



**INDIAN RAILWAYS PROJECT MANAGEMENT UNIT**

**Local office: Office of Deputy Chief Signal & Telecommunication Engineer-I,  
Old Microwave Building, Juhi, Kanpur**

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

**TENDER DOCUMENT**

**for**

‘Signalling works of design, installation, testing and commissioning of Electronic Interlocking alterations at Bhaupur and Panki –Bhaupur automatic block section for Phase commissioning of Third line between Panki & Bhaupur stations in Kanpur-Etawah section of Allahabad division of North Central Railway’.

Tender No. IRPMU/S&T/CNB/PNK-BPU 3rd line (Phase)/Design/10/T7 Dated 08.06.10

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## TOP SHEET

- 1) Tender Notice No: Tender No. IRPMU/S&T/CNB/PNK-BPU 3rd line (Phase)/ Design/10/T7 Dated 08.06.10
- 2) Name of Work: ‘Signalling works of design, installation, testing and commissioning of Electronic Interlocking alterations at Bhaupur and Panki –Bhaupur automatic block section for Phase commissioning of Third line between Panki & Bhaupur stations in Kanpur-Etawah section of Allahabad division of North Central Railway’.
- 3) Approximate Cost : Rs. 16,97,500/-
- 4) Completion period : Two months.
- 5) Earnest Money : Rs. 33,950/-
- 6) Date of opening : 14<sup>th</sup> July’ 2010 at 15.00 Hrs. in office of Deputy Chief Signal & Telecommunication Engineer-I, Old Microwave Building, Juhi, Kanpur.
- 7) Cost of Tender document : Rs. 5000/- (Rs. 5500/- 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

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## TENDER NOTICE

Dy Chief Signal & Telecom Engineer-I/IRPMU, Old Microwave building, North Central Railway, Juhi, Kanpur, for and on behalf of the President of India, invites sealed open tender on the prescribed forms for the under noted work:-

Tender No.	Name of Work	‘Signalling works of design, installation, testing and commissioning of Electronic Interlocking alterations at Bhaupur and Panki –Bhaupur automatic block section for Phase commissioning of Third line between Panki & Bhaupur stations in Kanpur-Etawah section of Allahabad division of North Central Railway’.
Tender No. IRPMU/S&T/ CNB/PNK-BPU 3rd line (Phase)/Design/10/T7 Dated 08.06.10	Approximate Cost	16,97,500/- (Sixteen Lakhs Ninety Seven Thousand Five Hundred Rupees only)
	Earnest Money	33,950/- (Thirty Three Thousand Nine Hundred Fifty Rupees only)
	Completion Period	02 (Two months) from the date of issue of letter of acceptance.
	Last Date and Time of submission and opening of Tender	14-07-10 up to 14.00 Hrs and will be opened at 15.00 Hrs on the same day in the office of Dy CSTE-I/IRPMU, Old Microwave Building, N C Railway, Juhi, Kanpur.
	Validity of Offer	90 days
	Date From Which Tender Documents will be Available for Sale.	12-06-2010 to 13-07-2010 from 10.30 Hrs. to 16.00 Hrs. on every working day in the office of Dy CSTE-I/IRPMU, Old Microwave Building, N C Railway, Juhi, Kanpur.

### **Tenders without earnest money will be summarily rejected.**

Further particulars and tender form can be received from the office of Dy CSTE-I/IRPMU, Old Microwave Building, N C Railway, Juhi, Kanpur, on any working day on furnishing a Demand Draft in favour of Dy FA & CAO/IRPMU/New Delhi, of Rs. 5000/- (Rs. Five Thousands only) per set and Rs. 5500/- per set if required by post. Cost of the Tender documents is non-refundable and Tender documents are non-transferable.

### ***Minimum Eligibility Criterion***

I. Tenderer(s) should have successfully executed during last three financial years (i.e. current year and three previous financial years), at least one work of similar nature\* of not less than 35% of the value of the present tender.

II. As proof of sufficient financial capacity and organizational resources, contractor should have received total contract amount during the last three financial years and in current year a minimum of 150% of the advertised value of work. As a proof of these qualifying criteria, the tenderer should submit the audited balance sheet duly certified by Chartered Accountant or attested certificates from the employer/ client.

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**(\*) Definition of Similar Nature Works:**

“Any work involving application data designing and VDU database designing for interfacing with Electronic Interlocking.”

Tender Forms complete in all respect with all credentials duly sealed in an envelope and mentioning the name of work, should be deposited in the tender box allotted for the purpose in the office of Dy CSTE-I/IRPMU, Old Microwave Building, N. C. Railway, Juhi, Kanpur. Tender duly sealed in the prescribed manner can also be sent through registered post so as to reach in the office of Dy CSTE-I/IRPMU, Old Microwave Building, N C Railway, Juhi, Kanpur, 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 NCR website [www.ncr.railnet.gov.in](http://www.ncr.railnet.gov.in), [www.tenders.gov.in](http://www.tenders.gov.in) and IRPMU website [www.irpmu.railnet.gov.in](http://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.5000/-) as per instructions 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 reserves the right to reject such tender at any stage, besides, shall suspend the Business for one year.*

Dy CSTE-I/IRPMU/NCR/Kanpur  
For and on Behalf of President of India

No.: IRPMU/S&T/CNB/PNK-BPU 3rd line (Phase)/Design/10/T7      Dated: 08-06-2010

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## PREAMBLE

1	Tender Notice No. No.: IRPMU/S&T/CNB/PNK-BPU 3rd line (Phase)/Design/10/T7 Dated 08.06.10
1.1	Name of work: ‘Signalling works of design, installation, testing and commissioning of Electronic Interlocking alterations at Bhaupur and Panki –Bhaupur automatic block section for Phase commissioning of Third line between Panki & Bhaupur stations in Kanpur-Etawah section of Allahabad division of North Central Railway’.
1.2	General Conditions of the Contract, instructions to tenderer and Special Conditions of the Contract shall govern the tender. Wherever Preamble differs from Special Conditions, General Condition or Instruction to Tenderer, the provisions of Preamble shall override. Wherever Special Conditions of Contract differ from General Conditions of Contract and instructions to tenderer, the provisions of Special Conditions of Contract shall override.
1.2	Please note that a clause-by-clause compliance/deviation statement has to be submitted by the bidder mentioning specifically the page no of his offer file on which the documentary evidence of their compliance of the following clause is placed.
2	<b>SCOPE OF WORK:</b>
2.1	‘Signalling works of design, installation, testing and commissioning of Electronic Interlocking alterations at Bhaupur and Panki –Bhaupur automatic block section for Phase commissioning of Third line between Panki & Bhaupur stations in Kanpur-Etawah section of Allahabad division of North Central Railway’.
2.1.1	<p>a) Panki is a major yard (near Kanpur) with electromechanical signaling and Bhaupur is a 4 line station with Electronic Interlocking.</p> <p>b) Panki-Bhaupur section (approx. 9 Kms) is at present double line section with one line used as Up line while the other as Down line. The signaling arrangement in the section is as under:</p> <ul style="list-style-type: none"><li>- EI based (US&amp;S MLKII) Automatic signaling on both the lines.</li><li>- Dual track detection using UM71 audio frequency track circuit (AFTC) and Alcatel make (AzLM) MSDAC in parallel.</li><li>- LED type signals provided every one Km.</li><li>- Section has 3 prefabricated huts (called Line side cabinets) housing EIs to control the signalling.</li></ul> <p>c) The new work involves “Provision of Third Line between Panki and Bhaupur”. This line will be used as another Up line. In the Phase work, this Third line (new line) will be connected to existing Shunting neck at Panki and to existing Up Loop line at Bhaupur. The line will be used as Up line for Goods movement from Panki to Bhaupur and will have absolute block working.</p> <p>d) The scope of work in the tender includes:</p> <ol style="list-style-type: none"><li>1. Design of application data for Bhaupur station EI as per new layout – tentative drawing attached.</li><li>2. Design of application data for Panki-Bhaupur automatic section – Electronic Interlocking at Bhaupur Auto block East, LSC103, LSC105 and Panki Auto block West will be changed. Tentative drawing attached. Though, changes in Panki yard in the drg. have been shown for clarity, the design of PNK ABW will only involve use of Advance starter 1 and at the most some DC track circuit inputs for LX83 warning. No design change is involved at LSC104.</li><li>3. Bhaupur VDU Database design as per new layout. The change of VDU database at Panki West Outer cabin is beyond the scope of the tender.</li><li>4. Indoor installation involving fixing of relays, terminal, fuses etc.; all indoor wiring - from</li></ol>

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	<p>CT rack to relays, relays to MLK II etc. Supply of all consumables such as wiring material, phoenix terminals, fuses, tranzorbs and diodes etc. is within scope of the tenderer.</p> <ol style="list-style-type: none"> <li>5. Providing set up for Testing of data at Factory premises including trained manpower to conduct the tests.</li> <li>6. Correcting the data as per test reports and taking fresh approvals.</li> <li>7. Supply of design documents for approval, installation, wiring, testing and for records.</li> <li>8. Arranging Simulation panel, providing trained manpower for testing the data at site.</li> <li>9. Commissioning support including sufficient trained personnel to load the application data, final functional testing during commissioning, providing post commissioning support for at least 48 hours to meet any eventuality.</li> <li>10. Supply of 'As built documents' after commissioning.</li> </ol>
2.1.2	<p><b>RAILWAY SUPPLY</b></p> <p>Tenderers' special attention is invited to the list of materials to be supplied/ arranged by the Railways for commissioning of the system. Railways will provide a copy of approved Signal Interlocking plan (SIP) for the work for undertaking application data design logic and Interface design.</p> <p>Any items that if required to be supplied by Railways will be done so from the stores of Sr. Section Engineer/Sig/IRPMU/Juhi/Kanpur.</p>
2.1.3	<p><b>CONTRACTOR'S SUPPLY</b></p> <ol style="list-style-type: none"> <li>1. Design copies of Application data design &amp; Interface diagrams.</li> <li>2. 'As built' copies of Interface diagrams and Application data design in 6 sets – both soft copy and hard copy.</li> <li>3. All the consumables required for phase installation and commissioning such as phoenix terminals, wire coils, power cables, connectors, I/O cables, fuses, fuse terminals, diodes/tranzorbs etc. shall be supplied by the contractor. The relays required for Indoor installation work will be supplied by railways.</li> </ol> <p>i) <u>Inputs to be supplied by Railways</u></p> <ol style="list-style-type: none"> <li>a) Approved Signalling and interlocking Plan for the work</li> <li>b) Existing Application Logic and Interface diagrams of stations/LSCs/Auto blocks of Bhaupur, Panki and Panki-Bhaupur auto block.</li> <li>c) Any other information, required for facilitation of proper Design and Drawing work.</li> </ol> <p>ii) <u>Deliverables</u></p> <ol style="list-style-type: none"> <li>a) Interface Diagrams</li> <li>b) Application Logic</li> </ol>
2.2	<p><b>SERVICES</b></p> <p>Proper arrangement should be made to hand over the drawings in the office of Dy CSTE-I/Project/IRPMU/Kanpur. After approval of the drawings/documents same should be collected back from the office.</p>
2.2.1	<p>The supply of materials shall be as per schedule of work. However, the quantities taken in the schedule are based on Railways' past experience. The tenderer may give the quantities of equivalent items in addition to Railways items. As described earlier also, the change in quantity after acceptance of tender will be acceptable only if the requirement of Railways change.</p>
2.3	<p>Tenderer should note that the material/equipment/design documents supplied are complete and compatible to requirements.</p>
2.4	<p>Work to be done by the Railways:</p> <ol style="list-style-type: none"> <li>a) Approval of designs and indoor material.</li> </ol>

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	b) All the outdoor works and Indoor works (up till CT Rack) are being got executed by Railways through a different agency, and are beyond the scope of the present tender. Theoretically, for the purpose of this tender, these works may be treated as being done by Railways.
2.5	The tenderer shall undertake study / survey of signalling systems / practices used in North Central Railway and make his own arrangement of drawings/documents so as to make the entire system successful / functional.
3.0	TECHNICAL SPECIFICATION
3.1	<p>DESIGN</p> <p>i) Standards to be followed: All designs shall be prepared on CAD following General Signalling principles and North Central Railway practices.</p> <p>ii) The application data and Interface circuits of the existing yards will be made available by the Railways.</p> <p>iii) The new yard for which application data and Interface circuits are to be designed is attached with the tender document. It may, however, be noted that the purpose of the attachment is to give the tenderer some idea of the quantum of work. The contractor should collect signed copy of the SIP before starting the work from the office of Dy CSTE-I/IRPMU/CNB.</p> <p>iv) The contractor should have at least 2 levels of internal check, production check and Independent check followed by review of design at Design manager's level before submitting design for IRPMU's approval.</p> <p>v) All the designs – application data and Interface circuits – will be approved by IRPMU. The onus of delivering safe design will, however be of the contractor. IRPMU's role will be limited to 'in principle' approval only.</p> <p>vi) If any design deficiency is noted at any stage before and after commissioning (within warranty period) due to any reason whatsoever, the contractor will arrange to correct/alter the changes, install, Test (FAT &amp; SAT) and commission the changes free of cost. This would be especially so, when a change is demanded by the Open line railways, a situation beyond control of IRPMU. Any arguments on whose account it is will not be accepted. The contractor should bid keeping these risks in mind.</p> <p>vii) The above guidelines would be applicable while designing application data and database design for VDU at Bhaupur as per Item 1 of the 'Schedule of requirement'.</p>
3.2	<p>DESIGN DOCUMENTS</p> <p>i). <u>Procedure for approval</u></p> <p>a) First Tentative drawings (Red and Green copies) in 2 sets will be submitted at IRPMU HQs for approval.</p> <p>b) IRPMU will return one copy after correction and retain one copy for their records.</p> <p>c) After correction, the contractor will issue 2 sets of corrected Red and Green copy of only affected sheets.</p> <p>d) Steps 2 &amp; 3 will repeat till the drawings are approved by IRPMU/HQs.</p> <p>e) After the drawings are approved, the final Red &amp; Green copy and a Master copy prepared from red) will be signed off at IRPMU/HQs.</p> <p>ii) <u>Issue of copies</u></p> <p>1. The Master copy of Application Logic and Interface diagram will be submitted in IRPMU/HQs.</p> <p>2. The true copy of 'Red and Green copy' Interface will be prepared as under:</p> <p>a) One copy for Field staff - Dy CSTE/IRPMU/CNB</p> <p>b) One copy to contractor's field staff for wiring marked 'Construction copy'.</p> <p>3. Copies will be prepared out of Master copy of Interface diagrams and sent one each to</p>

