPMU

N. C. Railway, Kanpur.

For and on behalf of the President of India

भारतीय रेलवे परियोजना प्रबंधन इकाई

उत्तर मध्य रेलवे,

निविदा सूचना

उप मुख्य सकेत.एवं दूर संचार अभि./प्रोजेक्ट/आई.आर.पी.एम.यू./ उत्तर मध्य रेलवे, कानपुर द्वारा, भारत के राष्ट्रपति के लिए एवं उनकी ओर से, निम्नलिखित कार्य के लिए मुहरबंद खुली निविदाएँ निर्धारित प्रपत्र पर आमंत्रित की जाती है ।

1.	निविदा सूचना संख्या एवं तारीख	IRPMU/S&T/ Kanpur/Project/GOY/Indoor/Tender-17 Dt. 21.11.2011
2.	कार्य का नाम	गाविन्दपुरी में अतिरिक्त लूप एवं जूही-भीमसेन के मध्य दोहरीकरण के संबंध में अभिकल्प, पूर्ति, स्थापना, अल्ट्रेशन और इलेक्ट्रॉनिक इंटरलॉकिंग के कमिशनिंग का कार्य ।
3.	कार्य की लागत	लगभग रु. 1.89 करोड (एक करोड नवासी लाख) मात्र
4.	धरोहर राशि	रु. 380000.00 (तीन लाख अस्सी हजार) मात्र
5.	कार्य पूर्ण करने की अवधि	5 माह, लेटर ऑफ एसेपटेंस के जारी होने की तिथि से ।
6.	निविदा जमा करने तथा निविदा खुलने की अंतिम तिथि एवं समय ।	दिनांक 26/12/2011 को 14.00 बजे तक डाली जायेगी एवं उसी दिन 15.00 बजे खोली जायेगी ।
7.	निविदा प्रपत्र मिलने की तारीख	दिनांक 10.12.11 से 25.12.11 तक प्रत्येक कार्य दिवस में प्रातः 10.30 बजे से 16.00 बजे तक एवं दिनांक 26.12.2011 को 12.00 बजे तक ।
8.	क्र.सं. 6 व 7 के लिये पता	उप मुख्य सकेत.एवं दूर संचार अभि./प्रोजेक्ट/आई आर पी.एम. यू / उत्तर मध्य रेलवे, झकरकटी बस स्टेण्ड के समीप, जीटी रोड, कानपुर कार्यालय ।
9.	वैधता	90 दिन

नोट:- अन्य विवरण वेब साइट पर उपलब्ध है।

अधिशायी संकेत एवं दूरसंचार अभि/आईआरपीएमयू/कानपुर ।

कृते उप मुख्य सकेत.एवं दूर संचार अभि./प्रोजेक्ट/आई आर पी.एम.यू /

उत्तर मध्य रेलवे, कानपुर

भारत के राष्ट्रपति के लिए एवं उनकी ओर से

Qualifying criteria:

Tenders without earnest money and tender fee will be summarily rejected.

Tender form can be received from the Office of Dy. Chief Signal & Telecom Engineer/ Project/ IRPMU/ N.C. Railway, Near Jhakarkati Bus Stand, G.T. Road, Kanpur on any working day on furnishing a Demand Draft / Pay Order / Deposit Receipt of any Nationalised Bank in favour of Dy. FA & CAO/IRPMU/New Delhi of Rs. 10000/- (Rs. Ten thousand only) per set and Rs. 10500/- per set if required by post. Cost of the tender documents is non-refundable and tender documents are non-transferable.

Qualifying criteria & mode of submission of Tenders.

The tenderer should have minimum eligibility criteria as given below :

1) Should have completed in the last three financial years (i.e current year and three previous financial years).

At least one similar single work for a minimum value of 35% of advertised tender value.

(a) The similar nature of work required as qualifying criteria, in this case it will be

(-) Definition of Similar Nature Works :

“Any work involving design of Electronic interlocking OR

Any work involving installation & commissioning of Electronic Interlocking.”

If the tenderer is not the original manufacturer of Microlok-II, then the original manufacturer should submit an undertaking on non-judicial stamp paper of Rs.150/- duly authenticated before the notary with two witness indicating:-

- i) EI equipments will be supplied to the tenderer as per technical specification of the tender for the subject work.
- ii) Supervise the installation of EI equipments and training of Railway officials.
- iii) Guarantee to support till commissioned and 12 months there after.
- iv) Guarantee to supply spares for a minimum period of 7 (seven) years from the date of commissioning.

Offer without MOU with OEM will be summarily rejected.

(b) Joint Venture (JV)/Association Of Persons (AOP) are not permitted in this tender case.

2. Total contract amount received during the last three years and in the current financial year a minimum of 150% of advertised tender value. Tender committee would satisfy themselves about the authenticity of the certificates produce by the tenderer (s) to this effect which may be an attested certificate from the employer/client, audited balance sheet duly certified by chartered account etc.

Note:-Tenderer should submit documents in support of minimum eligibility criteria along with tender. No document in support of minimum eligibility criteria will be accepted/ entertained after opening of tender.

Tender forms complete in all respect with all credentials, duly sealed in an envelop, super-scribing the name of the work should be deposited in the tender box allotted for the purpose in the office of Dy. Chief Signal & Telecom Engineer/ Project/ IRPMU/ N.C. Railway, Near Jhakarkati Bus Stand, G.T. Road, Kanpur. Tenders duly sealed in prescribed manner can also be sent through registered post

so as to reach above office not later than date and time specified above. Any tender received after the specified date /time shall be a late / delayed tender. In case of last date of submission of tender papers happens to be a holiday, the tender paper will be received and opened on the next working day at the same time.

Tender notice is also available on government website www.tenders.gov.in and IRPMU website www.irpmu.railnet.gov.in Tender document will also be available on these websites from the date of sale of tender forms. Tenderers who are submitting their bid in downloaded tender form are required to deposit the cost of tender document separately (Rs. 10000/-) as per instruction given above.

If the tenderer's deliberately gives wrong information / credentials / documents in his / their tenders and thereby create(s) circumstances for acceptance of his / their tender, railway reserve the right to reject such tender at any stage, besides, shall suspend the business for one year.

North Central Railway

IRPMU/S&T/ Kanpur/Project/GOY/Indoor/Tender-17 Dt. 21.11.2011.

A : CHECK LIST OF ITEMS TO BE COMPLIED BY THE TENDERERS

1.	Have you submitted an Earnest Money along with the Offer ?	Yes/No
2.	Have you submitted offer letter as per Annexure - 'A'?	Yes/No
3.	Have you furnished the credentials to establish your eligibility ?	Yes/No
3.a.	Experience & expertise in similar type of work as per Annexure - 'H'.	Yes/No
3.b.	Completion Certificate of similar type of work from the executive.	Yes/No
3.c.	Details of Technical Personnel with qualification & experience employed by the Firm.	Yes/No
3.d.	Details of Supervisors, Skilled & Unskilled staff with qualifications & experience for Field supervision & execution.	Yes/No
3.e.	Details of special equipment, tools & plants, machinery & vehicle etc. available with the Firm for execution of contract.	Yes/No
4.	Have you submitted the Banker's Report regarding financial capability towards the cost of work ?	Yes/No
5.	Have you furnished the Works Performance Guarantee (Annexure - 'G') as per para 8 of Special Condition of Contract ?	Yes/No
6.	Have you furnished the Clause-wise deviations, if any, on Technical specification as per proforma given at Annexure- 'E'?	Yes/No
7.	Have you furnished the Statement of Deviation from General Conditions of Contract and Special Conditions of Contract etc. as per proforma in Annexure- 'E' ?	Yes/No
8.	Have you quoted in the prescribed Proforma at Annexure- 'Z' (Schedule/s) item wise unit prices ?	Yes/No
9.	Have you submitted list of inputs required from Railways as per para 6.5 of Special Conditions of Contract ?	Yes/No
10.	Have you furnished your Sales Tax Clearance Certificate/WBVAT Rules-2005 as per para -8 of General Conditions of Tender.	Yes/No
11.	Have you quoted delivery period correctly and precisely as per para 6 of Special Conditions of Contract ?	Yes/No
12.	Have you kept your offer valid for 90 days from the date of opening of tender ?	Yes/No
13.	Have you submitted detailed literature of equipment on which your offer is	Yes/No

	based ?	
14.	Have you submitted undertaking towards Works Contract Sales Tax as per para 9.2 of Special Conditions of Contract ?	Yes/No
15.	Partnership Deed if any, Constitution of the Firm & copies of connected legal documents to be attached with the offer.(Not Applicable)	Yes/No
16.	Full clear Postal address for communication.	Yes/No
17.	If working through contract labour, the contractor must register with Labour Commissioner - necessary Licence to be submitted with tender or to be produced before signing of contract agreement (Para 16.4 of General Conditions of Contract).	Yes/No
18.	Have you furnished time schedule for supply of materials and execution of work ?	Yes/No
19	Whether you have completed the compliance/Remarks column against technical requirements column in Annexure-A1.	Yes/No

B: CERTIFICATE BY TENDERER :

It is certified that the above check list of items have been complied.

Signature of Tenderer
with Seal.

C: ITEMS TO BE FURTHER NOTED BY TENDERER :

1. Acknowledge Letter of Acceptance within 7 days from the date of issue.
2. Contract Agreement to be executed by the successful tenderer within a period of seven days after receipt of notice issued by the Railway that such documents are ready.

D: NOTE :

The above check list is not exhaustive. The Tenderer Must go through carefully the entire booklet and submit the tender complying with all the conditions / provisions / instructions mentioned therein irrespective of the fact that they have been highlighted in the check list or not.

Section – I

Chapter – 2

GENERAL CONDITIONS OF TENDER

NORTH CENTRAL RAILWAY
GENERAL CONDITIONS OF TENDER

<u>Para No.</u>	<u>Description</u>
1.0	TENDER DOCUMENT.
2.0	OFFICIAL TENDER FORM.
3.0	SCHEDULE / SCHEDULES.
4.0	ERASURE OR ALTERATION.
5.0	GENERAL REQUIREMENT.
6.0	EARNEST MONEY.
7.0	COMMENCEMENT & COMPLETION DATES.
8.0	SALES TAX /WB VAT RULES-2005 CLEARANCE CERTIFICATE.
9.0	CONSTITUTION OF FIRM, SIGNING OF TENDER & ADDRESS.
10.0	PREVIOUS EXPERIENCE & DECLARATION OF CREDENTIALS.
11.0	THE RAILWAY NOT BOUND TO ACCEPT ANY TENDER.
12.0	SECURITY DEPOSIT.
13.0	TENDER & AGREEMENT.
14.0	DETAILS CONFIDENTIAL.
15.0	CANVASSING AND BRIBERY.
16.0	EXECUTION OF CONTRACT AGREEMENT.
17.0	CESS ON COST OF CONSTRUCTION WORK

NORTH CENTRAL RAILWAY

GENERAL CONDITIONS OF TENDER

1.0 TENDER DOCUMENT :

- 1.1 The intending tenderer should study the General Conditions of Tender, General Conditions of Contract, Special Conditions of Contract, Instructions to Tenderer, Technical Specification, Technical supplements, Drawings, Documents, Schedules etc. enclosed and also the General Conditions of Contract of 2001 with latest amendment for North Central Railway Engineering Department with up to date modifications and IRS Conditions of Contract for the Stores department with up to date modifications all herein after collectively referred to as Tender document.

Any submission of a quotation by the tenderer shall be deemed to have been done after careful study and examination of these documents with full understanding of the implications thereof and shall be deemed to have been accepted, unless specifically commented upon otherwise by the Tenderer in his quotation. Failure to adhere to one or all these instructions may render his offer liable to be rejected without any reference.

- 1.2 The typical drawings referred to in the tender shall be available in the office of the DyCSTE/IRPMU/Project/Kanpur, North Central Railway. These can be seen and clarifications obtained on any working day up to the previous working day before the last day of closing of Tender.
- 1.3 Provision in the General Conditions of Tender, General Conditions of Contract and Special Conditions of the Contract in the tender documents will override any overlapping provisions of General Conditions of Contract 1969 for the North Central Railway Engineering Department with up to date modifications and IRS conditions of contract for the stores department with up to date modifications. **When there is conflict between General Conditions of Contract and the Special Conditions of Contract, the Special Conditions shall prevail.**

2.0 OFFICIAL TENDER FORM :

- 2.1 Dy Chief Signal & Telecommunication Engineer/IRPMU/Project/Kanpur, North Central Railway, on behalf of President of India, invites quotations from established, experienced and reliable contractors who have adequate experience for this type of work.
- 2.2 Tender documents can be obtained from the office of Dy.Chief Signal & Telecom.Engineer/Project,Near Jhakarkatti Bus Stand, GT Road,Kanpur, after depositing the amount indicated in tender notice with the Dy Chief Signal & Telecommunication Engineer/IRPMU/Project/Kanpur on any working day from 10:30 hours and 16:00 up to the previous working day of the date of tender opening.
- 2.3 The tenderer must submit his tender in time within the last date of tender submission of the tender to the Dy.Chief Signal & Telecom.Engineer/Project,Near Jhakarkatti Bus Stand, GT Road,Kanpur filling in the proforma given in form of schedule/s attached hereto duly signed at every page and stating therein all the rates, quantities, prices, taxes & duties of the tender (both in figures and words), giving all

information and particulars asked for. The proforma for schedule/s shall be either type written or written neatly in indelible ink in English. Tender must be enclosed in a sealed cover, superscribed with the Tender Number.

3.0 SCHEDULE / SCHEDULES :

3.1 The bidder should give unit rates for each subassemblies / modules constituting each item of the Annexure - 'Z' (Schedule/s) as also the logic or basis for calculation of the prices of the major items / assemblies in separate sheets so that in the event of changes in the actual requirements, the cost of each item of the schedule can be worked out.

3.2 The tenderer must quote for the various items of work as indicated in the schedule of Annexure - 'Z' (Schedule/s) only, complete and as per remarks given in the Annexure - 'Z'(Schedule/s).Any incompleteness in the offer will disqualify the bidder from consideration.

3.3 The prices, requirements from Railways side or any other discounts etc. shall be quoted in annex-Z.

3.4 The tenderer should submit separately a summary of his quotation giving the following details :-

- i) Total Marine Insurance charges for imported items and local insurance charges, if any,
- ii) Total Inland charges for Rail and Road Transport,
- iii) Total Sales Taxes/UPVAT Rules-2005 and other local taxes, if any.

3.5 The tenderer are required to quote in percentage above/below or at par.

3.6 The Unit prices offered against the various items In Annexure - 'Z' (Schedule/s) will include the following elements of cost without fail:

i) Cost of Carriage, loading and unloading at Inspector's store at Kanpur, All other miscellaneous expenses necessary for the execution of the work and fulfilment of the contractual obligations as per the Annexure - 'Z' (Schedule/s).

ii) Any state or central tax for the works portion of the work.

Note: Transportation, loading and unloading of all materials, to and from site store of contractor, required for work will be paid as per schedule but Transportation of all materials from contractor store to actual site and from site to contractor store will be born by contractor including all other incidentals connected there-with

This unit price clarification supersedes all other places in tender document.

3.7 i) The rate tendered for in the schedule/s attached to the tender document and accepted by the Railway shall form the basis for payment for works done / materials supplied by the contractor.

- ii) The rates quoted by the contractor shall take into account the difficulties and delays encountered in course of work and nothing extra on these account shall be paid for.
- 3.8 If any departure or substitution from the particular specification is involved, this should be clearly indicated in the offer giving full details of deviations. If the offer is in accordance with the stipulated specification, "NO DEVIATION" should be clearly stated. Quotation not complete in this respect are likely to be summarily rejected. If a particular point in the specification is not clear, the same should be got clarified before submitting the quotations. No price alteration will be permitted after opening of the tender on grounds of the Technical requirement not having been properly understood in the first instance by the suppliers.
- 3.9 Each page of the offer must be numbered consecutively, bear the tender number and should be signed by the Tenderer in Ink. Reference to total number of pages comprising the offer for each item must be made at the top of the right hand corner.
- 3.10 Tenderer must ensure that the conditions laid down for submission offer are completely and correctly fulfilled.
- 3.11 Rates of items involving supply and installation/supply and supervision of installation shall be invariably quoted separately for the supply portion and separately for the Execution/supervision portions as during the execution of the contracts, the need for de-linking of supply and execution/supervision portions may arise.
- 3.12 All rates quoted in the tender shall be deemed to be inclusive of all taxes, inspection charges, royalty etc. payable by the contractor to the Government or any public body and normally no additional rate will be paid or claims entertained on this account by the Railway.
- 3.13 Other Local taxes levied either by Governmental agency or by Municipal agency shall not be paid by the Railway. These are deemed to be included in the F.O.R. price, unless specifically brought out in the offer.
- 3.14 **SCHEDULE COVERING DELIVERY OF MATERIALS AND THE EXECUTION OF THE WORK AT SITE :**
- i) The tenderer shall attach to his offer a time schedule showing the guaranteed time schedule for the supply of materials, the progress and completion of the works at site.
 - ii) The Time Schedule shall be as referred to in clause - 4 of Instruction to Tenderer.
 - iii) The tenderer should offer the time schedule for supply of materials, the duration of erection and completion period for the work and it should be kept the barest minimum. This aspect can be taken into account while examining the offer. In any case this period shall not be more than the time specified in the tender documents, reckoning from the date of issue of Letter of Acceptance.

4.0 **ERASURE OR ALTERATION :**

4.1 No erasure or alteration in the text of the tender papers to be submitted by the tenderer is permitted and any such erasure and/or alteration will either be disregarded or render the whole Tender void at the option of the Railway. Any correction by the tenderer(s) in his entries must be attested by him.

5.0 **GENERAL REQUIREMENT :**

- 5.1 a) All documents to be submitted in connection with this tender will be written in English.
- b) Dimensions, weights etc. shall be in Metric system /British Standard Equivalents.
- c) The technical terms and symbols to be used will be as per General and Subsidiary rules / Signal Engineering Manual / Extant practice of North Central Railway.

6.0 **EARNEST MONEY :**

6.1 The Tenderer shall deposit in favour of the DyFinancial Adviser & Chief Accounts Officer/IRPMU/New Delhi, North Central Railway, the desired earnest money as given in para-3 of Instruction To Tenderer.

- 1) The tenderer shall be required to deposit Earnest Money 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.

Value of the work (Tender value)	EMD
For works estimated to cost upto Rs. 1 crore.	2% of the estimated cost of the work.
For works estimated to cost more than Rs. 1 crore.	Rs. 2 Lakhs plus ½% (half percent) of the excess of estimated cost of work beyond Rs. 1 crore subject to a maximum of Rs. 1 crore.

The Earnest Money shall be rounded to the nearest Rs. 10/-.

2) The Earnest Money should be in cash or in any of the following forms:-

- i) Deposit Receipts, Pay orders, Demand Drafts,. These forms of Earnest Money could be either of the State Bank of India or of any of the nationalized Banks. No confirmatory advice from the Reserve Bank of India will be necessary.
- ii) Deposit receipts executed by the scheduled banks (other than the State Bank of India and the Nationalized Banks) approved by the Reserve Bank of India for this purpose. The Railways will not, however, accept deposit receipt without getting in writing the concurrence of the Reserve Bank of India.

6.2 No reference to the previous deposit of Earnest Money and Security Deposit for adjustment against the present tender will be accepted and any request for recovery from any security deposit against present tender will not be entertained.

6.3 The Earnest Money shall remain deposited with the Purchaser for the period of 180 days from the date of opening of the tender. If the validity of the offer is extended, the earnest Money deposit duly extended shall also be furnished, failing which the offer after the expiry of the aforesaid period shall not be considered by the Purchaser.

- 6.4 No interest will be payable by the Railway on the Earnest Money.
- 6.5 The Earnest Money deposited is liable to be forfeited if the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of his offer.
- 6.6 The Earnest Money of the successful tenderer will be retained as initial security deposit for the due and faithful fulfilment of the contract. This amount of Security Deposit will be forfeited if the tenderer fails to execute the agreement within seven days after receipt of notice issued by Railway that such documents are ready or to commence the work within 15 days after receipt of the orders to that effect.
- 6.7 The Earnest Money of all unsuccessful tenderer will be returned by the Purchaser within reasonable time after the finalisation of the tender.
- 6.8 Any tender not accompanied by Earnest Money in one of the approved forms will be summarily rejected.
- 7.0 **COMMENCEMENT & COMPLETION DATES :**
- 7.1 The contractor shall commence the works within 15 days after receipt by him of an order in writing to this effect from the Engineer and shall proceed with the same with expedition and without delay.
- 7.2 The tenderer must submit a BAR CHART in their tender offer indicating the time period by which the inspection and supply of materials will be completed. The tenderer shall also indicate in their BAR CHART, the completion period of various activities like cable laying, location hut erection, signal post erection, fixing of point machine with ground fittings whichever applicable, relay rack fixing, relay fixing , panel fixing and wiring, testing & commissioning, etc.
- 7.3 After contract agreement is signed the contractor shall furnish during the first week of every month a progress report showing the materials and the equipment received at site and the progress of work carried out at site during the preceding month to the executive officer and to DyCSTE/IRPMU/Project, North Central Railway, Kanpur, for reviewing the work, failing which action will be taken as per General Condition of Contract 1969 for the North Central Railway Engineering Department with up to date modifications.
- 8.0 **SALES TAX/ VAT RULES-2005 CLEARANCE CERTIFICATE :**
- 8.1 The tender should be accompanied by the upto-date Sales Tax/ VAT Rules-2005 clearance certificate in form XXXVIII issued by the appropriate commercial Tax Officer in favour of the tenderer. No payment will be released to the contractor till the STCC is submitted and the contractor shall have no claim in this regard for non payment of works done in absence of such certificate.
- 9.0 **CONSTITUTION OF FIRM, SIGNING OF TENDER AND ADDRESS:**
- 9.1 The Tenderer shall clearly specify whether the Tender is submitted on his own behalf or on behalf of a Partnership firm. If the Tender is submitted on

behalf of a Partnership concern, he should submit a certified copy of the Partnership agreement with the Tender as well as an authorisation to sign the Tender documents on behalf of the Partnership concern. If these documents are not enclosed along with the tender document, the tender will be treated as having been submitted by an individual signing the Tender documents and 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 submission of the Tender. It may however recognise such a power of attorney and changes after obtaining appropriate legal advice, the cost of which will be chargeable to the Tenderer.