	<p>Dy CSTE/IRPMU/CNB (Field unit) and to Contractor's field representative marked 'Testing copy'.</p> <p>4. The Testing copy will be signed by IRPMU and Contractor's representative after carrying out the Bell test, before and after commissioning. It will be handed over by the contractor in Dy CSTE/IRPMU/CNB's office.</p> <p>Supply of design documents as stipulated in Item 3 of the 'Schedule of requirement' will be in accordance with above procedure.</p>
3.3	<p><b>'AS BUILT' DOCUMENTS</b></p> <p>A copy of the 'Testing copy' will be made and sent by the contractor to its design department for updating. The original tracing will be corrected to reflect the commissioning changes and signed off. Original tracing along with 6 sets of hard copy (and soft copy in CD) of the Application logic and Interface circuits for complete station/auto (all sheets) will constitute 'As built' documents for the purpose of supply to IRPMU in accordance with Item 3 of the 'Schedule of requirement'.</p>
3.4	<p><b>INSTALLATION TESTING &amp; COMMISIONING</b></p> <p>i) The Installation will involve fixing of relays, terminal, fuses etc.; all indoor wiring - from CT rack to relays, relays to MLK II etc.</p> <p>ii) Supply of all consumables such as wiring material, phoenix terminals, fuses, trazorbs and diodes etc., any other material required to complete the work will be made by the contractor. Only relays for the work will be supplied by the Railways.</p> <p>iii) The contractor will arrange trained personnel to carry out the wiring inside the SER/LSC.</p> <p>iv) Any wiring alteration should be carried out by the contractor under supervision of railway personnel only.</p> <p>v) The contractor should arrange the required T&amp;P to work on the Microloks, other equipment.</p> <p>vi) The wiring should be carried out strictly in accordance with 'Wiring copy' in Red and Green, as approved by IRPMU.</p> <p>vii) The FAT set up for testing the application data and VDU database will be provided by the contractor at his premises. The FAT will be carried out by contractor's trained manpower in the presence of railway personnel. The FAT will be conducted for complete data and not the data which is altered. The contractor will make good any design deficiency as revealed in the FAT. After removal of all design deficiencies, and successful completion of FAT, IRPMU officials will approve the FAT by issuing FAT certificate.</p> <p>viii) The contractor will be responsible for providing all set up for conducting SAT. The trained manpower for carrying out SAT will be provided by the contractor. The SAT will be carried out in the presence of railway personnel. The SAT will be conducted for complete data and not the data which is altered. The contractor will make good any design deficiency or Indoor installation defect as revealed in the FAT. After removal of all design deficiencies, and successful completion of SAT, IRPMU officials will approve the SAT by issuing SAT certificate.</p> <p>ix) The contractor will provide sufficient trained manpower to ensure smooth commissioning during limited block period, without affecting the traffic. During commissioning, the contractor should also keep his design team ready in the office to provide design changes, if required by the site personnel.</p> <p>x) Post commissioning, the system will be under intensive supervision of railway personnel. During this period, the contractor should also arrange to keep his trained staff at site for providing all assistance to meet any eventuality.</p> <p>The installation, testing and commissioning as stipulated in Item 2 of the 'schedule of requirement' will be in accordance with above instructions.</p>

3.4.1	<p><b>INTERCONNECTION/WIRING</b></p> <p>Wiring of relay racks shall be carried out as per Interface diagram prepared by the contractor and approved by the Railways.</p> <p>Interconnection between terminal racks / boards and relay racks shall be carried out by providing ladder arrangements/using existing ladder arrangement or by any other arrangements as instructed by Railway representative.</p> <p>It shall be possible to identify wires to all terminals by means of non- metal tag corresponding to the circuit and wiring plan. Contractor may adopt any other means subject to approval of the Railways. Tag shall be applied in such a manner that if a wire is removed from the terminal, the tag will remain on the wire.</p> <p>Where practicable the tags or labels shall be securely fastened adjacent to the terminals or suitably painted so that the number can be easily read.</p> <p>Contact numbering for the relays shall be made by the contractor as per the circuit diagram approved by the railway and type of relay proposed to be used on the installation.</p> <p>No joints are permitted in the connection wires.</p> <p>Wiring in relays housing shall be uniform for like apparatus through out the installation.</p> <p>Wiring inside rack for relays plug in type (Metal to Carbon) shall be done with " PVC insulated unsheathed flame retarding type single core flexible wire 1100V grade having 16/0.2mm annealed copper conductor and nominal cross sectional area of 0.5 Sq. mm of common colour code to the specification IS: 694".For wiring these relays the above wires shall be terminated on eyelet /lugs of standard design.</p> <p>After testing, the loose wires on the cable ladder shall be neatly bunched and laced with twin black. The contractor shall adopt suitable colour code for wiring as required by the Engineer in-charge. Spare conductors to an extent of 10% are to be provided on the interconnecting wire runs for future developments in case of multi-core cable are used.</p> <p>After the complete testing by the Engineer in-charge and before commissioning the installation, the contractor shall arrange necessary sealing leads and wires for sealing the relays.</p> <p>The nomenclature of each relay shall be painted both in front and rear side of each relay with contact configuration. The relay index sheet duly painted of details of relay and their position in the relay rack shall be manufactured out of Decolum /Nova pan sheet and fixed in the relay room. All the relays to be plugged shall be checked visually and defect if any, noticed shall be replaced, duly reporting the same to the Railways. As made relay rack wiring and contact chart of all relays shall be prepared in linen/polyester sheets, duly signed and handed over to Railways for preparation of handing -over documents to maintenance organisation. Suitable arrangements shall be made in the relay rack for fixing condenser and resistance unit, required for slow to release feature. Letter painting shall be made against each unit to identify circuit for which it is used.</p>
3.4.2	Testing and commissioning consists of final testing of selection circuits, testing of cables,

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	<p>testing of track circuits, points, signals as per SEM, and final commissioning of the entire signalling arrangements for traffic use. All the alterations for improving safety shall be carried out before commissioning as required by the Railways. The contractor shall first test the equipment at his own level, followed by testing done jointly with Railways. Testing charges will be borne by the contractor. The contractor shall provide test panel for testing at his own cost. The different stages and procedures for testing of indoor under outdoor equipment are given below as guidance.</p> <p>Stage I: Testing of the interlocking  Stage II: Testing of the outdoor gears, i.e. Points, signals, track circuits, LC gates, etc.  Stage III: Commissioning of system by connecting the outdoor gears to the panel.</p>
3.4.3	<p><u>Testing the Interlocking</u></p>
3.4.3.1	<p>a) <u>Connecting the Simulation panel</u></p> <p>It shall be possible to simulate all TPRs, NWKR/RWKR, CHLRs, KLCRs, LXCPRs etc., from the simulation panel by energizing all the relays.</p> <p>It is desirable to have the simulation panel adjacent to LCP-VDU so that the panel indication can be observed simultaneously while testing.</p> <p>Connecting simulation panel:</p> <p>Simulation panel consists of two Boards</p> <p>Board No.1: It depicts the yard (painted) with points, track circuits, LC gates and slots. Switches are fixed on the board to simulate the conditions of the points, track circuits, interlocked LC gates, slots etc.</p> <p>Track circuit switches are fixed on the track. Point control switches are fixed nearer to the points, for small yards. For major yards the switches are grouped as point switches and track circuit switches. Functions requiring ON and OFF switch (with make and break facility i.e. two wires only.) with facility to pick up a relay in one position and drop the same in other position.</p> <p>Example: Switch OFF - Track Down- TPR dropped. Switch ON - Track pick up - TPR picked up.</p> <p>For controlling the following function the above type switches shall be used. :-i) Track circuits, ii), Siding point, iii) Crank handle, iv) Slot v) LC gate</p> <p>Points require On and OFF switches with facility to pickup conflicting relays i.e. NWKR and RWKR) in two positions. (These switches require three wires.)</p> <p>Board No.2: To simulate the signals the electric bulbs are used as dummy loads for the ECRs to pick up and also to observe the aspect of the signals during testing.</p> <p>Wiring simulation panel to the relay room side wiring at MDF:</p>

	<p>Disconnect all the links on cable termination rack. Wires from the switches are connected to the relay room side termination. Similarly the wires from simulation panel board. No. 2 consisting of lamps are connected to the relay room side termination.</p> <p>0.6 mm multi-core cable is used for wiring the simulation boards. To reduce the voltage drop, more conductors are used for supply taken to the test panel and also to the negative since common return is used.</p>
3.4.3. 2	<p>b) Testing of Relay Interlocking consists of:</p> <p>Wire to wire bell-test of all sheets before soldering and after soldering. Plugging of all relays as per contact configuration.</p> <p>Simulation of track, points etc. from simulation panel. Clearing the signals from local control panel and carrying out the following tests (as per table of control)</p> <ul style="list-style-type: none"> <li>- Negative tests</li> <li>- Dead/Approach locking tests Route/Back locking tests</li> <li>- Testing of conflicting signals</li> <li>- Other circuits' viz., KLCR, LXPR etc.</li> </ul>
3.4.3. 3	<p>c) Testing the Outdoor gears – <i>Not within the scope of contract</i></p> <p>Testing of outdoor gears - Signals- Motor operated points - Track circuits- Axle counters- LC gates (Interlocked).</p>
3.4.4	<p><u>Commissioning</u></p> <p>Commissioning consists of correspondence test of signals, points, and track circuits with the control panel indications.</p> <p>Check up all signals aspects by directly feeding from cable termination rack (110V AC).</p> <p>Check up operation of points from CT rack and check whether NWRR/RWKR incoming feed is available (by connecting 24V DC to WI, W2, W3 &amp; W4 as explained earlier).</p> <p>Check up the incoming feed of TPRs in the C.T. Rack. The above checking will confirm the pairing of cable conductors.</p> <p>Remove the wiring connection of simulation board on cable termination rack and make through the links of all TPRs, WKR and signal circuits.</p> <p>First test the points from panel/cabin individually and conduct all tests discussed earlier including track locking test, correspondence between point position and NWKR/RWKR in relay room.</p> <p>Check whether all TPRs have picked up and check up the panel indication by individually by dropping each track circuit correspond correctly.</p> <p>Check whether all other required relays viz., CHLR, LXPR, KLCR have picked up.</p> <p>Test all the signals from panel/cabin</p> <p>Check the correspondence between relay room and signal aspects which, is most important:</p>

	<p>For checking the aspects of home signals, distant signals, staff (not below the rank of ESM) shall be deputed to site with walkie-talkie or Magneto telephone and check the correspondence.</p> <p>Remove the signal bulb at site of every aspect and check whether indication disappears on the panel and ECR drops in the relay room.</p> <p>Sealing of equipment where required shall be done.</p> <p>Entries shall be made in the signal history register regarding new S&amp;T assets commissioned.</p>																																		
4.0	Minimum eligibility criteria																																		
4.1	<p>I. Tenderer(s) should have successfully executed during last three financial years (i.e. current year and three previous financial years), at least one work of similar nature* of not less than 35% of the value of the present tender.</p> <p>II. As proof of sufficient financial capacity and organizational resources, contractor should have received total contract amount during the last three financial years and in current year a minimum of 150% of the advertised value of work. As a proof of these qualifying criteria, the tenderer should submit the audited balance sheet duly certified by Chartered Accountant or attested certificates from the employer/ client.</p> <p><b>(*) Definition of Similar Nature Works:</b>  “Any work involving application data designing and VDU database designing for interfacing with Electronic Interlocking.”</p>																																		
4.2	<p>Experience, Expertise, Infrastructure &amp; Human Resource Availability with the Tenderer(s)</p> <p>a) Tenderer should submit details of works to qualify similar nature of the work,  b) list of works in hand,  c) list of infrastructure and  d) List of qualified staff to execute signalling work.</p>																																		
4.3	<p>a) The tenderer(s) should submit the details of experience in works of similar nature in following proforma –</p> <p>List of Works Completed</p> <table border="1"> <thead> <tr> <th rowspan="2">Description of Work</th> <th rowspan="2">Organization for whom executed</th> <th rowspan="2">Approx. value of contract at the time of award</th> <th rowspan="2">Date of award</th> <th rowspan="2">Date of scheduled completion of work</th> <th colspan="2">Date of actual</th> <th rowspan="2">Final value of contract</th> </tr> <tr> <th>Start</th> <th>Completion</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Description of Work	Organization for whom executed	Approx. value of contract at the time of award	Date of award	Date of scheduled completion of work	Date of actual		Final value of contract	Start	Completion																								
Description of Work	Organization for whom executed						Approx. value of contract at the time of award	Date of award		Date of scheduled completion of work	Date of actual		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	Date of Award
4.4	The tenderer shall provide a satisfactory evidence acceptable to the Railway to show that he or his consortium/collaboration partner – Not applicable		
4.5	Further information regarding capacity and capability, if required by the Railway, shall be promptly furnished by the tenderer and he would offer all facilities to representative of Railway for assessing capacity and capability by visit to his works/office.		
4.6	Offer of the tenderer(s) not submitting the requisite information is liable to be ignored.		
4.7	The tenderer(s) shall have adequate telecom facilities, computer and data network facilities, transport arrangement, construction machineries, tools and plants etc. for smooth execution of the project.		
4.8	The tenderer (s) shall furnish such documents as to establish the financial soundness of his company.		
5	Supply Schedule The time schedule for the entire work is of utmost importance. The entire work is required to be fully completed within 2 months from date of issue of Letter of Acceptance (LOA).		
5.1	The broad time schedule for: a) supply of the drawings/documents (as per Schedule of Works) shall be as follows: i) Submission of design of application data & Interface diagrams – within 15 days of issue of LOA ii) Approval of designs by IRPMU – Within 7 days of submission. iii) Completion of FAT – within 30 days of issue of LOA. iv) Completion of SAT – within 40 days of issue of LOA. b) Completion of indoor installation – within 30 days of issue of LOA.		
5.2	The contractor shall depute adequate no. of competent Engineers / qualified staff to complete the drawings/documents. The entire work including supply should be completed within 8 months of the issue of the letter of Acceptance.		
6	INSPECTION AND TEST		
6.1	Inspection of the material used for drawings/documents will be consignee. The Indian Railway Project Management Unit shall nominate the Inspecting Officers.		
7	PACKING AND FORWARDING		
7.1	The contractor shall pack at his own cost the stores sufficiently and properly for transit by rail/road, air and/or sea as provided in the contract so as to ensure their being free from loss or damage on arrival at their destination.		
7.2	All containers (including packing cases, boxes, tins, drums and wrappings) in which the contractor supplies the stores shall be considered as non-returnable and their cost as deemed to have been included in the contract price.		
7.3	The Contractor at his own expense shall mark each bale or package delivered under the		

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	contract. Such marking shall be distinct (all previous irrelevant marking being carefully obliterated) and shall clearly indicate the description and quantity of the stores, the name and address of the consignee, the gross weight of the package and the name of the contractor with a distinctive number of mark sufficient for the purpose of identification. All markings shall be carried out with such material as may be found satisfactory by the inspecting officer as regard quickness of drying, fastness and indelibility.
7.4	Materials & Equipment meant for each station shall be packed in separate boxes and marked with the name of station, consignee and railway.
7.5	The inspecting officer may reject the stores if the stores are not packed and/or marked as aforesaid and in case where the packing materials are separately prescribed, if such materials are not in accordance with the terms of the contract. Such rejection of the stores by the Inspecting Officer shall be binding on the Contractor.
7.6	Each bale or package shall contain note specifying the name and address of the Contractor the number and date of the acceptance of tender and the designation of the Controlling officer.
8	<b>SUPPLY AND CUSTODY OF MATERIAL</b>
8.1	All materials shall be supplied by the contractor at the stores Sr. Section Engineer/Sig./IRPMU/ North Central Railway /Juhi/Kanpur. The transportation of all material from the consignee's stores to site (station) for installation and commissioning shall also be the responsibility of the contractor at his own cost.
8.2	The contractor shall be entirely responsible and shall bear all expenses towards loading, transport, handling and unloading for all materials equipment, machines, tools and plants etc. from the source of supply to the store of Sr. Section Engineer/Sig./IRPMU/ North Central Railway /Juhi/ Kanpur. The responsibility for damage to any equipment during transportation and till it is taken over by Railways shall be that of the contractor.
9	<b>FUTURE DEVELOPMENT</b> The contractor shall supply to the railway free of charge all update, data and specifications that may result from developments effected by him or his collaborator in the period of currency of contract. The Railway reserves the right for such modified or improved versions in lieu of these originally quoted for, based on prices and other conditions mutually agreed upon.

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# Section – I

## Chapter – 3

### Schedule of Requirement of Quantities

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## SCHEDULE OF REQUIREMENT

Name of work: ‘Signalling works of design, installation, testing and commissioning of Electronic Interlocking alterations at Bhaupur and Panki-Bhaupur automatic block section for Phase commissioning of Third line between Panki & Bhaupur stations in Kanpur-Etawah section of Allahabad division of North Central Railway’.

S.No.	Description	Unit	Qty.	Rate	Amount
1	Design of application data and Interface circuits (including database design of Bhaupur VDU) for Electronic interlocking alterations to be carried out at Station/LSC/ Auto blocks in connection with phase commissioning of 3rd line between Panki and Bhaupur. Note: i) Quantity 5 nos. includes Bhaupur station, Bhaupur Auto block East, LSC103, LSC105 and Panki West outer cabin. ii) Bhaupur VDU database design is not a separate item, but is part of application data designs for Bhaupur station and Bhaupur ABE.	Per Stn/LSC/ AB	5	1,45,500	7,27,500
2	Installation, testing and commissioning support for alterations at Station/LSC/ Auto block.	Per Stn/LSC/ AB	5	1,45,500	7,27,500
3	Supply of design documents/‘As built’ documents as detailed in the Preamble.	Per Stn/LSC/ AB	5	48,500	2,42,500
	Schedule cost				16,97,500
				(Rupees sixteen lakhs ninety seven thousand five hundred only)	

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OFFER LETTER

To  
The President of India,  
Acting through Chief Administrative Officer/ (or his successor),  
IRPMU, N C Railway,  
Shivaji Bridge (IRCOT Complex), New Delhi.

Name of Work: ‘Signalling works of design, installation, testing and commissioning of Electronic Interlocking alterations at Bhaupur and Panki-Bhaupur automatic block section for Phase commissioning of Third line between Panki & Bhaupur stations in Kanpur-Etawah section of Allahabad division of North Central Railway’.

Sir, I/We ..... have read various conditions to tender hereto attached 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 Security Deposit. I / We offer to do this work as detailed below at the rates quoted below:

S. No	Schedule	Approximate Cost of Schedule	Rates quoted by the tenderer (% Above/ Below/At Par) (Both in figures and Words)	
1.	Schedule	Rs. 16,97,500 (Rupees sixteen lakhs ninety seven thousand five hundred only)	In Figures	ABOVE / BELOW
			In Words	

I/We hereby bind myself/ourselves to complete the work within the time limits specified in the conditions of Tender. I/We also hereby agree to abide by the General conditions of Contract with latest amendments and special conditions of Contract and to carry out the works according to the specifications of materials and works laid down by the Railway for present contract.

I/We declare that I/We have gone through the Rules, Regulations of Tender and Contract General Conditions, Special conditions, Technical specifications and other particulars embodied in Volume-2 and have fully understood and agree to abide by them.

Until a formal agreement is prepared and executed, acceptance of this Tender shall constitute, subject to modifications as may be mutually agreed to, a binding contract, between us and the President of India acting through the Chief Administrative officer, North Central Railway, New Delhi or the authority as indicated in the letter of acceptance of my/our offer for this work.

**SIGNATURE OF TENDERER [S]**

(Please affix your Seal also, if any)

Contractor's Address:

Date:

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# Section – II

## Chapter – 1

### Instructions to Tenderer & Conditions of Tendering

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## Instructions to Tenderer & Conditions of Tendering

### **1 GENERAL INSTRUCTIONS**

1.1 Tenders are invited on behalf of President of India acting through Chief Administrative Officer/ IRPMU, Shivaji Bridge, New Delhi from established and reliable contractors for the work:

‘Signalling works of design, installation, testing and commissioning of Electronic Interlocking alterations at Bhaupur and Panki –Bhaupur automatic block section for Phase commissioning of Third line between Panki & Bhaupur stations in Kanpur-Etawah section of Allahabad division of North Central Railway’.

1.2 The Preamble, Schedule of requirement of quantities, General Conditions of contract, Special Conditions of Contract, Instructions to tenderers and conditions of tendering, all Annexure & Forms etc. shall, hereafter, be collectively referred to as the "Tender papers".

1.3 Address of correspondence

(a) Prior to award of the contract:

Dy Chief Signal and Telecommunication Engineer - I (Dy CSTE-I),  
Indian railway project management unit (IRPMU),  
Old microwave building, North Central railway,  
JUHI, KANPUR - 208014  
Telephone No. +91 512 2653295, 9794864000 (mobile).

(b) After the award of the Contract:

Dy Chief Signal and Telecommunication Engineer –I (Dy CSTE-I),  
Indian railway project management unit (IRPMU),  
Old microwave building, North central railway,  
JUHI, KANPUR - 208014  
Telephone No. +91 512 2653295, 9794864000 (mobile).

### **2. INTERPRETATIONS**

The following terms wherever occurring in the tender papers and wherever used throughout the execution of the work, shall, unless excluded by or repugnant to the context, have the meaning attributed there to as follows: -

"CONTRACT" Means the Agreement or Work Order resulting from the acceptance by the Purchaser of this tender either in whole or in part.

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"CONTRACTOR" Means the successful Tenderer, i.e., the Tenderer whose Tender has been accepted either in whole or in part.

"CONTRACTOR'S REPRESENTATIVE" Shall mean 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.

"ENGINEER" Shall mean the Divisional Engineer/Divisional Electrical Engineer/Divisional Signal & Telecom. Engineer or the Assistant Engineers in executive charge of the Railway works and shall include the superior officers of the Railway. He is responsible for ensuring that all field works covered by the contract are carried out in accordance with approved designs, drawings and specifications and conditions of contract as agreed to.

"ENGINEER'S REPRESENTATIVE" Shall mean the Sr. Section Engineers/ Section Engineers in direct charge of the works of Signal & Telecom./Civil/Electrical Engineering department of Railway.

"EQUIPMENT" Means all or any equipment considered necessary by the Purchaser's Engineers for the satisfactory operation, as a whole, of the installations.

"GENERAL MANAGER" Means the officer in Administrative charge of this Railway and shall mean and include the officers to whom the functions are delegated. His postal address shall be intimated to the successful Tenderers in due course.

"MONTH" Means One English Calendar Month.

"MATERIALS" Means all equipment, components, fittings and other materials including raw materials required to complete the work.

"PURCHASER" Means the President of India acting through his accredited officers or any one of them. The Chief Project Manager / IRPMU, North Central Railway New Delhi shall be deemed to be one of such accredited officers.

Subject as otherwise provided in this contract, all notices to be given and all other action to be taken on behalf of President of India may be given or taken on his behalf by General Manager, North Central Railway Allahabad/ Chief Administrative Officer, North Central Railway New Delhi or any other representative of the North Central Railway Administration nominated by him.

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“PURCHASER’S ENGINEERS” Means the Chief Administrative Officer / IRPMU North Central Railway or successor who will decide all matters relating to survey, design, manufacture, installation and commissioning of the plant and equipment at site.

"RAILWAY" Shall mean the President of the Republic of India or the Administrative Officers of the Railway or of the successor Railway authorised to deal with any matters with which these present are concerned on his behalf.

"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 sublets portions of the contract after obtaining specific prior approval of the Purchaser in writing to sub-letting of contract.

"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' Engineers may have authorised as an extension of the site, irrespective of the terms and conditions under which they are occupied by the Contractor.

"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.

“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 Annexure hereto annexed or to be implied there from, or incidental thereto or to be hereafter specified or required in such explanatory instructions and drawings, being in conformity with the original specifications, drawings, Annexure 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.

"WRITING" Includes all matters written, typewritten or printed either in whole or in part.

### **3. LOCAL CONDITIONS**

- 3.1 It will be imperative for 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

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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.

- 3.2 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.
- 3.3 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.
- 3.4 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.

#### **4. COMPLIANCE TO TENDER CONDITIONS, SPECIFICATION & DRAWINGS**

- 4.1 The tenderer shall indicate paragraph by paragraph for each section and each clause and sub-clause of the tender document - Pre-amble, Instructions to tenderers and conditions of tendering, Special conditions of Contract, Technical Specifications & Installation practices, 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 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. (Form 5).
- 4.2 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.
- 4.3 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.

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## 5. EARNEST MONEY/BID GUARANTEE

- 5.1 The tenderer shall deposit in favour of the Dy FA & CAO, IRPMU, New Delhi, a sum of Rs. 33950/- (Rupees Thirty three thousand nine hundred and fifty only).
- 5.2 The Earnest Money should be furnished either in cash or in any of the following forms:
- (a) Deposit receipt, pay orders, Demand Drafts. These should be either of the State Bank of India or any of the Nationalized Bank. No confirmatory advice from the Reserve Bank of India will be necessary.
  - (b) Deposit receipt executed by the Schedule Banks (other than the State Bank of India and the Nationalized Banks) as defined in RBI Act, 1934.  
NOTE: (a) In case the Earnest Money is deposited in cash the payment should be made to the Chief Cashier, North Central Railway, Allahabad and cash receipts obtained from him should be furnished along with the tender.
  - (b) Deposit receipts, Pay Order and Demand Drafts should be drawn in favour of the Dy FA&CAO, IRPMU, New Delhi, and endorsed "Account Payee". These instruments should be valid at least for the period covering the validity of the offer.
- 5.3 No reference to the previous deposit of Earnest Money & 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.
- 5.4 The Earnest Money shall remain deposited with the Purchaser for the period of 90 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.
- 5.5 No interest will be payable by the Purchaser on the Earnest Money.
- 5.6 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.
- 5.7 If the successful tenderer fails to furnish a Contract Performance Guarantee as required in the Special Conditions of Contract and fails to return the formal contract duly signed within 15 (fifteen) days of the receipt of the formal contract, then the Earnest Money shall be liable to be forfeited by the Purchaser.

5.8 The Earnest Money of all unsuccessful tenderers will be returned by the Purchaser within reasonable time after the finalisation of the tender.

5.9 Any tender not accompanied by Earnest Money in one of the approved forms will be summarily rejected.

## **6. SUBMISSION OF OFFERS**

6.1 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.

6.2 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.

6.3 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 a gazetted officer or notary public unless stated otherwise in these documents. The original documents shall be produced for verification when called for.

6.4 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.

6.5 **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.

6.6 **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.

6.7 The tenderer shall submit his tender in sealed cover. The tender shall be complete in all respects.

6.8 The envelope should bear the tender number with description and date of closing/opening clearly written on it and addressed to the Deputy Chief Signal & Telecommunication Engineer-I, Old Microwave Building, Juhi, Kanpur.

(a) The bid shall consist of the following:-

- i) Offer letter complete. Form No.1
- ii) Schedule of Supply and Execution offer – rate/amount against each item.
- iii) Earnest money in prescribed form. (Para 5.0 of I.T.T.)
- iv) Clause-wise compliance to tender conditions & Statements of deviations. Form No. 5 (Para 4 of I.T.T.)
- v) Tenderer's credentials and willingness of original manufacturer as per Form No.13 Qualifying Criteria (General) (Para 18.1 of I.T.T.).
- vi) Similar works executed. (Para 18.2 of I.T.T.).
- vii) Works in hand (para 18.2 of I.T.T.).
- viii) Income Tax Clearance Certificate, audited balance sheet (Para 18.3 of I.T.T.).
- ix) Engineering Organization (Para 18.5 of I.T.T.).
- x) Construction Machinery (Para 18.6 of I.T.T.).
- xi) Details of recommended Spares with quantities (S.C.C. Para 13).
- xii) Details of special tools & installation materials (S.C.C. Para 11).
- xiii) System Performance Guarantee (Para 22 of I.T.T.).
- xiv) Tenderers scheme of work and Time Schedule (Para 12 of I.T.T.).
- xv) 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 (Para 18.4 of I.T.T.).
- xvi) Name of manufacturers, place of manufacture and the certificate for proven design and performance (Para 18.4 of I.T.T.)
- xvii) Technical proposal of the tenderer in conformity with system design or alternative proposal of the tenderer, if any.
- xviii) Any other information desired to be submitted by the tenderer.

## **7. CONSTITUTION OF FIRM & POWER OF ATTORNEY**

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- 7.1 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 as attorney of the sole proprietor;
  - (b) As a Director, Manager or Secretary in the case of Limited Company duly authorised by a resolution passed by the Board of Directors or in pursuance of the authority conferred by Memorandum of Association.
- 7.3 The Railway will not be bound by Power of Attorney granted by the tenderer or by the changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and advice, the cost of which will be chargeable to the contractor. These charges have been fixed at Rs.100/- (Rs. One Hundred only) payable by the tenderer at the time of submitting the Power of Attorney for Scrutiny and legal advice.
- 7.4 In case where the Power of Attorney partnership deed has not been executed in English, the true and authenticated copies of the translation of the same by Advocate, authorised translators of Courts and Licensed Petition Writers should be supplied by the Contractor(s) while tendering for the work.
- 7.5 The cancellation of any documents such as Power of Attorney etc. should be forthwith communicated by the contractor to the Railway Administration in writing failing which the Railway Administration shall have neither responsibility nor liability for any act so taken on the strength of the said documents.