9.2 Advice of cancellation of documents by tenderer

The cancellation of any document such as Power of Attorney/Partnership Deed etc. should be forthwith communicated by the contractor to the Railway Administration in writing, failing which the Railway Administration shall have no responsibility or liability for an action taken on the strength of the said document.

9.3 Any individual/s signing the tender or other documents connected therewith should specify whether he is signing :-

- a) As sole proprietor of the concern or his attorney ;
- b) As a partner or partners of the firm ;
- c) For the firm per procure , or
- d) As a Director, Manager or secretary in the case of a Limited Company.

9.4 In the case of a firm not registered under the Indian Partnership Act, all the partners, or the attorney duly authorised by all of them should sign the tender and all other connected documents.

9.5 The original documents empowering the individual or individuals to sign should be furnished to the Purchaser for verification if required.

9.6 The Tenderer whose tender is accepted shall be required to appear in the Office of the Dy Chief Signal & Telecom. Engineer/IRPMU/Project, North Central Railway, Kanpur to execute the Contract Agreement as stipulated in the Special Conditions of the Contract. In case of a Firm or Corporation or consortium, authorised representative along with power of attorney, can appear for this purpose.

9.7 In the event of any Tenderer whose Tender either in part or in full is accepted refuses to execute the Contract documents, the Railway may determine that such Tenderer has abandoned the Contract and thereupon his Tender and the acceptance thereof shall be null and void and the Railway shall be entitled to forfeit the Earnest Money as liquidated damages for such default without prejudice to any other right or remedies open to the Railway.

9.8 The Tenderer shall state in the Tender, his postal address fully and clearly. Any communication sent to the Tenderer by post (Regd. AD) at his said address, shall be deemed to have reached him timely, notwithstanding the

fact that the communication could not reach the tenderer at all or in time because of any inaccuracy or defect in the said address.

10.0 PREVIOUS EXPERIENCE & DECLARATION OF CREDENTIALS :

10.1 The Tenderer MUST submit the following along with his bid :

- i) Details of similar jobs completed in the last Three Years and in the current financial year with cost, specified completion period in the contract and actual completion period, time taken for completion of these works with reason for delay (if any), as per proforma given in Annexure-'H'.
- ii) Jobs in hand with contract values and completion date.
- iii) Completion and Performance certificate from the clients for similar works.
- iv) Particular of consultants to assist the company in the work, if any. Banker's certificate to the effect that adequate finance shall be available for undertaking a job of this size to be completed progressively in the months/days specified in the time schedule (Para 4 of I.T.T).

10.2 Have minimum construction machinery, tools & plants and vehicles etc. required for satisfactory execution of the works. Details to be submitted along with bid.

10.3 The tenderer shall not scribble or stipulate any special condition in the tender documents. Special condition, if any, may be indicated in a separate covering letter.

11.0 THE RAILWAY NOT BOUND TO ACCEPT ANY TENDER:-

The Railway shall not be bound to accept the lowest or any tender or to assign any reason for non-acceptance or rejection of a tender. No tender shall be deemed to have been accepted unless such acceptance shall have been notified in writing to the successful tenderer by the Railway. The Railway Reserves the right to accept any tender in respect of the whole or any portion of the work specified in the tender or to divide or reduce the work or to accept any tender for less than the tendered quantity or any such other combination without assigning any reason whatsoever.

12.0 SECURITY DEPOSIT :

12.1 Total amount of Security Deposit for the fulfilment of the contract will be as under :-

12.2 The Earnest Money deposited by the Contractor with his tender will be retained by the Railways as part of security for the due and faithful fulfilment of the contract by the contractor. The balance to make up the security deposit, the rates for which are given below, may be deposited by the Contractor in cash or may be recovered by percentage deduction from the Contractor's "on account" bills. 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 may not exceed 10% of the total value of the contract.

Unless otherwise specified in the special conditions, if any, the Security Deposit/rate of recovery/mode of recovery shall be as under:-

- (a) Security Deposit for each work should be 5% of the contract value.
- (b) The rate of recovery should be at the rate of 10% of the bill amount till the full security deposit is recovered.
- (c) Security Deposits will be recovered only from the running bills of the contract and no other mode of collecting SD such as SD in the form of instruments like BG, FD etc. shall be accepted towards Security Deposit except for contracts of value Rs.50 crore or above where irrevocable BG can also be accepted.

Security Deposit recovered from the running bills shall be returned to the contractor in lieu of FDR/irrevocable BG for equivalent amount after the physical completion of the work as certified by the Competent Authority. The Competent Authority 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 contractors and that there is no due from the contractor to Railways against the contract concerned. Before releasing the SD, an unconditional and unequivocal no claim certificate from the contractor concerned should be obtained. After the work physically completed SD recovered from the running bills of a contractor can be returned to him if he so desires, in lieu of FDR/irrevocable BG for equivalent amount to be submitted by him.

12.3 Wherever the contract is rescinded, the Security Deposit shall be forfeited.

Note: - No interest will be payable upon the Earnest Money and Security Deposit or amounts payable to the Contractor under the Contract, but Government Securities deposited in terms of Sub Clause (1) of this clause will be payable with interest accrued thereon. The practice of allowing Standing Earnest Money Deposit is dispensed with.

13.0 **TENDER & AGREEMENT :**

13.1 The tender shall remain open for acceptance by the Railway for the period specified in the tenders from the date on which tenders are opened and during which period the Tenderer shall not withdraw offers , nor amend , impair or derogate there from. Every Tenderer shall be deemed to have agreed as aforesaid in consideration of his tender being considered by the Railway. If the tenderer is notified in writing at his address given in tender, within the said period that his tender whether in whole or in part has been accepted by the Railway , he shall be bound by the terms of agreement constituted by his tender in respect of any part of the work specified in the tender document.

14.0 **DETAILS CONFIDENTIAL :**

14.1 The tenderer (whether his tender be accepted or not) shall treat the contents of the tender paper as private and confidential.

15.0 **CANVASSING AND BRIBERY:**

- 15.1 No tenderer shall canvass any Government official or Railway's Engineer with respect to his or any other tender. Contravention of this condition will involve rejection of the tender . This clause shall not be deemed to prevent the tenderer from supplying the Railway any information asked for from him .
- 15.2 Any bribe , commission , gift or advantage given, promised or offered by or on behalf of the contractor or his partner , agent or servant or any one on his or their behalf , to any officer, servant, representative or agent of the Railway or any person on his or their behalf , in relation to obtaining or to execution of this or any other contract with the Railway shall in addition to the criminal liability which he/they may incur, subject the contractor to the rescission of the contract and all other contracts with the Railway, and also to payment of any loss resulting from any such cancellation, and the Railway shall be entitled to deduct the amount so payable , from any money and Railway's decision shall be final and conclusive in the matter.
- 16.0 EXECUTION OF CONTRACT AGREEMENT :**
- 16.1 Any Tenderer whose tender the Railway elects to accept , shall after having been advised by the Railway through Letter of Acceptance , be bound to execute an agreement based on the explicit understanding that the contractor shall abide by all the conditions, specifications, drawings and schedule(s) referred to herein and that their implications had been fully understood by the contractor before tendering for this work.
- 16.2 The Railway shall prepare the agreement and intimate the contractor of its preparation whereupon the duly authorised representative of the contractor shall appear in person at the office of Dy Chief Signal & Telecommunication Engineer/IRPMU/Project, North Central Railway and sign the same within seven days of the receipt of this intimation.
- 16.3 Failure on the part of the tenderer to execute the agreement within the time as stated in clause 16.2 above will constitute breach of contract and the contractor's Earnest Money/Security Deposit shall stand forfeited without prejudice to any other rights or remedies.
- 17.0** The tenderer for carrying out any construction work in Uttar Pradesh must get themselves registered from the Registering Officer under section-7 of the building and other construction workers (Regulation of Employment and Conditions of Service) Act, 1996 and Rules made thereto by the Govt. of West Bengal. The tenderer shall be required to submit certificate of Registration issued from the Registering Officer of the Govt. of Uttar Pradesh (Labour Department). For enactment of this Act, the tenderer shall be required to pay Cess @ 1% of cost of construction work to be deducted from each bill. Cost of materials shall be outside the purview of cess, when supplied under a separate schedule item.

Section – I

Chapter – 3

GENERAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

- 1.0 INTERPRETATION**
- 2.0 GENERAL ORGANISATION OF THE CONTRACTOR SUPERVISION OF ERECTION AND CONTRACTOR'S ATTENDANCE AT WORK SITE**
- 3.0 RAILWAY NOT TO PROVIDE QUARTERS FOR CONTRACTOR**
- 4.0 OCCUPATION AND USE OF LAND**
- 5.0 STORAGE OF MATERIAL**
- 6.0 CONVEYANCE OF STAFF AND CARRIAGE OF MATERIALS OF CONTRACTOR**
- 7.0 CONTRACTOR TO OBTAIN APPROVAL BEFORE EXECUTION OF WORK**
- 8.0 ASSIGNMENT OR SUBLETTING OF CONTRACT**
- 9.0 WORKS CARRIED OUT BY THE RAILWAY IN PRESENCE OF SEVERAL CONTRACTORS AT SITE**
- 10.0 CONTRACTOR'S RESPONSIBILITY FOR ALTERATION OF WORK**
- 11.0 CONTRACTOR'S RESPONSIBILITY FOR PROPER EXECUTION OF WORK**
- 12.0 CONTRACTOR'S ACCESS TO THE WORK - SITE AND RAILWAY'S POWER TO REFUSE ADMISSION TO CONTRACTOR'S REPRESENTATIVE TO THE SITE OF WORK**
- 13.0 REMOVAL OF PERSONS APPOINTED BY CONTRACTORS ON GROUND OF MISCONDUCT, INCOMPETENCE OR NEGLIGENCE**
- 14.0 CONTRACTOR'S RESPONSIBILITY**
- 15.0 INSURANCE**
- 16.0 CONTRACTOR'S LABOUR**
- 17.0 SAFETY MEASURES**
- 18.0 ISSUE OF MATERIALS FROM RAILWAY STORES**
- 19.0 LIQUIDATED DAMAGES AND TOKEN PENALTY**
- 20.0 FORCE MAJEURE CLAUSE**
- 21.0 RESPONSIBILITY FOR CONTRACTOR 'S MATERIAL**
- 22.0 RESPONSIBILITY FOR CONTRACT WORKS**

23.0	TERMS OF GUARANTEE
24.0	PAYMENT TERMS
25.0	MOBILIZATION ADVANCE
26.0	FOREIGN EXCHANGE AND IMPORT LICENCE
27.0	RECOVERY OF INCOME TAX
28.0	DETERMINATION OF CONTRACT
29.0	REFUND OF SECURITY DEPOSIT
30.0	RESCINDING OF CONTRACT
31.0	ARBITRATION
32.0	FORFEITURE OF SECURITY DEPOSIT
33.0	RESPONSIBILITY FOR COMPLETENESS
34.0	INDEMNITY
35.0	REPORTING OF ACCIDENTS TO LABOUR
36.0	DETERMINATION OF CONTRACT OWING TO DEFAULT OF CONTRACTOR
37.0	RIGHT OF RAILWAY AFTER DETERMINATION OF CONTRACT OWING TO DEFAULT OF CONTRTACTOR
38.0	CONTRACTOR TO MAKE GOOD THE DEFECTIVE EQUIPMENT
39.0	SUPERVISION OF ERECTION/MAINTENANCE & CHARGE THEREOF
40.0	SUPPLY OF RAILWAY MATERIALS FROM RAILWAY GODOWNS
41.0	RESPONSIBILITY FOR COMMISSIONING
42.0	NIGHT WORK
43.0	VARIATION IN QUANTITIES
44.0	EXECUTION OF NON-SCHEDULED ITEMS OR VARIATION OF QUANTITIES OF THE SCHEDULES BEYOND 25%
45.0	INSPECTION OF MATERIALS
46.0	INSPECTION OF WORKS
47.0	MEASUREMENT
48.0	WARRANTY
49.0	PRICE VARIATION

50. RELEASE OF RETENTION MONEY

51. PROCEDURE FOR FINALISING OF “RISK & COST TENDER”.

GENERAL CONDITIONS OF CONTRACT

1.0 INTERPRETATION :

- 1.1 The words / expressions given below and occurring in the TENDER DOCUMENT shall unless excluded by or repugnant to the context have the interpretation indicated against them respectively.

“Contract” -Means Agreement or Work Order resulting from the acceptance by the Purchaser of this tender either in whole or in part.

“Contractor” -Means the successful Tenderer, i.e., the Tenderer whose tender has been accepted, either in whole or in part.

“Contract Documents” - Means and includes the General Guidelines, Instruction and General Conditions of Tender, General Conditions of Contract, Special Conditions of Contract, Technical Specifications, Drawings, Documents, Schedules etc. specified in the acceptance of tender and also includes a repeat order, which has been accepted or acted upon by the contractor and a formal agreement, if executed.

“Contractor’s Representative” - Means a person in supervisory capacity who shall be so declared by the contractor and who shall be authorised under a duly executed power of attorney to receive materials issued by the Purchaser to the contractor for the works. He shall be responsible for proper execution of works at each or all places and shall take orders from Purchaser’s Engineers and carry out the same.

“Equipment” -Means all or any equipment considered necessary by the Railway representative for the satisfactory operation, as a whole, of the Installations.

“General Manager” -Means the officer in Administrative charge of North Central Railway and shall mean and include the officers to whom the functions are delegated. His postal address is Near Jhakarkatti Bus Stand, GT Road, Kanpur.

“Inspector’s Store” - Means the Store of the Railway Inspector/ Section Engineer referred to in the schedule.

“Materials” - Means all equipment, components, fittings and other materials required to complete the work.

“Month” -Means One English Calendar Month.

“Purchaser” - Means the President of India acting through his accredited officers or any one of them. The Dy Chief Signal & Telecom. Engineer, In-charge of signal & Telecommunication department of North Central Railway shall be deemed to be one of such accredited officers.

“Purchaser’s Engineers” -Means the Dy Chief Signal & Telecom Engineer /IRPMU/Project of North Central Railway or successor who will decide all matters relating to design, manufacture, Installation and Commissioning of the plant and equipment at site.

“Railway” - Means the North Central Railway Administration and includes the President of India and the Government of the Republic of India, Ministry of Railway (RAILWAY BOARD).

“Railway Representative” - Authorised Railway Representative not below the rank of a Section Engineer.

“Site” - Means the areas to be taken up for the execution of works, together with any other area or areas as shall be determined by the Purchaser’s Engineers, which may be placed at the disposal of the contractor for the purpose of the contract and also such area or areas used for store yards, works yards or workshop in proximity of the works as the Purchaser’s Engineers may have authorised as an extension of the site, irrespective of the Terms and Conditions under which they are occupied by the contractor.

“Sub-Contractor”-Means an individual or a firm of contractor or a company registered under Indian company Act or an approved supplier of materials to whom the contractor sub-lets portions of the contract after obtaining specific prior approval of the Purchaser in writing to sub - letting of contract

“Tenderer” -Means and includes any firm of Engineers or Contractors or any company or body, corporate or otherwise, who submit the tender which has been invited.

“Test” -Means such test or tests as are prescribed by the specification(s) to be made by the PURCHASER, or his nominee, after erection at site and before the plant is taken over by the PURCHASER.

“Work or Works” - Means all or any of the items of the work for which the tenderer / contractor has tendered / contracted according to the specifications, drawings and Annexures hereto annexed or to be implied therefrom or incidental thereto or to be hereafter specified or required in such explanatory instructions and drawings being in conformity with the original specifications, drawings, Annexures and Schedules, and also such instructions and drawings, additional to the aforementioned, as may from time to time be issued by the Purchaser’s Engineer during the progress of the contracted work .

“Section of work or works” – Means existing block section between two adjacent block stations which will be converted to Auto Section after commissioning of auto signalling work..

“Writing”-Includes all matters written, type written or printed, either in whole or in part.

2.0 GENERAL ORGANISATION OF THE CONTRACTOR, SUPERVISION OF ERECTION AND CONTRACTOR’S ATTENDANCE AT WORK SITE :

- 2.1 (a) The Supervision of Erection according to specification shall be done by the contractor and for this purpose the contractor shall employ competent representatives to supervise the erection and the carrying out of the works at all stages. The said representative shall be present on the site during working hours and any written orders or instructions which Railway may give to the said representative of the contractor shall be deemed to have been duly given or communicated to the contractor.

(b) The contractor or his representative shall accompany the Railway's Engineer on inspection tour or proceed to their offices any time he is called upon to do so.

(c) Any staff, workmen or officers detailed by the contractor to execute the work shall be deemed to be the agents or employees of the contractor for the purpose of fixing responsibility and determining liability for any loss or damage occasioned by any act of omission or commission on the part of such staff, workmen or officers while working under the supervision of the contractor.

3.0 RAILWAY NOT TO PROVIDE QUARTERS FOR CONTRACTOR :

3.1 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, recovery shall be made at such rates as may be fixed by the railway for full rent of the building and equipment therein as well as charges for electric current, water supply and conservancy at the rates applicable.

4.0 OCCUPATION AND USE OF LAND :

4.1 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 allowed to be used, site for any purpose other than that of executing the works. Land rent, where necessary should be paid by the contractor.

4.2 When work is executed within the limits of any Station Committee, or where conservancy work is being systematically done by the Railway, the contractor will be liable to pay any conservancy water or any other cesses levied by such committee or the Railways.

5.0 STORAGE OF MATERIAL :

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

5.2 Temporary depot for tools and equipment of any kind can only be opened in Railway premises after prior permission has been granted by authorised Railway's representative.

6.0 CONVEYANCE OF STAFF AND CARRIAGE OF MATERIALS OF CONTRACTOR :

6.1 The Railway shall not render any assistance to the contractor in the matter of obtaining required permits, priorities for procurement of materials etc. for execution of works.

6.2 No Railway pass or concessional facilities be granted either to the contractor or their agents/labours for execution of the work. The contractor's materials required for execution of contract will have to be carried out at the public rate of Railway freight in force from time to time and no concessional rate of Railway freight will be applicable.