## **8. UNIT PRICES**

- 8.1 The Unit Prices should be quoted by the Contractor after taking all the relevant factors into consideration and these should be Firm and all inclusive without any variation clauses. The prices shall be quoted in Indian rupees for the units under metric system. Reference may be made to Para-38 of Special Conditions of Contract.

## **9. VALIDITY OF OFFER**

- 9.1 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.

## **10. RATES DURING NEGOTIATION**

- 10.1 The tenderer/s shall not increase his/their quoted rates in case the Railway Administration negotiate for reduction of rates, such a negotiation shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted will be binding on the tenderer/s.

## **11. INCOME TAX CLEARANCE CERTIFICATE**

- 11.1 The Tenderers are required to enclose along with the tender a Photostat copy of the valid Income Tax clearance certificate duly attested by Notary Public. The Tenderer will however submit the original Income Tax clearance certificate whenever asked for by the purchaser for verification.

## **12. PERIOD OF COMPLETION & TIME PROGRESS GRAPH**

- 12.1 The works/work are/is to be completed within a period as mentioned in preamble from the date of issue of Letter of Acceptance of the tender.
- 12.2 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.
- 12.3 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.

## **13. OPENING OF TENDER**

- 13.1 The tender will be opened at the time & date of opening of the tender given in the preamble in presence of such Tenderers/Representatives who choose to be present.
- 13.2 If the offers are sent by post, should be sent only by registered post with acknowledgement duly addressed to The Deputy Chief Signal & Telecommunication Engineer-I, Old Microwave Building, Juhi, Kanpur clearly indicating the contents as given in para 6.8. Offer sent by post must reach the office of Deputy Chief Signal & Telecommunication Engineer-I, Old Microwave Building, Juhi, Kanpur before the closing time and date given in the preamble.

## **14. NON-TRANSFERABILITY & NON-REFUNDABILITY**

The tender documents are not transferable. The cost of tender paper is not refundable.

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## **15. ERRORS OMISSIONS & DISCREPANCIES**

The Contractor(s) shall not take any advantage of any misinterpretation of the conditions due to typing or any other error and if in doubt shall bring it to the notice of the Engineer, without delay. In case of any contradiction only the printed rules, and books should be followed and no claim for the misinterpretation shall be entertained.

## **16. WRONG INFORMATION BY TENDERER**

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

## **17. CONSORTIUM BIDS**

Not applicable.

## **18. QUALIFICATION CRITERIA**

### **18.1 GENERAL**

18.1.1 Qualification criteria under this para lays down minimum acceptable qualifications in various areas to ensure that qualified bidder has necessary experience, expertise, financial and human resources to successfully complete the project.

18.1.2 If the tenderer proposes to buy any equipment from other suppliers/sources, documents indicating their willingness to supply the equipment and provide technical support to the tenderer that may be required during installation, commissioning and warranty period and later on directly to the railways, shall be included in the tender. Qualification documents and other details for such supplier shall be included in the tender.

18.1.3 The tenderer should submit the details of experience in works and services in projects of similar nature bringing out clearly the expertise in the equipment manufacture, installation etc.

18.1.4 The tenderer shall complete the pro-forma at Form No.13 and submit a certificate from the original user for whom the project was undertaken certifying the date of award of contract, date of completion, date of commissioning and the present working state of the system so established. The tenderer shall provide these details for all the projects that he has executed which satisfy the minimum

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requirements in each case.

## **18.2 MINIMUM ELIGIBILITY**

The tenderer should have minimum eligibility criteria as given below:

1. Tenderer(s) should have successfully executed during last three financial years (i.e. current year and three previous financial years), at least one work of similar nature\* of not less than 35% of the value of the present tender.
2. As proof of sufficient financial capacity and organizational resources, contractor should have received total contract amount during the last three financial years and in current year a minimum of 150% of the advertised value of work. As a proof of these qualifying criteria, the tenderer should submit the audited balance sheet duly certified by Chartered Accountant or attested certificates from the employer / client.

(\*) Definition of Similar Nature Works:

“Any work involving application data designing and VDU database designing for interfacing with Electronic Interlocking.”

### **a. LAST DATE OF SUBMISSION**

The Tender shall be submitted on 14<sup>th</sup> July 2010 up to 14.00 Hrs in the office of Deputy Chief Signal & Telecommunication Engineer-I, Old Microwave Building, Juhi, Kanpur.

### **6. DATE OF OPENING OF TENDER**

The Tender will be opened at 15.00 Hrs on 14th July 2010 in the office of Deputy Chief Signal & Telecommunication Engineer-I, Old Microwave Building, Juhi, Kanpur.

### **7. COMPLETION PERIOD OF WORK**

The entire work is to be completed within 2 (Two) months from the date of issue of Letter of Acceptance.

## **18.3 FINANCIAL**

18.3.1 The tenderer should produce:

- i) Latest Income Tax clearance certificate.
- ii) Audited Balance Sheet and Income statement of just concluded year.

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18.3.2 The tenderer shall furnish such documents as to establish the financial soundness of his company as well as that of other companies if more than one company is involved in bidding for this tender. The latest balance sheet, audited or certified by a neutral agency shall be furnished.

18.3.3 The bidder shall submit required information in a separate Annexure and also a certificate from the user for whom the project was executed about the correctness of the dates involved and satisfactory performance of the equipment/system.

#### **18.4 TECHNOLOGY & EQUIPMENT**

18.4.1 The tenderer shall clearly identify the sources from which the equipment to be supplied under this tender will be obtained.

18.4.2 All equipment proposed to be used shall be of proven design and performance. The equipment of same family shall have been successfully commissioned and remained in service at least for a period of one year on the date of tender submission. However, the tenderer shall supply latest version of the equipment under the standard. Certificate from the actual user of the equipment about satisfactory performance shall be enclosed with the tender. Any equipment proposed to be manufactured with foreign collaborator shall be covered by the performance guarantee of the foreign collaborator.

#### **18.4.3 SOFTWARE**

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

18.4.4 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 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.

#### **18.5 ENGINEERING ORGANISATION**

18.5.1 The tenderer shall make an assessment of the requirement of personnel for execution of this project and shall give details as to how he proposes to mobilise all technical manpower required for the project. Details of the qualification and experience of the personnel identified for project execution shall be included in the tender.

18.5.2 The successful tenderer shall appoint a Project Manager who has adequate experience in project management of similar nature. Unless the railways so desire,

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the Project Manager should preferably be retained till all the obligations under the contract have been fulfilled.

18.5.3 Tenderer shall advise the number of Engineers, Supervisors and Cable Jointers/Artisans employed by him or going to be employed by him with their names, qualifications bio-data and experience in this particular trade under consideration along with the Tender positively. Irrevocable letters of commitment of the said Supervisors and Key Technicians/Artisans for doing the work shall be furnished along with Tender Papers if they are not already in employment of the Tenderer.

## **18.6 CONSTRUCTION MACHINERY**

The firm should have minimum construction machinery, Tools and plants, test & measuring instruments, Vehicles etc., details of which will be furnished by them along with the bid.

No tools and plants, scaffolding materials for shuttering, entering, shoring etc. shall be supplied by the Railway and contractor will have to make his own arrangement for execution of the work.

## **19 DETERMINATION OF RESPONSIVENESS**

19.1 Purchaser will determine whether each bid is substantively responsive to the equipment of the bidding documents.

19.2 For the purpose of this Clause, a substantively responsive bid is one, which conforms to all the terms, conditions and specifications of the bidding documents without material deviation or reservation. A material deviation or reservation is one, which affects in substantial way the scope, quality or performance of the works, or which limits in any substantial way, inconsistent with the bidding documents, the Purchaser's right or the bidder's obligations under the Contract and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantively responsive bids.

## **20. CORRECTION OF ERRORS**

20.1 Bids determined to be substantively responsive will be checked by the Purchaser for any arithmetic errors in computation and summation. The Purchaser will correct errors as follows: -

a) Where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and

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b) Where there is a discrepancy between the unit rate and the total amount derived from the multiplication of the unit rate and the quantity, the unit rate as quoted will govern, unless in the opinion of the Purchaser there is an obviously gross misplacement of the decimal point in the unit rate, in which event the total amount as quoted will govern and the unit rate will be corrected.

20.2 The amount stated in the Form of Bid will be adjusted by the Purchaser in accordance with the above procedure for the correction of errors and with the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of bid, his bid will be rejected and the bid security will be forfeited.

## **21. CONVERSION TO SINGLE CURRENCY i.e. RUPEES**

Should there be any necessity of conversion to a single currency i.e. Indian Rupees for the purpose of evaluation and comparison of offers, the Purchaser will convert the foreign currency content of each tender received into Rupees at the selling exchange rate for each currency established by the Reserve Bank of India or any other Commercial Bank in the Purchaser's country, for similar transactions on the earlier of the following date, namely, on the day twenty eight days before the latest date of tender opening.

## **22. SYSTEM PERFORMANCE GUARANTEE**

22.1 Since the design of the system to achieve the end objective shall be checked and confirmed by the contractor and the supply of the materials will be according to this system design, the tenderer shall give unqualified and unconditional guarantee that when the equipment supplied by him is installed and commissioned at site, it shall achieve the desired objective and that in the event of performance of the system when installed not complying with the end objective or with the specifications, he shall provide further inputs to enable the Railways to realise the end objectives with full compliance of the specifications contained in these documents. No additional payment will be made to the contractor for supply of any additional goods and service required in this regard.

22.2 This certificate in the pro-forma given in Form No.7, shall accompany the offer. Absence of this certificate which will form part of the agreement shall disqualify the tenderer automatically.

## **23. AUTHORITY FOR ACCEPTANCE**

The authority for the acceptance of the tender will rest with the Purchaser. The purchaser shall not be bound to accept the lowest or any tender or to assign any reason for non-acceptance or rejection of a tender. The purchaser reserves the right

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to accept any tender in respect of the whole or any portion of the work specified in the tender paper or to sub-divide the work among different Tenderers or to reduce the work or to accept any tender for less than the tendered quantities without assigning any reason whatsoever.

#### **24. PURCHASE PREFERENCE**

10% purchase preference of lowest valid bid price, other things being equal for product & services will be admissible for Central Public Sector Under taking in this tender subject to satisfaction of all other Terms & Conditions.

#### **25. AGREEMENT**

The successful tenderer/s shall be required to execute an agreement with the President of India acting through the Chief Administrative Officer, IRPMU, Shivaji Bridge (IRCOT complex) New Delhi 110001 or his accredited officer for carrying out the work according to the tender documents as indicated in para 2 of Special Conditions of Contract.

#### **26. TENDERER'S ADDRESS**

Tenderer shall state in the tender his postal address fully and clearly. Any communication sent to the tenderers by post at his said address, shall be deemed to have reached the tenderer duly & timely, notwithstanding the fact that the communication could not reach the tenderer at all or in time for whatever reason. Important documents shall be sent by Registered post.

#### **27. FOREIGN EXCHANGE**

No foreign exchange and/or import license will be released/provided to the contractor in connection with this contract.

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# Section – II

## Chapter – 2

### Special Conditions of Contract

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## Special Conditions of Contract

1. TENDER DOCUMENTS
2. AGREEMENT
3. SECURITY DEPOSIT & CONTRACT PERFORMANCE GUARANTEE
4. CONTRACTOR'S OFFICE & STORES DEPOT
5. USE OF RAILWAY LAND
6. PROGRAMME OF WORK/OBLIGATION TO CARRY OUT ENGINEER'S INSTRUCTIONS
7. COMPETENT SUPERVISORS
8. MATERIAL SUPPLIED BY RAILWAYS
9. MATERIAL SUPPLIED BY CONTRACTOR
10. OTHER RAILWAY STORES:
11. TESTING & MEASURING INSTRUMENTS, SPECIAL TOOLS AND INSTALLATION MATERIAL
12. SUPPLY OF TECHNICAL LITERATURES, DOCUMENTATION, DRAWINGS & COMPLETION PLANS ETC.
13. SPARES
14. LONG TERM AVAILABILITY OF SPARES AND SYSTEM SUPPORT
15. QUALITY ASSURANCE
16. EQUIPMENT EVALUATION AND APPROVAL
17. INSPECTION OF MATERIALS
18. INSPECTION OF WORKS
19. QUANTUM OF WORK AND VARIATION IN QUANTITIES

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20. ADDITION/REDUCTION OF WORK
21. SUBLETTING AND ASSIGNMENT
22. EXECUTION OF WORK
23. PROGRESS REPORTING
24. MAINTENANCE OF WORKS
25. CLEARANCE OF SITE
26. PROVISIONAL ACCEPTANCE
27. PLACING IN SERVICE & MAINTENANCE SUPERVISION
28. FINAL ACCEPTANCE
29. WARRANTY
30. TRAINING
31. INFRINGEMENT OF PATENTS
32. LICENSE AS PER GOVT. OF INDIA CONTRACT LABOUR ACT
33. DEFAULT & DELAYS
34. LOSS SUSTAINED DUE TO DEFAULT AND DELAY
35. PENALTY FOR DELAY IN COMPLETION
36. EXTENSION OF TIME
37. CONTRATOR'S LIABILITIES FOR COSTS AND DAMAGES
38. UNIT PRICES
39. MEASUREMENT OF WORKS
40. TERMS OF PAYMENT
41. ON ACCOUNT PAYMENT

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42. FINAL SETTLEMENT
43. CERTIFICATE FOR MODVAT BENEFITS ON BILLS:
44. DEDUCTION FROM ON ACCOUNT PAYMENT BILLS
45. TAXES
46. INSURANCE
47. FORCE MAJEURE CLAUSE
48. SETTLEMENT OF DISPUTE AND ARBITRATION

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## SPECIAL CONDITIONS OF CONTRACT

### 1. TENDER DOCUMENTS

1.1 The goods and services required, bidding procedure and contract terms are prescribed in the tender documents. Bid documents can be obtained from 12-06-2010 to 13-07-2010 from 10.30 Hrs. to 16.00 Hrs. on every working day in the office of Dy CSTE-I/IRPMU, Old Microwave Building, N C Railway, Juhi, Kanpur, after depositing Rs 5,000/- (Rupees Five Thousands only) in the form of Demand draft/ Pay Order/Deposit Receipt made in favour of Dy FA & CAO, IRPMU, New Delhi. The attention of tenderer is invited to the following documents:

Section-I: Preamble along with Schedule of Requirement of quantities.

Section-II: Chapters

1. Instructions to Tenderers and conditions of tendering.
2. Special Conditions of Contract.
3. Tender Forms

Misc I) General Conditions of Contract (G.C.C.) as amended by advance correction slips issued up to date.

II) IRS conditions of contract for the stores department with up to date modification (CCSS).

General Conditions of Contract (G.C.C.) as amended by advance correction slips issued up to-date and IRS conditions of contract for the stores department with up to date modification (CCSS) can be obtained, if need be, from the office of the CAO/IRPMU/New Delhi after paying the cost prescribed for it in the form of Bank Draft in favour of Dy FA&CAO/IRPMU, New Delhi.

1.2 If the Tender submitted by a tenderer is accepted and the contract awarded to the Tenderer, the various works coming under purview of the contract shall be governed by tender documents mentioned above. Where there is any conflict between the instructions to tenderers and conditions of tendering and special conditions of contract, Tender forms, annexures etc. on one hand and General Conditions of Contract on the other, the former shall prevail.

1.3 Any Special conditions stated by the Tenderer in the covering letter submitted along with the tender shall be deemed to be a part of the Contract to such extent only, as have been explicitly accepted by the Railway.

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- 1.4 The expression General conditions of contract (GCC), wherever occurring in these papers shall be deemed to mean the General conditions of contract, 1969 of Northern Railway department as amended by advance correction slips issued up-to-date.

## 2. **AGREEMENT**

The successful Tenderer shall within 15 days after having been called upon by notice to do so be bound to execute an agreement based on accepted rates and conditions, in such form as the Railways may prescribe, and lodge the same with the Railway together with the conditions of contract, specifications and Schedule of prices referred to therein duly completed. The form for agreement is included in Section II, Chapter-III (Form No.3).

## 3. **SECURITY DEPOSIT & CONTRACT PERFORMANCE GUARANTEE**

### 3.1 **SECURITY DEPOSIT**

- (i) Security deposit shall be 5% of the contract value.
- (ii) The rate of recovery shall be @10% of the bill amount till the full security deposit is recovered. The EMD of successful tenderer will be retained as part of Security deposit and will be adjusted in Security deposit, with only money over and above the Earnest money that will be recovered.
- (iii) Security deposit will be recovered only from the running bill of the contract and no other mode of collecting SD as in the form of instruments like BG, FD etc shall be accepted towards Security Deposit.
- (iv) No interest will be payable upon the Security Deposit or amounts payable to the contractor under this contract.

Security Deposit will be returned to the contractor after physical completion of work, maintenance period and warranty if any as certified by competent authority and settlement of all dues and disputes. 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 the 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 & 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 Security Deposit, contractor concerned should submit an unconditional & unequivocal no claim certificate.

### 3.2 **PERFORMANCE GUARANTEE**

- (a) The successful tenderer shall give a performance guarantee in the form of

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irrevocable bank Guarantee (issued by SBI/ any nationalized / Schedule banks) for an amount equal to 5% of the contract value and valid up to the expiry of maintenance period of the contract. This shall be furnished before signing the agreement and within the period of 15 days from the date of letter of acceptance issued by the Railway and shall be in the format as prescribed by the Railway Engineer.

(b) Performance guarantee will be released after satisfactory completion of work and maintenance period. The procedure for the release of performance guarantee will be the same as for security deposit i.e. after certification of satisfactory completion of work as well as maintenance period by the contract signing authority but not less than the rank of JA grade officer after receipt of unconditional and unequivocal “No Claim” certificate” duly signed by the contractor.

(c) Whenever the contract is rescinded the security deposit will be forfeited and performance guarantee en-cashed and balance work shall be got done separately and independently without any risk and cost on the original contractor. The original contractor will however be debarred from participating in the tender for executing the balance work. In case the failed contractor is a joint venture or a partnership firm then each member/ partner of such firm would be debarred from participating in the tender for the balance work, either in his/her individual capacity or as a partner of any other joint venture/partnership firm. The contractor cannot make any legal claims against the same.

(d) Renewal of Bank guarantee: The bank guarantee submitted towards performance guarantee shall be renewed from time to time as per the extension of contract granted to the contractor either on Railway account or contractor’s account s otherwise same will be deducted in full from the dues of the contractor.

#### 4. **CONTRACTOR'S OFFICE & STORES DEPOT**

The Contractor shall, within a month of issue of letter of acceptance of tender, establish an office and stores depot at a convenient place for receiving and storing equipments and materials and progressing field work expeditiously in consultation and with the approval of the purchaser. He shall intimate the purchaser and address thereof to which all correspondence should be sent. Any communication sent to the contractor by post at his said address shall be deemed to have reached the contractor duly and in time. Important documents shall be sent by Registered post.

#### 5. **USE OF RAILWAY LAND**

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Use of Railway land required by the Contractor for constructions of temporary offices, quarter(s), hutments etc. for the staff and for storing materials etc., will be permitted to him/them free by Railway, if available. The location of these offices, hutments, stores etc. will be subject to the approval of the Engineer or his representative. The land will be restored to Railways by the Contractor(s) in the same condition as when taken over or in vacant condition as desired by the Engineer, after completion of the work or at any earlier day, as specified by the Engineer. The failure to do so will make the Contractor(s) liable to pay the cost incurred by the Railway for getting possession of land.

## **6. PROGRAMME OF WORK/OBLIGATION TO CARRY OUT ENGINEER'S INSTRUCTIONS**

- 6.1 The Contractor shall have necessary resources to execute the work so that the entire work is completed within a period as mentioned in the preamble from the date of issue of Letter of Acceptance of the tender. He shall also have necessary resources to take up the work of installation commissioning etc. simultaneously at two independent places.
- 6.2 Within a period of 7 days beginning from the date of issue of Letter of Acceptance of Tender, the Contractor shall submit the detailed time schedule for the execution of work based on the conditions in consultation with the Railway to the authority mentioned in the Preamble and approved by the latter in writing before commencement of the work.
- 6.3 The Contractor shall be held responsible for the execution of the work according to the Programme given above for the execution of the work in full compliance of the approved cable route plans and also the various clauses of the technical supplement, Technical specifications, instructions and drawings available separately. Failure to comply with any of these will be dealt with as per provision laid down in General Conditions of Contract.
- 6.4 The Contractor on his part will have to employ supervisors, technicians and labour in full strength commensurate with working area available. He will also arrange matching materials and equipment to complete the job most expeditiously so as to ensure that the work is completed in phases within the stipulated period.
- 6.5 Inspection Register shall be maintained at the site of work by the Railway wherein instructions regarding the working etc. shall be recorded by the Engineer or his executive subordinates. It is expected of the Contractor or his representative at the site to note such instructions whenever asked upon to do so and take action accordingly.

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- 6.6 No facility whatsoever, e.g. provisions of approach road and provision of temporary level crossing etc. will be provided by Railway for carting materials. Approach roads within the Railway limits can be used for carting materials.
- 6.7 The contractor will programme his work in such a manner so as not to interfere in the working and movement of trains. No extra payment shall be allowed on this account and for taking any precautions or wastage of contractor's labour, time etc. due to train working.
7. **COMPETENT SUPERVISORS**
- 7.1 The Contractor shall place and keep competent Representatives /Supervisors/ Engineers, as his representative on the works who will be authorised to receive and acknowledge materials issued by the Railway and take all orders issued by the Railway.
- 7.2 The contractor shall employ the following technical staff as a minimum, during the execution of the work:
- a) One graduate Engineer when the cost of the work to be executed is Rs.15 Lacs and above.
  - b) One Identified diploma holder when the cost of work to be executed is more than 5 Lacs but less than Rs. 15 Lacs.
- 7.2.1 The technical staff should be available at site whenever required by the Engineer-in-charge to take instructions. In case the Contractor/s fails/fail to employ the technical staff as aforesaid, he/they shall be liable to pay a reasonable amount not exceeding a sum of Rs.2,000/- (Rupees Two thousand only) for each month of default in case of graduate engineer and Rs.1,000/- (Rs. One thousand only) for each month of default in case of Diploma Holder.
- 7.2.2 The decision of the Engineer-in-charge as to the period for which the required technical staff was not employed by the contractors and as to the reasonableness of the amount to be deducted on this account shall be final and binding on the Contractor.
- 7.3 The said representatives shall be present at site during working hours and any written orders or instructions which the purchaser's Engineer may give to the said representatives of the contractor shall be deemed to have been duly given or communicated to the contractor.
- 7.4 The contractor or his representative will accompany the Purchaser's Engineer or Engineer on inspection or proceed to their offices whenever called upon to do so.

## 8 MATERIAL SUPPLIED BY RAILWAYS

- 8.1 All materials to be supplied by Railway are indicated in the preamble and shall be supplied by Railway free of cost at Railway Depot as mentioned in Preamble. The price in schedule of work shall be exclusive of the cost of these items.
- 8.2 The contractor shall furnish a standing indemnity bond for the materials and equipments supplied to him by Railways in form No.6. (Section II Chapter III).
- 8.3 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 the materials given to him are in good condition.** The receipt of materials shall be acknowledged by the Contractor or his representative, mentioning details of materials and their quantities on a prescribed pro-forma in Form No.10 enclosed. The left out/unused materials if any shall be returned to Railway Depot (as mentioned in Rate Schedule) by the Contractor for which no extra charges shall be paid by the Railway.
- 8.4 The Contractor shall transport material supplied by Railways to the site of work as required and no carting charges shall be payable by Railways.

## 8.5 RECONCILIATION OF MATERIALS SUPPLIED BY RAILWAYS

All the materials supplied by the Purchaser shall be correctly accounted for and the quantities reconciled on completion of the work by the contractor. On completion of the work all surplus materials supplied by the Purchaser together with the ones found defective or that have become defective or broken on account of defective materials and/or workmanship shall be returned to him by the contractor.

If the contractor fails to return excess and unused materials supplied by the railway or if there are any shortages during final reconciliation, their cost there of shall be recovered by the Purchaser from the Contractor at the books rate plus railway freight, handling, loading, supervision and other incidental charges at the rates fixed by the railway to this will be added an increase of 100%.

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## **9 MATERIAL SUPPLIED BY CONTRACTOR**

- 9.1 All materials required for the execution of the contract other than those specifically shown as being supplied by the Railways in this document shall be arranged and supplied by the contractor as detailed in the scope so as to realise the end objective.
- 9.2 The list of the material (and their approximate quantity) to be supplied by the contractor have been indicated in the Schedule of requirement of quantities – Section I Chapter 3. The list is however, not limited and any other material as required for completing the work as per standard plans, drawing etc. will be supplied by the contractor free of cost. The supply of equipment and materials shall also include required installation and other materials and documents etc., which may not be specifically mentioned therein, but which are usually necessary for completing the work in all respects. In addition to the above, if any other petty material which may be considered necessary for execution of the work according to specification of drawing is required, the same shall be supplied by the contractor free of cost.
- 9.3.1 The materials supplied and used by the contractor shall be of best available quality and shall conform to relevant specifications, design and drawings duly inspected by RITES/RDSO/Railway consignee as the case may be. The materials to be supplied by the contractor as per schedule enclosed with the tender document will be procured from RDSO approved sources if the item appears in RDSO approved list as per guideline mentioned by RDSO in their booklet. In case of items not appearing in RDSO approved list of material, the materials shall be supplied from reputed suppliers or their authorized representatives, shall be of best quality and shall conform to relevant specifications, design and drawings duly inspected by RITES/RDSO/Railway consignee. The contractor may be required to produce test certificates from the manufacturers whenever called for by the Engineer in charge.
- 9.4 Before procuring the material to be supplied by contractor, the contractor shall submit the names and addresses of suppliers from whom it is proposed to procure the materials required to be supplied in the tender and shall take approval of railways for the same.

## **9.6 CONSIGNEE**

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. Such items, where part payment is admissible on receipt by the Railway, can be booked to store godown of Sr. Section Engineer/Sig/IRPMU/Juhi/Kanpur, from where the materials shall be handed over to the contractor for installation. All

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transportation charges to the site of work, taxes, octroi etc and all handling charges for each such item shall be borne by the contractor.

## **10 OTHER RAILWAY STORES**

- 10.1 Seeing the tight completion targets, Railways may decide to supply any material other than those specified in para 8, either at the Contractor's request or suo motto. Freight between the Railway sources of supply and Railway Stores/depot shall be to the Contractor's account.
- 10.2 If however, the material required by the Contractor is not available in Railways stock or the Railways decide not to supply the same, be that for whatever reasons, the Railway will not be bound to arrange for the supply nor will this fact be accepted as an excuse for delay in execution of works.

## **11 TEST & MEASURING INSTRUMENTS, SPECIAL TOOLS AND INSTALLATION MATERIAL**

- 11.1 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.
- 11.2 All tests and measuring instruments and other arrangements required for all the acceptance tests shall be provided by the contractor free of cost.

## **12. SUPPLY OF TECHNICAL LITERATURES, DOCUMENTATION, DRAWINGS & COMPLETION PLANS ETC.**

- 12.1 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.
- 12.2 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. The drawings etc. shall also be supplied in duplicate on J.K. Copier/ map litho white paper to facilitate taking out copies on plain paper copier. In addition, six complete sets of such documents shall also be supplied for ready use duly bound in good plastic folders.

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- 12.3 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 two CDs to the extent specified elsewhere in this agreement.

### **13. SPARES**

- 13.1 The contractor should keep sufficient stock of spares as required by him for replacement of defective equipment under warranty.
- 13.2 The spares procured by the contractor will be subject to inspections (RDSO/RITES/Consignee) as per policy in vogue.
- 13.3 The spares procured for meeting warranty requirements will be beyond the purview of quantity restrictions under variation. (Refer Para 19.6).

### **14. LONG TERM AVAILABILITY OF SPARES AND SYSTEM SUPPORT**

- 14.1 The tenderer shall give an undertaking to supply on payment all maintenance spares and tools required for the equipment during lifetime. 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.
- 14.2 The manufacturer shall guarantee that spare parts for the system shall be available for life cycle period. At least one-year notice shall be given to the Railways before any equipment or components are discontinued or phased out from the manufacturing plans. This will enable the Railways to assess the lifetime requirement of spares needed and order in sufficient quantity prior to stoppage of the manufacture.
- 14.3 That the successful tender shall further guarantee that in case if he goes out of production of spare parts, he shall supply the full manufacturing drawings/details along with the specifications of the materials at no cost to the Railway, if and when required for the equipment to be fabricated or procure from other sources by the Railway.

### **15. QUALITY ASSURANCE**

- 15.1 The tenderer shall submit along with the tender the quality assurance control, and inspection plan including full details of in-house quality assurance organization, procedure and documentation. During the manufacturing/design process, proper record shall be maintained for the inspection and tests carried out according to this plan.