- 7.0 **CONTRACTOR TO OBTAIN APPROVAL BEFORE EXECUTION OF WORK :**
- 7.1 Before proceeding to execute any work, the contractor shall obtain from the Railways' Engineer or his authorised representative, approval in writing in which the contractor proposes to execute each portion of the work.
- 8.0 **ASSIGNMENT OR SUBLETTING OF CONTRACT :**
- 8.1 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 Railway. Any breach of this condition shall entitle the Railway to rescind the contract 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 details of the works by petty contract under the direct and personal supervision of the contractor or his agent shall not be deemed to be subletting under this clauses. The permitted subletting of the 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.
- 9.0 **WORKS CARRIED OUT BY THE RAILWAY IN PRESENCE OF SEVERAL CONTRACTORS AT SITE :**
- 9.1 It should be noted that other works outside the scope of this contract may be undertaken simultaneously by the Railway or any other contractor at various work sites. The contractor shall afford every facility to the Railway or to other contractors to execute their works simultaneously. The contractor shall prefer no claim for the delay or hindrance, if there be any, caused in this process to his work. The contractor shall comply with the instructions that may be given to him in order to permit simultaneous execution of his portion of the work and those undertaken by other contractor of the Railway without being entitled on this account to any extra charge. The contractor shall also not be entitled to any extra payment due to hindrance resulting from normal Railway operation.
- 10.0 **CONTRACTOR'S RESPONSIBILITY FOR ALTERATION OF WORK:**
- 10.1 The contractor shall be responsible for and shall pay for any alteration of the works due to any discrepancies, errors or omissions that may arise from drawings or particulars approved by him, whether such drawings or particulars have been approved by the Railway or not. If any dimensioned figures on a drawing differ from those obtained by scaling the drawing, the dimensioned figures are to be taken as correct. All dimensions, weights and measures shall be in metric units with British Standard Equivalents in bracket.
- 11.0 **CONTRACTOR'S RESPONSIBILITY FOR PROPER EXECUTION OF WORK :**
- 11.1 The contractor shall be solely responsible for the correctness of all works according to approved drawings, specifications, notwithstanding that he may have been assisted by the Railway in setting out the same.
- 12.0 **CONTRACTOR'S ACCESS TO THE WORK - SITE AND RAILWAY'S POWER TO REFUSE ADMISSION TO CONTRACTOR'S REPRESENTATIVE TO THE SITE OF WORK :**

- 12.1 Access to possession of the site for the purpose of the contract shall be afforded to the contractor by the Railway at all reasonable times.
- 12.2 The Railway or its authorised representative shall have the right to refuse admission to the work site any person employed by the contractor whom the Railway or its authorised representative may consider undesirable.
- 13.0 **REMOVAL OF PERSONS APPOINTED BY CONTRACTORS ON GROUND OF MISCONDUCT, INCOMPETENCE OR NEGLIGENCE:**
- 13.1 The Railway shall be at liberty to object to the presence of any representative or other person employed by the contractor in or about the works, on the ground of misconduct. The contractor on receipt of notice of such objection in writing from the Railway shall forthwith remove the person so objected to.
- 14.0 **CONTRACTOR'S RESPONSIBILITY :**
- 14.1 (a)The contractor shall during the progress of the work remain answerable and liable for all accidents or injuries which may arise from or be occasioned by the acts of omissions of contractor or his representative or agents or workmen. All losses or damages arising from such incidents or injuries aforesaid shall be made good in the most complete and substantial manner at site by and at the cost of the contractor, in all respect, to the entire satisfaction of the Railway.
- (b)Until the officials tests have taken place and the contract works have been finally accepted by the Railway, the contractor shall be solely responsible for all the contract works whether such be in use for train operation, or for the purposes of testing under construction during tests, or in use of Railway's service.
- (c)The contractor shall make such tests as may be necessary to demonstrate to the satisfaction of the railway that the works are executed in accordance with the requirement of the specification and contract.
15. **INSURANCE :**
- 15.1 The Contractor shall take out and keep in force a policy or policies of insurance against all liabilities of the Contractor or the Purchaser at common law or under any statute in respect of accidents to persons who shall be employed by the contractor in or about the site for the purpose of carrying out the works on the site. The Contractor shall also take out and keep in force a policy or policies of Insurance against all recognised risks to their offices and depots. Such insurance shall in all respects be to the approval of the Railway and if he so requires in his name.
- 15.2 The Contractor shall take out and keep in force a policy or policies of Insurance for all materials including Railway supply materials/equipment irrespective of whether used up in the portion of work already done or kept for the use in the balance portion of the work until such works are placed in service and handed over to the Railway. For this purpose, the works are deemed to have been handed over when completion certificate is issued for the section or station under consideration.
- 15.3 The contractor shall not be liable for losses/damages to the materials either used up in the portion of work done or his material kept for use at site, in consequence of mutiny, or other similar causes over which the Contractor has

no control and which cannot be insured. Such losses or damages shall be the liability of the Railway and if required by the Railway, be made good by the contractor, at the cost of the Railway.

- 15.4 The Contractor should, however, insure the stores brought to site, against risks in consequence of war and invasion, as required under the Emergency Risk (Goods) Insurance Act in force from time to time. **This insurance should also cover risk during transportation of Railway materials.**

- 15.5 It may be noted that the beneficiary of the insurance policy should be the Railway or the policies should be pledged in favour of Railway. The contractor shall keep the policy/policies current till the installations are handed over to the Purchaser. It may also be noted that in the event of contractor's failure to keep the policy current and alive, renewal of the policy will be done by the purchaser for which the cost of the premium plus any incidental and over head as applicable as per extent rules shall be recovered from the contractor.

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

- 15.7 The contractor shall take out all Insurance covers in connection with this contract with General Insurance Corporation of India only.

16.0 **CONTRACTOR'S LABOUR :**

- 16.1 The contractor shall not employ children below the age of 15 years as labour directly or through petty contractor or sub contractor for the execution of the works.

- 16.2 The contractor will be responsible for pay and allowances and claims under the factory act, payment of wages act and Workmen's Compensation Acts in respect of the labour supplied by him. The contractor will be responsible for their technical direction and supervision, out-turn of work both as regards quantity, quality and progress, accuracy of erection of installation and for any defects arising out of the work done by the labour.

- 16.3 The contractor shall comply with the provisions of the Contract Labour (Regulation & Abolition) Act 1970, and the Contract Labour (Regulation & 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.

- 16.4 The Contractor should enclose their existing Contract Labour licence along with their offer.

- 16.5 In case if any notice is received from the concerned State Governments for any violation of any clause of Contract Labour (Regulation and Abolition) Act 1970 and the Central Rules 1971 during the currency of the Contract and if any amount is payable as per contract Labour Act to the staff employed, the same will be deducted from their on Account/Final Bills without any intimation unless the tenderer submits the clearance certificates from the concerned department of the State /Central concerned for non deduction of the same from their on Account/Final Bill.

- 16.6 The contractor shall be responsible for the safety of all employees employed by him directly or indirectly for the works and shall report serious accident to any of them however and wherever occurring on the works to the engineer's

representative and shall make every arrangement to render all possible assistance.

- 16.7 The contractor shall indemnify and protect the Railway against all actions, suits, claims, demands, costs charges or expenses arising in connection with any death or injury sustained by any person or persons within the Railway premises by the acts or omissions of the contractor, his agents or his staff during the execution of this contract, irrespective of whether such liability arises under the Workmen's Compensation Act 1923, or the Fatal Accidents Act or any other statute in force for the time being.

17.0 SAFETY MEASURES :

- 17.1 The contractor shall take all possible precautions to ensure that none of his workers knowingly or otherwise cause interference to the circuits or equipment in use and give rise to unsafe conditions or dislocation of traffic.
- 17.2 No work shall be begun above or under or adjacent to any line of the Railway, in consequence of which it may become necessary to foul any such line or it may in any way prejudice the same for safe passage of traffic until look out men and hand signal men as required by the Engineer or his representative shall have taken their duties .
- 17.3 The contractor shall take all precautionary measures in order to ensure the protection of their own personnel moving about or working in the Railway Premises, which shall conform to the rules and regulations of the Railway. If and when, in the course of the works, there is likely to be any danger to persons in the employment of the contractor due to running traffic while working in the Railway sidings and premises, the contractor shall apply in writing to the Railway to provide flagmen or look out men for protection of such persons. The Railway will, however, decide as to whether it is necessary to post such flagmen for various types of work and also the number of such men required to protect the gang or gangs of contractor's staff working at site.
- 17.4 The Railway shall remain indemnified by the contractor, in the event of any accident occurring in the normal course of work, arising out of the failure of contractor or his men to exercise reasonable precautions at all places of work whether or not the Railway has posted flagmen at any particular site of work. The Flagmen will be appointed by the Railway and no expense on this account will be charged to the contractor.
- 17.5 While working within station limits, especially on passenger platforms, the contractor shall ensure that at all times sufficient space as per Railway's Schedule of Dimension is left for free movement of passenger traffic. He must cover and / or barricade the excavations carried out in such areas and continue to maintain these, till the work is completed with a view to avoid any accident to public or to a Railway staff.
- 17.6 The works must be carried out most carefully without any infringement of the Indian Railways Act or the General and Subsidiary Rules in force on the Railway, in such a way that they do not hinder railway operation nor affect the proper functioning of or damage any Railway Land, Equipment, Structure or Rolling Stock except as agreed to by the Railway, provided that all damage and disfiguration caused by the Contractor to any Railway or Public property must be made good by the Contractor at his own expenses failing which cost of such repairs shall be recovered from the Contractor.

17.7 If safety of track etc. is affected, as a consequence of works undertaken by the Contractor, the contractor shall take immediate steps to restore normal conditions. In case of delay, the Railway shall, after giving due notice to the contractor in writing take necessary steps and recover the cost from the contractor.

17.8 The Contractor shall be held responsible for any damage to Railway property like telephone lines, cables or any other Railway gears & equipment, which may be caused by any of his action in connection with or in the execution of the work. All costs, damages or expenses which the Railway may have paid, for which under the contract, the contractor is liable, may be either deducted by the Railway at its discretion from any moneys due or to become due or refundable to the contractor under the contract, or may be recovered by actions at law or otherwise from the contractor under this contract and to set off the same against all claims whether arising out of this contract or out of any other transaction whatever against the contractor.

18.0 **ISSUE OF MATERIALS FROM RAILWAY STORES :**

18.1 Any material, which the contractor would normally have arranged for himself, is supplied by the Railway either at contractor's request or suo moto in order to prevent any possible delay in the execution of the work likely to occur due to contractor's inability to make adequate arrangements for supply thereof or otherwise.

Recovery of prices of such materials will be made from the next immediate 'running' or 'on account' bill of the contracting agency at the highest of the following rates :

i)	Book rate or Last Purchase or Market rate whichever is higher	Plus 5% on account of initial freight, 2% on account of incidental charges & 12.5% towards departmental charges on the overall cost.
ii)	Accepted tender rate for such material under contract.	

Freight between Railway source of supply and the Railway store/Depot shall be to the contractor's account.

If prevailing market rates are not available, the recovery rates may be worked out by escalating the last purchase rate @10% escalation per annum.

18.2 If however, the material required by the contractor is not available in the Railway stock, or the Railway decides not to supply the same, be that for whatever reasons, the Railway should not be bound to arrange for the supply at cost quoted above or at any other cost nor will this fact be accepted as an excuse for delay in execution of the work.

19.0 **LIQUIDATED DAMAGES AND TOKEN PENALTY :**

19.1 If the contractor fails to execute and complete the work within the time specified in the Agreement or within the period of extension granted except in so far as the delay is on the purchaser's account, the contractor shall be levied Liquidated Damages at the rate of 1/2% per week or part thereof of the entire contract value of the work awarded to the contractor for delays in supply / execution of the work as per General Conditions of Contract, 1969

for the North Central Railway Engineering department with up to date modifications.

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 the under noted percentage 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.

- (i) For contract value up to Rs.2 lakh – 10% of the total value of the contract.
- (ii) For contracts valued above Rs.2 lakh –10% of the first Rs.2 lakh and the 5% of the balance.

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.

19.2 If such a failure as aforesaid shall have arisen from any cause which the Purchaser may agree as being a reasonable ground for extension of time, the railway may allow such additional time as it may in its absolute discretion consider to be reasonably justified by the circumstances of the case. The contractor will apply for extension at least one month before the expiry of the period of completion. In case extension is on Purchaser's account and also in case extension is on contractor's account but the Purchaser is reasonably satisfied that the contractor cannot be penalised for such delay, the extension shall be granted without levy of liquidated damages.

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

19.4 In the event of any loss to the Purchaser on account of execution and/or completion of the work of any part thereof by agencies other than the contractor, in terms of para 19.3, the contractor shall be liable to reimburse the loss to the purchaser without prejudice to the other rights and remedies of the purchaser, and the reimbursement in full or in part as the case may be shall be met, at the option of the purchaser, from out of all or any of the following sources viz :-

- (a) (i) Any amount due and payable to the Contractor by the purchaser on any account whatsoever ;
 - (ii) The contractor's security deposit in the hands of the purchaser as far as available and
 - (iii) Any other assets whatsoever of the contractor :
- (b) In the event of reimbursement from out of source (I) and/or (ii) mentioned above the purchaser shall have the right of appropriation suomoto .

19.5 **TOKEN PENALTY:**

The competent authority while granting extension to the currency of contract under clause 17(B) of GCC of 2001 with latest amendment may also consider levy of token penalty as deemed fit based on the merit of the case.

20.0 **FORCE MAJEURE CLAUSE :**

20.1 If at any time, during the continuance of this contract, the performance, in whole or part, by either party, of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, act of the public enemy, Civil Commotion, Sabotage, Fires, Floods, Earth quakes, Explosions, Strikes, Lockouts, any statute, statutory rules, regulations, order or requisitions issued by any Government Department or competent authority or acts of God (here-in-after referred to as 'event') then provided notice of the happening of any such, event is given by either party to the other within twenty one 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 damage against the other in respect of such non-performance or delay in performance, and the obligations under the Contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, PROVIDED FURTHER that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event beyond a period as mutually agreed to by the Railways and the Contractor after any event or 60 days in the absence of such an agreement which ever is more, either party may at its option terminate the Contract provided also that if the Contract is so terminated under this clause the Railways may at the time of such termination take over from the contractor at prices as provided for in the Contract, all works executed or works under execution.

21.0 **RESPONSIBILITY FOR CONTRACTOR 'S MATERIAL :**

21.1 The Railway administration will not be responsible for loss or damage to the Contractor's materials, equipment, tools & plants due to floods, thefts or any other cause or causes whatsoever.

22.0 **RESPONSIBILITY FOR CONTRACT WORKS :**

22.1 The contractor shall be responsible for and shall without delay make good all damages occurring to the contract works or to any materials or equipment forming or intended to form part thereof until acceptance of the same by the Railway's Engineers at his own expense in all respect (including the cost of transport). However, the Contractor shall not be made responsible for such damage occurring in the site as may be due in

the opinion of the Railway, to the improper use thereof by the Railway or to the negligence of the Railway or any other Contractor employed by the Railway on the site.

22.2 It is possible that certain defects may appear in the work during commissioning. The Contractor shall be responsible to rectify these defects to the satisfaction of the Railway even at this stage. Any delay on this account will not be a claim for extension of delivery period.

22.3 While undertaking the test of the Contractor's portion of the work and while testing the entire installation the Contractor shall make such tests as would be necessary to demonstrate to the satisfaction of the Railway that the work as has been completed by him, is in accordance with the specification of the contract. The contractor shall provide such instruments and apparatus as may be necessary for making these tests.

23.0 **TERMS OF GUARANTEE :**

23.1 After the installation is placed in service by the Railway, after the proving test as per above, the contractor shall maintain the installation for 2 months and be responsible for the proper functioning of his portion of the work for a period of 12 months from the date of completion of the last portion of the main work. Any lacunas noticed in the functioning of the work as a result of any design / fabrication/erection feature shall be rectified by the contractor free of cost during this period. Till the installation at each station/site is placed in service and completion certificate for that portion is issued the security of the materials outside the Railway Buildings shall be the responsibility of the contractor. The Equipment inside Railways buildings, after commissioning even individually shall be taken over by the Railway for necessary security.

23.2 During the period of guarantee the contractor shall keep all materials, tools and other requisite equipment readily available and shall carry out at his own expense all modifications, additions or substitutions, that may be considered necessary for satisfactory working of the contracted work or equipment supplied by him. Final decision in respect of unsatisfactory working of the contracted work or equipment or faulty design or workmanship, etc. shall rest with the Purchaser.

23.3 NA

23.4 The contractor shall also be required to furnish an Indemnity Bond as per Annexure - 'D' for a sum of cost of materials being issued which will be handed over to him by the Railway Administration for works. The quantity of material that shall be handed over to the contractor for execution of the works and the cost of this quantity remaining unused in the custody of the contractor shall under no circumstances exceed at any time, the value of the Indemnity Bond plus B.G.Bond value.

24.0 **PAYMENT TERMS :**

24.1 The terms of payment shall be as under:

For all item involving supply in the rate schedule, 80% of the supply rate quoted in the rate schedule shall be paid to the contractor as on account bills only on receipt of the materials in good condition at the stores of Sr. Section Engineer/Sig/Kanpur near Jhakarkatti Bus Stand, on production of the following documents:-

- a) Inspection certificate issued by RDSO/RITES/Consignee(Railway representative) in respect of items where ever necessary, else inspection waiver certificate issued by North Central Railway.
- b) Bill in Triplicate should be prepared in Railway format based on the measurement book showing description of each items, quantities as per measurement taken by site supervisor from time to time.
- c) Store receipt certificate issued by Railway Official/ representative as per format at Annexure-“J”
- d) Manufacturer certificate for large value items wherever necessary and as decided by the Railway Engineer, that the materials are in accordance with the specification in the contract.
- e) Current valid STCC/ VAT-2005 or latest are to be submitted for payment.

24.2 For all items involving either installation only or supply and installation, 80% of the rate quoted in the rate schedule shall be paid to the contractor as on account bills only on production of certificate by the site Engineer that relevant portion of installation has been completed.

24.3 The tenderer should note that payment against proof despatch of materials can be considered but will be restricted to 80% of rate schedule against each supply item.

24.4 15% of accepted cost of supply items (in addition to the 80% released above) will be paid after installation, erection and commissioning of that particular equipment / material in the section. Balance 5 % of accepted cost of supply items (in addition to the 95% released above) will be paid on issue of the completion certificate by the authorised Railway official / representative for the commissioned portion of work.

24.5 15% payment against For all items involving either installation only or supply and installation will be made on completion of installation / erection and on issue of the completion certificate by the authorised Railway official / representative for the commissioned portion of work. For payment purposes, forwarding letter / proposal should come from ESTE/AESTE, looking after the project duly mentioning the name of the section commissioned. Balance 5 % of accepted cost of supply items (in addition to the 95% released above) will be paid on issue of the completion certificate by the authorised Railway official / representative for the commissioned portion of work.

24.6 All payments to contractors/ Suppliers will be made through Electronic Fund Transfer (EFT) system. It is mandatory. MANDATE FORM as annexure is enclosed in tender document which will require to be filled in along with the offer.

25.0 MOBILIZATION ADVANCE : (Restricted only to high value tenders of value Rs.10 crore and above each).

25.1 (a) If required by the Contractor, mobilization advance limited to 10% of contract value shall be payable on submission of irrevocable Bank Guarantee from a Nationalised Bank in India or the State Bank of India in a form acceptable to the Railway (Annexure - 'F'). This advance shall be payable in two stages as under :-

Stage : 1. 5% of the contract value on signing the contract.

Stage :2 5% of the contract value on mobilization of establishment etc., i.e. setting up of project office and commencement of Signal/Telecom. works.

Interest :- The mobilization advance shall carry an interest at the rate of **12%** per annum and recovery of the mobilization advance along with its interest shall be made from On account and progress bills including design payment and advance payments for the work on pro-rata basis. The interest will be charged on balance outstanding on the first day of each month.

The recovery of the advance shall be commencing when the work to an extent of 15% of the provisional value of the contract is completed. The recovery of principal and interest shall be made at the rate of 15% of on account and/or progress payment such that the entire amount is recovered before total payment reach 85% of the value of the contract.

- (b) In case principal and interest could not be deducted progressively from progress/on account bills during the course of the year, the interest in mobilization advance as accrued in the end of an year will be recovered within the first 30 days of the next year from the progress/on account bills or any other bills which may be made by the Railways to the Contractor. If, for the reason whatever, progress/on account bill or any other amount is paid to the Contractor, he will still pay to the Railways the accrued interest in full within the said 30 days of the next year. Otherwise, the unpaid interest will be added on to the Principal and interest for the next year will be charged on the balance comprising Principal as well as unpaid interest.
- (c) In case of extension of the date of completion due to any reason whatsoever the interest on the mobilization advance outstanding would continue to accrue as specified earlier and the contractor/firm would make the payment against the advance in the same manner as specified in Para (b) above.
- (d) No advance/extra payment other than stated above shall be payable against the works.
- (e) The Tenderers shall specifically indicate in their offer whether mobilization advance is required by them. In case no specific demand has been made in the offer, grant of mobilization advance will not be considered subsequently.
- (f) No mobilisation advance would be considered for Contract with a value less than Rs.1 (one) core.

26.0 FOREIGN EXCHANGE AND IMPORT LICENCE :

26.1 Any foreign exchange if required for the supply of goods and services under the contract will have to be arranged by the tenderer. Railways shall make all payments under this contract only in Indian Rupees.

26.2 The successful tenderer will have to apply to the proper Government Authority for grant of requisite import licence / foreign exchange for such items as required import and co-ordinate with all Government, agencies in these matters directly.