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- 15.2 In the event of Railways waving off the inspection, all tests provided in the test schedules approved by Railway shall be carried out by the Quality Assurance Organization and proper record of all such tests and results thereof shall be maintained and supplied to the Railway on demand.
- 15.3 The tenderer shall submit along with this tender the details of software validation done by an Accredited Agency of International repute and standard. Further, all the details of test, certification and validation done to ensure full safety of the system for use at stations for operation of passenger train services, as per the Technical Specification, shall be submitted by the tenderer.

## **16. REJECTION**

### **16.1 INSPECTING OFFICER – POWER OF REJECTION**

- a) Before any stores or part thereof are submitted for inspection, to certify that they are not in accordance with the contract/owing to the adoption of any unsatisfactory method of manufacture.
- b) To reject any stores submitted as not being in accordance with the particulars.
- c) To reject the whole of the installment tendered for inspection if after inspection of such portion thereof, as he may in his discretion think fit, he is satisfied that the same is unsatisfactory.
- d) To mark the rejected stores with a rejection mark, so that they may be easily identified if resubmitted.

The Inspecting officer's decision as regards the rejection shall be final and binding on the contractor.

### **16.2 CONSIGNEE'S RIGHT OF REJECTION**

Notwithstanding any approval which the inspecting Officer may have given in respect of the stores or any materials or the work or workmanship involved in the performance of the contract (whether with or without any test carried out by the contractor or the inspecting officer or under the direction of the Inspecting officer) and notwithstanding delivery of the stores where so provided to the interim consignee it shall be lawful for the consignee, on behalf of the purchaser, to reject the stores or any part, portion of consignment there of within a reasonable time after actual delivery thereof to him at the place or destination fixed in the contract if such stores or part, portion of consignment thereof is not in all respects in conformity with the terms and conditions of the contract whether on account of any

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loss, deterioration or damage before dispatch or delivery or during transit or otherwise howsoever.

### 16.3 REJECTED STORES

When any stores delivered at the consignee's depots are rejected, this shall be removed by the contractor within 21 days from the date of rejection. Such rejected stores shall lie at the contractor's risk from the date of rejection. If the stores are not removed by the contractor within this period, the purchaser or his nominee shall have the right to dispose of such stores, as deemed fit, at the contractor's risk and account.

The purchaser shall also be entitled to recover from the contractor, handling and ground rent / demurrage and any other charges for the period the rejected stores are not removed after the aforementioned period.

Stores that have been dispatched by rail and rejected after arrival at destination may be taken back by the contractor either at the station where they were rejected or at the station from which they were dispatched. If the contract is placed for delivery F.O.R. station of dispatch, the contractor shall pay the carriage charges on the rejected consignment at Public traffic Rates from the station of dispatch to the station where they were rejected. If the contractor prefers to take back the goods at the station from which they were dispatched, the goods shall, in addition, be booked back to him, freight to pay at Public Traffic Rates and at owner's risk.

### 16.4 CONSEQUENCES OF REJECTION

If on the stores being rejected by the Inspecting Officer or consignee at the destination, the contractor fails to make satisfactory supplies within the stipulated period of delivery, the purchaser shall be at liberty to:-

- a) Request the contractor to replace the rejected store forthwith but in any event not later than period of 21 days from the date of rejection and the contractor shall bear all the cost of such replacement, including freight, if any on such replacing and replaced stores but without being entitled to any extra payment on that or any other account.
- b) Purchase or authorise the purchase of quantity of the stores, rejected or others of a similar description (when stores exactly complying with the particulars are not readily available in the opinion of the purchaser, which shall be final), without notice to the contractor, at his risk and cost and without affecting the contractor's liability as regards to the supply of any further installment due under the contract or.

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- c) Cancel the contract and purchase or authorize the purchase of the stores or other of a similar description (when stores exactly complying with the particulars are not readily available, in the opinion of the purchaser, which shall be final ) at the risk and cost of the contractor. In the event of action being taken under sub-clause above or this sub clause, the provisions relevant clauses of the General Conditions of contract, shall apply as far as applicable.
- d) Where under a contract, the price payable is fixed on F.O.B. part of export or F.O.R. dispatching station, the contractor shall, if the stores are rejected at the destination by the consignee, be liable in addition to his other liabilities including refund of price recoverable in respect of the stores so rejected, to reimburse to the purchase, the freight and all other expenses incurred by the purchase in this respect.

## **17. INSPECTION OF MATERIALS**

- 17.1 All equipment, materials, fittings and components will be subject to inspection by the purchaser or his representative at the manufacturer's premises before despatch except imported material which will be accepted based on Original factory Acceptance Test Report and physical inspection at site/ store depot. No materials shall be despatched from the manufacturer's premises until these are inspected and/or approved. Materials also be inspected by the purchaser or his representative at the contractor's depot at the purchaser's discretion. 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.
- 17.2 Materials appearing in RDSO approved list as per IRS/RDSO design or specification shall be inspected by RDSO as per guidelines mentioned in RDSO booklet regarding the cost aspect of materials to be supplied. Telecomm items of ITD/TEC specification which are inspected by RDSO usually shall also be got inspected by RDSO as per guidelines mentioned in RDSO booklets. Materials other than this will be inspected by Purchaser Engineer or his representative/RITES. Inspection by Purchaser's representative will be at factory/site.
- 17.3 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 the purchaser's Engineer. The Contractor may be required to produce test certificate from the manufacturer wherever called for by the Engineer.
- 17.4 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.

- 17.5 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.
- 17.6 The cost of inspection of equipment and materials, all tests and/or analysis performed shall be borne by the Contractor.
- 17.7 All expenses of the purchasers representative shall be borne by the purchaser whether the inspected materials is utilised in the work or not.
- 17.8 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.

## **18. INSPECTION OF WORKS**

- 18.1 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 of design in comparison to what is called for in the specification.
- 18.2 All material brought to site can be erected only after inspection and acceptance by the Engineer in charge or his authorised representative. Similarly, during the execution of the contract, samples may be taken for the purpose of test and/or analysis under the conditions laid down in specification, such samples to be prepared for testing and forwarded free of all cost to the Railway. The contractor shall carryout such tests at the cost as are necessary in the opinion of the Railway to ensure necessary compliance of the specifications of the contractor.
- 18.3 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.
- 18.4 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 Form No.9 (Section II Chapter 3) that the above works have been done as required by the Specifications.

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## 18.5 Inspection of completed works

The contractor shall advise the railway 15 days in advance the time when his portion of the work will be completed by him and be ready for inspection. The Railway will make inspection after the advice of completion of work is received from the Contractor.

Although the contractor's portion of the work shall be inspected by the Railway as indicated above, it is possible that certain defects may appear at the time of installation. The Contractor shall be responsible to rectify these defects to the satisfaction of the Railway.

During inspection of installation by Railway Engineer the contractor shall make such tests as would be necessary to demonstrate to the satisfaction of the Railway that the work as completed by him is in accordance with the specifications of the contract. The contractor shall provide such instruments and apparatus as may be necessary for making these tests.

## 19. QUANTUM OF WORK AND VARIATION IN QUANTITIES

- 19.1 The quantities of various items given in the schedules for the works to be executed are only approximate and are only for the guidance of the contractor. As far as possible, they have been assessed correctly but are likely to vary during the execution of the work.
- 19.2 Individuals NS items in contracts shall be operated with variation of plus or minus 25% and payment would be made as per the agreement rate.
- 19.4 The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1% of the total original agreement value.
- 19.5 As far as SOR items are concerned, the limit of 25% would apply to the value of SOR schedule as a whole and not on individual SOR items. However, in case of NS items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).
- 19.6 No such quantity variation limit shall apply for foundation items.
- 19.4 When the gross value of the work to be executed is likely to increase in excess of 25% of the original value of the agreement, the contractor should notify the Engineer in –charge at least THIRTY DAYS before such necessity arises.

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- 19.5 Railway reserves the right to refix the rates, by mutual consent, of those items in the schedule, where the quantities have exceeded by 25% of the agreemental quantities.
- 19.6 An undertaking shall be given to the effect that additional quantities up to 25% of the contract value at the same unit rates shall be supplied by the tenderer in case order for the additional quantity is placed within the currency period of contract. It should be noted that this excludes additional quantities that may be required as warranty or replacement due to defective design and manufacture etc. On this account, the responsibility of the tenderer under the warranty clause will not be diluted in any way.

## **20. ADDITION/REDUCTION OF QUANTITIES OF WORK**

If during the execution of the work the contractor is called upon to carry out any new work not included in original scope of work, it should not be executed before a rate has been agreed to by the Railways in the manner as indicated in General Conditions of Contract and Instructions for tenders of the Engg. Department of Railways.

The successful tenders will, however, have no claims or right in the execution of any work which in the opinion of the Engineer should be carried out departmentally or otherwise and the Railway reserves the right any time before or after the acceptance of the tender to keep back from the contract and carry out the work or portion of work through any other agent it may think fit without assigning any reason. No claim for compensation / loss or what so ever on this account will be entertained by the Railway.

## **21. SUBLETTING AND ASSIGNMENT**

- 21.1 The contractor may sublet a part of the works under this contract and enter into contract with suppliers for supply of materials only with the approval of the Railway administration.
- 21.2 The names of all sub contractors proposed to be employed for execution of work or any part thereof including manufacturing of equipment and other materials shall be submitted by the contractor to the purchaser and got approved by him before the contractor enter into a agreement with the sub contractor for the purpose.
- 21.3 The contractor shall arrange for effective supervision of sub contractor's work and remain solely responsible for materials supplied and for works carried out on his behalf by the sub contractor.

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- 21.4 The contractor shall not, save with the previous consent in writing of the Purchaser, sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever.
- 21.5 In the event of the Contractor's subletting or assigning this contract or any part thereof without such permission, the purchaser shall be entitled to cancel the contract and to purchase the stores elsewhere on the contractor's account and risk and the contractor shall be liable for any loss or damage which the purchaser may sustain in consequence or arising out of such purpose.

## **22. EXECUTION OF WORK**

All the work shall be executed in strict conformity to the provisions of the contract document and according to detailed drawings, specifications and instructions as may be approved from time to time by Railway based on detailed design and engineering carried out by contractor in line with requirements as per contract document. The contractor shall be responsible for ensuring that the work throughout are executed in the most substantial, proper and workman like manner with the quality of material and workmanship in strict accordance with the specifications and as per sound industrial practices and to the entire satisfaction of the Railway. In case of any doubts regarding any particulars of construction and any ambiguities in the plans, the decision of the purchaser's engineer shall be final and binding on the contractor.

## **23. 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. MAINTENANCE OF WORKS**

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- 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.

## **25. ANNUAL MAINTENANCE CONTRACT**

Not applicable.

## **26. CLEARANCE OF SITE**

- 26.1 Contractor at his own expenses clean the site, set out all works and provide all necessary labours, pegs, string, steel to enable the purchaser or any of his representatives to check all setting out and the contractor will correct all errors at his own expenses.
- 26.2 At the end of the work in each section 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 representatives. Besides, he shall take 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 fortnight of completion of the particular item of site work, the refuge 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.

## **27. PROVISIONAL ACCEPTANCE**

- 27.1 Immediately after the completion of the work at each station or after completion of work in a block section herein after referred as sub-section, the contractor shall certify and advise the purchaser in writing that the installation is (i) complete, (ii) ready for satisfactory service and (iii) ready to be handed

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over. He will also place at the disposal of the purchaser the required staff for inspection, testing and putting it into operation.

- 27.2 The test or tests specified in Technical specification will be conducted jointly by the purchaser and contractor as soon as possible after receipt of advice of completion of one sub-section by the purchaser from the contractor. The test schedule shall be furnished by the tenderer which will be modified by mutual discussion between the contractor and Railway before finalisation. Any component, modules, sub-assemblies or equipment failing during the commissioning test shall be replaced/repaired free of cost by the tenderer.
- 27.3 Purchaser's Engineer shall issue a Provisional Acceptance certificate for successful commissioning of whole system covering all materials and services included in the Schedule of works, after the final acceptance test as per the approved test procedure have been completed and the performance has been found to meet the specifications. Railways decision in this respect shall be final. The Provisional acceptance certificate shall be signed by both the parties.
- 27.4 The Purchaser's Engineer may issue such a certificate with respect to any part of the works before the completion of the whole of the works or with respect to any substantial part of the works which has been both completed to the satisfaction of the Purchaser's Engineer and occupied or used by the Railway and when any such certificate is given in respect of a part of the works, such part shall be considered as completed.
- 27.5 Should the result/s of inspection and test be not satisfactory, an extension of one month will be granted to the contractor to make good the defects and deficiencies pointed out by the purchaser. Fresh inspection and test will then be carried out after the contractor has attended to the defects and deficiencies. If these tests are also not satisfactory the purchaser may proceed at the contractor's expense by all means deemed expedient, to have the installation made satisfactory until they comply with the specifications, and approved drawings and designs.
- 27.6 In such a case or in the case of delay in completing the work under this contract within the time limit the purchaser reserves the right, if he deems it possible to use in a reasonable manner any part of the installation even if some installations are not completely erected. The purchaser will give to the contractor for this purpose 7 days previous notice. The contractor shall then take at his own expense all necessary steps to complete the work in accordance with the provisions of the contract. In case it becomes impossible to proceed with the above mentioned taking over tests or reasons other than for which the contractor is responsible, the Provisional Acceptance Certificate shall be issued at or within

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a mutually agreed reasonable period not exceeding six months after completion of installation.

- 27.7 The issue of provisional acceptance will not be withheld for rectification of minor defects as distinct from rejected equipment, which may not be essential for commissioning and operation of the installation. In such cases, only the value of the materials and cost of the rectification of the minor defects shall be withheld from the payments on provisional acceptance until rectification is completed.

## **28. FINAL ACCEPTANCE**

- 28.1 The final acceptance of the entire equipment/design installed in the section shall take effect from the date of expiry of the period of maintenance supervision as defined in para- 24 or the expiry of the last of the respective period of Maintenance Supervision of various sections for which Provisional Acceptance Certificates are issued or brought into full fledged operation, provided that the contractor has complied fully with his obligations under clause 27 in respect of each section under the contract.
- 28.2 If on the other hand the contractor has not so complied with his obligation under para 27 in respect of any section, the purchaser may either extend the period of maintenance supervision in respect of that section until the necessary works are carried out by the contractor or carry out those works suo moto on behalf of the contractor at the contractor's expenses. After expiry of the period of maintenance supervision for each section, a certificate of Final Acceptance for the section shall be issued by the purchaser and the last of such certificate will be called the Last and Final Acceptance Certificate. The contract shall not be considered as completed until the issue of Final Acceptance Certificate by the purchaser.
- 28.3 The purchaser shall not be liable to the contractor for any dispute arising out of or in connection with the contract or execution of the work unless the contractor have made a claim in writing in respect thereof before the issue of Final Acceptance Certificate under this clause. The contractor shall be debarred from disputing the correctness of the items caused by the no claim certificate or demanding a reference to Arbitration in respect thereof.
- 28.4 Notwithstanding the issue of Final Acceptance Certificate, the contractor and the purchaser (subject to Sub Clause as above) shall remain liable for fulfillment of any obligation incurred under the provision of the contract prior to the issue of Final Acceptance Certificate which remains unperformed at the time such certificate is issued and for determining the nature and extent of such

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obligation, the contract shall be deemed to remain in force between the parties hereto.