27.0 RECOVERY OF INCOME TAX :

- 27.1 Income Tax as applicable on date or levied subsequently by the Government during the currency of the contract on the gross amount payable to the Contractor will be recovered from all bills in terms of the Section 101(c) of the Income Tax Act 1964 as introduced through the Finance Act 1972 unless the exemption certificate issued by the Income Tax department is produced during the currency of the contract.
- 28.0 **DETERMINATION OF CONTRACT :**
- 28.1 **RIGHT TO RAILWAY TO DETERMINE CONTRACT :**
- During the execution of the work the Railway shall be entitled to determine and terminate the contract at any time should, in the Railway's opinion, the cessation of work become necessary owing to paucity of funds or from any other cause whatever, in which case the value of approved materials at site and the work done to date by the contractor will be paid for in full at the rates specified by the contract. Notice in writing from the Railway for such determination and the reason therein shall be conclusive evidence thereof.
- 28.2 **PAYMENT ON DETERMINATION OF CONTRACT :**
- Should the contract be determined under sub-clause 28.1 of this clause and the contractor claims payment for expenditure incurred by him in the expectation of completing the whole of the work, the Railway 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 necessity and propriety of such expenditure shall be final and conclusive.
- 28.3 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.
- 29.0 **REFUND OF SECURITY DEPOSIT :**
- 29.1 Para 12 of General Condition of Tender to be seen.
- 30.0 **RESCINDING OF CONTRACT :**
- 30.1 1. Determination of contract owing to default of contractor – (1) if the Contractor should
- (i) Becomes bankrupt or insolvent, or
 - (ii) Make an arrangement with or 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 purpose 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 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

- (x) Fail to take steps to employ competent or additional staff and labour as required under Clause 26 of the conditions, or
- (xi) 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 the conditions, or
- (xii) 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,
- (xiii) (A) At any time after the tender relating to the contract has been signed and submitted by the contractor, being a partnership firm admit as one of its partners or employ under it or being an incorporated company elect or nominate or allow to act as one of its directors or employ under it in any capacity whatsoever any retired engineer of the gazetted rank or any other retired gazetted officer working before his retirement, whether in the executive or administrative capacity, or whether holding any pensionable post or not, in the Engineering Department of the Railways for the time being owned and administered by the President of India before the expiry of two years from the date of retirement from the said service of such Engineer or Officer unless such Engineer or Officer has obtained permission from the President of India or any officer duly authorized by him in this behalf to become a partner or a director or to take employment under the contractor, as the case may be, or

(B) Fail to give at the time of submitting the said under :-
 - (a) The correct information as to the date of retirement of such retired engineer or retired officer from the said service, or as to whether any such retired engineer or retired officer was under the employment of the contractor at the time of submitting the said tender, or
 - (b) The correct information as to such engineers or officers obtaining permission to take employment under the contractor, or
 - (c) Being a partnership firm, the correct information as to, whether any of its partners was such a retired engineer or a retired officer, or
 - (d) Being an incorporated company, correct information as to whether any of its directors was such a retired engineer or a retired officer, or
 - (e) Being such a retired engineer or retired officer suppress and not disclose at the time of submitting the said tender the fact of his being such a retired engineer or a retired officer or make at the time of submitting the said tender a wrong statement in relation to his obtaining permission to take the contract or if the contractor be a partnership firm or an incorporated company to be a partner or director of such firm or company as the case may be or to seek employment under the contractor, and after expiry of 48 hours notice, a final termination notice (Proforma as Annexure V) should be issued.

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 III) in writing to that effect and if the Contractor does not within seven days after the delivery to him to 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 to the entire satisfaction of the Engineer, the Railway shall be entitled after giving 48 hours notice (Proforma at Annexure IV) in writing under the hand of the Engineer to rescind the contract as a whole or in part of parts (as may be specified in such notice).

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 there to 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) 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 out to have been executed and to retain and employ the same in the further execution of the works of 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.
- (c) The Engineer shall as soon as may be practicable after removal of the contractor fix and determined 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.

30.2 All notices should be addressed to the President of India through Dy Chief Signal & Telecommunication Engineer/IRPMU/Project, North Central Railway, Kanpur.

30.3 All disputes in respect of the contract lie within the jurisdiction of Hon'ble High Court, Allahabad .

31.0 **ARBITRATION :**

31.1 **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 General Manager and the General Manager 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 8, 18, 22(5), 39, 43(2), 45(a), 55, 55-A(5), 57, 57A, 61(1), 61(2) and 62(I to xiii) (b) of General Conditions of Contract or in any clause of the Special Conditions of the Contract shall be deemed as 'Excepted matters' (matter not arbitrable)and decision 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 arbitration clause.

31.2 Demand for Arbitration :

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 31.1 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.

31.3 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(s) or difference(s) 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.

- 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.
- b) The claimant shall submit his claim stating the facts supporting the claims alongwith all relevant documents and the relief or remedy sought against each claim within a period of 30 days from the date of appointment of Arbitral Tribunal.
- c) The Railway shall submit its defence statement and counter claims, if any, within a period of 60 days of receipt of copy of claims from Tribunal thereafter, unless otherwise extension has been granted by Tribunal.
- 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 HQ of the concerned Railway or any other place with the written consent of both the parties.

31.4 No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defence thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.

31.5 If the contractor (s) does/do not prefer his / their specific and final claims in writing, within a period of 180 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.

31.6 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.

- 31.7(a) (i) In cases where the total value of all claims in question added together does not exceed Rs.10,00,000/- (Rupees Ten Lakhs Only), the Arbitral Tribunal shall consist of a sole Arbitrator who shall be a Gazetted Officer of Railway J.A. Grade nominated by the General Manager in that behalf. 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.
- (ii) In cases not covered by clause 31.7(a)(i), The Arbitral Tribunal shall consist of a panel of three Gazetted Railway Officers not below J.A. Grade, as or two Railway gazetted officers not below JA grade and retired Railway officer, retired not below the rank of SAG officer the Arbitrators. For this purpose, the Railway will send a panel of more than 3 names of Gazetted Railway Officers of one or more departments of the Railway which may also include the name of retired Railway officers in panelled to work as Railway arbitrator to the contractor within sixty 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 thirty days from the date of despatch of the request by the 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 arbitrator tribunal within thirty days from the received of the names of contractor's nominee. While nominating the arbitrators it will be necessary to ensure that one of them is from accounts department. An Officer of selection grade of the accounts department shall be considered of equal status to the officers in SA Grade of other departments of the Railways for the purpose of appointment of arbitrators.
- (iii) If one or more of the Arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as Arbitrator, or vacate his/their office / Offices or is /are unable or unwilling to perform his function as arbitrator for any reason whatsoever or dies or in the opinion of the General Manager fails to act without undue delay, the 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 previous arbitrator (s).
- (iv) 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 arbitral tribunal should record the day to day proceedings. The proceeding shall normally be conducted on the basis of documents and written statement.
- (v) While appointing arbitrator (s) under sub clause (a)(i), (a)(ii), (a)(iii) 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. 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.

- 31.7(b) (i) The Arbitral award shall state item wise, the sum and reason upon which it is based. The analysis and reasons shall be detailed enough so that the award could be inferred there from.
- (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 tribunal within sixty days of receipt of the award .
- (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.
- 31.8 In case of the Tribunal, comprising of three member, any ruling or 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.
- 31.9 Where the, Arbitral award is for 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.
- 31.10 The cost of Arbitration shall be borne by the respective parties. The cost shall inter-alia include fees of the Arbitrator (s) as per the rates fixed by the Railway Board from time to time and the fees shall be borne equally by both the parties. Further, the fee payable to the arbitrator would be governed by the instruction issued on the subject by the Railway Board from time to time irrespective from the fact whether the arbitrator is/are appointed by the Railway administration or by the court of law unless specifically directed by Hon'ble court otherwise on the matter.
- 31.11 Subject to the provisions of the aforesaid Arbitration and Conciliation Act 1996 and the rules there under and any statutory modification thereof shall apply to the Arbitration proceedings under this clause.
- 32.0 **FORFEITURE OF SECURITY DEPOSIT :**
- 32.1 The security deposit shall, however, be liable to be forfeited wholly or in part in case of any breach by the contractor of any of the conditions of the contract or for non completion of full contract, without prejudice to the other rights and remedies of the Railway whether specifically provided or hereinafter or otherwise. **This is in addition to deliberations in this respect in para 12 of GCT.**
- 33.0 **RESPONSIBILITY FOR COMPLETENESS :**
- 33.1 Any fittings or accessories which may not be specifically mentioned in the specifications but which are usual or necessary, are to be provided by the Contractor without extra charge, and the equipment must be complete in all details.
- 33.2 In all cases where the contract provides for tests at site, the purchaser except where otherwise specified, shall provide, free of charge , such

labour, materials, fuels, stores, apparatus and instruments as may be requisite from time to time and as may reasonably be demanded, efficient to carry out such tests of the plant, materials or workmanship etc., in accordance with the contract.

33.3 In the case of contracts requiring electricity for the completion of the works and for test on site, such electricity, where available, may be supplied free to the Contractor at the voltage of the ordinary supply. However this is not binding on the Railway. The Contractor shall abide by the Indian Electricity Act as amended for time to time.

33.4 The bidder shall if required, without fail, indicate the total number of supervisors, skilled technicians and unskilled personnel to be provided by the Railway for installation. In case of schedule for supervision of installation and commission is provided, this information shall be taken into account for evaluation purposes.

34.0 **INDEMNITY :**

34.1 The contractor shall indemnify and save harmless the Railway from and against all actions suits, proceedings, losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the Railway by reason of any act of omission of the contractor, his agent or employees, in execution of the works in the 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 use of the Railway without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

35.0 **REPORTING OF ACCIDENTS TO LABOUR :**

35.1 The contractor shall be responsible for the safety of all employees employed by him directly or indirectly on the works and shall report serious accidents to any of them however and wherever occurring on the works to the Engineer's representative and shall make every arrangement to render all possible assistance.

36.0 **DETERMINATION OF CONTRACT OWING TO DEFAULT OF CONTRACTOR :**

36.1 **Shown in para-30 of GCC.**

37.0 **RIGHT OF RAILWAY AFTER DETERMINATION OF CONTRACT OWING TO DEFAULT OF CONTRACTOR :**

Shown in para-30 of GCC.

38.0 **CONTRACTOR TO MAKE GOOD THE DEFECTIVE EQUIPMENT:**

38.1 If the completed equipment or any portion thereof, before it is taken over, be found to be defective or the contractor otherwise fails to fulfil the requirements of the contract and / or its purpose, the Railway shall give the contractor notice, setting for the particulars of such defects or failure and the contractor shall forthwith make the defects good or alter the same to make it comply satisfactorily with the said requirements. Should the contractor fail to do so within a reasonable time after the service of the said notice upon him, the Railway may reject and replace the whole or part of such defective equipment as the case may be at the cost of the

contractor, such replacements shall be carried out by or at the instance of Railway within a reasonable time and as far as reasonably practicable, to the same specification and under competitive conditions. The contractor's full liability under this clause shall be satisfied by the payment to the Railway of the extra total cost, if any, of such replacement delivered and erected as provided in the original contract, such extra cost being the ascertained difference between the cost of equipment purchased and replaced by the Railway under the provision mentioned above for such replacement and contract price for the plant so replaced, plus the sum, if any paid by the Railway to the contractor in respect of such defective equipment. Should the Railway not so replace the rejected equipment within a reasonable time, the contractor's liability under this clause shall be satisfied by the repayment by the contractor of all money paid by the Railway to him in respect of such rejected equipment.

39.0 SUPERVISION OF ERECTION/MAINTENANCE & CHARGE THEREOF :

39.1 Where supervision of erection/testing/commissioning is a scheduled item of the contract, the contractor shall depute his competent erection engineer to supervise all works of the installation and who shall be responsible for testing and final commissioning of the installation to the entire satisfaction of the Railway.

39.2 Where supervision of maintenance after commissioning of the installation (for a specified period solely at the discretion of the Railway) is a schedule item of the contract, the contractor shall depute his competent Engineer who shall supervise the maintenance of the entire installation for the specified period, solely at the discretion of the Railway from the date of commissioning of the installation. During this period, he shall rectify all defect that may arise in the work executed due to bad workmanship on the part of the contractor or otherwise, defect in the equipment or due to any other reason and shall repair the defect or replace the defective equipment at the cost of contractor. The Railway Engineer's decision in this regard is final and binding on the contractor.

39.3 Charges quoted in the schedule /s and accepted on account of supervision of erection/maintenance done during the month or part thereof shall be claimed after expiry of the concerned calendar month on production of a certificate from the Railway.

40.0 SUPPLY OF RAILWAY MATERIALS FROM RAILWAY GODOWNS :

40.1 List of materials to be supplied by the Railway for this Tender is at Annexure -'R'.

40.2 Stores will be supplied by the Railway at Sr.SE(Sig)/Kanpur store depot at Kanpur. The quantity required would be determined by the Railway according to the quantum of work to be done. The contractor shall be responsible for checking before taking delivery that all materials given to him are in good conditions. The receipt of the materials shall be acknowledged by the contractor or his authorised representative, mentioning details of materials and their quantity as per proforma at Annexure- 'N'. The contractor shall make his own arrangements for transportation of these materials to the work site and guarding thereof till the works are completed and acceptance letter issued by the Railway. The left out/unused materials if any, shall be returned to Railway Depot by the contractor for which no extra charges shall be paid by the Railway.

40.3 The Contractor shall be liable to render full account of all the materials issued to by the Railway. If any quantity of Railway materials consumed excess or wasted or damaged or lost or otherwise not satisfactorily accounted for, necessary recovery shall be made from him at the prevalent market rate plus Railway freight, handling, loading, supervision and incidental charges at rates fixed by the Railway Administration. Overhead charges, as deemed fit by the Railway, will be added in addition.

40.4 The contractor shall return all the excess or unused materials supplied to him by the Railway including cement bags, empty cable drum, wooden crates, other packing materials used or all released materials to the authorised Railway representative at stores godown from where the materials were drawn by the contractor. If the contractor fails to return any excess unused Railway material, the cost thereof shall be recovered from him as per the extent rules and their on-account Bill/final Bill will not be passed without the receipt of the excess materials by the consignee concerned.

41.0 **RESPONSIBILITY FOR COMMISSIONING :**

41.1 Until the contract works have been provisionally accepted by the Railway, the contractor shall be entirely responsible for the works, whether under construction, during the tests or in use of the Railway's service in respect of preservation, guarding, safe running of trains and maintenance. The contractor shall keep attendants constantly on the sites during the period until Railway's provisional acceptance.

42.0 **NIGHT WORK :**

42.1 If the Railway is however, satisfied that the work is not likely to be completed in time except by resorting to night work, by special order, the contractor would be required to carry out the work even at night, without conferring any right on the contractor for claiming compensation.

43.0 **VARIATION IN QUANTITIES :**

The procedure detailed below shall be adopted for dealing with variations in quantities during execution of works contracts.

- 1 Individual NS items in contracts shall be operated with variation of plus or minus 25% and payment would be made as per the agreement rate. For this, no finance concurrence would be required.
- .2 In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, the same shall be got executed by floating a fresh tender. If floating a fresh tender for operating that item is considered not practicable, quantity of that item may be operated in excess of 125% of the agreement quantity subject to the following conditions.
 - (a) Operation of an item by more than 125% of the agreement quantity needs the approval of an officer of the rank not less than S.A. Grade.
 - (i) Quantities operated in excess of 125% but up to 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender;
 - (ii) Quantities operated in excess of 140% but up to 150% of the agreement quantity of the concerned item shall be paid at 95% of the rate awarded for that item in that particular tender;

- (iii) Variation in quantities of individual items beyond 150% will be prohibited and would be permitted only in exceptional unavoidable circumstances with the concurrence of associate finance and shall be paid at 96% of the rate awarded for that item in that particular tender.
 - (b) The variation in quantities as per the above formula will apply only to the individual items of the contract and not on the overall contract value.
 - (c) Execution of quantities beyond 150% of the overall agreement value should not be permitted and, if found necessary, should be only through fresh tender or by negotiating with existing contractor, with prior personal concurrence of FA & CAO/ FA & CAO (C) and approval of General Manager.
- .3 In case where decrease is involved during execution of contract.
- (a) The contract signing authority can decrease the items up to 25% of individual item without finance concurrence.
 - (b) For decrease beyond 25% for individual items or 25% of contract agreement value, the approval of an officer not less than rank of S.A. Grade may be taken after obtaining 'No Claim Certificate' from the contractor and with finance concurrence, giving detailed reasons for each such decrease in the quantities.
 - (c) It should be certified that the work proposed to be reduced will not be required in the same work.
- .4 The limit for varying quantities for minor value items shall be 100% for against 25% prescribed for other items. A minor value item for this purpose is defined as an item whose original agreement value is less than 1% of the total original agreement value.
- .5 No such quantity variation limit shall apply for foundation items.
- .6 As far as SOR items are concerned, the limit of 25% would apply to the value of SOR schedule as a whole and not an individual SOR items. However, in case of NS items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate on individual item rate).
- .7 For the tenders accepted at Zonal Railways level, variation in the quantities will be approved by the authority in whose powers revised value of the agreement lies.
- .8 For tenders accepted by General Manager, variations up to 125% of the original agreement value may be accepted by General Manager.
- .9 For tenders accepted by Board Members and Railway Ministers, variations up to 110% of the original agreement value may be accepted by General Manager.
- .10 The aspect of vitiation of tender with respect to variation in quantities should be checked and avoided. In case of vitiation of the tender (both for increase as well as decrease of value of contract agreement), sanction of the competent authority as per single tender should be obtained.

44.0 EXECUTION OF NON-SCHEDULED ITEMS OR VARIATION OF QUANTITIES OF THE SCHEDULES BEYOND 25%

As above..

45.0 INSPECTION OF MATERIALS :

- 45.1 All equipment, materials, fittings and components will be subject to inspection by the purchaser or his representative at the manufacturer's factory before despatch and no materials shall be despatched from the

manufacturer's factory until these are inspected and/or approved. The materials may also be inspected by the purchaser or his representative again at the contractor's depot. The purchaser or his representative shall have the right to be present during all stages of manufacture, and shall be afforded, free of charge all reasonable facilities for inspection and testing so as to satisfy himself that the materials are in accordance with specifications, approved drawing and designs. Any unreasonable delay in inspection will be reasonable ground for extension of time for completion of the work.

- 45.2 Materials to IRS/RDSO design or specification and ITD/TEC specification shall be inspected by RDSO before they are finally used in works. Materials other than this should be inspected by purchaser's Engineer or his representative at factory / site.
- 45.3 All materials that are not covered under the specification, designs and drawings of RDSO/TEC etc. shall be procured from the reputed manufacturers or their authorised dealers. Such materials are to be approved by Engineer. The Contractor may be required to produce test certificate from the manufacturer wherever called for by the Engineer.
- 45.4 During the execution of the contract, samples may be taken from all the materials employed for the purpose of test and/or analysis under the conditions laid down in specification; such samples to be prepared for testing and forwarded to the testing entity shall be free of all costs to the Railway.
- 45.5 The decision of the purchaser or his successor shall be final in respect of acceptability or otherwise of any material, equipment etc. required for the work.
- 45.6 In case any material be found not according to the standard specifications after delivery at site, the contractor shall immediately remove such materials within 48 hours from Railway premises at his own cost.

46.0 **INSPECTION OF WORKS :**

- 46.1 The Engineer or his representative may inspect and test the various portions of the work at all stages and shall have full power to reject all or any portion of the work that he may consider to be defective or inferior in quality of materials workmanship or design in comparison to what is called for in the specification. In the event of rejection of any work already executed and not in accordance with specification as in this tender and/or as determined by the Engineer or which the Contractor has been apprised, the Contractor shall carry out alterations/replacements to such works to the satisfaction of the Engineer for which no additional expenses will be borne by the Railway.
- 46.2 The Contractor shall carry out tests at his own expenses as are necessary in the opinion of the Engineer to determine that the contract is being complied with and that the contractor is entitled to payment in respect thereof. Any Tools/any other materials / Plants/ Manpower required for such tests shall be arranged by the Contractor.
- 46.3 Even if the Engineer's Representative remained associated or supervised the progress of works at various stages, a joint inspection, for each item of works, by Engineer's Representative and Contractor's representative will be carried out to check that the work has been done as per specification and measurement taken accordingly.

- 46.4 Before casting of foundation, if any, the contractor's representative and the Engineer's representative shall jointly inspect the quality and depth of pits, quality of bricks, concrete mix etc. and ensure compliance with the Drawings and specification.
- 46.5 Before the cables are actually laid contractor's representative and the Engineer's representative shall jointly inspect the quality and depth of trenches, chases, quality of bricks and arrangements for tamped filling. The measurements of length for all these items will be suitably recorded by the Engineer's representative who will permit the laying of cables after issuing the certificates in Annexure-'I' enclosed that the above works have been done as required by the Specifications.
- 46.6 The Contractor shall advise the Railway Ten (10) days in advance of the time when his portion of the works will be completed by him in a progressive manner on the section and be ready for inspection. The Railway will make the test soon after the advice is received from the Contractor.

47.0 MEASUREMENT :

- 47.1 The measurement of quantities for the purpose of payment to the Contractor shall be undertaken jointly by the representative of the Engineer and the contractor in the course of and /or on completion of all works included in Annexure - 'Z' (Schedule/s) item wise to the satisfaction of Railway Engineer.
- 47.2 The measurement of quantities shall be made only after ensuring conformity with specifications and various clauses of the supplement "Technical Specification".

48.0 WARRANTY :

- 48.1 The work done and executed by the Contractor shall be guaranteed against defects and to conform to parameters in the technical specifications for a period of 12 months from the date of issue of completion certificate as stated in clause 48 of General Conditions of Contract 1969 for the North Central Railway Engineering Department with up to date modifications or 18 months from the date of supply of the last vital/main equipment in the contract, whichever is later. However for the items involving only supply the warranty shall be for 18 months from the date of supply even if the order is split separately into supply and execution portions for benefit of the Railway.
- 48.2 During the period of warranty the Contractor shall remain responsible to arrange replacement and for setting at his own cost any equipment installed by him which is of a defective manufacture or design or workmanship or becomes unworkable due to any cause whatsoever. The decision of the Railway in this regard to direct the Contractor to attend to any damage or defect or defect in work or arrange replacement of any part thereof shall be final and binding on the Contractor.
- 48.3 During the period of warranty, the contractor shall be responsible to the extent expressed in this clause for any defects that may develop under the conditions provided for by the contract and under proper use, arising from faulty materials, design of workmanship in the plant, or from faulty execution of the plant by the contractor but not otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect the portion is faulty.