## **29. WARRANTY**

- 29.1 The contractor shall warranty that all application data design and documentation, materials & equipment supplied and installed in this work of Electronic Interlocking alteration shall be free from defects and faults in design, material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standard for materials of the type ordered and in full conformity with the contract specifications.
- 29.2 This warranty shall start from the date of acceptance of commissioning by railways and placement in service. The date of the commissioning of the work will be after the signing of the provisional acceptance certificate by both the parties as per details at clause 27
- 29.3 During the period of Warranty, the Contractor shall remain responsible for replacement/re-design/repair and for setting right at his own cost any equipment /design/documentation supplied by him, which is of defective manufacture or defective design or defective material/component and becomes unworkable due to any cause whatsoever. The decision of railways to attend to any damage or defect in work shall be final and binding on the Contractor.
- 29.4 If it becomes necessary for the contractor to replace or renew any defective portions of the system under this clause, the contractor shall make the system functional by providing suitable replacement/redesign/repair of Design/documentation/equipment and restore back the original card / equipment after repairs to the same. The card / equipment so repaired should bear warranty equal to the end of original warranty period or minimum SIX months from the date of repair, whichever is later. If any defect is not remedied within reasonable time, the Railway may proceed to do the work at contractor's risk and expense, but without prejudice to any other rights, which the Railway may have against the contractor in respect of such defects.
- 29.5 All inspections, replacements or renewals carried out by the Contractor during the warranty period shall be subjected to the same conditions of the contract.
- 29.6 All replacement and repairs and design change that the Railway shall call upon the contractor to deliver or perform under this warranty shall be delivered and performed by the contractor within one month, promptly and satisfactorily.
- 29.7 The decision of the Railway in regard to contractor's liability and the amount, if any, payable under this warranty shall be final and conclusive.

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29.8 Due to analysis of failures, if any design deficiency is pointed out by the Railway, the contractor shall rectify it at his own cost.

### **30. TRAINING**

30.1 The tenderer shall undertake to train Railway engineers and other staff nominated by the Railways in different aspects of equipments functioning, field installation, testing, commissioning, operation, maintenance and repair, covering both hardware and software.

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

### **31. INFRINGEMENT OF PATENTS**

(a) The Contractor is forbidden to use any patents or registered drawings, processes or patterns in fulfilling his contract without the previous consent in writing of the owner of such patents, drawings, patterns or trade marks, except where these are specified by the purchaser himself. Royalties where payable for the use of such patented processes, registered drawings or patterns shall be borne exclusively by the Contractor. The Contractor shall advise the purchaser of any proprietary rights that may exist on such processes, drawings or patterns which he may use of his own accord.

(b) In the case of patents taken out by the Contractor of the drawings or patterns registered by him, or of those patents, drawings or patterns for which he holds a license, the signing of the contract automatically gives the Purchaser the right to repair by himself the purchased articles covered by the patent or by any person or body chosen by him and to obtain from any sources he desires the component parts required by him for carrying out the repair work. In the event of infringement of any patent rights due to above action of the purchaser, he shall be entitled to claim damages from the contractor on the grounds of any loss of any nature which he may suffer.

### **32. LICENSE AS PER GOVT. OF INDIA CONTRACT LABOUR ACT**

32.1 The contractors are required to produce license as enjoined in the Government of India Contract Labour (Regulation and Abolition) Act (1978). They shall not be allowed to undertake or execute any work through contract labour except under and in accordance with a license issued under the said Act in that behalf by the authorised licensing Officer.

### **33. DEFAULT & DELAYS**

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 neglect, the Purchaser shall be at liberty to give seven days notice in writing to the Contractor requiring him to make good the neglect or 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.

#### **34. LOSS SUSTAINED DUE TO DEFAULT AND DELAY**

In the event of any loss to the purchaser on account of execution and/or completion of the work or any part thereof by agencies other than the contractor, the contractor shall be liable to reimburse the loss to 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:

- i) Any amount due and payable to the contractor by the purchaser on any account whatsoever;
- ii) The Contractor's security deposit in hands of the purchaser as far as available and any other assets whatsoever of the contractor;

In the event of re-imburement from out of sources (i) and/or (ii) above mentioned, the purchaser shall have the right of appropriation suo-moto.

#### **35. PENALTY FOR DELAY IN COMPLETION**

- a) If the contractor fails to execute and complete the work within the time specified in the Agreement or within the period of extension granted under para 36 except in so far as the delay is on the purchaser's account, the contractor shall be levied Liquidated Damages @ 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 Condition of contract.
- b) 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

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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 Lakhs -- 10% of the total value of the contract.
- (ii) For contracts valued above Rs. 2 Lakhs -- 10% for the first Rs.2 Lakhs 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.

### **36. EXTENSION OF TIME**

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, then such additional time as IRPMU in their absolute discretion consider to be reasonably justified by the circumstances of the case, such extensions shall be granted with liquidated damages in the Form No.11. The Contractor will apply for extension at least two months before the expiry of the period of completion. Form No.12 will be applicable 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 contractor cannot be penalised for such delay. The terms and conditions of the original contract will remain operative during the extended period and nothing will be allowed on this account.

### **37. CONTRACTOR'S LIABILITIES FOR COSTS AND DAMAGES**

#### **37.1 WITHHOLDING AND LIEN IN RESPECT OF SUMS CLAIMED**

- a) Whenever any claim or claims for payment of a sum of money arises out of under the contract against the contractor, the Purchaser shall be entitled to withhold and also have lien to retain such sum or sums in whole or in part from the security, if any, deposited by the contractor and for the purpose aforesaid the purchaser shall be entitled to withhold the said cash security deposit or the security, if any, furnished as the case may be and also have lien over the sum pending finalisation or adjudication of any such claim.

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- b) In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Contractor, the purchaser shall be entitled to withhold and have lien to retain to the extent of such claim amount or amounts referred to spura, from any sum or sums found payable or which at any time thereafter may become payable to the Contractor under the same contract or any other department of the Central Government pending finalisation or adjudication of any such claims.
- c) It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to by the purchaser till the claim arising out of or under the contract is determined by the Arbitrator. (If the contract is governed by the Arbitration clause) or by the competent court as the case may be and that the contractor will have no claim for interest of damages whatsoever on any account in respect of such withholding or retention under the lien referred to spura and duly notified as such to the Contractor.
- d) For the purpose of this clause, where contractor is a partnership firm or a limited company, the purchaser shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company, as the case may be, whether in his individual company or otherwise.

### **37.2 LIEN IN RESPECT OF OTHER CONTRACTS**

- a) Any sum or sums of money due and payable to the Contractor (including the security deposit returnable to him under the contract) may be withheld or retained by way of lien by the Purchaser against any claim of this Railway or any other Railways or any other Departments of the Central Government in respect of payment of a sum of money arising out of or under any other contract made by the Contractor with this or any other Railway or any other department of the Central Government.
- b) It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the purchaser will be kept withheld or retained as such by the purchaser till the claim arising out of or under any other contract is either mutually settled or determined by the Arbitrator if the other contract is governed by the Arbitration clause or by the competent court as the case may be, and that the contractor shall have no claim for interest or damages in respect of any sum of money withheld or retained under this clause and duly notified to the contractor.

### **38. UNIT PRICES**

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- 38.1 The prices quoted by the Tenderer shall include the prices of materials including all incidental charges for transport, loading/unloading and handling of materials, commission for arranging despatch by rail / road direct from manufacturer's factory and completing all necessary formalities in this respect, such as submission of forwarding notes, arranging placement of Wagon, collection of banker's charges for Bank guarantee, Indemnity Bonds, inclusive of cost of Stamp etc. as also siding or shunting charges, if any, levied by the Railway. The break up of the basic cost and other taxes and duties shall be positively submitted.
- 38.2 The prices shall include all taxes, duties, Royalty and levies (including Octroi etc.) applicable on this Works Contract. Therefore, they should quote their prices taking into account the rate of sales tax as leviable in the event of sale to the Central Government Organisation etc. It is clarified that required form applicable for this purpose will be supplied to the contractor, as applicable in the state where the contract is being executed. The prices shall also include provision for losses and wastage in transit and installation and commissioning.
- 38.3 The prices quoted by the tenderer shall include cost of commissioning and testing and all costs of Administration of Contract, Insurance Premium, Banker's charges for guarantees, cost of storage, loading-unloading and handling of materials and for any road transport which the contractor may use for carriage of materials to his depot and the site of work. The prices shall include the cost of works and adjustments necessary to be done by the contractor during or after tests carried out by the purchaser.
- 38.4 The price to be quoted by the tenderers should take into account the credit availed on inputs under the MODVAT scheme introduced w.e.f. Ist March 1986. The tenderers should give a declaration that any let offs in respect of duties on inputs as admissible under law is being totally and unconditionally passed on to the purchaser in the price quoted by him (see para 43).
- 38.5 While the price quoted in the contract are inclusive of all taxes i.e. custom duty, excise duty, octroi, local levies, Sales tax levied by any statutory authority, the purchaser shall make any deduction toward sales tax on works contract if statutorily required to do so. The deducted sales tax on works contract shall be remitted to the concerned sales tax authority and the purchaser shall in no way be responsible for any disputes between the sales tax authorities and the contractor in this regard.
- 38.6 All taxes, duties and levies (Including octroi etc.) arising out of the transaction between the contractor and his sub contractor/supplier for this work will be included in the rates quoted by the contractor in the relevant schedule.

38.7 Arrangement of permits/license for materials will not be made by the Railway or any assistance given. The Contractor will have to make his own arrangement. Also no import license shall be arranged by the Railway for this work.

### **39. MEASUREMENT OF WORKS**

39.1 Payments for the works shall be made in accordance with approved designs & drawings and measured in relevant units except where provided or otherwise. The measurements will be made generally in accordance with standard engineering practice & in conformity with the General conditions of Contract.

39.2 Figures, Dimensions and Drawings shall supersede measurement by scale and drawings to a larger scale shall take precedence over those to a smaller scale. Special dimensions or directions in the specification shall supersede all else.

### **39.3 MEANING AND INTERPRETATION BY RAILWAY TO BE FINAL**

All measurement, method of measurement, meaning and intent of specifications and interpretation of Special Conditions of Contract, given and made by the Purchaser or by the Purchaser's Engineer shall be final and binding and shall be considered "excepted matters" in terms of conditions laid down in the General Conditions of Contract.

### **40. TERMS OF PAYMENT**

40.1 Payment to contractor will be made through EFT/ECS. All bills shall be submitted in the office of Dy CSTE-I/IRPMU/CNB.

40.2 Subject to any deductions or recovery which the Railway may be entitled to make under contract, the Contractor will be entitled to be paid from time to time by way of 'on account payment' for supply of goods and 'progress payment' for works as in the opinion of the Engineer he has executed in terms of Contract.

### **41 ON ACCOUNT PAYMENT**

41.1 "On Account Payment" will be made as under:

- i) 75% payment will be made after successful completion of Site Acceptance test (SAT) and issue of SAT certificate.
- ii) For Items 1 & 2, next 15% payment will be made after commissioning. For Item 3, next 15% payment will be made after issue of 'As built' drawings'.
- iii) The balance 10% payment will be made after issue of Final acceptance certificate.

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41.2 All on account payments shall be covered by a standing indemnity bond in the approved form (Form No.6).

#### 42. **FINAL SETTLEMENT**

On expiry of the maintenance and warranty period, if any, and issue of the certificate by the competent authority, the security deposit will be refunded after adjustment of any dues payable by the contractor. In case AMC is built in the contract as part of the schedule of requirements, the security deposit shall be released after submission of bank guarantee of an amount equivalent to total value of AMC contract for 1 year (Bank Guarantee can be of reducing value, after every year equivalent to AMC charges of each lapsed year).

#### 43. **CERTIFICATE FOR MODVAT BENEFITS ON BILLS**

a) The Contractor should submit the following certificate along with the bills:-

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

b) In the event of MODVAT credit being extended by the Government of India to more items than that already covered, the firm should advise the purchaser about the additional benefits accrued through a letter containing the following certificate or any variation thereof as may be considered necessary by individual Railway administration :-

"We hereby declare that we can avail additional duty set off as per latest MODVAT scheme in force now and we hereby give a reduction of (\_\_\_\_\_) per unit and agree to revise the prices indicated in the order. The current E.D. of (\_\_\_\_\_) is payable on this reduced price. Therefore, we request you to amend the order accordingly."

#### 44. **DEDUCTION FROM ON ACCOUNT PAYMENT BILLS**

(i) All costs, damages or expenses, which Railways may have paid or incurred, which under the provisions of contract are Contractor's obligations will be deducted by Railways from progress payment Bills/Invoice of contractor, as and when it is understood that such an expenses has been incurred or paid for.

(ii) All such claims of Railways shall, however, be duly supported by appropriate and certified vouchers, receipts or explanations as are available to enable the contractor to identify such claims.

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## **45. TAXES**

45.1 The Contractor and all personnel employed by him shall pay such taxes like Income Tax as are payable under statutory laws of India and the Purchaser WILL NOT ACCEPT any liability for the same.

45.2 Deduction of Income Tax at source as per provisions of Finance Act and Income Tax Act in force shall be made from the Contractor/Sub-Contractor and the amount so deducted may be credited to the Central Government.

45.3 Wherever the law makes it statutory for the Purchaser to deduct any amount towards Sales Tax on Works Contract, the same will be deducted and remitted to the concerned authority.

### **45.4 INFRASTRUCTURE BENEFIT COST**

45.4.1 The tenderer shall ensure the availability of infrastructure Benefit for reduced custom duty, if applicable. The goods would be in Railways' name. The tenderers shall be responsible for custom clearance, transportation and insurance etc, on behalf of the Railways including payment of custom duty, insurance, freight and other charges, if any tenderers shall also be responsible for availing infrastructure benefit, if any, on behalf of purchaser. Purchaser will issue necessary letter of authorization required for the purpose. The equipment will remain with the tenderer at his risk till it is finally taken over.