- 48.4 If it becomes necessary for the contractor to replace or renew any defective portions of the system under this clause the provisions of this clause shall apply to the portions of the plant to be replaced or renewed until the expiration of six months from the date of such replacement or renewal or until the end of the warranty period whichever may be later. If any defect is not remedied within reasonable time, the purchaser may proceed to do the work at contractor's risk and expenses, but without prejudice to any other rights which the purchaser may have against the contractor in respect of such defects.
- 48.5 If the replacement or renewal are of such a character as may affect the efficiency of the system the purchaser shall have the right to give to the contractor within one month from such replacement or renewal notice in writing for the tests to be carried out. The cost of all such tests shall be borne by the contractor.
- 48.6 All inspections, adjustments, replacements or renewals carried out by the contractor during the supervised maintenance period shall be governed by the provisions of this contract.
- 48.7 Until the final certificate shall have been issued, the contractor shall have the right of entry, at his own risk and expense, by himself or his duly authorised representatives, whose names shall have previously been communicated in writing to the purchaser at all reasonable working hours upon all necessary parts of the works for the purpose of inspecting the working and the records of the system and taking notes therefrom and, if he desires at his own risk and expense, making any tests subject to the approval of the purchaser which shall not be unreasonably withheld.
- 49.0 **RELEASE OF RETENTION MONEY**
- i) **Supply Items** –Retention money of 10% against supply rate will be released as follows on commissioning of a section of work and on issue of completion certificate for the section by the authorised Railway official / representative. For payment purposes, forwarding letter / proposal should come from Dy:CSTE, in-charge of the project duly mentioning the name of the section commissioned.
 - (a) 5% will be released without Bank Guarantee.
 - (b) 5% will be released against equivalent amount of Bank Guarantee.
 - ii) **Installation/Supply and Installation** – Retention money of 15% against the supply & installation or installation rate will be released against equivalent amount of Bank Guarantee on commissioning of a section of work and on issue of the completion certificate for the section by the authorised Railway official / representative. For payment purposes, forwarding letter / proposal should come from Dy:CSTE, in-charge of the project duly mentioning the name of the section commissioned.
 - iii) **Final release of balance retention money** – Shall be paid on completion of the installation & commissioning of the last station / section and on issue of the completion certificate by the authorised Railway official / representative on submission of Final Bill in Railway

Format along with Measurement Book duly measured by site supervisor.

- iv) For items involving only supply such as test and measuring instruments, tools and plants, spares, accessories if any etc which do not have any installation element, 100% shall be paid on receipt of the same in the stores against the documents given at (a) , (b), (c), (d), and (e) of para 24.1 above.(Payment Terms).

51. PROCEDURE FOR FINALISING OF “RISK & COST TENDER”.

51.1 The failed contractor should be notified about the “Risk & Cost” tender and in case he applies for the “Risk & Cost” tender, the tender form shall be issued to him.

51.2 In case, the failed contractor participates in the “Risk & Cost” tender, his offer may be considered on merit based on his capacity, credentials and financial status as obtaining at the time of finalising such a tender to do the balance work.

51.3 If the tender committee considers the offer of the failed contractor as the lowest acceptable offer on the basis of criteria indicated in para 51.2 above, then he may be awarded the work subject to the following conditions

He should furnish a Performance Guarantee at 10% of the contract value before the agreement is executed.

The Security Deposit shall be recovered only from the running bills and no Bank Guarantee in lieu of Security Deposit can be accepted.

In case, he fails to execute the work for the 2nd time, the Performance Guarantee would be encashed and he would be debarred from participating in the subsequent tender for completing the balance work

Section – II

Chapter – 1

SPECIAL CONDITIONS OF CONTRACT

SPECIAL CONDITIONS OF CONTRACT

<u>PARA NO.</u>	<u>DESCRIPTION</u>
1.0	GENERAL
2.0	SCOPE OF THE WORK
3.0	SPECIFICATIONS AND DRAWINGS
4.0	CONTRACTOR'S DRAWINGS
5.0	EQUIPMENT AND SERVICES TO BE OFFERED
6.0	TIME SCHEDULE
7.0	VARIATIONS
8.0	WORK PERFORMANCE GUARANTEE
9.0	RATES TO INCLUDE ALL TAXES
10.0	EXECUTION AT SITE
11.0	COMPLIANCE TO PROVISIONS OF APPRENTICES ACT, 1961
12.0	OMISSIONS AND DISCREPANCIES & CLARIFICATION
13.0	PROCUREMENT OF SUPPLY ITEMS
14.0	EMPLOYMENT IN GOVT. SERVICE
15.0	RESPONSIBILITY FOR CONTRACTOR'S MATERIAL
16.0	SITE CLEARANCE
17.0	CONSIGNEE
18.0	PATENTS
19.0	SPARES
20.0	TEST & MEASURING INSTRUMENTS, SPECIAL TOOLS AND INSTALLATION MATERIAL
21.0	SOFTWARE
22.0	SUPPLY OF TECHNICAL LITERATURES, DOCUMENTATION, DRAWINGS & COMPLETION PLANS ETC.
23.0	PROGRESS REPORTING :
24.0	MAINTENANCE OF WORKS :
25.0	TRAINING

SPECIAL CONDITIONS OF CONTRACT

1.0 GENERAL :

The following Special Conditions shall apply to contracts for supply of plant and machinery and manufactured equipment and for services in connection with Transportation, Installation, Commissioning. But where they differ from the General Conditions of Contract the Special Conditions shall over-ride the General Conditions of Contract.

- 1.1 The Tenderer's attention is drawn to the fact that major deviations to any clause shall not be permissible.

2.0 SCOPE OF THE WORK :

- 2.1 As given in Annexure - 'R'

3.0 SPECIFICATIONS AND DRAWINGS :

- 3.1 Specifications, drawings, requisites and requirements referred to in the body of these specification form an essential part thereof. The drawings and specifications referred to in this tender where not included can be obtained, from the sources as indicated in Annexure - 'O'.
- 3.2 After the contract is awarded, the Railway shall furnish to the contractor free of charge, a reasonable number of prints of Railway's approved Drawings that form an essential part of this specification.

4.0 CONTRACTOR'S DRAWINGS :

- 4.1 The tenderer shall furnish with his proposal :

1) Drawings as well as full details of the equipment he proposes to supply which are not covered by the Railway.

2) Two copies of typical circuit diagrams with a write up that the tenderer proposes to adopt, in English or as per practice already accepted on North Central Railway in similar contracts.

3) Two copies of each of the drawings showing construction particulars, power connections and an outline of the power supply requirements with the distribution scheme together with explanatory notes, in English.

4) Two copies of cable requirement chart / figures along with it's basis. Cable shall be calculated with additional length required to be provided at joints, crossings etc. as per technical specification.

- 4.2 Contractor shall be solely responsible for ensuring that the end requirements are incorporated in all designs and drawings furnished by him. Although the drawing, designs may have been approved by the Railway, it shall be the responsibility of the contractor to ensure the end requirement of the system.
- 4.3 Any work done by the contractor prior to the approval of the contractor's drawings will be done at the contractor's risk, unless previously authorised specifically in writing in each individual case by an authorised representative of the Railway.

- 4.4 No change shall be made in any approved drawing without the written consent of the Railway.
- 4.5 For the approval of the Railway the contractor shall furnish to the Railway corrected tracings of the drawings furnished by him along with six copies each of such corrected drawings.
- 4.6 After the completion of the work the following drawings, in addition to the other drawing mentioned elsewhere, should be supplied to the Railways in six copies duly laminated.
- i) System Design which will include detailed Technical Literature of Equipment, Components & Parts thereof. Users & Maintenance Guide/Manual.
 - ii) Wiring Diagram of Equipment/Components/Modules/Parts.
- 4.7 Wiring Diagrams and other Plans shall be uniform in size and the size shall be preferably to an overall Dimension of A3/A2 Size.
- 4.8 If the Contractor shall have any doubt as to the meaning of any portion of the conditions of the specifications, drawings or plans, he shall (before submitting the tender) set forth the particulars thereof and submit them to the PURCHASER in writing, in order that any such doubt may be removed.
- 4.9 The Contractor shall be responsible for and shall pay for any alterations of the works due to any discrepancies, errors or omissions in the drawings or other particulars, whether they have been approved by the PURCHASER or not, provided that such discrepancies, errors or omissions are not due to inaccurate information or particulars furnished to the Contractor on behalf of the PURCHASER. If any dimensions figured upon a drawing or plan differ from those obtained by scaling the drawing or plan, the dimensions as figured upon the drawing or plan shall be taken as correct.
- 4.10 After completion of the work the contractor should arrange and submit detailed completion drawings specified in para 4.1, 4.5 & 4.6 above as approved by Railways in 1 + 6 laminated copies including polyester sheet as original.

5.0 EQUIPMENT AND SERVICES TO BE OFFERED :

- 5.1 In order to enable the Signalling / Telecommunication system to be brought into position the equipment for the entire system as in this tender are required to be provided by the TENDERER as per the Rate Schedule at Annexure - Z. The detailed scope of the work is as per the schedule at Annexure - Z (Schedule/s).

In case in the specifications, brand names/model no. of a single manufacturer have been given, equivalent models from other reputed and standard sources are also acceptable if already in use in the S&T department of Indian Railways for similar purposes except where specifically a particular uniform make/brand has been given for convenience of maintenance. Full technical details and pamphlets are required to be furnished along with the comparative technical features in juxtapositions to prove the technical equivalence. This shall be submitted without fail along with the offer, as also documentary proof that the equivalent item being quoted is satisfactorily in use. Where the brand names of 2 or 3 manufacturers have been given, the offer shall be from amongst one of those given in the specifications. Where batteries, battery chargers, Voltage Stabilisers, wiring materials, cables etc. have been included in the tender of

various capacities, such items of different capacities shall be from only one source/manufacture unless specifically permitted in the tender otherwise. This is to ensure uniformity in maintenance, to facilitate procurement of spares and for training of technicians, and for keeping record of failures of equipment of each manufacturer during the life of the assets. This clause is mandatory.

5.2 The complete circuit diagram, instruction manual, Maintenance manual of all the Electrical equipment and accessories such as Power Supply Panel, Battery chargers, UPS,DG set, Voltage Stabilisers etc. as applicable for execution of the project shall accompany the offer.

5.3 The TENDERER are required to quote for all the items in Annexure - Z (Schedule/s). It must however be understood that the items in any package within the scope of work will not be split except at the convenience of the Railway and TENDERER will have to quote for all the items and for a definite delivery period for supply, wiring execution etc. for all the items as applicable. This is an essential condition and there shall be no deviation in this regard.

6.0 **TIME SCHEDULE :**

6.1 The item for completion of the entire work is of utmost importance. The complete system at all stations is required to be fully operational within specified months (as per para 4 of Instruction to Tender) from the date of issue of letter of acceptance. Tenderer is required to provide adequate detail of the activities involved, to substantiate their claim of being able to meet the above dead line for handing over the system to the Railways for regular operational use.

6.2 Time is essence of the Contract and the time schedule given in Annexure - 'R' shall be the basis for contract administration except due to Force Majeure Clause.

6.3 The contract covered by this Tender shall be deemed to commence from the date of issue of Letter of Acceptance.

6.4 The tenderer must submit a BAR CHART in their tender offer indicating the time period by which the supply of materials will be completed. The tenderer also shall indicate in their BAR CHART, the completion period of various activities like cable laying, location hut erection, relay rack fixing, relay fixing, panel fixing and wiring, testing & commissioning.

6.5 The Tenderer should indicate clearly the inputs required to be made from Railways side to satisfy the completion schedule.

6.6 To execute a large project of this nature within the specified time schedule, it will be necessary to prepare a comprehensive implementation plan to describe the construction programme sub-divided into logical work packages. Based on the important milestones indicated in para - 6.4. the contractor shall prepare a project planning and control network on the basis of detailed task analysis and critical review of all activities, inter - dependencies, time duration, significant interfaces and restraints on human and financial resources.

6.7 The tenderer should indicate the details of total technical staff under their employment (category wise) and also the details of technical staff proposed to be deployed by them for the subject work.

6.8 The delivery of Stores required for the project may be regulated at the discretion of Railway in accordance with the requirements and Targets of Railways.

6.9 The tenderer shall indicate the period in months within which he would complete the work in the offer of tender assuming that the Letter of Acceptance of the tender is issued to him in month of zero.

7.0 VARIATIONS :

7.1 No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as "Variations") under the contract as shown by the drawings of the specifications shall be made by the Contractor except as directed in writing by the Engineer, but the Engineer shall have full power, subject to the proviso hereinafter contained, from time to time, during the execution of the contract, by notice in writing to instruct the contractor to make such variations without prejudice to the contract, and the contractor shall carry out such variations and be bound by the same conditions, so far as applicable, as though the said variations occurred in the specifications. If any suggested variation would, in the opinion of the Contractor, if carried out, prevent him from fulfilling any of his obligations or guarantees under the contract, he shall notify the Engineer thereof in writing and the Inspector shall decide forthwith, whether or not they shall be carried out. If the Engineer confirms his instructions, the Contractor's obligations and guarantees shall be modified to such an extent as may, in the opinion of the Engineer, be justified. The difference of cost, if any, occasioned by any such variations shall be added to or deducted from the contract price as the case may require. The amount of such difference, if any, shall be ascertained as determined in accordance with the rates specified in the schedules of prices, so far as the same may be applicable, and where the rates are not contained in the said schedules or not applicable they shall be settled by the PURCHASER and Contractor jointly. But the PURCHASER shall not become liable for the payment of any such variations unless the instructions for the performance of the same have been given in writing by the Engineer.

7.2 The modifications to the terminology used in General Conditions of Contract 1969 for the North Central Railway Engineering Department with upto date modifications applicable in S & T contracts is at Annexure-'M'. In the event of the Engineer requiring any variations, such reasonable and proper notice shall be given to the Contractor, as will enable him to make his arrangements accordingly, and in case where goods or materials are already prepared, or any designs, drawings, or patterns made or work done is required to be altered, a reasonable sum in respect thereof shall be allowed by the PURSHASER, provided that no such variations shall, except with the consent in writing of the Contractor, be such as will involve an increase or decrease in the total price payable under the contract by more than 10 per cent thereof.

7.3 In any case, in which the contractor has received instructions from the Engineer for carrying out the work which either then or later, will in the opinion of Contractor, involve a claim for additional payment, the Contractor shall, as soon as reasonably possible, after receipt of the instructions aforesaid, advise the Engineer to that effect.

8.0 WORK PERFORMANCE GUARANTEE :

8.1 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 30 (Thirty) days from the date of issue of letter of Acceptance (LOA). Extension of time for submission of PG beyond 30 (thirty) 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 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31st day after the date of issue of LOA. In case the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work
- (b) The successful bidder shall submit a Performance Guarantee (PG) in the form of an irrevocable bank guarantee amounting to 5% of the contract value in any of the following forms:-
- i. A deposit of Cash.
 - ii. Irrevocable Bank Guarantee.
 - iii. Government Securities including state Loan Bonds at 5 percent below the market value.
 - iv. Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds, These forms of Performance Guarantee could be either of the State Bank of India or of any of the Nationalized Banks;
 - v. Guarantee Bonds executed or Deposits Receipts tendered by all scheduled Banks.
 - vi. A deposit in the Post Office saving Bank.
 - vii. A Deposit in the National Saving Certificates;
 - viii. Twelve years National Defense certificates;
 - ix. Ten years Defense deposits;
 - x. National Defense Bonds.
 - xi. Unit Trust certificates at 5 percent below market value or at the face value whichever is less.

NOTE:-Also FDR in favour of Dy FA&CAO/IRPMU/NDLS, (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 agreement. The PG shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the contractor shall get the validity of Performance guarantee extended to cover such extended time for completion of work plus 60 days.
- (d) The value of PG to be submitted by the contractor will not change for variation upto 25% (either increase or decrease). In case during the course or execution, value of the contract increases by more than 25% of the original contract value, an additional performance Guarantee amounting to 5% (Five percent) for the excess value over the original contract value shall be deposited by the contractor
- (e) The Performance Guarantee (PG) shall be released after the physical completion of the work based on the 'Completion Certificate' issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily. The security deposit, however, shall be released only after the expiry of the maintenance period and after passing the final bill based on 'No Claim Certificate' from the contractor.
- (f) Wherever the contracts are rescinded, the security deposit should be forfeited and the Performance Guarantee shall be encashed. The balance work shall be got done independently without risk and 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 either in his/her individual capacity or as a partner of any other J.V./partnership firm,
- (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 the notice to this effect by Engineer.
 - iii) The contract being determined or rescinded under provision of the GCC the Performance Guarantee shall be forfeited in full and shall be absolutely at the deposit of the President of India.

9.0 RATES TO INCLUDE ALL TAXES :

- 9.1 The work being nearly on a turnkey basis, evaluation shall be done on the basis of the supply and execution portions taken together even though the Railway reserves the option to supply some of the items as mentioned in Annexure - 'R'. Accordingly, the contractor shall not be entitled normally to get any Works contract Sale Tax from the Railway Administration for the supply of materials. However in case any taxes/duties are extra, the exact rate and firm applicability and any certificates / forms if any to be given by the Railway will have to be specified in respect of the various items as per Annexure 'Z' (Schedule/s).

9.2 Sales Tax on Works :

The tenderer should be well conversant with the Sales Tax regulations enacted by the concerned State Govt. where the works are located. In case Sales Tax is payable to works contract also, the Tenderer should take into account the same at the time of quoting the tender and shall specify the rate at which it is included in his offer without fail. The tenderer is liable for the default of such payments and hold the Railway Administration free from all such responsibilities/obligations and pay the Sales Tax amount directly to the concerned State Govt. commercial officer. In case if any notice is received from the concerned State Govt. for non payment of Sales Tax against the tenderer during the currency of the contract the same will be deducted from the 'ON ACCOUNT BILLS/ Final Bill' without any intimation unless the tenderer submits clearance certificate from the concerned commercial Tax Officers of States concerned for non deduction of the same for the payments due from Railways. An undertaking to the effect that, in case works contract Sales Tax is applicable the same shall be paid by the tenderer and no claim shall be made on the purchaser, shall be submitted without fail.

10.0 EXECUTION AT SITE :

- 10.1 The Contractor shall abide by all the Railway rules relating to safety of personnel and Railway operation.
- 10.2 The Contractor shall not do any work that may interfere with traffic until protection has been provided by the Railway.
- 10.3 The Railway will promptly arrange to protect traffic upon request of the Contractor, when required.

- 10.4 The contractor shall ensure that his technical Engineer/Supervisor is always available at the site of work during the execution period till commissioning and during the period of the maintenance supervision to ensure that no time is lost in correspondence. Any written orders or instructions which the Railway Engineers may give to such representative of the contractor shall be deemed to have been duly given or communicated to the contractor.
- 10.5 In respect of important items of work the contractor's representative should be present at site at least for the execution and supervision of Maintenance period (if applicable) and under his supervision the installation of the work & Tests should be completed in all respects to the satisfaction of Railway officials concerned.
- 10.6 The cable laying, if included in the schedule shall be as per Annexure-'P' & 'Q' wherever applicable.
- 10.7 Before proceeding to execute any work, the contractor shall obtain from the Railway's Engineer or his authorised representative, approval in writing in the manner in which the contractor proposes to execute each portion of the work.
- 11.0 **COMPLIANCE TO PROVISIONS OF APPRENTICES ACT, 1961 :**
- 11.1 The contractor shall be responsible to ensure compliance with the provisions of the Apprentices Act, 1961 as modified up to date and the Rules & Orders issued there under 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.
- 11.2 If the contractor directly or through petty contractor or sub-contractors fail to do so, his failure will be a breach of contract and the Railway may in its discretion rescind the contract. The contractor shall also be liable for any liability arising on account of any violation of the provisions of the Act.
- 12.0 **OMISSIONS AND DISCREPANCIES & CLARIFICATION :**
- 12.1 Should a tenderer find discrepancies in, or omission from the drawings or any of Tender papers / specifications/ or he has any doubt to their meanings, he should at once notify the Dy Chief Signal & Telecom. Engineer/IRPMU/Project, North Central Railway who may send a written instruction to all tenderer. It shall be understood that every endeavour has been made to avoid any error which can materially affect the basis of the tender and the 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.
- 12.2 Any clarifications required may be obtained from the Dy Chief Signal & Telecom Engineer/IRPMU/Project, North Central Railway, until one working day before the last day of closing of tender.
- 13.0 **PROCUREMENT OF SUPPLY ITEMS :**
- 13.1 All items supplied to Railway should be procured from the list of firms approved by R.D.S.O. wherever such a list exists. Inspection certificates of R.D.S.O. wherever applicable must accompany along with these items. All such items should be procured by the tenderer from the list of RDSO approved Manufacturers or their Distributors with inspections to be done at the premises of the original manufacturer.

- 13.2 In case if any supply item is not in the list of R.D.S.O. approved firms, prior approval of DyC.S.T.E., North Central Railway for procurement of such items from other sources are necessary. In case I.R.S. specification are not available for any items, the materials should conform to Bureau of Standard Institution (Latest) (i.e. I.S.I) where-ever the specifications are available ; otherwise the prior approval of these items specifications by DyC.S.T.E., North Central Railway is necessary.
- 13.3 The Contractor shall be held responsible for the execution of the works according to the time schedule given above in full compliance of the specifications and the various clauses of Technical Specifications, Instructions and drawings. Failure to comply with any of these will be dealt with as per provision laid down in the General Condition of Contract and Instructions for tenderer of the Engineering Department of North Central Railway.
- 13.4 It should be clearly understood that it is entirely contractor's responsibility and liability to find, procure and use machineries, tools, plants and their spare parts that are required for efficient and methodical execution of work. Delay in procurement of such items due to non availability or import difficulties or any other causes what so ever will not be taken as an excuse for slow and non performance of work.
- 13.5 All materials in the tender documents shall be supplied by the contractor at site. These shall include the materials in addition to any other minor items such as bolts, nuts, brackets, support materials which may be considered necessary for execution of the work according to the specifications.
- 13.6 All instruments required, for testing shall be arranged by the contractor and shall remain his property.
- 14.0 **EMPLOYMENT IN GOVT. SERVICE :**
- 14.1 Should the Tenderer have a relative or relatives in the name of a firm or company or contractor, one or more of the shareholders or relative of the shareholders are employed in gazetted capacity in the Signal & Telecommunication Department of any of the Railways, the authority inviting the tender shall be advised to this effect at the time of submission of the tender failing which the tender is liable to be disqualified. If such a fact subsequently comes to light, the Contract will be rescinded in accordance with the provisions in the General Conditions of Contract 1969 for the North Central Railway Engineering Department with upto date modifications.
- 14.2 Should a tenderer 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 any of the Engineering Departments of any of the Railways owned and administrated by the President of India for the time being, or should a tenderer being partnership firm have one of the partners a retired engineer or a retired gazetted officer as aforesaid, or should a tenderer being an incorporated company have any such retired engineer or retired officer as one of its Directors, or should a tenderer have in his employment any retired engineer or retired gazetted officer as aforesaid, the full information as the date of retirement of such engineer or gazetted officer from the said service and in cases where such engineer or officer had not retired from Government Service at least two years prior to the date of submission of the tender as to whether permission for undertaking such contracts, join his contractor in a partnership firm or any incorporated company, to become a Partner or Director as the case may be, or to take employment under the contractor has been obtained

by the tenderer or the engineer or the officer as the case may be, from the President of India or any officer duly authorised by him on his behalf shall be clearly stated in writing at the time of submitting the tender. Tenders without the information referred to above or a statement to the effect that no such retired engineer/or retired gazetted officer is so associated with the tender, as the case may be, is liable to be rejected.

15.0 RESPONSIBILITY FOR CONTRACTOR'S MATERIAL :

15.1 The Railway Administration will not be responsible for loss or damage to the Contractor's materials, equipment, tools & plants due to floods, thefts or any other cause or causes whatsoever.

15.2 The contractor shall be held responsible for any damage to Railway property like telephone lines, cables which may be caused by any of his action in connection with or in the execution of the work.

15.3 CLAIMS :

15.3.1 The contractor will indemnify the Railways from all claims made in respect of loss or injury suffered by the contractor's representatives at site.

16.0 SITE CLEARANCE :

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

17.0 CONSIGNEE :

17.1 The contractor should consign, if need be, all the materials to 'Self' to the nearest stations where materials can be booked for stacking before erection. For such items, as admit part payment on receipt by the Railway, the materials can be booked to Sr.SE(Sig)/Kanpur store depot at Kanpur where from the materials shall be handed over to the contractor for installation . However all handling charges for each such items shall be borne by the contractor.

18.0 PATENTS :

18.1 The tenderer is prevented from using any patented detailed drawings, process or patents without the previous consent of the owner of such patent etc. The tenderer for the use of such patented drawings, process should bear the royalties payable to the patents.

18.2 The tenderer is also required to indemnify the Railway against all costs and expenses arising from any claim or action being brought against the Railway for infringement of letters of patents.

19.0 SPARES

19.1 Railway shall consider the following essential spares at 10% of the quantities used in the EI equipment subject to a minimum of one. The fraction shall be rounded off on higher side.

- a) All Units which may include but not limited to circuit packs, modules, plug in units, ancillary equipment connectors, couplers of each type, which may be lowest level field replaceable assembly/device.
- b) Complete cards for EI etc.
- c) Surge and lightning protection arrangement.
- d) Power supply equipment.
- e) Connectors and couplers of each type with cables, crystals, MCBs switches.

In addition following are to be supplied as spares :

- a) Software back up in two sets of CD's.
 - b) Three times the quantity of fuses used in the equipment for each type.
- 19.2 The tenderer shall include in his tender the details of essential spares, their quantity and unit prices as per schedule of requirements. Details are to be given to confirm that quantity of spares quoted are as per requirement of this clause. The tenderer shall give a detailed list of circuit packs, modules, panels, plug in units, crystals, couplers, connectors, fuses of each type which may be lowest level field replaceable units for each location. The total cost of essential spares based on the unit price quoted by the tenderer shall be included in the tender evaluation.
- 19.3 Spares which are considered essential by the Railways but not quoted by the tenderer shall be assumed by the Railways, based on the highest price quoted by any other tenderer for the similar spares only for the purpose of evaluation. The spares for which no rates are available in the tender offer shall be required to be supplied free of cost.
- 19.4 In addition to the essential spares, tenderer shall indicate additional recommended quantities of spares for efficient maintenance of the equipment and the systems for a period of 3 years to ensure that the quality & reliability is achieved. The details, unit price and the total cost of recommended spares shall be included in the tender as an option. However, the cost of such recommended spares shall not be considered for tender evaluation.

19.5. LONG TERM AVAILABILITY OF SPARES AND SYSTEM SUPPORT :

- 19.5.1 The tenderer shall undertake to supply on payment all maintenance spares and tools required for the equipment during life time. He shall also undertake to supply additional equipment required for replacement or expansion of the network, that may become necessary due to additional traffic requirements. The price variation formula adopted in pricing such maintenance spares and additional supply that may be ordered in future shall be provided by mutual discussions.
- 19.5.2 The manufacturer shall guarantee that spare parts for the EI shall be available for **a minimum of seven years after expiry of the warranty period and thereafter at least two years notice** shall be given to the Railways before any equipment or components are discontinued or phased

out from the manufacturing plans. This will enable the Railways to assess the life time requirement of spares needed and order in sufficient quantity prior to stoppage of the manufacture.

19.5.3 That the successful tenderer shall further guarantee that if he goes out of production of spare parts he shall supply the specifications of materials at no cost to the purchaser, if and when required in connection with the equipment to enable the purchaser to fabricate or procure from other sources.

19.5.4 The supplier shall recommend and provide, prior to the system acceptance, calibration procedures. The recommendation shall include a list of the various calibration instruments, recalibration periods and extent of preventive maintenance for each test instrument.

20.0 TEST & MEASURING INSTRUMENTS, SPECIAL TOOLS AND INSTALLATION MATERIAL

20.1 Special tools and instruments required for installation and maintenance of all the equipment shall be arranged by the tenderer in adequate quantities. All installation material for complete commissioning of the system shall be provided by the tenderer. Details of special tools, their quantities and unit prices shall be indicated.

20.2 All tests and measuring instruments and other arrangements required for all the acceptance tests shall be provided by the contractor free of cost.

21.0 SOFTWARE

21.1 Software version of the equipment being supplied should be latest and must be indicated.

21.2 All the software upgrades and / or patches required for the maintenance of the system supplied will be implemented free of cost at each site for 7(seven) years by respective bidders. Acceptance Testing of the system will be got done by him through authority designated by Railways for all functions of all systems after the implementation of the maintenance software upgrades / Patches in each system.

22.0 SUPPLY OF TECHNICAL LITERATURES, DOCUMENTATION, DRAWINGS & COMPLETION PLANS ETC.

22.1 The supply of equipment and materials shall include supply of two sets of printed documents from the original equipment manufacturers with each equipment. The documents should include all software documentation required for the equipment system.

22.2 Except where printed documents are supplied with each equipment by original equipment manufacturer, all other documentation and information shall be prepared using CAD. All the documentation and drawings etc. shall be supplied in two sets of CD's.

22.3 The supply of equipment and materials shall also include necessary documentation related to training on the maintenance of equipment in sufficient number of copies and one video cassette/CD to the extent specified elsewhere in this agreement.

22.4 Supply, installation, testing & Commissioning of EI equipment and associated equipment etc. shall include supply of following documents.

- (i) Equipment layout, wiring & circuit details of EI equipment & associated equipments.
- (ii) System design of EI, power supply arrangement & other relevant parameters, vis-à-vis the actual values obtained.
- (iii) Test & Measurement results of EI equipment parameters of System vis-à-vis standard/nominal values.
- (iv) Any other detail which Railways feel necessary during/after completion of the work.

23.0 PROGRESS REPORTING :

- 23.1 The contractor shall submit to Railways at his own cost periodic progress reports at regular intervals regarding the state and progress of work. The details and pro-forma of the report will mutually be agreed after award of the Contract. Such reports shall be for daily man power, equipment and plant development, weekly work progress and monthly progress review reports. All actions as directed by Railway pursuant to such reports shall be promptly attended to by Contractor.
- 23.2 The purchaser's engineer shall also conduct monthly meetings with the contractor to assess and review the programme of works. The action proposed to progress the work as planned, difficulties, assistance required etc. shall be clearly brought out and remedial action taken. The minutes of these meetings shall be jointly signed by Railways and contractor.

24.0 MAINTENANCE OF WORKS :

- 24.1 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 and after the date of passing of the certificate of completion by the Railway's representative or any other earlier date subsequent to the completion of the works that may be fixed by Railway's representative 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 Railway's representative 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 instruction or civil riot, and the contractor shall be liable for and shall pay and make good to the Railways or other persons legally entitled thereto whenever required by the Railway's representative so to do, all losses, damages, costs and expenses they or any of them may incur or be put or be liable to, by reason or in consequence of the operations of the contractor or his failure in any respect.
- 24.2 After each auto section has been commissioned and completion certificate issued by Purchaser's Engineer for that section, the contractor shall be responsible for proper maintenance supervision of the section for a period of 60 days from the date of issue of completion certificate. For this purpose he shall prepare a maintenance plan and make available the services of at least one qualified technical supervisor and 2 qualified maintainer(electrical) stationed at the location approved by Purchaser's Engineer for round the clock maintenance
- 24.3 During this period of maintenance if any lacuna is noticed in the functioning as a result of any defect in design or manufacture, the same will be rectified by the contractor free of cost. During such rectification if any faulty equipment/modules need replacement or repair, they shall be provided by

the contractor from the set of equipment or modules that the contractor should bring to the site of installation in addition to all the materials to be supplied against this contract. Use of spare modules covered under the Schedule of material of this tender shall not be permitted to be used during installation, commissioning and maintenance period without personal approval of Dy Chief Signal & Telecommunication Engineer/Project. Spares, so issued under unusual circumstances, should be replaced by the firm within seven days of the issue of spares.

25.0 TRAINING :

- 25.1 The tenderer shall undertake to train Railway engineers and other staff nominated by the Railways in different aspects of equipment designs, functioning, field installation, testing, commissioning, operation, maintenance and repair, covering both hardware and software. The training should be comprehensive for transfer of complete know-how so as to impart full knowledge and competent to independently and successfully execute the installation, operation, maintenance and repair of all equipment. The training courses should, apart from formal class room training, include hand on practical experience and visits to working installation.
- 25.2 The contractor shall at every stage of installation, testing and commissioning shall provide all facilities for adequate training of Railway personnel who may be deputed to work on the project.
- 25.3 The requirement of training in man-weeks has been indicated in the schedule of requirements. The tenderer shall quote for the man week rates and Railways shall have the right to vary the training period indicated in the schedule.
- 25.4 In the event of any equipment/sub-system being manufactured in India in technical collaboration with foreign firm by the tenderer or any of its sub-contractor, approximately half of the training provided in the schedule shall be arranged at the collaborator's premises/training centre and the remaining portion at the working installations. Details of training proposal shall be submitted by the tenderer.
- 25.5 Set of documents related to training in adequate quantity shall be provided.
- 25.6 All expenses for travel to and from the place of training, boarding and lodging of the trainees shall be borne by the Railways.

Section – II

Chapter – 2

INSTRUCTIONS TO TENDERER

INSTRUCTIONS TO TENDERER

1.0 SUBMISSION OF BIDS :

- 1.1 All offers in the prescribed forms should be submitted before the time and date fixed for the receipt of the offers. Offers received after the stipulated time and date will be dealt with as per rules in vogue in the Railways.
- 1.2 In case the date of opening happens to be a holiday or Bandh, the tender will be received and opened at the same time on the next working day.
- 1.3 All offers shall be either type written or written neatly in indelible ink in English. Each page of the offer must be numbered consecutively. A reference to total number of pages comprising the offer must be made at the top right hand corner of the top page. All the supporting documents should be submitted either in original or duly attested by the tenderer or notary public unless stated otherwise in these documents. The original documents shall be produced for verification when called for.
- 1.4 All copies of the tender paper shall be signed in ink by the tenderer, on each page including closing page, in token of his having studied the Tender papers carefully.
- 1.5 **RATES IN FIGURES & WORDS :-** All prices and other information like discounts etc. having a bearing on the price shall be written both in figures and in words in the prescribed offer form. In case of difference in words and figures the amount written in words will be taken into consideration.
- 1.6 **ATTESTATION OF ALTERATION :-** No scribbling is permissible in the tender documents. Tender containing erasures and alterations in the tender documents are liable to be rejected. Any correction made by the tenderer/tenderers in his/their entries must be attested by him/them.
- 1.7 The tenderer shall submit his tender in sealed cover. Each copy of the tender shall be complete in all respects. The original tender paper purchased from this office shall be returned duly signed along with the original offer.
- 1.8 The tender shall be submitted in large envelope. All the envelopes should bear the tender number with its description and date of closing/opening clearly written on it and addressed to the Dy Chief Signal & Telecommunication engineer/IRPMU/Project/Kanpur, North Central Railway,.
- (a) The bid shall consist of the following :-
- i) Offer letter complete in Annexure-A
 - ii) Schedule of supply and works with summary of prices blanked out.
 - iii) Earnest money in prescribed form.
 - iv) Clause-wise compliance to tender conditions
 - v) Statements of deviations in Annexure-E.
 - vi) A copy of partnership deed and affidavit for proprietorship.
 - vii) A copy of undersertaking in terms with para 3.1 (1)(b) of qualifying criteria or documents pertaining to para 3.1 (1)(c) of qualifying criteria and clause 2.4 of ITT for JV/AOP.
 - viii) Tenderer's credentials and willingness of original manufacturer.

- ix) Similar works executed.
- x) Works in hand
- xi) Income Tax Clearance Certificate and audited balance sheet
- xii) Engineering Organisation.
- xiii) Construction Machinery.
- xiv) Details of recommended Spares with quantities
- xv) Details of special tools & installation materials.
- xvi) Work performance guarantee .
- xvii) Tenderers scheme of work and Time Schedule .
- xviii) Complete technical data and particulars of the equipment offered, as specified in the Tender papers together with descriptive literature, leaflets etc. Drawings, if any, complete with list .
- xix) Name of manufacturers, place of manufacture and the certificate for proven design and performance
- xx) Technical proposal of the tenderer in conformity with system design or alternative proposal of the tenderer, if any.
- xxi) Any other information desired to be submitted by the tenderer.
- xxii) **It shall contain the offer letter and the price of each item quoted exactly according to the rate schedule given in the tender document and shall be clearly super-scribed along with tender number and it's description and sealed.**

2.0 **OPENING OF BIDS :**

- 2.1 Tender offer of all the tenderer may be opened at 15:00 hrs on 25.07.2011.
- 2.2 Before submission of tender, tenderer shall satisfy himself about the local conditions, topography, the details of existing facilities and the requirement of matching interface unit, etc. If at any stage subsequent to submission of tender it is found that extra equipment are required to meet the tender conditions, although same may not be specially mentioned in the enclosed schedule, these shall have to be supplied by the tenderer free of cost within the total cost of the tender.
- 2.3 The tenderer shall keep the offer open for a minimum period of 90 days from the date of opening of the tender. Within that period, the tenderer can not withdraw his offer subject to the period being extended further if required by mutual agreement from time to time. Any contravention of the above condition will make the tenderer liable for forfeiture of his Earnest Money Deposit.
- 2.4 Bid submitted by the JV/AOP shall comply with the following requirements :
 - 1) JV/AOP partners would be limited to two (including the lead partner)

- 2) **While evaluating performance of joint ventured firm following criteria should be applicable.**
 - i) Turnover: The turnover criteria may be jointly met by the partners or the JV/AOP. Turnover of all the parties/firms should invariably be submitted along with the tender documents indicating their proportion in each company/firm. The constituent firms should have shares in the JV proportionate to their respective turnover.
 - ii) Technical criteria- One of the parties of JV firm should invariably fit in the technical eligibility criteria fixed in tender documents.
- 3) Purchase of Tender documents: Tender paper should be collected and submitted only in the name of JV/AOP. A firm /individual can bid for tender either as a sole tenderer or in the name of JV/AOP with another firm. All tender violating this will be summarily rejected.
- 4) Earnest money should be submitted in the name of **JV/AOP only**.
- 5) A copy of Joint Venture / AOP agreement on non Judicial stamp paper duly attested by Notary public with seal and revenue stamp affixed thereon shall be submitted along with the tender. No JV / AOP will be accepted after submission of the tender bid. However, the joint venture / AOP agreement will be got duly registered before the Registrar of Companies under Companies Act or with Registrar / Sub-registrar under the Registration Act 1908 before submission of the bid.
- 6) Separate identity /name should be given to the Joint venture firm/Establishment . The name of JV/AOP should not be synonymous with the name of any one of its constituents.
- 7) If both the parties of J/V firm are partnership firms, the name of all the partners be mentioned in the J/V agreement and should be signed by all the partners OR their power of attorney should form an enclosure of the J/V agreement.
- 8) In case of one or more parties to the Joint venture agreement are partnership firm/s, the following documents should be enclosed.
 - a) Certified copy of Partnership deed.
 - b) Consent of all the partners to enter into the joint venture on a stamp paper of appropriate valuations.
 - c) Power of attorney in favour of one of the partner to sign the Joint venture agreement on behalf of all the partners and create liability against the firm.
- 9) In case one or more parties are proprietary firm OR HUF: the following documents should be enclosed:

Affidavit on Stamp paper of appropriate valuation declaring that his concern is a proprietary concern and he is sole proprietor of the concern OR he is in position of 'KARTA' of Hindu undivided Family and he has authority, power and consent given by other co-partners to act on behalf of HUF.
- 10) In case of one or more partners are limited companies, following documents should be submitted.

- a) Certified copy of minutes of meeting of the directors of the company in which resolution was passed to the effect.
 - i) of entering into the Joint Venture Agreement.
 - ii) of authorizing Managing Director / One of the director / manager of the company to sign the joint venture agreement.
 - iii) of authorizing M.D. /Director /Manager or any other person to sign all other documents, contracts, agreements etc. and to create liability against the company or and /or to do any other act on behalf of the company.
 - a) Copy of memorandum and articles of Association of the company.
 - b) Power of Attorney by the company authorizing person to do act mentioned in the (ii) above.

- 11) In case of JV/AOP , the proposal shall be accompanied by a certified copy of legally binding memorandum of understanding (MOU), signed by all partners to the JV/AOP and confirming the following therein
 - i) Date and place of signing.
 - ii) Purpose of JV /AOP (must include the details of contract works for which the JV/AOP is binding).
 - iii) A clear and definite description of the proposed administrative arrangements for the management and execution of the assignment.
 - iv) Responsibility and scope of the work to be undertaken by each partner along with resource committed by each partner of JV/AOP for the proposed services.
 - v) Details regarding the authorised representative of the JV/AOP.
 - vi) Joint and several liabilities (in the manner specified herein below):

The parties hereto shall , if awarded the contract for the project be jointly and severally liable to employer for execution of the project in accordance with General & Special conditions of contract. The parties hereto also undertake to be liable jointly and severally for the loss, damages caused to the employer in course of execution or due to non- execution of the contract or part thereof or arising out of the contract.

 - vii) Validity of the Joint Venture agreement (in the manner specified herein below):

The Joint Venture agreement must be executed prior to the date of submitting the tender. The Joint Venture agreement shall not be terminated unless and until the work awarded under the contract is completed in all respect and also till the maintenance period is over or till all the contractual liabilities are discharged completely.

 - viii) Notices and correspondence(in the manner specified herein below): All correspondence of notices to the Joint venture shall be addressed to M/s(Shri)-----at the address stated herein below:
 - ix) Governing laws(in the manner specified herein below):

**The Joint Venture agreement shall in all respect be governed by
and**

interpreted in accordance with Indian laws.

- x) Assign ability(in the manner specified herein below):

No party to the joint venture has the right to assign or transfer the interest , right or liability in the contract without the written consent of the other party and that of the Employer in respect of the said tender/contract.