If such infrastructure benefit is not applicable, tenderers shall quote the price of goods and services mentioned in price schedule with all duties applicable at the time of submission of bids.

## **46. INSURANCE**

46.1 The Contractor shall take out and keep in force a policy or policies of insurance against all liabilities of the Contractor or the Purchaser at common law or under any statute in respect of accidents to persons who shall be employed by the contractor in or about the site for the purpose of carrying out the works on the site. The Contractor shall also take out and keep in force a policy or policies of Insurance against all recognized risks to their offices and depots. Such insurance shall in all respects be to the approval of the Purchaser and if he so requires in his name.

### **46.2 INSURANCE OF MATERIALS & INSTALLATIONS**

The Contractor shall take out and keep in force a policy or policies of Insurance for all materials including Railway supply materials equipment irrespective of

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whether used up in the portion of work already done or kept for the use in the balance portion of the work until such works are provisionally handed over to the Railways. For this purpose the works are deemed to have been provisionally handed over when Provisional Acceptance certificate is issued for the Sub-section as per para 26 of SCC.

- 46.3 The Contractor shall not be liable for losses/damages to the materials either used up in the portion of work done or his material kept for use at site, in consequence of mutiny, or other similar causes over which the Contractor has no control and which cannot be insured. Such losses or damages shall be the liability of the Purchaser and if required by the Purchaser, be made good by the contractor, at the cost of the Purchaser.
- 46.4 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.
- 46.5 It may be noted that the beneficiary of the insurance policy should be Railways or the policies should be pledged in favour of Railway. The contractor shall keep the policy/policies current till the installations are provisionally handed over to the Purchaser. It may also be noted that in the event of contractor's failure to keep the policy current and alive, renewal of the policy will be done by the purchaser for which the cost of the premium plus 20% of premium shall be recovered from the contractor.
- 46.6 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.
- 46.7 The Contractor shall take out all Insurance covers in connection with this contract with any Government of India Undertaking Insurance Company only.

#### 47. **FORCE MAJEURE CLAUSE**

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, epidemics, quarantine, restrictions lockouts, any statute, statutory rules, regulations, order of 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

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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 whichever 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.

## 48. SETTLEMENT OF DISPUTE AND ARBITRATION

### 48.1 MATTERS FINALLY DETERMINED BY THE RAILWAY

All disputes or 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 Railway and the Railway 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(a), 18, 22(5), 39, 43(2), 45(a) 55, 55-A(5), 57, 57A, 61(1), 61(2) and 62(i)(b) of General Conditions of Contract or in any clause of the Special Conditions of the Contract shall be deemed as 'excepted matters' 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 and not be referred to arbitration.

### 48.2 DEMANDS FOR ARBITRATION

- (i) 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 49.1 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.
- (ii) The demand for arbitration shall specify the matters which are in question or subject of the dispute or difference as also the amounts of claim item-wise. Only such dispute(s) or difference(s) in respect of which the demand has been

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made, together with counter claims or set off 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 along with all relevant documents and the relief or remedy sought against each claim within a period of 30 days from the date of appointment of the Arbitral Tribunal.
- (c) The Railway shall submit its defense 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) No new claim shall be added during proceedings by either party. However party may amend or supplement the original claim or defense thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.
- (e) If the contractor(s) does/do not prefer his/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the Railways that the final bill is ready for payment, he/they will be deemed to have waived his/their claim(s) and the Railway shall be discharged and released of all liabilities under the contract in respect of these claims.

### **48.3 OBLIGATIONS 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.

48.3(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 consist of a sole arbitrator who shall be either the General Manager or a gazetted officer of Rail not below the grade of JA 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 Railway.

48.3(a)(ii) In cases not covered by clause 50.3(a)(i), the Arbitral Tribunal shall consist of a panel of three Gazetted Railway Officers not below JA Grade, as the arbitrators. For this purpose, the Railway will send a panel of more than 3 names

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of Gazetted Railway Officers of one or more departments, of the Railway to the contractor who will be asked to suggest to General Manager upto 2 names out of the panel for appointments as contractor's nominee. 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. While nominating the arbitrators it will be necessary to ensure that one of them is from the Accounts department. An officer of Selection Grade of the Accounts department shall be considered of equal status to the officers in SA grade of other departments of the Railways for the purpose of appointment of arbitrators.

- 48.3(a)(iii) If one or more of the arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator, or vacates his/their office/offices or is/are unable or unwilling to perform his functions as arbitrator for any reason whatsoever or dies or in the opinion of the General Manager fails to act without undue delay, General Manager shall appoint new arbitrator/arbitrators to act in his/their place in the same manner in which the earlier arbitrator/arbitrators had been appointed. Such re-constituted Tribunal may at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator(s).
- 48.3(a)(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.
- 48.3(a)(v) While appointing arbitrator(s) under Sub-clause (i), (ii) and (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.
- 48.3(b)(i) The arbitral award shall state in item-wise, the sum and reasons upon which it is based.
- 48.3(b)(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 and interpretation of a specific point of award to tribunal within 30 days of receipt of the award.

- 48.3(b)(iii) A party may apply to tribunal within 30 days of receipt of award to make on additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.
- 48.4 In case of the Tribunal, comprising of three Members, 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.
- 48.5 Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.
- 48.6 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 Administration from time to time.
- 48.7 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.

\*\*\*\*\*

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# Section – II

## Chapter – 3

### Tender Forms

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- FORM No. 1 : Offer letter.
- FORM No. 2 : Not Applicable.
- FORM No. 3 : Agreement.
- FORM No. 4 : Bank Guarantee for Performance Guarantee.
- FORM No. 5 : Statement of Deviations.
- FORM No. 6 : Standing Indemnity Bond for on account Payments and Stores supplied by Railway.
- FORM No. 7 : System Performance Guarantee.
- FORM No. 8 : Not Applicable.
- FORM No. 9 : Not applicable.
- FORM No. 10 : Acknowledgement for receiving material and Cable from Railways.
- FORM No. 11 : Extension of period of completion on account of contractor.
- FORM No. 12 : Extension of period of completion of work.
- FORM No. 13 : Qualification Experience.
- FORM No. 14 : Store Receipt Certificate.
- FORM No. 15 : Electronic Clearing Service.

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OFFER LETTER

To  
The President of India,  
Acting through Chief Administrative Officer/ (or his successor),  
IRPMU, N C Railway,  
Shivaji Bridge, (IRCOT Complex), New Delhi.

Name of Work: ‘Signalling works of design, installation, testing and commissioning of Electronic Interlocking alterations at Bhaupur and Panki - Bhaupur automatic block section for Phase commissioning of Third line between Panki & Bhaupur stations in Kanpur-Etawah section of Allahabad division of North Central Railway’.

Sir, I/We ..... have read various conditions to tender hereto attached 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 Security Deposit. I / We offer to do this work as detailed below at the rates quoted below:

S. No	Schedule	Approximate Cost of Schedule	Rates quoted by the tenderer (% Above/Below/At Par) (Both in figures and Words)	
1.	Schedule	Rs. 16,97,500 (Rupees sixteen lakhs ninety seven thousand five hundred only)	In Figures	ABOVE / BELOW
			In Words	

I/We hereby bind myself/ourselves to complete the work within the time limits specified in the conditions of Tender. I/We also hereby agree to abide by the General conditions of Contract with latest amendments and special conditions of Contract and to carry out the works according to the specifications of materials and works laid down by the Railway for present contract.

I/We declare that I/We have gone through the Rules, Regulations of. Tender and Contract General Conditions, Special conditions, Technical specifications and other particulars embodied in Volume-2 and have fully understood and agree to abide by them.

Until a formal agreement is prepared and executed, acceptance of this Tender shall constitute, subject to modifications as may be mutually agreed to, a binding contract, between us and the President of India acting through the Chief Administrative Officer, IRPMU, North Central Railway, New Delhi or the authority as indicated in the letter of acceptance of my/our offer for this work.

SIGNATURE OF TENDERER [S]

(Please affix your Seal also, if any)

Contractor's Address:

Date:

**AGREEMENT**

AN AGREEMENT made this ..... day of ..... Two Thousand ..... between the President of India, acting in the premises through the Chief Administrative Officer/IRPMU, North Central Railway or his successor ..... of the Ministry of Railways, Railway Board (herein after referred to as “the Railway”) of one part and Messers ..... (herein after referred to as “Contractor”) of the other part, a ..... Firm (Status of the firm) being represented by ..... (Name & Designation of the proprietor in case of sole proprietorship business or all the names and particulars in case of partnership firm etc.)

Whereas in response to a call for Tenders ‘Signalling works of design, installation, testing and commissioning of Electronic Interlocking alterations at Bhaupur and Panki-Bhaupur automatic block section for Phase commissioning of Third line between Panki & Bhaupur stations in Kanpur-Etawah section of Allahabad division of North Central Railway’ as per tender papers at Annexure-A hereto the Contractor has submitted a tender as per Annexure-B hereto and whereas the said Tender of the Contractor has been accepted for ..... as per copy of Letter of Acceptance of Tender No..... dated ..... complete with enclosures at the accepted rates and agreed deviations from Tender Papers ..... as per Annexure-C hereto and at an estimated contract value of Rs..... (Rupees ..... only).

Now this agreement witnesses that in consideration of the premises and the payment to be made by the purchaser to the contractor provided for herein below the Contractor shall supply all equipment and materials and execute and perform all works for which the said Tender of the Contractor has been accepted strictly according to the various provisions in Annexure-B and C hereto and upon such supply, execute and perform to the satisfaction of the purchaser and the purchaser shall pay to the Contractor at the rates accepted as per the said Annexure-C and in terms of provisions therein. In case if the Contractor is not a company incorporated under the Companies Act, 1956, the expression “Contractor” shall unless otherwise excluded by or repugnant to the subject or context mean and include each of the successors- in- interest, agents, nominees, servants, beneficiaries etc. If it is a Sole Proprietorship business, in addition to this, such expression Contractor will also include, each of his heirs, executors, and legal representatives.

In the witness where of the parties have hereunto set and subscribed their respective hands and/or seals day and year respectively mentioned against their respective signature.

Signed and delivered at ..... by Shri  
..... for and on behalf of Messers  
..... the Contractor within named in the presence  
of :-

1. Signature :  
Date :  
Name in block Capitals :  
Address :

2. Signature :  
Date :  
Name in block Capitals:  
Address:

Signed and delivered at ..... for and on behalf of the  
President of India by Shri ..... (General Manager or his  
successor) ..... Railway ..... Ministry of Railways  
(Railway Board) in the presence of:-

1. Signature :  
Date :  
Name in block Capitals :  
Address:

2. Signature:  
Date :  
Name in block Capitals :  
Address :

Annexure -A : Tender Paper No.  
Annexure -B : Firm's Tender No.  
Annexure -C : Letter of Acceptance of Tender

\_\_\_\_\_  
(Signature)  
Dated:

Complete with enclosures.

FORMAT OF BANK GURANTEE for PERFORMANCE GUARANTEE  
(On Stamp Paper of Appropriate 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 ..... (herein after called “the said agreement”) of Security Deposit for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said Agreement, or production of a Bank Guarantee for Rs..... (Rupees ..... only), we.....  
(indicate the name of Bank) (hereinafter referred to as ‘the Bank”) at the request of ..... Contractor(s) do hereby undertake to pay to the Government an amount not exceeding Rs..... against any loss 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 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 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 there under 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 ..... 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 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 other 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 no 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 this  
(Indicate the name of bank)

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)

**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 Instructions to Tenderers & Condition of Tendering

CLAUSE	DEVIATION	REMARKS
--------	-----------	---------

(INCLUDING JUSTIFICATION)

1.2 General Conditions of Contract

CLAUSE	DEVIATION	REMARKS
--------	-----------	---------

(INCLUDING JUSTIFICATION)

1.3 Special Conditions of Contract

CLAUSE	DEVIATION	REMARKS
--------	-----------	---------

(INCLUDING JUSTIFICATION)

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

(Separate Statement for each specification)

CLAUSE	DEVIATION	REMARKS
--------	-----------	---------

(INCLUDING JUSTIFICATION)

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

**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 ‘Signalling works of design, installation, testing and commissioning of Electronic Interlocking alterations at Bhaupur and Panki –Bhaupur automatic block section for Phase commissioning of Third line between Panki & Bhaupur stations in Kanpur-Etawah section of Allahabad division 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 site custody and protection of the said materials against all risk till they are duly delivered as erected equipment to the purchaser or as he may direct otherwise and shall indemnify the Purchaser against any loss, damage or deterioration 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 authorized by the Chief Administrative Officer/IRPMU, N C Railway, Shivaji Bridge, New Delhi.

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.

Dated this ..... day of ....., 2009.

for and on behalf of

Messers ..... (Contractor)

Signature of Witness:

Name of Witness in block letters:

Address:

**SYSTEM PERFORMANCE GUARANTEE**

**PROFORMA FOR THE SYSTEM 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 conform 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 system, 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.

(Signature of firm's authorised officer)  
Seal:

Signature of Witness:

1.....

2.....

**ACKNOWLEDGEMENT**

(FOR RECEIVING MATERIALS FROM RAILWAY)

Station:

Date:

Sub: - Receipt of Materials from Railway

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

Sl.No.	Description of Material	Quantity	Remarks if any
--------	-------------------------	----------	----------------

Witnessed by: -

.....  
(Signature of Purchaser's Representative with Designation)

.....  
(Signature of Contractor or Contractor's Representative)

**FORM-11**  
**Para-35/Section II Chapter 2**

**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. ....

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 liquidated damages @1/2% per week or part thereof of 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 35 of the Special Conditions of Contract for the extended period.

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

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 up to 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.

**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) behalf of the President of India, is pleased to grant extension of the time for completion of works without liquidated damages under para 36 of Chapter II , Section II of 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

QUALIFICATION EXPERIENCE

II. In support of Qualification criteria

c) List of Works Completed

Description of Work	Organization for whom executed	Approx. value of contract at the time of award	Date of award	Date of scheduled completion of work	Date of actual		Final value of contract
					Start	Completion	

b) List of Works in Hand

Description of work	Contract Value	Approx. value of balance work yet to be done	Date of Award

**RECEIPT CERTIFICATE (FOR SUPPLY ONLY)**

From: Sr. Section Engineer/Signal/ IRPMU/NC Railway/Juhi/Kanpur

No.

Date:

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

-----  
**Signature of Stores-in-Charge**

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

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

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

Date: \_\_\_\_\_ ( \_\_\_\_\_ )  
Signature of the Investor/Customer.

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

( \_\_\_\_\_ )  
Signature of the Authorized.  
Official from the Bank

\*\*\* END OF TENDER \*\*\*