- xi) Use of machinery, Instruments, Labour force etc. (in the manner specified herein below):

The parties hereto undertake that whatever the machinery, instruments, labour force, (including unskilled , skilled inspectors, Engineers etc.) they possess at the time of entering into Joint Venture Agreement or which subsequently shall come in their possession and if such machinery, instruments, labour force is required for the speedy and efficient execution of the work, the party/parties having the control over the said machinery, instruments, labour force etc. without having any regard to their share of profit and loss agreed to between the parties in joint Venture Agreement shall hand over the same at the disposal of the other party who is actually executing the work for purpose of execution of the contract without any hindrance and obstacle.

- xii) In case parties to the JV agreement have agreed to designate one of the partners as “ Lead partner” the clause specifying the details of authorities, powers , rights , duties given to him should be included in the agreement in clear terms.

- xiii) Share of profit and loss along with share of individual/parties should be clearly indicated therein.

- 2.5 The tenderer shall bear all costs associated with the preparation and submission of the tender and the Railway will in no case be responsible or liable for this costs, regardless of the conduct or outcome of the bidding process.
- 2.6 All queries with regard to this tender shall be submitted to this office minimum seven days in advance of last date of submission of tender document failing which it will be presume that there is no query from tenderer's side.
- 2.8 Offer received through FAX, Cable OR Telegram / Telex and incomplete offers will be summarily rejected.
- 2.9 Tenders received in the office of Chief Signal & Telecom. Engineer/North Central Railway after the time of scheduled closing of the tender shall be classified as “Delayed / Late Tender” EVEN if posted by the Tenderer sufficiently in time. The administration is not responsible for either for the loss in the transit or “Late/Delayed” receipt of tender. Late/Delayed tender will be dealt with as per rules in vogue in the Railways.
- 2.10 Offer from tenderer not meeting the eligibility criterion will be outright rejected.

- 3.0 **EARNEST MONEY :**
- 3.1 Earnest Money against this tender is **Rs.380000/-** (Rupees Three Lakh Eighty Thousand) only. The Earnest Money is to be submitted as per details given in clause 6 of General Conditions of Tender.
- 3.2 Validity of the Earnest Money to be at least up to the validity of the offer.
- 4.0 **PERIOD OF COMPLETION :**
- 4.1 The work/works is / are to be completed within a period of 5 (Five)) months from the date of issue of Letter of Acceptance.
- 4.2 The Tenderer shall enclose with his offer the scheme of work and time schedule in the form of PERT chart indicating all activities & showing the period of time that he will take for the various items of work listed therein. The Tenderer shall indicate in the form of notes to the schedule the assumptions and the basis adopted for the preparation of the time schedule.
- 4.3 The Successful Tenderer shall, however, submit their final programme in consultation with Engineer of the project in terms of clause 6 of Special Condition of Contract.
- 5.0 The Tenderers are required to scrutinise carefully all clauses appearing in the Tender documents and to sign in token thereof on every page of the Tender document.
- 6.0 The Tenderers should quote rates in figures and in words. Wherever there is a difference between the rates quoted in figures and in words, the rate quoted in words will be taken as correct.
- 7.0 All details and drawing pertaining to the works as are available can be seen in the office of the Dy Chief Signal & Telecom. Engineer/Project, North Central Railway, Kanpur during office hours.
- 8.0 The cancellation of any document such as Power of Attorney, Partnership Deed etc. shall forthwith be communicated by the contractor to the Railway in writing failing which the Railway shall have no responsibility or liability for any action on the strength of said documents.
- 9.0 The contractor will be permitted to make use of the service roads already existing within the Railway possession. If additional service roads are required within Railway premises the contractor may be allowed to make them at his own cost with the prior approval of the Railway's Engineer. All service roads required outside Railway boundary shall be constructed by the contractor at his own risk and cost. These roads shall be maintained by the contractor at his own cost. The Railway reserves the right to make use of these service roads as and when necessary without any payment to the contractor.
- 10.0 If original work order issued to the contractor is lost by him for any reason what-so-ever and contractor demands for supply of a duplicate of the same, penal levy of Rs.10/- (Rupees Ten only) for each work order will be imposed on him for the issue of duplicate copy of the work order.
- 11.0 The Tenderer/Contractor may be required to engage surplus /retrenched casual labours of the North Central Railway, if found suitable up to the extent as deemed fit by the Railway during the currency of the contract. The terms of employment between such labour and the

Tenderer/Contractor may be on mutually agreed terms subject to the statutory provisions contained in the Labour Regulations and enactments. The Contractor shall indemnify the Railway against any claim arising out of employment of such labour and the Railway shall not be party to any disputes etc. arising out of the employment of such labour by the Tenderer/Contractor.

- 12.0 When the tender is received by the Railway Administration, it will be understood that the tenderer/s has/have gone through carefully in details all the Instructions, Conditions, General and Special Conditions of the Contract and all other instructions for execution of the work and that the tenderer/s has/have got himself/themselves clarified in all points and doubts and interpretations by the proper authorities of the Railway Administration.

13.0 STORAGE OF PETROLEUM :

- 13.1 No petroleum sprit within the meaning of the Indian Petroleum Act shall be stored at site or adjacent land until the approval of the Railway and necessary licence under the Act has been obtained by the tenderer.

- 14.0 The Contractors who are working in the establishment through contract labour (Regulation and Abolition) Act 1970 and Central Rule 1971 and obtain a licence from the Assistant Labour Commissioner concerned and produce the same to the Railway either along with the tender or before signing the agreement failing which the contract awarded will be terminated that they have not complied with the legal provisions of the said act and Earnest Money forfeited.

- 15.0 Railway will not arrange for release of foreign exchange for any contract work.

16.0 LOCAL CONDITIONS :

16.1 It will be imperative on each tenderer to fully acquaint himself with all the local conditions and factors which would have any effect on the performance of the contract and cost of the stores. The purchaser shall not entertain any request for clarifications from the tenderer regarding such local conditions. No request for the change of price, or time schedule of delivery of stores shall be entertained after the offer is accepted by the purchaser on account of any local condition or factor.

16.2 In the event of the tenderer desiring to have a field survey before furnishing his quotations, he may apply to Railways for permission in this regard. Such permission will be given in writing by the Railways but the expenses in this regard will be borne by the tenderer completely.

16.3 The intending tenderer is advised to study the tender papers carefully. Any submission of a quotation by the tenderer shall be deemed to have been done after a careful study and examination of these documents with full understanding of the implication thereof. These conditions and specifications shall be deemed to have been accepted unless otherwise, specifically commented upon by the Tenderer in his quotation. Failure to adhere to anyone or all these instructions may render his offer liable to be ignored without any reference.

16.4 Should a tenderer find discrepancies in, or omission from the drawing or any of the Tender papers or he has any doubt to their meaning, he should at once notify the Railway who may send a written clarification to all tenderers.

17.0 COMPLIANCE TO TENDER CONDITIONS, SPECIFICATION & DRAWINGS :

17.1 The tenderer shall indicate paragraph by paragraph for each section of the tender document that either his tender complies in every respect with the requirements of each clause and sub-clause or if not, precisely how they differ from the requirements of the tenderer. In later case, the tenderer shall enclose a separate statement as per pro-forma given, indicating only the deviations for any clause or sub-clause of General Conditions of Contract, Special Conditions of Contract, Instructions to tenderers and conditions of tendering, Technical Specification, Preamble etc. which he proposes with "detailed justifications for deviations proposed". The purchaser, reserves the right to accept or reject these deviations and his decision thereon shall be final in Annexure-E.

17.2 The equipment & material offered shall be in accordance with the drawings and specifications. Details of variation from the drawings and specifications, if any, should be clearly indicated and in such an event, a certificate from the users must be furnished to the effect that the product offered performs the requisite functions satisfactorily, & is an alternative acceptable in one or more other countries. The name of users in those foreign countries should also be indicated.

17.3 Firms who have not carried out the works and supplied the items tendered for in this case for the Indian Railways in the past should give details of supplies and works carried out and the customers along with their performance certificates.

Details of the section in which work is to be executed

Station :Juhi

The station is in Rajdhani Route and cater for heavy traffic in multi-directions(6).

Working : Signalling at station is EI based. EI provided is MICROLOK-II. This is biggest EI in Indian railways

Block section area : Absolute block system through track circuiting and automatic signalling

Of Interlocked Level Crossing

Gates within Station Limit : 1.

No. Of Level Crossing gates

Outside station limit : 1(Interlocked-1)

Details : 30 berthing places on yard lines and equivalent no of other misc lines in the yard

Electrification : 25 KV AC

Existing Track circuits in station : Single Rail DC.
area

Section – II

Chapter – 3

Special conditions for EI

Electronic interlocking installed at Juhi station is Microlok-II in hotstandby configuration. For design purpose Yard is split in 8 zones. All the zones are communicating information through communication network of Moxa. Provision of EI equipments and alterations in existing EI is to be done by OEM or firm authorised by OEM. If tenderer is not OEM then offer quoted by the firm without authorisation of OEM will be summarily rejected.

OEM must ensure that the EI(Microlok-II) installation, alterations are in accordance with the relevant & latest Pre-commissioning check list(No.SIG-0703, Revision no. 4 dated 18.10.11 or latest).

Quality and integrity of the installation remains complete responsibility of the OEM. The firm must provide an OEM certificate regarding this before commissioning of the installation, any deficiencies pointed out later, shall be done free of cost by OEM.

Firm shall replace the supplied material free of cost in case of any manufacturing defect.

As per RDSO letter no.STS/L/SSI/CA/US&S dated 04.11.2011

Section – II

Chapter – 4

Technical Specifications & Installation Practices

TECHNICAL SPECIFICATIONS & INSTALLATION PRACTICES

Annexure-A1

Datalogger:

The existing Efftronics make data logger should be redesigned to suit alterations in the EI. New diagram to be developed and uploaded on data logger maintenance terminal. Communication of data logger to all the new EIs going to be installed should be completed and new bits uploaded. Validation of bits added to be done by Efftronics Engineer at site. All the reports for fault diagnostic should be tested.

Annexure-A2

Specification for Maintenance Free Earthing

- 1. Scope:** The Earth pit shall be Permanent and maintenance Free (PMF) type. The earth pit shall include the components such as Earth rods, Compression Couplers, Earth enhancement Material and Connecting wires, Earth Bus Bar and all accessories .
- 2. Earth Resistance :** **Acceptable earth resistance value at earth Bus Bar shall be less than one Ohms for installation.**
- 3. Location for Earth:** Low lying close to the building or the location box is good for locating earth electrodes. The location can be close to any existing water bodies or water points. Earthing rod should not be fixed on high bank or made-up soil.
- 4. Earth Rod:** The earthing shall have following characteristic/ Specifications.
 - a. 6 feet long Copper bonded steel rods especially designed for Electrical grounding.
 - b. Shall have a minimum dia of 17 mm (3/4 inch).
 - c. Shall be corrosive resistant.
 - d. Shall be molecularly bonded with copper to high strength steel cores.
 - e. Shall have a minimum copper bonding thickness of 250 microns (10 Mil).
 - f. Shall have a life minimum 20 years.
- 5. Earth enhancement materials:** Earth enhancing Material shall be electrically conductive and non-soluble. It shall:
 - a. Have high conductivity in the electronic ground contact area and it should improve earth's absorbing power and humidity retention capability.
 - b. Have a resistivity of less than 4.7 Ohm meter.
 - c. Be non –corrosive in nature having low water solubility (0.2% max) but highly hygroscopic ; will not be eliminated by continued treatment with water.
 - d. Be stable between -60° to $+60^{\circ}$ C temperature.
 - e. Be possible to increase earth's conductivity from 3-20 times.
 - f. Interact in homogeneous way when applied to the earth.
 - g. Be suitable for any kind of electrode and all kinds of grounds of different sensitivity through the simple spill of the proper solution to the ground, which surrounds the electrode.
 - h. Higher doses may be necessary for optimum results in high resistance soil or rocky areas.
- 6. Construction of Unit Earth :**
 - a. A hole of 4 to 6 inch dia shall augured to a depth of about 6 to 9 feet.

- b. Two electrodes of 6 feet each shall be joined together using a compression coupler.
- c. This electrode of 12 feet (6+6) length shall be inserted into the augured hole.
- d. It will be penetrating into the soil by gentle driving on the toe of the rod using a sledge hammer . Here natural soil is assumed to be available after about 10 feet so that 2 feet of electrode shall be instated in the natural soil.
- e. RDSO approved earth enhancing compound 10 Kg shall be filled into the augured hole in slurry form and the resistance is measured. This will be further depended by adding one more earth rod if the resistance not coming less than around 3 Ohms.
- f. Remaining portion of the hole shall be covered by the soil which is taken out during auguring.
- g. Drawing to be got approved by Railways.

7. Construction of Ring Earth :

Since it is not possible to achieve a low resistance values of less than one ohm with one pit, it is required to install a ring earth consisting of 6 pits as per RDSO scheme. Following method is shall be adopted to construct the ring earth.

- a. The procedure mentioned above for one pit under item 7 , shall be repeated for installing 2 to 4 such earth pits. It will be ensured that the distance between the earth pits shall be more than 8 to 10 feet for effective utilization of soil contact area.
- b. The number of pits required shall be decided based on the resistance achieved for the earth pits already installed as the properties of the soil play a major role.
- c. These earth pits shall than interlinked as per RDSO scheme. These connection shall be made using exothermic welding.

8. Inspection Chamber :

- a. A 300*300*300mm (inside dimension) concrete box with smooth cement plaster finished shall be provided on the top of pit. A steel plate of 4 to 6 mm thickness hinged cover with lockable management, painted black shall be provided to cover the earth pit.
- b. One pad lock of Godrej/Link make with three keys shall be supplied for locking.
- c. The masonry work shall be white washed inside and outside.
- d. Care shall be taken regarding level of the floor surrounding the earth so that the connector is not too deep in the masonry or projecting out of it.
- e. On backside of the cover the date of test and average resistance value shall also be written with yellow paint.

9. Earth Bus bar and Connection to pit:

- a. The Earth electrode and the copper earth bus bar will connected by cadmium bronze wire as per RDSO Spec. RDSO/SPN/178/2003, exothermically welded to electrode at one end and the earth bus bar at other end.
- b. The copper earth bus bar will be 300*25*6 mm size with tin coating and holes for fixing it to the wall of equipment room with insulation studs.
- c. All connection to the earth bus bar will be through tinned copper lug of Dowell or similar make if suitable size.
- d. All nuts and bolts will be stainless steel type.

Annexure-A3

Maintenance Terminal:

Maintenance terminal should be redesigned for layout. All the new bits should be uploaded. Fault diagnosis for new EIs going to be installed should be provided in the existing maintenance terminal which is supplied by OEM and the same is developed by OEM. This work to be done by OEM or firm authorised by OEM

for Dy Chief SIGNAL & TELECOM
ENGINEER/IRPMU//PROJECT, NORTH CENTRAL RAILWAY,

Near Jhakarkatti Bus Stand, GT Road, Kanpur - 700 001

FOR AND ON BEHALF OF PRESIDENT OF INDIA

THE ABOVE INSTRUCTION TO TENDERER ARE UNDERSTOOD
AND ACCEPTED BY ME/US.

SIGNATURE OF THE TENDERER/S. _____

DATE _____

Section – III

Chapter – 1

Tender forms

FORMS OF TENDERS ETC.

- ANNEXURE-A : Offer Letter**
- ANNEXURE-B : Guarantee Bond for Security Deposit**
- ANNEXURE-C : Bank Guarantee**
- ANNEXURE-D : Standing Indemnity Bond**
- ANNEXURE-E : Statement of Deviations**
- ANNEXURE-F : Proforma of Bank Guarantee for Mobilization Advance.**
- ANNEXURE-G : Proforma for the Work Performance Guarantee.**
- ANNEXURE-H : Qualification Experience**
- ANNEXURE-I : Certificate of Joint Inspection**
- ANNEXURE-J : Receipt Certificate**
- ANNEXURE-K : Extension of period of completion of work(Contractor's A/c's)**
- ANNEXURE-L : Extension of period of completion of work.**
- ANNEXURE-M : Modification to General Conditions of Contract &Standard Specifications.**
- ANNEXURE-N : Acknowledgement for receiving materials and cable from Rly.**
- ANNEXURE-O : Sources for Specifications / Drawings**
- ANNEXURE-P : Specification for Installation of Cable Routes**
- ANNEXURE-Q : Laying of Signaling cables**
- ANNEXURE-R : General Specifications and Railway's Requirements**
- ANNEXURE-S : Payment faster through Electronic Fund Transfer System(EFT)**
- ANNEXURE-Z : Rate Schedule(s)**

ANNEXURE-A

OFFER LETTER

To

The President of India,

Acting through Dy Chief Signal & Telecom. Engineer/Project

(or his successor)

North Central Railway,

Kanpur - 700 001.

I/We have read the various conditions to tender attached here to and hereby agree to ABIDE BY THE SAID CONDITIONS. I/We also agree to keep this tender open for acceptance for a period of 90 days from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our Earnest Money. I/We offer to do the work as spelt out in the "Scope of the Work" as per schedule of requirement at Annexure-'Z' at the rates quoted by me/us in the attached schedules and hereby bind myself/ourselves to complete the work in the time period as mentioned in clause - 6 of the Special Conditions of Contract. I/We also hereby agree to abide by all the conditions specified in the tender and to carry out the works according to the Specifications for materials and works laid down by the Railways for the present contract.

A sum of Rs.----- (Rs.) only is herewith forwarded as "Earnest Money". The full value of Earnest Money shall stand forfeited without prejudice to any other rights or remedies if,

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

(b) I/We do not commence the work within 15 days after receipt or orders to that effect.

3. Until a formal agreement is prepared and executed the 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 CONTRACTOR(S)

DATE :

SIGNATURE OF WITNESS :

CONTRACTOR(S) ADDRESS :

1.....

.....

2.....

.....

.....

.....

ANNEXURE-B

GUARANTEE BOND FOR SECURITY DEPOSIT

ABANDONED

ANNEXURE - C

BANK GUARANTEE

(ON STAMP PAPER OF REQUISITE VALUE)

ABANDONED

ANNEXURE-D

STANDING INDEMNITY BOND

(FOR ON ACCOUNT PAYMENTS & STORES SUPPLIED BY RLYS.)

(On Stamp paper of Requisite Value)

We, M/s..... hereby undertake that we hold at our stores Depot/s at for and on behalf of the President of India in the premises through the General Manager or his successor, North Central Railway (herein after referred to as “the Purchaser”) all materials for which “On Account” payments have been made to us against the contract for -----

-----of **North Central Railway** vide letter of Acceptance of Tender No..... dated and the materials handed over to us by the purchaser for the purpose of execution of the said Contract, until such time the materials are duly erected or otherwise handed over to him.

We shall be entirely responsible for the safe custody and protection of the said materials against all risk till they are duly delivered as installed and/or erected equipment to the purchaser or as he may direct otherwise and shall indemnify the Purchaser against any loss, damage or deterioration what so ever in respect of the said materials while in our possession and against disposal of surplus materials. The said materials shall at all times be open to inspection by any Officer authorised by the Dy Chief Signal and Telecom. Engineer/Project, North Central Railway, Kanpur.

Should any loss, damage or deterioration of materials occur or surplus materials disposed off and refund becomes due, the purchaser shall be entitled to recover from us the full cost as per prices included in the Contract (as applicable) and also compensation for such loss or damage if any along with

the amount to be refunded without prejudice to any other remedies available to him by deduction from any sum due or any sum which at any time hereafter becomes due to us under the said or any other Contract.

In the event of any loss or damage as aforesaid the assessment of such loss or damage and the assessment of the compensation there for would be made by the President of India acting through the Dy Chief Signal & Telecom. Engineer/North Central Railway/Project/Kanpur or his authorised nominee shall be final and binding upon us.

Dated this day of, 200

for and on behalf of

Messers (Contractor)

Signature of Witness : _____

Name of Witness in block letters :

Address :

ANNEXURE-E

STATEMENT OF DEVIATIONS

PROFORMA FOR STATEMENT OF DEVIATIONS

1. The following are the particulars of deviations from requirement of the instructions to Tenderers, General Conditions of contract.

1.1 General Conditions of Tender

CLAUSE	DEVIATION	REMARKS
(INCLUDING JUSTIFICATION)		

1.2 General Conditions of Contract

CLAUSE	DEVIATION	REMARKS
(INCLUDING JUSTIFICATION)		

1.3 Special Conditions of Contract

CLAUSE	DEVIATION	REMARKS
(INCLUDING JUSTIFICATION)		

1.4 Instructions to Tenderers

CLAUSE	DEVIATION	REMARKS
(INCLUDING JUSTIFICATION)		

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

(Separate Statement for each specification)

CLAUSE	DEVIATION	REMARKS
(INCLUDING JUSTIFICATION)		

Note :

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

ANNEXURE-F

PROFORMA OF BANK GUARANTEE FOR MOBILIZATION ADVANCE

(On Stamp Paper of requisite value)

(To be used by approved Scheduled Banks)

1. In consideration of the President of India (hereinafter called "the Government") having agreed to exempt {hereinafter called "the said Contractor(s)"} from the demand, under the terms and conditions of an Agreement No..... dated made between and for (hereinafter called "the said Agreement") of **Mobilisation advance payment** for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said Agreement, or production of a Bank Guarantee for Rs..... (Rupees..... only). We, hereinafter

(indicate the name of the Bank)

referred to as "the Bank") at the request of Contractor(s) do hereby undertake to pay Rs..... against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

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

3. We, bank undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s)/Supplier(s) in any suit or proceedings pending before any Court or Tribunal relating thereto our liability under this present being, absolute and unequivocal.

The payment so made by us under this Bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s)/Supplier(s) shall have no claim against us for making such payment.

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

..... (1) we shall be discharged from all liability under this Guarantee thereafter.

5. We, further agree with

(indicate the name of Bank)

the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension to the said Contractor(s) or for any forbearance, act or omission on the part of Government or any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the Constitution of the Bank or the Contractor(s)/Supplier(s).

7. We, lastly undertake not to revoke

(indicate the name of Bank)

this Guarantee during its currency except with the previous consent of the Government in writing.

Dated the day of 200

for

(indicate the name of the Bank)

Witness

1 Signature

Name

2 Signature

Name

NOTE : (1) The guarantee shall be valid for a period of two months after the expiry of the currency of the contract.

ANNEXURE-G

PROFORMA FOR THE WORK PERFORMANCE GUARANTEE

To

The President of India,

I/We..... hereby guarantee that the design on the basis of which we have submitted our Tender No..... has been carefully made to confirm to the end objectives in the tender documents and to technical specification therein. We further guarantee that in the event of the performance of the equipment and/or work, when installed, not complying with the end objectives or with the specifications contained in the tender documents, we shall provide further inputs to enable the Railways to realise the end objectives contained in these documents without any additional payment for any additional equipment which may be required in this regard. We further guarantee that all the expenses including the expenses incurred in India for providing the additional inputs under the System guarantee will be borne by us. We further guarantee that these additional inputs will be provided by us to make the system workable within 8 months from the date on which this guarantee is invoked by the Purchaser.

I/We have noted Para-8 of Special Condition of Contract and agree to abide by the same.

(Signature of firm's authorised Officer)

Seal :

Signature of Witness :

1.....

2.....

QUALIFICATION EXPERIENCEList of Works completed

Description of Work	Organisation for whom executed	Approx. value of contract at the time of award	Date of award	Date of scheduled completion of work	<u>Date of actual</u>		Final value of contract
					Start	Completion	

List of Works in Hand

Description of work	Contract Value	Approx. value of balance work yet to be done	<u>Date of award</u>

CERTIFICATE

Joint Inspection of Cable Trench & Protective Works

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

2.

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

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

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

Signature of Contractor's

Representative with

Designation

Signature of Purchaser's

Representative with

Designation

RECEIPT CERTIFICATE (FOR SUPPLY ONLY)

From: Sr. Section Engineer/Section Engineer(Signal/Telecom)/Works

North Central Railway,

No.

Date :

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

Signature of Stores-in-Charge

EXTENSION OF PERIOD OF COMPLETION OF WORK
ON CONTRACTOR'S ACCOUNT

(Regd. With A/D)

No.

Date :

To

.....

.....

Sub : (i) (Name of Work)

(ii) Acceptance Letter No.

(iii) Undertaking /Agreement No.

(iv) Ref :(Quote specific application of the Contractor for extension to date, if received).

Dear Sir,

The stipulated date for completion of the work mentioned above is/was

However, the work is/was not completed on this date.

Expecting that you may be able to complete the work if some time is given and in consideration of your Letter No....., the General Manager (or his successor) on behalf of the president of India, although not bound to do so, hereby extends the time for completion from to

Please note that

(a) liquidated damages @1/2% per week or part thereof the entire contract value will be recovered for delay in the completion of the work after the expiry of (1) from you as mentioned in para 19.1 of the General Conditions of Contract for the extended period.

OR

(b) token penalty of Rs..... Is imposed for delay in completion of the work after the expiry of (1) from you as mentioned in para 19.5 of the General Conditions of Contract for the extended period.

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

Please note that in the event of 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 (2)..... (here mention the extended date), further action will be taken in terms of relevant para of Conditions of Contract.

Yours faithfully,

for & on behalf of President of India.

Note :-

1. Give here the stipulated date for completion without any penalty fixed earlier.
2. Here mention the extended date.

ANNEXURE-L

EXTENSION OF PERIOD OF COMPLETION OF WORK

No.

Date :

To

.....
.....
.....

Dear Sirs,

Sub : (i) (Name of work)

(ii) Acceptance Letter No.....

(iii) Undertaking/Agreement No.....

Ref : (quote specific application of the
Contractor for extension to the date, if received) .

The stipulated date for completion of subject work under the above contract was In consideration of the Contractor's Letter No....., The General Manager (or his successor) on behalf of the President of India, is pleased to grant extension of the time for completion of works without liquidated damages under para 19.2 of General Conditions of Contract for the contract as mentioned below :

“.....”

It may be noted that unless repugnant to the context, all the terms and conditions of the Contract will remain unaltered during the extended period from to also, and further no increased additional rates and claims of recoveries which have not been already envisaged in terms of the conditions of the Contract will be leviable either by you or by the purchaser in respect of this extended period.

Yours faithfully,

()

for and on behalf of President of India

ANNEXURE-M

**MODIFICATION TO GENERAL CONDITIONS OF
CONTRACT AND STANDARD SPECIFICATIONS**

Para-I(i), C.D. & E under heading “Definitions and Interpretation of the book NORTH CENTRAL RAILWAY ENGINEERING DEPARTMENT GENERAL CONDITIONS OF CONTRACT AND STANDARD SPECIFICATIONS”, on which the schedule of rates is based, stand modified as follows :

1.(i) DEFINITION

(C) “CHIEF ENGINEER” shall mean the officer in charge of the Engineering Department of North Central Railway and shall include Chief Engineer (Construction), Chief Signal & Telecommunication Engineer, Deputy Chief Signal & Telecommunication Engineer, Chief Signal & Telecommunication Engineer(Construction), Chief Signal Engineer (Construction) and Deputy Chief Signal & Telecommunication Engineer (Construction)/Works of the successor Railway.

(D) “ENGINEER” shall mean the Divisional/District Engineer, Divisional/Senior Signal & Telecommunication Engineer or Executive Engineer in executive charge of the works and shall include the superior officers of the Engineering and Signal & Telecommunication Departments of the North Central Railway, i.e. the Chief Engineer, Deputy Chief Engineer, Chief Engineer (Construction), Engineer-in-chief(construction), Deputy Chief Engineer (construction), Chief Signal & Telecommunication Engineer(Construction), Deputy Chief Signal & Telecommunication Engineer (Construction), Chief Signal Engineer (Construction), Senior Signal & Telecommunication Engineer (Construction)/Works and shall mean and include the Engineers of the successor Railway.

(E) “ENGINEER’S REPRESENTATIVE “ - shall mean the Assistant Engineer in direct charge of the works and shall include Assistant Signal & Telecommunication Engineer (Construction)/Works & Inspector (Senior Section Engineer/Section Engineer/Junior Engineer) of the Civil Engineering/Signal & Telecommunication Engineering Department appointed by the North Central Railway and shall mean and include the Engineer’s representative of the successor Railway.

ACKNOWLEDGEMENT

FOR RECEIVING MATERIALS AND CABLES FROM RAILWAY

STATION : _____

DATE :

Sub :- Receipt of Materials /Cable from Railway.

It is hereby acknowledged that the following material/ and cable as detailed have been received in full and good condition by me on

..... at for the work coming under the Agreement
No..... dated

[illegible]

Witnessed by :-

(Signature of Purchaser's
Representative with
Designation)

(Signature of Contractor or
Contractor's Representative)

ANNEXURE-O

SOURCE FOR SPECIFICATIONS/DRAWINGS

1. IRS Drawings and Specification - Director General, R.D.S.O., Lucknow
2. TEC Drawings & specifications - Telecommunications Engineering Centre, Kurshid Lal Bhawan, Janpath, New Delhi - 110 001.
3. Standard Specifications (BSS & ISS, etc.) - Indian Standard Institution, 9, Mathura Road, New Delhi.
4. Railway Publications such as Railway Rules, Codes and Practices, etc. - Government of India, Ministry of Railways, Rail Bhawan, New-Delhi.
5. North Central Railway Drawings - Dy Chief Signal & Telecom. Engineer/Project, Near Jhakarkatti bus stand, GT Road, Kanpur.
6. Central Government Laws and Acts - Government of India, Ministry of Information, Publications Division, Tilak Road, New-Delhi.
7. Manual of Instructions for Installation of S&T Equipment 25 KV 50 C/S single phase Electrified section - Director General, R.D.S.O., Lucknow.

GENERAL SPECIFICATIONS AND RAILWAY'S REQUIREMENTS.

1. SCOPE OF WORK:

- (a) Design, Supply, Installation, Alteration, Testing and Commissioning of Electronic Interlocking in Connection with provision of Additional loop at Govindpuri and doubling between Juhi-BZM
- (b) Design of detailed interlocking scheme for changes/addition/alteration of existing wiring of existing installation, as will be required to be done during the work.
- (c) Design & Supply of relay racks, T rack etc. along with associated accessories like tag blocks, terminal strips, fuses, bus bars, capacitors, resistors etc.
- (d) Supply of complete indoor cables and indoor power cables conforming to Specification No.IRS:S-76(latest) of connecting relay racks to other racks, Cable termination rack, Control cum Indication Panel.
- (e) Installation, Testing & Commissioning of entire system pertaining to both indoor and coordination from indoor side for outdoor equipment testing. Testing and Interlocking of circuits includes continuity test of wiring. Wires continuity checking and interlocking test with the helps of MIS/simulation panel. Supply and Wiring of Simulation Panel if required for testing and commissioning to be done by tenderer.
- (f) Provision of additional contacts from relays to tag block to be used by Data Logger.
- (g) Maintenance of the installation for two months after commissioning.

2. PRESENT CONDITION OF SITE :

The stations are located on 25 KV electrified section of Allahabad Division. In case Railway Administration require some work to be executed in adjacent station/section the same has to be executed by the contractor as per contract provision of the present work.

3. TIME SCHEDULE:-

- | | | |
|----|---------------------------------------|----------------------|
| 1) | Date of issue of Letter of Acceptance | = D month |
| 2) | Completion of this work | = D + 5 (Five) month |

4. MATERIAL TO BE SUPPLIED BY THE RAILWAY:-

Railway will provide the following when required:

- (a) Relays not covered in schedule of work any other important item not covered in schedule.

5. RESPONSIBILITY OF THE RAILWAYS :-

Railway shall provide the following when required:

- i) Provide 230V AC power supply at station.
- ii) Provide accommodation of system in existing relay rooms.

NORTH CENTRAL RAILWAY

IRPMU ACCOUNTS DEPARTMENT

ATTENTION CONTRACTORS/STORES SUPPLIERS

“NOW GET YOUR PAYMENT FASTER THROUGH ELECTRONIC FUND TRANSFER (EFT)”

NORTH CENTRAL RAILWAY CONSTRUCTION DEPARTMENT IS GOING TO INTRODUCE THE EFT SYSTEM TO FACILITATE FASTER PAYMENT TO CONTRACTORS/ STORES SUPPLIERS, FOR BILLS / PURCHASE ORDERS PLACED BY EXECUTIVES / CONTROLLER OF STORES TRANSACTIONS WILL BE AS PER THE RESERVE BANK OF INDIA ELECTRONIC FUND TRANSFER SCHEME.

B E F E N I T S

1. Direct credit to the Contractor's / Supplier's Bank Account with intimation to the Contractor / Suppliers.
2. No postal delays or intermediate stages like receipt / despatch.
3. No collection / clearance charges.

Interested contractors / suppliers may please contact to details :-

A. Sr. AFA/IRPMU Phone no.011-23414059.

Interested contractors / suppliers are requested to come to collect the **MANDATE FORM** from Sr. AFA/IRPMU, North Central Railway, New Delhi which will contain the following details.

1. **NAME OF ORGANISATION & ADDRESS:-**
2. **MICR CODE OF BANK:-**
3. **BANK NAME:-**
4. **BRANCH NAME:-**
5. **BANK ADDRESS:-**
6. **BRANCH TELE/FAX No:-**
7. **BANK ACCOUNT No:-**
8. **TYPE OF ACCOUNT:-**

Signature & Stamp

Section – III

Chapter – 2

Schedule of Rates

Annexure-Z

Name of Work : Design, Supply, Installation, Alteration, Testing and Commissioning of Electronic Interlocking in Connection with provision of Additional loop at Govindpuri and doubling between Juhi-BZM.					
SN	Description of Item	Unit	Qty	Rate	Cost
Schedule A					
1	Installation, testing and commissioning of SSI equipment supplied and existing as per item No. - 1 of Schedule - B including transportation from Consignee's depot to site at Stations listed above.	Job	1	1400000.00	1400000.00
2	Earthing of SSI Equipment, Relay Racks and Power Equipment etc. to be done along with the supply of all requisite materials as per Signal Engineering Practice and RDSO guidelines.	Job	1	300000.00	300000.00
3	Training				
3.1	Technician/Jr Engineers/Sr. Engineers in Installation, commissioning , testing, trouble shooting and repairing including supply of hard copies of course modules	Man week	4	7502.63	30010.52
	Hard Copies of training documents will be supplied to each trainee				
	Sub Total for Schedule - A				1730010.52
	Tenderer to quote % above or below				
	Schedule B				
SN.	Description of Item	Unit	Qty	Rate	Cost
1	Design, manufacture and Supply of SSI System Complete as per Special Condition of Contract and Technical Specifications enclosed mainly consisting of Microprocessor Equipment, Interface Equipment,Control and Indication Panel, Relays, Interconnecting Cables, alteration in maintenance terminal & Data Logger logic and diagram, Racks,Fixtures,Mounting Arrangements and Accessories necessary to make SSI system functional for above Juhi Station .List of Various modules,Sub assemblies and other stores,if any with unit rate,quantity and total cost are detailed in Annexure B/1.	No	1	16288033.20	16288033.20
2	Supply of Essential Spares as per Annexure B/2.	No	1	960373.73	960373.73
	Sub Total for Schedule - B				17248406.93
	Tenderer to quote % above or below				
	Summary				
	Total Cost Schedule A + Schedule B				18978417.45

Annexure -B/1						
Sub Item Details of Item No 1 of Schedule-B						
S.N.	Cards/Equipments	Unit	Quantity	Rate	Cost	Inspection
1.1	INTERLOCKING EQUIPMENT	Nos.				
1	MLK - II Cardfiles	No	12.00	99,578.50	11,94,942.00	RDSO
2	MLK - II CPU PCBs	No	12.00	1,73,736.25	20,84,835.00	RDSO
3	MLK - II PS PCBs	No	12.00	91,108.75	10,93,305.00	RDSO
4	MLK - II Vital Input PCB	No	10.00	64,624.25	6,46,242.50	RDSO
5	MLK - II O/P PCB	No	12.00	61,444.50	7,37,334.00	RDSO
6	MLK - II Non - Vital I / O PCB	No	18.00	75,762.00	13,63,716.00	RDSO
7	VCOR Relay	No	12.00	91,108.75	10,93,305.00	RDSO
8	VCOR Relay Base	No	12.00	6,992.00	83,904.00	RDSO
9	Address Select PCB - 48 Pin	No	12.00	5,296.90	63,562.80	Consignee
10	Address Select PCB - 96 Pin	No	18.00	6,992.00	1,25,856.00	Consignee
11	CPU EEPROM PCB	No	12.00	6,146.75	73,761.00	Consignee
12	1 Wide Blank front panel assembly	No	126.00	2,438.00	3,07,188.00	Consignee
13	PCB keying plug	No	540.00	22.80	12,312.00	Consignee
14	48 Pin Connector Housing Assy	No	72.00	1,322.50	95,220.00	Consignee
15	48 Pin Connector Guide Element	No	72.00	632.50	45,540.00	Consignee
16	96 Pin Connector Housing Assy	No	18.00	1,270.75	22,873.50	Consignee
17	96 Pin Connector Guide Element	No	18.00	632.50	11,385.00	Consignee
18	48 Pin Female Connector	No	72.00	316.25	22,770.00	Consignee
19	48 Pin Female Crimp contact	No	1580.00	32.20	50,876.00	Consignee
20	96 Pin Female Connector	No	18.00	529.00	9,522.00	Consignee
21	96 Pin Female Crimp Contact	No	1260.00	21.28	26,806.50	Consignee
22	SYNC PCB(MDSC)	No	12.00	1,46,391.20	17,56,694.40	RDSO
23	COMMS PCB	No	10.00	1,37,780.40	13,77,804.00	RDSO
24	On Line UPS for computer	No	2.00	12,880.00	25,760.00	Consignee
25	230 V/110 V Lightning Arrestors	No	6.00	4,427.50	26,565.00	Consignee
26	12V Lightning	No	10.00	5,175.00	51,750.00	Consignee

27	24 V Lightning	No	10.00	5,175.00	51,750.00	Consignee
28	Isolators	No	4.00	9,315.00	37,260.00	Consignee
29	DC-DC Convertors for MLK Cardfile	No	36.00	13,225.00	4,76,100.00	Consignee
30	Prewired Microlok Rack with accessories	No	6.00	80,327.50	4,81,965.00	Consignee
31	Relay Rack with Accessories	No	3.00	26,484.50	79,453.50	Consignee
32	Termination Rack	No	1.00	16,905.00	16,905.00	Consignee
33	Alteration and wiring of existing panels including supply of dominos, counters, buttons, LEDs and wiring materials as required. The circuits designing for alterations to be done by the contractor and supply to railways. (big yard having alteration in four zones).	No	2.00	100000.00	2,00,000.00	Consignee
34	Industrial grade PC and 21" TFT Monitor	No	2.00	160000.00	3,20,000.00	Consignee
35	Computer (operator Console) 43" Plasma Screen	No	1.00	200000.00	2,00,000.00	Consignee
36	Dot Matrix Printer	No	1.00	19600.00	19,600.00	Consignee
37	PC based work station	No.	1.00	117600.00	1,17,600.00	Consignee
38	Consumable manufacturing such as Indoor connecting Cables Power	No.	2.00	108800.00	2,17,600.00	Consignee
39	Consumable like crimp connectors, terminals, cable trays and cable assembly accessories		2.00	127325.00	2,54,650.00	Consignee
40	Design for Alteration in datalogger bitchart ,yard diagram , validation of bits testing and comissioning.	No.	1.00	150000.00	1,50,000.00	Consignee
41	Communication Materias/equipment for interfacing operating console, maintenance console, data logger and allied engineering					
41.1	Managed Ethernet switch	No.	4.00	73515.00	2,94,060.00	Consignee
41.2	Communication accessories	Lot	1.00	58012.50	58,012.50	Consignee
41.3	Communication Rack	No.	1.00	56745.00	56,745.00	Consignee
41.4	Serial to Ethernet Converter	No.	1.00	34320.00	34,320.00	Consignee
41.5	Serial to Ethernet Converter for diagnostic	No.	3.00	47287.50	1,41,862.50	Consignee
42	ECR Universal for LED Signals	No.	40.00	4158.00	1,66,320.00	Consignee
43	Design of SSI System for alterations(Big yard)	No.	1.00	510000.00	5,10,000.00	Consignee
	Total				16288033.20	

Annexure -B/2						
Sub Item Details of Item No 2 of Schedule-B						
S.N.	Cards/Equipments	Unit	Quantity	Updated rate	Cost	
2.1	INTERLOCKING EQUIPMENT	Nos.				
1	MLK - II Cardfiles	No	1.00	99,578.50	99,578.50	RDSO
2	MLK - II CPU PCBs	No	1.00	1,73,736.25	1,73,736.25	RDSO
3	VCOR Relay	No	2.00	91,108.75	1,82,217.50	RDSO
4	VCOR Relay Base	No	2.00	6,992.00	13,984.00	RDSO
5	Address Select PCB - 48 Pin	No	4.00	5,296.90	21,187.60	Consignee
6	Address Select PCB - 96 Pin	No	2.00	6,992.00	13,984.00	Consignee
7	CPU EEPROM PCB	No	2.00	6,146.75	12,293.50	Consignee
8	1 Wide Blank front panel assembly	No	3.00	2,438.00	7,314.00	Consignee
9	PCB keying plug	No	4.00	22.80	91.20	Consignee
10	48 Pin Connector Housing Assy	No	4.00	1,322.50	5,290.00	Consignee
11	48 Pin Connector Guide Element	No	2.00	632.50	1,265.00	Consignee
12	96 Pin Connector Housing Assy	No	2.00	1,270.75	2,541.50	Consignee
13	96 Pin Connector Guide Element	No	4.00	632.50	2,530.00	Consignee
14	48 Pin Female Connector	No	4.00	316.25	1,265.00	Consignee
15	48 Pin Female Crimp contact	No	2.00	32.20	64.40	Consignee
16	96 Pin Female Connector	No	2.00	529.00	1,058.00	Consignee
17	96 Pin Female Crimp Contact	No	1.00	21.28	21.28	Consignee
18	SYNC PCB(MDSC)	No	1.00	1,46,391.20	1,46,391.20	RDSO
19	COMMS PCB	No	2.00	1,37,780.40	2,75,560.80	RDSO
	Total				960373.73	